



LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: September 3, 2008

Time: Closed Session 6:00 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 Estate of Elena Dalton (Palacios) against City of Lodi Based on Personal Injury
- b) Conference with Dean Gualco, Human Resources Manager (Labor Negotiator), Regarding Lodi Police Dispatchers Association and Association of Lodi City Employees Regarding General Services and Maintenance & Operators Pursuant to Government Code §54957.6
- c) Prospective Acquisition of 300 West Pine Street, Lodi, CA; the Negotiating Parties are City of Lodi and Russ Munson, Owner; Government Code §54956.8

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 – Reverend John Kah, St. Peter Lutheran Church

C. Pledge of Allegiance

D. Presentations

- D-1 Awards – None
- D-2 Proclamations
 - a) International Literacy Day (LIB)
- D-3 Presentations – None

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

- E-1 Receive Register of Claims in the Amount of \$3,775,695.05 (FIN)
- E-2 Approve Minutes (CLK)
 - a) August 6, 2008 (Regular Meeting)
 - b) August 19, 2008 (Shirtsleeve Session)
 - c) August 20, 2008 (Regular Meeting)
 - d) August 26, 2008 (Shirtsleeve Session)
- E-3 Receive Quarterly Report of Purchases between \$5,000 and \$20,000 (CM)

- E-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Public Library Entry Project (PW)
- E-5 Approve Request for Proposals for Services to Perform Inspection, Adjustments, and Maintenance Tests of Two Power Transformers at McLane Substation (EUD)
- Res. E-6 Adopt Resolution Authorizing the Purchase of New Pump and Motor for City Water Well No. 18 from Layne Christensen Company, of Woodland (\$27,142) (PW)
- Res. E-7 Adopt Resolution Authorizing the Purchase of Permits Plus Software for Public Works, Electric Utility, and Fire Departments through Sole Supplier Accela, of San Ramon (\$23,965) (PW)
- Res. E-8 Adopt Resolution Authorizing Sole Supplier Ingersoll Rand Security Technologies, of Pleasanton, to Provide Previously-Approved Transit Security Improvements and Appropriating Funds (\$42,850) (PW)
- Res. E-9 Adopt Resolution Awarding Construction Contract for Finance Department Relocation Project to Sequoia Pacific Builders, Inc, of Roseville (\$598,160), and Appropriating \$100,000 in Additional Funds (Total Project \$750,000) (PW)
- Res. E-10 Adopt Resolution Awarding Contract for Residential Water Meter Installation Project (Phase 3) to Presidio Systems, Inc., of Livermore (\$76,981); Authorizing Purchase of 1,930 Water Meters and 400 Electronic Radio Transponders from National Meter and Automation, Inc., of Santa Rosa (\$345,964); and Appropriating Funds (\$18,500) (PW)
- Res. E-11 Adopt Resolution Authorizing Amendment to Lease Agreement with Verizon Wireless (PW)

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

- I-1 Continue Public Hearing to September 17, 2008, to Consider a General Plan Amendment for Reynolds Ranch (CD)
- Res. I-2 Public Hearing to Consider Uses of the 2008 Mid-Year Allocation of Community Development Block Grant Program Funds and the Reallocation of Available Funds from Previous Program Years (CD)
- Res. I-3 Public Hearing to Consider Resolution Setting Fee for Storm Drainage Development Standard Plans Compliance Inspection for Post Construction Best Management Practices as Required in the Standards (PW)

J. Communications

- J-1 Claims Filed Against the City of Lodi – None
- J-2 Appointments – None
- J-3 Miscellaneous – None

K. Regular Calendar

- Res. K-1 Receive Recommended Design Guidelines for Transit Oriented Development for Downtown Area and Adopt Resolution Approving Subject Document (CD)
- Res. K-2 Adopt Resolution Authorizing Administrative Settlement with California Regional Water Quality Control Board for Alleged Discharge Violations and Appropriating Funds (\$21,000) (PW)
- Res. K-3 Adopt Resolution Amending Fire Mid-Management Statement of Benefits (CM)

L. Ordinances

- Ord. L-1 Adopt Ordinance No. 1816 Entitled, "An Ordinance of the City Council of the City of Lodi (Adopt) Amending Lodi Municipal Code Chapter 9.18 – Vending on Streets, Sidewalks, and Private Property – by Repealing and Reenacting Section 9.18.110 in its Entirety Relating to Sanitation" (CLK)
- Ord. L-2 Adopt Ordinance No. 1817 Entitled, "An Ordinance of the City Council of the City of Lodi (Adopt) Amending Lodi Municipal Code Title 17 – Zoning – by Repealing and Reenacting Chapter 17.81 Relating to Site Plan and Architectural Approval" (CLK)

M. Adjournment

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

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: International Literacy Day
MEETING DATE: September 3, 2008
PREPARED BY: Literacy Services Coordinator

RECOMMENDED ACTION: Mayor Mounce present a proclamation proclaiming Monday, September 8, 2008, as “International Literacy Day” in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming Monday, September 8, 2008, as “International Literacy Day” in the City of Lodi. Stephanie Allen, Literacy Services Coordinator, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: N/A

Nancy Martinez
Library Services Director

NM/SA

APPROVED: _____
Blair King, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Receive Register of Claims Dated August 7, 2008 and August 14, 2008 in the Total Amount of \$3,775,695.05

MEETING DATE: September 3, 2008

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$3,775,695.05.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$3,775,695.05 dated 08/07/08 and 08/14/08. Also attached is Payroll in the amount of \$1,235,197.44.

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Blair King, City Manager

Accounts Payable
Council Report

Page - 1
Date - 08/19/08

As of Thursday	Fund	Name	Amount
08/07/08	00100	General Fund	687,380.32
	00130	Redevelopment Agency	6,249.86
	00160	Electric Utility Fund	13,032.58
	00161	Utility Outlay Reserve Fund	170,565.00
	00164	Public Benefits Fund	10,994.79
	00170	Waste Water Utility Fund	5,509.74
	00172	Waste Water Capital Reserve	436,240.82
	00180	Water Utility Fund	2,067.86
	00182	IMF Water Facilities	9,545.70
	00210	Library Fund	8,043.61
	00260	Internal Service/Equip Maint	10,121.32
	00301	Other Insurance	133,651.00
	00310	Worker's Comp Insurance	28,619.70
	00321	Gas Tax	4,831.57
	00340	Comm Dev Special Rev Fund	9,252.87
	00345	Community Center	7,803.46
	00346	Parks & Recreation	3,244.24
	01211	Capital Outlay/General Fund	1,216.91
	01212	Parks & Rec Capital	13.45
	01250	Dial-a-Ride/Transportation	89,844.88
	01252	Transit-Prop. 1B	743.75
	01410	Expendable Trust	1,847.50

Sum			1,640,820.93
	00184	Water PCE-TCE-Settlements	168.00

Sum			168.00

Total for Week			
Sum			1,640,988.93

Accounts Payable
Council Report

Page - 1
Date - 08/19/08

As of Thursday	Fund	Name	Amount
08/14/08	00100	General Fund	416,710.09
	00123	Info Systems Replacement Fund	89.97
	00130	Redevelopment Agency	103.69
	00160	Electric Utility Fund	21,208.16
	00161	Utility Outlay Reserve Fund	395.83
	00164	Public Benefits Fund	7,365.55
	00170	Waste Water Utility Fund	6,461.01
	00171	Waste Wtr Util-Capital Outlay	3,227.27
	00172	Waste Water Capital Reserve	43.16
	00180	Water Utility Fund	8,767.37
	00181	Water Utility-Capital Outlay	1,982.63
	00182	IMF Water Facilities	34,763.59
	00210	Library Fund	2,368.84
	00211	Library Capital Account	1,243.10
	00234	Local Law Enforce Block Grant	177.60
	00235	LPD-Public Safety Prog AB 1913	71.75
	00260	Internal Service/Equip Maint	31,475.18
	00270	Employee Benefits	403,204.49
	00300	General Liabilities	359.00
	00321	Gas Tax	40,853.43
	00325	Measure K Funds	31.04
	00337	Traffic Congestion Relf-AB2928	961,064.74
	00340	Comm Dev Special Rev Fund	1,421.79
	00345	Community Center	7,020.36
	00346	Parks & Recreation	3,079.51
	00502	L&L Dist Z1-Almond Estates	429.00
	00503	L&L Dist Z2-Century Meadows I	273.00
	00506	L&L Dist Z5-Legacy I,II,Kirst	706.33
	00507	L&L Dist Z6-The Villas	593.67
	00509	L&L Dist Z8-Vintage Oaks	229.67
	01211	Capital Outlay/General Fund	322.16
	01212	Parks & Rec Capital	1,165.66
	01250	Dial-a-Ride/Transportation	4,916.16
	01410	Expendable Trust	26,478.99
Sum			1,988,603.79
	00184	Water PCE-TCE-Settlements	56,806.88
	00190	Central Plume	86,896.23
	00191	Southern Plume	799.74
	00193	Northern Plume	799.74
	00194	South Central Western Plume	799.74
Sum			146,102.33
Total for Week			2,134,706.12

Council Report for Payroll

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Date - 08/19/08

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	08/10/08	00100	General Fund	749,145.98
		00160	Electric Utility Fund	155,557.98
		00164	Public Benefits Fund	5,388.93
		00170	Waste Water Utility Fund	94,633.69
		00180	Water Utility Fund	2,026.20
		00210	Library Fund	34,087.14
		00235	LPD-Public Safety Prog AB 1913	4,119.37
		00260	Internal Service/Equip Maint	21,366.23
		00321	Gas Tax	55,556.96
		00340	Comm Dev Special Rev Fund	33,322.12
		00345	Community Center	26,367.76
		00346	Parks & Recreation	50,354.79
		01250	Dial-a-Ride/Transportation	3,270.29
Pay Period Total:				
Sum				1,235,197.44



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) August 6, 2008 (Regular Meeting)
b) August 19, 2008 (Shirtsleeve Session)
c) August 20, 2008 (Regular Meeting)
d) August 26, 2008 (Shirtsleeve Session)

MEETING DATE: September 3, 2008

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) August 6, 2008 (Regular Meeting)
b) August 19, 2008 (Shirtsleeve Session)
c) August 20, 2008 (Regular Meeting)
d) August 26, 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, AUGUST 6, 2008**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of August 6, 2008, was called to order by Mayor Mounce at 5:46 p.m.

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

Absent: None

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

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

At 5:46 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 6:55 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:05 p.m., Mayor Mounce reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Item C-2 (a) was discussion and direction only.

Items C-2 (b) and C-2 (c) were discussion only.

A. Call to Order / Roll call

The Regular City Council meeting of August 6, 2008, was called to order by Mayor Mounce at 7:05 p.m.

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

Absent: None

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

- 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

Mayor Mounce presented a Certificate of Recognition to Lodi resident Sam Huffman for his heroic live-saving efforts. On May 10, 2008, Mr. 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.

- b) Presentation of Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting (CM)

Mayor Mounce and City Manager King presented the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting to the City Council and presented individual awards to the following who were primarily responsible for preparing the award-winning comprehensive annual financial report:

Ruby Paiste, Financial Services Manager
Cory Wadlow, Senior Accountant
Lourdes Bondoc, Accountant II

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

- E-1 Receive Register of Claims in the Amount of \$16,079,776.60 (FIN)

Claims were approved in the amount of \$16,079,776.60.

- E-2 Approve Minutes (CLK)

The minutes of July 2, 2008 (Regular Meeting), July 15, 2008 (Shirtsleeve Session), July 22, 2008 (Shirtsleeve Session), and July 29, 2008 (Shirtsleeve Session) were approved as written.

- 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)

Approved the plans and specifications and authorized advertisement for bids for Traffic Signal Modification Project at Church Street and Lockeford Street and at Elm Street and Ham Lane.

- E-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Public Library Phase 1 Remodel Project (PW)

Approved the plans and specifications and authorized advertisement for bids for Lodi Public Library Phase 1 Remodel Project.

- 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)

Adopted Resolution No. 2008-146 awarding contracts for heating, ventilation, and air conditioning 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.

- E-6 Approve Plans and Specifications and Authorize Advertisement for Bids for School Street and Spruce Street Wastewater Pipe Improvement Project (PW)

Approved the plans and specifications and authorized 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.

- E-7 Approve Request for Proposal for Power Systems Studies on the Existing 12kV Electric Distribution Systems, Four Substations, and 60kV Transmission Lines (EUD)

This item was pulled for further discussion by Council Member Hitchcock.

In response to Council Member Hitchcock, Electric Utility Director George Morrow stated that this item is designed to check the overall health of the entire electrical system from top to bottom. He stated the check is run periodically every few years.

In response to Council Member Hitchcock, Mr. Morrow stated the approval is for a computer program that checks the entire system through a software system and the related database provides various studies. He stated it is specialized work and the computer software will allow the City to check the system more regularly in the future.

Council Member Hitchcock made a motion, second by Council Member Katakian, to approve request for proposal for power systems studies on the existing 12kV electric distribution systems, four substations, and 60kV transmission lines.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

- 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)

Adopted Resolution No. 2008-147 approving the purchase of 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.

- 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)

Adopted Resolution No. 2008-148 authorizing the purchase of process chemical sodium hydroxide for White Slough Water Pollution Control Facility from Basic Chemical Solutions, of Santa Fe Springs, CA, in the amount of \$89,250.

- 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)

Adopted Resolution No. 2008-149 awarding the contract for Site Improvements at Lodi Lake Park, 1101 West Turner Road, to AM Stephens Construction Company, Inc., of Lodi, in the amount of \$338,250.35.

- E-11 Adopt Resolution Accepting Improvements at 350 North Guild Avenue (PW)

Adopted Resolution No. 2008-150 accepting improvements at 350 North Guild Avenue.

- 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)

Adopted Resolution No. 2008-151 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 issued by the State Central Valley Regional Water Quality Control Board and appropriating funds from the Wastewater Fund in the amount of \$319,000.

- E-13 Adopt Resolution Authorizing Additional Task Orders with Treadwell & Rollo Regarding PCE/TCE Cleanup and Appropriating Funds (\$175,000) (PW)

Adopted Resolution No. 2008-152 authorizing additional task orders with Treadwell & Rollo regarding PCE/TCE cleanup and appropriating funds in the amount of \$175,000.

- E-14 Approve Amendment Extending Term of the Northeastern San Joaquin County Groundwater Banking Authority Joint Powers Agreement (PW)

Approved amendment extending the term of the Northeastern San Joaquin County Groundwater Banking Authority Joint Powers Agreement.

- 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)

Adopted Resolution No. 2008-153 authorizing the City Manager to negotiate and execute a Cooperative Agreement with San Joaquin Council of Governments for East Lodi Avenue

Improvement Project in the amount of \$120,000.

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)

This item was pulled by Mayor Mounce at the request of Ann Cerney, a member of the public, for public comment on the same.

City Manager King provided a brief overview of the item, stating staff is recommending outside assistance for the subject services and there is no net cost to the City because the costs are reimbursed.

Planning Manager Peter Pirnejad stated the application before the City Council is for various actions for the proposed Sutter Gould facility, including an Environmental Impact Report (EIR), planning services, and project management.

In response to Council Member Hitchcock, Mr. Pirnejad stated the purpose of the application is to take under advisement based on current designations of the zoning, 1990 designations require rezoning if there is any change with residential zoning, and the practice has been not to take the application unless the plan has been determined.

In response to Council Member Johnson, Mr. Pirnejad confirmed that there is no cost to the City other than staff time for processing and the developer is taking the risk at their own expense.

In response to Mayor Mounce, Mr. Pirnejad stated the timeline for the application process is approximately one year.

Ann Cerney spoke in opposition to the preparation of an EIR based on her concerns regarding a community separator, past planning policy for larger areas to be annexed, and the lack of a clear policy for ag mitigation for conversion. Mayor Mounce stated the City Manager is currently working on the matter of a separator based on meetings with the agricultural community.

In response to Council Member Johnson, Mr. Pirnejad confirmed that the area is adjacent to Harney Lane and is not next to the separator and ag mitigation can be a part of any project when it is considered.

Discussion ensued between Council Member Hitchcock and Mr. Pirnejad regarding the possibility of high density development adjacent to the proposed separator and dialogue of a proposed separator approximately one half of a mile from Armstrong Road.

In response to Council Member Johnson, Mr. Pirnejad confirmed that the existing General Plan shows potential for development in the area and the presumption was Planned Residential Reserve as moderate development uses.

In response to Council Member Katzakian, the applicant, Mike Carouba, provided an overview of the dimensions of the property and the proposed project itself and the overall benefits to the City by not waiting for the General Plan amendment update to be completed.

In response to Council Member Hitchcock, Mr. Carouba stated no formal application was ever made previously regarding this parcel, although inquiries were made. Discussion ensued between Council Member Hitchcock and Mr. Carouba regarding the proximity of the project to the proposed greenbelt separator and the expectancy of ag mitigation as a part of the

project.

Felix Huerta spoke in opposition to the proposed action based on his concerns regarding the possibility of contracting out services that can be performed by employees and the fact that the City does not contract with Sutter Gould for employee health services.

Mayor Pro Tempore Hansen made a motion, second by Council Member Johnson, to 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.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Hitchcock

Absent: None

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)

Adopted Resolution No. 2008-154 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).

E-18 Receive Information Regarding New Meeting Day for the Site Plan & Architectural Review Committee (CD)

Received information regarding new meeting day for the Site Plan & Architectural Review Committee.

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)

Adopted Resolution No. 2008-155 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.

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.

Jack Dunn spoke on the subject of automatic bill payment online and his concerns regarding fees

being charged to the City for credit card use. He also suggested holding off any project, including Sutter Gould, until the General Plan Amendment is completed.

Steve Nilssen thanked the City Council on behalf of the residents at Eilers Lane for allowing them to have a 4th of July block party and commended the Public Works staff for their efforts regarding the same.

Robert Anderson, representative for the Community Center for the Blind and Visually Impaired, invited the City Council and public to the Open House on August 20, 2008, to celebrate the opening of the new satellite office in Lodi.

Felix Huerta presented a document to be distributed to the City Council regarding a salary survey and benefits and expressed concern regarding the possibility of vacancies being filled at the Municipal Service Center.

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

Council Member Johnson stated he passed along information to the City Attorney regarding assessing fines for property owners who fail to maintain their properties in foreclosure. Mr. Johnson stated he is disappointed in Mr. Huerta's comments, as he has been attending labor meetings as the Council representative to ensure the information is being communicated accurately, Mr. Gualco is reporting fairly and accurately, and he hopes that labor relations are not negotiated publicly.

Council Member Hitchcock reported on her participation in the National Night Out event and commended the Police Department for their efforts regarding the same.

Mayor Pro Tempore Hansen stated that People Assisting the Lodi Shelter is participating on August 16, 2008, in the National Homeless Pet Day and spay and neuter services will be offered at a discount. He also reported on his attendance at a luncheon with the Chinese Counsel General, the Northern California Power Agency Commission meeting at which the geyser project was discussed, and the San Joaquin Council of Governments meeting at which three items were approved providing additional funding for the City and a new committee for project delivery of transportation projects was formed.

Mayor Mounce commended staff for their efforts with the National Night Out event, reported on her meeting with property owners in the proposed greenbelt area, congratulated the American Federation of State, County, and Municipal Employees on a good barbecue, and stated Lodi was mentioned in a newspaper article from Idaho. She also passed along a citizen commendation for Officer Todd Patterson.

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

City Manager King stated he had no additional comments.

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)

Council Member Johnson made a motion, second by Mayor Mounce, to make the following appointment:

Greater Lodi Area Youth Commission (Student Appointee)

Kasey Ota, Term to expire May 31, 2009

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J-3 Miscellaneous - None

K. Regular Calendar

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

City Manager King provided an overview of the subject matter regarding the resolution opposing state budget decisions for borrowing. Specific topics of discussion included what is at risk, previous funding taken from local governments, Educational Revenue Augmentation Fund vehicle code fines, cigarette tax, business inventory subventions, alcohol beverage fees, trailer coach in-lieu fees, new fees, \$15.2 billion deficit, legislative analyst office proposals, and Proposition 1A proposal.

Central Valley League Representative Stephen Qualls provided an overview of the current condition of the proposed borrowing. He specifically discussed the real possibility of borrowing various funds, including Proposition 1A and the repayment of the same, campaign regarding cutting up the card, and the need for the adoption of the resolution.

In response to Council Member Johnson, Mr. King and Mr. Qualls indicated that securitizing the funds means that the State cannot borrow against the funds; although, there is a problem with losing interest from the State on the same.

In response to Council Member Johnson, Mr. King and Mr. Qualls confirmed that the State may pay back the amount in three years with interest, but the State does not have a good credit rating. Mr. Qualls stated there is some discussion regarding the State borrowing against the future lottery earnings as well.

In response to Mayor Pro Tempore Hansen, Mr. King and Mr. Qualls indicated that this campaign and resolution to oppose the borrowing is meant to be a dialogue with the State legislature to encourage them to make the tough decisions that local governments have been making regarding budget cuts instead of borrowing from local governments. Mr. Qualls stated citizens are also encouraged to contact their local legislators.

Mayor Pro Tempore Hansen made a motion, second by Mayor Mounce, to adopt Resolution No. 2008-157 opposing State budget decisions that would "borrow" local government and transportation funds.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

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)

City Manager King briefly introduced the subject matter of the feasibility study and related cost share.

Public Works Director Wally Sandelin provided a brief PowerPoint presentation regarding the cost share and feasibility study. He specifically discussed Senate Bill 5, 200-year flood protection, alternatives regarding joining the study or doing the study separately, the estimated cost of \$17,731, and the timeline of five years.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin stated the County is taking the lead on the study and the estimate was eight but they are going with ten to be more conservative. Mr. Sandelin stated therefore the cost should remain the same.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin stated that the intent of the study is to look at what will be needed to prevent the flood, and not only what will happen if the flood happens. He stated levy improvement costs will also be reviewed.

In response to Council Member Johnson, Mr. Sandelin stated levies in the area were designed for the 100-year event. He stated some areas in and around the City will be able to handle the 100-year event and others the 200-year event.

In response to Council Member Johnson, Mr. Sandelin confirmed that certain areas are going to be exempt from flood areas and it may be possible that some areas will be able to be remapped out of the zone. He stated the plan addresses only urbanized and not agricultural areas; although, staff has asked that White Slough be included to indicate what protection will be needed to protect the plant so that a separate study for the plant area is not needed at a later date.

In response to Council Member Hitchcock, Mr. Sandelin stated staff in the other area cities is also recommending participation to their respective boards and Senate Bill 5 does apply to the Mokelumne River.

In response to Mayor Pro Tempore Hansen, Mr. Sandelin stated the study for the Mokelumne River has a separate action and price tag and cannot be attached to the current action.

In response to Council Member Johnson, Mr. King stated the Federal Emergency Management Agency (FEMA) is the federal agency that requires the mapping for the 100-year flood. He provided an overview of both the 100- and 200-year FEMA and State requirements, some of which were in direct response to Hurricane Katrina.

Mayor Pro Tempore Hansen made a motion, second by Council Member Hitchcock, to adopt Resolution No. 2008-158 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 in the amount of \$17,731.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Johnson

Absent: None

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)

City Manager King briefly introduced the subject matter of the Storm Water Development Standards Plan (DSP).

Public Works Director Wally Sandelin introduced John Teravskis of WGR Southwest who provided a PowerPoint presentation regarding the Storm Water DSP. Topics of specific discussion included the DSP as a State mandate, calendar of events, best management practices, examples of treatment, how the City compares with other local plans, how the plan differs from other plans, new project application, significant redevelopment project application, existing properties with significant redevelopment, and the implementation process regarding the same.

In response to Mayor Pro Tempore Hansen, Mr. King confirmed that the unfunded mandate originally was put on the state by the federal government and the state has put it on the City.

Council Member Johnson made a motion, second by Mayor Pro Tempore Hansen, to adopt Resolution No. 2008-159 implementing the Storm Water DSP as required by the State Water Resources Control Board.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

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)

City Manager King briefly introduced the subject matter related to water meter installations.

Public Works Director Wally Sandelin provided a brief PowerPoint presentation regarding the water utility financial model, Assembly Bill 2572, financial model uses, policy direction questions, costs of a study, and the proposed schedule.

In response to Mayor Mounce, Mr. Sandelin stated the project could be done in-house, but he would ask that the City Engineer position be replaced because staff are not experts in the field and do not have the experience from other communities.

Council Member Johnson stated the consultant does come highly recommended and he supports doing the technical piece through a consultant but cannot support the public outreach piece.

Council Member Hitchcock stated she agreed with Council Member Johnson on the public outreach piece and there is no choice on the technical piece because it is mandated.

In response to Council Member Katzakian, Mr. Sandelin stated that, with respect to the post-1992 homes, about 1,000 meters have been installed and approximately 1,900 remain. He stated the contract for the remaining amount will be coming before Council shortly.

Mayor Mounce stated she concurred on doing the public outreach piece in-house and not through a consultant.

In response to Council Member Hitchcock, Mr. Sandelin stated the inclusion of the public outreach piece came from communications with other agencies who utilized this piece to allow for a smoother installation and flexible implementation. Mr. King and Mr. Sandelin stated they could bring a public outreach piece back if necessary and only move forward with the technical piece at this time.

Council Member Johnson made a motion, second by Mayor Mounce, to adopt Resolution No. 2008-160 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, (without the public outreach portion for the Lucy Company) in the amount of approximately \$74,670, and appropriating funds in the amount of \$85,000.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

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

City Manager King briefly introduced the subject matter of the amendment to the solid waste ordinance.

Public Works Director Wally Sandelin provided a brief summary of the overview of the meetings with Thom Sanchez and Jack Fiori, both of whom had indicated no objections to the proposed ordinance. Mr. Sandelin provided information regarding businesses who were accepted as industrial customers indicating the ordinance does not change any existing determinations.

In response to Council Member Hitchcock, Mr. Sandelin confirmed that there were no changes to the proposed ordinance that was previously presented to Council a few weeks prior.

Council Member Hitchcock made a motion, second by Council Member Katzakian, to introduce Ordinance No. 1815 amending Lodi Municipal Code Chapter 13.16 - Solid Waste - by repealing and reenacting Section 13.16.010, "Definitions."

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

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

Council Member Hitchcock made a motion, second by Council Member Johnson, to approve six-month budget for PCE/TCE related litigation case in an amount not to exceed \$1.1 million.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

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)

Mayor Mounce made a motion, second by Council Member Johnson, to approve expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program litigation and various other cases being handled by outside counsel in the amount of \$56,978.56, as detailed further in the staff report.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

L. Ordinances - None

M. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:04 p.m., in memory of John Aguilar with Vernon Transportation, who passed away on July 10, 2008.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 19, 2008**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 19, 2008, commencing at 7:02 a.m.

B. Topic(s)

B-1 Park Improvements and Capital Projects (PR)

City Manager King briefly introduced the subject matter of park improvements and capital projects.

Interim Parks and Recreation Director Rodems provided a PowerPoint presentation regarding park improvements and capital projects. Specific topics of discussion included why we have parks, Lodi park facts, park projects, Century Meadows Park, playground replacement, Blakely Park, Lodi Lake, Lawrence / Salas Parks, Pixley Park, Grape Bowl, Pigs Lake riverbank project, park standards, landscape and hardscape areas, recreation areas, amenities and structures, and future goals for parks. Parks Superintendent Steve Dutra and Park Project Coordinator Steve Virrey also provided specific information regarding parks and Lodi Lake.

In response to Mayor Mounce, Mr. Rodems stated that staff intends to continue to have operable structures accessible to the public and not close the parks in their entirety during improvements if possible. He stated staff would also like to publish the improvement schedule for the three specific parks for public notification purposes.

In response to Council Member Johnson, Mr. Dutra stated that the Electric Utility, through a test project and public benefit dollars, is supporting an upgraded light project at Salas Park to provide better lighting to the area. Mr. Dutra stated only the lighting is being replaced and the poles will remain.

In response to Council Member Johnson, Mr. Rodems, Mr. Dutra, and Mr. King stated the report regarding Pigs Lake improvements was just received and additional information will be available shortly. They also stated they are expecting some sort of combined solution for the improvements, which will also be driven by funding sources.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated that, while funding will be an issue, the goal of the program is to determine what the particular issues are for specific parks, to determine the associated costs, and to allow for a general understanding so that there can be some prioritization of the projects. Mr. King stated it will be good to get ahead of State requirements and look at funding for projects earlier rather than only dealing with them on an emergency basis.

In response to Council Member Hitchcock, Mr. King stated the parks prioritization program is before the Parks and Recreation Commission. Mr. Rodems stated the Commission will likely set the priorities through standards before the item is brought to Council for consideration.

In response to Mayor Pro Tempore Hansen, Mr. Dutra stated staff has received quotes for the ramps made of new technology at the Skate Park for review. He confirmed that the park is currently closed.

In response to Council Member Katzakian, Mr. Dutra stated the cost is \$30,000 for the materials, hardware, and fasteners for the Skate Park.

In response to Mayor Pro Tempore Hansen, Mr. Dutra stated the matter of the Skate Park was agendaized for the previous Commission meeting and the general indication was that they would like to keep the Skate Park as a part of the parks program. Mr. Rodems stated it may be beneficial to look at an instruction program at the Skate Park and continue to gauge interest over an extended period of time. Mr. Dutra stated the parks annual maintenance and upkeep is approximately \$7,000 and bikes may be a discouraging factor for maintenance purposes.

In response to Mayor Pro Tempore Hansen, Mr. Rodems stated staff has been working with Public Works in conjunction with the basins at DeBenedetti Park. Mr. King stated the design of the proposed park is very nice but very costly. He stated they are continuing to look at ways to provide a nice park for a lower cost and he anticipates that Frontier Community Builders will be requesting an amendment to the development agreement with respect to its \$8 million contribution to the park in light of the slow down in the housing market.

In response to Mayor Pro Tempore Hansen, Mr. King stated staff inquired about the development of Roget Park in conjunction with a trade off for a senior housing project. He stated there may be some alternatives available for the same.

In response to Mayor Pro Tempore Hansen, Mr. Dutra stated that Pixley Park is slated to be a softball complex complete with concession stands and parking; although, funding is lacking for the project.

In response to Myrna Wetzel, Mr. Rodems stated graffiti abatement is considered a part of park maintenance.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:46 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, AUGUST 20, 2008**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of August 20, 2008, was called to order by Mayor Mounce at 6:00 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

- a) Prospective Acquisition of Real Property Located at 232 North Washington Street (APN #043-087-17), 242 Rush Street (APN #043-090-13), and 420 E. Lockeford Street (APN#043-202-29), Lodi, California; the Negotiating Parties are City of Lodi and Union Pacific Railroad Company; Government Code §54956.8
- b) Conference with Dean Gualco, Human Resources Manager (Labor Negotiator), Regarding Lodi Police Dispatchers Association and Association of Lodi City Employees Regarding General Services and Maintenance & Operators Pursuant to Government Code §54957.6
- c) Threatened Litigation: Government Code §54956.9(b); One Application; Potential Suit by Michael Gold against City of Lodi. (DOI: 11/03/07)

C-3 Adjourn to Closed Session

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

The Closed Session adjourned at 7:04 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:07 p.m., Mayor Mounce reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Items C-2 (a) and C-2 (b) were discussion and direction only.

In regard to Item C-2 (c), the City Council released any lien rights it has to allow for Mr. Gold to fully recover against the drunk driver.

A. Call to Order / Roll call

The Regular City Council meeting of August 20, 2008, was called to order by Mayor Mounce at 7:07 p.m.

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

Absent: None

Also Present: City Manager King, City Attorney Schwabauer, 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 - None

D-3 Presentations

a) Recognition of Lodi Police Department SWAT Team for Taking First Place at the Sierra Foothill Tactical Challenge

Following introductory comments by Police Chief David Main, Mayor Mounce presented a Certificate of Recognition to the following Lodi SWAT Team members who participated and took First Place in the Sierra Foothill Tactical Challenge:

Fernando Martinez (Team Leader)
Mike Oden
Sean Blanford
Sierra Brucia
David Griffin
Kevin Kent
Mike Manetti

b) Presentation to Lodi Extreme Babe Ruth Girls 16 and Under Softball World Series Champions (PR)

Following introductory comments by David Pfennig, Team Manager/Head Coach, Mayor Mounce presented a Certificate of Recognition to the coaches, Recreation Supervisor, Boosters of Boys and Girls Sports coordinator, and the following Lodi Extreme Babe Ruth Girls 16 and Under players as the World Series Champions.

Alyx Alvarez
Avery Anderson
Betsy Colburn
Jordynn Elwood
Gina Luiz
Nikki Luiz
Luci Martinez
Kelsey McCarty
Brooke Ortiz
Jerika Senecal
Tori Shepard
Taylor Sousa
Brittany Sweeten

c) Quarterly Update by the Greater Lodi Area Youth Commission (COM)

Emily McConahey and Hannah Merrill, members of the Greater Lodi Area Youth Commission,

provided a quarterly update to the City Council.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

E-1 Receive Register of Claims in the Amount of \$6,692,393.69 (FIN)

Claims were approved in the amount of \$6,692,393.69.

E-2 Approve Minutes (CLK)

The minutes of July 16, 2008 (Regular Meeting), August 5, 2008 (Shirtsleeve Session), and August 12, 2008 (Shirtsleeve Session) were approved as written.

E-3 Accept the Quarterly Investment Report as Required by Senate Bill 564 (CM)

Accepted the quarterly report of the City of Lodi pooled money investments as required by Senate Bill 564 and the City of Lodi Investment Policy.

E-4 Report of Sale of Surplus Equipment (PW)

Received the report of sale of surplus equipment, which is made in compliance with the Fleet Policies and Procedures.

E-5 Approve Specifications and Authorize Advertisement for Bids for 40,000 Feet of #1/0 AWG, 15kV, EPR Insulated, Jacketed Concentric Neutral Underground Cable (EUD)

Approved the specifications and authorized advertisement for bids for 40,000 feet of #1/0 AWG, 15kV, EPR insulated, jacketed concentric neutral underground cable.

E-6 Approve Specifications and Authorize Advertisement for Bids for 10,000 Feet of 1,100kcMil AWG, 15kV, EPR Insulated, Jacketed Concentric Neutral Underground Cable (EUD)

Approved specifications and authorized advertisement for bids for 10,000 feet of 1,100kcMil AWG, 15kV, EPR insulated, jacketed concentric neutral underground cable.

E-7 Adopt Resolution Authorizing the Purchase and Installation of a New Public Safety Solution System from OSSI Sungard, which will Replace the Lodi Police Department's Data 911 System, and Authorizing Expenditure of \$250,998 in Police Department Budgeted Funds (PD)

This item was pulled for further discussion by Council Member Hitchcock.

City Manager King briefly introduced the subject matter of the new public safety solution.

Police Chief David Main provided an overview of proposed police data system, which will bring to date the technology for data processing purposes. Lieutenant JP Badel reviewed a PowerPoint presentation and specifically discussed history of previous services, the need to be technologically current, Data 911 services that are currently lacking, use of third party vendor, OSSI services, impact on police personnel, cost of \$251,417, current budget funding, and summary of purpose of program.

In response to Council Member Hitchcock, Lt. Badel stated the system is currently tied into certain nationwide information and will continue to be, the ongoing annual maintenance and upkeep is approximately \$125,000 which would be about the same as Data 911, and OSSI is a tried and tested company with approximately 380 agency clients. Chief Main stated this type of business is geographical in nature and breaking into new areas is always difficult.

In response to Council Member Hitchcock, Steve Nagley, the representative from OSSI, stated the deal is being offered to Lodi because it is the first agency in California and other agencies will have to pay the full amount as has been the case with other states. He stated Sungard purchased OSSI a few years ago, they are currently doing business in 18 states, and they believe in slow growth and a focused plan. He confirmed there is no expectancy of further obligations from Lodi other than they are hoping to sell additional systems in the State of California to other mid-size agencies.

In response to Council Member Johnson, Chief Main stated Data 911 did business primarily in California and is a small company whose plans to build and expand their company have not come to fruition.

In response to Council Member Johnson, Chief Main stated training is included in the package.

In response to Mayor Mounce, Chief Main confirmed that the old system is not compatible with fire.

In response to Mayor Pro Tempore Hansen, Mr. Nagley stated they have been preparing for the last two years to come into the California market, the product is tried and tested and has been implemented over 300 times across the country, and the only difference is the forms that must be filed in each state.

In response to Mayor Pro Tempore Hansen, Chief Main stated staff did not personally visit the other sites; although, they did communicate with other clients via telephone and check references.

In response to Mayor Pro Tempore Hansen, Corporal Bobby Amin stated that, while he was skeptical at first, after thoroughly reviewing the system, getting feedback from user groups, and checking references, he is comfortable with the product.

In response to Mayor Pro Tempore Hansen, Mr. Nagley stated the company may look to add staff in California if there are enough clients and currently everything is handled through the North Carolina office.

Council Member Hitchcock made a motion, second by Mayor Pro Tempore Hansen, to adopt Resolution No. 2008-169 authorizing the purchase and installation of a new public safety solution system from OSSI Sungard, which will replace the Lodi Police Department's Data 911 System, and authorizing expenditure of \$250,998 in Police Department budgeted funds.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

E-8 Accept Improvements under Contract for Turner Road Overlay and Lower Sacramento Road Widening (PW)

Accepted improvements under "Turner Road Overlay and Lower Sacramento Road Widening" contract.

E-9 Adopt Resolution Authorizing an Additional Task Order for West Yost & Associates to Provide Permit Assistance and Prepare Various Studies Required by the City's Wastewater Discharge Permit and Appropriating Funds (\$400,000) (PW)

Adopted Resolution No. 2008-161 authorizing an additional task order for West Yost & Associates to provide permit assistance and prepare various studies required by the City's wastewater discharge permit issued by the State Central Valley Regional Water Quality Control Board and appropriating funds in the amount of \$400,000.

E-10 Adopt Resolution Authorizing the City Manager to Enter into an Interconnection Agreement between the City of Lodi and Northern California Power Agency for the Existing White Slough Water Pollution Control Facility Electric Connection (EUD)

Adopted Resolution No. 2008-162 authorizing the City Manager to enter into an Interconnection Agreement between the City of Lodi and Northern California Power Agency for the existing White Slough Water Pollution Control Facility electric connection.

E-11 Adopt Resolution Authorizing the City Manager to Execute an Amended and Restated Master Confirmation Agreement with Shell Energy North America (EUD)

This item was pulled for further discussion by Council Member Hitchcock.

City Manager King briefly introduced the subject matter of the proposed agreement with Shell Energy North America.

Electric Utility Director George Morrow provided a brief overview of the successor outdated agreement with Coral, stating the proposed agreement provides a general umbrella, which enables the City to do business with Shell.

In response to Council Member Hitchcock, Mr. Morrow stated only the framework is changing as the format is one that is adopted by most Northern California Power Agency members. Mr. Morrow stated staff will continue to report through the City Manager and quarterly reports of power purchases made to close the City's open position, which generally happens four or five times a year. Mr. King clarified that the item tonight is not for the approval of any purchase but rather an approval of the template of the agreement to do potential business with Shell.

Mayor Mounce made a motion, second by Council Member Johnson, to adopt Resolution No. 2008-170 authorizing the City Manager to execute an amended and restated Master Confirmation Agreement with Shell Energy North America.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

E-12 Adopt Resolution Authorizing the City Manager to Execute Mutual Aid Agreements with American Public Power Association, California Municipal Utilities Association, and California Utilities Emergency Association (EUD)

Adopted Resolution No. 2008-163 authorizing the City Manager to execute Mutual Aid Agreements with American Public Power Association, California Municipal Utilities Association, and California Utilities Emergency Association.

E-13 Adopt Resolution Authorizing the City Manager to Enter into a Letter of Agreement between the City of Lodi and Schaefer Systems International for the Sale of Designated Municipal Electric Distribution Facilities (\$78,132) (EUD)

Adopted Resolution No. 2008-164 authorizing the City Manager to enter into a Letter of Agreement between the City of Lodi and Schaefer Systems International for the sale of designated municipal electric distribution facilities in the amount of \$78,132.

E-14 Adopt Resolution Directing the Mayor to Endorse Letter from the Northern California Power Agency to the Governor of California to Support Establishment of a 33% Renewable Portfolio Standard for All Electric Utilities in the State (EUD)

Adopted Resolution No. 2008-165 directing the Mayor to endorse letter from the Northern California Power Agency to the Governor of California to support establishment of a 33% renewable portfolio standard for all electric utilities in the state.

E-15 Adopt Resolution Authorizing the City Manager to Enter into Agreement with the State of California Department of General Services for the Issuance of a CAL-Card to the Buyer and Purchasing Technician (CM)

Adopted Resolution No. 2008-166 authorizing the City Manager to enter into agreement with the State of California Department of General Services for the issuance of a CAL-Card to the Buyer and Purchasing Technician.

E-16 Adopt Resolution Authorizing the City Manager to Renew Agreement between San Joaquin County Data Processing and the City of Lodi Police Department (Estimated Annual Cost \$13,954.84) (PD)

Adopted Resolution No. 2008-167 authorizing the City Manager to renew an agreement between the Lodi Police Department and San Joaquin County, through its Data Processing Division, for fiscal year 2008-09 to provide data processing services and access to Automated Message Switching/CJIS Systems for the estimated annual cost of \$13,954.84.

E-17 Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving Speed Limit Reduction from 50 to 40 Miles Per Hour on Turner Road between West City Limits and Evergreen Drive (PW)

This item was pulled for further discussion by Council Member Hitchcock. City Manager King briefly introduced the subject matter of reducing the speed limit on a portion of Turner Road.

Water Services Manager Charlie Swimley stated the location of the proposed speed limit

reduction is on Turner Road between the west City limits and Evergreen Drive, the reduction was recommended as a result of a routine Citywide survey, there were no other changes proposed in the study, and considerations included the Woodbridge Irrigation District canal and pedestrian and bike pathways.

In response to Council Member Hitchcock, Mr. Swimley stated that, although the study proposes 45 miles per hour (mph), 40 mph is more consistent with the area.

Council Member Hitchcock made a motion, second by Council Member Katzakian, to adopt Resolution No. 2008-171 amending traffic Resolution No. 97-148 by approving speed limit reduction from 50 to 40 miles per hour on Turner Road between west City limits and Evergreen Drive.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

E-18 Adopt Resolution Amending the Bylaws for the Lodi Improvement Committee to Allow for a Change in its Meeting Day and When it Elects Officers Each Year (CD)

Adopted Resolution No. 2008-168 amending the bylaws for the Lodi Improvement Committee to allow for a change in the meeting day and when the officers are elected each year.

E-19 Adopt Resolution Approving Interim Community Development Director Employment Agreement with Konradt Bartlam (CM)

This item was pulled for further discussion by Council Member Hitchcock.

City Manager King reported that the proposed consultant contract is for interim Community Development Director services while a full recruitment is taking place, reviewed the terms of the agreement including office hours and salary, and stated he anticipates the agreement will last for approximately four months.

In response to Council Member Hitchcock, Mr. King stated the one day a week on the existing General Plan amendment contract is based on an average and not specific days so there should be no conflict with the two contracts.

In response to Council Member Hitchcock, Mr. King stated he will not be assigned to specific tasks but rather overseeing all three divisions in Community Development until such time as the position is permanently filled by a new director.

Council Member Hitchcock made a motion, second by Council Member Johnson, to adopt Resolution No. 2008-172 approving Interim Community Development Director employment agreement with Konradt Bartlam.

VOTE:

The above motion carried by the following vote:

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

Noes: Mayor Mounce

Absent: None

E-20 Set Public Hearing for September 3, 2008, to Consider Uses of the 2008 Mid-Year Allocation of Community Development Block Grant Program Funds and the Reallocation of Available Funds from Previous Program Years (CD)

Set public hearing for September 3, 2008, to consider uses of the 2008 mid-year allocation of Community Development Block Grant program funds and the reallocation of available funds from previous program years.

E-21 Set Public Hearing for September 3, 2008, to Consider Resolution Setting Fee for Storm Drainage Development Standard Plans Compliance Inspection for Post Construction Best Management Practices as Required in the Standards (PW)

Set public hearing for September 3, 2008, to consider resolution setting fee for Storm Drainage Development Standard Plans compliance inspection for post construction best management practices as required in the Standards.

E-22 Set Public Hearing for September 3, 2008, to Consider Approval of a General Plan Amendment for Reynolds Ranch (CD)

Set public hearing for September 3, 2008, to consider approval of a General Plan amendment for Reynolds Ranch.

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.

Pat Patrick, representative of the Chamber of Commerce, reported that the Chamber is taking a second trip to China and invited the City Council and staff to view the statue that the Chinese government recently gave to the City of Lodi through the Chamber and consider placement of the same.

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

Mayor Pro Tempore Hansen stated that, in response to a citizen inquiry, he was hopeful the process involving WalMart would be handled in an efficient manner.

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

City Manager King reported on the statistics of credit card usage. He specifically discussed the 50-cent flat fee charge for automatic teller machine transactions which are about 70% of users, the approximate one dollar charge for credit card transactions which are about 26% of users, and the greater cost of personal transactions involving cash or checks. He stated electronic transactions are the least expensive and provide the most options to users. Council Member Johnson requested the information be conveyed to the concerned citizen accordingly.

I. Public Hearings - None

J. Communications

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

J-2 Appointments - None

J-3 Miscellaneous - None

K. Regular Calendar

K-1 Introduce Ordinance Amending Lodi Municipal Code Chapter 9.18 - Vending on Streets, (Introduce) Sidewalks, and Private Property - Section 9.18.050-A.-1 Relating to Location and Repealing and Reenacting Section 9.18.110 in its Entirety Relating to Sanitation (CD)

City Manager King briefly introduced the subject matter of the proposed vending ordinance.

Community Improvement Manager Joseph Wood provided a brief presentation regarding the proposed vending ordinance and specifically discussed vendor location, operation in the right of way, distance and time restrictions in residential areas, proposed 300-foot restriction for schools, parks, and recreation centers where City authorized concessionaires operate, restroom availability for vendor employees, and a typographical error in the ordinance which references an incorrect code section. Mr. Schwabauer stated specific language could be crafted to specifically exclude lunch truck vendors from residential operations.

In response to Council Member Hitchcock, Mr. Schwabauer stated an ice cream truck is specifically defined by statute in the Vehicle Code.

In response to Council Member Johnson, Mr. Wood stated the proposed ordinance does not change anything with respect to schools as vending near the same is still prohibited.

Dennis McAuliffe spoke in opposition to the proposed ordinance based on concerns regarding ice cream truck activity on his street, enforcement, safety, and trash.

In response to Council Member Hitchcock, Mr. Wood stated the proposed ordinance did not go to the Planning Commission because it is not a part of the Zoning Ordinance. He stated it did go to the Lodi Improvement Committee.

Mike Carouba spoke in opposition to the proposed ordinance based on his concerns regarding confusion in the ordinance, which may allow for unwanted activity near residential areas and parks, and he encouraged the Council to table the matter to allow for additional public input.

Steve Jarrett spoke in opposition to the proposed ordinance based on his concern that the city of Stockton did not feel the need to include any exceptions in its ordinance on the same subject matter.

Pat Patrick spoke in opposition to the proposed ordinance, stating he concurred with the comments made by Mike Carouba.

Brad Vander Hamm spoke in opposition to the proposed ordinance based on his concerns regarding commercializing the parks and the affect of the same on the community's youth.

Jay Patel spoke in opposition to the proposed ordinance, stating he concurred with the comments made by Mike Carouba.

Scott Martin spoke in opposition to the proposed ordinance based on his concerns regarding safety in the neighborhood and trash in the area.

In response to Council Member Katzakian, Mr. Wood confirmed that ice cream trucks can go anywhere in the City but are restricted from schools and now parks.

Mayor Mounce made a motion, second by Council Member Katzakian, to introduce Ordinance No. 1816 amending Lodi Municipal Code Chapter 9.18 - Vending on Streets, Sidewalks, and Private Property - by repealing and reenacting Section 9.18.110 in its entirety relating to sanitation to correct the erroneous Health & Safety Code (without the amendment relating to location).

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

K-2 Introduce Ordinance Amending Lodi Municipal Code Chapter 17.81 - Site Plan and Architectural (Introduce) Approval - Specifically by Repealing and Reenacting Sections 17.81.060 Pertaining to "Committee Actions" and 17.81.070 Pertaining to "Appeals from the Committee" (CD)

City Manager King briefly introduced the subject matter of amending the site plan and architectural review matter.

Planning Manager Peter Pirnejad reviewed a PowerPoint presentation regarding amending the Site Plan and Architectural Review Committee (SPARC). He specifically discussed the purpose for the change, Alternative 1 with eliminating SPARC, Alternative 2 with dividing duties, Alternative 3 with improving the guidelines, and the conclusion and recommendation of SPARC to adopt Alternative 2.

In response to Council Member Hitchcock, Mr. Pirnejad stated they are referring to the Zoning Code.

In response to Council Member Hitchcock, City Attorney Schwabauer stated he was attempting to make paragraphs two and three consistent with one another while making the language less passive. Mr. Schwabauer reviewed the specifically proposed language and the meaning of the same.

In response to Council Member Hitchcock, Mr. Schwabauer stated the regulations include all the requirements, including those listed in the Building Code and Fire Code, and are broader than the Municipal Code itself.

Mayor Pro Tempore Hansen made a motion, second by Mayor Mounce, to introduce Ordinance No. 1817 amending Lodi Municipal Code Chapter 17.81 - Site Plan and Architectural Approval - specifically by repealing and reenacting Sections 17.81.060 pertaining to "Committee Actions" and 17.81.070 pertaining to "Appeals from the Committee."

VOTE:

The above motion carried by the following vote:

Ayes: Mayor Pro Tempore Hansen, Council Member Hitchcock, Council Member Johnson,

Council Member Katzakian, and Mayor Mounce

Noes: None

Absent: None

K-3 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$96,039.00) (CA)

Mayor Mounce made a motion, second by Council Member Johnson, to approve expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program litigation in the amount of \$96,039.00, as further detailed in the staff report.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

L. Ordinances

L-1 Ordinance No. 1815 Entitled, "An Ordinance of the City Council of the City of Lodi Amending (Adopt) Lodi Municipal Code Chapter 13.16 - Solid Waste - by Repealing and Reenacting Section 13.16.010, 'Definitions'" (CLK)

Mayor Mounce made a motion, second by Council Member Johnson, to (following reading of the title) waive reading of the ordinance in full and adopt and order to print Ordinance No. 1815 entitled, "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,'" which was introduced at a regular meeting of the Lodi City Council held August 6, 2008.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

M. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 9:38 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 26, 2008**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, August 26, 2008, commencing at 7:03 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, Deputy City Attorney Magdich, and City Clerk Johl

B. Topic(s)

B-1 Presentation Regarding Residential Paint Up - Fix Up Program (CD)

City Manager King provided a brief introduction of the proposed paint up - fix up program.

Community Improvement Manager Joseph Wood provided a PowerPoint presentation regarding the proposed paint up - fix up program. Specific topics of discussion included funding through redevelopment, common tool of redevelopment agencies, draft program guidelines, grants up to \$10,000, low- and moderate-income requirements, matching requirements, eligible properties, eligible repairs, Building and Housing Code requirements, application process, program criteria, and draft program guidelines.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated matching requirements are common for participants of this type of a program. He stated suggested levels may be no matching requirement for very low income, 20% matching requirement for all others in the project area, and 50% matching requirements for all those outside the project area. Mr. King stated much of this is a policy call for the Council as the low-income housing set aside can be spent anywhere in the City or targeted in a specific project area alone.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated the project area is not further separated or prioritized as currently there is no specific focus area within the project area.

In response to Council Member Hitchcock, Mr. King stated the matching element was designed to have some sliding scale levels and there are various ways the match and distribution can be set up. He stated he anticipates the total funding level for the program will be \$100,000 annually.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated the funding for the fencing program that was previously done came from Community Development Block Grant (CDBG) funds for targeted areas.

In response to Council Member Johnson, Mr. Wood stated it is not recommended that CDBG funding be utilized or combined for home improvement or rehabilitation projects because it may trigger federal lead paint related regulations, extensive paperwork, and testing requirements.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated there were only a few jurisdictions that give preference to code enforcement cited areas.

In response to Council Member Johnson, Mr. Wood stated that, if code enforcement citation

areas were given preference, the repairs would have to be such that the actual violations were completely eliminated.

In response to Council Member Johnson, Eileen St. Yves stated the Lodi Improvement Committee did not delve into the code enforcement issue in too much detail. She stated sometimes the property owner does have a desire to improve the property but does not have the means to do so financially or physically.

In response to Council Member Hitchcock, Mr. Wood stated that, after the application is reviewed, staff would develop a scope of work based on a site visit to address all building and safety issues.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated a roof can be fixed for \$10,000. He stated they will not be using a band aid approach but rather looking at significant improvements, which are generally those over 100 square feet.

In response to Mayor Pro Tempore Hansen, Mr. King stated the Police Department is implementing some code enforcement efforts and monitoring foreclosed properties and asking that the watering and other landscaping be maintained. Deputy City Attorney Magdich stated State legislation is also providing additional enforcement tools for unkempt foreclosed properties.

In response to Council Member Hitchcock, Mr. Wood stated whether or not to give priority to properties specifically located in the project area will be a policy consideration for the Council.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated self repairs are discouraged because it is much more difficult to hold a property owner to certain standards than it is a contractor. Mr. King stated in some cases the homeowner is not the best person to do the home improvements and the same problems may not arise with an experienced contractor.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated the contractors will need to go through a qualification process and they will be checked to ensure they perform reputable work.

In response to Mayor Pro Tempore Hansen, Mr. Wood stated that, if a match is required, the match will be paid up front. He confirmed that low income would likely not have any match.

In response to Council Member Hitchcock, Mr. King stated that, while we do not want to oversell the program, we also want to ensure that people know about the program, which will likely be an ongoing annual program.

Eileen St. Yves spoke in favor of the program and stated she would like to see the program focus on the very low-income range to assist those who need the program the most.

C. Comments by Public on Non-Agenda Items - None

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:56 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Quarterly Report of Purchases Between \$5,000 and \$20,000

MEETING DATE: September 3, 2008

PREPARED BY: Randy Lipelt Buyer

RECOMMENDED ACTION: Information only. This report is made to the City Council in accordance with Lodi Municipal Code §2.12.060.

BACKGROUND INFORMATION: During the 2nd calendar quarter of 2008, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through Y

Exh	Date	Contractor	Project	Award Amt.
A	4/01/08	Cummins West Stockton	ARB Fleet Rule Diesel Particulate Matter Filter to be installed on Truck #09-001	\$19,754.69
B	4/08/08	Eagle Construction	Fire Station 4 Mold Remediation & Repair	\$9,925.66
C	4/11/08	American Solutions for Business	Purchase of Utility & Delinquent Bills & Final Notices	\$5,149.10
D	4/16/08	HD Supply Utilities-Benicia	Killelea Substation	\$7,655.68
E	4/17/08	Moorman's Water Systems	White Slough Freeway Stormwater Pump	\$9,129.48
F	4/17/08	Bryan Gibson Masonry	Reverse Frontage Fence Repair	\$13,300.00
G	4/28/08	Gold Star Painting	Repair of GAC Vessels at Well #23	\$14,780.00
H	5/05/08	HD Supply Utilities-Benicia	Electric Inventory	\$8,746.07
I	5/05/08	Buckles Smith	Electric Inventory	\$10,889.22
J	5/05/08	Siemens	Killelea Substation Commissioning	\$8,200.00
K	5/07/08	HD Supply Utilities-Portland	Electric Inventory	\$10,702.81
L	5/09/08	Astera Software	Automated Database Updating	\$8,620.00
M	5/09/08	Electrical Protection Inc	Train Station Fire Alarm System	\$6,918.00
N	5/12/08	Popuch Concrete	Install Sidewalk/Subgrade Compaction	\$5,472.00
O	5/15/08	MBMC Inc	Tiered Rate Restructuring Project	\$15,000.00
P	5/20/08	ASCO Services	Public Safety Building Automatic Transfer Switch	\$10,947.39
Q	5/21/08	ANRAK Corporation	Annual Grinder Rental per month	\$17,400.00
R	5/28/08	Coombs-Hopkins & DC Frost	White Slough UV Lamp Replacement	\$17,588.26
S	6/04/08	Henderson Brothers Co Inc	Jazzercise AC Unit Replacement	\$5,668.00
T	6/11/08	IKON	Copier Purchase	\$16,539.63
U	6/12/08	IKON	Canon Image Plotter/Scanner	\$16,523.16
V	6/12/08	General Pacific	Meters Purchased	\$17,013.73
W	6/12/08	Pacific Utilities	G&W sub-surface switch	\$8,038.15
X	6/26/08	Quantum Energy Solutions	Salas Park Security Lighting	\$14,999.99
Y	6/30/08	Republic ITS	AMR Deployment	\$12,750.00

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2007-2008 Financial Plan.

FUNDING: Funding as indicated on Exhibits.

Kirk Evans, Budget Manager

APPROVED: _____
BLAIR KING, CITY MANAGER

EXHIBIT A

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: ARB Fleet Rule Diesel Particulate Matter Filter to be installed
On Line Truck #09-001

DEPARTMENT: Electric Utility

CONTRACTOR Cummins West Stockton

AWARD AMOUNT: \$19,754.69

DATE OF RECOMMENDATION: April 1, 2008

BIDS OR PROPOSALS RECEIVED:

Cummins West Stockton	\$19,754.69
Ironman	\$20,257.13
A-Z Bus Sales	\$20,667.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

EUD and PW Fleet Services Division Recommends that a non plug-in diesel particulate matter filter be installed for emergency purposes. The Claire Longview Model J is the only PM filter that fits this criteria. All three vendors bid the Claire Longview Model J.

FUNDING: 160650.7719

Prepared by: Randy Laney

Title: Fleet Services Supervisor

Reviewed by: _____

Purchase Order No.: 17560

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Fire Station #4 Mold Remediation & Repairs
DEPARTMENT: Public Works
CONTRACTOR Eagle Construction
AWARD AMOUNT: \$9,925.66
DATE OF RECOMMENDATION: April 8, 2008

BIDS OR PROPOSALS RECEIVED:

Cabinet, Sheetrock, baseboard removal and replacement	Mold Removal Only	Mold Removal and Replacement
Eagle Construction	\$3,900.00	\$9,925.66*
Spectrum Restoration	\$4,521.00	
Tony Coyne Construction	N/A	N/A

*The estimate is considered preliminary until the cabinets are removed and all damages reassessed

“NO BID” or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

Fire Station #4 had sheetrock, cabinet and baseboard damage due to the dishwasher leaking. Mold was evident on the sheetrock due to water damage. Environmental Science Services, Inc. took samples of the mold, which was found to be non-toxic. Eagle Construction, Spectrum Restoration and Coyne Construction were called for quotes on cabinet, baseboard, mold, sheetrock removal and replacement. Eagle Construction came in as the lowest bidder on mold removal and replacement. Coyne Construction declined to bid. Our recommendation is to contract with Eagle Construction because of their lowest bid and they will do the work from start to finish for a faster completion time.

FUNDING: Damage to City Property 100200.7334

Prepared by: Dennis Callahan

Title: Fleet and Facilities Manager

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Purchase of Utility & Delinquent Bills & Final Notices
DEPARTMENT: Finance/EUD Field Services
CONTRACTOR American Solutions for Business
AWARD AMOUNT: \$5,149.10
DATE OF RECOMMENDATION: April 11, 2008

BIDS OR PROPOSALS RECEIVED:
American Solutions for Business \$5,149.10
Stratacom \$5,250.87

“NO BID” or NO RESPONSE RECEIVED:
The Relizon Company

BACKGROUND INFORMATION & BASIS FOR AWARD:
This purchase will replenish the inventory of utility & delinquent bill and final notices stored in a climate controlled area of Purchasing.
Award based on low bid.

FUNDING: 100505.7307 = \$4,382.73
160612.7301 = \$ 766.37

Prepared by: Sherry Moroz

Title: Purchasing Technician

Reviewed by: _____

Purchase Order No.: 17572

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Killelea Substation
DEPARTMENT: Electric Utility
CONTRACTOR H.D. Supply-Utilities
AWARD AMOUNT: \$7,655.68
DATE OF RECOMMENDATION: April 16, 2008

BIDS OR PROPOSALS RECEIVED:
H.D. Supply-Utilities \$7,655.68

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Due to time constraints, no other bids were pursued as this was an emergency order due to the critical nature of getting Killelea Substation back in service.

FUNDING: 161677.1831.1700

Prepared by: Gerald King

Title: Distribution Planner

Reviewed by: _____

Purchase Order No.: 17579

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Freeway Storm Pump
DEPARTMENT: Public Works
CONTRACTOR Moorman's Water Systems, Inc.
AWARD AMOUNT: \$9,129.48
DATE OF RECOMMENDATION: April 17, 2008

BIDS OR PROPOSALS RECEIVED:
Moorman's Water Systems, Inc. \$9,129.48
Shape Inc. \$12,357.85

"NO BID" or NO RESPONSE RECEIVED:
San Francisco Pump Repair Service Company

BACKGROUND INFORMATION & BASIS FOR AWARD:

The current city owned and operated pump which drains storm water from the I-5 underpass access to the White Slough Facility was installed in approximately 1978. Since then, this pump has been repaired several times and underwent a complete rebuild in June 1996. Staff recently removed the pump from service and delivered it to Moorman's Water Systems when it was recently discovered to be non-operational. Moorman's Water Systems determined the damage was too extensive to repair and recommended it be replaced.

The existing unit to be replaced is a vertical turbine pump which requires Staff to enter the pump vault each time maintenance is needed. This involves confined space entry procedures which add maintenance costs to even minor maintenance work. It is recommended the existing vertical turbine pump be replaced with a submersible pump to reduce future maintenance costs and enhance operations safety.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: W.T. Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Reverse Frontage Fence Repair
DEPARTMENT: Public Works
CONTRACTOR Bryan Gibson Masonry
AWARD AMOUNT: \$13,300.00
DATE OF RECOMMENDATION: April 17, 2008

BIDS OR PROPOSALS RECEIVED:
Bryan Gibson Masonry \$13,300.00
Jeff Case Concrete \$14,520.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City of Lodi Streets & Drainage gained approval to change the fence design from grape stakes to masonry wall at the April 16, 2008 Council meeting. Staff obtained two bids in January 2008 to do repair resulting from the January 5, 2008 storm in anticipation of the change. Both contractors have affirmed that the prices quoted are still valid. We did not obtain any more bids due to insurance requirements for working in the public right of way. These are the only known local contractors that have the needed insurance.

FUNDING: Damage to City Property, 100200.7720

Prepared by: Curtis Juran

Title: Assistant Streets & Drainage
Manager

Reviewed by: _____

Purchase Order No.: 17583

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Repair of GAC Vessels at Well No.: 23
DEPARTMENT: Public Works-Water Services Division
CONTRACTOR Gold Star Painting
AWARD AMOUNT: \$14,780.00
DATE OF RECOMMENDATION: April 28, 2008

BIDS OR PROPOSALS RECEIVED:

Gold Star Painting	\$14,780.00
Jeffco Painting and Coating, Inc.	\$16,444.00
Certified Coatings Company	\$21,800.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is an emergency repair of the Granular Activated Carbon Treatment vessels at City drinking water Well #23. This well cannot be used without GAC treatment for DBCP. The drinking water system needs to have this well operational for upcoming hot weather demands. Currently, three other wells are off line - two with motor problems and one for carbon change out. The process for preparation, repair, coating and reassembly will take 2-3 weeks. Then the new carbon must be installed, flushed and tested before the well can be put on line. The entire process could take up to 5 weeks, putting us into June.

The GAC system was taken out of service for replacement of the spent carbon. The internal surfaces of the vessels were inspected and the underdrain coating found to be in very poor condition. The vessels will not be opened again for the next carbon replacement for 6-7 years. The coating specialist inspector reported there is a possibility of major metal failure in that time period and recommended the vessels be sandblasted down to metal and recoated with the new technology epoxy coating for drinking water applications. Three informal bids were received.

FUNDING: 180454.7352

Prepared by: Frank Beeler

Title: Water/Wastewater Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric
CONTRACTOR HD Supply Benicia
AWARD AMOUNT: \$8,746.07
DATE OF RECOMMENDATION: 05/05/08

BIDS OR PROPOSALS RECEIVED:

HD Supply Benicia \$8,746.07
General Pacific quoted only two of the six items.
Kortick MFG quoted only one of the six items.
HD Supply Portland quoted only three of the six items.
Buckles Smith quoted only two of the six items.
WESCO quoted only three of the six items.
ACE Supply quoted only two of the six items.

“NO BID” or NO RESPONSE RECEIVED:

GEXPRO
Platt Electric Supply
Intraline Inc.

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items will be used for new construction projects in the City of Lodi. The largest of these projects will be Reynolds Ranch. These items can also be used for maintaining the existing Electric System. HD Supply-Benicia was the lowest responsible bidder for the six items awarded on this Purchase Order. HD Supply-Benicia was awarded the Purchase Order based on this fact.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric
CONTRACTOR Buckles Smith
AWARD AMOUNT: \$10,889.22
DATE OF RECOMMENDATION: 05/05/08

BIDS OR PROPOSALS RECEIVED:

Buckles Smith \$10,889.22
GEXPRO quoted only five of the six items awarded.
General Pacific quoted only three of the six items awarded.
Platt Electric Supply quoted only five of the six items awarded.
Intraline Inc quoted only two of the six items awarded.
HD Supply Portland quoted only one of the six items awarded.

“NO BID” or NO RESPONSE RECEIVED:

Ace Supply
Kortick Mfg
WESCO.
HD Supply-Benicia

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items will be used for new construction projects in the City of Lodi. The largest of these projects will be Reynolds Ranch. These items can also be used for maintaining the existing Electric System. Buckles Smith was the lowest responsible bidder for the six items awarded on this Purchase Order. Buckles Smith was awarded the Purchase Order based on this fact.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Killelea Substation Commissioning
DEPARTMENT: Electric Utility
CONTRACTOR Siemens
AWARD AMOUNT: \$8,200.00
DATE OF RECOMMENDATION: May 5, 2008

BIDS OR PROPOSALS RECEIVED:
Siemens \$8,200.00

“NO BID” or NO RESPONSE RECEIVED:
None

BACKGROUND INFORMATION & BASIS FOR AWARD:

The new Remote Terminal Unit (RTU) needs to be configured to communicate with the down Stream intelligent electronic devices (IED), this work was not covered in the original scope of work but is necessary for the SCADA system to “see” the analog values at the station i.e. Amp, volts, watts, etc.

FUNDING: 161677.1825.1700

Prepared by: Abel Palacio Sr

Title: Operations Supervisor

Reviewed by: _____

Purchase Order No.: 17616

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric
CONTRACTOR HD Supply-Portland
AWARD AMOUNT: \$10,702.81
DATE OF RECOMMENDATION: 05/07/08

BIDS OR PROPOSALS RECEIVED:
HD Supply Portland \$10,702.81

“NO BID” or NO RESPONSE RECEIVED:
Sole Supplier

BACKGROUND INFORMATION & BASIS FOR AWARD:

HD Supply Portland is a sole supplier of Cooper products. These fuses will be used in the underground switches that are being placed in Reynolds Ranch. Each switch takes three fuses. The work order has called for 18 fuses at this time. We are also keeping a minimum quantity for replacement in case of a failure.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: _____

Purchase Order No. 17619

EXHIBIT L

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Automated Database Updating
DEPARTMENT: Information Systems Division
CONTRACTOR Astera Software
AWARD AMOUNT: \$8,620.00
DATE OF RECOMMENDATION: 5/9/8

BIDS OR PROPOSALS RECEIVED:
Asterea Software \$8,620.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Software package allows seamless transfer of data and subsequent updates between disparate database systems. Software is only sold by manufacturer.

FUNDING: Information Systems Software: 100411.7313

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: _____

Purchase Order No. 17621

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Train Station Fire Alarm System
DEPARTMENT: Public Works
CONTRACTOR Electrical Protection Inc.
AWARD AMOUNT: \$6,918.00
DATE OF RECOMMENDATION: May 2, 2008

BIDS OR PROPOSALS RECEIVED:

Electrical Protection Inc.	\$6,918.00
Charlie's Day & Night, Safes, Locks-Keys	\$8,516.60
Quality Sound Uses Proprietary Systems Only	N/A

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The Proprietary EST Fire panel screen is defective not allowing the system to be monitored. The panel, smoke detectors and devices need to be replaced leaving only strobes and horns. We recommend replacing EST Fire panel with a non-proprietary cost effective panel not limiting the number of contractors to work on the system. We also recommend contracting with Electrical Protection Inc. because of their lowest bid.

FUNDING: 125079.7331

Prepared by: John Munoz

Title: Facilities Services Supervisor

Reviewed by: _____

Purchase Order No.: 17629

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Install Sidewalk/Subgrade Compaction
DEPARTMENT: Public Works, Streets & Drainage
CONTRACTOR Popuch Concrete
AWARD AMOUNT: \$5,472.00
DATE OF RECOMMENDATION: 5/12/08

BIDS OR PROPOSALS RECEIVED:

Popuch Concrete Contracting	\$5,472.00
Jeff Case Construction	\$14,063.09

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This was work done at the MSC, 1331 S Ham, to accommodate the new shop. The price for Popuch is from the 2008-2009 contract. The price for Case was from the 2007-2008 contract.

FUNDING: Streets & Drainage Operating

Prepared by: Curtis Juran

Title: Assistant Streets & Drainage
Manager

Reviewed by: _____

Purchase Order 17625

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Tiered Rate Restructuring Project
DEPARTMENT: Electric Utility
CONTRACTOR MBMC Inc.
AWARD AMOUNT: \$15,000.00
DATE OF RECOMMENDATION: 5/15/2008

BIDS OR PROPOSALS RECEIVED:

MBMC Inc	\$15,000.00
RW Beck	\$19,600.00
Navigant Consulting	\$21,000.00

“NO BID” or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

Professional services are required to perform a review of the Electric Utility's five tier rate structure. MBMC, Inc. was the lowest responsible bidder for the item on this purchase order. MBMC, Inc. was awarded the Purchase Order based on this fact.

FUNDING: 160601.7323

Prepared by: Kevin Bell

Title: Utility Rate Analyst

Reviewed by: _____

Purchase Order No.: 17637

Note: This recommendation is for a Purchase Order placed on May 15, 2008

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Public Safety Building Automatic Transfer Switch
DEPARTMENT: Public Works
CONTRACTOR ASCO Services Inc.
AWARD AMOUNT: \$10,947.39
DATE OF RECOMMENDATION: May 20, 2008

BIDS OR PROPOSALS RECEIVED:

ASCO Services Inc.	\$10,947.39
Green Electric	\$19,800.00
Cummins West Looked at the job, but never sent a quote.	N/A

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Two proposals were received to replace the automatic transfer switch in the Public Safety building. Cummins West did not respond, even after three attempts. Our recommendation is to go with ASCO Services Inc. because of their lowest bid.

FUNDING: 103511.7331

Prepared by: John Munoz

Title: Facilities Services Supervisor

Reviewed by: _____

Purchase Order No.: 17653

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Annual Grinder Rental
DEPARTMENT: Public Works
CONTRACTOR ANRAK Corporation
AWARD AMOUNT: \$17,400.00
DATE OF RECOMMENDATION: May 21, 2008

BIDS OR PROPOSALS RECEIVED:

ANRAK Corp.	\$17,400.00 Month
Nixon Egli	\$27,000.00 Month

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is an annual maintenance item. This is a rental of a \$250,000.00 pavement cold planer used for removal of base material for the purpose of installing new compacted material, pavement mill and fill. This piece of equipment is becoming scarcer to rent, only two companies can be found for quotes. ANRAK consistently remains far cheaper than its only competitor and has provided outstanding service in addition to the lower price for the past 3 years.

FUNDING: Streets Operating

Prepared by: Curtis Juran

Title: Assistant Streets & Drainage

Reviewed by: _____

Purchase Order No.: 17645

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough UV Lamp Replacement
DEPARTMENT: Public Works
CONTRACTOR Coombs-Hopkins & DC Frost
AWARD AMOUNT: \$17,588.26
DATE OF RECOMMENDATION: May 28, 2008

BIDS OR PROPOSALS RECEIVED:
Coombs-Hopkins & DC Frost \$17,588.26

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

UV Lamps, ballast, and quartz sleeves are used in the wastewater treatment process to disinfect treated wastewater before it is discharged to Dredger Cut or used by our customers (NCPA and San Joaquin Vector Control District). Coombs-Hopkins & DC Frost are the manufacturer’s representatives for Trojan Technologies, Inc., which is the manufacturer of our UV system and the sole supplier for all the parts utilized in their system. The UV lamps being purchased will be part of ongoing operations and maintenance costs as they near their operational life expectancy of 12,000 hours. Future purchases will follow as the remaining lamps reach their life expectancy. The lamp replacement costs have been anticipated and are included in the 2007-2008 Wastewater Budget.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: Wastewater Treatment
Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Jazzercise AC Unit Replacement
DEPARTMENT: Parks and Recreation
CONTRACTOR: Henderson Brothers
AWARD AMOUNT: \$5,668.00
DATE OF RECOMMENDATION: 6/04/08

BIDS OR PROPOSALS RECEIVED:

Henderson Brothers	\$5,668.00
Industrial Commercial Refrigeration	\$5,850.00
Indoor Environmental Services	\$9,884.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:
Parks and Recreation own the building located at 111 North Stockton Street. One suite is rented for Jazzercise classes. The AC unit stopped working and needed replacing.

FUNDING:

Prepared by: Steve Dutra
Title: Park Superintendent
Reviewed by: _____

Purchase Order No.: 17667

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Copier Purchase
DEPARTMENT: Electric Utility-Engineering
CONTRACTOR IKON
AWARD AMOUNT: \$16,539.63
DATE OF RECOMMENDATION: June 11, 2008

BIDS OR PROPOSALS RECEIVED:
IKON \$16,539.63

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The previous copy machine was purchased 9 years ago. Due to age, and quality issues a new copy machine was needed. Utilizing the existing contract that the City has with IKON ensured a discounted purchase amount, as well as our department being added to the City-wide maintenance agreement.

FUNDING: 1611201.7359

Prepared by: Danielle Rogers

Title: Senior Administrative Clerk

Reviewed by: _____

Purchase Order No.: 17679

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Cannon Image Plotter/Scanner
DEPARTMENT: Electric Utility
CONTRACTOR Ikon Office Solutions, Inc
AWARD AMOUNT: \$16,523.16
DATE OF RECOMMENDATION: June 12, 2008

BIDS OR PROPOSALS RECEIVED:

Cannon Image PORGRAF iPF710
COLORREAC SCANNER SYSTEM
IPF710 2 Year CarePAK \$16,523.16

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The purchase of a new Large Format Plotter/Scanner System is needed due to the age, working speed, quality and maintenance issues of our current plotter. Also purchasing from Canon allowed us to combine with the City’s existing contract. In turn is giving us a better price for not only the equipment, but also on the maintenance service program.

FUNDING: 1611201.7359

Prepared by: Carl Wohl

Title: Electric Drafting Tech

Reviewed by: _____

Purchase Order No.: 17678

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Meters Purchased
DEPARTMENT: Electric Utility
CONTRACTOR General Pacific
AWARD AMOUNT: \$17,013.73
DATE OF RECOMMENDATION: June 12, 2008

BIDS OR PROPOSALS RECEIVED:
General Pacific Per meter price \$1,579.00 \$17,013.73

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:
Sole Supplier (per Council Res. 99-124)

FUNDING: 161651.1841.1700

Prepared by: Ken Berg

Title: LEUD Metering

Reviewed by: _____

Purchase Order No.: 17675

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: G & W sub-surface switch
DEPARTMENT: Electric Utility
CONTRACTOR Pacific Utilities
AWARD AMOUNT: \$8,038.15
DATE OF RECOMMENDATION: June 12, 2008

BIDS OR PROPOSALS RECEIVED:

Pacific Utilities (G & W sub-surface switch	\$8,038.15
HD Electric-Controls (Trayer Sub Surface Switch	\$11,950.00

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Contacted two vendors and Pacific Utilities was the low bid. This was an emergency order to replace a sub-surface three way switch that failed in service. If equipment was not replaced quickly electric service reliability would be affected.

FUNDING: 160651.7730

Prepared by: Dave Shultz

Title: Distribution Planner

Reviewed by: _____

Purchase Order No.: 17676

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Salas Park security lighting
DEPARTMENT: Parks and Recreation
CONTRACTOR Quantum Energy Solutions
AWARD AMOUNT: \$14,999.99
DATE OF RECOMMENDATION: 6/26/08

BIDS OR PROPOSALS RECEIVED:
Quantum Energy Solutions \$14,999.99

“NO BID” or NO RESPONSE RECEIVED:
Vitale Electric

BACKGROUND INFORMATION & BASIS FOR AWARD:

The Parks Division is responsible for monitoring and maintenance of park security lighting at Salas Park. Several of the existing fixtures are not working. EUD has asked our division to allow the site to be used for a new type of lighting. They will be replaced with Induction Lighting which should provide more light and use less energy.

Quantum has been the contractor of choice for other such EUD projects. Vitale Electric could not provide the Induction Lighting services.

FUNDING: Public Benefit Funds

Prepared by: Steve Dutra

Title: Park Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: AMR Deployment
DEPARTMENT: Electric Utility
CONTRACTOR Republic ITS
AWARD AMOUNT: \$12,750.00
DATE OF RECOMMENDATION: June 30, 2008

BIDS OR PROPOSALS RECEIVED:

Wellington-per meter change; maximum charge	\$23.00
Applied Metering-per meter change; maximum charge	\$15.50
Republic ITS-per meter change; maximum charge	\$12.75

“NO BID” or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Wellington will charge extra for using their call center.
Taking return trips and call center into consideration, Republic has the better pricing.

FUNDING: 161651.1833.1700

Prepared by: Ken Berg

Title: LEUD Metering

Reviewed by: _____

Purchase Order No.: 17694



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Public Library Entry Project

MEETING DATE: September 3, 2008

PREPARED BY: Public Works Director

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

BACKGROUND INFORMATION: This project consists of removing and replacing the existing concrete ramp to the main entrance of the Lodi Public Library. The work will also include the replacement of the entrance door to the library.

In 2005, the City of Lodi performed a self-evaluation of its facilities and programs to determine what needed to be done to achieve compliance with requirements of the Americans with Disabilities Act (ADA). The front entrance to the Lodi Public Library was identified in the transition plan as being a physical barrier for the disabled community. This project will reconstruct the entrance to the library to meet ADA requirements.

This project is one of several projects being planned for the library this winter. The library will be closed from October through December so that work on all of these projects can be done without public interference.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is October 1, 2008.

FISCAL IMPACT: The estimated project cost is \$60,000.

FUNDING AVAILABLE: Community Development Block Grant Funds will be used to perform this work.

F. Wally Sandelin
Public Works Director

Prepared by Wes Fujitani, Senior Civil Engineer
FWS/WF/pmf
cc: Library Services Director
Community Improvement Manager
Fleet and Facilities Manager

APPROVED: _____
Blair King, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Request for Proposals for Services to Perform Inspection, Adjustments and Maintenance Tests of Two Power Transformers at McLane Substation (EUD)

MEETING DATE: September 3, 2008

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve request for proposals for services to perform inspection, adjustments, and maintenance tests of two power transformers and associated load tap changers at McLane Substation.

BACKGROUND INFORMATION: There are two 31.25 MVA power transformers and associated load tap changers (LTC's) installed within McLane Substation. This equipment has been in operation since 1975. The last comprehensive maintenance tests were conducted on these transformers in 2003.

Given that it has been approximately five years since complete maintenance tests were performed on these transformers and LTC's, it is appropriate to perform such work at this time. It is necessary to contract for this service since the work is very specialized and requires unique tools/equipment.

Staff recommends the approval of this request in order to complete this task before the arrival of summer seasonal load in 2009.

FISCAL IMPACT: Estimated maintenance and repair cost is \$40,000.

FUNDING: Fiscal Year 2008-09 Budget 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/1st
Attachment

APPROVED: _____
Blair King, City Manager

CITY COUNCIL

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

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

August 13, 2008

To Prospective Bidders

Subject: **Request for Proposal (RFP) to Conduct Inspection, Adjustments and Maintenance Tests on Two Power Transformers with Load Tap Changers in McLane Substation**

The City of Lodi hereby invites sealed proposals to provide professional services to conduct inspection, adjustments, and maintenance of two power transformers with load tap changers in McLane Substation. 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) 333-6800 ext. 2418. 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 24, 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 for review and evaluation. If there are any questions regarding this request for proposal, you may contact Weldat Haile, Senior Power Engineer at (209) 333-6763, by email at whaile@lodielectric.com. Arrangement for on-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

INTRODUCTION

The City of Lodi Electric Utility Department (EUD) is inviting qualified firms to submit proposals to provide inspection, adjustments and maintenance services on two power transformers with load tap changers (LTC) in McLane Substation. The bidder acknowledges that the maintenance work shall be performed in the vicinity of and around energized lines, bus and equipment.

SCOPE OF WORK

Successful bidder shall provide personnel, test equipment, materials and supplies to perform the following scope of work:

1. Transformer Inspection and Maintenance
 - a. Mobilize personnel and equipment to EUD substation site
 - b. Verify proper switching and grounding of power equipment
 - c. Visual inspection of power transformer and associated equipment
 - i. Check for oil and nitrogen leaks
 - ii. Check tank pressure and operation of nitrogen systems
 - iii. Check condition of paint
 - iv. Check for broken and damaged components
 1. Bushings
 2. Arresters
 3. Conduit and junction boxes
 4. Control cabinets
 5. External power transformer indicators and auxiliaries
 - d. Conduct LTC inspection
 - i. Collect oil sample for analysis
 - ii. Check LTC breather
 - iii. Visual inspection for leaks and damage
 - iv. Check liquid level gage for operation and proper level
 - v. Check operations counter and record number of operations
 - vi. Check proper electrical and mechanical operation of LTC
 - vii. Verify operation of position indicator
 - viii. Check control cabinet and motor operator
 1. For cleanliness and moisture
 2. Wiring for cracked or damaged insulation, overheating and loose connection
 3. Operation of panel heaters
 - ix. Provide LTC contact lease kit, if needed (Note: Specify if this is an extra fee)
 - x. Drain and store oil from LTC compartment
 - xi. Rinse and clean switch compartment
 - xii. Check wear and alignment of all fixed and moving contacts
 - xiii. Replace any worn parts (Note: Specify cost if this is extra)
 - xiv. Operate LTC to verify proper mechanical timing and alignment on all taps
 - xv. Check and verify:
 1. Transition resistors
 2. barrier boards, seal and connections between main tank and LTC compartment
 3. condition of door gasket
 - xvi. Close and bolt LTC compartment door
 - xvii. Refill oil through pump/filter (Note: Specify cost should new oil is needed)
 - xviii. Check for oil leaks and proper oil level

2. Power Transformer Tests
 - a. Transformer turns ratio
 - b. Power factor of winding insulation
 - c. Winding insulation resistance
 - d. General functional check of controls, gages, cooling, LTC, etc.
 - e. Oil sample for DGA, oil quality and oil dielectric strength test
3. Clean-up and demobilize
4. Deliverables
 - a. Complete inspection report
 - b. Complete test results
 - c. Analysis and recommendations
 - d. Replacement parts and materials as needed

5. Performance and Schedule

The bidder acknowledges that the maintenance work shall be performed in the vicinity of and around energized lines, bus and equipment. The bidder also acknowledges that EUD will be performing normal maintenance, inspections and operations, as necessary, within the substation facility during the transformer inspection/maintenance period to maintain power supply to the City. It is estimated that the above scope of work will take approximately two (2) days per transformer to complete. All inspection tasks and tests must be completed before December 15, 2008. Saturday and Sunday shutdown for testing will be the preferred option in performing this activity. EUD reserves the right to cancel any scheduled maintenance work when electric power capacity is needed to serve the load.

SELECTION PROCESS

Proposals will be reviewed by the Assistant Director, Engineering & Operations Division and the Senior Power Engineer. Complete proposals will be evaluated based on the information submitted. This will permit a recommendation to the City Council for contract award.

REJECTION OF PROPOSALS

The City of Lodi Electric Utility Department 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.

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.

TERMS AND CONDITIONS

1. **ACCEPTANCE AND AMENDMENTS:** Seller (the supplier whose name appears on the face of this order) agrees that this order of the City of Lodi (hereinafter referred to as "City") becomes a contract, subject to the terms and conditions set forth below and on the face hereof, when acknowledgment has been signed and returned by Seller (if requested), or upon commencement of performance by Seller. Seller's different or additional terms and conditions are hereby objected to, and no additional or different terms and conditions of Seller, or agreement or understanding to modify contract shall be binding upon the City unless specifically agreed to in writing and signed by City's authorized representative(s). No other action by City shall constitute acceptance of Seller's different or additional terms and conditions.
 2. **COMPLIANCE WITH LAWS:** In the performance of work required under this order, Seller agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and shall hold City harmless from liability resulting from failure of such compliance.
 3. **FAIR LABOR STANDARDS ACT:** Seller certifies that all supplies, materials or equipment provided under this order will be produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders issued by the U. S. Department of Labor under said Act.
 4. **INDEMNIFICATION/HOLD HARMLESS:** Seller further agrees to indemnify and hold harmless City from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorneys' fees, relating in any way to completion of this order, or the goods manufactured and delivered thereunder, except for goods manufactured entirely to City's specifications, and except for actions by City over which Seller has no control, which are claimed or made by any person, firm, or corporation, including employees, workers, servants or agents of Seller and Seller's subcontractors arising from any cause or for any reason whatsoever. Seller further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Seller or against City.
 5. **PATENT INDEMNITY:** Seller shall hold City, its officers, agents and employees, harmless from liability of any nature or kind, including costs, expenses and attorneys' fees, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance provided or used in connection with performance under this order. Supplier may, at City's discretion, be required to furnish a bond or other indemnification to City against claims or liability for patent infringement.
 6. **DELIVERY:** Time shall be of the essence on this order, and if delivery of supplies, materials or goods is not made in the quantities and at the time(s) specified in the quotation or bid, City reserves the right without liability, and in addition to its other rights and remedies, to take either or both of the following actions:
 - (a) Direct expedited routings of goods ordered (the difference in cost between the expedited routing and the order routing costs shall be borne by the Seller);
 - (b) Terminate the order by notice, effective when received by the Seller, as to ordered goods not yet shipped, and to purchase substitute goods elsewhere and collect from Seller the difference in costs between the substitute goods and goods ordered under the contract.
- Neither City nor Seller shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence, provided, however, that when Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to City. If Seller's delay or default is caused by a delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Seller and subcontractor and without the fault or negligence of either of them and the goods to be furnished was not obtainable from other sources in sufficient time to permit Seller to meet the required delivery or performance schedule. City reserves the right to refuse or reject all shipments over and above the quantity or quantities stated in the contract.
7. **CHANGE ORDERS:** City reserves the right at any time to make written changes within the general scope of the contract in any one or more of the following: (a) Specifications, drawings, and data incorporated in the contract where the items to be furnished are to be specially manufactured for City; (b) Methods of shipment or packing; (c) Time of delivery; (d) Place of delivery; (e) Method of delivery; (f) Quantities.
- If any such changes cause an increase or decrease in the cost of or in the time required for the performance of the contract, an equitable adjustment shall be made in the contract price, or delivery schedule, or both. Any claim by Seller for adjustment in this cause must be approved by City's authorized representative(s) in writing before Seller proceeds with such change. Price increases shall not be binding upon City unless evidenced by a change order, amendment, or revision signed by City's authorized representative(s).
8. **CANCELLATION:** For Seller's failure to comply with any material terms or conditions hereof, or for failure to perform on all or any part of the undelivered portion of the order or contract, City may cancel the order, in whole or in part, without further liability to the City. Such cancellation, however, shall be without prejudice to claims of either party arising prior to cancellation and without prejudice to any claim City may have against Seller for breach inducing cancellation. Failure of City to insist on strict performance or observance by Seller of the order, these conditions or City's rights in any one or more instances shall not constitute a waiver by City of such performance, conditions or rights either then or in the future. Either party may cancel the order without further cost or liability to the other party in the event that any proceedings are instituted by or against the other party in bankruptcy or insolvency under any provision of the Bankruptcy Code, as amended, or in the event of any assignment for the benefit of creditors.
 9. **REMEDIES:** Remedies of the parties of the contract include, but are not limited to, the following:
 - (a) If City cancels the contract in whole or in part as provided in Section 7, above, City may procure goods similar to those canceled, by such means and under such terms as City deems necessary and appropriate, and Seller shall be liable to City for any excess costs for such similar goods. Seller shall further be responsible for continued performance of any portion of the order not canceled according to the provisions of the contract;
 - (b) The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, including consequential damages;
 - (c) The failure of City to insist upon strict performance of any of the terms of the contract, or to exercise any rights thereunder shall not be construed as a waiver of City's rights;
 - (d) Seller may be excused from performance under the contract provided that Seller notifies City within five (5) days of discovery of any of the following events:
 - 1.) Acts of God, acts of public enemy, acts of civil authority with lawful jurisdiction over Seller, acts of war, fire, flood, unusually severe weather, earthquake, epidemic, quarantine restrictions, freight embargoes, or acts of City;
 - 2.) Seller's failure to perform is caused by default of a supplier or subcontractor and if such default arises out of causes beyond the control of both the Seller and the supplier or subcontractor and without the fault or negligence of either party;
 - 3.) Seller has made a good-faith effort to obtain supplies or services from other sources in such time to meet City's required delivery schedules, if such events named above cause supplier default.
 10. **NOTICE OF LABOR DISPUTES:** Whenever an actual or potential labor dispute delays or threatens to delay the timely performance of the order, Seller shall immediately notify City in writing of all relevant information with respect to such dispute.
 11. **ADDITIONAL CHARGES:** No charges for packing, handling, drayage, or special shipping containers or protective materials will be allowed or paid by City unless specified on the face of the purchase order, or specifically listed as an additional and separate charge on Seller's bid. Seller shall be liable for damage to goods caused by improper packing, boxing, or crating.
 12. **SHIPMENT/RISK OF LOSS:** Unless otherwise stated on the face of this purchase order, all goods shall be shipped F.O.B. destination, and Seller shall bear all risk of loss or damage of goods covered by the order, except loss or damage occasioned by negligence of City, until final acceptance by City at delivery destination specified on the face of the order. City reserves the right to reject C.O.D. or collect shipments.
 13. **TITLE:** Title to all goods purchased hereon shall pass directly from Seller to City at the F.O.B. point specified in this bid and on the face of the order, subject to the right of City to reject goods upon inspection.
 14. **INSPECTION/ACCEPTANCE:** Payment for any goods purchased under the contract shall not constitute acceptance thereof. All goods purchased thereunder are subject to inspection at City's discretion, either before or after acceptance, at City's option. City reserves the right to reject and refuse acceptance of goods which is not in conformance with City's specifications, instructions, and drawings, and in conformance with Seller's warranties (express or implied). Goods not accepted will be returned to Seller for full credit or replacement at City's option and at Seller's risk and expense, including demurrage and/or transportation both ways. City shall not be liable for failure to accept any part of the goods ordered, if such failure is the result of any cause beyond the control of the City. Without limitation, among such causes are fires, floods, acts of God, strikes, casualties, delays in transportation, or partial or total closure of City's facilities. Acceptance of all or any part of the goods shall not be deemed to be a waiver of City's right either to cancel or to return all or any portion of the order because of Seller's failure to conform to the contract, or by reason of defects or other breach of warranty or to make any claim for damages caused by improper boxing, crating, packing or shipping. Such rights shall be in addition to any other remedies provided by law.
 15. **LIENS, CLAIMS, AND ENCUMBRANCES:** Seller warrants and represents that all goods delivered under this order will be free and clear of all liens, claims, and encumbrances of any kind.
 16. **PAYMENT/DISCOUNT:** Payment shall be made, upon submission of acceptable invoice(s), for goods delivered and accepted as specified herein and on the order. Drafts or statements will not be honored. It is the City's intent to pay all invoices within 30 days following receipt of invoice or date of delivery and acceptance, whichever is later. If invoice amount is in variance with contract amount, payment will be made within thirty days of resolution of variance and receipt of corrected invoice, if applicable.
 17. **RETURNS:** All goods purchased under this order are subject to City's inspection and approval as specified in Paragraph 14, above. Goods rejected by City for cause shall be held for pickup, returned, or stored at Seller's sole expense. Where return is necessary due to Seller's error, City reserves the right to assess handling charges equal to Seller's standard restocking fee, as a percentage of the value of the returned goods. Any costs incurred by City shall be promptly reimbursed to City by Seller.
 18. **WARRANTIES:** Seller hereby warrants with respect to goods furnished under this order that: (1) Seller has good title to the goods, (2) the goods conforms to City's specifications, instructions, and/or drawings, (3) the goods is fit for the purpose for which it is purchased, (4) the goods is merchantable, (5) the goods has no latent defect, and (6) the goods has been manufactured in a good workmanlike manner using the highest quality material in conformity with the best standard manufacturing practices. This warranty shall survive any inspection, acceptance or return of any such goods and shall apply to City and its customers.
 19. **DISPUTES/GOVERNING LAW:** In any suit or action brought to enforce any term, condition, or covenant herein, or to recover damages arising from any breach of the contract, the losing party shall pay to the prevailing party reasonable attorneys' fees and all other costs and expenses which may be incurred by the prevailing party in any such suit or action and in any reviews thereof and appeals therefrom. The laws of the State of California shall govern any order made pursuant to this bid and subsequent award, and the venue of any actions, disputes, or claims brought thereunder shall be laid in or transferred to the County of San Joaquin in the State of California.

MAILING LIST

Geo. E. Honn Company, Inc.
853 Cotting Court, Suite A
Vacaville, CA 95688
Tel. No. (707) 455-0241
Fax No. (707) 455-0245
Attention: James Magolske

Waukesha Electric Systems, Inc.
c/o Isberg Nott Company
4725 First Street, Suite 265
Pleasanton, CA 94566
Tel. No. (925) 426-4718
Fax No. (925) 426-0323
Attention: Karie Spowart or Steve Kanty

Western Utilities Transformer Service
1010 N. Plaza Drive
Visalia, CA 93291
Tel. No. (559) 651-0141
Fax No. (559) 651-0143
Attention: Tony Borba

Transformer Services, Inc.
3075 NW Park View Lane
Portland, OR 97229
Tel. No. (503) 645-3500
Fax No. (503) 645-3588
Attention: Dan Lupuleasa



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing Purchase of New Pump and Motor for City Water Well No. 18 from Layne Christensen Company, of Woodland (\$27,142)

MEETING DATE: September 3, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing the purchase of a new pump and motor for City Water Well No. 18 from Layne Christensen Company of Woodland, CA, in the amount of \$27,142.

BACKGROUND INFORMATION: The submersible 150 HP motor at City Water Well No. 18 failed on February 14, 2008, after being rebuilt in 2001. The original pump motor was installed in 1975 and failed in 2001 after 26 years of service. The typical service life of a pump motor is 20 years. The company that rebuilt the motor for Layne Christensen has not stood behind the work, blaming the City's electrical system or control panels for the motor's continued failure. Layne Christensen has worked closely with the City to ensure that the City's electrical system and control panels are working properly. Therefore, Layne Christensen is backing the work and has made a generous offer to pay half the cost of a new pump and motor plus installation (attached). Rather than attempting to repair the existing motor a third time, it is proposed a new pump and motor be installed at a cost of \$22,142. There is also an additional cost of \$5,000 for adding a column to position the pump and motor to a lower depth (to extend the life of the well) and for splicing in the new cable to the City's electrical control panel, for a total cost of \$27,142.

The pump and motor for Well 18 is covered under the City's insurance for major equipment through the California Joint Powers Risk Management Authority (CJPRMA). The failure of the motor was reported to CJPRMA, and they were given an estimate for the cost of repairs or replacement. The City has received an insurance settlement in the amount of \$36,193.01 which has been deposited into the Water Operating Fund. A portion of this settlement has already been spent to pull the pump and motor.

FISCAL IMPACT: \$27,142, which is expected to reduce the high maintenance costs experienced at the well.

FUNDING AVAILABLE: Repair funds are budgeted in the Water Operating Fund (180453) for FY 08/09, including the insurance settlement.

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

FWS/CS/FB/dsg
Attachment
cc: Charles Swimley, Water Services Manager

APPROVED: _____
Blair King, City Manager

Layne Christensen Company

P.O. Box 1326, 275 County Road 98 • Woodland, CA 95695-8925 • Phone: (530) 662-2825 • Fax: (530) 662-2896

July 25, 2008

City of Lodi
Attention: Frank Beeler
1331 S. Ham Lane
Lodi California 95242

RECEIVED
JUL 28 2008
CITY OF LODI
MUNICIPAL SERVICE CENTER

Dear Mr. Beeler:

This letter is to confirm our conversation concerning your Well Pump #18 located at Century Blvd. and Church Street in Lodi.

I do not think there is a need to review all the problems we have had with this 150 HP BJ submersible pump other than the most recent episode where it operated for about 750 hours before failing.

As we have discussed, Layne has utilized the BJ factory, SunStar Electric and Alstra Industries over the last several years for BJ motor repairs with mostly unsatisfactory results.

This is the third time this motor has been back to SunStar and they are refusing to warrantee the motor because they are claiming the failure is caused by external vibration or faulty/inadequate controls. We have disassembled the bowl assembly each time and checked the shaft, bearings and impellers for straightness, alignment, etc. and never found any problems. We also know you have good controls/protection and we respect your electricians as being very competent.

We believe the problem is in the motor but are at an impasse with the supplier. This is the sort if problem that everyone has a point and is near impossible to sort out all the issues. We know this has been a pain for the city and appreciate your understanding and patience.

We have a very low confidence that rebuilding the motor once again will be successful and think it would be best to look at other options.

We propose that an all new motor/bowl assembly be installed that designed for the same operating conditions as the existing pump. The city would pay for 50% of the cost. Other than getting a pump that will operate the advantage to the city would be an all new motor/pump rather the a 20 + year old rebuilt unit.



The proposed pump would utilize a 150 HP, 1,800 RPM, 460 volt, 3 phase, 12" Hitachi submersible motor and a 4 stage, 14 RJMC Christensen bowl assembly. The motor and bowl data information are enclosed.

The total cost is \$44,284.00 plus California taxes. The cities cost would be \$22,142.00 plus California taxes on materials.

Another option would be a 3,600 RPM pump/motor of the same design which cost \$24,428.00, or \$12,214.00 to the city. The 2 pole motor is .5% less efficient than the 4 pole and in general, 2 pole pumps have a shorter service life than the slower speed units.

Note that the existing submersible cable should be inspected and may also need to be replaced if in poor condition.

I hope you find this proposal equitable, if you have any questions call me at 530-662-2825 or 916-997-7993.

Sincerely,



Richard Eberlein
Enclosures



PUMP DATA SHEET Submersible 60 Hz



*Christensen Pumps
A division of
Layne Christensen Company*

Company: LAYNE CHRISTENSEN
Name: WELL #18; 150 HP SUBMERSABLE PUMP
Date: 07/25/08

Customer: CITY of LODI
Order No:

Pump:

Size: 14RJMC (4 stages)
Type: Submersible
Synch speed: 1800 rpm
Curve: E6614RGPC3
Specific Speeds: Ns: 2990
Pump Notes for Standard Sizes:
Discharge Sizes-8",10",12"
Vertical Turbine: Bowl size: 13.63 in
Max lateral: 1 in
Thrust K factor: 13 lb/ft

Search Criteria:

Flow: 1750 US gpm
Head: 280 ft
Fluid: Water
Density: 62.25 lb/ft³
Viscosity: 1.105 cP
NPSHa: --- ft
Temperature: 60 °F
Vapor pressure: 0.2563 psi a
Atm pressure: 14.7 psi a
Motor: Standard: NEMA
Size: 150 hp
Speed: 1800

Pump Limits for Standard Construction:

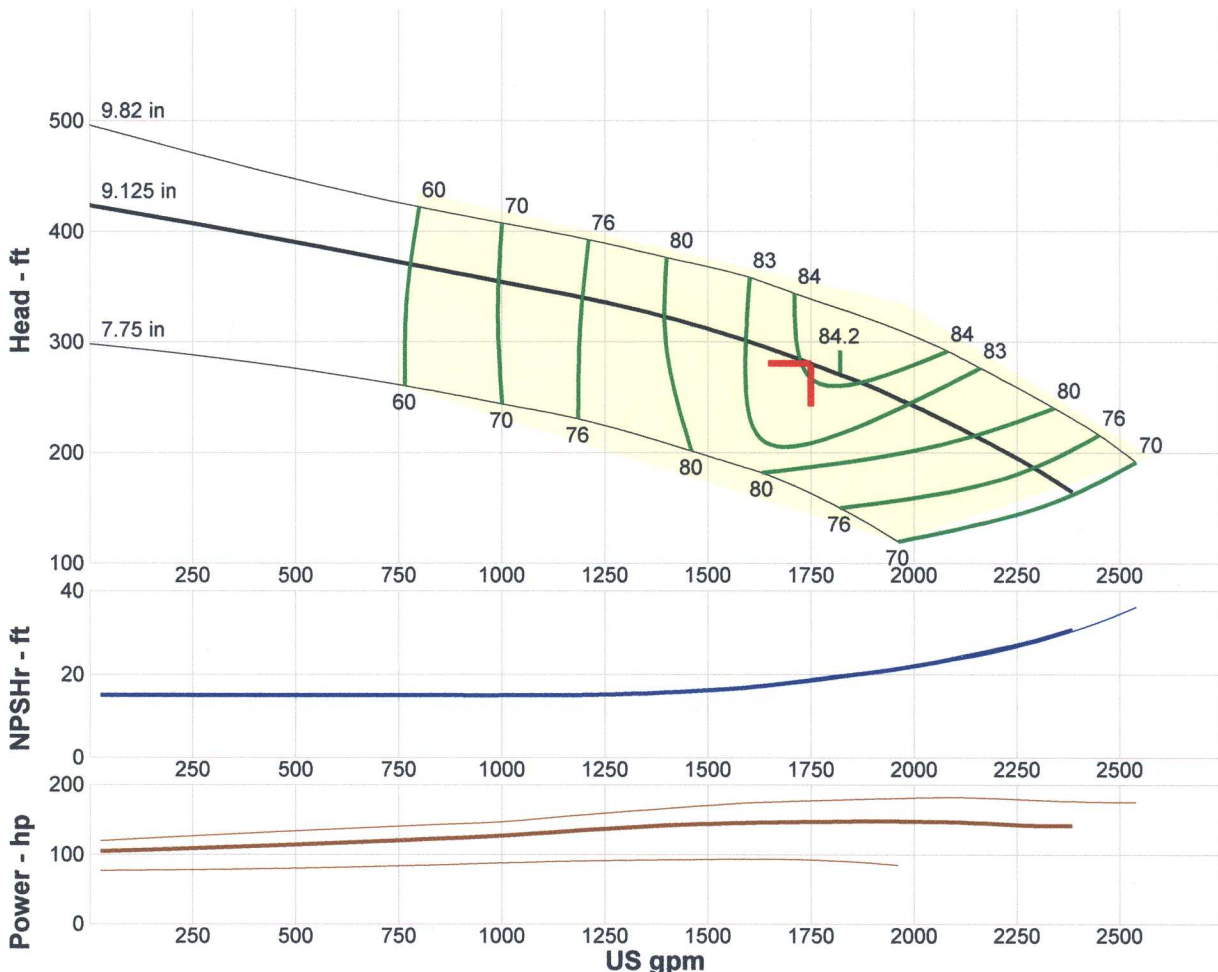
Temperature: 120 °F
Sphere size: 0.98 in
Pressure: 340 psi g

Sizing criteria: Max Power on Design Curve

--- Data Point ---
Flow: 1750 US gpm
Head: 280 ft
Eff: 84.1%
Power: 147 hp
NPSHr: 18.7 ft

-- Design Curve --
Shutoff Head: 423 ft
Shutoff dP: 183 psi
Min Flow: --- US gpm
BEP: 84.2% eff
@ 1820 US gpm
NOL Pwr: 148 hp
@ 1870 US gpm

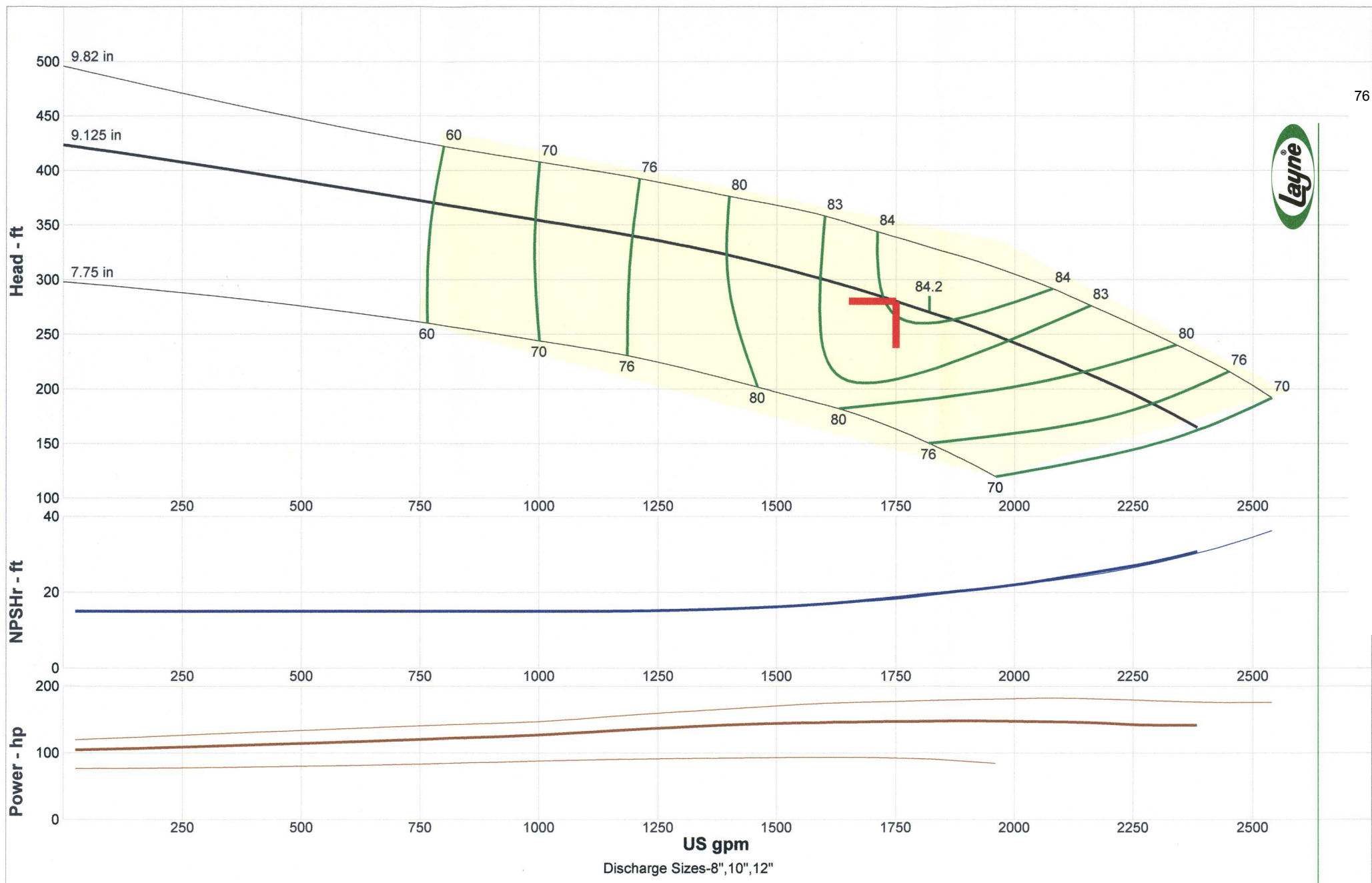
-- Max Curve --
Max Pwr: 182 hp
@ 2081 US gpm



Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
2100	1770	224	80.9	146	24
1750	1770	280	84.1	147	18.7
1400	1770	322	80.1	142	15.7
1050	1770	350	71.7	129	15
700	1770	376	54.1	119	15

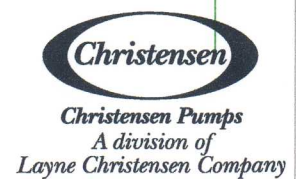




Company: LAYNE CHRISTENSEN
 Name: WELL #18; 150 HP SUBMERSABLE PUMP
 7/25/2008

Submersible 60 Hz
 Catalog: Ch Sub 60HZ, Vers 3.10
 Submersible - 1800
 Design Point: 1750 US gpm, 280 ft

Size: 14RJMC 4 stage
 Speed: 1770 rpm
 Dia: 9.125 in
 Curve: E6614RGPC3





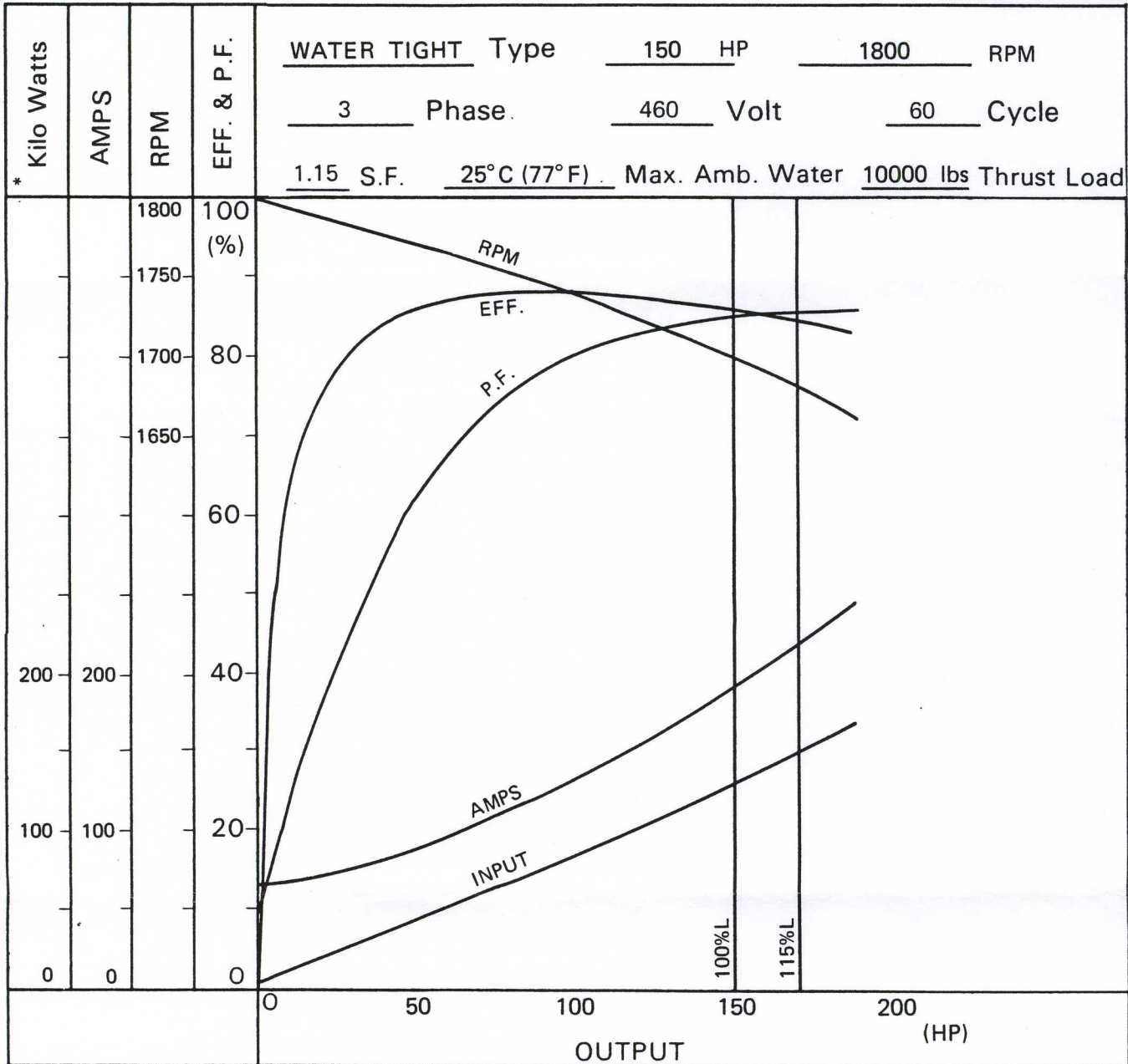
HITACHI

D 38

12" SUBMERSIBLE MOTOR PERFORMANCE CHARACTERISTICS

Date : 12/1/82
Supersedes : New

150HP
1800 RPM



LOAD (HP)	No load (-)	25% (37.5)	50% (75)	75% (112.5)	100% (150)	115% (172.5)	125% (187.5)
AMPS	67.1	80.4	109	146	191	223	244
EFF.	0	83.3	87.8	87.7	86.1	84.5	83.3
P.F.	11.5	52.4	73.5	82.1	85.4	86.1	86.2
RPM	1800	1779	1756	1730	1700	1677	1663
WATTS	6200	33580	63720	95700	130000	150000	168000

Full Load Torque 463 Foot Pounds
 Break Down Torque 801 Foot Pounds
 Locked Rotor Torque 667 Foot Pounds
 Locked Rotor Current 842 Amperes
 KVA Code D

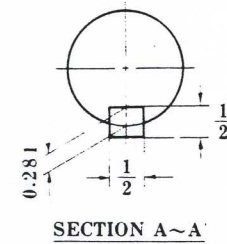
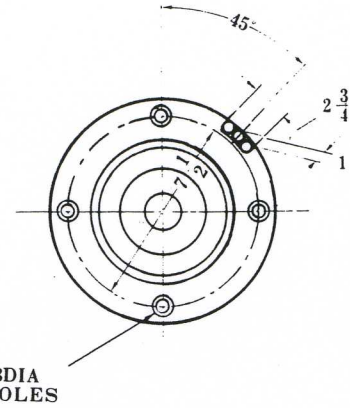
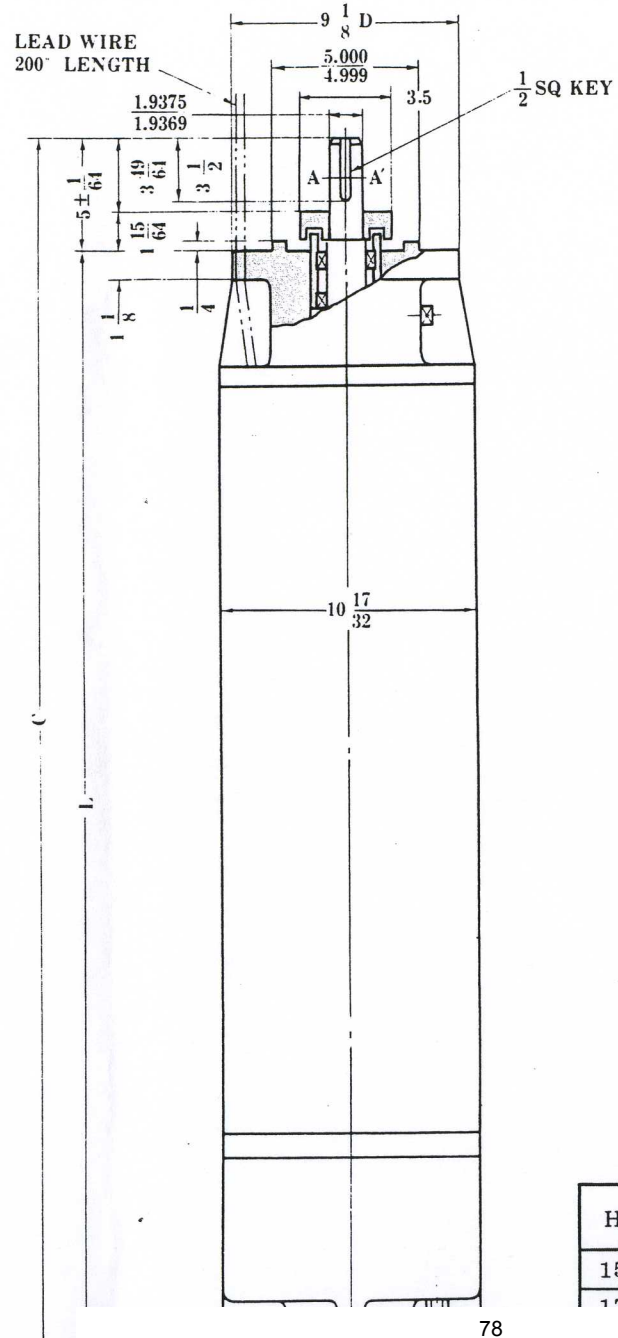
* Additional input watts due to thrust load – see page C6.
 Quick trip O.L. + short circuit protection required in each phase.

Power factor correction capacitor – see page C8.

4POLE HITACHI SUBMERSIBLE MOTORS

Date : 12/1/82
Supersedes : NEW

12" MOTOR



Dimensions in inches

HP	PHASE	VOLT	Hz	THRUST (LBS)	C	L
150	3	460	60	10000	61.30	56.30
175	3	460	60	10000	66.02	61.02

HITACHI SUBMERSIBLE MOTORS (4 POLE)

PERFORMANCE AND APPLICATION DATA

WELL DIA. (INCH)	HP	VOLTS	HZ	PHASE	SERVICE FACTOR	WINDING CONNECTION RESISTANCE WITH MOTOR LEADS (Ω) at 68°F (20°C)	RATED INPUT		SERVICE FACTOR INPUT		MAX. THRUST LOAD (LBS)	EFFICIENCY (%)			POWER FACTOR (%)			LOCKED ROTOR		OVERLOAD PROTECTION		STD. FUSE SIZE	DUAL ELEMENT FUSE SIZE
							AMPS	WATTS	AMPS	WATTS		F.L.	3/4	1/2	F.L.	3/4	1/2	AMPS	CODE	STARTER SIZE	HEATER CODE (FURNASE AMB. COMP.)		
10"	100	460	60	3	1.15	DELTA 0.214	142	85950	161	100100	10000	86.8	87.0	85.1	75.7	70.1	59.8	552	D	4	K94	450	175
"	100	380	50	3	1.0	" 0.214	172	88800	—	—	10000	84.0	85.7	85.2	78.3	74.3	64.5	555	C	4	K96	450	175
"	100	415	50	3	1.0	" 0.214	165	88800	—	—	10000	84.0	84.3	82.2	73.5	67.5	56.3	592	D	4	K96	450	175
"	125	460	60	3	1.15	" 0.173	174	108940	196	126910	10000	85.6	85.9	83.9	78.5	72.9	61.9	552	C	4-1/2	K29	600	200
"	125	380	50	3	1.0	" 0.173	210	112500	—	—	10000	84.3	84.6	82.6	83.2	77.3	65.6	560	A	4-1/2	K31	600	250
"	125	415	50	3	1.0	" 0.173	201	112500	—	—	10000	84.3	83.3	80.0	78.1	70.2	57.3	592	B	4-1/2	K31	600	250
12"	150	460	60	3	1.15	" 0.137	191	130000	223	150000	10000	86.1	87.7	87.8	85.4	82.1	73.5	842	D	4-1/2	K31	600	250
"	150	380	50	3	1.0	" 0.137	231	134300	—	—	10000	84.8	86.4	86.5	90.5	87.0	77.9	830	C	4-1/2	K32	600	250
"	150	415	50	3	1.0	" 0.137	216	130900	—	—	10000	85.5	87.7	86.6	84.4	80.0	69.7	890	D	4-1/2	K32	600	250
"	175	460	60	3	1.15	" 0.0773	224	147300	252	171000	10000	88.6	89.0	87.7	82.6	77.3	66.4	1250	G	6	K23	700	250
"	175	380	50	3	1.0	" 0.0773	271	152100	—	—	10000	87.3	87.7	86.4	87.6	81.9	70.4	1231	E	6	K23	700	275
"	175	415	50	3	1.0	" 0.0773	253	148400	—	—	10000	88.0	89.0	87.9	81.6	75.3	63.0	1320	F	6	K23	700	275
"	200	460	60	3	1.15	" 0.0773	253	169500	288	197400	10000	88.0	88.9	88.3	84.3	80.0	70.3	1250	E	6	K24	800	275
"	200	380	50	3	1.0	" 0.0773	306	175100	—	—	10000	86.7	87.6	87.0	89.4	84.8	74.5	1231	D	6	K26	800	325
"	200	415	50	3	1.0	" 0.0773	286	170700	—	—	10000	87.4	88.9	87.8	83.3	77.9	66.7	1320	E	6	K26	800	325
14"	250	460	60	3	1.15	" 0.0585	309	207700	348	240200	10000	89.8	89.7	88.0	84.4	80.5	71.6	1701	F	6	K27	900	350
"	250	380	50	3	1.0	" 0.0585	365	210300	—	—	10000	88.7	89.8	89.6	87.5	84.7	77.1	1647	D	6	K29	1000	400
"	250	415	50	3	1.0	" 0.0585	349	209100	—	—	10000	89.2	89.7	88.7	83.4	78.4	67.9	1799	F	6	K29	1000	400
"	300	460	60	3	1.15	" 0.052	367	250300	426	290500	10000	89.4	90.1	89.3	85.5	83.1	76.0	1701	E	6	K29	1200	500
"	300	380	50	3	1.0	" 0.052	434	258600	—	—	10000	88.1	88.7	88.0	90.6	88.1	80.5	1675	C	6	K32	1200	500
"	300	415	50	3	1.0	" 0.052	415	252000	—	—	10000	88.8	90.1	90.0	84.5	80.9	72.0	1799	D	6	K32	1200	500



RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING PURCHASE OF NEW PUMP AND
MOTOR FOR CITY WATER WELL NO. 18

=====

WHEREAS, Lodi Municipal Code Section 3.20.070 authorizes dispensing with bids for purchases of supplies, services or equipment when it is in the best interests of the City to do so; and

WHEREAS, the submersible 150 HP motor at City Water Well No. 18 failed on February 14, 2008, and this was the second time this same motor has failed after being rebuilt. The company that rebuilt the motor for Layne Christensen has not stood behind the work, blaming the City's electrical system or control panels for the motor's continued failure; and

WHEREAS, Layne Christensen has worked closely with the City to ensure that the City's electrical system and control panels are working properly. Therefore, Layne Christensen is backing the work and has made a generous offer to pay half the cost of a new pump and motor plus installation; and

WHEREAS, staff recommends replacing the pump and motor at City Water Well No. 18 rather than attempting to repair the existing motor a third time; and

WHEREAS, the cost of a new pump and motor at City Water Well No. 18 would be \$22,142. There is also an additional cost of \$5,000 for adding a column to position the pump and motor to a lower depth (to extend the life of the well) and for splicing in the new cable to the City's electrical control panel, for a total cost of \$27,142; and

WHEREAS, the pump and motor for Well 18 is covered under the City's insurance for major equipment through the California Joint Powers Risk Management Authority, and the City has already received an insurance settlement in the amount of \$36,193.01.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby adopt a resolution authorizing the purchase of a new pump and motor for City Water Well No. 18 from Layne Christensen, of Woodland, California, in the amount of \$27,142.

Dated: September 3, 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 September 3, 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 Purchase of Permits Plus Software for Public Works, Electric Utility and Fire Departments through Sole Supplier Accela, of San Ramon (\$23,965)

MEETING DATE: September 3, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the purchase of Permits Plus software for Public Works, Electric Utility and Fire Departments through sole supplier Accela, of San Ramon, California, in the amount of \$23,964.87.

BACKGROUND INFORMATION: Council approved the purchase of ten licenses of the Permits Plus software in 1997 for the Building Department. The ten licenses were shared with Public Works, Electric Utility and Fire Departments in order to fully integrate the City with the building permit process. The building permit program has since grown, resulting in more users trying to share the ten licenses available. Due to the limited number of licenses, some of the departments were only able to have one or two computers install the software, causing delays in the permit process.

Staff is recommending that Council approve the purchase of ten more licenses in the amount of \$23,964.87, assigned to the above departments. Ten new licenses will allow the departments to install the software onto more computers, thus speeding up the communication between departments. More licenses will improve permit processing by keeping up-to-date records for each building permit that are accessible to all license holders. By streamlining the permit process across all involved departments, the City will be able to provide more expedient service to its customers both over the phone and in person while ensuring that all permit requirements are met.

Whereas Lodi Municipal Code §3.20.070 authorizes dispensing with bids for purchase of supplies, services or equipment when it is in the best interest of the City to do so, staff recommends that Council authorize the purchase of this software through the sole supplier, Accela.

FISCAL IMPACT: In researching the purchase price, it was determined that purchasing the software licenses for all departments concurrently would save the City \$5,000.

FUNDING AVAILABLE: Funds for this purchase are included in the FY 08/09 budget as follows:

Public Works Water Operating Fund (180451)	\$2,396.48
Public Works Wastewater Operating Fund (170401)	\$2,396.48
Public Works Engineering Operating Fund (103021)	\$4,792.96
Electric Utility Electric Operating Fund (160612)	\$11,982.47
Fire Operating Fund (102013)	\$2,396.48

Kirk Evans, Budget Manager

Michael E. Pretz
Fire Chief

F. Wally Sandelin
Public Works Director

George F. Morrow
Electric Utility Director

Prepared by Chris Boyer, Junior Engineer
FWS/CB/pmf
cc: Jerry Moore, IS Network Administrator
Bob Vrabel, Building Inspector

Kevin Donnelly, Division Chief/Operations,
Danielle Rogers, Senior Administrative Clerk

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING PURCHASE OF PERMITS PLUS
SOFTWARE FOR PUBLIC WORKS, ELECTRIC UTILITY
AND FIRE DEPARTMENTS THROUGH SOLE SUPPLIER

=====

WHEREAS, Lodi Municipal Code Section 3.20.070 authorizes dispensing with bids for purchases of supplies, services or equipment when it is in the best interests of the City to do so; and

WHEREAS, Lodi City Council approved the purchase of ten licenses of the Permits Plus software in 1997 for the Building Department, which were shared with Public Works, Electric Utility and Fire Departments in order to fully integrate the City with the building permit process; and

WHEREAS, the building permit program has since grown, resulting in more users trying to share the ten licenses available. Due to the limited number of licenses, some of the departments were only able to have one or two computers install the software, causing delays in the permit process; and

WHEREAS, staff recommends that the City Council approve the purchase of ten more licenses in the amount of \$23,964.87, dedicated to the above departments, thus allowing the departments to install the software onto more computers, thus speeding up the communication between departments; and

WHEREAS, more licenses will improve permit processing by keeping up-to-date records for each building permit that are accessible to all license holders. By streamlining the permit process across all involved departments, the City will be able to provide more expedient service to its customers both over the phone and in person while ensuring that all permit requirements are met; and

WHEREAS, Accela, of San Ramon, California, is the sole supplier of Permits Plus software.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby adopt a resolution authorizing the purchase of Permits Plus Software for Public Works, Electric Utility and Fire Departments through sole supplier, Accela, of San Ramon, California, in the amount of \$23,964.87.

Dated: September 3, 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 September 3, 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 Sole Supplier Ingersoll Rand Security Technologies, of Pleasanton, to Provide Previously-Approved Transit Security Improvements and Appropriating Funds (\$42,850)

MEETING DATE: September 3, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing sole supplier Ingersoll Rand Security Technologies, of Pleasanton, to provide previously-approved Transit Security Improvements in the amount of \$42,850 and appropriating funds as shown below.

BACKGROUND INFORMATION: With the voter approval of Proposition 1B, which provided bond funding for Transportation projects, several classifications of funding were established by the California Legislature. One of the categories included in the bond funding was for transit security improvements. The City Council authorized submittal of the grant in May 2008 for a key card access system and cameras at the Lodi Station. The grant was approved and \$53,731 was received in July. Staff will return to Council at a future date to award a contract for the camera purchase.

The Transit Security Improvements at Lodi Station include the installation of wireless key card access on each of the buildings at the Lodi Multi-Modal Station. In addition, the improvements will include a badging station and key cards for all transit employees and drivers of transit systems using the breakroom. The system will restrict access to those rooms to only those whose keys unlock the door. Currently, the system uses a cipher lock which can potentially allow for the code to be passed to others.

Whereas Lodi Municipal Code §3.20.070 authorizes dispensing with bids for purchase of supplies, services or equipment when it is in the best interest of the City to do so, staff recommends that Council authorize Ingersoll Rand Security Technologies to provide the security improvements at the Lodi Station as the sole supplier. Ingersoll Rand installed and maintains the key access systems for the Lodi Police Department and for the Municipal Service Center. The system proposed for the Lodi Station will be consistent with the two other systems to allow for interoperability.

FISCAL IMPACT: The City of Lodi has already received the funding for this project. Failure to award a contract would result in the need to return the funding.

FUNDING AVAILABLE: Requested Appropriation: \$42,850 from the 1252 fund

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager
FWS/TMF/pmf
cc: Transportation Manager

Fleet and Facilities Manager

APPROVED: _____
Blair King, City Manager

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
TRANSIT SECURITY IMPROVEMENTS BY SOLE SUPPLIER AND
FURTHER APPROPRIATING FUNDS

WHEREAS, with the voter approval of Proposition 1B, which provided bond funding for Transportation projects, several classifications of funding were established by the California Legislature, one of the categories included in the bond funding was for transit security improvements; and

WHEREAS, the Lodi City Council authorized submittal of the grant in May 2008 for a key card access system at the Lodi Station. The grant was approved and \$53,731 was received in July; and

WHEREAS, the Transit Security Improvements at Lodi Station include the installation of wireless key card access on each of the buildings at the Lodi Multi-Modal Station. In addition, the improvements will include a badging station and key cards for all transit employees and drivers of transit systems using the breakroom; and

WHEREAS, Ingersoll Rand installed and maintains the key access systems for the Lodi Police Department and for the Municipal Service Center. The system proposed for the Lodi Station will be consistent with the two other systems to allow for interoperability; and

WHEREAS, Lodi Municipal Code Section 3.20.070 authorizes dispensing with bids for purchases of supplies, services or equipment when it is in the best interests of the City to do so; and

WHEREAS, staff recommends that Council authorize Ingersoll Rand Security Technologies to provide the security improvements at the Lodi Station as the sole supplier.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby adopt a resolution authorizing sole supplier Ingersoll Rand Security Technologies, of Pleasanton, California, to provide Transit Security Improvements, in the amount of \$42,850; and

BE IT FURTHER RESOLVED that funds in the amount of \$42,850 be appropriated from the Transit 1252 fund for this project.

Dated: September 3, 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 September 3, 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 Awarding Construction Contract for Finance Department Relocation Project to Sequoia Pacific Builders, Inc., of Roseville (\$598,160) and Appropriating \$100,000 in Additional Funds (Total Project \$750,000)

MEETING DATE: September 3, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the construction contract for the Finance Department Relocation Project to Sequoia Pacific Builders, Inc., of Roseville, California, in the amount of \$598,160; authorizing the City Manager to execute change orders within the project budget (\$750,000); and appropriating \$100,000 for the project.

BACKGROUND INFORMATION: At its July 16, 2008 meeting, Council authorized the advertisement for bids for the construction of the above project. Bids were received and opened on August 21, 2008. A total of 12 bids were received. Sequoia Pacific Builders, Inc., was the lowest responsible bidder meeting the bid requirements.

The construction project includes the renovation of the interior space, staff bathrooms, ADA access, and new heating, ventilation and air conditioning (HVAC). The total project appropriation includes project-related expenses, such as the cost to relocate existing office system furniture, and contingencies. The contract requires all work to be completed within 210 calendar days.

On August 21, 2008, the following bids were received:

Bidder	Base Bid	Bid Bond	Addendum Receipt	Prebid Attendee
Sequoia Pacific Builders, Inc.	\$598,160.00	Yes	Yes	Yes
BC Construction	\$624,939.00	Yes	Yes	Yes
Diede Construction	\$636,744.00	Yes	Yes	Yes
SW Allen Construction	\$680,927.00	Yes	Yes	Yes
BRC Construction	\$689,405.00	Yes	No	Yes
Matt McCarty Construction	\$696,516.00	Yes	Yes	Yes
SLS Construction, Inc.	\$722,000.00	Yes	Yes	Yes
Roek Construction	\$722,000.00	Yes	Yes	Yes
The McDonald Glenn Co.	\$736,206.00	Yes	Yes	Yes
Purdy Builders, Inc.	\$772,100.00	Yes	No	Yes
Hometown Construction, Inc.	\$777,777.00	Yes	Yes	Yes
Kel-Tec Builders	\$835,480.00	Yes	Yes	Yes

APPROVED: _____
Blair King, City Manager

Adopt Resolution Awarding Construction Contract for Finance Department Relocation Project to Sequoia Pacific Builders, Inc, of Roseville (\$598,160) and Appropriating \$100,000 in Additional Funds (Total Project \$750,000)
September 3, 2008
Page 2

FISCAL IMPACT: Savings from current lease payments will be used to offset project costs. Total cost recovery is approximately 4.5 years/55 months.

FUNDING AVAILABLE: Funding is included in the budget for fiscal year 2008/09 General Fund Capital (\$650,000).

Requested Appropriation: General Fund Capital (1211) \$100,000

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

FWS/GW/pmf

cc: Dennis Callahan, Fleet and Facilities Manager
Gary Wiman, Construction Project Manager

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and SEQUOIA PACIFIC BUILDERS, 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
- Information to Bidders
- General Conditions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Plans (Drawings)
- Specifications
- Addenda

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

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

Perform the work necessary to furnish all labor, material, tax, equipment, and services necessary for the construction and completion of the "City of Lodi Finance Department Relocation" Project and associated improvements. The Project includes: demolition, framing, concrete, plumbing, HVAC, HVAC controls, electrical, voice and data cabling, and all associated work as described in the project plans (drawings) and specifications, all in accordance with the specifications and working details and other contract documents now on file with the Director of Public Works, City Hall, 221 W. Pine Street, Lodi.

Item	Description	Unit	Total Price
1.	Finance Department Relocation Project (Lump Sum)		\$598,160.00

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

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

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to completion within **210 CALENDAR DAYS**.

When signing this contract, the contractor agrees that the time of completion for this contract is reasonable and the contractor agrees to pay the city liquidated damages of **\$1,000.00 per day for each day the work is not completed** beyond the time specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the contractor under the contract.

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

CONTRACTOR:

CITY OF LODI

By: _____

Blair King
City Manager

By: _____

Date: _____

Attest:

Title

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONSTRUCTION CONTRACT FOR
FINANCE DEPARTMENT RELOCATION PROJECT,
AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDERS WITHIN THE PROJECT BUDGET,
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 21, 2008, at 2:00 p.m. for the Finance Department Relocation project described in the specifications therefore approved by the City Council on July 16, 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>Base Bid</u>
Sequoia Pacific Builders, Inc.	\$598,160.00
BC Construction	\$624,939.00
Diede Construction	\$636,744.00
SW Allen Construction	\$680,927.00
BRC Construction	\$689,405.00
Matt McCarty Construction	\$696,516.00
SLS Construction, Inc.	\$722,000.00
Roek Construction	\$722,000.00
The McDonald Glenn Co.	\$736,206.00
Purdy Builders, Inc.	\$772,100.00
Hometown Construction, Inc.	\$777,777.00
Kel-Tec Builders	\$835,480.00

WHEREAS, staff recommends awarding the construction contract for the Finance Department Relocation project to the lowest responsible bidder, Sequoia Pacific Builders, Inc., of Roseville, California.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council does hereby award the construction contract for the Finance Department Relocation project to the lowest responsible bidder, Sequoia Pacific Builders, Inc., of Roseville, California, in the amount of \$598,160; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute change orders within the project budget of \$741,576; and

BE IT FURTHER RESOLVED that funds in the amount of \$150,000 be appropriated from the General Fund Capital Account for this project.

Dated: September 3, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the Lodi City Council in a regular meeting held September 3, 2008, by the following votes:

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 Awarding Contract for Residential Water Meter Installation Project (Phase 3) to Presidio Systems, Inc., of Livermore (\$76,981); Authorizing Purchase of 1,930 Water Meters and 400 Electronic Radio Transponders from National Meter and Automation, Inc., of Santa Rosa (\$345,964); and Appropriating Funds (\$18,500)**

MEETING DATE: **September 3, 2008**

PREPARED BY: **Public Works Director**

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the Residential Water Meter Installation Project (Phase 3) to Presidio Systems, Inc., of Livermore, in the amount of \$76,981.10; authorizing the purchase of 1,930 water meters and 400 electronic radio transponders from National Meter and Automation, Inc., of Santa Rosa, in the amount of \$345,963.70; and appropriating funds in accordance with the recommendation shown below.

BACKGROUND INFORMATION: This project includes the installation of approximately 1,930 domestic water meters with remote read capabilities and 400 electronic radio transponders (ERTs).

This project is the third phase of the water meter installation program. Phase 1 was a pilot project that included the installation of 394 domestic water meters with remote read capabilities, while Phase 2 included the installation an additional 542 domestic water meters with remote read capabilities. Phase 3 will install water meters in residential subdivisions that have meter boxes already installed. The project will also replace approximately 400 ERTs which were installed with the water meter pilot project in 2005 at a cost of \$28,500. The previously installed ERTs from the pilot project area have less power (50 watts vs. the new 60 watts), are unreliable and have short signal ranges. The new ERTs will provide more reliable and consistent readings and a longer battery life. The affected residents will still be charged a flat rate for their water usage until such time that City starts the usage-based water billing program, which, by state law, must begin by January 1, 2011.

Plans and specifications for the meter installation project were approved on July 16, 2008. The City received the following 13 bids for this project on August 13, 2008.

Bidder	Location	Bid
Engineer's Estimate		\$ 114,846.00
Presidio Systems, Inc.	Livermore	\$ 76,981.10
Pacific Meter Service	Reno, NV	\$ 87,635.31
G M Construction & Developers	Citrus Height	\$ 99,603.00
Teichert Construction	Stockton	\$ 101,924.00
Vulcan Construction & Maintenance	Fresno	\$ 115,518.00

APPROVED: _____
Blair King, City Manager

Adopt Resolution Awarding Contract for Residential Water Meter Installation Project (Phase 3) to Presidio Systems, Inc., of Livermore (\$76,981); Authorizing Purchase of 1,930 Water Meters and 400 Electronic Radio Transponders from National Meter and Automation, Inc., of Santa Rosa (\$345,964); and Appropriating Funds (\$18,500)
 September 3, 2008
 Page 2

Bidder (cont.)	Location	Bid
Lawrence Backhoe Service	Atwater	\$ 117,083.00
Florez Paving	Sacramento	\$ 123,386.00
DSS Company	Stockton	\$ 130,222.00
Carl Crutchfield Construction	Stockton	\$ 132,392.00
Preston Pipeline	Milpitas	\$ 137,095.00
Arrow Construction	Sacramento	\$ 181,742.00
West Valley Construction	San Jose	\$ 188,905.00
Odyssey Landscape Company	Stockton	\$ 190,599.00

Staff received separate bids for the water meters and ERTs. Staff sent out three Requests for Bids for the equipment purchase and received only one bid. The bid price for the water meters and ERTs is competitive (\$156) compared to last year's price (\$179.90). The price of the water meter alone is \$106. Staff recommends that Council authorize the purchase from National Meter and Automation, Inc., of Santa Rosa, in the amount of \$345,963.70 to provide the Badger water meter assemblies and ERTs to the City for this project.

The total project budget for the meter purchase and installation will be approximately \$507,500, including engineering, inspection and contingencies. A change order will be added to this contract to include the installation of up to 25 meters at locations where no meter facilities exist to aid in budgeting for the next phase of the meter retrofit program.

FISCAL IMPACT: The water rates for the affected residents will remain on a flat rate until such time that the City adopts a residential water rate schedule. There will be a slight increase in long-term maintenance and replacement costs, which will be addressed in the future metered water rate.

FUNDING AVAILABLE: Requested Appropriation: Water Capital Fund (181462) \$18,500
 \$489,000 is appropriated in the FY 08/09 budget for this project in the Water Capital Fund (181462).

Kirk Evans, Budget Manager

F. Wally Sandelin
 Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
 FWS/LC/pmf
 cc: City Attorney
 Purchasing Officer
 Water Service Manager
 Senior Civil Engineer Chang

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and PRESIDIO SYSTEMS, 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:

Perform the work necessary to install 1,930 domestic water meters and 397 electronic radio transponders in the designated area shown on the installation location drawings. The water meters will be provided by the City and include remote reading hardware and accessories, all as shown on the plans and specifications for "Residential Water Meter Installation Project (Phase 3)".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Install City Provided Water Meters and Electronic Radio Transponder	EA	1,930	\$ 28.79	\$55,564.70
2.	Install City Provided Electronic Radio Transponder Only	EA	397	\$ 21.20	\$ 8,416.40
3.	Replace Broken Customer Valve	EA	40	\$ 125.00	\$ 5,000.00
4.	Meter Alignment Adjustment and Meter Box and Lid Replacement	LS	1	\$ 8,000.00	\$ 8,000.00
TOTAL					\$76,981.10

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

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the

Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 70 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: _____
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 THE
CONTRACT FOR RESIDENTIAL WATER METER INSTALLATION
PROJECT (PHASE 3), AUTHORIZING THE PURCHASE OF 1,930
WATER METERS AND 400 ELECTRONIC RADIO TRANSPONDERS
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 13, 2008, at 11:00 a.m. for the Residential Water Meter Installation Project (Phase 3) described in the specifications therefore approved by the City Council on July 16, 2008; and

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

Bidder	Bid
Presidio Systems, Inc.	\$ 76,981.10
Pacific Meter Service	\$ 87,635.31
G M Construction & Developers	\$ 99,603.00
Teichert Construction	\$ 101,924.00
Vulcan Construction & Maintenance	\$ 115,518.00
Lawrence Backhoe Service	\$ 117,083.00
Florez Paving	\$ 123,386.00
DSS Company	\$ 130,222.00
Carl Crutchfield Construction	\$ 132,392.00
Preston Pipeline	\$ 137,095.00
Arrow Construction	\$ 181,742.00
West Valley Construction	\$ 188,905.00
Odyssey Landscape Company	\$ 190,599.00

WHEREAS, staff recommends awarding the contract for the Residential Water Meter Installation Project (Phase 3) to the low bidder, Presidio Systems, Inc., of Livermore, California; and

WHEREAS, staff sent out three Requests for Bids for the water meter purchase and received one bid by the bid date of August 8, 2008; and

WHEREAS, the bid price for the water meters and ERTs seems competitive (\$156.00 versus \$179.90 last year) and staff recommends that Council authorize the purchase of 1,930 water meters and 400 electronic radio transponders from National Meter and Automation, Inc., of Santa Rosa, in the amount of \$345,963.70.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Residential Water Meter Installation Project (Phase 3) to the low bidder, Presidio Systems, Inc., of Livermore, California, in the amount of \$76,981.10; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the purchase of 1,930 water meters and 400 electronic radio transponders from National Meter and Automation, Inc., of Santa Rosa, California, in the amount of \$345,963.70; and

BE IT FURTHER RESOLVED that funds in the amount of \$18,500 be appropriated from the Water Fund for this project.

Dated: September 3, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the Lodi City Council in a regular meeting held September 3, 2008, by the following votes:

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 Amendment to Lease Agreement with Verizon Wireless

MEETING DATE: September 3, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing an amendment to the lease agreement with Verizon Wireless.

BACKGROUND INFORMATION: The City currently has a lease with Verizon Wireless for approximately 468 square feet of ground space at the Municipal Service Center. Verizon is requesting an amendment to the current agreement that would add an additional 162 square feet of ground space for the placement of an emergency generator. Verizon would also construct an enclosure for the generator on the additional leased ground space. Also included in the lease amendment is an increase to their monthly rent paid to the City. Verizon currently pays \$633.38 per month, which escalates annually by the CPI change. The lease amendment will require Verizon to pay an additional \$250 a month for the additional ground space leased. City staff has reviewed and approved the plans for the site and the construction of the enclosure. Verizon will obtain the appropriate permits for construction once the amendment is approved. Attached is the current lease with Verizon and the proposed amendment.

FISCAL IMPACT: If approved, the lease amendment will provide additional revenue of \$3,000 a year to the General Fund.

FUNDING AVAILABLE: None required.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida, Management Analyst

FWS/RA/pmf

Attachments

APPROVED: _____
Blair King, City Manager

LEASE AGREEMENT

(Ground Space at
1145 S. Ham Lane)

THIS LEASE AGREEMENT ("Agreement") entered into as of this 14th day of November, 2003, by and between the CITY OF LODI, a municipal corporation, with its mailing address located at P.O. Box 3006, Lodi, CA 95241, Tax ID # 94-6000361 ("Landlord") and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Tenant") with an address at 180 Washington Valley Road, Bedminster, New Jersey 07921.

Background

A. Landlord is the owner in fee simple of a parcel of land located in the City of Lodi, San Joaquin County, State of California, legally described on the attached Exhibit A (the "Property") and commonly known as 1145 S. Ham Lane, on which an existing communications facility owned by Stockton Cellular Telephone Company, also known as AT&T Wireless ("AT&T"), is located.

B. Tenant desires to lease ground space on the Property for the installation and operation of certain communication facilities, which include antennas, connecting cables and appurtenances, equipment cabinets and/or an equipment building (collectively, "Tenant's Facilities") for the use in connection with its communications business, together with a right-of-way for access thereto (hereinafter referred to as the "Premises"), containing approximately four hundred sixty eight (468) square feet as substantially shown on Exhibit "B" attached hereto and made a part hereof.

Lease Agreement

In consideration of their mutual covenants, the Landlord and Tenant agree as follows:

1. Lease Premises.

a. Landlord leases to Tenant and Tenant leases from Landlord a portion of the Property, consisting of approximately four hundred sixty eight (468) square feet of space on the ground, together with any necessary easements for access, coax cables and utilities as shown on the Site Plan attached as Exhibit B (the "Premises"). Tenant understands that subject to the provisions of paragraph 12, Interference, Landlord may lease space in the surrounding area to other entities.

b. It is understood by Landlord and Tenant that it is Tenant's intent to co-locate its antennas on AT&T's pre-existing tower. Tenant represents and warrants that AT&T and Tenant are in negotiations regarding the installation of Tenant's antennas upon AT&T's antenna structure and that AT&T has reviewed and approved Tenant's proposed receiving and transmitting frequencies.

c. This Agreement is not a franchise pursuant to any City, State, or Federal laws, nor is it a permit to use the rights-of-way of the City for other than ingress and egress purposes except those areas covered by this Agreement. Any such franchise or permit must be obtained separately from Landlord.

2. Term. The initial term of this Agreement ("Initial Term") shall be ten (10) years commencing on the Commencement Date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last; provided, however, that notwithstanding the foregoing, the Commencement Date shall be no later than ninety (90) days after the date the Agreement is executed by all Parties.

Tenant is hereby granted an option to extend the Initial Term of this Agreement on the same terms and conditions for three (3) additional five (5) year periods ("Option Periods"). This Agreement shall automatically be extended for an Option Period unless Tenant notifies Landlord in writing of Tenant's intention not to extend this Agreement at least ninety (90) days prior to the expiration of the then-existing Initial Term or Option Period. Subsequent extensions will be by mutual consent of Tenant and Landlord under the same terms and conditions; provided, however, that if Tenant and Landlord fail to agree to subsequent extensions, then this Agreement shall continue in force upon the same terms and conditions for a further period of one (1) year and for like annual periods thereafter, until and unless terminated by either party by giving to the other written notice of its intention to so terminate at least one (1) year prior to the date of lease expiration.

3. Rent.

a. Tenant shall pay Landlord as monthly rent for the Premises the sum of Five Hundred Sixty-Two and 75/100 Dollars (\$562.75) ("Base Rent"). The obligation to pay rent will begin immediately upon the Commencement Date.

b. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the amount due for any payment not paid within ten (10) days after when due. Any amounts not paid within ten (10) days after when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

c. Within sixty (60) days following the full execution of this Agreement by Tenant and Landlord, Tenant shall pay Landlord the sum of Two Thousand Five Hundred Dollars (\$2,500.00) as processing fee.

d. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Base Rent for the prior year.

Kettleman

e. If this Agreement is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

f. To the extent that Landlord desires to purchase cellular telephone service from Tenant, Tenant shall offer this service to Landlord at the rate and terms that Tenant then offers to other governmental entities.

g. Base Rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset.

4. Use of Premises.

a. Tenant shall use the Premises for the installation, operation, and maintenance of Tenant's Facilities for the transmission, reception and operation of a wireless communications system and uses incidental thereto. Subject to the terms and conditions contained herein, Landlord may permit others to use other portions of the Property.

b. Tenant shall, at its expense, comply with all present and future applicable federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Tenant's Facilities and/or the Premises. Landlord agrees to reasonably cooperate with Tenant, but at no expense to Landlord, in obtaining any governmental licenses and permits required for or substantially required by Tenant's use of the Premises.

c. Tenant agrees to install on a one-time basis only landscape irrigation and plant materials on the Premises at a cost to Tenant not to exceed the sum of Six Thousand Seven Hundred Dollars (\$6,700.00); provided however, that Landlord shall be responsible at its sole cost and expense for any and all maintenance of such landscape irrigation and plant materials installed by Tenant.

d. Removal of Tenant's Facilities.

(1) Tenant shall remove Tenant's Facilities from the Premises upon termination of the Agreement. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Property, including use of the Property by Landlord of any of Landlord's assignees or Tenants. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Premises to the

reasonable satisfaction of Landlord (Landlord agrees that normal wear and tear shall not require restoration).

(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

5. Construction Standards. Tenant's Facilities shall be installed on the Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint Tenant's Facilities in a manner reasonably consistent with their surroundings.

6. Installation of Equipment

a. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, Tenant's Facilities as described on Exhibit B.

b. Tenant's installation of all Tenant's Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld or delayed.

c. Within thirty (30) days after completion of the construction of Tenant's Facilities, Tenant shall provide Landlord with as-built drawings of Tenant's Facilities and the improvements installed on the Premises, which show the actual location of all equipment and improvements consistent with Exhibit B.

7. Maintenance.

a. Tenant shall, at its own expense, maintain Tenant's Facilities and any equipment on or attached to the Premises in a safe condition, in good repair, and in a manner reasonably suitable to Landlord. Tenant shall not unreasonably interfere with the use of the Property by other tenants so long as the equipment of each such tenant was pre-existing on the date this Agreement was fully executed by the parties and such equipment has not been modified after the date this Agreement was fully executed by the parties.

b. Tenant shall have sole responsibility of the maintenance, repair, and security of its equipment, personal property, Tenant's Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease Term.

c. Tenant shall keep the Premises free of debris and anything of a dangerous or offensive nature or which would create a hazard or undue vibration, heat or noise.

8. Access.

a. Tenant shall have the right (but not the obligation) at any time following the full execution of this Agreement and prior to the Commencement Date, to enter the Property

and/or the Premises for the purpose of making necessary inspections and engineering surveys (and soil test where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Tenant's Facilities and for the purpose of preparing for the construction of Tenant's Facilities. During any Tests or pre-construction work, Tenant will have insurance as set forth in paragraph 19, Indemnity and Insurance. Tenant will notify Landlord of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Landlord. If Tenant determines that the Premises are unsuitable for Tenant's contemplated use, then Tenant shall have the option to terminate this Agreement.

b. Following the Commencement Date, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, in order to install, operate, and maintain Tenant's Facilities. Tenant's access shall be by means indicated on Exhibit B.

9. Utilities. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith.

10. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

11. Approvals; Compliance with Laws. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Tenant shall erect, maintain and operate Tenant's Facilities in accordance with applicable site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission or any other governing bodies.

12. Interference.

a. Tenant's installation, operation, and maintenance of its transmission facilities shall not damage or unreasonably interfere with Landlord's pre-existing non-telecommunications operations or related repair and maintenance activities. Tenant agrees to cease all such actions which materially interfere with Landlord's non-telecommunications operations existing as of the date this Agreement is fully executed promptly upon written notice of such actual interference, provided, however, in such case, Tenant shall have the right to terminate the Agreement. Landlord, at all times during this Agreement, subject to the provisions paragraph 12(b) herein below, reserves the right upon at least thirty (60) days prior written notice to Tenant to take any action it deems reasonably necessary, in its sole discretion, to repair, maintain, alter or improve the Property in connection with its operations as may be necessary.

b. Landlord shall not cause interference or permit interference with Tenant's communications operations by any party who installs equipment on the Property after Tenant or by any pre-existing party, which modifies its equipment after the date of this Agreement. In the event any other party requests a lease and/or permission to place any type of additional antennas or transmission facility on the Property, the procedures of paragraph 12(c) herein below shall be

used to determine whether such antennas or transmission facility is likely to interfere with Tenant's transmission operations.

c. If Landlord receives any such request, Landlord shall submit a proposal complete with all technical specifications reasonably requested by Tenant to Tenant for review for noninterference; however, Landlord shall not be required to provide Tenant with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. If Landlord proposes to install its own communications facility on the Property, Landlord will submit a proposal complete with all technical specifications reasonably requested by Tenant to Tenant for review for noninterference. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of antennas or transmission facilities pursuant to said proposal. If Tenant gives notice of objections due to interference during such thirty (30) day period, then Landlord shall not proceed with such proposal unless Landlord modifies the proposal in a manner determined, in Landlord's reasonable judgment and, subject to Tenant's reasonable approval, to adequately reduce the interference. In that case, Landlord may proceed with the proposal.

d. Tenant's use and operation of its facilities shall not interfere with the use and operation of other communication facilities on the Property which pre-existed Tenant's facilities and/or which have not been modified subsequent to the installation of Tenant's facilities. If Tenant's Facilities cause interference, then after Tenant's receipt of written notice thereof, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, Tenant may terminate this Agreement.

13. Default and Landlord's Remedies. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within thirty (30) days after written notice thereof is received by Tenant from Landlord; or if Tenant defaults in the performance of any other covenant or condition of this Agreement and does not cure such other default within thirty (30) days after receipt of written notice from Landlord specifying the default complained of, provided the Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; or if Tenant abandons or vacates the Premises and fails to pay the Base Rent hereunder; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

In the event of a material default which is not cured during the applicable cure period, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, with notice to re-enter the Premises and eject all persons therefrom, and either:

(a) Declare this Agreement at an end, in which event Tenant shall immediately remove the Tenant's Facilities [and proceed as set forth in paragraph 4(c)] and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid Rent accrued through the date of termination, (ii) the amount-by-which the unpaid Rent reserved for the balance of the Term exceeds the amount of such rental loss that Tenant proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount reasonably necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Agreement, or

(b) Utilize the remedy described in California Civil Code Section 1951.4 (lessor may continue the lease in effect and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations) however, in any event, Landlord may not recover under this paragraph 13(b) an amount which exceeds six (6) payments of the Base Rent in effect for the month immediately preceding Tenant's default and abandonment of the Premises.

If suit shall be brought by either party for breach of any covenant of this Agreement, the non-prevailing party shall pay to the prevailing party all expenses incurred, including reasonable attorneys' fees.

14. Cure by Landlord. In the event of any default of this Agreement by Tenant, Landlord may at any time, after at least thirty (30) days prior written notice to Tenant, cure the default for the account of and at the expense of Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce Landlord's rights under this Agreement and Landlord is the prevailing party, then the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

15. Optional Termination.

a. This Agreement may be terminated in writing by Tenant if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of Tenant's Facilities or Tenant's business, or if, due to technological changes or for any other reason Tenant, in its sole discretion, determines that it will be unable to use the Premises for Tenant's intended purposes by Tenant.

b. If, during the Term of this Agreement, there is a determination made pursuant to an order of the Federal Communications Commission that Tenant's Use of the Premises poses a material risk to the public health or safety which cannot be remediated, then Landlord may notify Tenant that Landlord terminates this Agreement, and this Agreement shall terminate one (1) year after Tenant's receipt of such notice.

c. Upon termination of this Agreement for any reason, Tenant shall remove its equipment, personal property, Tenant's Facilities, and leasehold improvements from the Premises on or before the date of termination, and shall repair any damage to the Premises

caused by such equipment, normal wear and tear excepted, all at Tenant's sole cost and expense. Any such property or facilities which are not removed by the end of the Term shall become the property of Landlord.

16. Liquidated Damages; Termination. Notice of Tenant's termination pursuant to paragraph 15(a)(i) shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Agreement of the Premises prior to said termination date shall be retained by Landlord. If such notice is received by Landlord prior to the Commencement Date, then upon such termination, this Agreement shall become null and void and the parties shall have no further obligations to each other except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. If such notice is received by Landlord after the Commencement Date, then upon such termination, this Agreement shall become null and void and the parties shall have no further obligations to each other, except that Tenant shall pay Lessor six (6) months Rent as payment for such termination and except to the extent of the representations, warranties and indemnities made by each party to the other hereunder.

17. Alteration, Damage or Destruction. If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of Tenant's Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Agreement upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove Tenant's Facilities from the Premises, repair any damage caused by such removal, normal wear and tear and damage by casualty excepted. This Agreement (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord and Tenant shall have no obligation to repair any damage to any portion of the Premises which was caused by casualty. Tenant shall have the right, but not the obligation, to repair damage to the Premises in order to continue its operations on the Premises.

18. Condemnation. In the event the Property is taken by eminent domain, this Agreement shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, Tenant shall have the right to terminate this Agreement as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Tenant's Facilities, and leasehold improvements.

19. Indemnity and Insurance.

a. Disclaimer of Liability: Except to the extent caused by the negligence, intentional misconduct, or omissions of Landlord or of any agent, servant or employee of Landlord, any associated, affiliated, allied or subsidiary entities of Landlord now existing or hereinafter created, or their respective officers, boards, commissions, employees, agents, attorneys, and contractors, Landlord shall not at any time be liable for injury or damage occurring to any person or property from any other cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Antenna Facilities. Notwithstanding the foregoing, Landlord shall indemnify, defend, and hold Tenant, its employees, agents, servants, and all associated, affiliated, allied and subsidiary entities of Tenant now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys and contractors, successors and assigns, harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorneys' fees)("Claims"), arising out of or connected with the (i) negligence, willful misconduct or omissions of Landlord, its agents or contractors, (ii) violation of law by Landlord, its agents or contractors, (iii) breach of any duty or obligation by Landlord under this Agreement, or (iv) any condition relating to the Premises which Tenant has no obligation to repair or maintain, except for Claims occurring on the Premises which are due to or caused by the negligence or willful misconduct of Tenant, its agents or contractors.

b. Indemnification: Except to the extent caused by the negligence, omissions or intentional misconduct of Landlord or of any agent, servant or employee of Landlord or any associated, affiliated, allied or subsidiary entities of Landlord now existing or hereinafter created, or their respective officers, boards, commissions, employees, agents, attorneys, and contractors, Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord, its agents, servants and employees and all associated, affiliated, allied and subsidiary entities of Landlord now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees") from and against:

i. Any loss, cost, claim, liability, action, damage, injury to or death of any person, (including reasonable attorneys' fees) ("Claims"), arising out of or connected with the (i) negligence, willful misconduct or omissions of Tenant, its agents or contractors, (ii) violation of law by Tenant, its agents or contractors in connection with this Agreement, (iii) breach of any duty or obligation by Tenant under this Agreement.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against Landlord, its employees, successors and assigns by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Tenant's Facilities, and, upon the prior written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within sixty (60) days following such request.

c. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel.

d. Insurance: During the Term of this Agreement, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of Three Million Dollars (\$3,000,000.00) as the combined single limit for each occurrence of bodily injury personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000.00) as the combined single limit of each occurrence for bodily injury and property damage.

iv. At the start of and during the period of any construction, Tenant shall cause Tenant's contractor to maintain builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antenna Facilities. Upon completion of the installation of the Antenna Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antenna Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

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v. All policies shall be written on an occurrence and not on a claims made basis.

vi. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

e. Additional Insureds: All policies, except for business interruption, property damage and workers compensation policies, shall name Landlord, its employees,

electd and appointed boards, commissions, officers, agents, successors and assigns as additional insureds (herein referred to as the "Additional Insureds"). Each policy which includes Additional Insureds hereunder, shall contain cross liability wording, as follows: be primary insurance unaffected by any insurance or the equivalent self-insurance Landlord may have which shall be excess only and not contributing with this insurance.

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OS
[Signature]

~~"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."~~

f. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph shall be filed and maintained with Landlord annually upon written request by Landlord during the Term of this Agreement. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord. Landlord shall immediately advise Tenant of any claim or litigation that may result in liability to Tenant.

g. Cancellation of Policies of Insurance: ~~All~~The certificate of insurance policies maintained pursuant to this Agreement will show that Tenant's insurance broker-agent shall contain the following endorsement: "At provide at least thirty (30) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, such notice to be given by mail to the parties named in paragraph 24 of the Agreement."

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OS
[Signature]

h. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of California or surplus line carriers on the State of California Insurance Commission's approved list of companies qualified to do business in the State of California. All insurance carriers and surplus line carriers shall be rated A₊ or better by A.M. Best Company.

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[Signature]

i. Deductibles: All insurance policies may be written with deductibles. Tenant agrees to indemnify and save harmless Landlord and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

j. Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, worker's compensation, comprehensive public liability and automotive liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate reasonable limits of insurance.

k. Review of Limits: Once every five (5) years during the Term of this Agreement, Landlord may review the insurance coverages to be carried by Tenant. If Landlord reasonably determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified in writing and shall obtain the

reasonable additional limits of insurance, at its sole cost and expense, within ninety (90) days following receipt of such notice.

1. The representations, warranties and indemnities made by each party to the other in this paragraph 19 shall survive the expiration or earlier termination of this Agreement.

20. Hazardous Substance Indemnification.

a. Except for Tenant's use of batteries, fire protection systems, fuel for generators, commonly-used cleaning solvents and plant-controlling chemicals, Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release caused by Tenant of any hazardous substance on the Premises and any damage, loss, or expense or liability resulting from such release including all reasonable attorney's fees, costs and penalties incurred as a result thereof except any release caused by Landlord, its employees, agents, other tenants, licensees, occupants or independent contractors. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

b. Landlord represents and warrants that any activity concerning hazardous substances on the Property will be done in accordance with all local, state and federal regulations governing the proper use, storage, transportation and disposal of said materials. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising as a result of any hazardous substances which exist within the Property or the Premises as of the Commencement Date and any hazardous substances which are present within the Property or the Premises after said date which are caused by Landlord. Landlord acknowledges and agrees that Tenant shall not be responsible or liable to Landlord for the investigation, cleanup, remediation, compliance with laws, and closure relating to any release of hazardous substances on the Property or Premises that are not caused by the activities of Tenant.

c. The representations, warranties and indemnities made by each party to the other in this paragraph 20 shall survive the expiration or earlier termination of this Agreement.

21. Subordination to Mortgages. Any mortgage now or subsequently placed by Landlord upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this Agreement and Tenant subordinates all of its interest in the leasehold estate created by this Agreement to the lien of any such mortgage; provided that every such mortgagee shall recognize (in writing and in a form acceptable to Tenant's counsel) the validity of this Agreement in the event of foreclosure of Landlord's interest and also Tenant's

right to remain in occupancy and have access to the Premises for so long as Tenant is not in material default of this Agreement beyond any applicable cure period. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

22. Acceptance of Premises. When Tenant has obtained all necessary governmental permits for the construction of Tenant's Facilities, Tenant shall deliver to Landlord written notice of Tenant's intention to commence construction. Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation warranty with respect to the condition of the Premises.

23. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than twenty (20) days prior written request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Agreement is unmodified and in full force (or there have been modifications, that the Agreement is in full force as modified and identify the modifications); (b) the dates to which rent and other charges have been paid; (c) to the person making the certificate's actual knowledge, without inquiry, Landlord is not in default under any provisions of the Agreement.

24. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Landlord, to: City of Lodi
 P.O. Box 3006
 Lodi, CA 95241
 ATTN: Richard C. Prima, Jr.

With a copy to: City of Lodi
 P.O. Box 3006
 Lodi, CA 95241
 ATTN: Rebecca Areida

Landlord's Payee: City of Lodi
 P.O. Box 3006
 Lodi, CA 95241
 ATTN: Rebecca Areida
 Taxpayer ID Number 94-6000361

If to Tenant, to: Sacramento-Valley Limited Partnership
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 ATTN: Network Real Estate

25. Assignment.

a. Tenant may not assign this Agreement or sublet the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, however, Tenant shall not require Landlord's consent in order to assign this Agreement, or to sublease all or any portion of the Premises, to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets in the market, as defined by the Federal Communications Commission, in which the Premises is located.

b. Subject to the terms of this Agreement, Landlord may lease space on the Property or on other property it owns to any other party, including other communications carriers.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representative, and assigns.

27. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

28. Taxes.

a. Tenant shall pay its proportionate share of real property taxes, possessory interest taxes and assessments for the Premises, if any, which become due and payable during the term of this Agreement. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises, which become due and payable during the Term of this Agreement.

b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes assessed on the personal property of Tenant which is located on the premises.

29. Miscellaneous.

a. Landlord covenants that Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Landlord further covenants that there are no other liens, judgments or impediments of title on the Property affecting Landlord's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by Tenant as set forth above.

b. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification or amendment to this Agreement must be in writing and executed by both parties.

c. This Agreement shall be construed in accordance with the laws of the State of California.


d. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

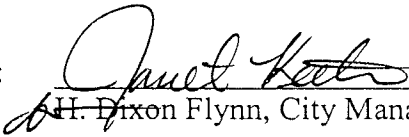
e. Upon request either party may require that a Memorandum of Lease Agreement be recorded in the form of Exhibit "C".

LANDLORD

Approved as to Form:

CITY OF LODI, a municipal corporation

By: 
Randall A. Hays, City Attorney

By: 
H. Dixon Flynn, City Manager

Date: 10/31/03

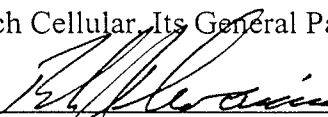
Date: 10-31-03

By: 
Susan Blackston, City Clerk

Date: 10-31-03

TENANT

SACRAMENTO-VALLEY LIMITED
PARTNERSHIP d/b/a/ VERIZON WIRELESS
By AirTouch Cellular, Its General Partner

By: 
Name: Robert F. Swaine

Title: West Area Vice President, Network
Date: 3-9-04

EXHIBIT A
The Property

The land referred to in this Report is situated in the City of Lodi, County of San Joaquin, State of California, and is described as follows:

A portion of the Southwest 1/4 of Section 11, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, described as follows:

PARCEL ONE:

BEGINNING at the corner common to Section Ten (10) Eleven (11) Fourteen (14) and Fifteen (15), Township Three (3) North Range Six (6) East, Mount Diablo Base and Meridian; and running along the South line of said Section Eleven (11), East 1839 1/2 feet to the center of an irrigation canal for the point of beginning of the tract of land hereby conveyed, thence Northerly along the center line of said canal 974 feet; thence East 317.8 feet to the West side of a twenty foot lane; thence Southerly along the West side of said lane 974 feet to the South line of said Section Eleven (11); thence West along said Section line 322 feet to the Point of Beginning.

PARCEL TWO:

BEGINNING at the Northwest corner of the land described in the deed to the City of Lodi, a municipal corporation, dated January 16, 1939, recorded January 18, 1939, in Volume 612 of Official Records, Page 397; thence Westerly to the Northeast corner of the land described in the deed to Robert M. Mayer, a single man, dated November 14, 1944, recorded December 4, 1944, in Volume 902 of Official Records, Page 226; thence Southerly along the East line of said Mayer land and the East line of the land described in the deed to the City of Lodi, a municipal corporation, dated August 18, 1909, and recorded February 2, 1910, in Volume 187, Book "A" of Deeds, Page 62, to the South Line of said Southwest 1/4; thence Easterly along said Section line, to the Southwest corner of said City of Lodi land, recorded in Volume 612 of Official Records, Page 397; thence Northerly along the West line of the last mentioned City of Lodi land, to the Point of Beginning.

PARCEL THREE:

BEGINNING at the Southeast corner of the Southwest one quarter (SW 1/3) of Section Eleven (11), Township Three (3) North, Range Six East Mount Diablo Base and Meridian on the middle line of the Public Road thence North along the East line of said quarter section 1950 feet to a stake, thence West 446 1/2 to a stake, thence South 1950 1/2 feet to the middle of the public road, thence East 446 1/2 feet to the Point of Beginning.

SAVE AND EXCEPT the South 25 feet thereof which is reserved for county road.

ALSO SAVE AND EXCEPT the following described parcel of land:

EXHIBIT "A1"

Legal Description of Lessor's Property

BEGINNING at an axle 2614 feet South $89^{\circ}7 \frac{1}{2}'$ East along the South line of Section 11 from the corner common to Sections 10, 11, 14 and 15, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, thence North $0^{\circ}10'$ East 175 feet to an axle; thence North $89^{\circ}7 \frac{1}{2}'$ West 250 feet to an axle; thence South $0^{\circ}10'$ West 175 feet to an axle on the South line of Section 11, thence South $89^{\circ}7 \frac{1}{2}'$ East 250 feet along said section line to a Point of Beginning.

ALSO SAVE AND EXCEPT the North 438.5 feet of Parcels Two and Three, as described in Resolution and Deed to Maurice O. Ray Jr., (et ux), recorded July 12, 1961, in Book 2435 Page 580.

AP#(s) 031-040-21 and 031-040-22

EXHIBIT B
Tenant's Facilities

EXHIBIT C
Memorandum of Lease

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
(Re: Kettleman Lane cell site)

(Space above this line for Recorder's use.)

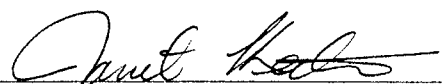
MEMORANDUM OF LEASE AGREEMENT

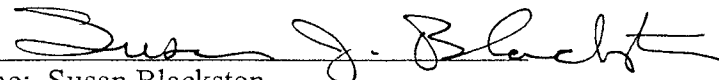
THIS MEMORANDUM OF LEASE AGREEMENT evidences that a Lease Agreement ("Lease") was entered into as of November 14, 2003, by and between the City of Lodi, a municipal corporation ("Landlord"), and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Tenant") concerning certain real property located at 1145 S. Ham Lane, in the City of Lodi, County of San Joaquin, California, within the property of Landlord which is described in Exhibit "A1" attached hereto (Landlord's Property), together with a right of access and to install and maintain utilities, for an initial term of ten (10) years commencing on the Commencement Date (as defined in the Lease), which term is subject to certain rights to extend by Tenant. Landlord shall not cause or permit any use of the Landlord's Property which interferes with or impairs the quality of the communications services being rendered by Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease Agreement as of the day and year first above written.

LANDLORD:

City of Lodi, a municipal corporation

By: 
Name: H. Dixon Flynn
Title: City Manager
Date: 10-31-03

By: 
Name: Susan Blackston
Title: City Clerk
Date: 10-31-03

TENANT:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

By: _____
Name: Robert F. Swaine
Title: West Area Vice President, Network
Date: _____

Approved as to form 
Deputy City Attorney

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made this ____ day of _____, 20__, by and between the City of Lodi, a municipal corporation (“Landlord”), and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless (“Tenant”), with reference to the facts set forth in the Recitals below:

RECITALS

A. Landlord and Tenant, or their predecessors in interest, are parties to a Lease Agreement dated November 14, 2003 (“Lease”), whereby Landlord has leased a portion of Landlord’s Property (as defined in the Lease) to Tenant to construct, operate and maintain a communications facility.

B. Landlord and Tenant desire to (i) expand the size of Tenant’s Premises, and (ii) provide for an increase in the Base Rent payable to Landlord under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LEASE PREMISES. Subsection 1.a of the Lease shall be deleted in its entirety and replaced with the following:

“a. Landlord leases to Tenant and Tenant leases from Landlord a portion of the Property, consisting of approximately six hundred thirty (630) square feet, comprised of a four hundred sixty eight (468) square foot parcel for a communications facility and a one hundred and sixty-two square foot parcel (15’ by 10.8’) for an emergency generator, together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among Tenant’s leased parcels and the Tenant’s tower space and to all necessary electrical and telephone utility sources as shown on the Site Plan attached as Exhibit B (collectively, the “Premises”). Tenant understands that subject to the provisions of paragraph 12, Interference, Landlord may lease space in the surrounding area to other entities.”

2. EXHIBIT “B”. Exhibit “B” of the Lease shall be deleted in its entirety and replaced with Exhibit “B” attached hereto and incorporated herein by this reference.

3. RENT. Commencing upon the first day of the month following the date Tenant begins installation of the emergency generator on the Premises, the Base Rent shall increase by the amount of Two Hundred and Fifty and 00/100 Dollars (\$250.00) per month.

4. ASSIGNMENT. The second sentence of subsection 25.a, of the Lease shall be deleted in its entirety and replaced with the following:

“Notwithstanding the foregoing, however, this Agreement may be sold, assigned or transferred by the TENANT without any approval or consent of the LANDLORD to the TENANT’s principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of TENANT’s assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of TENANT or transfer upon partnership or corporate dissolution of TENANT shall constitute an assignment hereunder.”

5. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this FIRST AMENDMENT TO LEASE AGREEMENT to be executed by each party's duly authorized representative effective as of the date first above written.

LANDLORD:

City of Lodi, a municipal corporation

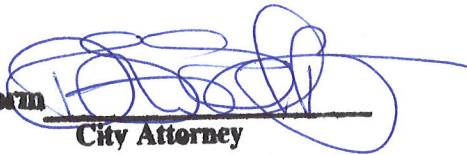
By: _____
Name: Blair King
Title: City Manager
Date: _____

TENANT:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

By: _____
Name: Walter L. Jones, Jr.
Title: West Area Vice President – Network
Date: _____

Approved as to form



City Attorney

EXHIBIT "B"



KETTLEMAN

#115445

**1145 SOUTH HAM LANE
LODI, CA 95242**

HMH DESIGN GROUP

5164 FRY ROAD
VACAVILLE, CA. 95687
PHONE: 707-448-8011
FAX: 707-448-8190



2785 MITCHELL DRIVE, BLDG 9
WALNUT CREEK, CA. 94598
OFFICE: (925) 279-6000
TOM KROHN
(925) 279-6329

PSL NO. 115445
KETTLEMAN
1145 SOUTH HAM LANE
LODI, CA 95242
SAN JOAQUIN COUNTY

VERIZON WIRELESS
EQUIP. ENGINEER:

SIGNATURE _____ DATE _____

VERIZON WIRELESS
REAL ESTATE:

SIGNATURE _____ DATE _____

VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE _____ DATE _____

VERIZON WIRELESS
RF ENGINEER:

SIGNATURE _____ DATE _____

PROPERTY OWNER:

SIGNATURE _____ DATE _____

DRAWN BY _____ CHECKED BY _____
PGM

NO.	DATE	ISSUE
A	5/24/08	FOR REVIEW
0	6/9/08	CITY COMMENTS
1	6/23/08	ENCLOSURE SIZE

SHEET TITLE

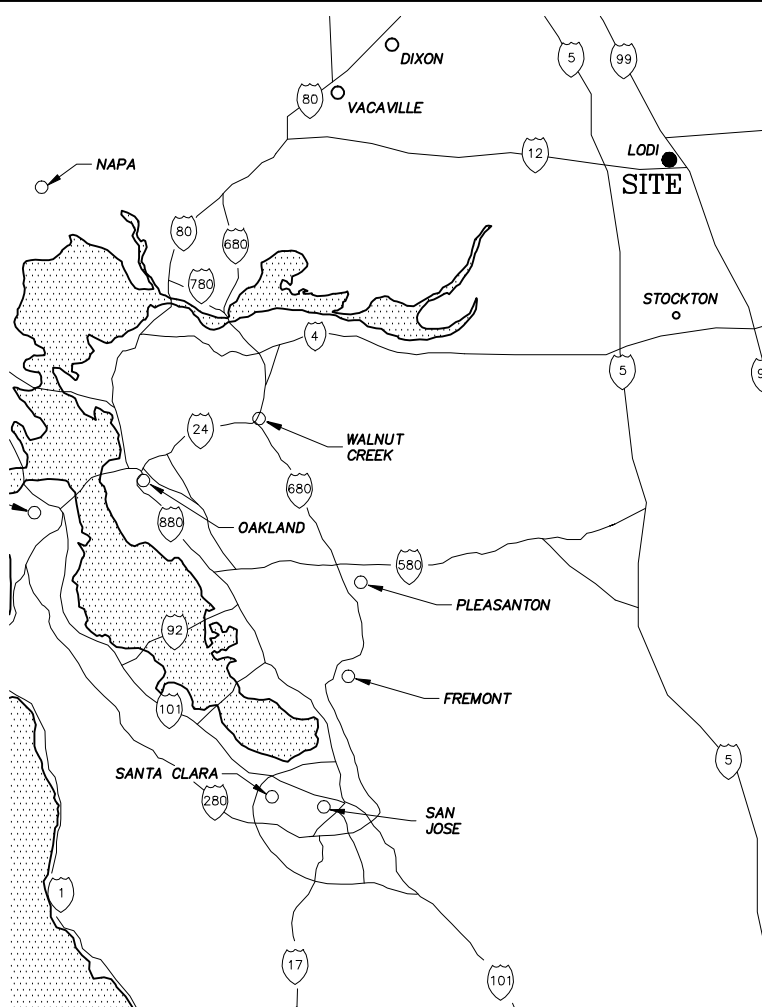
TITLE SHEET

SHEET NUMBER

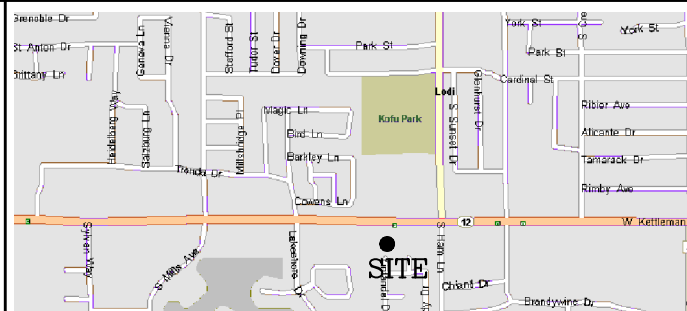
T-1

HMH JOB # 0820

LOCATION MAP



VICINITY MAP



DRIVING DIRECTIONS

Depart 2785 Mitchell Dr, Walnut Creek, CA 94598 on Mitchell Dr (East)
Turn RIGHT (South-East) onto Oak Grove Rd
Turn LEFT (East) onto Ygnacio Valley Rd
Road name changes to Kirker Pass Rd
Road name changes to Railroad Ave
Take Ramp (RIGHT) onto SR-4 [California Delta Hwy]
Road name changes to SR-160
Turn RIGHT (East) onto SR-12
Turn LEFT (North) onto S Ham Ln
Arrive 1145 S Ham Ln, Lodi, CA 95242

SHEET INDEX

- T-1 TITLE SHEET
- C-1 SITE SURVEY
- A-1 SITE PLAN
- A-2 ELEVATION VIEWS
- A-3 ELEVATION VIEW
- A-4 GENERATOR AND ENCLOSURE DETAILS
- A-5 RETAINING WALL DETAILS
- E-1 ELECTRICAL PLAN, SINGLE LINE DIAGRAM, GENERAL NOTES, DETAILS

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN COMPLIANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED NOT CONFORMING TO THESE CODES.

- CALIFORNIA ADMINISTRATIVE CODE (INCLUDING TITLES 24 & 25)
- CALIFORNIA BUILDING CODE (CBC) 2007
- CALIFORNIA MECHANICAL CODE (CMC) 2007
- CALIFORNIA PLUMBING CODE (CPC) 2007
- CALIFORNIA ELECTRIC CODE (CEC) 2007
- COUNTY ORDINANCES

ACCESSIBILITY REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2007 CALIFORNIA BUILDING CODE.

PROJECT DESCRIPTION

- INSTALL CONCRETE SLAB, COVERED CMU BLOCK ENCLOSURE AND RATING WALLS.
- PLACE PERMANENT 60kw DIESEL STANDBY GENERATOR W/ 210 GALLON, UL 142 APPROVED FUEL TANK.
- ELECTRICALLY CONNECT GENERATOR TO EXISTING EQUIPMENT

BUILDING / SITE DATA LEGEND

A.P.N.: 031-040-51
PSL NUMBER: 115445
OCCUPANCY TYPE: UNOCCUPIED
CONSTRUCTION TYPE: V-N

NOTE: IF DRAWING IS 11" x 17"
DRAWING IS 1/2 SCALE

PROJECT TEAM

DESIGNER: HMH DESIGN GROUP
5164 FRY ROAD
VACAVILLE, CA. 95687
PHONE: (707) 448-8011
FAX: (707) 448-8190

APPLICANT: Verizon Wireless
2785 MITCHELL DRIVE
WALNUT CREEK, CA. 94598
TOM KROHN
PHONE: (925) 279-6329

AGENT: ON AIR, LLC
465 FIRST ST. WEST, SUITE 101
SONOMA, CA 95476
GALE FINK
PHONE: (916) 899-8275

LANDLORD: CITY OF LODI
221 W. PINE STREET
LODI, CA 95241
REBECCA
PHONE: (209) 333-6806

ON AIR, LLC - CONSTRUCTION

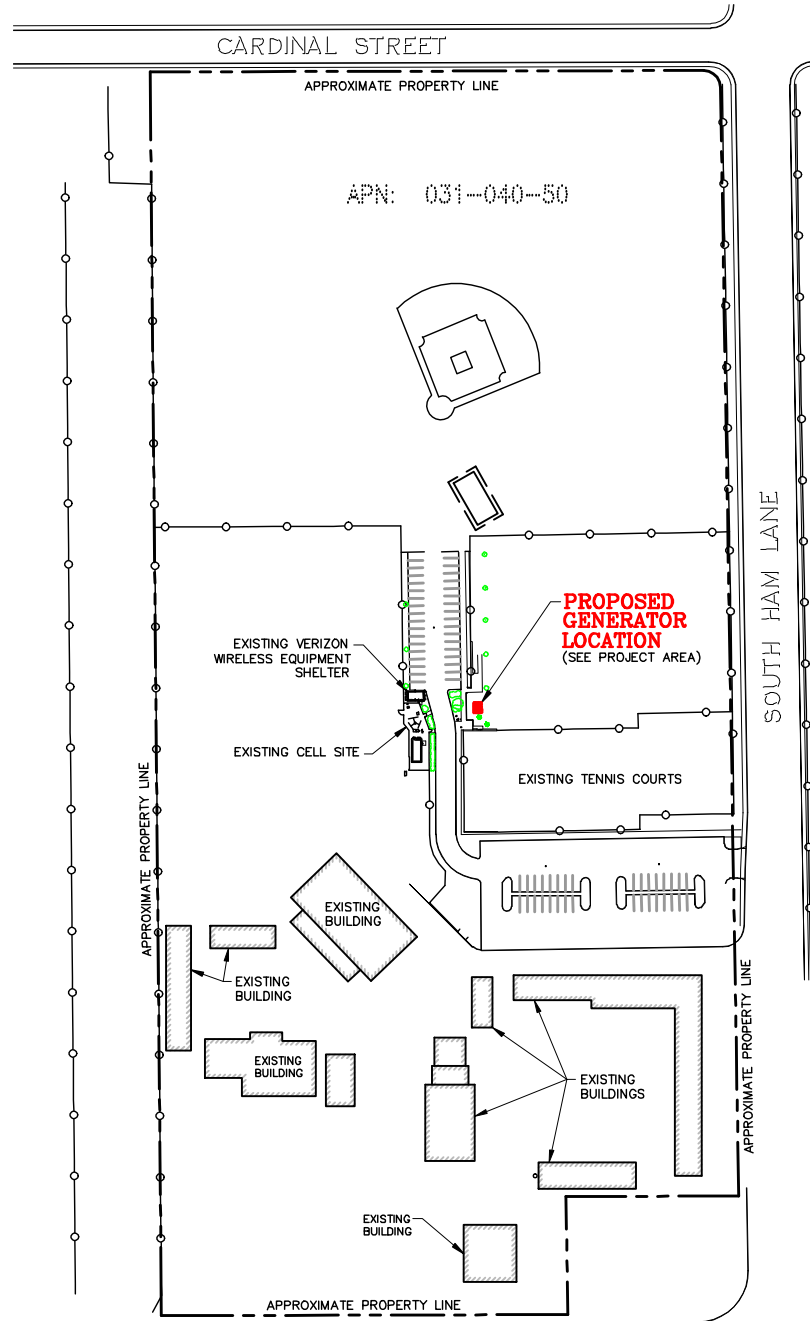
SIGNATURE _____ DATE _____

ON AIR, LLC - LEASING

SIGNATURE _____ DATE _____

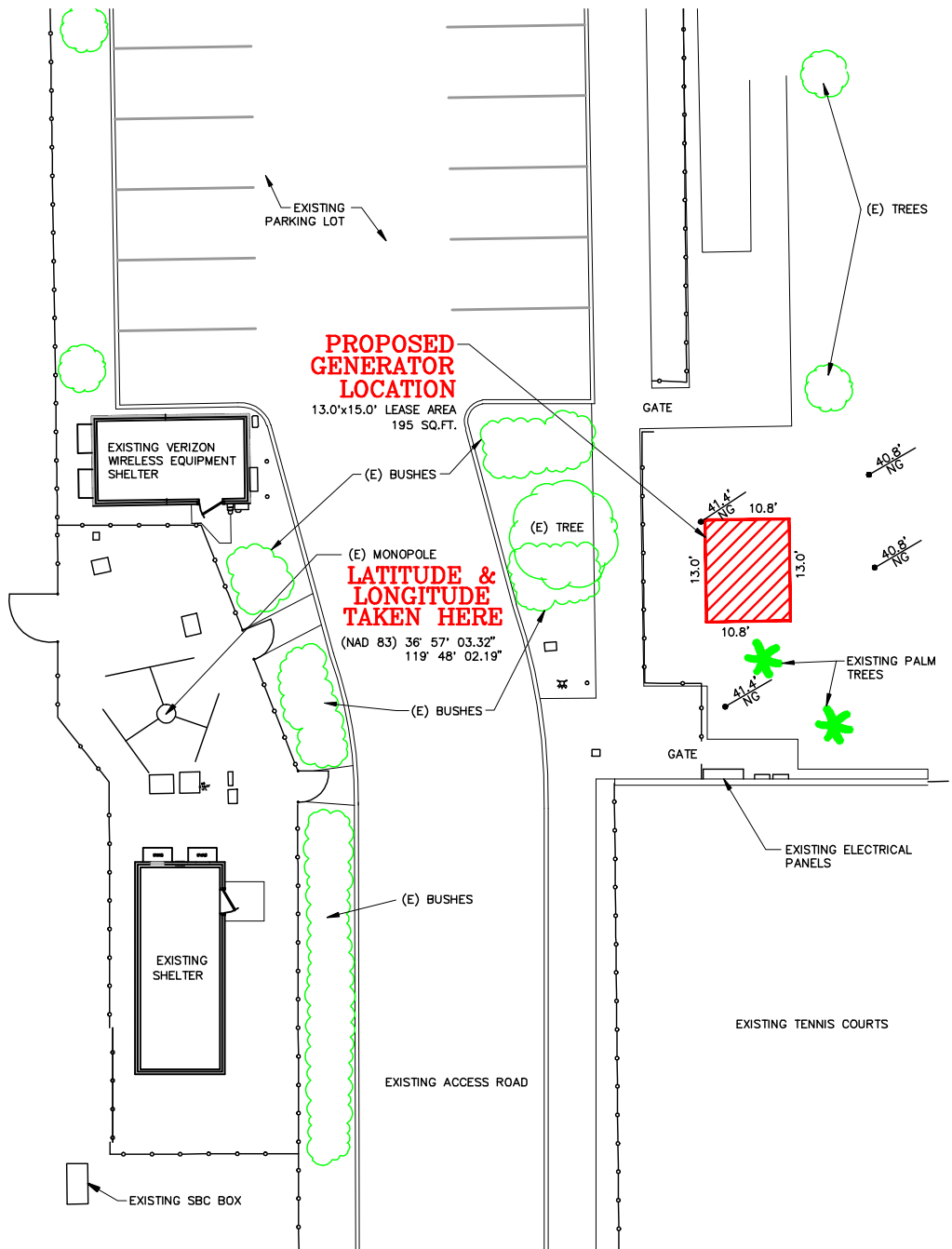
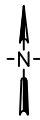
ON AIR, LLC - ZONING

SIGNATURE _____ DATE _____



PROPERTY BOUNDARY

SCALE: 1" = 100'-0"
0' 100' 200' 300'

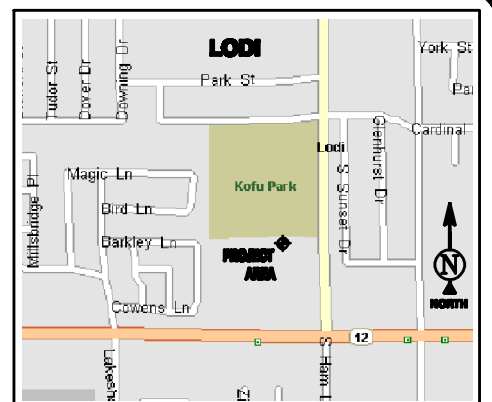


PROPOSED GENERATOR LOCATION
13.0'x15.0' LEASE AREA
195 SQ.FT.

LATITUDE & LONGITUDE TAKEN HERE
(NAD 83) 36° 57' 03.32" 119° 48' 02.19"



PROJECT AREA
SCALE: 1" = 10'-0"
0' 10' 20' 30'



VICINITY MAP

PROPERTY INFORMATION

OWNER: CITY OF LODI
ADDRESS: 221 WEST PINE STREET
LODI, CA 95241

SITE: KETTLEMAN
1145 SOUTH HAM LANE
LODI, CA 95241

ASSESSOR'S PARCEL NUMBER: APN: 031-040-51
EXISTING GROUND ELEVATION: ELEV=41.1'±AMSL

LESSOR'S LEGAL DESCRIPTION

NO TITLE REPORT WAS AVAILABLE AT THE TIME OF SURVEY. PROPERTY BOUNDARY SHOWN IS PER ASSESSOR PARCEL MAP, FENCELINES AND SPLITTING CURBS.

THE LAND REFERRED TO IN SAID REPORT IS SITUATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

TITLE REPORT

NO TITLE REPORT WAS AVAILABLE AT THE TIME OF FIELD SURVEY. PROPERTY BOUNDARY SHOWN IS PER ASSESSOR'S PARCEL MAPS, FENCELINES AND SPLITTING CURBS.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM STATE PLANE COORDINATE ZONE 8 DETERMINED BY GPS OBSERVATIONS.

BENCHMARK

ELEVATION ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 99 SEPARATIONS, CONSTRAINING TO NGS CONTROL STATION 'LUTZ' ELEVATION=450.0' (NAVD88)

SURVEY DATE

04/16/2008

SURVEYOR'S NOTES

NO TITLE REPORT WAS AVAILABLE AT THE TIME OF FIELD SURVEY ANY EASEMENTS AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE NOT BEEN PLOTTED OR RESEARCHED. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM FIELD MEASUREMENTS AND AVAILABLE MAP INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT U.S.A. AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LEGEND

P.O.B.	POINT OF BEGINNING	☒	WATER CONTROL VALVE
VC&G	VERTICAL CURB AND GUTTER	☒	FIRE HYDRANT
R/W	RIGHT OF WAY	☒	GUY CONDUCTOR
AS	ASPHALT	☒	FOUND AS NOTED
D/W	DRIVEWAY	☒	POWER POLE
TOP	TOP OF SLOPE	☒	LIGHT POLE
SW	SIDEWALK	☒	ELECTRICAL TRANSFORMER
TR	TOP OF PARAPET	☒	AIR CONDITIONING UNIT
TW	TOP OF WALL	☒	TELEPHONE PEDESTAL
⊙	LOT NUMBER	☒	TELEPHONE VAULT
◆	BENCHMARK	☒	TELEPHONE MANHOLE
⊙	OR POSITION OF GEODETIC COORDINATES	☒	GAS VALVE
○		☒	GAS METER
SPOT ELEVATION		☒	
DISH ANTENNA		☒	PROPERTY LINE
MICROWAVE ANTENNA		☒	CHAIN LINK FENCE
TELECOMMUNICATIONS MONOPOLE		☒	WOOD OR IRON FENCE
		☒	CONDUCTOR OR BARBED FENCE
		☒	RAILROAD TRACKS

ISSUE STATUS

DATE	DESCRIPTION	BY	PGM
04/25/08	PRELIMINARY		
05/06/08	100%		

H₂Wood Surveying
5164 FRY ROAD
VACAVILLE, CALIFORNIA 95687
Tel. (707) 249-3387
Fax (707) 448-8190



verizon wireless
2785 MITCHELL DRIVE
WALNUT CREEK, CA. 94598

TOPOGRAPHIC SURVEY EXISTING CONDITIONS

VERIZON WIRELESS PSL NO. 115445

C-1 SHEET 1 of 1

HMH DESIGN GROUP

5164 FRY ROAD
VACAVILLE, CA. 94587
PHONE: 707-448-8011
FAX: 707-448-8190



2785 MITCHELL DRIVE, BLDG 9
WALNUT CREEK, CA. 94598
OFFICE: (925) 279-6000
TOM KROHN
(925) 279-6329

PSL NO. 115445
KETTLEMAN
1145 SOUTH HAM LANE
LODI, CA 95242
SAN JOAQUIN COUNTY

VERIZON WIRELESS
EQUIP. ENGINEER:

SIGNATURE DATE

VERIZON WIRELESS
REAL ESTATE:

SIGNATURE DATE

VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE DATE

VERIZON WIRELESS
RF ENGINEER:

SIGNATURE DATE

PROPERTY OWNER:

SIGNATURE DATE

DRAWN BY CHECKED BY

PGM

NO.	DATE	ISSUE
A	5/20/08	FOR REVIEW
0	6/9/08	CITY COMMENTS
1	6/23/08	ENCLOSURE SIZE

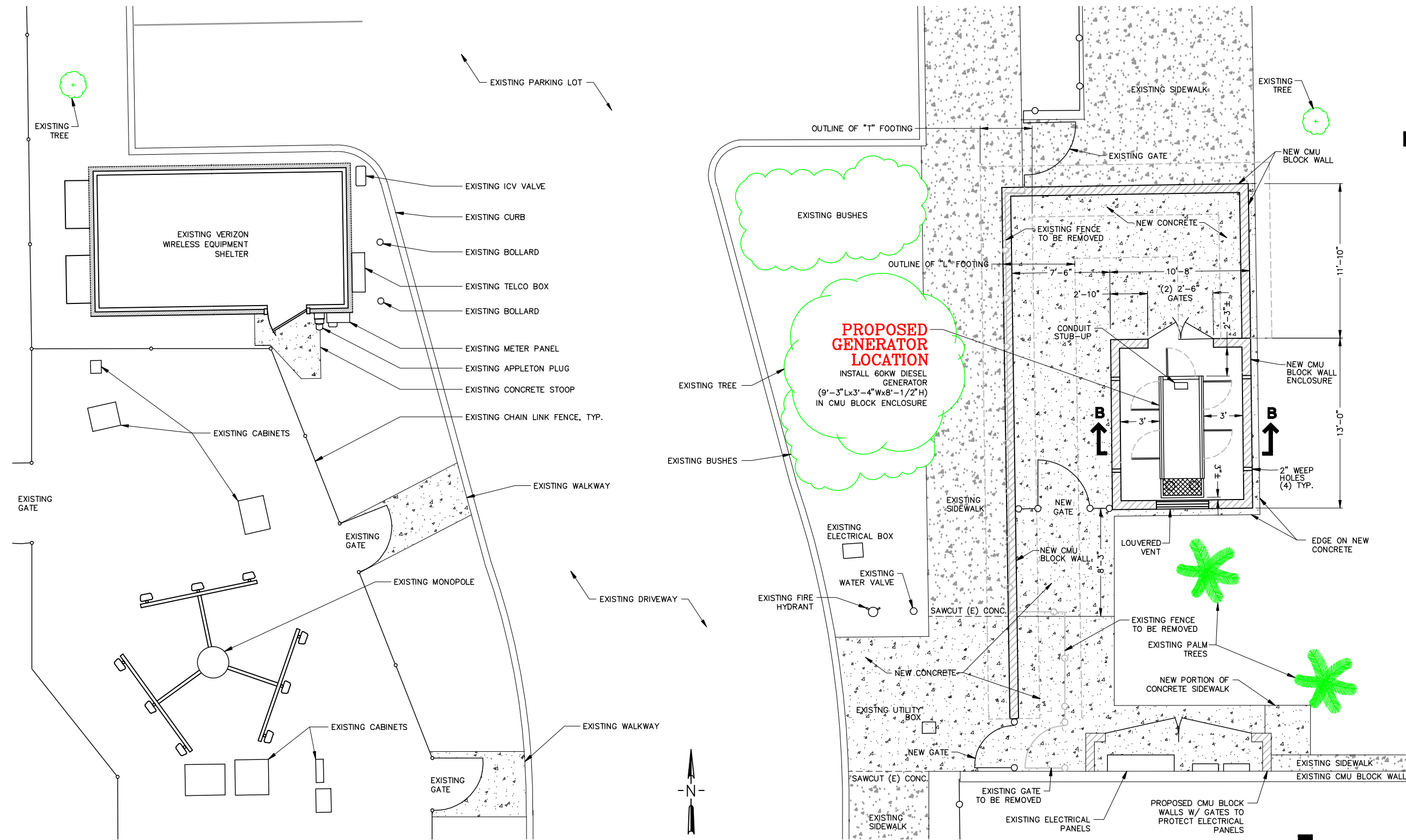
SHEET TITLE

SITE PLAN

SHEET NUMBER

A-1

HMH JOB # 0820



SITE PLAN

SCALE: 1/4" = 1'-0"

NOTE: IF DRAWING IS 11" x 17"
DRAWING IS 1/2 SCALE

HMH DESIGN GROUP

5164 FRY ROAD
VACAVILLE, CA. 94587
PHONE: 707-448-8011
FAX: 707-448-8190



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WALNUT CREEK, CA. 94598
OFFICE: (925) 279-6000
TOM KROHN
(925) 279-6329

PSL NO. 115445
KETTLEMAN
1145 SOUTH HAM LANE
LODI, CA 95242
SAN JOAQUIN COUNTY

VERIZON WIRELESS
EQUIP. ENGINEER:

SIGNATURE DATE

VERIZON WIRELESS
REAL ESTATE:

SIGNATURE DATE

VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE DATE

VERIZON WIRELESS
RF ENGINEER:

SIGNATURE DATE

PROPERTY OWNER:

SIGNATURE DATE

DRAWN BY CHECKED BY

PGM

NO. DATE ISSUE

A	5/24/08	FOR REVIEW
0	6/9/08	CITY COMMENTS
1	6/23/08	ENCLOSURE SIZE

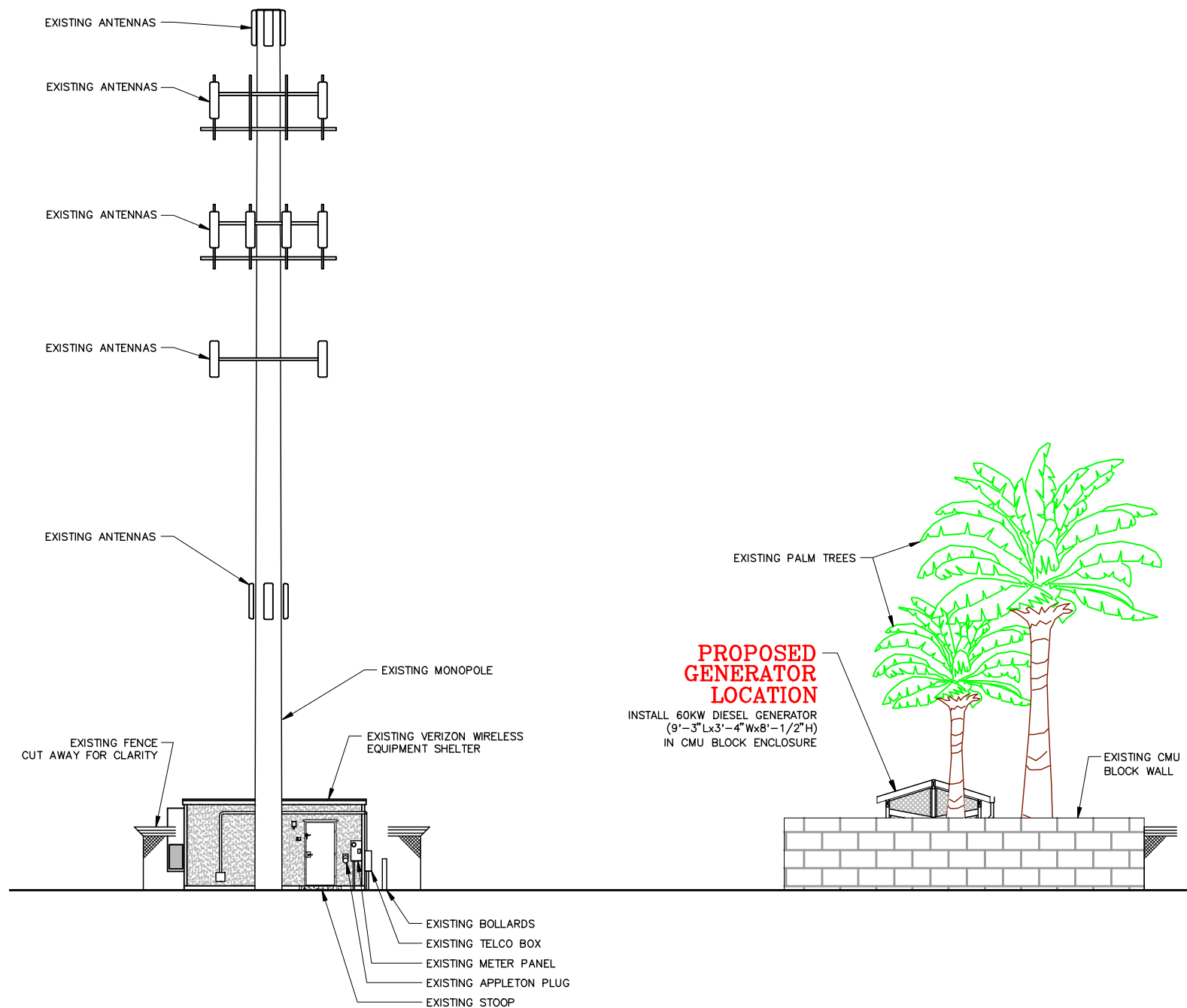
SHEET TITLE

ELEVATION VIEWS

SHEET NUMBER

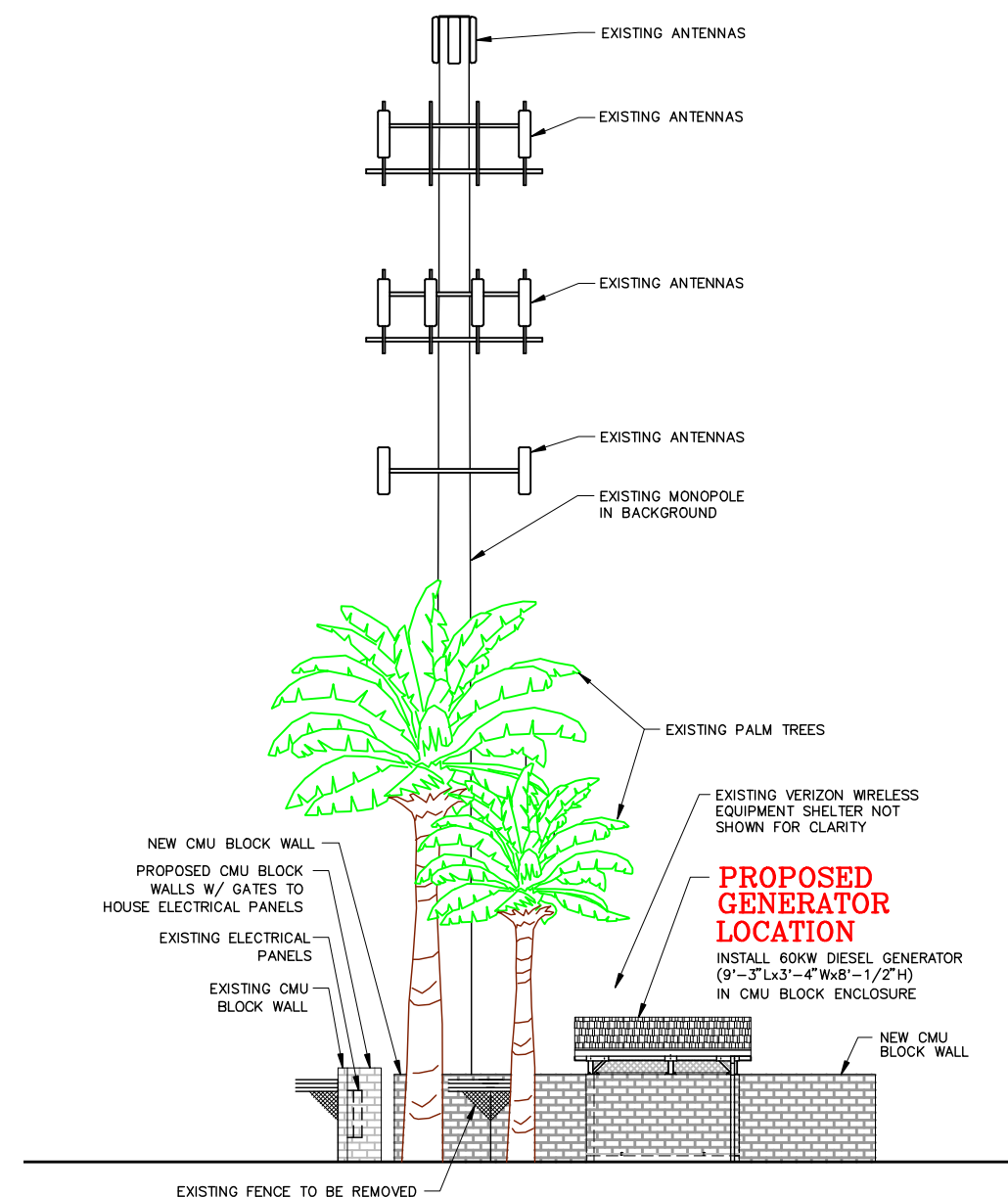
A-2

HMH JOB # 0820



1 SOUTH ELEVATION

SCALE: 1/8"=1'-0"
0' 8' 16' 24'



2 EAST ELEVATION

SCALE: 1/8"=1'-0"
0' 8' 16' 24'

NOTE: IF DRAWING IS 11"x 17"
DRAWING IS 1/2 SCALE

HMH DESIGN GROUP

5164 FRY ROAD
VACAVILLE, CA. 95687
PHONE: 707-448-8011
FAX: 707-448-8190



2785 MITCHELL DRIVE, BLDG 9
WALNUT CREEK, CA. 94598
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SIGNATURE DATE

VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE DATE

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RF ENGINEER:

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DRAWN BY CHECKED BY

PGM

NO. DATE ISSUE

A	5/24/08	FOR REVIEW
0	6/9/08	CITY COMMENTS
1	6/23/08	ENCLOSURE SIZE

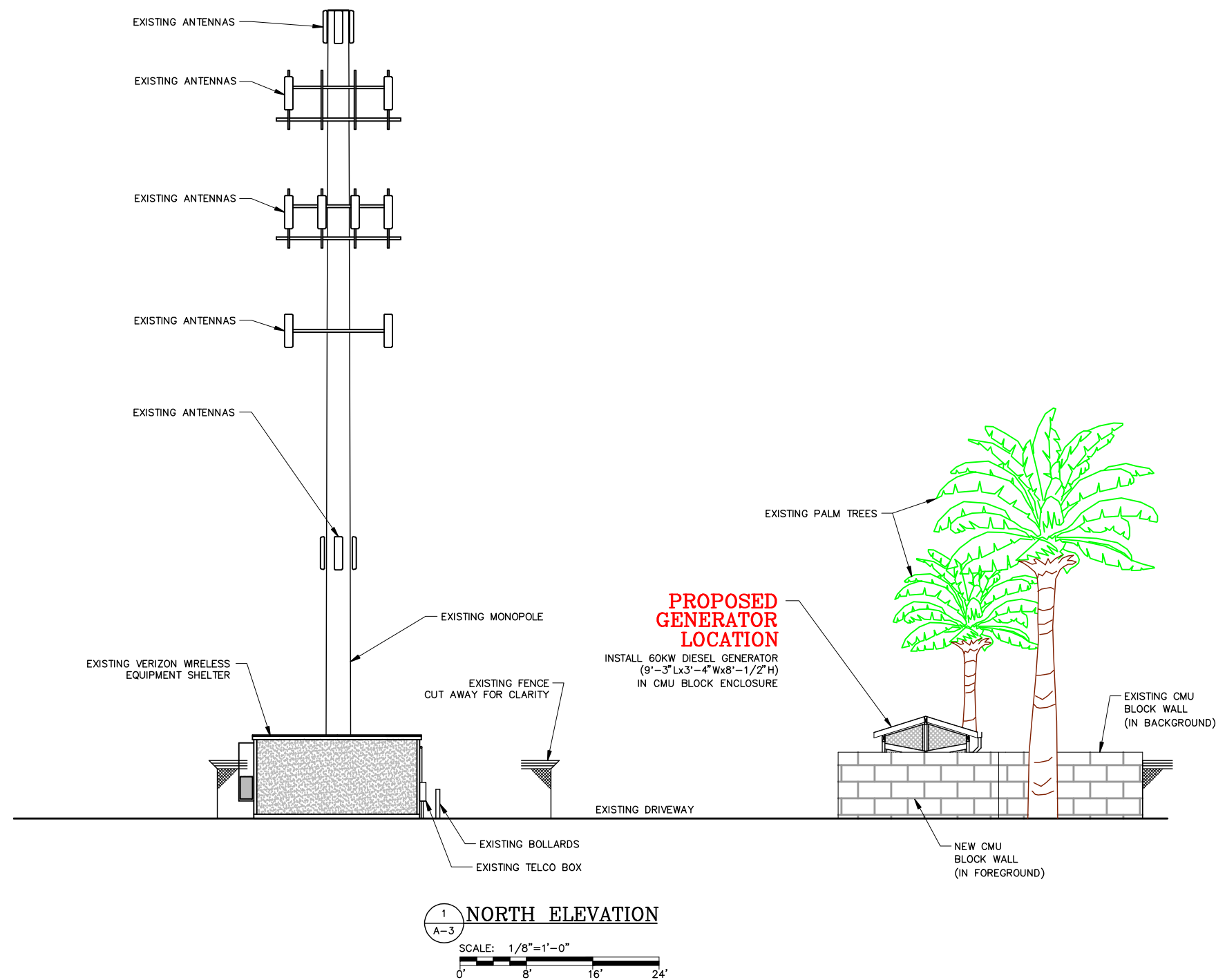
SHEET TITLE

ELEVATION VIEW

SHEET NUMBER

A-3

HMH JOB # 0820



NOTE: IF DRAWING IS 11"x 17"
DRAWING IS 1/2 SCALE

HMH DESIGN GROUP

5164 FRY ROAD
VACAVILLE, CA. 94598
PHONE: 707-448-8011
FAX: 707-448-8190



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VERIZON WIRELESS
EQUIP. ENGINEER:

SIGNATURE DATE

VERIZON WIRELESS
REAL ESTATE:

SIGNATURE DATE

VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE DATE

VERIZON WIRELESS
RF ENGINEER:

SIGNATURE DATE

PROPERTY OWNER:

SIGNATURE DATE

DRAWN BY CHECKED BY

PGM

NO. DATE ISSUE

A	5/27/08	FOR REVIEW
0	6/9/08	CITY COMMENTS
1	6/23/08	ENCLOSURE SIZE

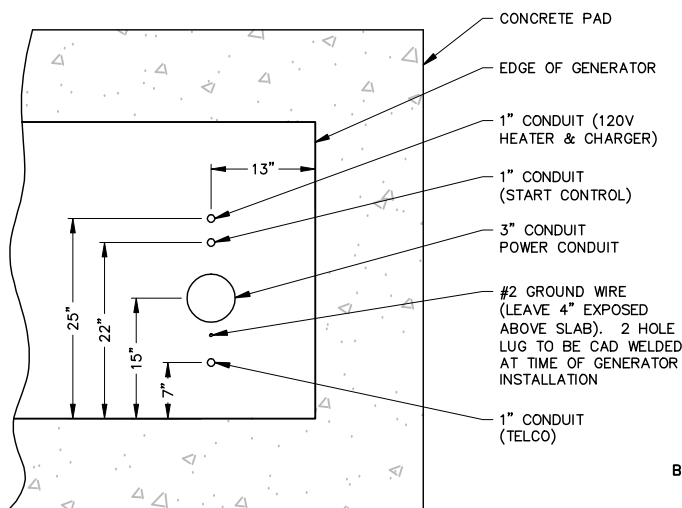
SHEET TITLE

**GENERATOR &
ENCLOSURE
DETAILS**

SHEET NUMBER

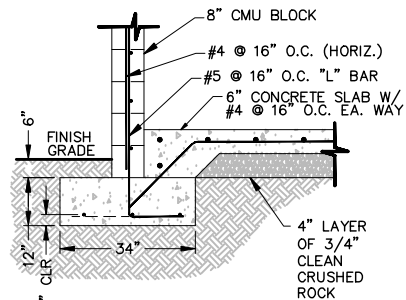
A-4

HMH JOB # 0820



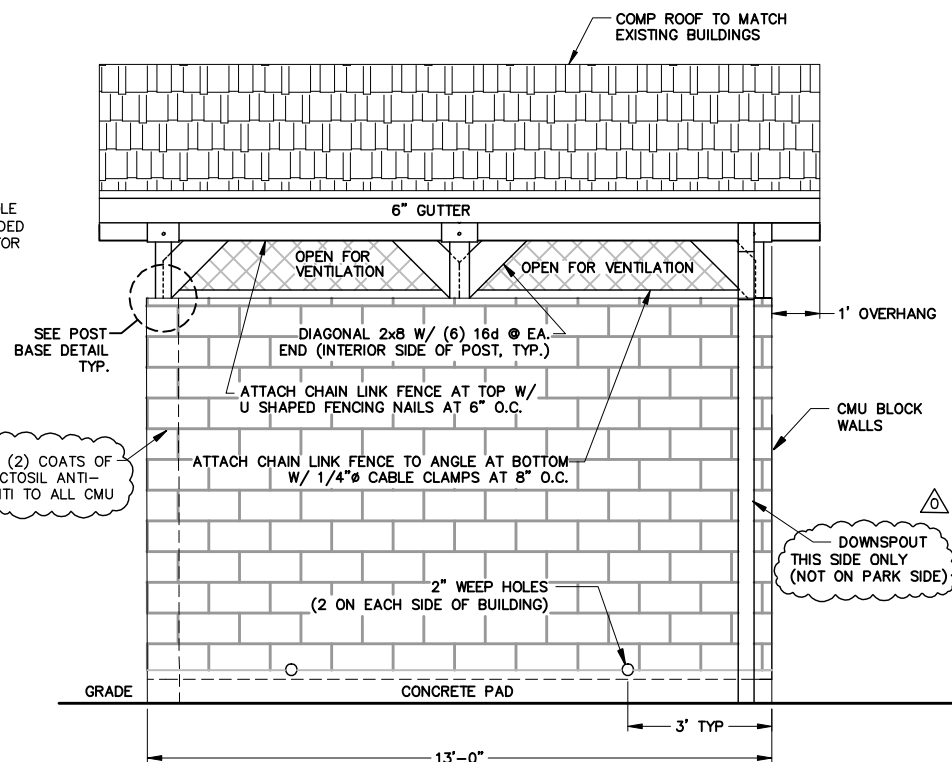
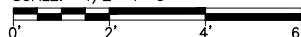
1 STUB UP AREA DETAIL

A-4 SCALE: 1" = 1'-0"



**SECTION A-A
FOOTING DETAIL**

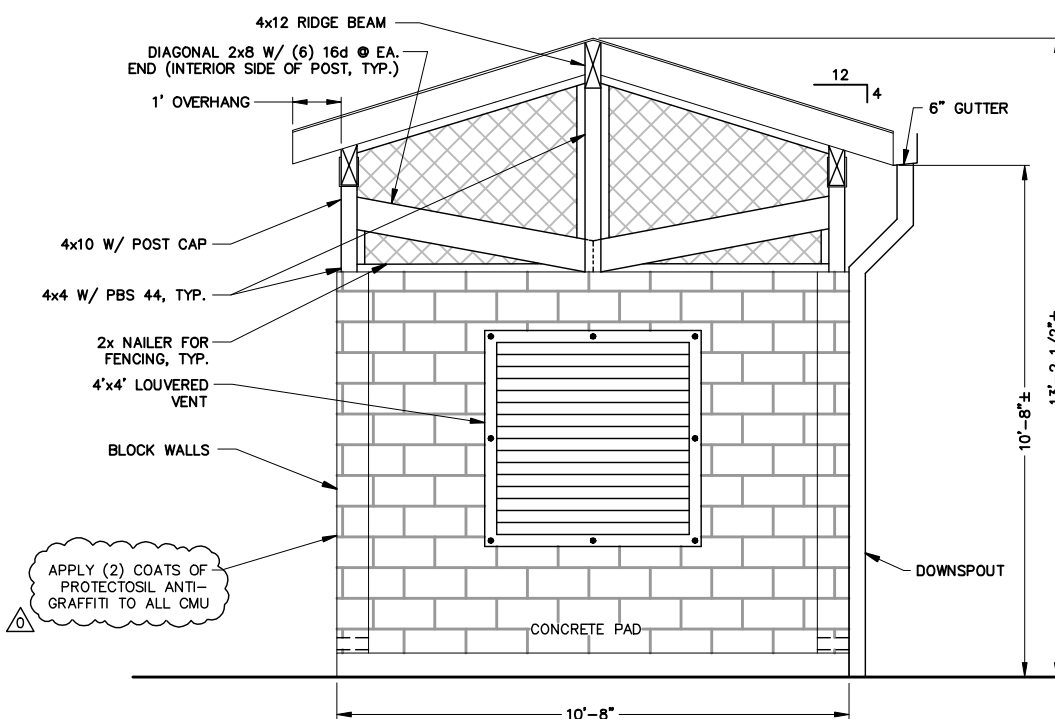
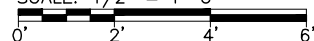
SCALE: 1/2" = 1'-0"



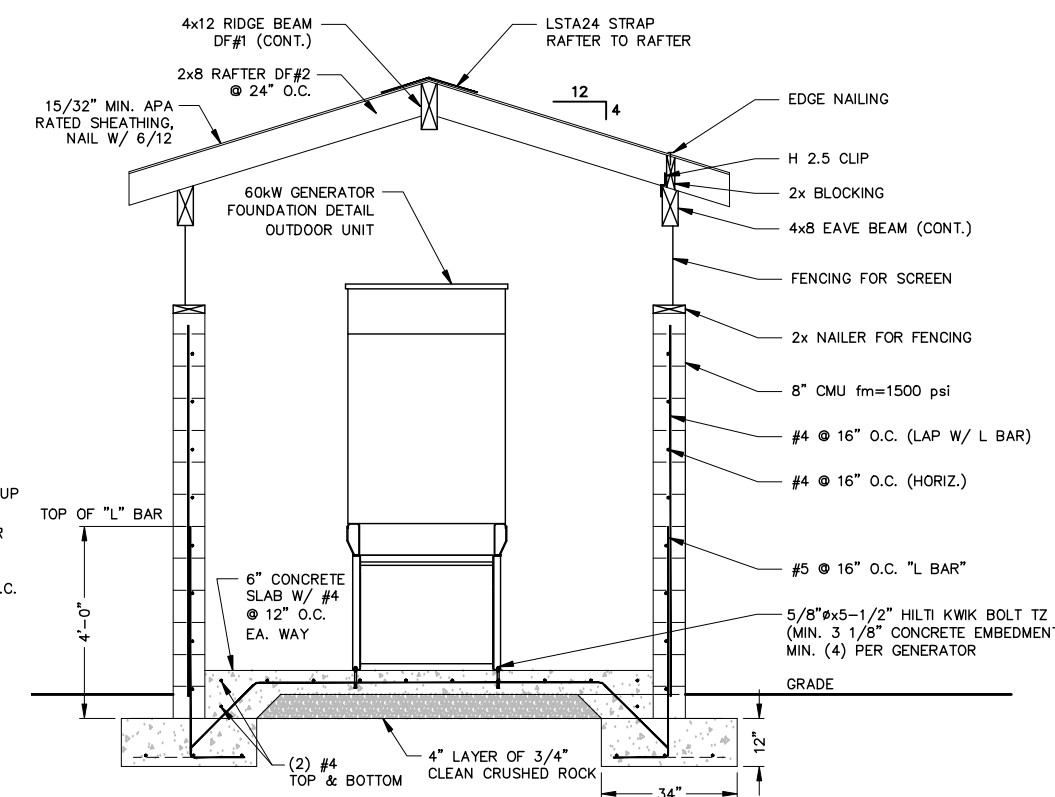
SIDE ELEVATION

EQUIPMENT ENCLOSURE ELEVATION VIEWS

SCALE: 1/2" = 1'-0"

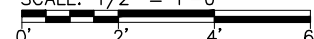


END ELEVATION

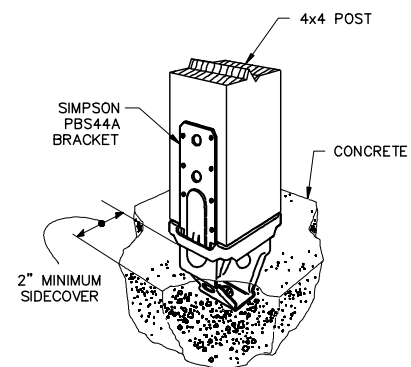


SECTION VIEW

SCALE: 1/2" = 1'-0"

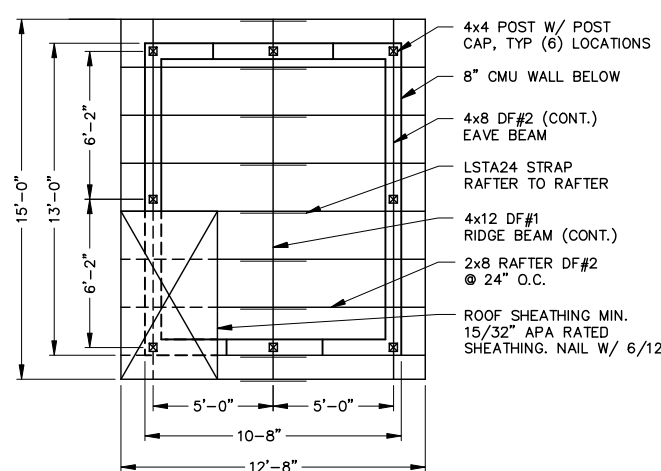


NOTE: IF DRAWING IS 11"x 17"
DRAWING IS 1/2 SCALE



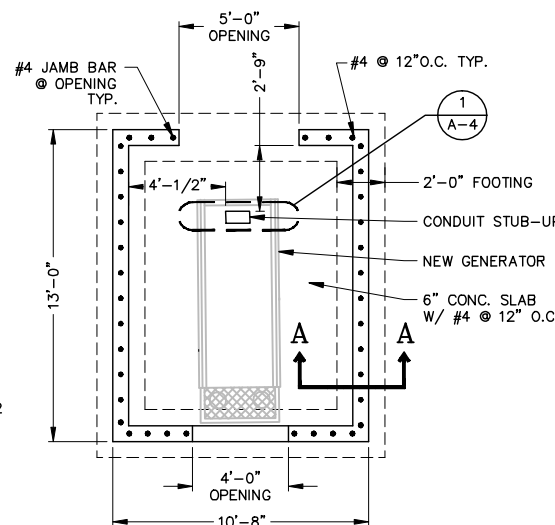
POST BASE DETAIL

NOT TO SCALE



ROOF FRAMING PLAN

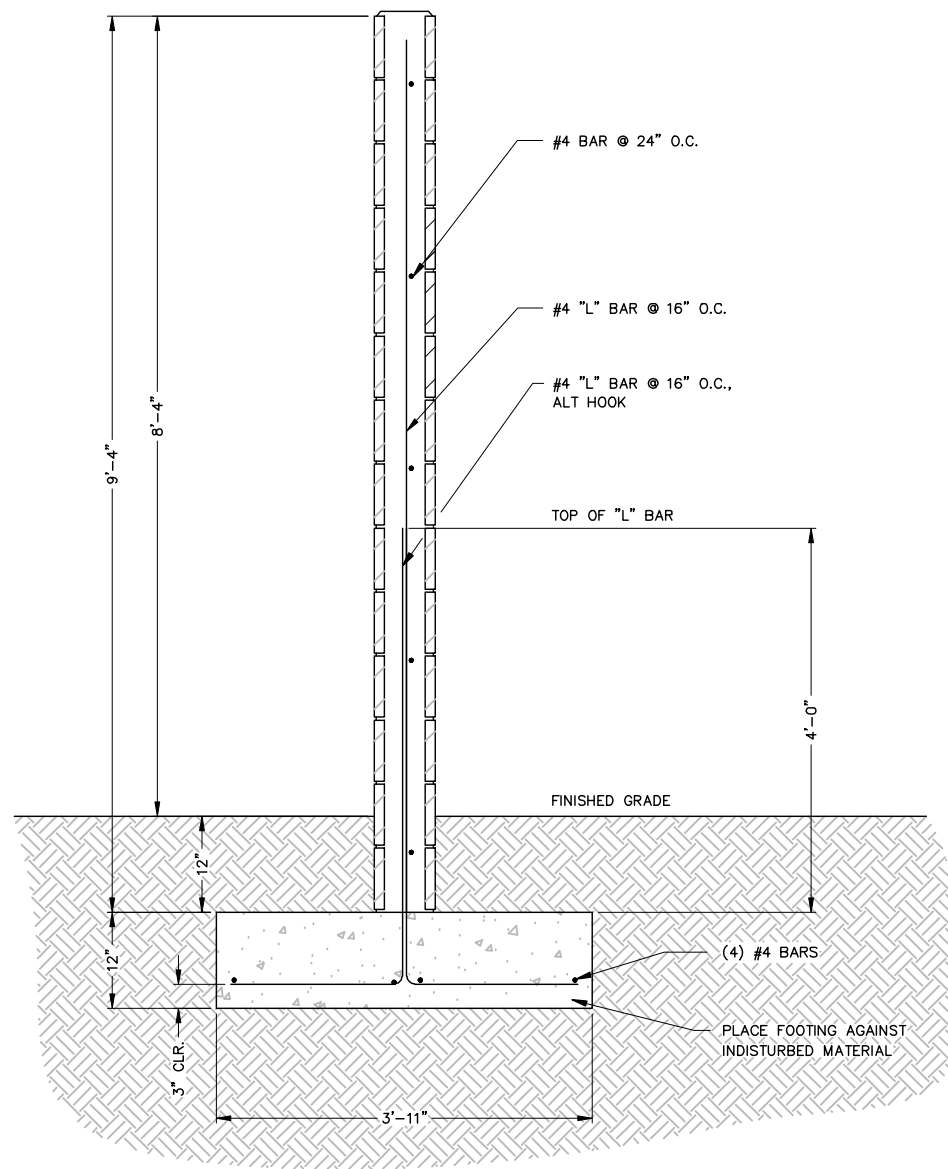
SCALE: 1/4" = 1'-0"



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

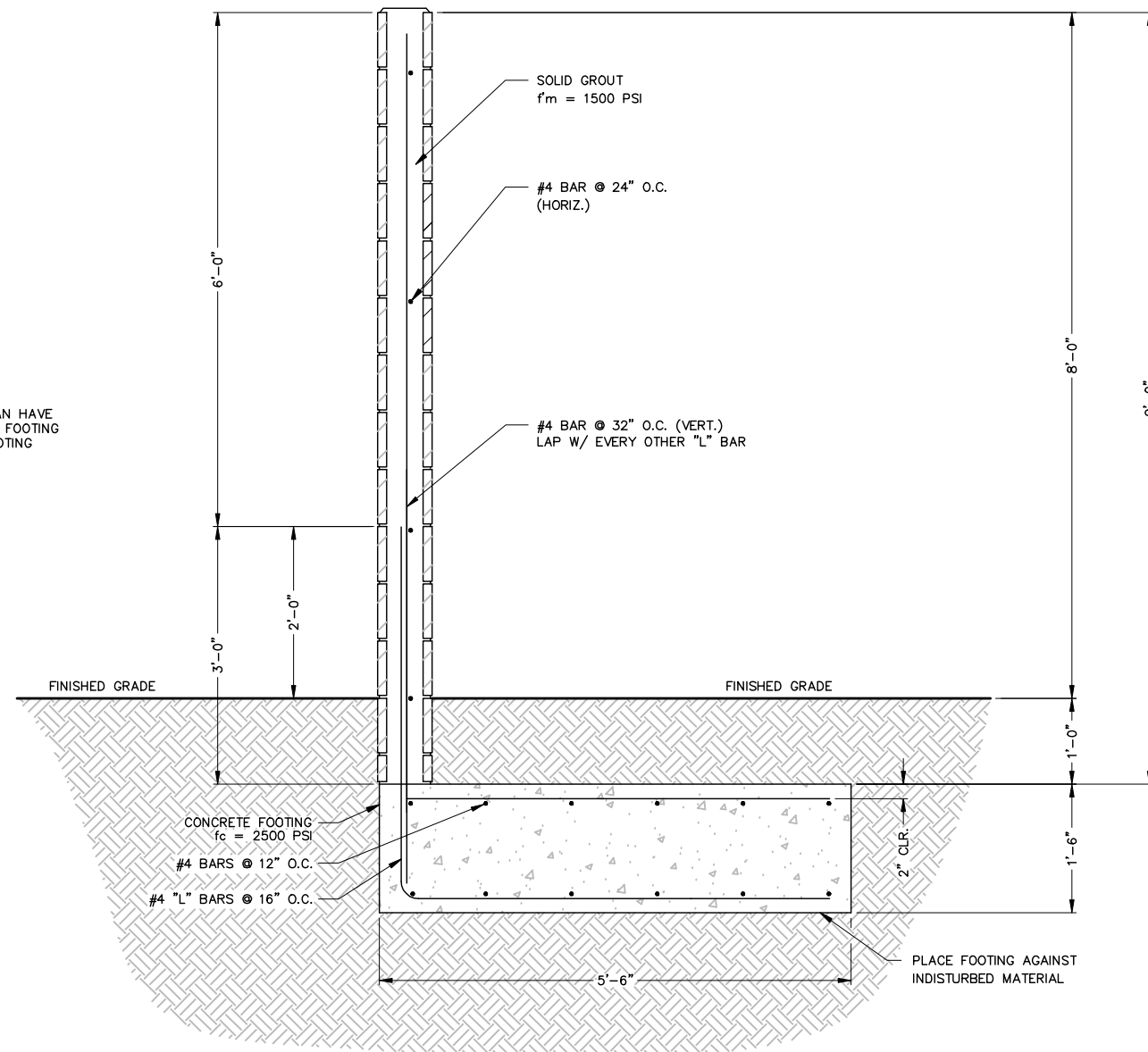




TYPICAL 8' CMU WALL WITH "T" FOOTING

SCALE: 1/2" = 1'-0"

NOTE:
NEW WALL CAN HAVE
EITHER A "T" FOOTING
OR A "L" FOOTING



TYPICAL 8' CMU WALL WITH "L" FOOTING

SCALE: 1/2" = 1'-0"

NOTE: IF DRAWING IS 11"x 17"
DRAWING IS 1/2 SCALE

HMH DESIGN GROUP

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PGM

NO. DATE ISSUE

A	5/27/08	FOR REVIEW
0	6/9/08	CITY COMMENTS
1	6/23/08	ENCLOSURE SIZE

SHEET TITLE

RETAINING WALL
DETAILS

SHEET NUMBER

A-5

HMH JOB # 0820

MOUNTING SURFACE		PANEL 'A'												EXISTING					
240/120		10,000 A.I.C. SYM BUS 225A												200A 2P					
VOLTS	PHASE	WIRE	MAIN												VOLTS	PHASE			
3000	PHASE B	OTHER	R1C1	R1C2	R1C3	R1C4	R1C5	R1C6	R1C7	R1C8	R1C9	R1C10	R1C11	R1C12	R2C1	R2C2	3000	PHASE B	
3000		EXISTING AC -1 **	2	50	1										2	60	2	3000	
200		EXISTING LIGHTING	1	20	5	6	20	1	8	20	1	10	15	1	12	30	2		
100		EXISTING SMOKE DETECTOR	1	15	7	2	30	9	3	45	11	4	60	13	5	75	15		
2000		EXISTING RECTIFIER	2	30	9	3	45	11	4	60	13	5	75	15	6	90	17		
2000		EXISTING RECTIFIER	2	30	13	3	45	17	4	60	21	5	75	25	6	90	29		
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RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENT TO LEASE AGREEMENT
WITH VERIZON WIRELESS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the lease agreement with Verizon Wireless with the following provisions:

1. An additional 162 square feet of ground space will be included for the placement of an emergency generator.
2. Verizon will be required to construct an enclosure for the generator on the additional leased ground space.
3. Verizon will pay an additional \$250 per month for the lease of the additional ground space, subject to the same annual CPI-based escalation as the original lease.

BE IT FURTHER RESOLVED that all other terms and conditions of the lease shall remain the same.

Dated: September 3, 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 September 3, 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: Continue the Public Hearing to September 17, 2008 to consider a General Plan Amendment for Reynolds Ranch.

MEETING DATE: September 3, 2008

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Continue the Public Hearing to September 17, 2008 to consider a General Plan Amendment for Reynolds Ranch.

BACKGROUND INFORMATION: The Planning Commission reviewed the proposed item and continued it to the meeting of September 10. This item will be brought before the City Council on September 17 with a recommendation from the Planning Commission at that time.

Peter Pirnejad
Planning Manager

APPROVED: _____
Blair King, City Manager



**Please immediately confirm receipt
of this fax by calling 333-6702**

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER APPROVAL OF A GENERAL PLAN
AMENDMENT FOR REYNOLDS RANCH**

PUBLISH DATE: SATURDAY, AUGUST 23, 2008

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, AUGUST 21, 2008

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

Faxed to the Sentinel at 369-1084 at 8:10am (time) on 8/22/08 (date) 2 (pages)
LNS _____ Phoned to confirm receipt of all pages at _____ (time) JMP _____ CF _____ CM (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER APPROVAL OF A GENERAL PLAN AMENDMENT FOR REYNOLDS RANCH

On Friday, August 22, 2008, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider approval of a General Plan amendment for Reynolds Ranch (attached and marked as Exhibit A), was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 22, 2008, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**



JENNIFER M. FERRIN, CMC
DEPUTY CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER APPROVAL OF A GENERAL PLAN AMENDMENT FOR REYNOLDS RANCH

On August 22, 2008, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider approval of a General Plan amendment for Reynolds Ranch, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 22, 2008, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI

A handwritten signature in cursive script, appearing to read "Jennifer M. Perrin".

JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: September 3, 2008

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 3, 2008**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider approval of the following item:

- a) Consider approval of a General Plan amendment for Reynolds Ranch.**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: August 20, 2008

Approved as to form:

D. Stephen Schwabauer
City Attorney

Reynolds Ranch GPA mailing list

EXHIBIT B

APN	OWNER	ADDRESS	CITY	STATE	ZIP
06227020	GARRISON, FLORA C TR	227 MULBERRY CIR	LODI	CA	95240
06227021	GUTIERREZ, LIDIA FAVILA ETAL	233 MULBERRY CIR	LODI	CA	95240
06227022	PILCHER, JAMES C & SUSAN	239 MULBERRY CIR	LODI	CA	95240
06227023	RENNER, ROBERT L JR	245 MULBERRY CIR	LODI	CA	95240
06227024	ROSAS, VICTOR & MARICELA	251 MULBERRY CIR	LODI	CA	95240
06227025	KOCHER, VERN A	257 MULBERRY CIR	LODI	CA	95240
06229014	MILLER, DONALD W & NANCY C TR	4071 E HARNEY LN	LODI	CA	95240
06229025	LOGAN, WENDELL & DORATHEA	311 E HARNEY LN	LODI	CA	95242
06229026	THAYER, WALTER A & JOANNE M TR	325 E HARNEY LN	LODI	CA	95240
06229037	MILLER, DONALD W & NANCY C TR	349 E HARNEY LN	LODI	CA	95240
06229038	MILLER, DONALD & N TRS	4071 E HARNEY LN	LODI	CA	95240
06241017	ATHANASIOU, GEORGE J & KARI L	18445 RODEO DR	LODI	CA	95240
06241018	PAPPOUS, ANASTASIOS & C	5395 ENTRADA OLMOS	SAN JOSE	CA	95123
06241019	BURKE, LEO P III & LANISE J TR	2488 MAGGIO CIR	LODI	CA	95240
06241024	BURKE, LEO P III & LANISE J TR	2491 MAGGIO CIR	LODI	CA	95240
06241025	LATE START LLC	2205 ROARING CAMP DR	GOLD RIVER	CA	95670
06241026	ROBERT L & CAROLYN W REYNO ET	PO BOX 725	WOODBIDGE	CA	95258
06241027	LODI CITY OF	221 W PINE ST	LODI	CA	95240
06241034	TARDITI, TERRY TR ETAL	2525 S STOCKTON ST	LODI	CA	95240

Reynolds Ranch GPA mailing list

06241035	KACKYS LLC	872 WESTWIND DR	LODI	CA	95242
06257001	CHUGHTAI, AFTAB & FARHAT ETAL	12350 DEL AMO BLVD APT 1610	LAKEWOOD	CA	90715
06257002	WARREN, FRANK L & MAXINE	308 DRIFTWOOD DR	LODI	CA	95240
06257003	SINIGAGLIA, GREGORY A ETAL	314 DRIFTWOOD DR	LODI	CA	95240
06257004	LAWLEY, RODNEY & PENNY CUST	2058 PETERSBURG WAY	LODI	CA	95242
06257005	JUAREZ, JOSE C & VERONICA	309 DRIFTWOOD DR	LODI	CA	95240
06257011	PARK PLACE DEVELOPMENT LLC	PO BOX 1598	LODI	CA	95241
06257012	PARK PLACE DEVELOPMENT LLC	PO BOX 1598	LODI	CA	95241
06257013	WILLIAMSON, MATTHEW LEE	124 SMIT CT	RIPON	CA	95366
06257014	KERNICH, MICHAEL S & KATHLEEN	278 MARINERS CT	LODI	CA	95240
06257015	MIRANDA, SUSANA	274 MARINER CT	LODI	CA	95240
06258001	CASTELLON, MICHELLE RAE	210 MULLEN WAY	LODI	CA	95240
06258002	THOMAS, JANE ERIN TR	1128 JUNEWOOD DR	LODI	CA	95242
06258003	KARSTING, RICHARD V & BARBARA	2310 MORAN CT	AUBURN	CA	95603
06258004	IBARRA, ISIDRO E & CONNIE A	228 MULLEN WAY	LODI	CA	95240
06258005	FLEMMER, BRENT LEE & SHARON AL	2023 BERN WAY	LODI	CA	95242
06258006	CHEN, GEORGE SR TR	1900 E METTLER RD	LODI	CA	95240
06258007	FLEMMER, LOWELL & VIOLET	2031 BERN WAY	LODI	CA	95242
06258008	STALLINGS, MICHAEL W & PATRICI	10501 HILDRETH LN	STOCKTON	CA	95212
06258009	CRYSTAL ENTERPRISES L P	PO BOX 1259	WOODBIDGE	CA	95258
06258010	MERITO, LYDIA	2565 KIRSTEN CT	LODI	CA	95240

Reynolds Ranch GPA mailing list

06258011	JONES, RICHARD D & ANN A	2564 KIRSTEN CT	LODI	CA	95240
06258012	LAWLEY, RODNEY & PENNY ETAL	2058 PETERSBURG WAY	LODI	CA	95242
06258013	FLEMMER, LOWELL B & VIOLET	2031 BERN WAY	LODI	CA	95242
06258014	CRYSTAL ENTERPRISES L P	PO BOX 1259	WOODBIDGE	CA	95258
06258040	GILL, HARDEV S & RUPINDER K	2074 BERRICK AVE	MANTECA	CA	95337
06264001	HABER, BONIFACIO A JR & RIZALI	PO BOX 51525	PALO ALTO	CA	94303
06264002	KUMARI, VIJAY & SARITA	4674 CHERRY AVE	SAN JOSE	CA	95118
06264003	DELGADO, GUSTAVO	2513 MERCATO LN	LODI	CA	95240
06264004	GAWEL, JASON & KIMBERLY	PO BOX 411	SEASIDE	CA	93955
06264005	AIELLO, KEN & JENNIFER	2506 MARANO LN	LODI	CA	95240
06264006	SECK, SEYNABOU	2512 MARANO LN	LODI	CA	95240
06264007	MEDINA, CARMEN ETAL	2511 MARANO LN	LODI	CA	95240
06264008	CONCEPCION, RENNE & MARY JUNE	2505 MARANO LN	LODI	CA	95240
06264009	BARAZON, LITA V	2504 VALLINI LN	LODI	CA	95240
06264010	MCMILLIAN, CEDRICK D & MARIE R	395 E EVELYN AVE #127	SUNNYVALE	CA	94086
06264011	JOMA, ROQUE	8 CYMBIDIUM CIR	S SAN FRANCISCO	CA	94080
06264012	OSEGUERA DORRANCE, ADRIANA	2545 ROLLINGWOOD DR	SAN BRUNO	CA	94066
06264013	MEZA, JOSEFINA	437 PORTA ROSSA WAY	LODI	CA	95240
06264014	CALANGI, CLARO HERNANDEZ & LOR	443 PORTA ROSSA WAY	LODI	CA	95240
06264015	GAMA, JOSE	2450 MONTEBELLO WAY	LODI	CA	95240
06264016	ABDEL LATIF, BASEM	448 SAN PIETRO LN	LODI	CA	95240
06264017	TELLA, LYDIA A	442 SAN PIETRO LN	LODI	CA	95240

Reynolds Ranch GPA mailing list

06264018	BRICE, JOSEPH S & TANYA C	436 SAN PIETRO LN	LODI	CA	95240
06264022	GONZALEZ, IMELDA E	229 ELGIN AVE	LODI	CA	95240
06264023	NOWAK, MARK	2459 FELINO LN	LODI	CA	95240
06264024	SANCHEZ, ADOLFO	2460 FELINO LN	LODI	CA	95240
06264025	BURMEISTER, JOHNNY	777 CLOVER LN	LATHROP	CA	95330
06264026	NITZKY, SUSAN TR	2520 CROWN PL	LODI	CA	95242
06264027	KOZLOWSKI, GREGORY J	2454 FELINO LN	LODI	CA	95240
06264028	MONTANEZ, JULIO	2453 FELINO LN	LODI	CA	95240
06264029	RUIZ, CARLOS	2452 MONTEBELLO WAY	LODI	CA	95240
06264034	LODI CITY OF	221 W PINE ST	LODI	CA	95240
05801003	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
05801004	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
05811005	KATZAKIAN, CHARLES S & MELISSA	PO BOX 2484	LODI	CA	95241
05811041	ROBERT & CAROLYN REYNOLDS FAM	23290 N PEARL RD	ACAMPO	CA	95220
05813002	VARNER, SEAN & SUMMER	13475 N STOCKTON ST	LODI	CA	95240
05813003	HEUANSAVATH, SENGSOURISACK & V	13409 N STOCKTON ST	LODI	CA	95240
05813004	GRIFFITTS, WILLIAM & CHERYL T	13387 N STOCKTON ST	LODI	CA	95240
05813005	ZARATE, ISAAC B & DONNA I TR	2036 BISHOP ST	STOCKTON	CA	95205
05813006	DELLA MAGGIORA, DOMENICO TR ET	13323 N STOCKTON ST	LODI	CA	95240
05813007	SKINNER RANCH HOLDINGS LP	1420 S MILLS AVE SUITE K	LODI	CA	95242
05813008	SKINNER RANCH HOLDINGS LP	1420 S MILLS AVE SUITE L	LODI	CA	95242
05813009	SKINNER RANCH HOLDINGS LP	1420 S MILLS AVE	LODI	CA	95242

Reynolds Ranch GPA mailing list

		SUITE L			
05813010	SOUTH RIVER RANCH LLC	4920 E HOGAN LN	LODI	CA	95240
05813011	SOUTH RIVER RANCH LLC	4920 E HOGAN LN	LODI	CA	95240
05813014	HELM, SHIRLEY ANN ETAL	13125 N STOCKTON ST	LODI	CA	95240
05813015	ROBERT & CAROLYN REYNOLDS ETL	PO BOX 725	WOODBIDGE	CA	95258
05813016	ROBERT & CAROLYN REYNOLDS ETL	PO BOX 725	WOODBIDGE	CA	95258
05813017	SKINNER RANCH HOLDINGS LP	1420 S MILLS AVE SUITE L	LODI	CA	95242
05813018	LODI MOOSE, LODGE 634	13263 N HWY 99	LODI	CA	95240
05813019	SAN JOAQUIN VALLEY LAND CO LLC	1420 S MILLS AVE	LODI	CA	95242
05813021	SEEMAN, DELFORD & E TRS	13275 N STOCKTON ST	LODI	CA	95240
05813022	PELLETTI, MARIA VILMA TR	13167 N STOCKTON ST	LODI	CA	95240
05813024	TSUTSUMI, DIANE Y ETAL	3725 E ARMSTRONG RD	LODI	CA	95240



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Conduct a Public Hearing to consider uses of the 2008 Mid-Year Allocation of Community Development Block Grant (CDBG) Program Funds and the reallocation of available funds from previous program years.

MEETING DATE: September 3, 2008

PREPARED BY: Community Development Department

RECOMMENDED ACTION: That the City Council conduct a public hearing to consider proposals for potential uses of the 2008 Mid-Year allocation of CDBG Program funds and the reallocation of available funds from previous program years.

BACKGROUND INFORMATION: The 2008-09 CDBG program year was the first in implementing the City Council's policy of allocating 40 percent of the annual CDBG funding to community-based organizations (CBOs). When the City Council approved the 2008-09 CDBG allocations, many of the proposals from CBOs were not ready to proceed. The City put approximately \$147,000 in a fund for a mid-year allocation to allow CBOs additional time to develop project ideas and obtain cost estimates.

Additionally, the City has a 2007 allocation to the Community Partnership for Families, in the amount of \$100,000, to reallocate. Those funds were designated for the engineering and design for a new community center at Blakely Park. That project has been shelved for the time being and in order to maintain the timely expenditure of CDBG funds, we are making those funds available for a project or projects that need to expend the funds by June of 2009.

Of the \$147,173 that was designated toward the CBO Mid-Year allocation, \$15,000 of those funds have been allocated by Council to the Lodi Police Department – Animal Services Division to fund a spay/neuter program. This leaves a balance of \$132,173 available for CBOs.

In June of 2008, Staff began working with local CBOs to revise any previous funding requests and to review any new funding requests that would be worthy of consideration. Through that process three funding requests were received. Those funding requests were reviewed and put through the same grading matrix that was used on all CBO applications during the 2008-09 CDBG application process. The grading matrix provides an overall ranking based upon scoring across the following criteria:

- Activity Need and Justification
- Readiness to Proceed
- Cost Reasonableness and Effectiveness
- Activity Management and Implementation
- Experience (project-related)

APPROVED: _____
Blair King, City Manager

- Past Performance (grant-related)
- Matching Contributions
- Application Completeness

A detail of those funding requests, ranked in accordance with their grading score, is as follows:

LOEL SENIOR CENTER KITCHEN RENOVATION

Grading Matrix Score: 92
Amount Requested: \$140,000
Project Description: LOEL is preparing to take over the senior nutrition services programs, including home-delivered meals and congregate meals, that were recently provided by Seniors First. LOEL plans to complete a \$500,000 renovation to its facility in order to install a commercial kitchen capable of producing over 500 meals per day. The LOEL Foundation has secured a commitment from a local banking partner to provide the balance of needed funding for construction costs. LOEL has also received a pledge from Lodi Memorial Hospital to donate \$100,000 worth of kitchen equipment.
Readiness to Proceed: This project has become an urgent need for LOEL as Seniors First is no longer providing meals. LOEL is working to get the necessary plans and specifications prepared and could have the project completed by the June 30, 2009 date that we have set for funds to be used.

EMERGENCY GENERATOR FOR SALVATION ARMY HOPE HARBOR FACILITY

Grading Matrix Score: 79
Amount Requested: \$100,000
Project Description: The Salvation Army's Hope Harbor location operates as an emergency facility in the event of a major disaster in the region and electricity would be vital to operating the center in an emergency. The Salvation Army is requesting funding for an emergency electrical generator, connection from the generator to the facility's wiring and any other improvements necessary to meet code requirements for such an installation.
Readiness to Proceed: The Salvation Army has obtained estimates for the work in the range of \$100,000 and could have the equipment purchased and installed by the June 30, 2009 deadline.

COMMUNITY PARTNERSHIP FOR FAMILIES IMPROVEMENTS

Grading Matrix Score: 60
Amount Requested: \$50,000
Project Description: Community Partnership for Families (CPF) recently signed a 5-year lease for a new location at 631 E. Oak Street in Lodi. They are requesting funding for various improvements at their new location, including security cameras, building signage, parking lot lighting, and fencing improvements. They are also requesting that the City improve street markings near the location for pedestrians and relate a nearby bus stop to a location closer to the site.
Readiness to Proceed: Project costs may be shared with the building's other tenant, the California Human Development Corporation, but should also include the building's owner as many of these site improvements will increase the property value for the owner. The on-site improvements could likely be completed by June 30, 2009 deadline.

Recommendation 1: After completing a thorough review of these projects and related funding requests, it is the City Manager’s recommendation that the entire \$132,173 of the CBO Mid-Year allocation be re-allocated to the LOEL Senior Center Kitchen Renovation Project.

As part of this mid-year allocation process, we had also received two funding requests from the Lodi Public Library. Those two requests and additional funding needs for other currently funded projects are detailed below and are in consideration for the \$100,000 in CDBG funds that are targeted for reallocation from the Community Partnership for Families.

LODI LIBRARY RESTROOM IMPROVEMENTS (\$85,000)

Project Description: The Lodi Library plans a major renovation project beginning in October 2008. As a part of the larger renovation project, they are requesting funding to cover the costs of remodeling the staff and lobby restrooms. CDBG can only fund the portion of improvements related to “removing architectural barriers to accessibility.” This means that CDBG funds may not be used to make modifications to non-accessible stalls and fixtures.

Readiness to Proceed: Phase I of the renovation project is anticipated to be completed in December 2008.

LODI LIBRARY ADULT LITERACY PROGRAM (\$11,000)

Project Description: The Lodi Library Adult Literacy Program pairs tutors with adults for literacy training in the Library. They are requesting funding for two tutoring stations, which will increase privacy and expand the space available to program participants. Current space constraints make it difficult to find and retain tutors. The stations will be dedicated to Adult Literacy Program, but are available to library patrons when they are not in use by program participants.

Readiness to Proceed: The Lodi Library has obtained at least one bid for the stations. The project would be completed by June 2009. The Library has a \$1,000 grant from United Way for the stations, which will be lost if they cannot secure other funding.

RLF LOAN PROGRAM (\$45,000)

Project Description: A RLF Loan request in the works for Dancing Fox Winery/Bakery in the amount of \$100,000. The City currently has \$50,000 from our 2008 allocation and \$5,000 from a 2006 allocation available for the RLF Program. An additional \$45,000 is necessary in order to fully fund the loan under consideration.

Readiness to Proceed: If funded, the loan is scheduled to proceed toward a closing in mid-October.

GRAPE BOWL RENOVATION PROJECT (\$100,000)

Project Description: Councilmember Johnson has suggested that the reallocated funds be directed toward Phase I of the Grape Bowl Renovation Project which is intended to address handicapped accessibility issues at the primary entrance and not improvements to the field or other facilities throughout the site.

Readiness to Proceed: It is unlikely that if allocated toward this project, these funds could be fully expended by the June 30, 2009 deadline.

SPAY/NEUTER PROGRAM (\$5,000)

Project Description: The Council has received a request from a citizen that additional CDBG funding be reallocated to the newly funded spay/neuter program. There is currently a 2008 allocation of \$15,000 toward this program.

Readiness to Proceed: It is uncertain whether additional funding is needed at this time.

Recommendation 2: It is the City Manager's recommendation that the City Council distribute the \$100,000 designated for reallocation to the following projects:

- RLF Loan Program
- Adult Literacy Program Tutoring Stations
- Lodi Library Phase I Restroom Remodel

FISCAL IMPACT: N/A

FUNDING AVAILABLE: 2008/09 CDBG Program

Joseph Wood
Community Improvement Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE 2008 MID-YEAR ALLOCATION OF COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM FUNDS, AND
FURTHER REALLOCATING AVAILABLE FUNDS FROM
PREVIOUS PROGRAM YEARS

=====

WHEREAS, the Department of Housing and Urban Development has determined that the City of Lodi, California, is entitled to Community Development Block Grant (CDBG) and HOME funding as a participating city through the County of San Joaquin and Urban County for fiscal year 2008-09 Federal allocation; and

WHEREAS, the City Council of the City of Lodi did, during their annual allocation process in March of 2008, allocate approximately \$132,000 in CDBG funds for distribution to Community Based Organizations (CBO) during a Mid-Year Allocation process; and

WHEREAS, the City Council of the City of Lodi has been made aware of the need to reallocate unused CDBG funds from previous years to facilitate the expedited use of those funds; and

WHEREAS, staff recommends the reallocation of \$100,000 of unused available CDBG funds from Project 07-05, a 2007 allocation to the Community Partnership for Families; and,

WHEREAS, the City of Lodi has held, with proper notification, a public hearing at the City Council meeting of September 3, 2008, to receive comments and proposals from the public regarding the projected use of CDBG funds and provided the public with adequate information concerning the amount of funds available for community development activities, the range of eligible activities, and other important requirements; and

WHEREAS, the City of Lodi, California, has received public input regarding the proposed use of CDBG funds; and

WHEREAS, staff therefore recommends the reallocation of the 2008 Mid-Year CBO Allocation of CDBG funds and CDBG funds available for reallocation from 2007 to projects as outlined below.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the recommended 2008 Mid-Year CBO Allocation of CDBG funds to the projects recommended by staff in the amount of \$132,173, as shown as follows:

2008-09 CDBG Program Funding (including reallocated funds) – \$132,173

Community Based Organization Capital Projects – (\$240,233)

- LOEL Center Kitchen Renovation Project \$132,173.00

Total Distribution of 2008 Mid-Year CBO CDBG Allocation \$132,173.00

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby approve the reallocation of available CDBG funds from Project 07-05 in the amount of \$100,000, as shown as follows:

2007 Reallocated CDBG Funds – \$100,000

- Existing RLF Program (Project 08-07) \$
- Existing Grape Bowl ADA Access (Project 07-03) \$
- Existing Spay/Neuter Program (Project 08-15) \$
- Library Phase I Restroom Improvements \$
- Adult Literacy Program Tutoring Stations \$

Total Distribution of 2007 CDBG Reallocation \$100,000.00

Dated: September 3, 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 September 3, 2008, by the following vote:

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

RANDI JOHL
City Clerk

2008-____



**Please immediately confirm receipt
of this fax by calling 333-6702**

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER USES OF THE 2008 MID-YEAR ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND THE REALLOCATION OF AVAILABLE FUNDS FROM PREVIOUS PROGRAM YEARS

PUBLISH DATE: SATURDAY, AUGUST 23, 2008

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, AUGUST 21, 2008

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at 8:10 am (time) on 8/22/08 (date) 2 (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ CM _____ JMP (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER USES OF THE 2008 MID-YEAR ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND THE REALLOCATION OF AVAILABLE FUNDS FROM PREVIOUS PROGRAM YEARS

On Friday, August 22, 2008, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider uses of the 2008 mid-year allocation of Community Development Block Grant program funds and the reallocation of available funds from previous program years (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 22, 2008, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**



JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER USES OF THE 2008 MID-YEAR ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS AND THE REALLOCATION OF AVAILABLE FUNDS FROM PREVIOUS PROGRAM YEARS

On Friday, August 22, 2008, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider uses of the 2008 mid-year allocation of Community Development Block Grant program funds and the reallocation of available funds from previous program years, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 22, 2008, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: September 3, 2008

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 3, 2008**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Consider uses of the 2008 mid-year allocation of Community Development Block Grant program funds and the reallocation of available funds from previous program years.

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at, or prior to, the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: August 20, 2008

Approved as to form:

D. Stephen Schwabauer
City Attorney

CDBG Mid Year Allocations mailing list

EXHIBIT B

CONTACT	COMPANY	ADDRESS	CITY	STATE	ZIP
Lt. Dan Williams	Salvation Army	525 W. Lockeford St.	Lodi	CA	95240
Tracy Williams	LOEL Center	105 S. Washington	Lodi	CA	95240
Nancy Martinez	Lodi Library	201 W. Locust Street	Lodi	CA	95240
Phyllis Grupe Robina Asghar, Executive Director	Community Partnership for Families of San Joaquin	PO Box 1569	Stockton	CA	95204



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Public Hearing to Consider Resolution Setting Fee for Storm Drainage Development Standard Plans Compliance Inspection for Post Construction Best Management Practices as Required in the Standards

MEETING DATE: September 3, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Conduct a public hearing to consider a resolution setting a \$122 fee for Storm Drainage Development Standard Plans compliance inspection 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 (Permit) that governs the discharge of storm water runoff. A condition of that permit requires the adoption of a Stormwater Development Standards Plan (Standards) per Attachment No. 4 of the State’s General Discharge Permit. These Standards were adopted by Council at the August 6, 2008 meeting.

The Permit requires inspections of the Best Management Practices (BMPs) required by the Standards during construction and annually thereafter to confirm they are being correctly maintained and operated. The construction inspection fee was adopted by City Council on April 18, 2007 and is currently \$122 per site per visit. The proposed post-construction fee is \$122 per site per year, assuming a single visit is required. The property owner would be billed after each inspection. Should a site require multiple inspections, that expense would also be billed.

The Standards also apply to subdivisions of ten lots or greater, in which case, community-serving BMPs may be required. Although the construction cost for the BMPs would be borne by the developer, the costs for the annual inspections would be absorbed by the City without a post construction fee in place. Alternatives for funding this class of inspections include Community Facilities Districts for Public Services, Homeowner Associations, and Lighting and Landscape Maintenance Districts. Policy direction on this class of BMPs will be brought to the City Council on a case-by-case basis.

The fee will become effective 30 days after the date of adoption of the resolution and would be annually adjusted on July 1, using the Consumer Price Index (San Francisco, Urban, unadjusted).

Staff requests the City Council conduct a public hearing to consider a resolution establishing the fee for the Storm Drainage Development Standard Plans compliance inspection for post construction Best Management Practices as required in the Standards.

FISCAL IMPACT: Project revenue for the first year is \$1,220. That will increase each year as new projects and redevelopment projects are constructed.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by George M. Bradley, Streets & Drainage Manager
FWS/GMB/dsg

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL
SETTING FEE FOR STORM DRAINAGE
DEVELOPMENT STANDARD PLANS COMPLIANCE
INSPECTION FOR POST CONSTRUCTION BEST
MANAGEMENT PRACTICES

=====

WHEREAS, the Lodi Municipal Code requires the City Council, by resolution, to set fees for various services provided by the City of Lodi to recover those costs associated with providing specific services and programs; and

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

WHEREAS, the permit requires inspections of the Best Management Practices (BMPs) required by the Standards during construction and annually thereafter to confirm they are being correctly maintained and operated; and

WHEREAS, the construction inspection fee was adopted by City Council on April 18, 2007 and is currently \$122 per site per visit; and

WHEREAS, staff recommends a post-construction fee of \$122 per site per year, assuming a single visit is required. The property owner would be billed after each inspection. Should a site require multiple inspections, that expense would also be billed

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council finds as follows:

1. That the establishment of a fee for Storm Drainage Development Standard Plans Compliance Inspection for Post Construction Best Management Practices (BMPs) is necessary to insure that the BMPs are being correctly maintained and operated; and
2. That the post-construction fee will be \$122 per site per year, assuming a single visit is required. The property owner will be billed after each inspection. Should a site require multiple inspections, that expense would also be billed; and
3. That the fee will become effective 30 days after the date of adoption of this resolution and that the fee will be annually adjusted on July 1, using the Consumer Price Index (San Francisco, Urban, unadjusted); and
4. That all resolutions or parts of resolutions in conflict herewith are repealed insofar as such conflict may exist; and
5. That this resolution 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 immediately upon its adoption.

Dated: September 3, 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 September 3, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2008-_____



**Please immediately confirm receipt
of this fax by calling 333-6702**

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER RESOLUTION SETTING FEE
FOR STORM DRAINAGE DEVELOPMENT STANDARD PLANS
COMPLIANCE INSPECTION FOR POST CONSTRUCTION BEST
MANAGEMENT PRACTICES AS REQUIRED IN THE STANDARDS**

PUBLISH DATE: SATURDAY, AUGUST 23, 2008

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, AUGUST 21, 2008

**ORDERED BY: RANDI JOHL
CITY CLERK**


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at 8:10am (time) on 8/22/08 (date) 2 (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ JLT _____ DRC _____ JMP (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER RESOLUTION SETTING FEE FOR STORM DRAINAGE DEVELOPMENT STANDARD PLANS COMPLIANCE INSPECTION FOR POST CONSTRUCTION BEST MANAGEMENT PRACTICES AS REQUIRED IN THE STANDARDS

On Friday, August 22, 2008, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider resolution setting fee for Storm Drainage Development Standard Plans compliance inspection for post construction best management practices as required in the Standards (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 22, 2008, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: September 3, 2008

Time: 7:00 p.m.

For information regarding this notice please contact:

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

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 3, 2008**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Consider resolution setting fee for Storm Drainage Development Standard Plans compliance inspection for post construction best management practices as required in the Standards.

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: August 20, 2008

Approved as to form:

D. Stephen Schwabauer
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Recommended Design Guidelines for Transit Oriented Development for Downtown area and Adopt Resolution Approving Subject Document.

MEETING DATE: September 3, 2008

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Receive Recommended Design Guidelines for Transit Oriented Development for Downtown area and Adopt Resolution Approving Subject Document.

BACKGROUND INFORMATION: The purpose of the Transit Oriented Development (TOD) guidelines for downtown Lodi is to encourage building and streetscape improvements, and new development within a quarter-mile of the City's Multi-Modal Transit Station on Sacramento Street. The guidelines are intended to make the Downtown district more livable and transit- and pedestrian-friendly. The project study area is bounded by Lockeford Street to the north, Lodi Avenue to the south, Main Street to the east and School Street to the west.

The draft TOD guideline's recommended improvements for the Downtown are the result of ideas and comments received during several well-attended community workshops and from staff suggestions. These include promoting a variety of ideas including high-density development, mixed-use development, and reduced parking requirements.

The guidelines were developed as a result of a \$75,000 Community Based Planning Grant the City of Lodi received from the California Department of Transportation in late 2006.

The process included considerable public input and participation. In September 2007, a consultant team from the urban planning and design firm of Moore Iacofano Goltsman (MIG) visited Lodi for a project-initiation meeting with City staff. Project objectives, key community stakeholders and potential program elements were identified. A steering committee was formed, composed of a diverse group of residents and other individuals with an interest in developing the downtown. Committee members met three times to determine the study area's strengths, weaknesses, opportunities and challenges; and develop options for safety, mobility and streetscape improvements.

On November 2007, a community workshop at the LOEL Center drew more than 75 attendees to discuss the concept of Transit Oriented Development. MIG facilitated the workshop and prepared preliminary guidelines for discussion purposes. Participants were divided into groups, led by members of the consulting team and steering committee members, and asked to develop proposed design guidelines.

APPROVED: _____
Blair King, City Manager

The TOD guidelines were presented to the Planning Commission on Aug. 13, 2008 and a favorable recommendation was made. The guidelines were also presented to the City Council at a Shirtsleeve session on Aug. 12, 2008.

FISCAL IMPACT: N/A

FUNDING: N/A

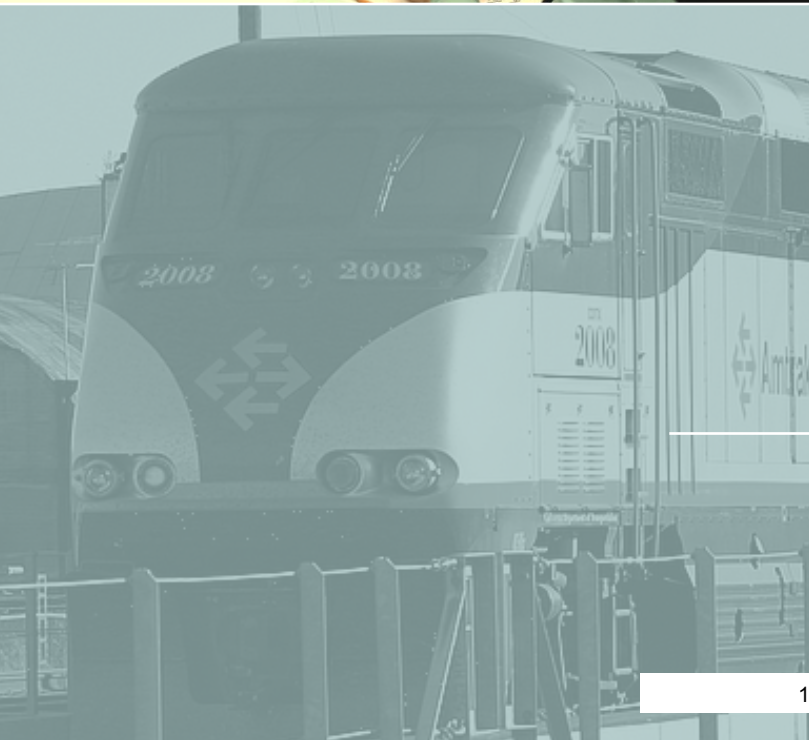
Peter Pirnejad
Planning Manager

Attachment: Draft guidelines

Downtown Lodi

Transit-Oriented Development Design Guidelines:

A Tool to Stimulate Downtown Development



CITY OF LODI | DRAFT

Prepared by



In Association with
Economic & Planning Systems, Inc.

A VISION FOR LODI TOD

Downtown Lodi Transit-Oriented Development Design Guidelines:
A Tool to Stimulate Downtown Development

CITY OF LODI | DRAFT

PREPARED BY



In Association with
Economic & Planning Systems, Inc.

acknowledgements

City of Lodi

Peter Pirnejad, Community Development
Rick Caguait, Community Development
Wally Sandelin, Public Works
Tiffani Fink, Public Works
Rebecca Areida, Public Works

Community Workshop

Eileen St. Yves, Lodi Improvement Committee
Bob Takeuchi, Lodi Improvement Committee
Linda Martin, Downtown Lodi Business Partnership
Chuck Easterling, Steering Committee/Business Owner
Pat Patrick, Lodi Chamber of Commerce
Mary and Joseph Mann, Sierra Adventure Outfitters
Curt Daniger, Daniger Furniture
Sheila Zwiefel, Hertz Realty Inc.
Mary Wallace, Frames & Fine Things
Lynn M. Smith, World of Wonders Science Museum
Tillie Easterling, Business Owner
Tom Sisneros, Brodie Jaynes Photography
Keith Land, F & M Bank
Roger Stafford, SPARC Committee
Matt Dobbins, Mokelumne Land and Development Co.
Ross Farrow, Lodi News Sentinel
William Maxwell, Steering Committee/Property Owner
Dale N. Gillespie, Steering Committee/Developer
Mike Swearingen, Steering Committee/SJCOG
Tracy Williams, Steering Committee/LOEL Center
Michael Scanlan
Virginia Snyder
Jack Grunsley
Joe Petersen
Lana Carouba

Steering Committee

Doug Kuehne, Planning Commissioner
Jamie Watts, Downtown Lodi Business Partnership
Staci Bennet, Downtown Lodi Business Partnership
Chuck Easterling, Downtown Business/Property Owner
Brian Schmidt, San Joaquin Regional Rail Commission
Mike Swearingen, San Joaquin Council of Governments
Tracy Williams, LOEL Center
Dale Gillespie, Developer/Chamber of Commerce
Jon Ibarra, Disabled Citizen Representative
Roger Kahn, Realtor/Pakistani Representative
Phil Pennino, Former City Council Member/Consultant
William Maxwell, Property Owner in Project Area

MIG, Inc.

Chris Beynon, Principal-in-Charge
Anchi Mei, Project Manager/Urban Designer
Julia Abbassi, Design Associate

Economic & Planning Systems, Inc.

Darin Smith, Principal

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Preamble

The Downtown Lodi Transit-Oriented Development Design Guidelines (the “Plan”) is the result of a year-long planning collaboration between residents, developers, merchants, community members, and the City of Lodi. Developed through an open and comprehensive community planning process, the Plan illustrates various design recommendations for new development and public improvements around the Lodi Multi-Modal Transit Station. These initiatives set the foundation for creating significant transit-oriented development (TOD) in Lodi in the coming years.

TOD is defined as compact, higher-density mixed-use development in a highly pedestrian-oriented environment that encourages people to walk, ride transit, and bike, in addition to driving cars. Many cities around the country are embracing TOD as a positive model for urban growth as gas prices rise, climate change issues become pressing and people seek alternative living options located closer to a strong hub of social and commercial activities. With a regional rail stop and the entire City’s bus services departing from the Multi-Modal Transit Station, Downtown Lodi is in an excellent position to leverage transit and maximize TOD opportunities in conjunction with an already charming city center.

Context-sensitive approaches that respond to local conditions and residents’ choices are critical to good urban planning. This Plan reflects the contributions of community members, developers, landowners and other stakeholders who worked with the City’s Planning Department and the consultant team to share their knowledge and desires for Lodi. From this basis, a Vision for TOD in Lodi (opposite page) was developed to guide the Plan and its elements. In addition, conceptual designs and recommendations were crafted to respond to the assets, issues and opportunities particular to Lodi, as well as to reflect the Vision.

A VISION FOR TOD IN LODI

Downtown Lodi is a bridge to the City's past as well as its future. The brick and marble historic building facades remind residents of their unique heritage, while new mixed-use housing and commercial developments near the Multi-Modal Transit Station reflect the City's thriving Downtown.

Commuters working in Stockton and Sacramento step off the train and easily walk home. Residents throughout the City hop on a number of buses that conveniently take them to a myriad of shops, restaurants and offices located Downtown. Visitors of the local wine tour come back to their charming hotel and continue the fun with a night out in Downtown Lodi and its various entertainment venues.

There is a variety of people of all ages walking on the lush, tree-lined sidewalks, meeting each other in the artful plazas and relaxing in peaceful parks. With its beautifully restored buildings and exciting, new projects, Downtown is a place where quality development gets done easily. This healthy mix of uses and activities – catalyzed by the Multi-Modal Transit Station – makes Downtown an economically-sustainable and healthy place, and a source of community pride.

This Plan is a visionary framework that suggests how the area might grow over the long term. It is a living document that will change and evolve as the City considers future market conditions and fosters further community dialogue and collaboration. As the Plan is meant to guide both public and private efforts, the following two overarching intentions clarify the purpose of this document.

Assist the City in Acquiring TOD Funding

This Plan provides a vision for public improvements and private developments that need financial resources in order to implement them. By creating a design framework for the project area, the City will be able to better leverage existing resources and as well as seek additional funds to: 1) create the best public environment near the Multi-Modal Transit Station and, 2) help facilitate the development of new, high-quality projects.

Inspire and Support New Development, Not Inhibit

With regard to all the recommendations in the Plan, changes in existing land uses will be pursued with full communication and cooperation with willing property owners. The development guidelines described in Chapter Three are meant to guide and provide recommendations for, rather than dictate, the design of new developments. This Plan is intended to be a tool to assist developers, not a burden.

1

introduction





INTRODUCTION



- in this chapter:
- Project Area Context
- Planning Context
- Project Process
- Document Overview

IN THE FALL OF 2007, residents, developers, merchants, community members, and planners worked together in a community planning process to create design guidelines for transit-oriented development (TOD) around the Lodi Multi-Modal Transit Station. The goal of this project was to provide design direction for building and streetscape improvements along Sacramento Street adjacent to the Multi-Modal Transit Station, as well as to enhance uses in the Downtown district to make it more transit- and pedestrian-friendly. TOD focuses on the intersection of transportation and land use, a crucial connection in the transformation of existing areas into sustainable communities. TOD addresses environmental concerns by promoting alternate transportation modes, concentrating development in urbanized areas, discouraging greenfield development, and supporting healthy communities.

The broad Downtown vision and specific design direction outlined in this document **establish a framework for guiding new and infill development**, as well as public improvements, such as streets and open spaces. This approach will result in a Downtown environment that is attractive and vibrant and leverages transit for development and economic benefit.

PROJECT AREA CONTEXT

Located in the San Joaquin Valley between Stockton (six miles to the south), and Sacramento (35 miles to the north), Lodi is adjacent to U.S. Highway 99 and within five miles of Interstate 5 (see Figure 1.1). Lodi is characterized by an arid climate with dry, hot summers and temperate, wet winters.

The Southern Pacific Railroad and the Amtrak San Joaquin routes run along tracks through the center of the project area. All of the City's bus lines as well as regional buses run through the neighborhood and connect at the Lodi Multi-Modal Transit Station. In the future,

commuter rail to Sacramento and Stockton may be extended, further connecting Lodi with significant regional employment centers.

Lodi has over 65,000 residents (according to the 2005 census) and is contained in an area of 12 square miles.

Downtown Lodi is located in the northeastern corner of Lodi near Highway 99 and Interstate 5. Figure 1.2 shows the project area and the ¼-mile radius around the Multi-Modal Transit Station. It has been shown that people living within the ¼-mile radius of a transit station are more likely to take transit. Therefore,

the ¼-mile radius extending from the Multi-Modal Transit Station and parking structure is a crucial component of examining and planning for TOD. The project area is more focused to extract significant scenarios and recommendations that are able to be implemented and that can serve as a template to be used throughout the Downtown. It extends from School Street on the west to Main Street on the east, and Lockeford Street on the north to Lodi Ave on the south. Various residential neighborhoods adjacent to the project area form an integral part to the area's overall identity and character.

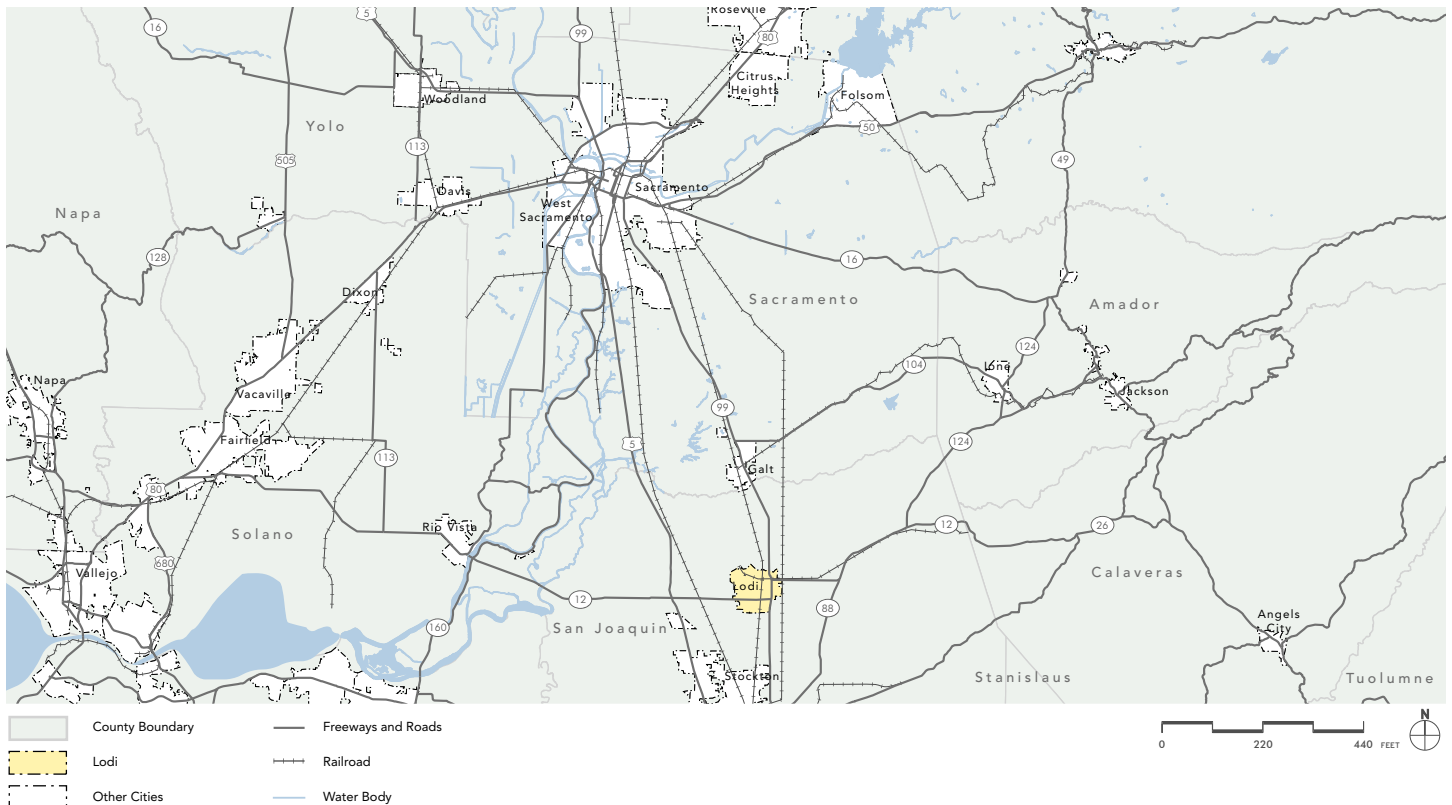


Figure 1.1 Regional Context

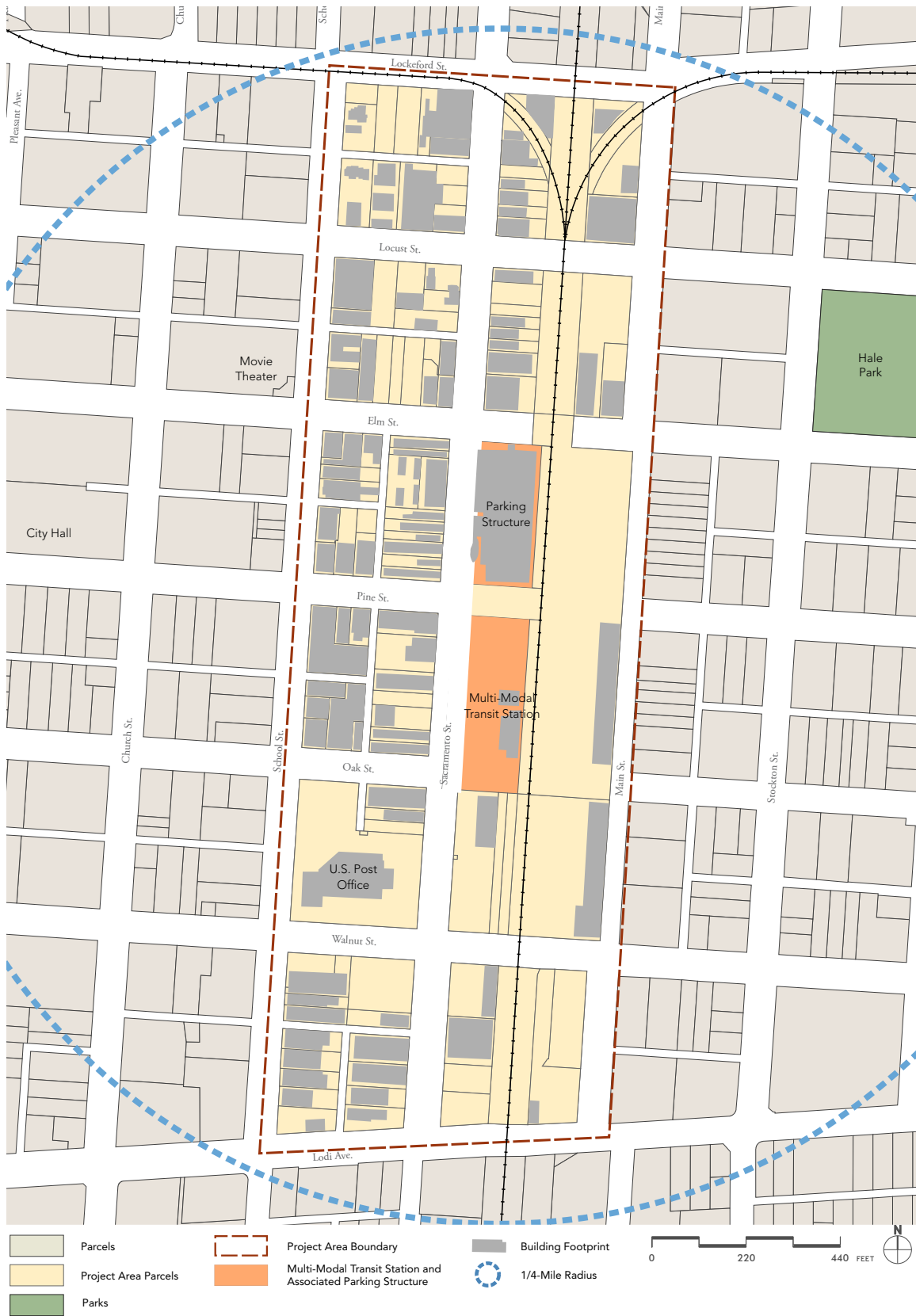
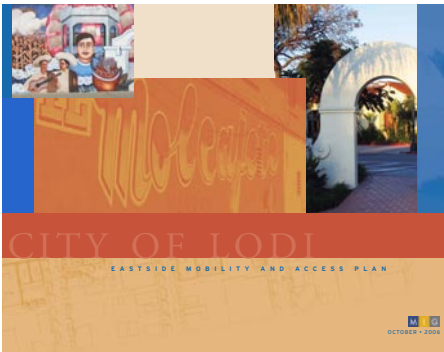


Figure 1.2 Project Area

PLANNING CONTEXT



East Lodi Avenue Design Guidelines



Eastside Mobility and Access Plan

The Lodi TOD Design Guidelines builds on other planning efforts in Lodi to improve mobility, offer alternatives to driving and improve the pedestrian realm for residents. The East Lodi Avenue Design Guidelines and Eastside Mobility and Access Plan projects are two recent efforts that have achieved such goals.

This project also responds to community desires for making Downtown Lodi a more livable place through increased housing options and improved connections to adjacent neighborhoods.

In addition, the project supports the following City goals relating to planning for TOD:

- Identify governmental and economic constraints, and possible solutions;
- Compliment the character of Downtown;
- Create and study four template sites;
- Provide economic analysis for the sites;

- Incorporate public comment and recommendations; and
- Orient guidelines to leverage Proposition 1C Infill Incentive and Measure K Smart Growth funds.

On a broader level, the Lodi TOD Design Guidelines are part of a larger national movement of progressive urban planning practice oriented towards compact urban design solutions that are healthier for people and the environment.

This plan anticipates a current shift in population demographics that fuels support for transit-oriented development. Young single adults, childless couples, “empty nesters” wanting smaller homes, and immigrants who are used to taking transit are emerging as new markets for transit-based housing. Additionally, people are also making the choice to live near transit to reduce their commutes to work, home, and shopping.

Transit-oriented development also has lower public infrastructure costs than dispersed suburban development, by reducing the amount of roads and concentrating facilities such as parking, schools, sewer and water lines, and fire stations.

Taking all these factors into consideration, the Lodi TOD Design Guidelines reflect Lodi’s forethought and commitment to meet the social, environmental and economic challenges of our future with creative, thoughtful action now.



Mixed-use building with lofts and condominiums above ground floor retail

PROJECT PROCESS

The City of Lodi Planning Department initiated the project in the summer of 2006. The Department hired urban planning and design consultants MIG, along with financial consultants Economic & Planning Systems, to lead a community visioning process and create design guidelines for the project area. The planning process involved a year of dedication by City staff, consultants and community members. Throughout the process, the planning team frequently met with a Steering Committee of local developers, residents, business owners and community leaders, as well as regional representatives from the San Joaquin Council of Governments and the Regional Rail Commission to give critical direction and feedback on the design guidelines.

The project team held a public workshop on November 12, 2007 at which approximately 30 community members convened to focus on an existing conditions analysis of and provide feedback and direction for their vision of Downtown Lodi in the future. Community members' perceptions aligned with the initial analysis, and participants contributed additional thoughts on the project area's assets, issues and opportunities. Large and small group discussions were conducted to hear ideas on community preferences for future transit-oriented improvements. The results of the community dialogue and comments created the foundation for a robust, multi-faceted vision and community design principles, as further elaborated in Chapter Three.



Community members shared their visions for Downtown Lodi at the community workshop in November of 2007



Community members drew on maps and engaged with City staff and consultants at the community workshop

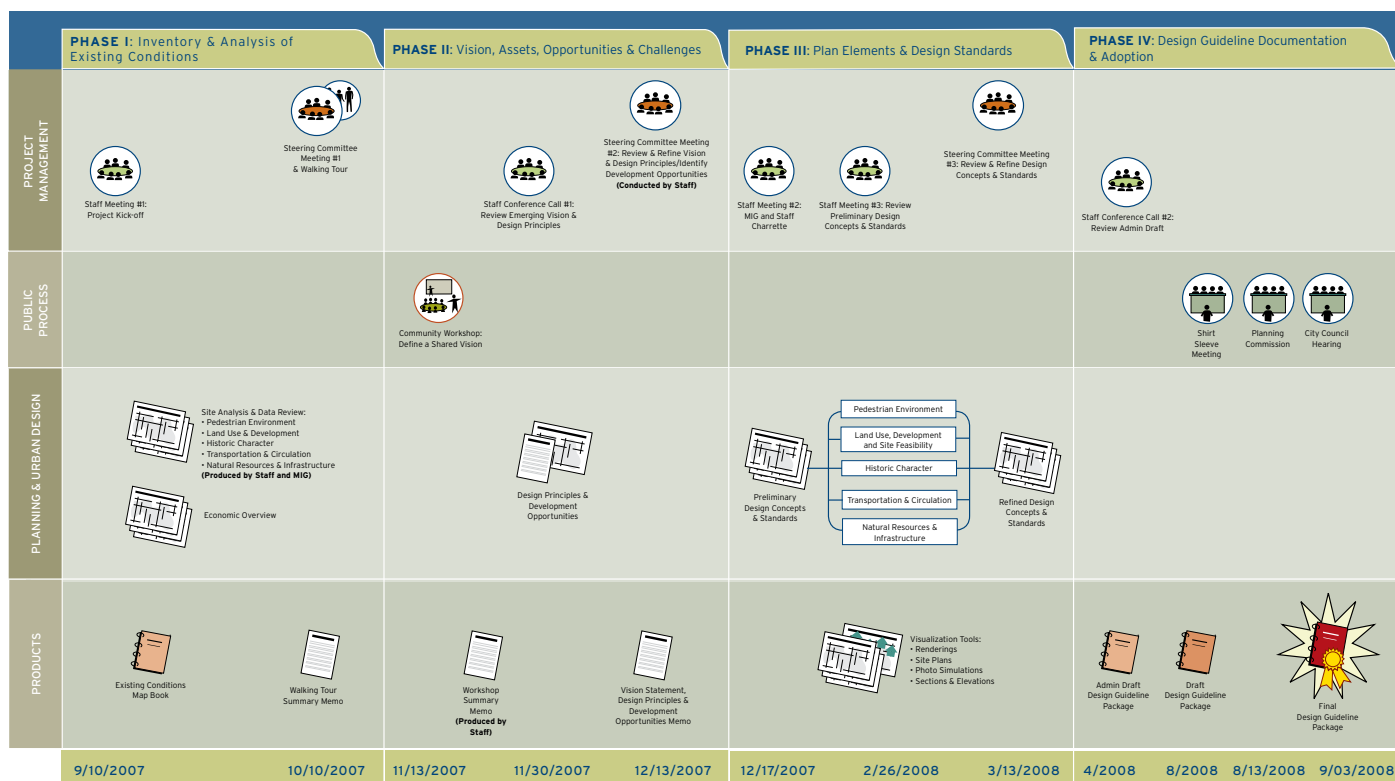


Figure 1.3 Process Graphic

DOCUMENT OVERVIEW

The remainder of the Lodi TOD Design Guidelines consists of the following chapters:

Chapter Two: Existing Conditions

Synthesizes existing physical, infrastructure and economic conditions, reviews the area's local, regional and historical context, and identifies the key assets, challenges and opportunities faced in the area's revitalization process. An economic overview of transit-oriented development and the feasibility of TOD in Lodi is also included in this section.

Chapter Three: Strategy for Lodi TOD

Chapter Three presents the vision, design principles and recommendations for shaping a TOD supportive environment. This chapter includes the Vision Statement, Design Principles, Land Use Recommendations, Downtown Lodi TOD Strategy Diagram, streetscape and new

development design guidelines. Four Development Opportunity Projects that epitomize the design guidelines and represent projects that could be prototypes to be used throughout Downtown are also presented. Supporting Strategies are also included, focusing on Transportation Recommendations, Infrastructure Recommendations and Accessibility and Security Strategies.

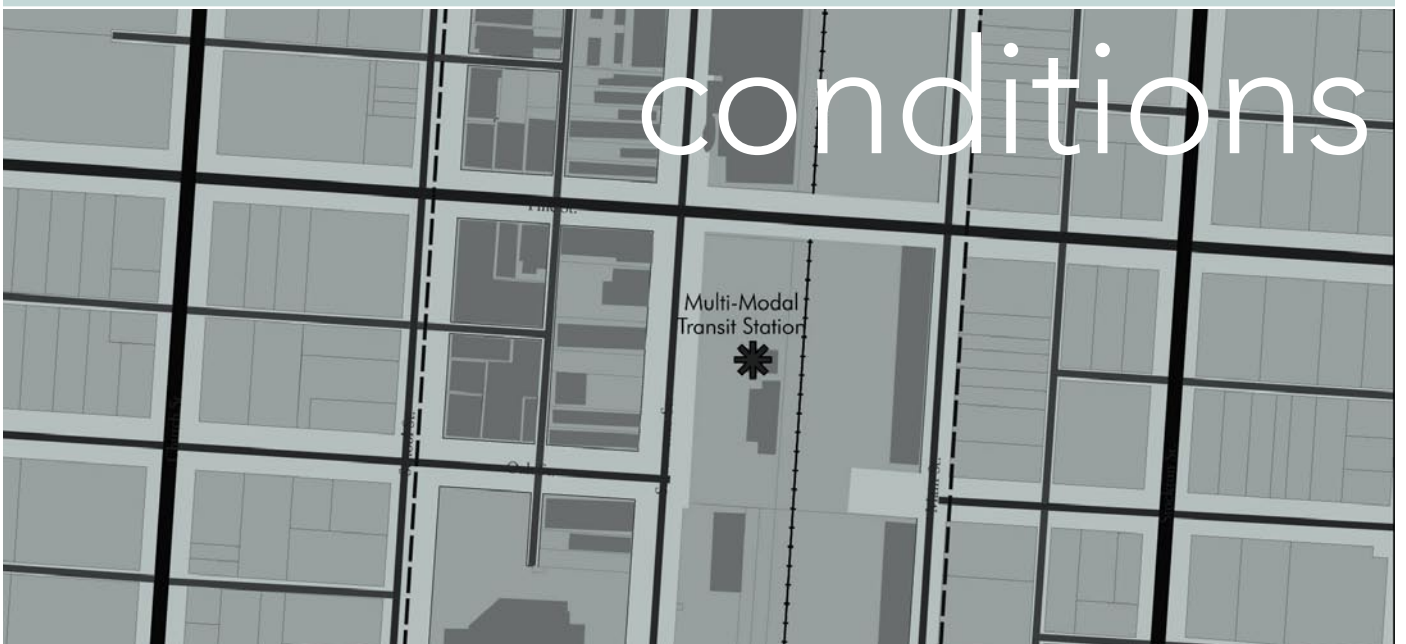
Chapter Four: Implementation

The implementation chapter outlines strategies to best move the project forward. Recommendations include a list of high priority public improvements, a new development guidelines checklist and funding mechanisms for financing social and public uses in new development. Priority action steps and financing strategies are also covered.

2

existing

conditions





EXISTING CONDITIONS

2

in this chapter:
Assets
Issues and Opportunities

THIS CHAPTER REVIEWS ASSETS OF DOWNTOWN LODI as they affect the project area, and highlights particular constraints and opportunities that can be addressed to support transit-oriented development. An overview of the economics of transit-oriented development in general and in specific relation to Downtown Lodi is also included in this chapter.

The project area, which covers a block to the east and west of the rail tracks and ¼-mile to the north and south of the Multi-Modal Transit Station, has many strengths, as well as a number of challenges to be addressed and improved upon. Planning efforts must recognize the project area's close link to Downtown Lodi given its location at the eastern edge of the Downtown. Recommendations and strategies should **build upon existing assets, work to counter challenges, and maximize opportunities.**

ASSETS

Downtown Lodi and the surrounding area offer a number of strong and unique assets. Leveraging these positive attributes will support a vibrant and successful Downtown and new transit-oriented development.

Circulation

Downtown Lodi is laid out on a nearly north-south grid that provides significant vehicular and pedestrian connectivity. The grid is reinforced by a strong alley network, a resource that allows for internal block circulation, loading and service area access and parking reserves.

Local and collector streets run through the Downtown and project area. As such,

the larger traffic volumes that can be deleterious to the pedestrian environment are relegated to the arterials that run outside of the Downtown and project area (see Figure 2.1).

The Downtown is also a multi-modal transit hub for buses and trains. The Multi-Modal Transit Station at Pine and Sacramento streets serves as a conver-

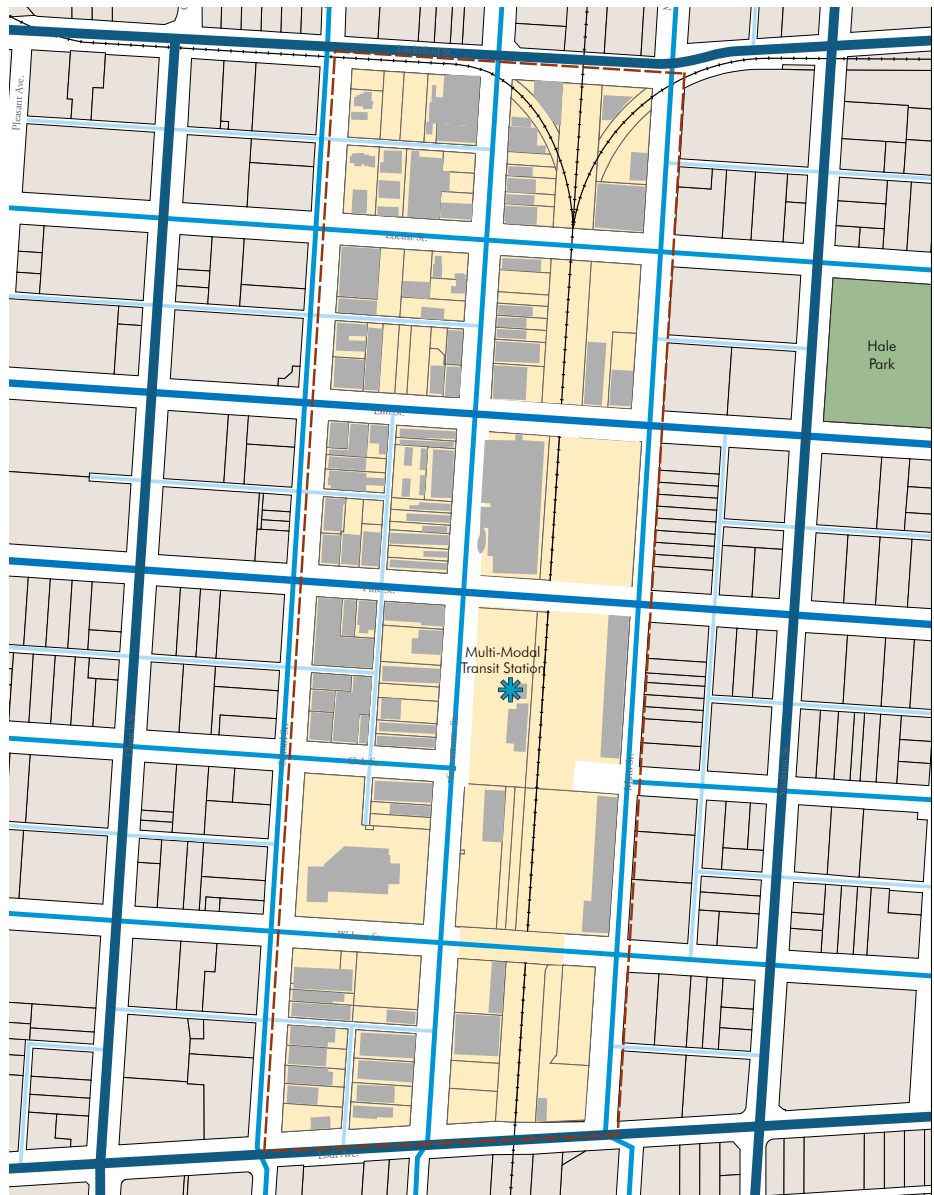


Figure 2.1 Circulation System

gence point for four types of services, including local-serving lines, express routes to Stockton and Sacramento, and links to other transit, such as San Joaquin KDT in Stockton, and SCT/Link in Sacramento.

The Amtrak San Joaquin line stops at the transit station, connecting with Sacramento to the north and the greater Central Valley to the south (see Figure 2.2).

Further, Lodi has the potential to capitalize on its location. A significant Downtown residential population in close proximity to the transit station could utilize the transit options that connect with the larger employment regions in Sacramento and Stockton. A commuter rail connection to Sacramento would greatly support the vitality of Downtown.



Buses at the transit center



A commuter rail line, similar to the Capital Corridor above, would benefit Downtown Lodi

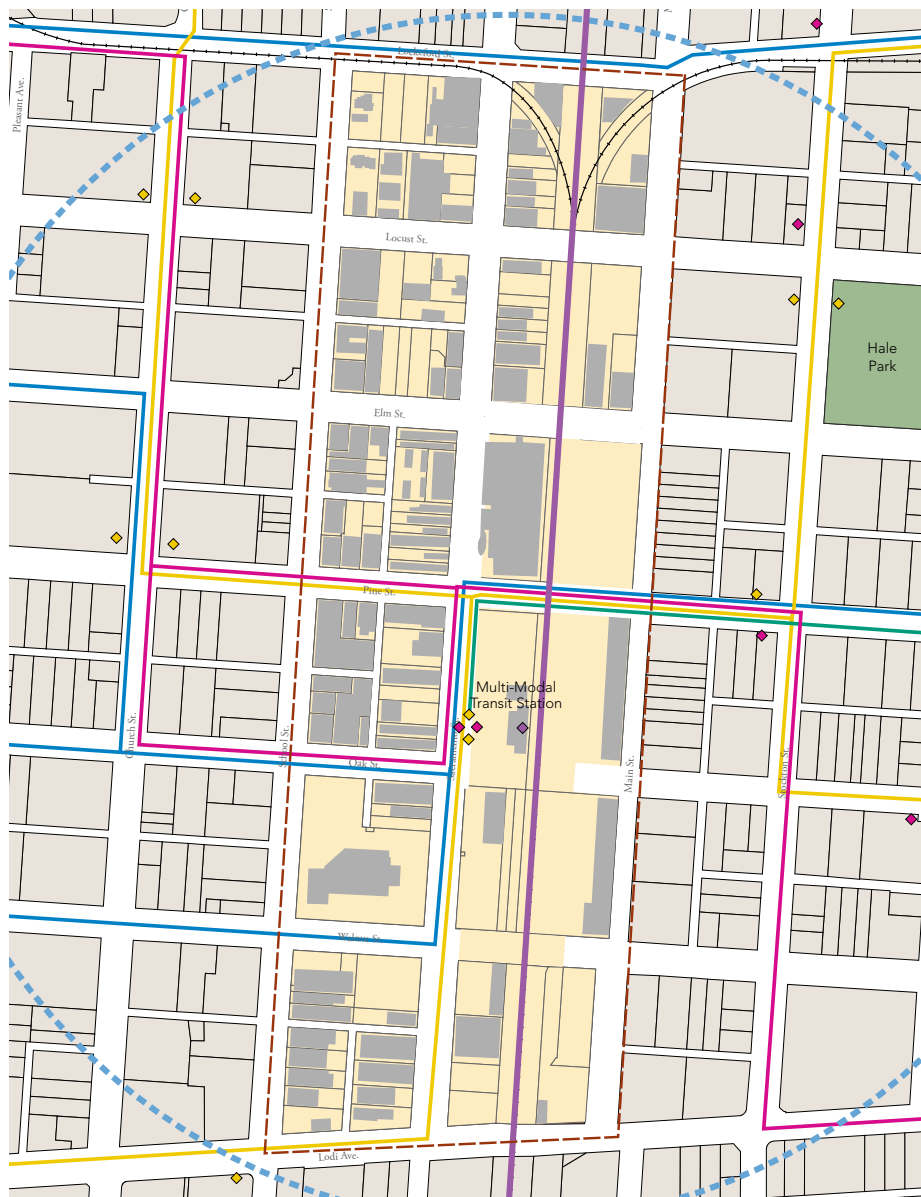


Figure 2.2 Transit System

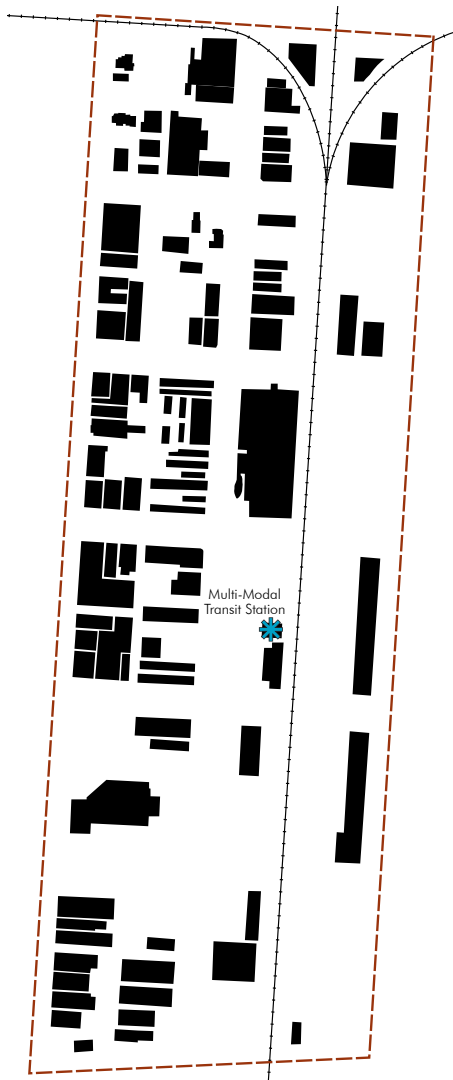


Figure 2.4 Building Figure Ground

Robust Downtown

Lodi's Downtown is well-established and full of character. The Downtown is organized primarily along School Street between Locust Street to the north and Lodi Avenue to the south. It has many small-scale retail offerings and a recently constructed streetscape design. The buildings and storefronts are fine-grained with a variety of small-scale ground floor uses. The variety of buildings and uses adds interest and character to the Downtown, and serves as a destination for residents of Lodi and tourists.

The building figure ground map for the project area (see Figure 2.4) displays the footprints of all buildings in the project

area in black. The fine-grained building pattern and strong building edge along School Street and many of the cross-streets, such as Pine and Elm streets, can be seen. The break-down in the building edge and the larger footprint buildings that characterize the blocks east of Sacramento Street can also be seen in the figure.

Building entries can serve as a rough measure of activation as entrances to residential and commercial uses off of sidewalks provide opportunities for interaction and spill-over between the public and private realms. They also provide architectural breaks in long facades and a



Restaurant at Elm and School streets

more interesting edge to the pedestrian environment. Predictably, in Downtown Lodi, the greatest number of building entrances is along School and Pine streets. Sacramento Street between Elm and Pine streets has many building entrances (see Figure 2.3). and as such, they constitute the “bones” to create an activated pe-

destrian environment along that stretch of Sacramento Street. Several of these buildings have historic design elements, however many are currently vacant or underutilized. These buildings need renovation and new uses, rather than demolition.



Shops along School Street



Retail and offices along Pine Street



Figure 2.3 Building Entries

Character and Identity

Downtown Lodi has a strong and identifiable character supported by the scale of development, the pedestrian environment, building uses and architectural heritage.

Most buildings are two to three stories, providing a low-rise and human-scaled pattern of development. The buildings also are consistently built to the property line, which results in a strong edge to the pedestrian environment. This supports a sense of street enclosure that is beneficial to a robust public realm. As mentioned above, the buildings are fine-grained and have multiple building entries. The storefronts have a significant amount of

transparency with large windows, supporting visual connections between the public and private realms.

Streetscape improvements have been made along a number of Downtown streets with new paving treatments, bulbouts, street trees, pedestrian-scaled streetlights and amenities such as benches, signage, kiosks and trash cans. The designs for School Street and Elm Street are particularly distinctive. School Street's design includes special paving for the entire roadway, distinctive yellow colored concrete for the wide sidewalks and mature trees in tree wells between parking spaces. Elm Street between School



Buildings to property line



Streetscape improvements along School Street



Example of a shared-mode roadway



Elm Street is shared equally by pedestrians, bicyclists and vehicles in Downtown Lodi

and Sacramento streets is a “woonerf,” a condition in which the street prioritizes pedestrians and bicyclists over vehicles, and is often designed with additional pedestrian amenities such as special paving, trees and benches. In many cases, a “woonerf” is a flush roadway, as is the case with Elm Street, to further equalize the various transportation modes. The unique and pedestrian-oriented character of School and Elm Streets greatly support an identifiable Downtown environment.

In addition to local landmarks, gateway elements and murals add distinctive elements to the Downtown. The gateway arches at Pine and Sacramento streets

and at School Street and Lodi Avenue are unique elements that celebrate the history of the area. The murals throughout the Downtown have been successful at telling the story of Lodi, as well as mitigating long walls along streets and buildings.



Murals celebrating grape-growing in Lodi



Murals highlighting Lodi's history



Historic Lodi gateway arch over Pine Street



Historic building on Elm Street



Brick and stone are common building materials

Historic Buildings

The historic nature of much of the building stock as well as the architectural style, materials and scale of the historic buildings contribute to the look and feel of Downtown Lodi. Dominant materials of the historic buildings include brick, marble, stone and plaster.

A row of vacant historic buildings along Sacramento Street between Pine and Elm streets provide color, identity and a unique character. Historic buildings also can be found along Main Street in what used to be the Japanese-American neighborhood in Lodi. The opportunity exists to redevelop or rehabilitate these historic facades and buildings to maintain much of the historic character while allowing for new uses.

Other historic buildings along School, Elm and Pine streets have been adaptively reused and converted into salons, restaurants and have a variety of uses at the ground floor. This has resulted in viable commercial spaces in buildings that maintain this historic character and charm of Lodi.



Vacant, historic buildings along Sacramento Street

Mix of Uses

Downtown Lodi has a wide variety of uses that attract different types of users. A diverse set of uses characterizes the Downtown with business hours that support activity throughout the day and destinations that appeal to different demographics.

For the most part, small-scale retail and mom-and-pop stores populate the main stretches of the Downtown. Local serving uses, such as banks and health food stores ensure that Downtown Lodi remains functional for the residents.

Restaurants, cafes and entertainment uses, such as the new movie theater, help activate Downtown in the evenings

and provide destinations for residents and visitors. Civic and institutional uses are also well-represented in Downtown, including City Hall and the Library.

Lodi is also increasingly becoming a tourist destination as its reputation as a wine-producing region grows. A number of businesses within the Downtown are capitalizing on the wine industry and the visitors to the area. Wine-tastings, boutiques and antique stores that cater to tourists have been established along School Street.



Entertainment uses in the Downtown



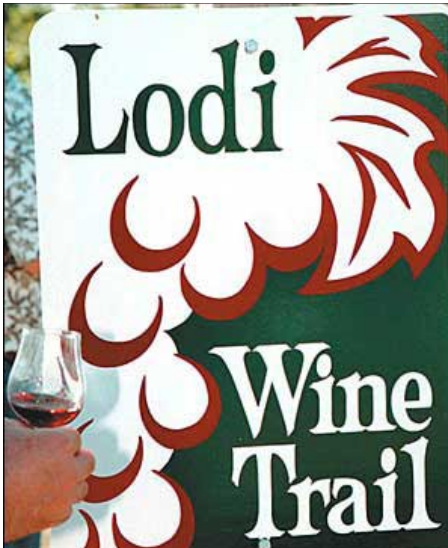
Wine tastings in Downtown Lodi



Outdoor dining



Winery outside Lodi



Signage for the Lodi Wine Trail



Downtown Lodi Business Partnership banners

Special Events

The City of Lodi has been working diligently on attracting new visitors, residents and uses. Lodi's profusion of special events and attractions for visitors are an opportunity to support better and more transit options. The Farmer's Market is a weekly event from mid-June to October and is located on School Street. The market is on Thursday evenings, which attracts people and activity to the Downtown on a less popular night. At the Lodi School Street Wine Stroll, over 25 local wineries set up in participating businesses along School Street. Visitors are encouraged to stroll through Downtown Lodi, do wine tastings and visit the local businesses.

The Lodi Street Faire is a biannual event often attended by over 30,000 people and 700 vendors. It is often the most profitable days for local merchants and brings many new visitors to Lodi. The Lodi Parade of Lights is sponsored by the Downtown Lodi Business Partnership and is a holiday event with floats, marching bands and dance troupes. The event often attracts up to 50,000 people. Additional events such as Oktoberfest and Winterfest serve to boost recognition of the Downtown as a cultural destination and attract visitors to support local businesses.

Active and Invested Stakeholders

A key asset in Lodi is the level of commitment and interest in revitalization of the Downtown from elected officials, Downtown merchants and residents. The Chamber of Commerce and Downtown Lodi Business Partnership are two active organizations committed to ongoing support of local businesses in the community. In addition, longtime residents and property owners are open to new ideas such as more transit options and residential, mixed-use and live-work options in Downtown that can support the vitality of their city.

Stakeholders also recognize that Lodi has many opportunities that can be built upon, such as the Multi-Modal Transit Station and the charm and unique identity of Downtown. In addition, Lodi is able to capitalize on trends such as the reurbanization of downtowns and transit-oriented development to support its successful revitalization.

ISSUES AND OPPORTUNITIES

Downtown Lodi and the project area are also faced with issues and constraints that will need to be overcome or mitigated in order to create a vibrant downtown and transit-oriented development. These issues are simultaneously opportunities that can be addressed and built upon.

Inconsistent Pedestrian Environment

While some Downtown streets are pedestrian-friendly, others within the project area have an inconsistent pedestrian environment (see Figure 2.4). Sacramento Street is lined with vacant buildings and lots, auto repair shops and parking lots. The result is a predominantly undesirable pedestrian environment with a poor sense of street enclosure, an auto-oriented character and a lack of amenities.

In addition, many buildings along Sacramento Street have long stretches of blank walls and boarded-up windows. Main Street also lacks basic pedestrian amenities such as streetlights, sidewalks and gutters. Chain link fences, vacant lots and vacant buildings compromise the pedestrian edge along Main Street.



Figure 2.4 Pedestrian Unfriendly Edges



Vacant lot on Sacramento Street

Vacant and Underutilized Land

The project area has a number of gaps in the building fabric, which is an issue for the quality of the pedestrian environment but also serves as an opportunity for infill development. Significant lots along Sacramento, Elm and Main streets are currently vacant or underutilized. Surface parking lots, such as the City-owned lot on Elm Street, could be more efficiently

used to bring people and activity to the Downtown (see Figure 2.5).

Property within the project area that is currently being used for light industry, such as the seasonal cherry packing warehouses, and auto-oriented businesses, such as auto repair and car sales, are not taking full advantage of the proximity to the Multi-Modal Transit Station. A key



Figure 2.5 Vacant/Underutilized Land And Buildings

tenet of transit-oriented development is to locate the highest intensity uses that would benefit from access to transit closest to the station. While auto-oriented uses are a necessary part of a functioning city, they are not utilizing land within a ¼-mile of the transit center to its fullest and can be viewed as opportunity sites for higher intensity uses.

Many of the buildings along Sacramento and Main streets are currently vacant and represent opportunities for adaptive reuse or façade rehabilitation. In particular, Joe Hassan’s Warehouse and the row of historic buildings along Sacramento Street between Elm and Pine streets are significant opportunities to maintain the

character and identity of the area while allowing for new development. In addition, many of the second floors of the historic building throughout the Downtown are vacant and could be reconfigured as office or residential units.

Many of these sites are opportunities to help transform the east side of the project area with higher intensity uses. Uses that support transit should be encouraged, such as market-rate housing for empty-nesters and young professionals, inclusive housing for seniors and economically disadvantaged populations, neighborhood-serving retail, and live-work units.



Used car dealership near transit center



Vacant lot on Main Street



Opportunities for adaptive reuse along Main Street



Boarded up building east of the tracks

Image and Perception

Some parts of the project area stand in contrast with the charm and quaint character of Downtown Lodi. In particular, the buildings and streets along Sacramento and Main Streets needs some extra repair and maintenance. A number of bars, mini-marts and auto-related services located in the north of the project area contribute to a lack of activity on the streets and in the buildings. The north and south ends of the project area have a more industrial character and appear to be underutilized from a land use perspective. In areas that contrast with more pleasant parts of the project area, there is generally a lesser number of residences and a lack of active building uses. This results in low pedestrian activity and the perception of a need for greater safety.

Through reinvestment and creative context-sensitive design that builds off of the existing edgy and industrial character on the eastside of the project area, the opportunity exists to begin to increase residential units in the project area, generate more activity on the streets, add more people in the neighborhood and shape the public realm into a more walkable, vibrant and livable place.



An SRO on Main Street

Need for Community Amenities In the Center of Downtown

While there are many community amenities adjacent to the project area, there is a need for more in the center of Downtown. There are many City services, such as City Hall, the Police Department, the Fire Department and the Library, are located towards the west of the project. (see Figure 2.6). Emerson Park is a few blocks away from Downtown, and Hutchins Street Square is a significant

community facility that hosts theater troupes, dances, community events and is also a senior center. Hale Park is a full-block park on the east side of the project area, complete with picnic tables, benches and a tot-lot. In addition to these amenities, the opportunity exists to increase open space and community facilities within the project area.



Bulbout plaza on School Street



Hale Park east of the tracks

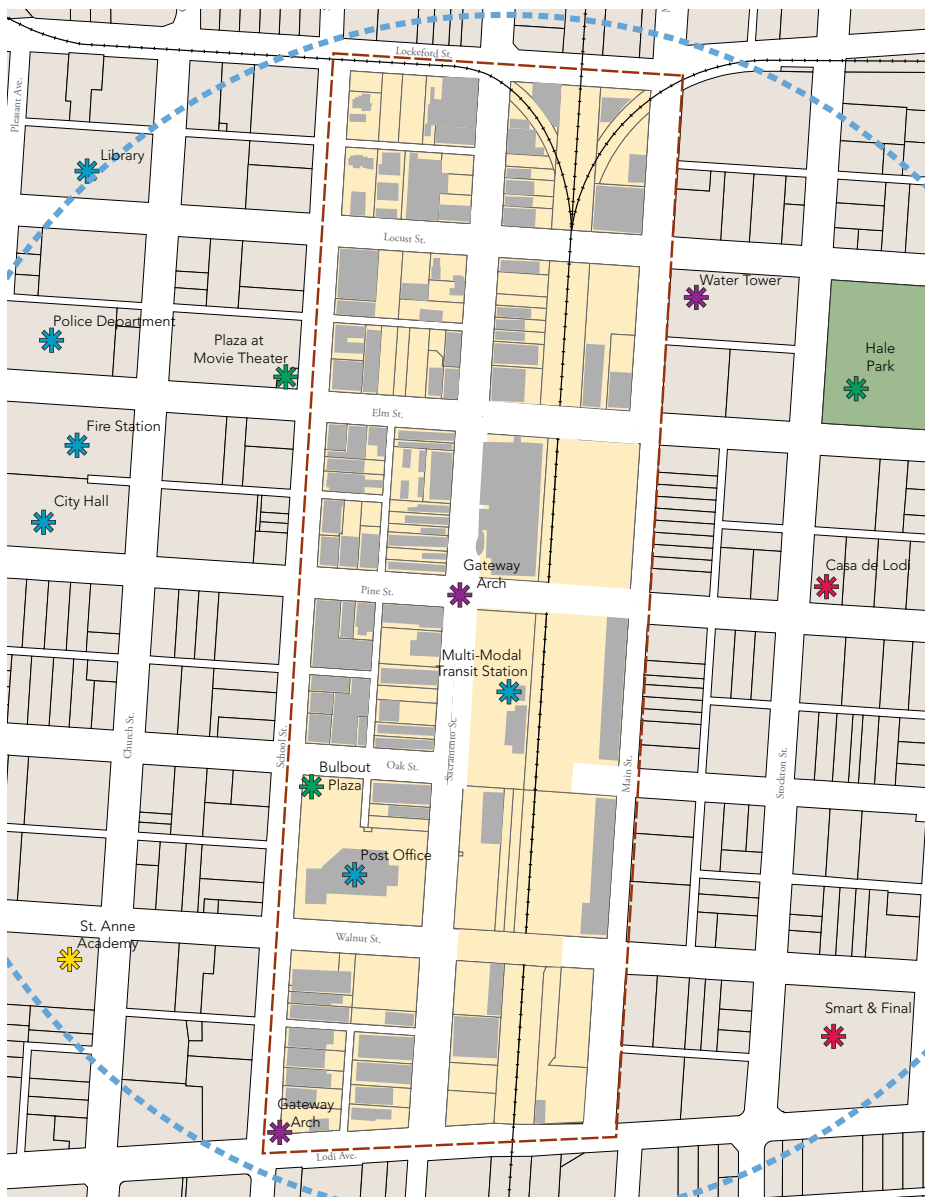


Figure 2.6 Community Amenities

Current Land Use and Zoning

To encourage change to occur in an area, the correct institutional and regulatory frameworks must be in place.

Within the project area land use designations change at the railroad tracks. To the west is the Downtown Commercial land use designation and to the east is primarily Light and Heavy Industrial (see Figure 2.7). The uses on the ground reflect

this bifurcation of the land use designations, such that the commercial uses are focused along School Street and a few of the cross-streets and more industrial and industrial uses are to the east of the project area.

The zoning designations which implement the land use designations further isolate the project area from the com-

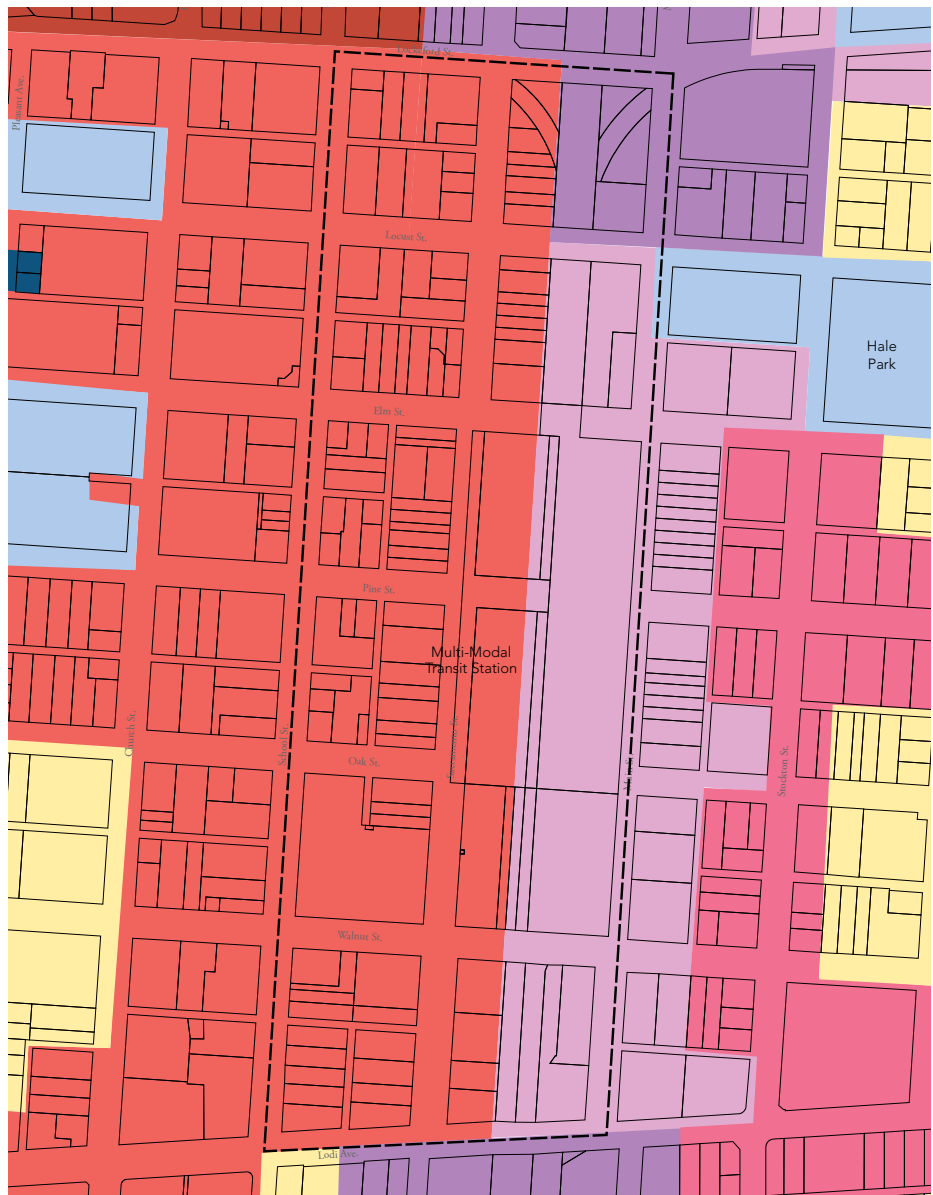


Figure 2.7 General Plan Land Use

mercial-oriented Downtown by zoning the parcels on either side of Sacramento Street as Commercial Light Industrial (C-M) (see Figure 2.8). The parcels on the east side of the tracks are Light Industrial (M-1) and Heavy Industrial (M-2).



Figure 2.8 Zoning

Connectivity to Adjacent Neighborhoods



Blank walls



Lack of sidewalks, curb and gutter along Main Street

While the grid street pattern is an asset for vehicles and pedestrian within Downtown Lodi, the Downtown itself is disconnected from adjacent neighborhoods by the railroad tracks. The tracks are a visual and physical divide between the Downtown and the neighborhoods to the east. Lots along the east-west oriented streets that cross the tracks remain undeveloped since much of the land is in Union Pacific ownership and also due to regulations regarding how close development can be built to the tracks. The result is a stark pedestrian environment along the cross-streets and a visual disruption in the building fabric, contributing to a visual divide between the east and the west sides of the tracks.

The trains that run along the tracks also present a physical barrier as they periodically block vehicular and pedestrian access. Walnut and Oak streets do not connect across the tracks but dead-end on either side further disrupting the physical connectivity. However, it should be noted that Lodi does have far better connectivity across its railroad tracks than many other cities where cross streets have been interrupted for blocks to minimize conflict points between vehicles, pedestrians and trains.



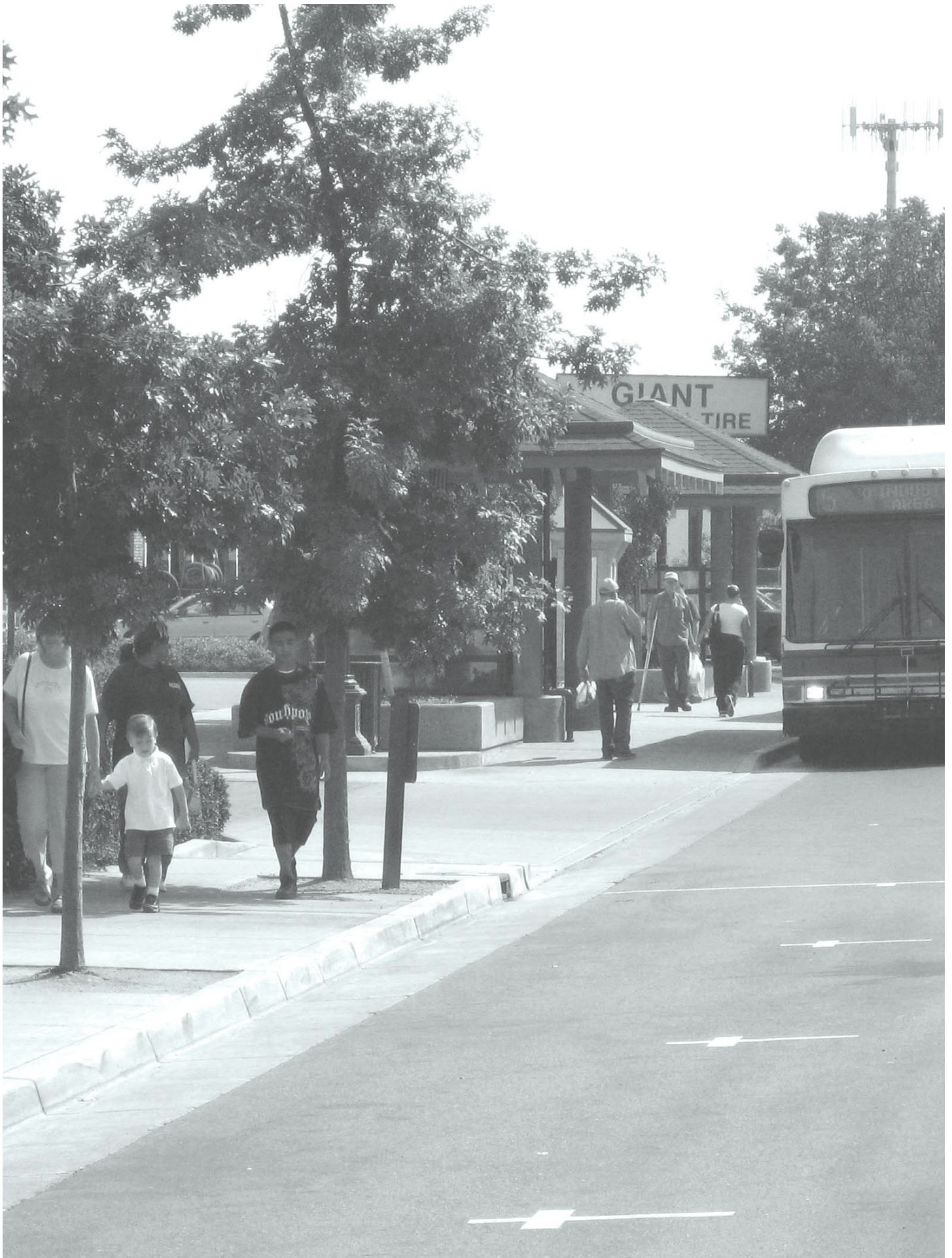
Railroad tracks bisect the project area

3

strategy for

lodi tod





STRATEGY FOR LODI TOD

3

in this chapter:

Design Principles

Strategy Diagram

Land Use
Recommendations

Design Guidelines

Development Opportunity
Sites

THE STRATEGY FOR TRANSIT-ORIENTED DEVELOPMENT IN LODI begins with the design principles that resulted from the community workshop and steering committee meetings. The strategy adds specificity and direction to the vision; as such, it is composed of the strategy diagram and specific recommendations for development standards, land use recommendations, design guidelines, and potential designs for development opportunity sites.

The strategy for transit-oriented development is meant to **guide and streamline the implementation of new infill transit-oriented developments** while ensuring a high-quality product that supports the broader goals of the City.

DESIGN PRINCIPLES

On November 13, 2007, approximately 30 community members convened for an interactive community visioning workshop. Participants identified assets, issues and opportunities in Downtown Lodi, discussed the community vision for the Downtown and transit-oriented development, and brainstormed preliminary design strategies to achieve the community vision. This vision is presented on page ii.

The list of design principles below were identified by the community during the planning process. These principles will provide specific direction for future development and work towards achieving the community's vision. As the plan is developed, the community goals will also provide a mechanism to evaluate alternatives and trade-offs.



Create a Vibrant Pedestrian Environment that is Attractive and Safe

Community members suggest improving the safety and pedestrian environment of the streets in the project area, particularly Sacramento, Elm and Pine streets.



Leverage the Historic Architecture and Traditional Charm

The Lodi community values the historic architecture and old-town appeal of Downtown Lodi and suggest that future improvements should build on Downtown's historic character and unique identity.



Incentivize Development and Break Through Development Barriers

Aware of economic realities, community members want the City and its public and private partners to pursue creative funding and marketing strategies for infill development and redevelopment Downtown.



Cultivate a Mix of Uses and Activities Downtown

Community members desire a variety of housing opportunities and encourage a diverse mix of land uses and activities to sustain a vibrant Downtown economy.



Create Great Open Spaces

Residents support the creation of additional parks and plaza spaces for recreation, entertainment and relaxation Downtown.



Provide Multi-Modal Connections and Adequate Parking Access

Lodi residents support transit-oriented developments Downtown that integrate into all modes of transportation – auto, bus, rail, bike and pedestrian – and encourage new development that will increase transit activity while also accommodating the needs of drivers.

STRATEGY DIAGRAM

The strategy diagram is composed of recommended improvements to both the public and private realms. The diagram is the visual blueprint and “roadmap” for future growth and development in Downtown Lodi.

Public realm improvements fall into three categories: streetscape improvements, pedestrian linkages and intersection improvements.

Streetscape improvements along Sacramento and Main streets have been identified by community members and are identified on the strategy diagram. In addition, streetscape improvements across the tracks at Pine, Elm and Locust streets are recommended to better connect Downtown with the neighborhoods east of the project area.

Better pedestrian linkages across the tracks and between the neighborhoods around Downtown are also called out in the strategy diagram. These include the residential neighborhoods to the east and west as well as the commercial corridor along Lodi Avenue, the neighborhoods south of Lodi Avenue, and the more industrial area north of Lockford Street. Intersection improvements are crucial to a safe and well-connected area. In particular, the intersections from Locust to Walnut streets along Sacramento and Main streets should be improved. Intersections of the railroad tracks and the east-west streets of Locust, Elm and Pine streets should be given special attention to support safe pedestrian, bicycle and vehicular crossings. Improvements to the intersections with the railroad tracks also serve to better connect the east and west sides of the tracks.

Private realm improvements focus on vacant and underutilized parcels, opportunities for adaptive reuse and catalytic opportunity sites.

The vacant and underutilized parcels have been identified in pink as being the strongest candidates for infill development. They include parking lots, auto-oriented uses, vacant lots and parcels with vacant buildings of no historic significance.

The adaptive reuse opportunities and the historically significant buildings are designated in blue and crosshatch. Such buildings should be targeted for rehabilitation, renovation or at the very least façade restoration. They are of value to the community and add character and identity to the Downtown area.

The four opportunity sites that were chosen for further design study are identified in yellow. The sites designs, detailed in the development opportunity section, show prototypical projects that are representative of the types of development that could occur throughout the Downtown. Streetscape improvements have been identified on Sacramento and Main Street to support new development. Downtown alleys have also been identified as an important urban design asset to be built incorporated and built upon in new developments.

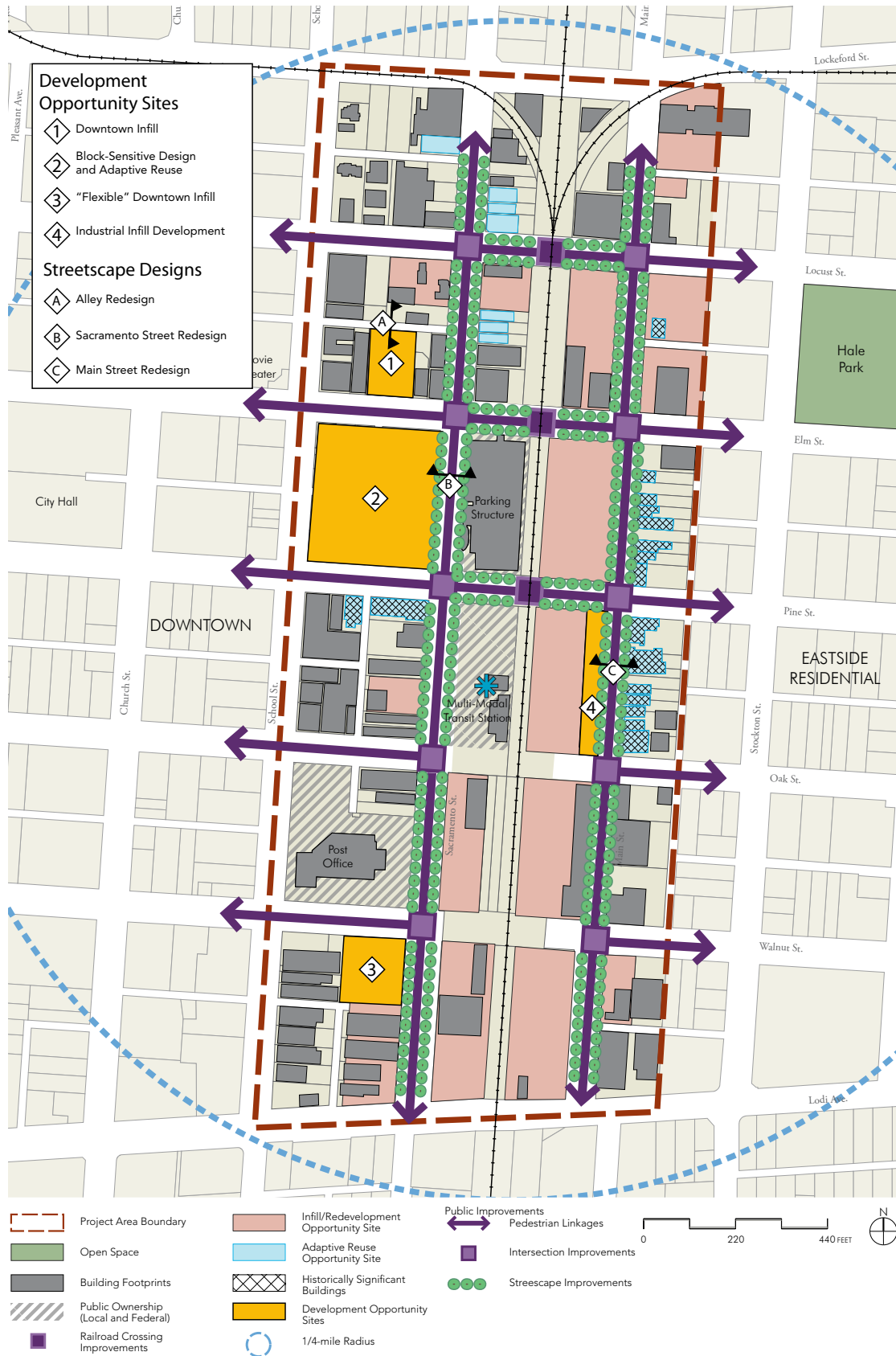


Figure 4.1 Strategy Diagram

LAND USE RECOMMENDATIONS

As a part of the City's General Plan Update process, changes to the land use and zoning designations for the project area should be made.

As noted in Chapter 2, the existing land use and zoning designations within the project area do not support the goals of capitalizing on transit and revitalizing the Downtown. The parcels within the project area, the 1/4-mile radius from the transit center, should be rezoned to allow for a range of transit-oriented product types and uses. In addition, the parcels within the 1/8-mile radius from the transit center should be zoned to require an even greater level of development intensity to maximize their proximity to transit option.

This plan recommends commercial ground floor uses within an 1/8 of a mile of the Multimodal Transit Station and Parking Structure. Given market demand and existing conditions, residential ground floor uses should be allowed outside of an 1/8 of a mile of the Multimodal Transit Center and Parking Structure.

Zoning standards for the two zoning designations should maintain the current height limit of 65 feet for the Downtown. For the parcels within the 1/8-mile radius of the transit center, four stories are encouraged. For parcels between the 1/8- and 1/4-mile radii, three stories are encouraged.

New infill developments should be built to the building edge of adjacent buildings to maintain the character of Downtown and to create a strong edge to the public realm.

Residential parking standards should be lowered to one space per unit or removed to support new development and respond to the increase in residents using transit as a result of their proximity to the transit center. On-street parking spaces and shared parking facilities should be explored as ways to reduce the parking requirements for office and retail uses.



Low to medium-intensity mixed-use development



Higher-intensity mixed-use development



Ground floor retail



Live-work units



Neighborhood grocery store

Mixed-use development with ground floor retail and upper floors of residential is a hallmark of transit-oriented development and, in Lodi, could help revitalize the Downtown and attract further transit options. Live-work units that combine office, light industrial and residential could also bring jobs and residents to the Downtown. A small, local-serving grocery would be a strong asset for attracting new Downtown residents and reducing their carbon footprint.



Figure 4.2 Proposed TOD Zoning Overlay

DESIGN GUIDELINES

The following are design guidelines that provide further direction for private and public realm improvements.

They include specific guidelines for building height and massing, ground floor and upper floor design features, architectural style, parking and green design. They also address overall streetscape design, and provide guidelines for the alleys, Sacramento Street and Main Street.

A. Building Height and Placement

New development should increase residential density to achieve higher levels of transit ridership and a vibrant, active Downtown. Good building placement is defined by creating continuity between existing and new development and creating a flush or nearly flush building edge.

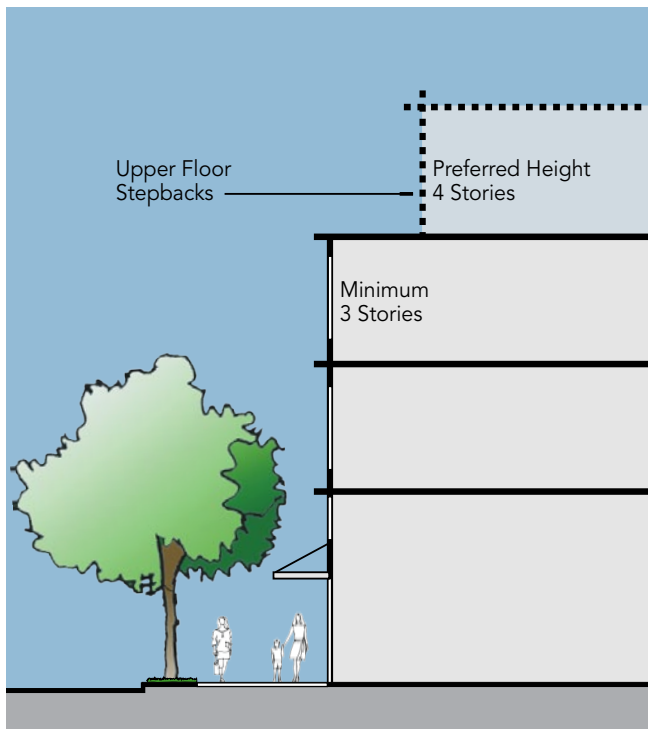
A1. New buildings should be a minimum of three stories and encouraged to be four stories within 1/8-mile of the Multi-Modal Transit Station.

A2. New buildings should respect the narrow widths of existing development in Downtown (about 40 feet wide). New construction of buildings on lots wider than 40 feet should utilize architectural design elements that underscore the fine-grain character of Downtown through the following techniques:

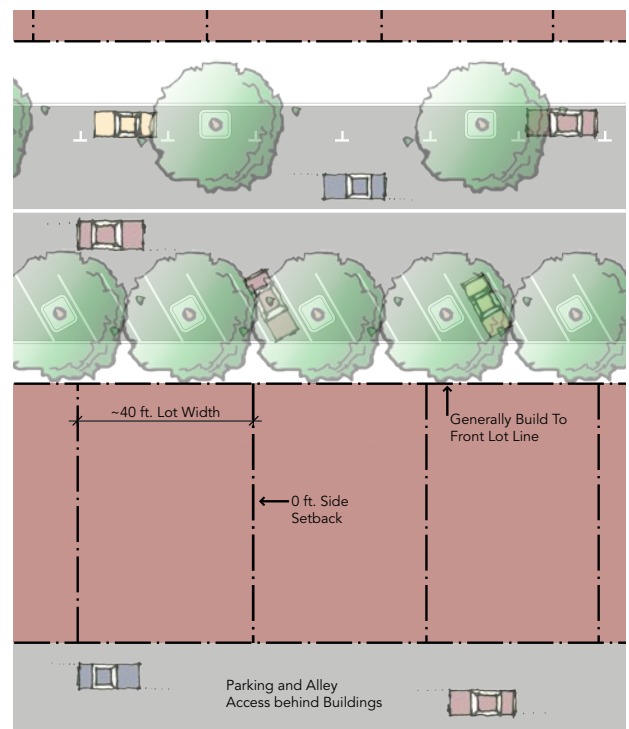
- Incorporate vertical and horizontal architectural elements to mitigate long unbroken building facades,
- Break up large expanses of wall surface by varying building planes and grouping windows.

A3. New buildings should have a zero front setback unless adjacent buildings have ground floor setbacks. If a front setback is created, the area should be designed with active or attractive uses (outdoor seating, display of goods, plantings).

A4. Allow zero side setbacks between new development and existing development in order to provide a continuous building edge that improves the pedestrian realm.



A1, B3 Minimum height and upper story stepbacks for new buildings



A2, A3, A4 Build-to line and zero side setbacks

B. Upper Floor Design Features

Upper story design features should help create a safer and more interesting street environment by adding building elements (such as generous windows and balconies) that enhance the appearance of taller buildings and offer residents a connection to the public realm.

B1. Provide balconies or faux balconies off of upper floor residential units along streets, alleys and open spaces to provide “eyes on the street”, facade articulation along blank walls, and potential useable space for residents. Discourage residents from placing unsightly storage on balconies.

B2. Allow residential balconies to protrude four to six feet from the building edge into the sidewalk realm.

B3. Encourage stepbacks on upper floors to mitigate the height of new buildings and allow more sunlight to reach pedestrians on the sidewalk.

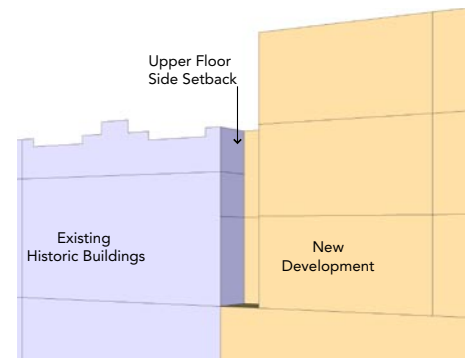
B4. Encourage the adaptive reuse of upper floors of existing buildings in Downtown.

B5. Provide upper story side stepbacks in new development when built adjacent to historic buildings of lower height to respect the scale and distinctive architectural features.

B6. Encourage buildings, especially individual residential units, to have access to sun and air and to provide adequate light and ventilation through windows, balconies, and/or a courtyard configuration.



B4 Successful adaptive reuse of upper floors



B5 Side stepbacks on upper floors in new buildings adjacent to historic buildings of lower height



B1 Balconies and building entries along alleys

C. Ground Floor Design Features

Ground floor design should contribute to an attractive pedestrian experience through transparent and engaging building design details that reflect the historic character of the area's ground floor design features.



C1 Distinctive articulation and colors

C1. Encourage distinction in new buildings by varying roof heights, setbacks, building articulation, landscaping treatment, etc to provide a richer pedestrian experience.

C4. Ensure that the ground floor is as transparent as possible to connect the pedestrians and the building users and uses.

C2. Orient buildings such that the primary active facades and key pedestrian entrances of the buildings face the street.

C5. Require all ground floor commercial uses to have non-reflective glass windows fronting onto sidewalks. When windows face southwest and west, frame them with protruding vertical and horizontal shading elements such as lintels, sills and awnings to provide adequate protection from glare.

C3. Encourage corner buildings to actively face onto both streets with pedestrian-friendly entries. Encourage creative corner treatments such as rounded or cut corners, corner roof features and distinctive shop windows.



C4, C5 A high level of transparency along the ground floor with awnings to shade the windows



C1, C2, C3 Distinctive building articulation and primary active facades along streets

C6. Allow privacy for ground floor residential and office uses by elevating the first floor two feet above grade and allowing windows to be two to three feet above floor level.

C7. Encourage the use of awnings on buildings to provide shade and comfort to pedestrians.

- Where possible, make awning height match awning heights of adjacent buildings.

C8. Where possible, locate pedestrian-oriented entries to upper floor residential units along the street-facing façade to encourage interaction and activation on the ground floor.

C9. Prohibit blank walls along sidewalks.

C10. Mitigate blank walls with murals, faux façade elements or other elements that provide interest to the pedestrian experience.



C8 Pedestrian-oriented entries along street-facing façade



C9, C10 Prohibit blank walls and mitigate with murals



C6 Elevated 1st floor provides privacy for users



C7 Match awning heights of adjacent buildings

D. Architectural Style and Context-Sensitive Design

Downtown Lodi has a strong sense of character and a traditional small town quality that the local community embraces as an asset. New developments and building retrofits should respect this existing character and design in an architectural context that complements adjacent structures of significance.



D2, D7 Brick and marble facade on a historic building should be rehabilitated.

D1. New buildings should be consistent with adjacent building facades. Front setbacks should only be allowed for outdoor dining and entrances. It is important to maintain a strong building edge in Downtown.

D2. Encourage the use of materials that are already prevalent in Downtown, such as brick, stone and marble. However, new building materials and details that complement the overall traditional character of Downtown are encouraged.

D4. Provide continuity between existing and new development by approximately matching floor heights, continuing patterns of windows and entries, and incorporating similar building elements, such as awnings.

D5. Utilize building elements such as cornices, lintels, sills, balconies, awnings and porches to enhance building facades. Strengthen visual linkages to adjacent building facades by extending existing corner or floor lines, repeating proportions of windows or roof features.

D6. Reflect the fine-grained building fabric of the existing Downtown by utilizing ground floor elements, such as windows and entries, that visually subdivide the facade with a more varied pattern.

D7. Prohibit the painting over of marble and other original building materials, and encourage maintaining them as a part of facade rehabilitation.



D4 Encourage continuity in materials, building articulation and height in the Downtown

D8. Utilize programs and construction methods to address train vibrations and noise, such as establishing a quiet zone, constructing sound walls, and building to higher construction standards.

Live-Work Units

D9. Orient the flexible space component of the unit towards the public realm of streets to optimize business viability.

D10. Design the front façade to reflect the simple yet distinctive character of industrial buildings in the area.

D11. Articulate the front facades with big double-height windows, awnings, saw-toothed roofs, etc.

D12. Encourage the use of roll-up doors along streets to support the interactive qualities of the live-work units and the viability of the businesses.



D9 Live-work units in Emeryville



D10 Simple and functional, yet edgy front facades



D11, D12 Live-work units with roll-up doors and double-height windows

E. Green Design

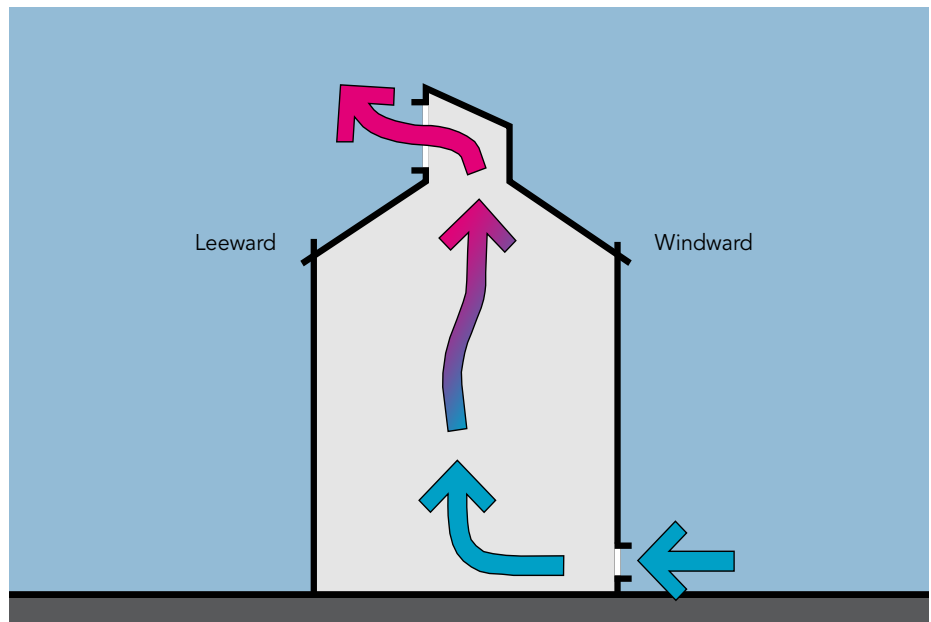
With increasing energy costs and natural resource demands, ecologically-sustainable design is an increasingly important responsibility for planning and design. TOD is a large-scale approach to addressing environmental concerns that integrates transportation and land use decisions, reduces vehicle trips, and concentrates development in already urbanized areas. Green building design is a more site- and building-specific approach to addressing water and energy conservation. Refer to the US Green Building Council's LEED Standards for more specific green building strategies.



E1, E3, E4, E5, E6, E7 Ecologically-sensitive building design and materials

- E1.** Encourage the use of building materials and colors that minimize heat absorption and maximize heat reflection to reduce the urban heat island effect.
- E2.** For buildings with southfacing sides, explore using vegetation along walls as it is the most effective way of minimizing heat gain.
- E3.** Provide awnings, canopies and deep-set windows on south-facing windows and entries to minimize heat gain.
- E4.** Explore using exterior shades and shade screens on east, west and south-facing windows as alternate methods for blocking sunlight.

- E5.** Encourage using horizontal overhangs, awnings or shade shelters above south windows to block summer sun but allow winter sun. Encourage overhang width to equal half the window height to shade the window completely from early May to mid-August yet allow for winter sun.
- E6.** For buildings with exposed east and west sides, provide vertical shading.
- E7.** Maximize natural cooling by installing high vents or open windows on the leeward side of the building to let the hottest air, near the ceiling, escape. In addition, create low open vents or windows on the windward side that accepts cooler air to replace the hotter air.



E7 Maximize natural cooling with high and low vents

E8. Encourage the use of solar panels on the roofs new development.

E9. Encourage roof articulation that maximizes the effectiveness of catching the sun with solar panels.

E10. Explore establishing a hierarchy for stormwater run-off managements, beginning at the building, then the lot, open spaces and the roadway. Maximize run-off management at each of these levels to minimize run-off into the existing stormwater system.

E11. Encourage the use of intensive and extensive green roofs and water collection devices, such as cisterns and rain barrels, to capture rainwater from the building for reuse.

E12. Explore ways to minimize on-site impermeable surfaces, such as concrete, asphalt and hardscaping.

E13. Encourage the use of permeable pavers, porous concrete, porous asphalt, reinforced grass pavement (turf-crete), cobblestone block pavement, etc to detain and infiltrate run-off on-site.

E14. Explore configuring buildings in such a way as to create internal courtyards to trap cool air while still encouraging interaction with streets.

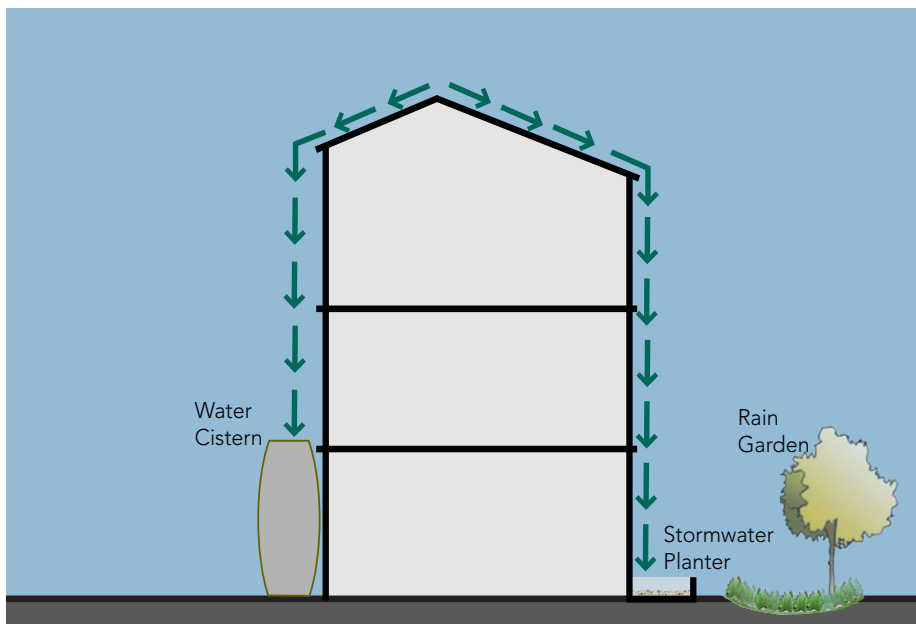
E15. Encourage the planting of deciduous trees on the south side of buildings to shade the south face and roof during the summer while allowing sunlight to penetrate buildings in the winter.



E11 Green roofs help stabilize building temperatures and reduce stormwater runoff



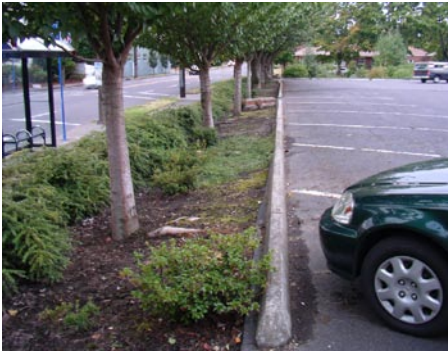
E13 Permeable pavers absorb runoff and provide alternate paving materials that can add identity to a streetscape



E11 A variety of methods for managing stormwater runoff on-site

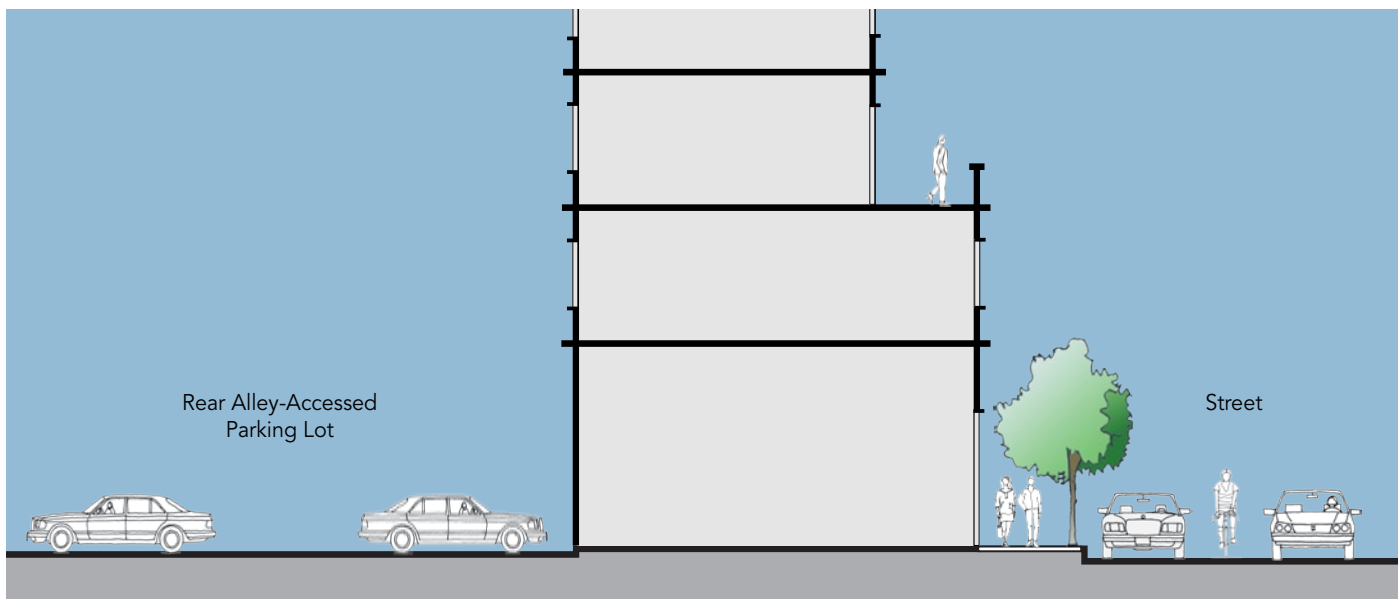
F. Parking

The primary goal of TOD is to reduce auto dependency through offering attractive alternatives to driving. Consequently, transit-oriented developments are expected to have less auto-related infrastructure. Transit-oriented developments should have an appropriate amount of parking - not too high so as to discourage higher density projects yet sufficient enough to accommodate realistic driving needs. Parking entrances, garages and lots should be visually minimized and located to the rear of buildings so as to take into consideration a pedestrian-oriented streetscape.



F6 Swale in parking lots to attenuate run-off

- F1.** Reduce residential parking requirements to one space per residential unit.
- F2.** Ensure parking is located on the interior of the block behind new development.
- F3.** Encourage the use of shared parking facilities to optimize use of parking lots.
- F4.** Provide access to residential units, commercial loading areas and parking off of existing or new alleys.
- F5.** Explore the possibility for a portion of the parking requirements of individual projects to be satisfied by on-street parking.
- F6.** Explore ways to reduce run-off from existing and planned parking lots with options such as permeable paving and swales.
- F7.** Explore utilizing part of the parking structure to offset parking requirements.



F1 Parking lots located behind new development in the interior of the blocks

G. Streetscape Design

TOD needs a pedestrian- and biking-oriented streetscape to provide an attractive alternative to driving. People are generally willing to walk ¼ to a ½ mile to a transit station. A safe and pleasant route will encourage more people to walk or bike to the station.

Overarching Guidelines

G1. Ensure continuous ADA accessible five foot wide pathways along all streets.

G2. Provide clearly marked minimum 10 foot wide crosswalks at all controlled intersections and at intersections of key streets. Ensure all sidewalks have ramps for ADA access.

G3. Provide pedestrian-oriented streetscape amenities, including lighting, seating, trash cans and public art, at key nodes and bulbouts.

G6. Provide bicycle racks and/or lockers at the transit center, and explore opportunities for artistic design of bicycle racks.

G7. Explore using special paving material for crosswalks to heighten visibility and lend identity to the area.

G8. Provide a railroad crossing treatment across the entire right of way that is flush with the tracks and articulates the pedestrian zone through the use of material and color. Coordinate signage and traffic lights to make crossing safe and navigable.

G9. Ensure that sufficient lighting is on the streets.

Alleys

G10. Ensure alleys are a minimum of 20 feet wide to allow for emergency access and possible landscaping opportunities.

G11. Minimize alley and service access driveway curb cuts along streets.

G12. Discourage the loading of commercial space off of existing streets. If loading from streets is unavoidable, restrict hours of loading to late evening and early morning.

G13. Where possible, create new mid-block alleys to access new development.

G14. Allow setbacks on new development along alleys to provide space for narrow trees and landscaping opportunities.

G15. Discourage the placement of dumpsters and trash receptacles in alleys.

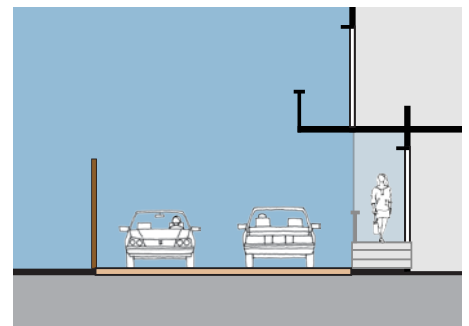
G16. Enforce code violations for dumping in alleys.



G6 Artistic design of bicycle racks

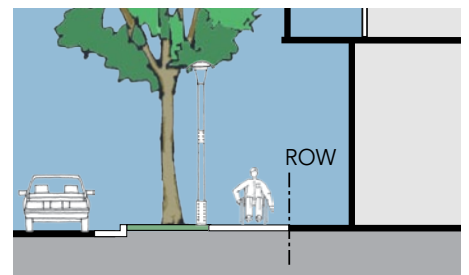


G7 Example of special paving crosswalk design in Sacramento



Min. 20'
Two-Way Alley

G8 Minimum 20' alleys



5'
Clear Sidewalk

G1 Five feet wide ADA pathways on sidewalks

G. Streetscape Design (cont.)



G14 Flush alley in Pasadena

G17. Allow alleys to remain flush, shared-mode surfaces for use by pedestrians, automobiles and bicycles.

G18. Encourage the use of distinctive paving patterns and special paving materials, including stamped concrete, colored concrete, permeable pavers, etc., in alleys to add uniqueness and character.

G19. Install sufficient lighting in alleys to promote safety and cleanliness.

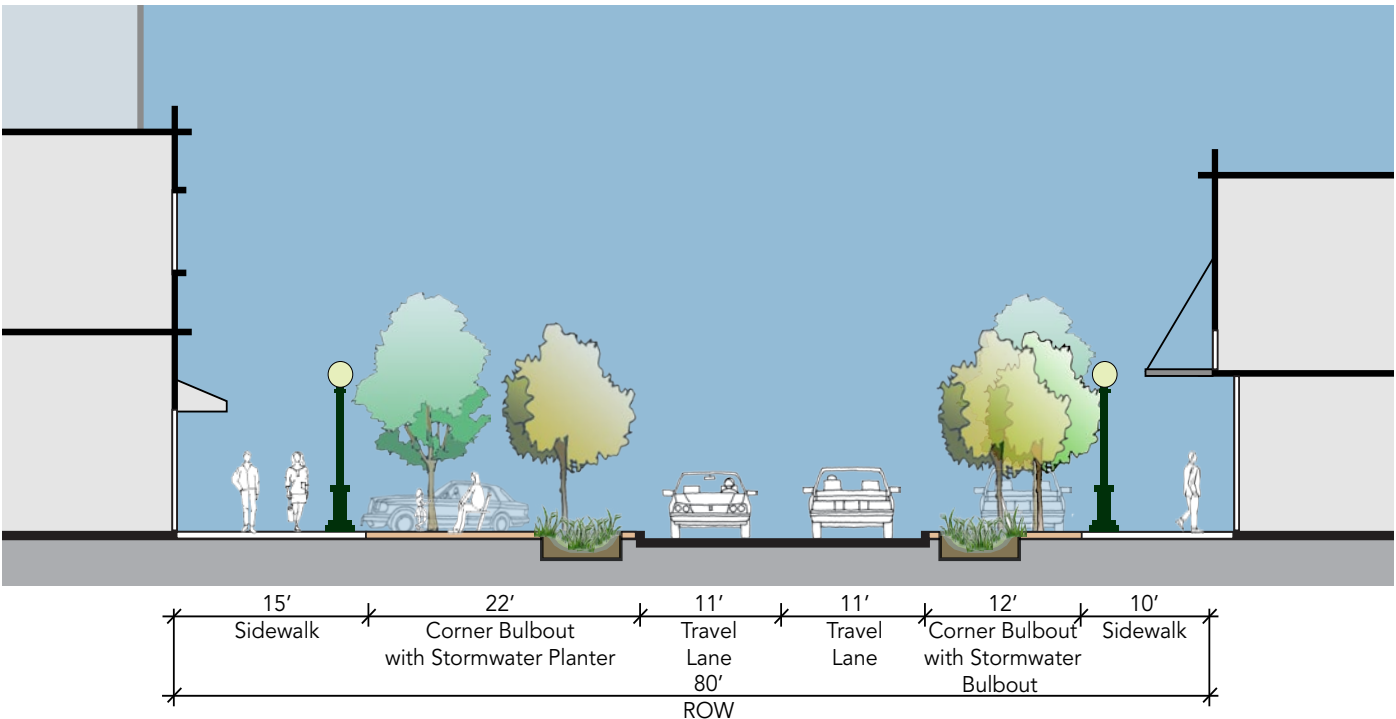
Sacramento Street

G20. Create small plazas at intersection corners with bulbouts, or extensions of the sidewalk into parking spaces closest to the intersection.

G21. Maintain the existing configuration of Sacramento Street, except at intersections.

G22. At intersections, reduce lane widths to 11 ft. in each direction and extend bulbouts to minimize crossing distance and increase pedestrian visibility.

G23. Add landscaping planters and new trees at corner plazas to reduce impermeable surfaces.



G16, G18, G19 Proposed section of Sacramento Street at corner intersection

G24. Encourage the use of stormwater planters at the corner intersections and along Sacramento Street to help manage stormwater runoff. Ensure that tree branches at intersections have a vertical clearance of 12 feet for safe sight lines between automobile drivers and pedestrians.

G25. Incorporate special paving, benches and other amenities at corner plazas to enrich the pedestrian experience.

Main Street

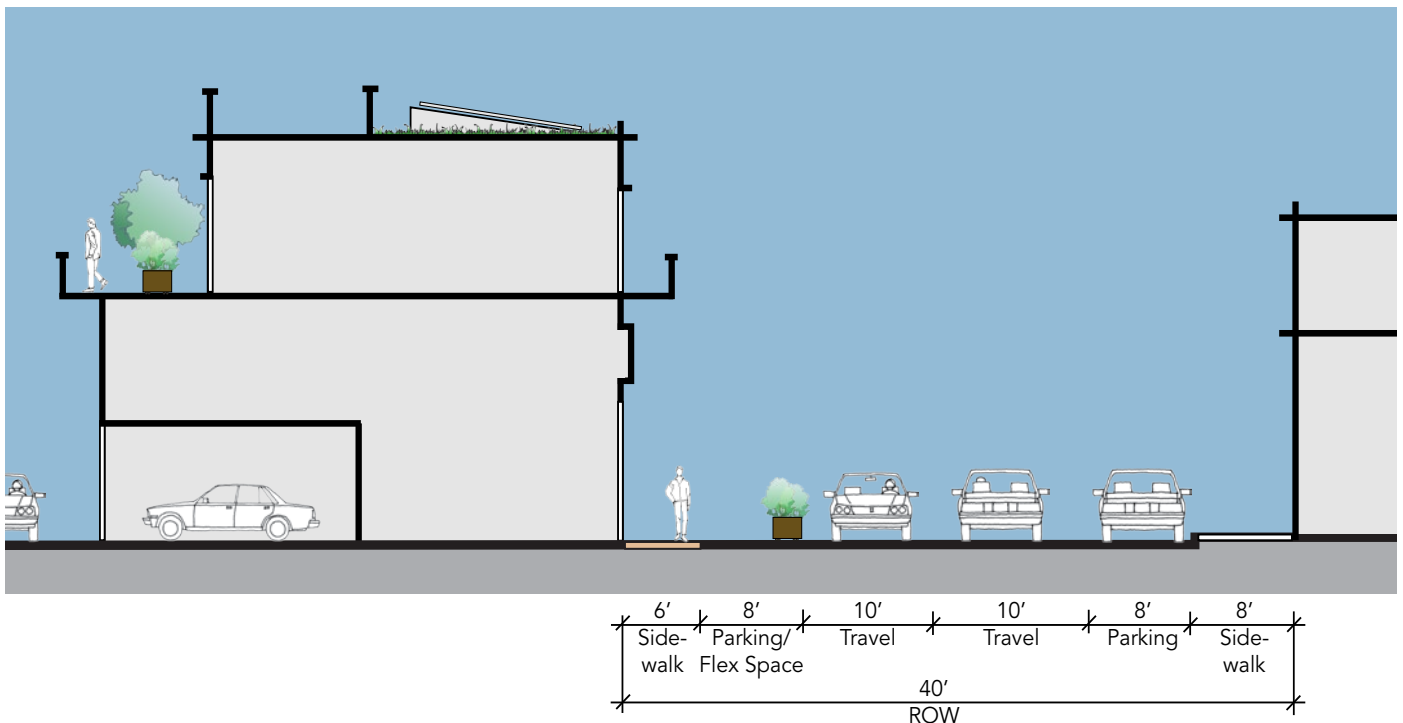
G26. Maintain the existing street cross-section with a sidewalk on the east side and a flush environment on the west side.

G27. Provide parking on both sides of the street.

G28. Allow the parking spaces on the west side to operate as “flex space”, in which adjacent uses are allowed to encroach into them for use such as a market.



G20 Use stormwater planters at corner intersections along Sacramento Street



G22, G23, G24 Proposed section of Main Street

DEVELOPMENT OPPORTUNITY SITES

The following section describes four site designs for various development opportunity sites throughout the project area. These site designs are meant to illustrate how the preceding design guidelines could be applied to specific locations and contexts.

Many development opportunity sites in the project area exist to which these site design approaches can be applied. These site designs demonstrate a high quality yet feasible approach to various design conditions in the project area. While each site is different, all the sites seek to increase housing opportunities close to the multi-modal transit station and Downtown services.

For each of four different opportunity sites in Downtown Lodi, the development scenarios were designed to be sensitive to the context of the historic downtown yet support transit-oriented and sustainable development. In each case, new housing is assumed to be a significant part of the new development, but each site and scenario also includes other uses, such as ground floor retail and alternative commercial space (such as live/work lofts).

The four sites were chosen to represent a cross-section of property types, development scenarios and circumstances. The first of the four development opportunity sites is a currently vacant parking lot owned by the City. The site is located mid-block between built-out parcels, and is accessed from the rear by a mid-block alley. The second of the sites is an entire block in the project area that was chosen because of its variety of existing uses and buildings. A design for an entire block facilitated understanding how new development could respect the existing fabric and character of Downtown Lodi. The third site is a corner parking lot in the south of the project area. It was chosen because the owner is interested in developing the site, and to explore site design and uses that would be appropriate away from the commercial core of Downtown Lodi. The fourth was chosen because of its location on the east side of the project area, which has a unique character and could support alternative uses and development.

Using data provided by local developers as well as published construction cost estimates and market data, the feasibility of each development scenario was assessed by comparing the estimated costs of each type of development (excluding land costs) to the estimated values of that development.

In cases where the values exceed the costs, a “residual land value” has been calculated, which estimates the amount that a developer could pay to acquire and prepare the site for the new construction. Whether the sites could actually be acquired for those estimated prices is uncertain, and will depend on the considerations of the current property owner.

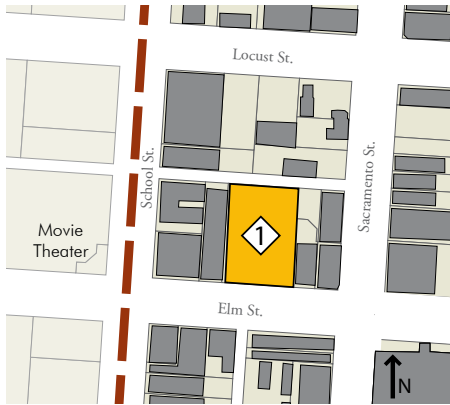
In general, the findings indicate that the most feasible developments are those that minimize parking, utilize lower-cost surface parking rather than higher-cost structured parking, and offer residential units for-sale rather than for-rent.



Figure 4.3 Development Opportunity Sites

Site 1: Downtown Infill on Elm Street

Design Goal: *The design of Site 1 demonstrates infill development on a built-out Downtown block. It represents a design on a City-owned parcel, whose dimensions are typical of the small-scale, parcel sizes and depths of many Downtown lots.*



Location Map for Site 1

Site Description

Site 1 is located on the north side of Elm Street between School and Sacramento Streets. The lot is 120 feet by 170 feet (20,400 square feet or 0.5 acres.) The site is owned by the City and currently used as a public parking lot located between two small-scale commercial buildings. A rear alley runs behind the parcel and is currently underutilized as an access and service route. The site's location in the heart of Downtown Lodi and in close proximity to the Multi-Modal Transit Station presents an opportunity to increase services and residential intensity. Elm Street runs along the south side of the site, and its innovative design as a pedestrian-oriented street suggests the design of a highly engaging building facade for any new development.

Design Approach

- Locate service and residential parking access from alley.
- Design a building façade that integrates with adjacent buildings.
- Increase residential density in the project area.
- Create an engaging pedestrian-oriented building façade.
- Mitigate building height with architectural elements, such as stepbacks and other features that visually connect with adjacent buildings.



Rooftop garden



Photosimulation of Site 1 - Before

Development Program

The development program for Site 1 is mixed-use commercial and residential development. Three designs (titled Options 1A, 1B and 1C) were developed for Site 1 based on various parking solutions (structured, surface and a combination of the two).

In all three options, the proposed development scenario assumes commercial activity is accessed by pedestrians walking around Downtown and customer parking is assumed to be supplied by existing on-street.

The program of the building fronting Elm is mixed-use residential over ground-floor commercial. This building remains identical in all three site design options.

The diagram below is a photo simulation of this new mixed use building as seen from Elm Street. It is one large building designed to look like three smaller buildings to fit into the fine-grain context and traditional character of Downtown Lodi.

A common element in the Site 1 design options is the prevalence of rooftop gardens and generous balconies. These features break up and articulate the massing of a building to make it more dynamic and interesting. Rooftop gardens are also a terrific way to offer residents an intimate “backyard” in the city and easy connection to the natural elements.

Feasibility Analysis

The three site designs created for Site 1 not only illustrate a range of design approaches that differ in the ratio of residential density to surface parking but also show different development feasibility levels for each design scenario.

Option A shows a design approach that maximizes residential density and square footage (32 residential units; 30,950 square feet of total residential space) by building residences over a parking podium. However, given the higher cost of podium parking (\$16,000 per parking space) compared to surface parking (\$3,000 per parking space), Option A resulted in a negative residual land value for both for-rent (-\$2,484,510) and for-sale scenarios (-\$698,097).



Photosimulation of Site 1 - After

Feasibility Analysis (cont.)

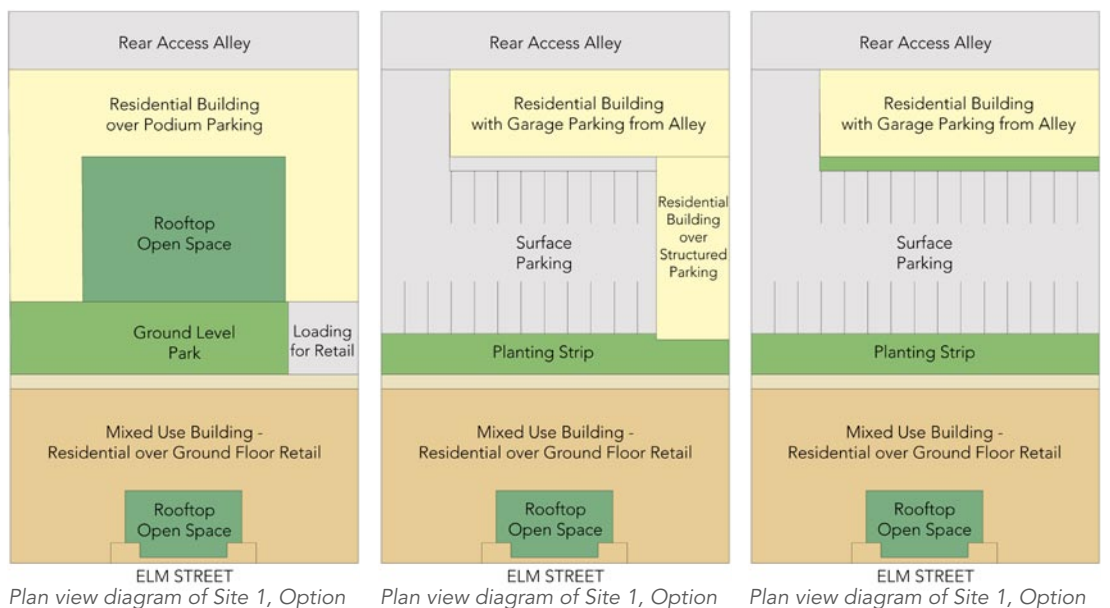
Option B strikes a moderate compromise between residential density and square footage (30 residential units; 32,910 square feet of total residential space) and a combination of surface and structured parking. By relying more heavily on surface parking, Option B has much lower total development costs than Option A however, is still unable to break even between development costs versus development value. The residual land value for both for-rent (-\$1,782,346) and for-sale (-\$55,264) scenarios are negative.

Option C locates all the required parking on surface parking spaces and has the least amount of residential units and square footage (26 residential units; 29,510 square feet of total residential space) compared to Options A and B. As a result, this design scenario has the lowest development costs compared to the other design options. While the for-rent scenario in Option C results in a negative residual land value (-\$1,420,565), the for-sale scenario results in a positive residual land value of \$68,957.

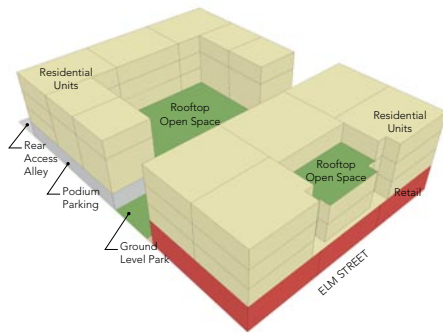
This design exercise demonstrates that 1) for-sale residential units contribute greatly to a development’s feasibility and 2) surface parking is far more feasible than structured parking. However, several public funding sources are currently available to municipalities precisely to bridge the funding gap and increase residential densities higher than market realities would allow.

	Site 1A		Site 1B		Site 1C	
	For-Rent	For-Sale	For-Rent	For-Sale	For-Rent	For-Sale
Housing Units	32	32	30	3-	26	26
Retail SF	6,456	6,456	6,456	6,456	6,456	6,456
Parking						
Surface Parking	0	0	27	27	27	27
Structured	36	36	6	6	0	0
Street	0	0	0	0	0	0
Total Development Costs	\$7,974,104	\$9,319,360	\$7,780,820	\$9,137,127	\$7,009,556	\$8,213,906
Total Development Value*	\$5,489,594	\$8,621,263	\$5,998,474	\$9,081,863	\$5,578,991	\$8,282,863
Residual Land Value	-\$2,484,510	-\$698,097	-\$1,782,346	-\$55,264	-\$1,430,565	\$68,957

* Assumes 15% affordable housing Sources: MIG, Inc.; Economic & Planning Systems, Inc.



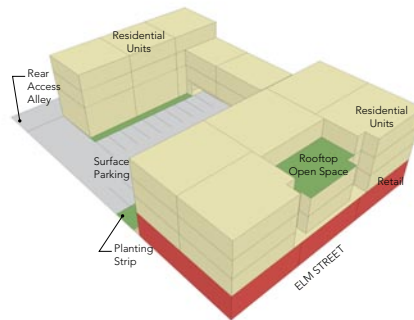
Site 1A



Land use axonometric of Site 1, Option A

Site 1A has a total of 32 residential units, approximately 6,400 square feet of ground floor commercial development along Elm Street and 36 parking spaces. The residential parking for this option is ground floor podium parking with residential units on top. The unit breakdown for Site 1A is as follows: four studio units at 625 square feet, three one-bedroom units at 850 square feet, 20 two-bedroom units ranging between 925 and 1,200 square feet, four lofts with mezzanine level at 950 square feet, and one large loft with mezzanine level at 1,600 square feet. There is a 2,400 square foot ground-level garden between the two buildings to provide an open space amenity and privacy. This design has the highest residential density, at 68 dwelling units per acre. Parking and loading for the buildings is accessed off of the rear alley to the north.

Site 1B

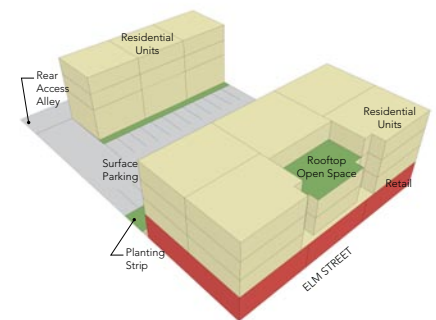


Land use axonometric of Site 1, Option B

Site 1B has 30 residential units, approximately 6,400 square feet of ground floor commercial development along Elm Street, 27 on-site surface parking spaces, six covered spaces and three garage spaces. There are six one-bedroom units at 850 square feet, 21 two-bedroom units between 930 and 1,200 square feet, and three lofts at 1,410 square feet included in the design for Site 1B.

This design has a slightly lower density 64 dwelling units per acre. Access to parking and loading is still accessed off of the rear alley. The three ground level units along the alley are served by three garages.

Site 1C

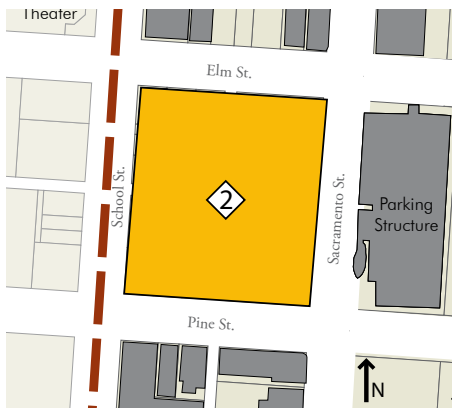


Land use axonometric of Site 1, Option C

Site 1C has 26 residential units, approximately 6,400 square feet of ground floor commercial development along Elm Street, 27 on-site surface parking spaces and three garage spaces. There are two one-bedroom units at 850 square feet, 21 two-bedroom units from 930 to 1,200 square feet, and three lofts at 1,410 square feet.

Site 1C contains all surface parking and the lowest residential density of the three options but still relatively dense at 55 dwelling units per acre.

Site 2: Block-Sensitive Design and Adaptive Reuse



Location Map for Site 2



Facade restoration along historic buildings on Sacramento Street

Design Goal: *Site 2 demonstrates a context-sensitive approach to the design of a prototypical city block. Key characteristics of this block are representative of many Downtown blocks, including vacant buildings, viable existing uses, vacant upper floors, historic buildings and facades, and mid-block alleys, and these characteristics provided the parameters for the site design.*

Site Description

The site is bounded by Sacramento, Elm, Pine and School Streets. The lot is 320 feet by 360 feet (115,200 square feet or 2.6 acres.) Many of the buildings along School and Pine Streets are historic and contribute to the main commercial corridor of Downtown Lodi. Most are occupied by ground floor retail, though their second floors are vacant. Vacant and nearly vacant buildings on the southern half of Sacramento Street have striking historic building facades. Joe Hassan’s brick warehouse at the northeast corner the block further adds to the historic character of Sacramento and Elm Streets. Two mid-block alleys, one oriented north-south and the other east-west, provide access to the interior of the block. The interior of the block is primarily used for parking and loading.

Design Approach

- Design in a context-sensitive way to maintain integrity of Downtown commercial activity.
- Judiciously use incremental development, strategic infill and adaptive reuse.
- Adaptively reuse Joe Hassan’s Warehouse and rehabilitate historic facades along Sacramento Street.
- Reuse upper floors of existing buildings for office and residential uses to maintain fabric of Downtown.
- Build on local businesses and do not make large-scale redevelopment moves that would jeopardize the health of the Downtown economy.
- Create interior block public open space and connect to adjacent streets and destinations between buildings with pedestrian mews.



Perspective rendering of new development along Sacramento Street in Site 2

Development Program

Initially, a whole scale redesign of the block was envisioned, but the existing historic buildings, viable retail establishments, and grain of development suggested that a more surgical and nuanced approach to the site design was appropriate. Further any large-scale block redevelopment would disrupt the successful commercial activities on School Street and possibly displace small businesses.

The design that respected the assets of the existing block and built upon them focused on a three prong approach: adaptive reuse, facade rehabilitation with new construction and complete new construction.

The first was to evaluate the second floors of existing buildings along Elm, School and Pine Streets to determine the potential for reuse of the vacant upper floors. This involves the conversion of the second floors of the buildings into viable spaces for residential and office uses.

Many of the buildings are deep and only have access to sunlight on two sides; these were deemed most appropriate for commercial or office reuse. Corner buildings that have more access to sunlight and ventilation can subdivide their upper floors into residential units. Adaptive reuse is also appropriate for Joe Hassan's Warehouse at the corner of Sacramento and Elm Streets. The warehouse is made

of very distinctive brick and provides half of the street façade along Elm Street, also providing historic identity to the street. It is envisioned as adaptively reused lofts by perforating the brick walls with more windows and separating the warehouse into multiple live-work units.

The second prong was facade rehabilitation for the buildings on the south side of Sacramento Street. It is likely economically infeasible to reuse the building structure, but the facades could be saved and become the "face" of new development that could be built behind them. By rehabilitating the facades, the character and charm of the buildings can be retained while also allowing for new mixed-use development.



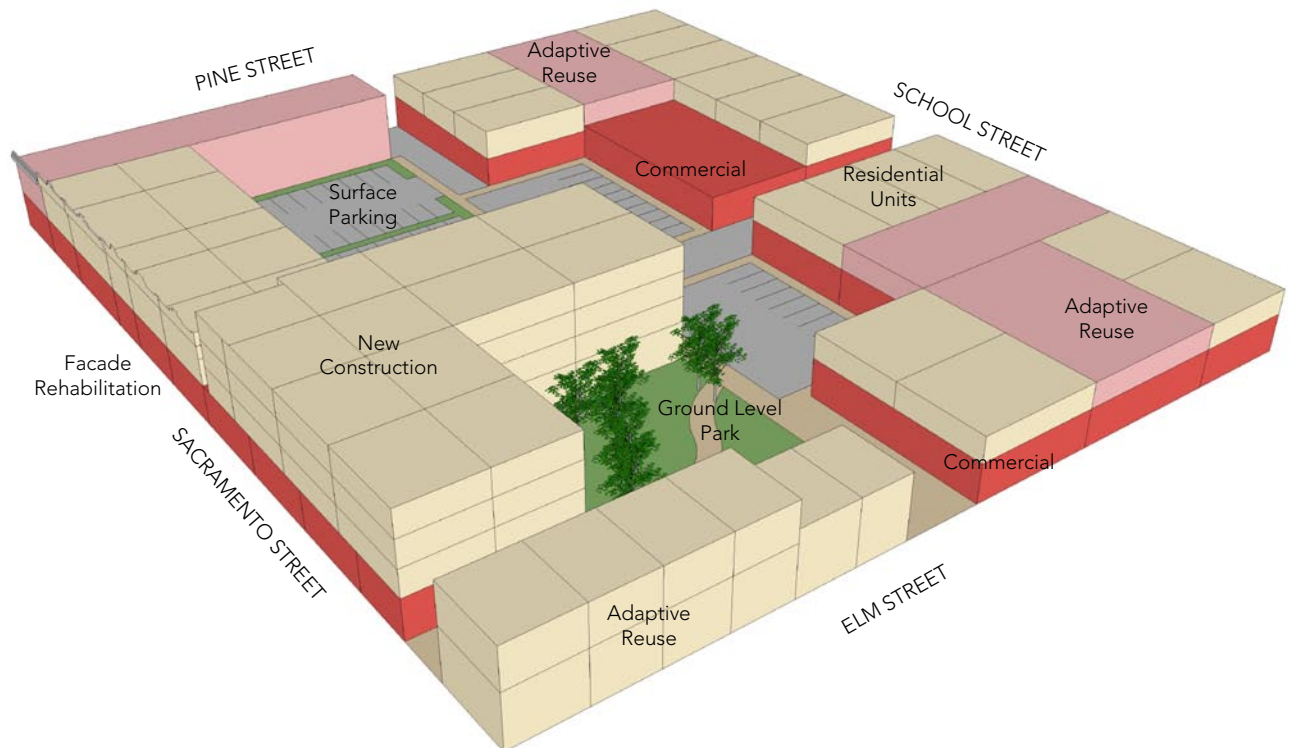
Site plan for Site 2

Some new construction is proposed along Sacramento Street in place of the existing buildings between the historic facades and Joe Hassan's warehouse. This new construction is mixed-use with residential units over commercial space. The ground floor is ample enough to support a small-scale grocery store that could serve new residents of the area.

The development program for all new construction (including new construction behind the historic facades along Sacramento Street) consists of mixed-use development with 51 residential units over 16,200 square feet of ground-floor retail. The residential unit breakdown is as follows: six 1,200 square foot lofts in

Joe Hassan's warehouse, six studios at 625 square feet, nine one-bedroom units at 750 square feet, and 30 two-bedroom units ranging between 930 and 1,000 square feet. The residential density for this development is approximately 40 dwelling units per acre.

A new public park is possible within the interior of the block connected to Sacramento and Elm streets by a pedestrian corridor. The existing alley network is used for accessing the park and parking on the interior of the lot. The alley off of Elm St has been cut off to through-traffic and serves as a pedestrian connector and emergency vehicle access.



Land use axonometric for Site 2

Feasibility Analysis

The feasibility analysis shown below consists only of newly constructed developments on Sacramento Street. The analysis does not include buildings identified for adaptive reuse nor does the construction cost include historic facade rehabilitation costs.

In order to create a feasible development scenario, all the parking required for the new housing is located on lower-cost surface parking. The proposed development feasibility is greatly helped by the availability of 41 already existing on-street parking spots to service the 16,200

square feet of new commercial space on the ground floor.

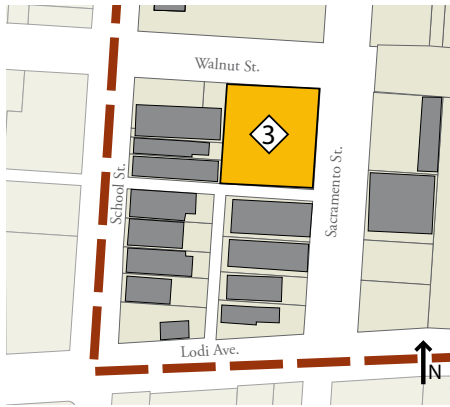
As with Site One, a for-sale scenario (\$6,867) for the residential units is far more feasible than offering rental units (-\$2,976,719).

	Site 2	
	For-Rent	For-Sale
Housing Units	51	51
Retail SF	16,200	16,200
Parking		
Surface Parking	58	58
Structured	0	0
Street	41	41
Total Development Costs	\$12,497,447	\$14,437,143
Total Development Value*	\$9,520,731	\$14,444,010
Residual Land Value	-\$2,976,719	\$6,867

* Assumes 15% affordable housing

Sources: MIG, Inc.; Economic & Planning Systems, Inc.

Site 3: “Flexible” Downtown Infill



Location Map for Site 3

Design Goal: *Site 3 is representative of medium-scaled lots that are not located in the commercial core of Downtown Lodi. This site incorporates land uses and programs that allow for flexibility in the design depending on how this part of the project area evolves in the future.*

Site Description

Site 3 is at the corner of Walnut and Sacramento Streets and is currently a parking lot. The parcel is 160 feet by 130 feet (20,800 square feet or 0.5 acres.) The owner of the property is interested in developing the site, and the site design is meant to aid him and suggest types of development that would benefit him as well as the community at large.

The site is just north of Lodi Avenue, at which point the retail corridor of School Street has transitioned to more auto-oriented, office and industrial uses. The site presents the opportunity to incorporate land uses such as office and live-work that are more compatible with the context.

The alleys that run through most of the blocks in Downtown Lodi do not run along the western edge of Site 3; as a result, the site is accessed completely from either Walnut or Sacramento Streets.



Perspective rendering of new development at Walnut and Sacramento streets in Site 3

Design Approach

- Incorporate flexible office live/work lofts that add housing and ground floor commercial activity.
- Continue ground floor retail and office on Walnut Street.
- Incorporate green building design features solar panels.
- Continue Downtown alley network.
- Ensure consistent scale and design with neighboring architecture.
- Promote flexibility in ground floor uses.

Development Program

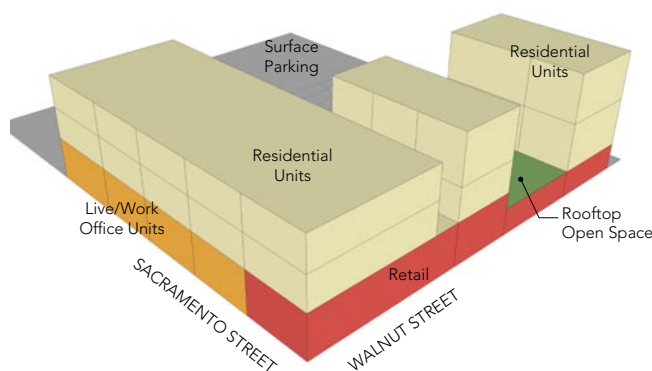
For both options, the program along Sacramento Street remains the same. There are four live-work office units on the ground floor of Sacramento Street with a small amount of retail at the corner and extending back along Walnut Street. Above the live-work office units are two stories of loft-like condominiums.

Site 3A

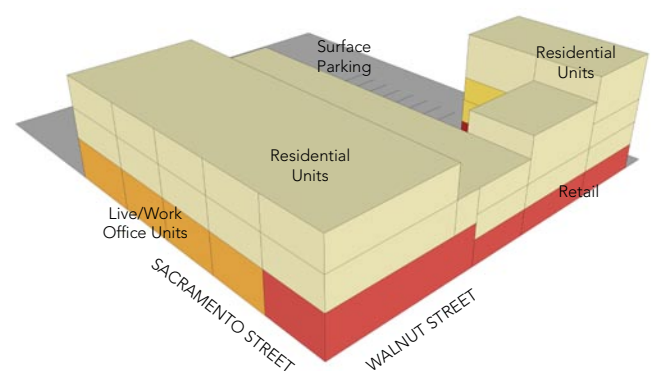
Option 3A has 28 residential units and parking tucked under the rear units on the interior of the lot. The units include 10 one-story lofts along Sacramento Street at 1,250 square feet, three two-story lofts along Walnut Street at 1,150 square feet, eleven studio, one-bedroom and two-bedroom units ranging from 750 to 900 square feet, and four office live-work units at 1,250 square feet. Residential units over the carport parking on the ground level can be accessed from the interior of the lot. There are also residential units above the retail along Walnut Street. The residential units are parked at a 0.8 parking ratio.

Site 3B

Option 3B has 26 units and surface parking. There are 10 one-story lofts along Sacramento Street at 1,250 square feet, 12 two-story lofts over retail along Walnut Street at 900 square feet, and four office live-work units at 1,875 square feet at the ground floor along Sacramento Street. The residential units are parked at a 1:1 parking ratio. All the residential parking is parked on-site as surface parking. There are additional residential lofts that front onto a rooftop open space along Walnut St. In this configuration, a small open space is created on the lot as an amenity for the residents.



Land use axonometric of Site 3, Option A



Land use axonometric of Site 3, Option B

Feasibility Analysis

Similar to the range of design options in Site One, Site Three has two design options that differ in the amount of residential density and surface parking.

Option A has a higher number of residential units (28) and a total of 32,600 square feet of residential living space.

To maximize the amount of residential space, apartments are built over 9 struc-

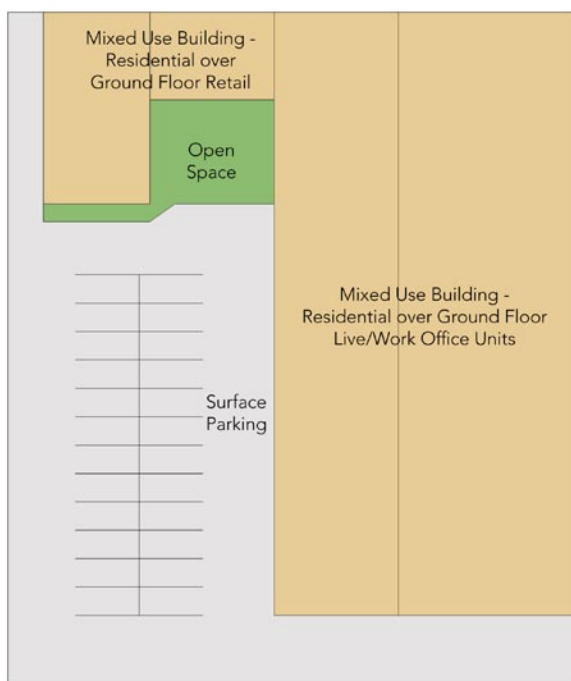
tures parking spaces. Option B utilizes all surface parking and has a few number of residential units and has a total of 30,800 square feet of residential living space total.

The for-sale scenario of Option B is the only one of the four that has a positive residual land value (\$99,075); however, several public funding sources are cur-

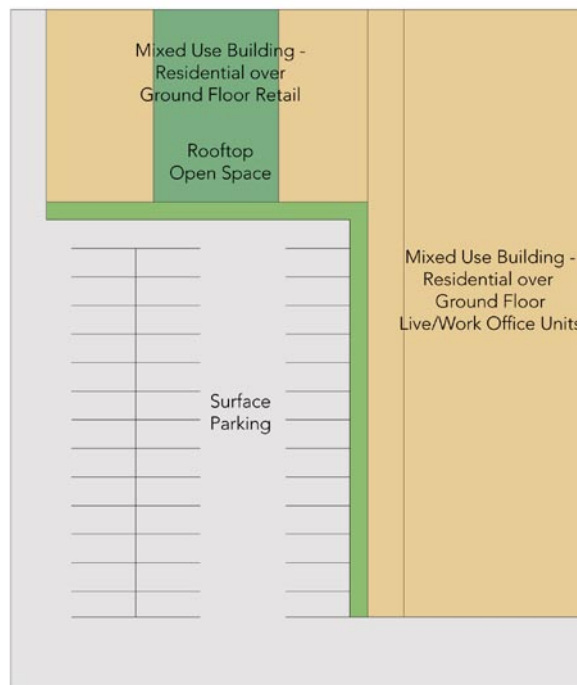
rently available to municipalities precisely to bridge the funding gap and increase residential densities higher than market realities would allow. This Plan recommends seeking these sources of additional funding and subsidizing development projects in the project area so as to maximize the amount of residential units constructed.

	Site 3A		Site 3B	
	For-Rent	For-Sale	For-Rent	For-Sale
Housing Units	28	28	26	26
Retail SF	3,120	3,120	3,700	3,700
Parking				
Surface Parking	14	14	26	26
Structured	9	9	0	0
Street	16	16	16	16
Total Development Costs	\$7,026,700	\$8,365,843	\$6,661,327	\$7,911,485
Total Development Value*	\$5,428,570	\$8,312,456	\$5,316,639	\$8,010,560
Residual Land Value	-\$1,598,129	-\$53,387	-\$1,344,688	\$99,075

* Assumes 15% affordable housing Sources: MIG, Inc.; Economic & Planning Systems, Inc.



Plan view diagram of Site 3, Option A



Plan view diagram of Site 3, Option B

Site 4: Industrial Infill Development

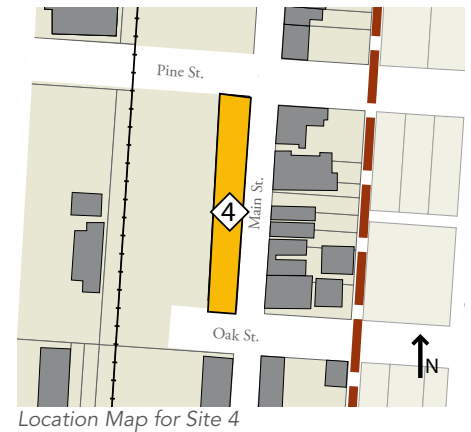
Design Goal: *The design for Site 4 demonstrates opportunities for development on the east side of the project area. The site was chosen because it is representative of the east side's more constrained parcel dimensions and industrial character.*

Site Description

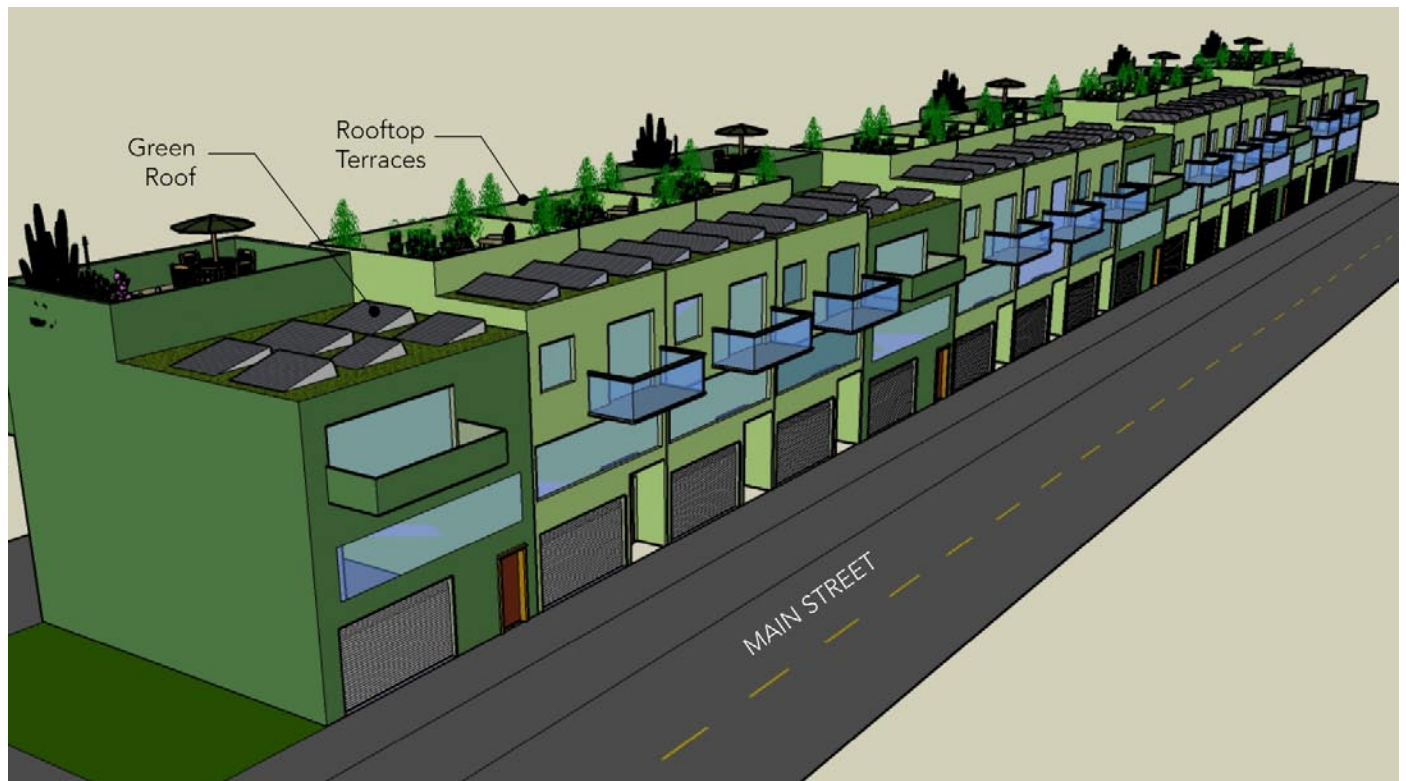
The site is bounded by Main, Pine and Oak Streets and the railroad tracks. Currently, the site is used as a seasonal vegetable and fruit packing warehouse. The surrounding character is more industrial and gritty in nature than the west side of the project area. Main Street has sidewalks on the east side, but not on the west side of the street. The lot is 60 feet by 380 feet (22,800 square feet or 0.5 acres.)

Design Approach

- Design live-work lofts that respond to existing industrial character.
- Incorporate green design features.
- Utilize green roofs and rooftop gardens to provide private open space opportunities and to help regulate cooling and heating of the residential units.
- Integrate units with unique design for Main Street to encourage an activated street design.
- Inspired by "Active Space".



Active Space in Berkeley



Perspective view of new live/work lofts on Main Street in Site 4



"Flex" parking spaces in Mountain View



"Flex" spaces in San Francisco on Park-ing Day



Interior view of "green" live/work units

Development Program

The development program is 16 live/work loft units fronting Main Street with alley access in the rear for garages. The front of the unit has a large sliding garage door opening that serves as a large, transparent feature that allows light into the ground floor work space.

The lofts are all three story lofts with ground-floor work space. 11 of the lofts are 20 feet wide with a one-car garage and 370 square feet of ground-floor work space. Five of the lofts are 25 feet wide with a two-car garage and 467 square feet of work space.

As discussed earlier in the design guidelines for Main Street, the parking lane in front of the lofts is envisioned as a "flex" space. The spaces could be converted regularly for a market for the worker/residents of the lofts to sell their wares, or could be converted on a more informal basis. Example of such "flex" spaces have been successful in Downtown Mountain View where parking spaces have been converted into outdoor seating for restaurants. On Park-ing Day in San Francisco, parking spaces around the city are temporarily converted into parks.



Plan view diagram of Site 4

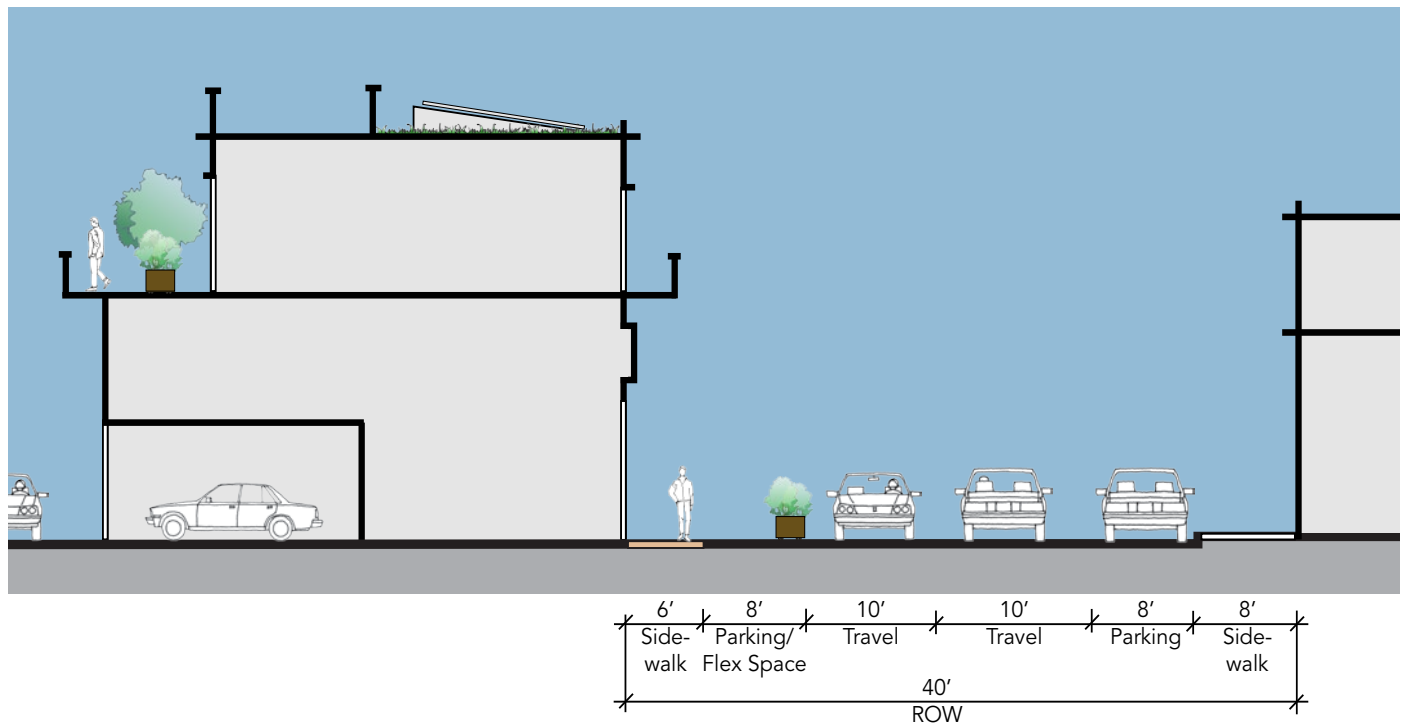
Feasibility Analysis

The design for Site Four consists entirely of 16 new townhomes on the east side of the project area. As with all the test designs on each site, the for-sale scenario results in a positive residual land value (\$410,006) as compared to the for-rent scenario (-\$490,910).

	Site 4	
	For-Rent	For-Sale
Housing Units	16	16
Retail SF	0	0
Parking		
Surface Parking	0	0
Structured	21	21
Street	18	18
Total Development Costs	\$4,018,248	\$4,950,482
Total Development Value*	\$3,527,338	\$5,360,487
Residual Land Value	-\$490,910	\$410,006

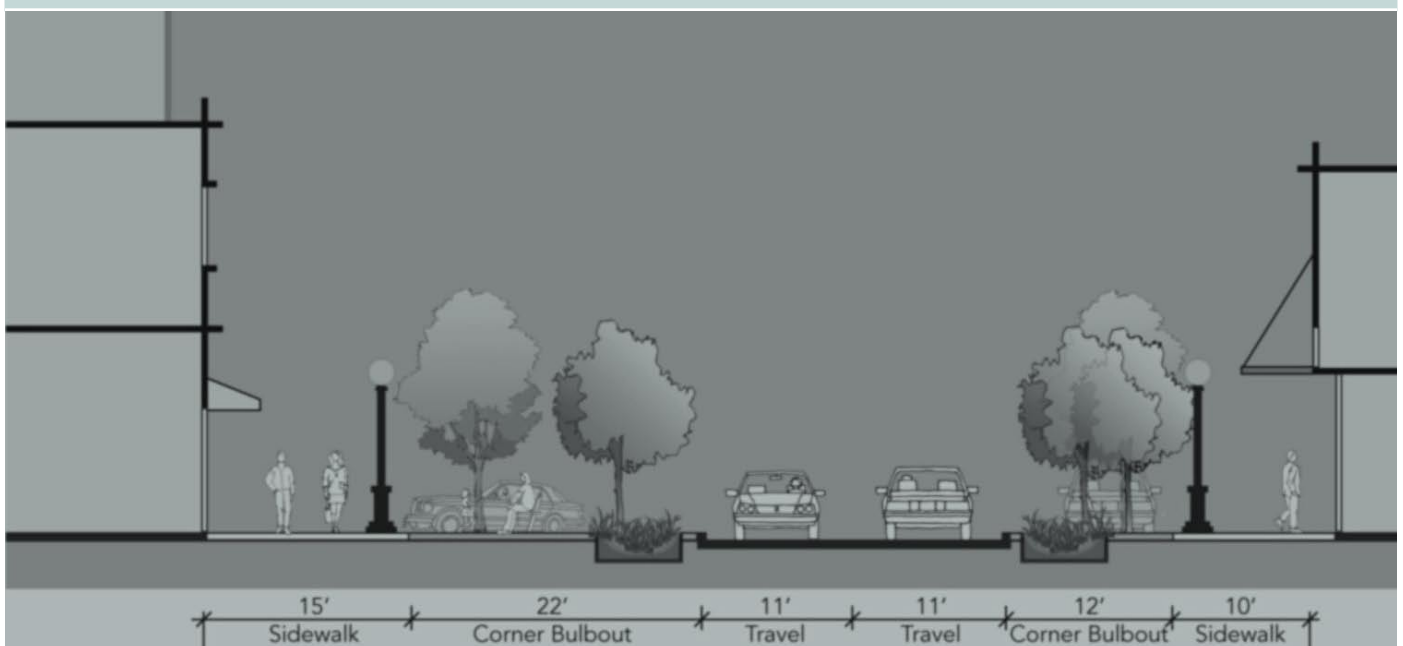
* Assumes 15% affordable housing

Sources: MIG, Inc.; Economic & Planning Systems, Inc.



Proposed section of Main Street

4 implementation





IMPLEMENTATION 4

in this chapter:
Priority Action Steps
Financing Strategies
Priority Action Matrix

TO ENSURE SUCCESSFUL IMPLEMENTATION of the Lodi TOD Design Guidelines, this chapter provides a road map for carrying out the strategies recommended in the plan.

The strategy includes a **refined set of priority improvements and an inventory of potential funding mechanisms**. Lodi stakeholders, City staff, Lodi TOD steering committee members, local residents and property owners must work together on these action steps to maintain momentum and realize the Lodi TOD vision.

In addition, this chapter also includes a list of funding mechanisms that the City could pursue to fund Lodi improvement efforts. This list includes local financing tools as well as state and federal programs.

PRIORITY ACTION STEPS

The Lodi TOD Design Guidelines provides clear, specific direction for rejuvenating the city center while allowing for flexibility and input as the area grows and changes. Project timelines, in particular, may need to be modified as market demands change, behavioral patterns shift, and momentum builds around Lodi TOD development.

While this plan provides the short-and long-term road map for success, work must be done on the ground every day to ensure that its objectives are met and tangible change occurs. Lodi TOD stakeholders must work together to continue to build public and private support for the Lodi TOD visions and actions, and to ensure that every project is leveraged to its maximum extent.

1. Lower Parking Standards

Adopt a parking management program for the project area that reduces parking requirements, utilizes shared parking, and integrates parking structures that have retail and/or office uses wrapped around it.

2. Modify Land Use Regulations

Land use regulations should be tailored to promote TOD designs. For example, Transit Overlay zoning or the establishment of TOD Districts could be done to favor TOD implementation. The City of Sacramento working with the Sacramento Regional Transit District (RT) created a Transit Overlay zoning for the light rail stations within the City in order to attract quality TOD projects. Such amendments will encourage housing in the TOD area.

3. Acquire TOD Funding

Coordinate among the necessary stakeholders such as the City of Lodi, GrapeLine Bus, Amtrak, Chamber of Commerce, Downtown Partnership, San Joaquin Council of Governments, private developers to position itself for the Prop 1C funds.

4. Improve Pedestrian and Transit Facilities

Make sure new streetscape improvements and Multi-Modal Center upgrades provide increased pedestrian and bike amenities, such as sufficient sidewalk shade coverage and safe bike storage facilities.

5. Bring Commuter Rail to Downtown Lodi

Incorporate transit service into future development/redevelopment projects is also critical to the success of TODs. New development site plans could be required to incorporate strategies that improve transit service and make people drive less.

FINANCING STRATEGIES

Various financing methods are available for implementing transit-oriented development. Such mechanisms include local improvement districts, tax increment financing, sales tax increases, public/private partnerships and grants (federal, state and local). In order to be able to attract the right type of developer and project, Lodi should demonstrate support for TOD by providing incentives to entice developers to engage in TOD.

Incentives such as tax exemptions, an expedited permit review process, density bonuses, or a reduction or waiver of certain development fees may help “bridge the gap” for an interested developer. Additionally, reducing or waving certain development fees is another incentive technique. For example, traffic impact fees could be reduced where there is a higher level of transit service.

RECOMMENDED ACTION MATRIX

The recommended action matrix describes important steps the City can take to encourage transit-oriented development for the developers as well as create a supportive physical environment for transit-oriented living.

Public Realm Improvements	Recommended Action Steps	Key Implementer	Funding Source (if necessary)
PRIORITY #1: Parking Management Program	Reduce parking standard requirements.	City of Lodi	
	Offer shared parking arrangements.		
	Offer street parking to offset on-site parking requirements.		
PRIORITY #2: Work with Developers	Facilitate parcel assembly through a cooperative sharing of ideas and vision.		
	Offer design guidelines and templates.		
PRIORITY #3: Acquire TOD Funding	Create a transit overlay zone or TOD zoning designation to implement new standards for the project area.		Prop 1C
PRIORITY #4: Improve Pedestrian and Transit Facilities	Upgrade pedestrian and bike amenities along key streets.		Prop 1C
PRIORITY #5: Bring Commuter Rail to Downtown Lodi	Pursue the opportunity for commuter rail with the Regional Rail Commission.		

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY
COUNCIL ADOPTING TRANSIT ORIENTED
DEVELOPMENT DESIGN GUIDELINES

=====

WHEREAS, the Planning Commission of the City of Lodi held a duly noticed meeting to discuss this matter on August 13; and

WHEREAS, the Planning Commission voted unanimously that the proposed Transit Oriented Development Design Guidelines will be a valuable planning tool for the City of Lodi and is recommended to be adopted and implemented by the City Council; and

WHEREAS, the project proponent is the City of Lodi Community Development and Public Works Departments; and

WHEREAS, the proponent has held a series of public workshops to obtain input and ideas from residents of Lodi; and

WHEREAS, the workshops were well attended by property owner, business owners, residents, and other stakeholders have provided valuable ideas on how to encourage developments within ¼ mile of the Multi Modal Transit Station and downtown Lodi; and

WHEREAS, based on the ideas gathered at these workshops, the City has developed a written set of guidelines and recommendations that can be used by the Public Works and Community Development Departments; and

WHEREAS, the plan's goals included identifying governmental and economic constraints, complimenting the character of Downtown, creating and studying four template sites, providing economic analysis for the sites, incorporating public comment and recommendations, and orienting the guidelines to leverage Proposition 1C Infill Incentive and Measure K Smart Growth funds; and

WHEREAS, the Community Development Department recommends the City of Lodi adopt and implement the plan; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the proposed plan as presented makes recommendations to amending the current regulatory structure it is consistent with all zoning and general plan standards; and

WHEREAS, any future proposed modification to the General Plan or Zoning Ordinance as a result of this plan will need to undergo independent review to ensure consistency with the General Plan and Zoning Ordinance.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED by the City Council that the proposed Transit Oriented Development Design Guidelines will be a valuable planning tool for the City of Lodi and is hereby adopted, as shown as follows:

Dated: September 3, 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 September 3, 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 Administrative Settlement with California Regional Water Quality Control Board for Alleged Discharge Violations and Appropriating Funds (\$21,000)

MEETING DATE: September 3, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a "Waiver of 90-Day Hearing Requirement for Administrative Civil Liability Complaint" for the purpose of remitting payment for the alleged civil liability of \$21,000 to the California Regional Water Quality Control Board (Board) for discharge violations occurring between January 1, 2000 and December 31, 2007 and appropriating \$21,000 from the Wastewater Fund.

BACKGROUND INFORMATION: On May 19, 2008, the City of Lodi received a draft Administrative Civil Liability Complaint (ACLC) from the Board outlining alleged Mandatory Minimum Penalty (MMP) for 53 non-serious discharge violations which occurred over the eight-year period between January 1, 2000 and December 31, 2007. The purported violations are associated with operational upsets, sampling errors, coliform limitation exceedences, and other minor issues. A copy of the ACLC is provided in Exhibit A.

The California Water Code Section 13385 allows the Board to impose administrative civil liabilities (fines) for each discharge violation that qualifies for a MMP. The current MMP for both serious and non-serious violations is \$3,000 per occurrence.

The City's wastewater consultants (West Yost & Associates), along with legal counsel (Somach, Simmons and Dunn), assisted staff in preparing a June 16, 2008 response to the Board (Exhibit B) that outlined the City's position and contended only two of the 53 violations (\$6,000) qualified as MMPs.

Upon review of the City's June 16, 2008 response, the Board agreed to reduce the MMPs from \$159,000 to \$21,000 for seven non-serious discharge violations, all related to coliform and pH, and issued the attached ACLC No. R5-2008-0562.

Staff believes we have reached a point of diminishing returns in negotiating the fine. The costs of engaging Board staff to further argue our position will outweigh the benefit, and it is possible the effort could compromise the City's current relationship with the Board.

Therefore, staff recommends the City pay the reduced fine of \$21,000 and waive the Board hearing requirement in accordance with the terms of Item No. 4 of the "Waiver of 90-Day Hearing Requirement for Administrative Civil Liability Complaint".

APPROVED: _____
Blair King, City Manager

Adopt Resolution Authorizing City Manager to Execute "Waiver of 90-Day Hearing Requirement for Administrative Civil Liability Complaint" for Purpose of Remitting Payment for Civil Liability of \$21,000 to California Regional Water Quality Control Board for Discharge Violations Occurring between January 1, 2000 and December 31, 2007 and Appropriating Funds (\$21,000)
September 3, 2008
Page 2

FISCAL IMPACT: \$21,000. This cost was not budgeted.

FUNDING AVAILABLE: Requested Appropriation: \$21,000 – Wastewater Fund (170403).

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

Prepared by Charles Swimley, Water Services Manager

FWS/CES/dg

Attachments

cc: City Attorney
Water Services Manager
Wastewater Treatment Superintendent



**California Regional Water Quality Control Board
Central Valley Region**

Karl E. Longley, ScD, P.E., Chair

Exhibit A



Arnold
Schwarzenegger
Governor

Linda S. Adams
Secretary for
Environmental
Protection

11020 Sun Center Drive #200, Rancho Cordova, California 95670-6114
Phone (916) 464-3291 • FAX (916) 464-4645
<http://www.waterboards.ca.gov/centralvalley>

14 August 2008

RECEIVED

AUG 18 2008

F. Wally Sandelin
Public Works Director
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910



CITY OF LODI
PUBLIC WORKS DEPARTMENT

CERTIFIED MAIL
7008 1140 0002 8805 4172

ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R5-2008-0562 FOR ASSESSMENT OF MANDATORY MINIMUM PENALTIES, CITY OF LODI WHITE SLOUGH WATER POLLUTION CONTROL FACILITY, SAN JOAQUIN COUNTY

Enclosed is an Administrative Civil Liability Complaint (Complaint), issued pursuant to California Water Code section 13385, for violations of Waste Discharge Requirements (WDRs) Order Nos. 5-00-013 and R5-2007-0113 (NPDES No. CA0079243) by the City of Lodi White Slough Water Pollution Control Facility (Discharger). The Complaint charges the City of Lodi with civil liability in the amount of **twenty one thousand dollars (\$21,000)**, which represents the sum of accrued Mandatory Minimum Penalties for effluent limitation violations which occurred from 1 January 2000 through 31 December 2007.

On 15 May 2008, Regional Water Board staff issued a draft Record of Violations (ROV). On 16 June 2008, the Discharger responded and stated that a number of the violations should be exempted from MMPs. Regional Water Board staff has prepared a technical memorandum analyzing the City's response and has adjusted the number of violations. This technical memorandum and ROV are found as attachments to the Complaint.

Pursuant to CWC section 13323, the Discharger may:

- Pay the assessed civil liability and waive its right to a hearing before the Regional Water Board by signing the enclosed waiver (checking off the box next to item #4) and submitting it to this office by **15 September 2008**, along with payment for the full amount;
- Agree to enter into settlement discussions with the Regional Water Board and request that any hearing on the matter be delayed by signing the enclosed waiver (checking off the box next to item #5) and submitting it to this office by **15 September 2008; or**
- Contest the Complaint and/or enter into settlement discussions with the Regional Water Board without signing the enclosed waiver.

If the Discharger chooses to sign the waiver and pay the assessed civil liability, this will be considered a tentative settlement of the violations in the Complaint. This settlement will be considered final pending a 30-day period, starting from the date of this Complaint, during


California Environmental Protection Agency

which time interested parties may comment on this action by submitting information to this office, attention Barry Hilton. Should the Regional Water Board receive new information or comments during this comment period, the Regional Water Board's Assistant Executive Officer may withdraw the complaint, return payment, and issue a new complaint.

If the Regional Water Board does not receive a signed waiver within 30 days of the date of this Complaint (**by 15 September 2008**), then a hearing will be scheduled for the **23/24 October 2008** Regional Water Board meeting in Rancho Cordova. Specific notice about this hearing and its procedures will be provided under separate cover.

Any comments or evidence concerning the enclosed Complaint must be submitted to this office, attention Barry Hilton, **no later than 5 p.m. on 15 September 2008**. This includes material submitted by the discharger to be considered at a hearing and material submitted by interested parties, including members of the public, who wish to comment on the proposed settlement. If the Regional Water Board does not hold a hearing on the matter, and the terms of the final settlement are not significantly different from those proposed in the enclosed Complaint, then there will not be additional opportunities for public comment on the proposed settlement. Written materials received after **5 p.m. on 15 September 2008** will not be accepted and will not be incorporated into the administrative record if doing so would prejudice any party.

If you have any questions or comments regarding the Administrative Civil Liability Complaint, please contact Barry Hilton at (916) 464-4762 or Patricia Leary at (916) 464-4623.



WENDY WYELS
Environmental Program Manager
Compliance and Enforcement Section

Enclosure: ACLC No. R5-2008-05XX

cc w/ encl: Ms. Pamela Creedon, Central Valley Water Board, Rancho Cordova
Mr. Kenneth Greenberg, USEPA, Region 9, San Francisco
Mr. Reed Sato, Office of Enforcement, SWRCB, Sacramento
Mr. Patrick Pulupa, Office of Chief Counsel, SWRCB, Sacramento
Ms. Lori Okun, Office of Chief Counsel, SWRCB, Sacramento
Ms. Emel Wadhvani, Office of Chief Counsel, SWRCB, Sacramento
Ms. Carol Oz, Department of Fish and Game, Region 2, Rancho Cordova
San Joaquin County Environmental Health Department, Stockton
Mr. Bill Jennings, California Sportfishing Protection Alliance, Stockton

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R5-2008-0562

MANDATORY PENALTY
IN THE MATTER OF

CITY OF LODI
WHITE SLOUGH WATER POLLUTION CONTROL FACILITY
SAN JOAQUIN COUNTY

This Complaint is issued to the City of Lodi, White Slough Water Pollution Control Facility, (hereafter Discharger) pursuant to California Water Code (CWC) section 13385, which authorizes the imposition of Administrative Civil Liability, CWC section 13323, which authorizes the Executive Officer to issue this Complaint, and CWC section 7, which authorizes the delegation of the Executive Officer's authority to a deputy, in this case the Assistant Executive Officer. This Complaint is based on findings that the Discharger violated provisions of Waste Discharge Requirements (WDRs) Order No. 5-00-031 and R5-2007-0113 (NPDES No. CA0079243).

The Assistant Executive Officer of the Central Valley Regional Water Quality Control Board (Regional Water Board) finds the following:

1. The Discharger owns and operates a wastewater collection, treatment, and disposal system, and provides sewerage service for the City of Lodi. Treated wastewater is discharged to Dredger Cut, tributary to White Slough, tributary to Bishop Cut, tributary to the Sacramento-San Joaquin Delta, a water of the United States.
2. On 28 January 2000, the Regional Water Board adopted WDRs Order No. 5-00-031 to regulate discharges of waste from the water pollution control facility (WPCF).
3. On 10 September 2004, the Regional Water Board adopted Resolution No. R5-2004-0125, which extended certain compliance deadlines contained in WDRs Order No. 5-00-031 from 1 May 2004 to 21 January 2005.
4. On 14 September 2007, the Regional Water Board adopted WDRs Order No. R5-2007-0113, effective 3 November 2007, which contained new requirements and rescinded WDRs Order No. 5-00-031.
5. On 14 September 2007, the Regional Water Board adopted Time Schedule Order (TSO) No. R5-2007-0114, providing a time schedule and establishing interim effluent limits until 17 May 2010 for nitrate, nitrite, and manganese.
6. On 15 May 2008, the Regional Water Board sent the Discharger a draft Record of Violations. On 16 June 2008, the Discharger responded. After consideration of additional information submitted by the Discharger, Regional Water Board staff prepared a technical memorandum, included as Attachment B to this Complaint, and discussed in Finding No. 14 of this Complaint.

7. CWC sections 13385(h) and (i) require assessment of mandatory penalties and state, in part, the following:

CWC section 13385(h)(1) states, *“Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.”*

CWC section 13385 (h)(2) states, *“For the purposes of this section, a ‘serious violation’ means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.”*

CWC section 13385(i)(1) states, *“Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:*

- A) *Violates a waste discharge requirement effluent limitation.*
- B) *Fails to file a report pursuant to Section 13260.*
- C) *Files an incomplete report pursuant to Section 13260.*
- D) *Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.”*

8. CWC section 13323 states, in part: *“Any executive officer of a regional board may issue a complaint to any person on whom administrative civil liability may be imposed pursuant to this article. The complaint shall allege the act or failure to act that constitutes a violation of law, the provision authorizing civil liability to be imposed pursuant to this article, and the proposed civil liability.”*

9. WDRs Order No. 5-00-031 Effluent Limitations No. B.1, states, in part: *“The effluent shall not exceed the following limits:”*

<u>Constituents</u>	<u>Units</u>	<u>Monthly Average</u>	<u>Weekly Average</u>	<u>Daily Average</u>	<u>Daily Maximum</u>
<u>Total Suspended Solids</u>	mg/L	20 ²	40 ²	--	50 ²

² To be ascertained by a flow proportional 24-hour composite sample.

10. WDRs Order No. 5-00-031 Effluent Limitations No. B.2. states, in part: *“Interim total coliform organism and BOD wastewater effluent limits shall be in effect through 30 April 2004. The interim effluent limits are as follows:”*

<u>Constituents</u>	<u>Units</u>	<u>Monthly Average</u>	<u>Weekly Average</u>	<u>Daily Maximum</u>
<u>Total Coliform</u>	MPN/100mL	23 ¹	--	500

¹ Monthly median value.

This deadline was extended by Resolution R5-2004-0125 to 21 January 2005.

11. WDRs Order No. 5-00-031 Effluent Limitations No. B.3., states, in part: *"The effluent shall not exceed the following limits in accordance with the time schedule in Provision H.2."*

<u>Constituents</u>	<u>Units</u>	<u>Daily Average</u>	<u>Monthly Average</u>	<u>Weekly Average</u>	<u>Daily Maximum</u>
<u>Total Coliform Organisms</u>	MPN/100mL	--	--	2.2 ⁴	23

⁴ As a 7-day median.

Provision H.2 was amended by Resolution No. R5-2004-0125 to extend the time schedule for full compliance to 21 January 2005 from 30 April 2004.

12. WDRs Order No. 5-00-031 Effluent Limitations B.7., requires, in part, *"The discharge shall not have a pH less than 6.5 nor greater than 8.5."*

13. WDRs Order No. R5-2007-0113 Effluent Limitations No. IV.A.1.e., Total Coliform Organisms, states: *"Effluent total coliform organisms shall not exceed:*

- i. 2.2 most probable number (MPN) per 100 mL, as a 7-day median; and*
- ii. 23 MPN/100 mL, more than once in any 30-day period."*

14. As described in the technical memorandum mentioned in Finding No. 6, the Regional Water Board makes the following adjustments to the draft Record of Violations (all violation numbers reference those contained in the draft Notice of Violation).

- Total Coliform Organisms Violations 2-4, 32-36, 38-39. The Discharger claimed exemption from Mandatory Minimum Penalties because of a single operational upset. These violations were retained because the violations did not meet the Water Quality Enforcement Policy's standard for a single operational upset.
- Total Coliform Organisms Violations 13-31. The Discharger documented that the violations were due to an improper sampling location; therefore, they were deleted.
- Total Coliform Organisms Violations 32, 34-36, 39, 41-16, 51-52, 54, 57-62, 64-68, and 70. The Discharger requested that coliform results be one median violation per week. The effluent coliform limitation can be interpreted to be a static 7-day median. These violations were dismissed.

- Total Coliform Organisms Violation 71. The Discharger documented that the exceedance was due to a sampling error and further documented that it had previously documented the sampling error. This violation was dismissed.
 - pH Violation 37. The Discharger claimed that this was not a violation because it only lasted three hours. This violation was retained but did not result in assessment of an MMP because it was only the second violation during the preceding 180 days.
 - No Surface Water Discharge Violations 46 and 54. The Discharger documented that there was no discharge to surface waters. These violations were dismissed.
 - Liability Adjustments Violations 37, 48, 49, 53, and 56. Violations 37, 48, 49, 53, and 56, after deleting other violations, are the third or fewer violations during a preceding 180 day period and do not result in assessed MMPs.
15. According to the Discharger's self-monitoring reports, the Discharger committed twenty-five (25) non-serious violations of the above effluent limitations contained in Order Nos. 5-00-031 and R5-2007-0113 during the period beginning 1 January 2000 and ending 31 December 2007. Seven (7) of the non-serious violations are subject to mandatory penalties under CWC section 13385(i)(1) because these violations were preceded by three or more similar violations within a six-month period. The mandatory minimum penalty for these non-serious violations is **twenty-one thousand dollars (\$21,000)**.
16. The total amount of the mandatory penalties assessed for the cited effluent violations is **twenty-one thousand dollars (\$21,000)**. A detailed list of the cited effluent violations is included in Attachment A, a part of this Complaint.
17. Issuance of this Administrative Civil Liability Complaint to enforce CWC Division 7, Chapter 5.5 is exempt from the provisions of the California Environmental Quality Act (Pub. Resources Code section 21000 et seq.), in accordance with California Code of Regulations, title 14, section 15321(a)(2).

**THE CITY OF LODI WHITE SLOUGH WATER POLLUTION CONTROL FACILITY IS
HEREBY GIVEN NOTICE THAT:**

1. The Assistant Executive Officer of the Regional Water Board proposes that the Discharger be assessed an Administrative Civil Liability in the amount of **twenty-one thousand dollars (\$21,000)**.
2. A hearing on this matter will be held at the Regional Water Board meeting scheduled on **23/24 October 2008**, unless the Discharger does either of the following by **15 September 2008**:

- a) Waives the hearing by completing the attached form (checking off the box next to item #4) and returning it to the Regional Water Board, along with payment for the proposed civil liability of **twenty-one thousand dollars (\$21,000)**; or
 - b) Agrees to enter into settlement discussions with the Regional Water Board and requests that any hearing on the matter be delayed by signing the enclosed waiver (checking off the box next to item #5) and returning it to the Regional Water Board.
3. If a hearing on this matter is held, the Regional Water Board will consider whether to affirm, reject, or modify the proposed Administrative Civil Liability, or whether to refer the matter to the Attorney General for recovery of judicial civil liability.



JACK E. DEL CONTE, Assistant Executive Officer

14 August 2008

Attachment A: Record of Violations
Attachment B: Technical Memorandum
BLH: 08/14/08

**WAIVER OF 90-DAY HEARING REQUIREMENT FOR
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT**

By signing this waiver, I affirm and acknowledge the following:

1. I am duly authorized to represent the City of Lodi, White Slough Water Pollution Control Facility (hereinafter "Discharger") in connection with Administrative Civil Liability Complaint No. R5-2008-0562 (hereinafter the "Complaint");
2. I am informed that California Water Code section 13323, subdivision (b), states that, "a hearing before the regional board shall be conducted within 90 days after the party has been served" with the Complaint;
3. I hereby waive any right the Discharger may have to a hearing before the California Regional Water Quality Control Board, Central Valley Region (Regional Water Board) within ninety (90) days of service of the Complaint; and
4. **(Check here if the Discharger will waive the hearing requirement and will pay the fine)**
 - a. I certify that the Discharger will remit payment for the civil liability imposed in the amount of **twenty-one thousand dollars (\$21,000)** by check, which contains a reference to "ACL Complaint No. R5-2008-0562" and is made payable to the "State Water Pollution Cleanup and Abatement Account." Payment must be received by the Regional Water Board by **15 September 2008** or this matter will be placed on the Regional Water Board's agenda for adoption as initially proposed in the Complaint.
 - b. I understand the payment of the above amount constitutes a settlement of the Complaint, and that any settlement will not become final until after the 30-day public notice and comment period mandated by Federal regulations (40 CFR 123.27) expires. Should the Regional Water Board receive new information or comments during this comment period, the Regional Water Board's Assistant Executive Officer may withdraw the complaint, return payment, and issue a new complaint. New information or comments include those submitted by personnel of the Regional Water Board who are not associated with the enforcement team's issuance of the Complaint.
 - c. I understand that payment of the above amount is not a substitute for compliance with applicable laws and that continuing violations of the type alleged in the Complaint may subject the Discharger to further enforcement, including additional civil liability.

-or-

5. **(Check here if the Discharger will waive the 90-day hearing requirement, but will not pay at the current time)** I certify that the Discharger will promptly engage the Regional Water Board staff in discussions to resolve the outstanding violation(s). By checking this box, the Discharger is not waiving its right to a hearing on this matter. I understand that this waiver is a request to delay the hearing so the Discharger and Regional Water Board staff can discuss settlement. It does not constitute the Regional Water Board's agreement to delay the hearing. A hearing on the matter may be held before the Regional Water Board if these discussions do not resolve the liability proposed in the Complaint. The Discharger agrees that this hearing may be held after the 90-day period referenced in California Water Code section 13323 has elapsed.
6. If a hearing on this matter is held, the Regional Water Board will consider whether to issue, reject, or modify the proposed Administrative Civil Liability Order, or whether to refer the matter to the Attorney General for recovery of judicial civil liability.

(Print Name and Title)

(Signature)

(Date)

**ATTACHMENT A
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R5-2008-0562**

City of Lodi

White Slough Water Pollution Control Facility

RECORD OF VIOLATIONS (1 January 2000 – 31 December 2007) MANDATORY PENALTIES
(Data reported under Monitoring and Reporting Program Nos. 5-00-031 and R5-2007-0113)

	<u>Date</u>	<u>Violation Type</u>	<u>Units</u>	<u>Limit</u>	<u>Measured</u>	<u>Period Type</u>	<u>Remarks</u>
1	24-Feb-00	pH	pH units	6.5	6.4	Instantaneous	3
2	21-Oct-00	Coliform	MPN/100ml	500	1600	Daily	3
3	28-Oct-00	Coliform	MPN/100ml	500	1600	Daily	3
4	11-Nov-00	Coliform	MPN/100ml	500	1600	Daily	3
5	28-Jan-01	pH	pH units	6.5	6.3	Instantaneous	4
6	22-Feb-01	Coliform	MPN/100ml	500	1600	Daily	4
7	26-Feb-01	pH	pH units	6.5	6.4	Instantaneous	4
8	22-Oct-01	TSS	mg/L	50	51	Daily	3
9	7-Feb-02	Coliform	MPN/100ml	500	1600	Daily	3
10	13-Nov-02	TSS	mg/L	50	67	Daily	3
11	24-Dec-02	Coliform	MPN/100ml	500	900	Daily	3
12	6-Mar-03	Coliform	MPN/100ml	500	1600	Daily	3
13	8-Nov-05	Coliform	MPN/100ml	23	50	Daily	3
14	11-Nov-05	pH	pH units	6.5	6.4	Instantaneous	3
15	12-Nov-05	Coliform	MPN/100ml	2.2	8	7-day	3
16	29-Nov-05	Coliform	MPN/100ml	23	50	Daily	4
17	3-Apr-06	Coliform	MPN/100ml	23	50	Daily	4
18	13-Oct-06	Coliform	MPN/100ml	23	30	Daily	3
19	30-Oct-06	Coliform	MPN/100ml	23	30	Daily	3
20	12-Mar-07	Coliform	MPN/100ml	23	50	Daily	3
21	4-Sep-07	Coliform	MPN/100ml	23	50	Daily	3
22	15-Sep-07	Coliform	MPN/100ml	23	80	Daily	3
23	15-Sep-07	Coliform	MPN/100ml	2.2	3	7-day	4
24	22-Sep-07	Coliform	MPN/100ml	2.2	7	7-day	4
25	29-Sep-07	Coliform	MPN/100ml	2.2	7	7-day	4

Remarks:

1. Serious Violation: For Group I pollutants that exceed the effluent limitation by 40 percent or more.
2. Serious Violation: For Group II pollutants that exceed the effluent limitation by 20 percent or more.
3. Non-serious violations falls within the first three violations in a six-month period, thus is exempt.
4. Non-serious violation subject to mandatory penalties.

<u>VIOLATIONS AS OF:</u>	<u>12/31/2007</u>
Group I Serious Violations:	0
Group II Serious Violations:	0
Non-Serious Exempt from MPs:	18
Non-serious Violations Subject to MPs:	7
<u>Total Violations Subject to MPs:</u>	<u>7</u>

Mandatory Minimum Penalty = (0 Serious Violations + 7 Non-Serious Violations) x \$3,000 = \$21,000



California Regional Water Quality Control Board Central Valley Region

Karl E. Longley, ScD, P.E., Chair



Linda S. Adams
Secretary for
Environmental
Protection

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Arnold
Schwarzenegger
Governor

TO: Patricia Leary, Senior Engineer
NPDES Compliance and Enforcement

FROM: Barry Hilton, WRCE
NPDES Compliance and Enforcement

DATE: 14 August 2008

SIGNATURE: 

SUBJECT: CITY OF LODI, WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

On 15 May 2008, the Regional Water Board sent the City of Lodi, White Slough WWTP (Discharger) a Notice of Violation and a draft Record of Violations for the period of 1 January 2000 through 31 December 2007. The Discharger responded by letter dated 16 June 2008.

Statute of Limitations

The Discharger requested that the Regional Water Board consider the 5-year statute of limitations under the Clean Water Act and the 3-year statute of limitations contained in the California Code of Civil Procedure, section 338. The former of these two statutes of limitation applies to actions by the federal government, and the latter of these statutes of limitation does not apply to this type of administrative proceeding.

The Code section of which §338 is a part makes it clear that §338 applies only to time limits on the commencement of civil suits in the courts. §338 is a part of Chapter 1 of Title 2 of the Code of Civil Procedure, entitled "Of the Time of Commencing Civil Actions." The first section in Chapter 1 of Title 2 reads, in pertinent part, as follows:

"§312. General Limitations; Special Cases: Civil actions, without exception, can only be commenced within the periods prescribed in this title..."

It is clear from a mere reading of this language that Title 2 is intended to prescribe time periods for the bringing of civil law suits. This administrative complaint falls outside the scope of this section. (See also *Bernd v. Eu* (1979) 100 Cal.App.3d 511, 161 Cal.Rptr. 58; *Rudolph v. Athletic Commission* (1960) 177 Cal.App.2d 1, 22, 1 Cal.Rptr. 898).

Total Coliform Organisms

Violations 2-4. The Discharger claimed a single operational upset (SOU). The Discharger stated that readjustments in its nitrification process resulted in violations of the coliform limitation. CWC 13385(f) protects the discharger from MMPs if the operational upset results in violations of one or more effluent limitations and also "*But for the operational upset of the biological treatment process, the violations would not have occurred nor would they have continued for more than one day... [and]... the discharger carried out all reasonable and immediately feasible actions to reduce noncompliance...*" The violations were coliform violations (daily), there were no other violations, the violations occurred on three different occasions over a period of three weeks. In my professional opinion, this was a failure to disinfect adequately. I retained the violations. This had no effect on the number of violations subject to MMPs because there were only 3 violations during a 180 day period.

Violations 13-31. The Discharger documented that, during start-up of the new tertiary filtration and UV disinfection facilities, the measured violations were the result of an improper sampling location and that moving the sampling location closer to the discharge of the disinfection system resulted in no violations. I deleted these violations because I concur with the Discharger's arguments that these violations were exempt as a result of an improper sampling location.

Violations 32-36, 38-39. The discharger requested consideration as an SOU because effluent turbidities reduced the effectiveness of the UV disinfection system. These do not qualify as an SOU because the Discharger did not violate the effluent turbidity limitations or any other limitations. I consider this an operational error. I disagreed with the claim for an SOU.

Violations 32, 34-36, 39, 41-46, 51-52, 54, 57-62, 64-68, and 70. WDRs Order No. 5-00-131 states that the weekly average coliform is to be determined as a 7-day median. The Discharger requested that coliform results be one median violation per week. I agree that the 7-day median can be interpreted as a static weekly median, rather than a rolling 7-day median. I reanalyzed the analytical results using a static weekly period (Sunday through Saturday). I deleted violations 32, 34-36, 39, 41-46, 51-52, 54, 57-62, 64-68, and 70 because these were improperly calculated as rolling 7-day medians rather than weekly medians specified by the WDRs.

Violation 71. The Discharger documented that the exceedance was due to a sampling error and further documented that it had previously documented the sampling error. I deleted this violation.

pH

Violation 37. WDRs order 5-00-031 Effluent limitation B.7 states: "*The discharger shall not have a pH less than 6.5 nor than greater than 8.5.*" The Discharger stated that the pH was 6.44-6.45 for 3 hours. This was a violation because the discharge pH was less than 6.5. I changed the violation from remarks 4 to remarks 3 because there were only two violations during the 180 day period. I retained the violation but it will not result in an MMP.

No Surface Water Discharge

Violations 46, 54. The Discharger documented that there was no discharge to surface waters. I deleted the violations.

Liability Adjustments

Violations 37, 48, 49, 53, and 56. After deleting other violations, violations 37, 48, 49, 53, and 56, non-serious violations, are the third or fewer violation during a preceding 180 day period and therefore do not result in assessed MMPs.

Summary

The total number of Group 1 violations is 0.

The total number of Group 2 violations is 0.

The total number of Group 3 violations is 25; 8 are subject to MMPs.

The ACL decreases from \$159,000 to \$21,000.

**ATTACHMENT A
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT R5-2008-0562**

**City of Lodi
White Slough Wastewater Treatment Plant**

RECORD OF VIOLATIONS (1 January 2000 – 31 December 2007) MANDATORY PENALTIES
(Data reported under Monitoring and Reporting Program Nos. 5-00-031 and R5-2007-0113)

		Date	Violation Type	Units	Limit	Measured	Period Type	Remarks
1	1	24-Feb-00	pH	pH units	6.5	6.4	Instantaneous	3
2	2	21-Oct-00	Coliform	MPN/100ml	500	1600	Daily	3
3	3	28-Oct-00	Coliform	MPN/100ml	500	1600	Daily	3
4	4	11-Nov-00	Coliform	MPN/100ml	500	1600	Daily	3
5	5	28-Jan-01	pH	pH units	6.5	6.3	Instantaneous	4
6	6	22-Feb-01	Coliform	MPN/100ml	500	1600	Daily	4
7	7	26-Feb-01	pH	pH units	6.5	6.4	Instantaneous	4
8	8	22-Oct-01	TSS	mg/L	50	51	Daily	3
9	9	7-Feb-02	Coliform	MPN/100ml	500	1600	Daily	3
10	10	13-Nov-02	TSS	mg/L	50	67	Daily	3
11	11	24-Dec-02	Coliform	MPN/100ml	500	900	Daily	3
12	12	6-Mar-03	Coliform	MPN/100ml	500	1600	Daily	3
13		1-Feb-05	Coliform	MPN/100ml	2.2	7	7-day	3
14		2-Feb-05	Coliform	MPN/100ml	2.2	7	7-day	3
15		3-Feb-05	Coliform	MPN/100ml	2.2	7	7-day	3
16		4-Feb-05	Coliform	MPN/100ml	2.2	8	7-day	4
17		5-Feb-05	Coliform	MPN/100ml	2.2	7	7-day	4
18		6-Feb-05	Coliform	MPN/100ml	2.2	7	7-day	4
19		7-Feb-05	Coliform	MPN/100ml	2.2	8	7-day	4
20		8-Feb-05	Coliform	MPN/100ml	2.2	8	7-day	4
21		9-Feb-05	Coliform	MPN/100ml	2.2	8	7-day	4
22		10-Feb-05	Coliform	MPN/100ml	2.2	8	7-day	4
23		11-Feb-05	Coliform	MPN/100ml	2.2	8	7-day	4
24		12-Feb-05	Coliform	MPN/100ml	2.2	8	7-day	4
25		13-Feb-05	Coliform	MPN/100ml	2.2	7	7-day	4
26		14-Feb-05	Coliform	MPN/100ml	2.2	7	7-day	4
27		15-Feb-05	Coliform	MPN/100ml	2.2	7	7-day	4
28		16-Feb-05	Coliform	MPN/100ml	2.2	4	7-day	4
29		17-Feb-05	Coliform	MPN/100ml	2.2	4	7-day	4
30		19-Feb-05	Coliform	MPN/100ml	2.2	4	7-day	4
31		20-Feb-05	Coliform	MPN/100ml	2.2	4	7-day	4
32		8-Nov-05	Coliform	MPN/100ml	2.2	8	7-day	3
33	13	8-Nov-05	Coliform	MPN/100ml	23	50	Daily	3
34		9-Nov-05	Coliform	MPN/100ml	2.2	8	7-day	3
35		10-Nov-05	Coliform	MPN/100ml	2.2	8	7-day	4
36		11-Nov-05	Coliform	MPN/100ml	2.2	8	7-day	4
37	14	11-Nov-05	pH	pH units	6.5	6.4	Instantaneous	34
38	15	12-Nov-05	Coliform	MPN/100ml	2.2	8	7-day	34
39		13-Nov-05	Coliform	MPN/100ml	2.2	4	7-day	4
40	16	29-Nov-05	Coliform	MPN/100ml	23	50	Daily	4
41		30-Nov-05	Coliform	MPN/100ml	2.2	4	7-day	4
42		1-Dec-05	Coliform	MPN/100ml	2.2	4	7-day	4
43		2-Dec-05	Coliform	MPN/100ml	2.2	4	7-day	4
44		4-Dec-05	Coliform	MPN/100ml	2.2	4	7-day	4
45		5-Dec-05	Coliform	MPN/100ml	2.2	4	7-day	4

		<u>Date</u>	<u>Violation Type</u>	<u>Units</u>	<u>Limit</u>	<u>Measured</u>	<u>Period Type</u>	<u>Remarks</u>
46		23-Dec-05	Coliform	MPN/100ml	23	30	Daily	4
47	17	3-Apr-06	Coliform	MPN/100ml	23	50	Daily	4
48	18	13-Oct-06	Coliform	MPN/100ml	23	30	Daily	34
49	19	30-Oct-06	Coliform	MPN/100ml	23	30	Daily	34
50	20	12-Mar-07	Coliform	MPN/100ml	23	50	Daily	3
51		17-Mar-07	Coliform	MPN/100ml	2.2	4	7-day	4
52		18-Mar-07	Coliform	MPN/100ml	2.2	4	7-day	4
53	21	4-Sep-07	Coliform	MPN/100ml	23	50	Daily	34
54		14-Sep-07	Coliform	MPN/100ml	2.2	3	7-day	3
55	22	15-Sep-07	Coliform	MPN/100ml	23	80	Daily	3
56	23	15-Sep-07	Coliform	MPN/100ml	2.2	3	7-day	4
57		16-Sep-07	Coliform	MPN/100ml	2.2	6	7-day	4
58		17-Sep-07	Coliform	MPN/100ml	2.2	6	7-day	4
59		18-Sep-07	Coliform	MPN/100ml	2.2	10.5	7-day	4
60		19-Sep-07	Coliform	MPN/100ml	2.2	10.5	7-day	4
61		20-Sep-07	Coliform	MPN/100ml	2.2	10.5	7-day	4
62		21-Sep-07	Coliform	MPN/100ml	2.2	8	7-day	4
63	24	22-Sep-07	Coliform	MPN/100ml	2.2	7	7-day	4
64		24-Sep-07	Coliform	MPN/100ml	2.2	4	7-day	4
65		25-Sep-07	Coliform	MPN/100ml	2.2	4	7-day	4
66		26-Sep-07	Coliform	MPN/100ml	2.2	4	7-day	4
67		27-Sep-07	Coliform	MPN/100ml	2.2	4	7-day	4
68		28-Sep-07	Coliform	MPN/100ml	2.2	4	7-day	4
69	25	29-Sep-07	Coliform	MPN/100ml	2.2	7	7-day	4
70		30-Sep-07	Coliform	MPN/100ml	2.2	7	7-day	4
71		20-Dec-07	Coliform	MPN/100ml	240	1600	Instant Max	4

Remarks:

1. Serious Violation: For Group I pollutants that exceed the effluent limitation by 40 percent or more.
2. Serious Violation: For Group II pollutants that exceed the effluent limitation by 20 percent or more.
3. Non-serious violations falls within the first three violations in a six-month period, thus is exempt.
4. Non-serious violation subject to mandatory penalties.

<u>VIOLATIONS AS OF:</u>	<u>12/31/2007</u>
Group I Serious Violations:	0
Group II Serious Violations:	0
Non-Serious Exempt from MPs:	18
Non-serious Violations Subject to MPs:	<u>753</u>
<u>Total Violations Subject to MPs:</u>	<u>753</u>

Mandatory Minimum Penalty = (0 Serious Violations + 753 Non-Serious Violations) x \$3,000 = \$45921,000

CITY COUNCIL

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

CITY OF LODI

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BLAIR KING,
City Manager

RANDI JOHL,
City Clerk

D. STEPHEN SCHWABAUER,
City Attorney

F. WALLY SANDELIN
Public Works Director

June 16, 2008

Ms. Patricia Leary
Senior Engineer, NPDES Compliance and Enforcement Unit
California Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive #200
Rancho Cordova CA 95670-6114

SUBJECT: Administrative Civil Liability Complaint- Mandatory Minimum Penalties
City of Lodi White Slough Water Pollution Control Facility
Order Number R5-2007-0113 and R5-00-031

Dear Ms. Leary:

The purpose of this letter is to present the City of Lodi's (City's) review of the draft Record of Violations (draft record) issued by the Central Valley Regional Water Quality Control Board (Regional Board) on May 19, 2008. The draft record outlines the alleged violations of effluent limitations that have occurred since February 24, 2000¹ at the City's White Slough Water Pollution Control Facility (WPCF), and that are subject to mandatory minimum penalties (MMPs).

The WPCF discharge is currently permitted under Waste Discharge Requirements (WDRs) Order No. R5-2007-0113, which was adopted by the Regional Board on September 14, 2007. Prior to this, the WPCF was regulated under WDR Order No. R5-00-031. The majority of violations outlined in the Regional Board's May 19 letter occurred while the WPCF was regulated under the previous WDRs.

This letter specifically addresses a number of coliform violations that the City contends were either a result of process upsets or were falsely reported values resulting from

¹ The City believes imposition of penalties for violations occurring more than three years ago is barred by the statute of limitations under the Porter-Cologne Water Quality Act (Code of Civ. Proc. §338(i)). At a minimum, a five year statute of limitations applies under federal law, as Chapter 5.5 of the Water Code to be construed "to ensure consistency" with the requirements for state programs implementing the Clean Water Act (CWC § 13372(a)), and the statute of limitations for penalties assessed pursuant to the Clean Water Act is five years. (28 U.S.C. §2462; see also *Public Interest Research Group of New Jersey, Inc. v. Powell Duffryn Terminals*, 913 F. 2d 64, 75 (3rd Cir. 1990)). If the Regional Board intends to assess penalties outside the allowable time periods, the City requests that the Regional Board explain the legal basis for this action.

sampling error. In addition, the City contends that the 7-day median coliform limitation as prescribed in the previous permit is a fixed weekly limit, not a running median as has been suggested by the Regional Board. Finally, a discussion of the City's concerns regarding a pH violation (violation 37) and a violation that occurred when the City was not discharging to surface water (violation 46) are also discussed in this letter.

Operational Upset

Violations 2 through 4

The draft record lists violations of the daily maximum coliform limitation on October 21, 2000; October 28, 2000; and November 11, 2000; respectively. As documented in the City's monthly self-monitoring reports for October and November 2000, these exceedances were a result of a failure in the WPCF's nitrification process. The City has elaborated on this issue in its November 2, 2000, and November 17, 2000 submissions to the Regional Board, which are attached to this letter. As documented, the WPCF experienced nitrification process upsets due to weather changes during this period. This was initially managed by increasing the solids retention time (SRT) to improve the process of converting ammonia to nitrate; however, a change in SRT requires some time to impact the nitrification process. Following these efforts, it appeared that the issue had been resolved; however, there was a coliform exceedance on November 11, 2000, indicating persistent effects of the nitrification upsets. Therefore, the City diverted its flows to the holding ponds to resume discharge on complete stabilization of the nitrification process. For these reason, the City contends that violations 2, 3 and 4 fall under the CWC Section 13385(f) definition of violations caused by an "operational upset". Moreover, these violations were unavoidable and occurred within a 30-day period, as specified by CWC Section 13385(f). Therefore, the City requests that the Regional Board designate these simultaneous violations as a single violation for purposes of assessing the applicable mandatory minimum penalties.

Violations 32 through 36, and 38 through 39

Exceedances of the daily maximum coliform limitation on November 8, 2005 (violation 33), and the 7-day median coliform limitation between November 8 and November 13, 2005 (violations 32, 34 – 36, and 38 - 39) also should be considered as a single violation resulting from an operational upset in accordance with CWC Section 13385(f). As documented in the City's November 18, 2005 submission to the Regional Board (attached), the November 8 daily maximum violation was caused indirectly from increased turbidity in the UV disinfection system. Although the turbidity levels were below the prescribed effluent limitation, the short-term turbidity increase interfered with the UV disinfection resulting in the exceedances of the effluent coliform. Since this occurrence, the City has taken the precaution of increasing the UV dose during periods of high turbidity, and furthermore, the City has programmed the SCADA system to detect fluctuations of effluent parameters in order to act to avoid further violations. Therefore, the City requests that the Regional Board designate these simultaneous violations as a single violation for purposes of assessing the applicable mandatory minimum penalties.

Violations 54 through 70

A number of violations of the 7-day median coliform limitation occurred in September 2007 (violations 54 through 70), including one exceedance of the daily maximum coliform limitation. Initially, the City believed that the failure of a hydraulic pump caused failure of the cleaning system for one of the UV channels, ultimately reducing disinfection capability. This was documented in the City's September 24, 2007 letter to

the Regional Board, which is attached. A second letter sent to the Regional Board on October 24, 2007 (also attached) further documented the issue, stating that the coliform exceedances were more likely caused by the construction activities associated with the City's Phase III Improvement Project. Specifically, the construction work required bypassing around the headworks facility, causing an upset in the secondary processes, which resulted in a temporary change in the flows and loading to the disinfection process. The City had also sent a letter to the Regional Board on April 25, 2007 (also attached), advising the Regional Board of the components of the City's Phase III Improvement Project that may cause a plant upsets. This letter specifically included an operations plan describing how the bypass pumping will be limited to the September 15 through November 30 period to minimize the potential impacts. (Note that the contractor actually began the bypass on September 12.) Therefore, the City contends that these violations should be exempt from MMPs in accordance with CWC Section 13385(j).

Sampling Error

Violations 13 through 31

Nineteen alleged violations of the 7-day median effluent limitation occurred during February 2005 (violations 13 through 31). These violations were encountered during the startup of the City's new tertiary filtration and UV disinfection facilities. During this period, the City was monitoring effluent coliform at a location downstream from the UV disinfection facility that was later determined to not reflect actual treatment performance. Once the monitoring location was moved to the immediate outlet from the UV facility, the coliform measurements were within the allowable limits. Thus, the reported results were not reflective of actual effluent quality and constitute over-reporting. Under the Clean Water Act's strict liability scheme, a permittee violates the Clean Water Act if it *discharges* pollutants in violation of its permit, without regard to intent. Case law has confirmed that "strict liability does not mean that a permittee may be held liable for violating its permit even if it does not in fact do so." (*United States v. Allegheny Ludlum Corp.* (3d Cir. 2004) 366 F.3d 164, 175.) The Regional Board must have evidence that the permit was in fact violated. Therefore, the City requests that violations 13 through 31 be removed from the record.

Violation 71

The draft record lists a violation of the coliform limitation on December 20, 2007; however, City's monthly self-monitoring report indicated that this exceedance was recorded due to a sampling error. This was further documented in the City's December 26, 2007 letter to the Regional Board, which is attached. Thus, the reported results were not reflective of actual effluent quality and constitute over-reporting. As stated above, the Regional Board must have evidence that the permit was in fact violated. Therefore, the City requests that violation 71 be removed from the record.

7-Day Median Limitations for Coliform

Violations 13 through 31, 32, 34 through 36, 38, 39, 41 through 45, 51, 52, 54 through 70

If these violations are not considered one violation due to upset conditions or removed from the record altogether for the reasons outlined above, the City contends that the number of violations should be reduced, as the previous WDRs do not specify that the

“7-day median” is to be calculated as a rolling median.² State Water Board guidance on implementing the MMP law provides that:

In the usual case, if the discharger exceeds an average or median effluent limitation based on a static period of time (e.g., monthly or weekly averages), it would be considered only one violation for the month or the week for the purposes of calculating mandatory penalties, as described above. Exceedances of effluent limitations *where it is specified that the average or median will be computed on a rolling basis (calculated daily)*, however, would be considered to be violations for each new time period that the average or median was exceeded. The permit, the applicable water quality control plan, and U.S. EPA guidance should be reviewed to determine how to calculate the number of violations in these cases. (SB 709 Questions and Answers, State Water Resources Control Board, April 17, 2001, pp. 15-16. (emphasis added).)

Given that the prior WDRs, unlike other permits issued by the Regional Water board, does not specify that a rolling median is to be used, the violations should be calculated using a fixed 7-day median. Assuming the 7-day median would coincide with a weekly occurrence (Monday through Sunday), the number of violations listed above would be reduced from 51 to 9.

Other Issues

Analytical Accuracy of pH Monitoring Equipment: Violation 37

The draft record lists a violation of the daily pH limitation on November 11, 2005. However, as documented in the attached November 18, 2005 submission to the Regional Board, the pH was measured at 6.44 - 6.45 for only about three hours on November 11, 2005 and pH was within allowable limits prior to and after this time period, demonstrating compliance during the greater part of the same day. Moreover, the level of accuracy of the City's pH metering equipment is such that the 6.44 value is not sufficiently precise to conclude that the effluent did not meet the 6.5 minimum pH limitations in the WDRs. Therefore, the City requests that the Regional Board eliminate this alleged violation from the record of violations subject to MMPs.

No Surface Water Discharge: Violation 46

The draft record lists a violation of the coliform limitation on December 23, 2005; however, as documented in the City's monthly self-monitoring report for December 2005, the City was not discharging to surface water on this date. Therefore, this coliform measurement does not violate the City's WDR limitations. The City requests that the Regional Board eliminate this alleged violation from the record of violations subject to MMPs.

A summary of the City's responses is provided in the attached table. Assuming the Regional Board accepts all of the City's comments and reduces the violations accordingly, the number of punishable violations would be reduced from 71 to 18 (reducing the exempted violations from 18 to 16 and the penalized violations from 53 to 2). Therefore, this action would be a significant reduction of the City's Administrative

² This is in contrast to other permits that specify coliform is to be reported as a rolling median. (See, e.g., the City's current permit Order No. R5-2007-0113, effective November 5, 2007.)

Ms. Patricia Leary
June 16, 2008
Page 5 of 8

Civil Liability (from \$159,000 to \$6,000).

The City would like to note that we are in the process of making a number of improvements to the WPCF processes in an effort to meet future surface water discharge limits and to help meet long-term land management needs, in addition to the 2005 installation of tertiary filtration and UV disinfection facilities. The successful completion of these improvements requires the completion of various studies, a great deal of effort, and expenditure of significant resources. Therefore, the City requests that the Regional Board consider these efforts, and the City's need to direct significant monetary resources to complete them, when evaluating the violations applied to the WPCF.

We appreciate the Regional Board's consideration of this matter. Following your review of this letter, we would like to schedule a meeting with the appropriate Regional Board staff to further discuss the suitable resolution of this issue.

Sincerely,



Charles E. Swimley, Jr., P.E.
Water Services Manager

CES/myn

Enclosures

cc: Blair King, City Manager
D. Stephen Schwabauer, City Attorney
F. Wally Sandelin, Public Works Director
Del Kerlin, Wastewater Treatment Superintendent
Kathryn Gies, West Yost & Associates, 131A Stony Circle, Ste. 100

Summary of Tentative MMP Violations and City Responses

Serial Number	Date	Violation Type	City's Position	Penalty
1	24-Feb-00	pH	Accept	Exempt
2	21-Oct-00	Daily Coliform	Count as one (1) violation due to upset conditions	Exempt
3	28-Oct-00	Daily Coliform		
4	11-Nov-00	Daily Coliform		
5	28-Jan-01	pH	Accept	Exempt
6	22-Feb-01	Daily Coliform	Accept	Exempt
7	26-Feb-01	pH	Accept	Not Exempt
8	22-Oct-01	TSS	Accept	Exempt
9	07-Feb-02	Daily Coliform	Accept	Exempt
10	13-Nov-02	TSS	Accept	Exempt
11	24-Dec-02	Daily Coliform	Accept	Exempt
12	06-Mar-03	Daily Coliform	Accept	Exempt
13	01-Feb-05	7-Day Coliform	Eliminate due to sampling error during start-up or count as three (3) violations of the fixed 7-day median (Monday – Sunday)	N/A
14	02-Feb-05	7-Day Coliform		
15	03-Feb-05	7-Day Coliform		
16	04-Feb-05	7-Day Coliform		
17	05-Feb-05	7-Day Coliform		
18	06-Feb-05	7-Day Coliform		
19	07-Feb-05	7-Day Coliform		
20	08-Feb-05	7-Day Coliform		
21	09-Feb-05	7-Day Coliform		
22	10-Feb-05	7-Day Coliform		
23	11-Feb-05	7-Day Coliform		
24	12-Feb-05	7-Day Coliform		
25	13-Feb-05	7-Day Coliform		
26	14-Feb-05	7-Day Coliform		
27	15-Feb-05	7-Day Coliform		
28	16-Feb-05	7-Day Coliform		
29	17-Feb-05	7-Day Coliform		
30	19-Feb-05	7-Day Coliform		
31	20-Feb-05	7-Day Coliform		

Summary of Tentative MMP Violations and City Responses, continued

Serial Number	Date	Violation Type	City's Position	Penalty
32	08-Nov-05	7-Day Coliform	Count as one (1) violation due to process upset, or count as two (2) violations: one (1) violation of the daily maximum and one (1) violation of the fixed 7-day median (Monday – Sunday)	Exempt
33	08-Nov-05	Daily Coliform		
34	09-Nov-05	7-Day Coliform		
35	10-Nov-05	7-Day Coliform		
36	11-Nov-05	7-Day Coliform		
38	12-Nov-05	7-Day Coliform		
39	13-Nov-05	7-Day Coliform		
37	11-Nov-05	pH	Eliminate due to accuracy of sampling equipment	Exempt
40	29-Nov-05	Daily Coliform	Accept	Exempt
41	30-Nov-05	7-Day Coliform	Eliminate because not a violation of the fixed 7-day median (Monday – Sunday)	N/A
42	01-Dec-05	7-Day Coliform		
43	02-Dec-05	7-Day Coliform		
44	04-Dec-05	7-Day Coliform		
45	05-Dec-05	7-Day Coliform		
46	23-Dec-05	Daily Coliform	Eliminate due to no surface water discharge	N/A
47	03-Apr-06	Daily Coliform	Accept	Exempt
48	13-Oct-06	Daily Coliform	Accept	Exempt
49	30-Oct-06	Daily Coliform	Accept	Exempt
50	12-Mar-07	Daily Coliform	Accept	Exempt
51	17-Mar-07	7-Day Coliform	Count as one (1) violation of the fixed 7-day median (Monday – Sunday)	Not Exempt
52	18-Mar-07	7-Day Coliform		
53	04-Sep-07	Daily Coliform	Accept	Exempt

Summary of Tentative MMP Violations and City Responses, continued

Serial Number	Date	Violation Type	City's Position	Penalty
54	14-Sep-07	7-Day Coliform	Eliminate because violations were caused in accordance with an operations plan that was submitted to the Regional Board at least 30 days ahead of the construction activity, or count as three (3) violations, one (1) violation of the daily maximum and two (2) violations of the fixed 7-day median (Monday – Sunday)	N/A
55	15-Sep-07	Daily Coliform		
56	15-Sep-07	7-Day Coliform		
57	16-Sep-07	7-Day Coliform		
58	17-Sep-07	7-Day Coliform		
59	18-Sep-07	7-Day Coliform		
60	19-Sep-07	7-Day Coliform		
61	20-Sep-07	7-Day Coliform		
62	21-Sep-07	7-Day Coliform		
63	22-Sep-07	7-Day Coliform		
64	24-Sep-07	7-Day Coliform		
65	25-Sep-07	7-Day Coliform		
66	26-Sep-07	7-Day Coliform		
67	27-Sep-07	7-Day Coliform		
68	28-Sep-07	7-Day Coliform		
69	29-Sep-07	7-Day Coliform		
70	30-Sep-07	7-Day Coliform	Eliminate due to sampling error	N/A
71	20-Dec-07	Daily Coliform		

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A "WAIVER OF 90-DAY HEARING REQUIREMENT FOR ADMINISTRATIVE CIVIL LIABILITY COMPLAINT" FOR THE PURPOSE OF REMITTING PAYMENT FOR THE CIVIL LIABILITY OF \$21,000 TO THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD FOR ALLEGED DISCHARGE VIOLATIONS AND FURTHER APPROPRIATING FUNDS

WHEREAS, the California Water Code Section 13385 allows the California Regional Water Quality Control Board (Board) to impose administrative civil liabilities (fines) for each discharge violation that qualified for a Mandatory Minimum Penalty (MMP); and

WHEREAS, the current MMP for both serious and non-serious violations is \$3,000 per occurrence; and

WHEREAS, on May 19, 2008, the City of Lodi received a draft Administrative Civil Liability Complaint (ACLC) from the Board outlining alleged MMPs for fifty-three non-serious discharge violations totaling \$159,000, which occurred over the eight-year period between January 1, 2000 and December 31, 2007; and

WHEREAS, the City's wastewater consultants (West Yost & Associates), along with legal counsel (Somach, Simmons and Dunn), assisted staff in preparing a June 16, 2008 response to the Board that outlined the City's position and contended only two of the fifty-three violations (\$6,000) qualified as MMPs; and

WHEREAS, upon review of the City's June 16, 2008 response, the Board agreed to reduce the MMPs from \$159,000 to \$21,000 and issued ACLC No. R5-2008-0562; and

WHEREAS, staff believes we have reached a point of diminishing returns in negotiating the fine and the costs of engaging Board staff.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a "Waiver of 90-Day Hearing Requirement for Administrative Civil Liability Complaint" to waive the Board hearing requirement in accordance with the terms of Item No. 4, and remit payment for the reduced civil liability of \$21,000 for alleged discharge violations occurring between January 1, 2000 and December 31, 2007; and

BE IT FURTHER RESOLVED that funds in the amount of \$21,000 be appropriated from the Wastewater Fund for this payment.

Dated: September 3, 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 September 3, 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 Amending Fire Mid-Management Statement of Benefits

MEETING DATE: September 3, 2008

PREPARED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt Resolution Amending Fire Mid-Management Statement of Benefits.

BACKGROUND INFORMATION: As directed by City Council through the City Manager, representatives from Fire Mid-Management and City staff began negotiations for the purpose of amending the Statement of Benefits. The recommended elements of the Statement of Benefits are as follows:

- Effective the first pay period, in which July 1, 2008 falls, represented employees shall receive a 10.5% salary adjustment.
- Effective January 1, 2009 salaries will be adjusted by a minimum 3.5% and a maximum of 5.0% based on the Consumer Price Index (CPI-W) for San Francisco wage earners.
- Amend Performance Incentive Program to Additional Compensation/Loyalty Incentive program.
- Amend appeal process for non-disciplinary actions to include mediation upon which Fire Mid-Management will incur any costs associated therein.

FISCAL IMPACT: The current year salary modifications, as recommended, would impact the General Fund by approximately **\$63,145** in Fiscal Year 2008-2009 and is within budget.

FUNDING AVAILABLE: Operating budget 102012.7101; 102013.7101; 102015.7101

Kirk Evans, Budget Manager

Dean Gualco
Human Resources Manager

Attachments

cc:

APPROVED: _____
Blair King, City Manager

CITY OF LODI

FIRE MID-MANAGEMENT
STATEMENT OF BENEFITS

JULY 2008

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FIRE MID-MANAGEMENT CLASSIFICATIONS

Fire Division Chief
Fire Battalion Chief

ARTICLE I - SALARY

- 1.1 Effective the pay period in which July 1, 2003 2008 falls, ~~all classifications~~ represented employees will receive a salary adjustment equal to 10.5% ~~equity of 50% of the salary survey as shown in Schedule A. Effective the first pay period in which January 1, 2004 falls, all classifications shall receive the other 50% of the adjustment as shown in Schedule A. The cost of living increase that is to be received the pay period in which July 1, 2003 and July 1, 2004 on this date fall will be added to the amounts shown on Schedule A.~~
- 1.2 Effective the first pay period in which ~~July 1, 2003~~ January 1, 2009 falls, ~~represented~~ employees will receive a cost of living adjustment based upon the consumer price index (CPI-W), San Francisco-Oakland-San Jose. The increase will be no less than ~~2~~ 3.5% and no greater than ~~4~~ 5% and calculated using the most recent twelve month average that is available and issued by the Department of Labor, ~~as of June 15, 2003. Effective the pay period in which July 1, 2004 falls, cost of living adjustments will be adjusted using the same methodology and a reference date of June 15, 2004.~~
- 1.3 The City of Lodi and the Fire Mid-Management group agree that the term of this agreement is July 1, 2008 to December 31, 2009.

ARTICLE II - RIGHT OF RETURN

- 2.1 The City agrees that employees reserve the right to return and discuss with the City, at any time, those issues pertaining to the terms and conditions established by Resolution 2003-132 approved by the City Council on July 16, 2003

ARTICLE III - DEFERRED COMPENSATION

- 3.1 Employees may participate in the City's Deferred Compensation Plan
- 3.2 ~~City matches up to a maximum of 2.0% of base salary. The City will matches up to a maximum of 3.0% of base salary, effective the pay period in which 1/1/04 falls.~~

ARTICLE IV - FLEXIBLE SPENDING ACCOUNT

- 4.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;
- a) Premium Conversion
 - b) Non-reimbursed Health Care
 - c) Dependent Care Reimbursement

4.2 Elections for the calendar year will be made each December, or if a change in family status occurs. Money not used by the end of each calendar year will be forfeited by the employee.

ARTICLE V - CHIROPRACTIC

5.1 Chiropractic services may be received by employees and dependents through a chiropractic insurance plan. This benefit allows up to a maximum of 40 visits per calendar year. Co-payments for services are \$10.00.

ARTICLE VI - EDUCATION INCENTIVE

6.1 Education incentives will be available to eligible employees for specified degrees, certifications, and licenses.

6.2 Associate of Arts Degree - \$50.00 per month if the :

- a) AA Degree is in Fire Science of related field;
- b) AA Degree is in a non-related field with a Fire Science Certificate from an accredited institution.
- c) Employee has AA Degree and is actively pursuing a Bachelor of Arts degree

Or:

Bachelor of Arts Degree - \$100.00 per month.

If an employee possesses a BA degree, he/she will receive a maximum of \$100.00 under Section 6.2

6.3 Employees will receive education incentive pay for the following certifications:

Certified Chief Officer	\$100.00 per month
Emergency Medical Technician	\$50.00 per month
Certified Fire Officer	\$50.00 per month
Certified Fire Investigator	\$12.50 per month
Certified Fire Instructor	\$25.00 per month
Certified Fire Prevention Officer	\$25.00 per month
Certified Public Education Officer	\$12.50 per month
Certified Fire Chief	\$25.00 per month

6.4 Employees shall receive a maximum of \$275.00 per month for education incentives. However, an additional \$25.00 per month may be earned if the employee possesses a Hazardous Materials Specialist/Technician Certificate.

ARTICLE VII - ADDITIONAL COMPENSATION LOYALTY PROGRAM

7.1 After completing ten years of service with the Lodi Fire Department, employees shall receive an annual loyalty compensation amount of \$1,500 in November of the year following completion of ten years of service and each year thereafter until completing twenty years of service with the Lodi Fire Department. Employees who have completed twenty years of service with the Lodi Fire Department will receive an annual loyalty compensation amount of \$3,000 on November of the year following completion of twenty full years of service and each year thereafter.

For the purposes of this article, all employees who as of October 31st meet the service level requirements (either ten full years or twenty full years from the first day of the month in which they started their employment with the City of Lodi Fire Department) shall receive the loyalty compensation associated with their years of service with the Lodi Fire Department.

ARTICLE VIII - OVERTIME

8.1 Due to the fact that the classifications in this bargaining unit are deemed exempt from the overtime requirements of the Fair Labor Standards Act (FLSA), the following special provisions for the payment of overtime will apply. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Overtime for Fire non-shift employees is based on a 40 hour work week. Overtime for Fire shift employees is based upon a 56 hour work week. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:

- ◆ Major storm damage requiring the dispatching of additional crews;
- ◆ The necessity to cover scheduled shifts;
- ◆ Direct supervision of crews assigned to work during normal days off to accommodate the public;
- ◆ Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service.

8.2 Overtime pay shall not be paid for the following:

- ◆ Staff meetings
- ◆ Special projects
- ◆ Conferences and seminars - except as noted below
- ◆ Appearances before City Council and commissions,
- ◆ Public information presentations,
- ◆ Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.

8.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.

8.4 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour worked.

- 8.5 No more than one hundred forty-four (144) hours of compensatory time may be carried on the books at any time.
- 8.6 Upon separation, the employee will be paid at the employee’s current hourly rate or the average of the last three years, whichever is higher for the remaining compensatory balance.
- 8.7 Upon promotion into a Mid-Management position only previously accrued compensatory time must be paid or used prior to the promotion.
- 8.8 Fire Division Chief is considered an exempt classification not subject to any of the exceptions for overtime specified in this section. However, for the purposes of and in recognition of San Joaquin County Strike Team Agreements, Division Chiefs and Battalion Chiefs will be allowed to participate in Strike Team Operations and be eligible for overtime as provided for in said agreements.

ARTICLE IX - RETIREMENT

9.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits.

- | | | |
|---------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Safety | 3% @ 50 plan | <ul style="list-style-type: none"> • 1957 Survivors Benefit • 1959 Survivors Benefit -3rd Level • Employee's 9% paid by City • Credit for Unused Sick Leave • Military Service Credit as Public Service • Single Highest Year |
|---------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ARTICLE X - VACATION LEAVE

10.1 Employees hired prior to July 1, 1994 shall receive the following vacation benefits:

Forty Hour Work Week:

Beginning with:

Date of Hire:	3.08 hours per pay period	(10 days per year)
6th year	4.62 hours per pay period	(15 days per year)
12th year	5.23 hours per pay period	(17 days per year)
15th year	6.16 hours per pay period	(20 days per year)
21st year	6.47 hours per pay period	(21 days per year)
22nd year	6.78 hours per pay period	(22 days per year)
23rd year	7.09 hours per pay period	(23 days per year)
24th year	7.40 hours per pay period	(24 days per year)
25th year	7.71 hours per pay period	(25 days per year)

Shift (56 hour work week) Employees:Beginning with:

Date of Hire:	5.54 hours per pay period
6th year	8.31 hours per pay period
15th year	11.08 hours per pay period
25 th year/above	13.85 hours per pay period

- 10.2 Vacation leave shall be used in increments of not less than quarter hours. Vacation may not be carried over to the subsequent year in excess of the amount earned in a calendar year unless authorized by the City Manager.

ARTICLE XI - ADMINISTRATIVE LEAVE

- 11.1 Employees will be given 80 hours of administrative leave (or 120 hours for shift personnel) per calendar year. Leave shall be taken in increments of not less than quarter hours. Balances must be used prior to December 30 or they will be lost.
- 11.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis. Non-shift employees will be granted eight hours leave for each full calendar month remaining in the calendar year with a maximum of 80 hours. Shift employees will be granted twelve hours leave for each full calendar month remaining in the calendar year with a maximum of 120 hours.
- 11.3 Employees separating mid-year will receive a cash pay out for unused Administrative Leave on a prorated basis in accordance with 10.2.
- 11.4 Employees are eligible to cash out up to half of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance Department.

ARTICLE XII - HOLIDAYS

- 12.1 ~~All employees shall receive either 100 hours (non-shift) or 144 (shift) of holiday leave to be scheduled at the approval of the Fire Chief~~ Effective January 2004, employees shall receive either 108 hours (non-shift) or 156 hours of holiday leave to compensate for the addition of Martin Luther King, Jr. birthday as a fixed holiday.
- 12.2 Holiday hours shall be taken in increments of not less than quarter hours and may not be carried into the following calendar year. Each year, the pay period in which December 1 falls, employees will be paid for the unused holidays at the straight-time rate as of December 31 of the year in which the holidays were earned.

ARTICLE XIII - SICK LEAVE

- 13.1 Sick Leave is earned at the rate of 3.70 hours per pay period for employees working a 40 hour work week and 5.54 hours for shift (56 hour work week) employees. There is no limit on the

amount that can be accumulated. Total sick leave accrued is 12 days per year. Sick leave shall be taken in increments of not less than quarter hours.

ARTICLE XIV - SICK LEAVE CONVERSION

- 14.1 Employees hired prior to July 1, 1994, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

OPTION #1 - "Bank"

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid for the employee and, if applicable, his/her dependents. Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops.

Employees may also use their banks money to purchase Dental and/or Vision Insurance at the current premiums until their bank is depleted.

OPTION #2 - "Conversion"

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

OPTION #3 - "Cash-Out"

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour.

OPTION #4 – "Service Credit"

A retiring employee will be able to convert unused sick leave to service credit for CalPERS retirement purposes.

- 14.2 Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "PERS CREDIT". If an individual previously qualified for the sick leave conversion option while in the United Professional Firefighters unit, they will retain their eligibility if promoted to Fire Mid-Management with an effective date of December 6, 1995. ~~Employees hired into the City under the provisions of the United Professional Firefighters MOU, shall be subject to said provisions with an effective date of December 6, 1995.~~

- 14.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in section 13.1.
- 14.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.
- 14.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.
- 14.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 13.1; Option #2.
- 14.7 Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.
- 14.8 A retiree or surviving dependent may purchase dental and vision insurance at the City group rate through the Sick Leave Conversion Bank option.

ARTICLE XV - SURVIVORS BENEFITS

15.1 The City shall pay 100% of premiums for health and dental benefits described in this MOU for the Surviving spouse and any minor children of any member of the Fire Mid-Management group who is killed or dies during the performance of official duties. Premiums will be paid at the current rate in effect at the time of the member's death. Premiums will continue to be paid by the City until such time such time as the surviving spouse is covered by other insurance or remarries, and for dependent children of the member killed in the line of duty until such time as either:

1. the children become adults, or
2. the children are covered under other alternative medical coverage provided by and through the surviving spouse or the person who he/she remarries.

ARTICLE XVI - EXECUTIVE PHYSICAL EXAMINATION

16.1 Employees may elect to receive an executive physical examination in accordance with the provisions of the City's medical insurance plan to include any and all of the following procedures as applicable and as deemed necessary by the employee's physician:

- A complete office examination
- Urinalysis
- Pap smear
- EKG (resting)
- An executive blood panel
- Mammogram
- Chest X-ray

- 16.2 Employees shall be reimbursed for costs not covered by the medical insurance for the procedures referenced in 14.1 only. Any additional tests judged necessary shall be the responsibility of the employee. Employees must submit all related receipts, attached to a claim voucher, to the Finance Department for reimbursement.

ARTICLE XVII - MEDICAL INSURANCE

- 17.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for employee only up to the highest HMO available in our geographical area. Effective as soon as administratively possible, employees will be responsible for a share of cost of their medical premiums as follows: a) Employees with no dependents - \$0.00 monthly, b) Employees with one dependent - \$80.00 monthly, c) Employees with more than one dependent - \$104.00 monthly. Employees selecting a PPO or other available plan shall also be responsible for the difference in cost between the highest HMO and the selected plan, in addition to the specified employee share of cost.. Should an employee decide to elect single medical coverage, the City of Lodi will deposit \$25.00 per pay period into the employees deferred compensation account. If no coverage is elected \$71.15 per pay period will be deposited into the employees deferred compensation account.
- 17.2 Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.

ARTICLE XVIII - DENTAL INSURANCE

- 18.1 Employees are provided fully paid family dental insurance.
- 18.2 Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XIX - VISION INSURANCE

- 19.1 Employees are provided with family vision care insurance through *Vision Service Plan*. Services and amount of coverage are outlined in the VSP Summary of Benefits.

ARTICLE XX - LIFE INSURANCE

- 20.1 Employees are provided with *term life and accidental death/dismemberment* insurance at a benefit rate of \$17,000. This benefit decreases after age 70 on a sliding scale, depending on age.
- 20.2 Employees are provided with \$100,000 of *accident insurance* while traveling on City business outside the City limits. Spouses are only covered while accompanying the City employee on City business, or while conducting business on behalf of the City.
- 20.3 Employees are also provided with a \$25,000 *accidental death* policy in the event of death resulting from a line-of-duty injury.

ARTICLE XXI - UNIFORM ALLOWANCE

- 21.1 The uniform allowance shall be ~~\$600.00~~ \$800.00 per year, paid quarterly, as part of the last bi-weekly paycheck in the months of March, June, September, and December.

ARTICLE XXII - LEAVES AND LEAVES OF ABSENCE

22.1 Employees shall receive all leaves and leaves of absence in accordance with Federal and State mandates and City policies.

22.2 Family Medical Leave

- a) Family Medical Leave is available to employees upon reasonable request unless such request qualifies and an exception to eligibility for family medical leave, or that granting the leave would cause undue hardship.
- b) Family Medical Leave is leave of absence up to a total of four (4) months from the date leave commenced within a 12-month period for the following reasons:
 - 1) Birth of a child of the employee and in order to care for such child or the placement of a child with an employee in connection with the adoption or foster care of child by an employee (such leave must be taken within the 12-month period following the child's birth or placement with employee); or
 - 2) To care for a child, parent or spouse of the employee who has a serious health condition; or
 - 3) Because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- c) The terms and conditions for leaves of absence without pay pertaining to the medical benefits are applicable to Family Medical Leave in accordance with the City of Lodi Administrative Policy and Procedure.

ARTICLE XXIII - TUITION REIMBURSEMENT

23.1 Employees shall receive the following:

- 1) Tuition costs, up to a maximum of \$1,804 per fiscal year, to be paid upon the satisfactory completion of course work.
- 2) The full cost of books required for courses taken.

The maximum amount reimbursed is based on fees for two courses of study at California State University Sacramento. This maximum amount will be updated annually. A fiscal year is the period between July 1 and June 30. The final date of class shall determine the fiscal year in which that course falls.

This section will be applied toward registration fees at an accredited College or University. Course work must be part of a program of study toward obtaining an Associate of Arts, Bachelors, or any higher degree.

ARTICLE XXIV - 56-HOUR WORK WEEK

- 24.1 The work schedule will be a schedule of “56 hours per week” with three on-duty shifts in nine 24-hour periods. For purposes of the FLSA, it is mutually understood the City has declared a 27 day work cycle.
- 24.2 If an employee assigned to a 56-hour work week schedule terminates his/her employment in the middle of a two week payroll cycle, the employee’s pay for that cycle shall be computed by multiplying the number of days between the first day of the payroll cycle and the last shift worked by eight (8) hours or the number of actually worked in that payroll cycle, whichever is greater.
- 24.3 It is agreed that if the work schedule of a Fire Mid-Management employee is a 40-hour week, then all holiday, vacation, and sick leave benefits are based on a 40-hour week rather than a 56-hour week.
- 24.4 In order to convert the hours for employees that move from a 40 hour work week to a 56-hour work week, the following formulas will be applied:

For conversion of Vacation:

- From 40 to 56 hours.....Multiply by 1.8
- From 56 to 40 hours.....Multiply by .555556

For conversion of Holiday and Sick Leave and Comp Time:

- From 40 to 56 hours.....Multiply by 1.5
- From 56 to 40 hours.....Multiply by .666667

ARTICLE XXV - PROBATION

25.1 Employees have a probationary period of one year. During probation, new hires have the same rights and privileges as regular employees, except that:

- City and employee may mutually agree to an extension of the probationary period up to six additional months.
- Termination cannot be grieved.

New hires and promotional appointments shall be eligible for a merit increase at the completion of probation. An employee who has been promoted and rejected during the probationary period from the position shall be entitled to the rights specified in Rules for Personnel Administration, Article XI, Probationary Period, Section 11.04.

ARTICLE XXVI - PERSONAL LIABILITY

26.1 Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

- A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:
1. The act or omissions was not within the scope of their employment; or
 2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
 3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.
- B. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
 2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
 3. Payment of the claim of judgment would be in the best interests of the City.

ARTICLE XXVII - GRIEVANCE PROCEDURE

- 27.1 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- A. Interpretation or application of any of the benefits listed herein.
 - B. Disputes as to whether a matter is proper subject for the Grievance Procedure.
 - C. Disputes which may be of a “class action” nature filed on behalf of the employees or the City.
- 27.2 Class action Grievances shall be submitted in writing to the City Manager or vice versa.
- 27.3 **STEP ONE**
- Discussion between the employee and the immediate supervisor, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.
- 27.4 **STEP TWO**
- If a grievance is not resolved in the initial step, then Step Two shall be a discussion between the employee, and the Department Head who shall answer within fifteen work days. This step shall be taken within fifteen work days of the date of the immediate Supervisor’s answer in Step One.

27.5 STEP THREE

If a grievance is not resolved in Step Two, Step Three shall be the presentation of the grievance, in writing, by the employee to the City Manager, who shall answer, in writing, within fifteen work days of receipt of the grievance. The City Manager's decision shall be final and binding. Step Three shall be taken within fifteen work days of the date of the answer in Step Two.

27.6 STEP FOUR

If a grievance is not resolved by the City Manager or designee, mediation may be requested (and the City will enter into) by the Fire Mid-Management group, upon which they will incur any costs associated therein.

ARTICLE XXVIII - DISCIPLINARY PROCEDURE

- 28.1 Basis: The City may discipline any employee in City service. Discipline may include discharge, demotion, suspension, reduction in pay, or oral or written reprimand. Only regular employees shall have the right to hearing and appeal as described in this section.
- 28.2 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”) disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA’s governing regulations.
- 28.3 Cause: Causes for discipline of any regular employee may include, but shall not be limited to the following:
- A. Improper or unauthorized use or abuse of sick leave.
 - B. Excessive absenteeism that prevents reasonable availability for assigned duties.
 - C. Absence without authorized leave; repeated tardiness to assigned work station; leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave has been disapproved or revoked.
 - D. Misconduct; willful or negligent violation of the personnel rules, resolutions, and/or other related ordinances including written departmental rules, regulations, and policies.
 - E. Insubordination;
 - F. Acceptance of gifts or gratuities in connection with or relating to the employee’s duties.
 - G. Conviction of a felony or misdemeanor involving moral turpitude. A plea or a verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude in deemed to be a conviction.
 - H. Fraud or the submission of false information related to employment application, payroll, or any work-related record or report.
 - I. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract with the City; or participating in any outside employment that adversely affects the employee’s City work performance; or conducting personal business on City time.
 - J. Discourteous treatment of the public or City employees or disorderly conduct on City property or on City business including fighting, or using profanity, intimidation, abusive or threatening language.

- K. Conduct that interferes with the reasonable management, operation and discipline of the City or any of its departments or divisions or failure to cooperate with superiors or fellow employees.
- L. Engaging in political activities while on duty, in uniform or using the authority associated with City employment.
- M. Violation or neglect of safety rules or practices.
- N. Behavior, either during or outside the duty hours, which is of such a nature that it causes discredit to the City or one of its operating services.
- O. Discrimination, including harassment, against other employees or members of the public on the basis of race, color, national origin, religious creed, ancestry, sex, sexual preference, marital status, age or physical handicap.
- P. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform or complete assigned tasks or training, in a prompt, competent, and reasonable manner.
- Q. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- R. Refusal to accept and carry out reasonable and proper assignment from an authorized supervisor.
- S. Possession or use of controlled substances or alcohol on City property and/or at the worksite.
- T. Intoxication, intemperance, or incapacity due to the use of controlled substances or alcohol while on duty.
- U. Failure to obtain or maintain possession of the minimum qualifications for the position.
- V. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.
- W. Unauthorized release or use of confidential information or official records.
- X. Participation in an illegal strike, work stoppage, slowdown, or other job action against the City.
- Y. Inability to perform the duties of his/her job.
- Z. Dishonesty.
- AA. Possession of firearms on the job.
- BB. Sleeping on the job.
- CC. Theft.
- DD. Retaliation for actions protected by law.

- EE. Failure to report loss of or damage caused to City equipment and/or facilities for which the employee was responsible.
- FF. Threats of violence against City employees and/or City property.
- 28.4 Persons Authorized to Take Disciplinary Action: Employee discipline may be initiated by the City department head for cause against any employee under his/her supervision. Disciplinary actions in the form of termination or discharge shall be subject to final approval from the City Manager.
- 28.5 Notice (except in the case of oral or written reprimand): Notice of Intended Disciplinary Action shall be prepared in writing by the department head proposing the discipline and shall be served on the employee in person or by registered or certified mail. Notice shall be served prior to the action becoming effective; however, where circumstances require immediate removal of the employee from the workplace, notice shall be provided within two (2) working days from the date the employee is removed from the workplace. Employees so removed shall be placed on paid leave pending imposition of discipline. A copy of the Notice of Intended Disciplinary Action shall also be filed with the Human Resources Director. The written Notice of Intended Disciplinary Action shall contain the following information:
1. The specific type of disciplinary action;
 2. The effective date of the action;
 3. The specific reason(s) or cause(s) for the actions;
 4. Notice that the employee may inspect copies of all materials upon which the action is based, and
 5. Notice that the employee has the right to respond orally or in writing within ten (10) days to the department head initiating the disciplinary action. No hearing before the City Manager is available to review oral or written reprimands.

An employee who responds orally or in writing to the department head shall be entitled to meet in an informal conference with the department head and shall be given the opportunity to rebut the charges against him/her or to state any mitigating circumstances. In the case of oral or written reprimand, the department head's decision shall be final. In the case of discharge, demotion, suspension, or reduction in pay, the department head or other City designee shall hear and consider the facts presented by the employee and shall thereafter submit a written recommendation to the City Manager to either impose, rescind or modify the proposed disciplinary action. The recommended proposed disciplinary action shall also be served on the employee. The recommendation shall contain:

6. The specific type of disciplinary action;
7. The specific reason(s) or cause(s) for the actions;

- 28.6 Final Notice of Disciplinary Action: Following review of the department head's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken, its effective date, and the employee's appeal rights.
1. Disciplinary action shall become effective on the date stated in the Final Notice of Disciplinary Action, unless the date is otherwise extended by the City Manager.
 2. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Director. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.
- 28.7 Appeal of Disciplinary Action: In the event of a demotion, suspension or dismissal, and the affected employee is not satisfied with the decision rendered by the City Manager, the employee may appeal the decision. The employee may appeal disciplinary decisions by filing a written appeal with the Human Resources Director within fifteen (15) work days following service of the Final Notice of Disciplinary Action. The written appeal shall contain a written reply to the charges against the employee and written request for an appeal hearing. The employee shall submit a copy of the appeal to the City Manager.
- 28.8 If an employee submits an appeal, the City shall refer the case to a neutral hearing officer selected through the California State Mediation and Conciliation Services to hear the appeal and submit an advisory decision to the City Manager. Selection of the hearing officer shall be made by the parties' mutually selecting a list of 7 neutral hearing officers from the office of the California State Mediation and Conciliation Services. Absent mutual agreement on a name on the list, the parties will strike names from the list for final selection of the hearing officer. The selected hearing officer shall adhere to the following standard of review and hearing procedures:
1. The appeal hearing shall be informal and strict rules of evidence shall not apply.
 2. The parties will have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Witness testimony shall be under oath or affirmation.
 3. The hearing officer may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
 4. Attendance at the appeal hearing shall be limited to those determined by the hearing officer to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the City's representatives.
 5. The appeal hearing will be held on the City's premises.

6. In conducting the appeal, the hearing officer's authority/jurisdiction shall be limited to reviewing the factual basis supporting the discipline and determining that the factual basis was reached honestly, after a fair, appropriate and procedurally correct investigation and for reasons that were not arbitrary, discriminatory or pretextual. Should the hearing officer, conducting the review specified above, affirm the factual basis for the discipline decision, he/she may not substitute his/her judgment for that of management's as to the level of discipline imposed. Should the hearing officer not affirm the factual basis for the discipline, the normal remedy will be to remand the matter to the decision level where the error occurred for reevaluation and/or correction consistent with the hearing officer's findings. In such a case, the hearing officer will have the authority to retain jurisdiction over the appeal to ensure compliance with the remand decision.
7. The cost of the hearing officer shall be borne by the City. The parties will share equally the cost of the court reporter and each side will bear their respective costs of representation.

28.9 Any decision of the City Manager shall be final and binding.

28.10 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5

Article XXIV –CITY RIGHTS

29.1 It is further understood and agree between the parties that nothing contained in this statement of benefits shall be construed to waive or reduce any rights of the City, which include but are not limited to , the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards
- Set standards of service
- Determine the procedures and standards of selection for employment
- Direct its employees
- Maintain the efficiency of governmental operations
- Determine the methods, means, and personnel by which government operations are conducted
- Take all necessary actions to carry out its mission in emergencies
- Exercise complete control and discretion and the technology of performing its work.

City Rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to make and enforce standards of conduct and discipline, and to determine the content of job classifications.

ARTICLE XXX – DEPARTMENT SANCTIONED TEAMS

- 30.1 It is the intent of the City to develop specialized teams to address a variety of special hazards and provide specialized services to the department or community. When a team is established, minimum standards for inclusion and retention as a team member shall be developed and ratified by the Fire Chief. Any member of the department who becomes a member of a recognized specialized team, shall receive a 2.5% salary increase for as long as he/she meets the minimum entry level requirements and maintains a minimum level of participation as outlined in the team membership requirements. Each employee of the department can only receive 2.5% of salary for team membership, regardless of the number of teams the employee belongs to.
- 30.2 Existing members of the Hazardous Materials Team shall remain members of the team and shall continue to receive the 2.5% salary increase. The three members of the department who meet the minimum requirements for inclusion on the Hazardous Material Team shall be able to join the team and receive the 2.5% salary increase upon ratification of this contract. However, no additional team members shall be assigned to the Hazardous Material Team until the membership falls below 12 members. There shall be a six month period for the team to develop acceptable performance standards for maintaining his/her membership on the team.
- 30.3 The development of new teams shall require the submittal of minimum entry level and performance criteria for maintenance of membership to the Fire Chief prior to the development of the team. The Fire Chief shall have the sole discretion as to the appropriate number of members per specialized team. The department shall make every effort to develop a cadre of specialized teams to adequately address the needs of its members.

Schedule A

Salary effective pay period in which July 1, 2003 2009 falls

	Step A	Step B	Step C	Step D	Step E
Fire Battalion Chief	\$5,624.91	\$5,906.16	\$6,201.47	\$6,511.54	\$6,837.12
Fire Division Chief	\$6,749.90	\$7,087.39	\$7,441.76	\$7,813.85	\$8,204.54

	Step A	Step B	Step C	Step D	Step E
Fire Battalion Chief	\$7,119.01	\$7,474.96	\$7,848.71	\$8,241.14	\$8,653.20
Fire Division Chief	\$8,542.81	\$8,969.95	\$9,418.45	\$9,889.37	\$10,383.84
Fire Division Chief (Shift)	\$6,420.24	\$6,741.25	\$7,178.31	\$7,432.23	\$7,803.84

Salary effective pay period in which January 1, 2004 falls

	Step A	Step B	Step C	Step D	Step E
Fire Battalion Chief	\$5,959.46	\$6,257.43	\$6,570.30	\$6,898.82	\$7,243.76
Fire Division Chief	\$7,151.35	\$7,508.92	\$7,884.36	\$8,278.58	\$8,692.51

Fire Mid-Management Addendum to Statement of Benefits

Attachment 1

ARTICLE IX – UNIFORM ALLOWANCE

19.1 — Uniform allowance shall be \$800.00 per year

ARTICLE XXVIII – DEPARTMENT SANCTIONED TEAMS

28.1 — ~~It is the intent of the City to develop specialized teams to address a variety of special hazards and provide specialized services to the department or community. When a team is established, minimum standards for inclusion and retention as a team member shall be developed and ratified by the Fire Chief. Any member of the department who becomes a member of a recognized specialized team, shall receive a 2.5% salary increase for as long as he/she meets the minimum entry level requirements and maintains a minimum level of participation as outlined in the team membership requirements. Each employee of the department can only receive 2.5% of salary for team membership, regardless of the number of teams the employee belongs to.~~

28.2 — ~~Existing members of the Hazardous Materials Team shall remain members of the team and shall continue to receive the 2.5% salary increase. The three members of the department who meet the minimum requirements for inclusion on the Hazardous Material Team shall be able to join the team and receive the 2.5% salary increase upon ratification of this contract. However, no additional team members shall be assigned to the Hazardous Material Team until the membership falls below 12 members. There shall be a six month period for the team to develop acceptable performance standards for maintaining his/her membership on the team.~~

30.4 ~~The development of new teams shall require the submittal of minimum entry level and performance criteria for maintenance of membership to the Fire Chief prior to the development of the team. The Fire Chief shall have the sole discretion as to the appropriate number of members per specialized team. The department shall make every effort to develop a cadre of specialized teams to adequately address the needs of its members.~~

ARTICLE XXIX – PERFORMANCE INCENTIVE BONUS

29.1 — Definition:

A Performance Incentive Bonus (PIB) is a monetary reward for meritorious performance above and beyond what is expected and required of all employees who satisfactorily meet the standards of their job.

~~The bonus shall be \$1,500.00 for those employees who have completed the service requirements of (10) years, and \$3,000.00 for those employee who have completed the service requirements of twenty (20) years.~~

~~The bonus is not a part of base salary. Receipt of the bonus for one (1) year does not affect the following year. Employees must submit a new application for each year they wish to be considered for the PIB.~~

~~It is understood that the bonus is discretionary, and is based upon meritorious performance as described in the PIB evaluation criteria.~~

~~Employees who are granted a PIB by the evaluation committee shall be issued a separate check for the appropriate amount in November of each year of this contract.~~

~~29.2 Eligibility:~~

~~To be eligible to apply for the bonus, employees must meet the following minimum qualifications:~~

- ~~1. Employees must have completed at least ten (10) full years of service in this bargaining unit with the City of Lodi by the beginning of the preceding time period being evaluated (i.e. to be eligible for consideration in November of 2004, an employee shall have had to complete ten (10) full years of service by June 30, 2004).~~
- ~~2. Employees must have, at a minimum, a rating of meets standards, in the overall factor rating listed on the performance evaluation.~~
- ~~3. Special duty assignments shall include but are not limited to: Associate, and or members of a team (maintaining team qualifications and training hours); Actively participating in team deployments; Participation in Wildland fire deployment; Performing fire investigations; Public education activities; ROP program instruction; Active committee participation; SOP design and implementation; Training class instruction; Participation with civic/community organizations.~~
- ~~4. Employees must not have received discipline issued beyond an oral reprimand.~~
- ~~5. Employees must not have received a positive drug test.~~
- ~~6. Employee must have worked a minimum of eight months during the qualifying period.~~

~~Employees must have met the minimum qualifications by the beginning of the preceding time period being evaluated.~~

29.3 Evaluation of Application (Process):

~~The PIB process shall consist of a committee evaluation, conducted on an annual basis and shall be based upon the preceding year's evaluation (July—June), and the events, activities, and actions during this same time period.~~

~~An evaluation committee shall be appointed to review and evaluate the applications. The evaluation committee shall be composed of one (1) Mid-Management representative, the Fire Chief, and one (1) representative from the Human Resources Department.~~

~~Applications for PIB must be made in writing on the designated application form within the time period allotted by the evaluation committee.~~

~~Applicants shall be evaluated only upon written documentation including but not limited to what is provided in the applicants' application, their performance evaluation and any actions and events during the rating period including but not limited to the following: attendance, disciplinary actions, service awards, commendations, etc.~~

~~The criteria used by the evaluation committee shall be determined and developed in advance of implementation by Human Resources and the Fire Chief and subject to agreement with a representative from Fire Mid-Management.~~

~~The decision of the committee shall be provided to each applicant in writing. The vote of the committee shall be in confidence. Members of the committee shall maintain confidentiality in respect to all committee processes including voting. No committee member shall disclose to any person outside the committee any discussion of the committee or information concerning the voting or process of the committee members.~~

~~The decision of the evaluation committee to grant or deny a PIB is final and binding, shall not be appealed, and is not subject to any grievance procedure. Any perceived technical errors regarding minimum qualifications for the bonus may be resubmitted for further review by the committee.~~

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY
COUNCIL APPROVING AMENDMENT TO THE
FIRE MID-MANAGEMENT STATEMENT OF
BENEFITS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the Fire Mid-Management Statement of Benefits to include the following:

- Effective the first pay period, in which July 1, 2008 falls, represented employees shall receive a 10.5% salary adjustment.
- Effective January 1, 2009 salaries will be adjusted by a minimum 3.5% and a maximum of 5.0% based on the Consumer Price Index (CPI-W) for San Francisco wage earners.
- Amend Performance Incentive Program to Additional Compensation/ Loyalty Incentive program.
- Amend appeal process for non-disciplinary actions to include mediation upon which Fire Mid-Management will incur any costs associated therein.

Dated: September 3, 2008

=====

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the Lodi City Council in a regular meeting held September 3, 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: Ordinance No. 1816 Entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 9.18 – Vending on Streets, Sidewalks, and Private Property – by Repealing and Reenacting Section 9.18.110 in its Entirety Relating to Sanitation”

MEETING DATE: September 3, 2008

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1816.

BACKGROUND INFORMATION: Ordinance No. 1816 entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Chapter 9.18 – Vending on Streets, Sidewalks, and Private Property – by Repealing and Reenacting Section 9.18.110 in its Entirety Relating to Sanitation,” was introduced at the regular City Council meeting of August 20, 2008.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov’t Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**
This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmp
Attachment

APPROVED: _____
Blair King, City Manager

ORDINANCE NO. 1816

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
AMENDING LODI MUNICIPAL CODE CHAPTER 9.18 – VENDING
ON STREETS, SIDEWALKS, AND PRIVATE PROPERTY – BY
REPEALING AND REENACTING SECTION 9.18.110 IN ITS
ENTIRETY RELATING TO SANITATION

=====

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI
AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 9.18.110, "Sanitation," is hereby repealed and reenacted to read as follows:

9.18.110 Sanitation.

- A. All motorized food wagons or conveyances shall operate out of a commissary pursuant to California Health and Safety Code Section 114287.
- B. All motorized food wagons or conveyances shall be equipped with refuse containers large enough to contain all refuse generated by the operation of such a vehicle, and the vendor of the motorized food wagon or conveyance shall pick up all refuse generated by such operation within a twenty-five foot radius of the vehicle before such vehicle is moved. No vendor shall dispose of any trash or refuse in any such public or private trash receptacle other than a trash receptacle owned, operated, or otherwise provided by and under the control of such vendor.
- C. A motorized food wagon or conveyance shall comply with California Health and Safety Code §114315 regarding the availability of adequate toilet facilities for use by food service personnel.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 3. 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 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 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 take effect thirty (30) days from and after its passage and approval.

Approved this 3rd day of September, 2008

JOANNE MOUNCE
Mayor

Attest:

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. 1816 was introduced at a regular meeting of the City Council of the City of Lodi held August 20, 2008, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held September 3, 2008, by the following vote:

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

I further certify that Ordinance No. 1816 was approved and signed by the Mayor on 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: Ordinance No. 1817 Entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 17 – Zoning – by Repealing and Reenacting Chapter 17.81 Relating to Site Plan and Architectural Approval”

MEETING DATE: September 3, 2008

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1817.

BACKGROUND INFORMATION: Ordinance No. 1817 entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 17 – Zoning – by Repealing and Reenacting Chapter 17.81 Relating to Site Plan and Architectural Approval,” was introduced at the regular City Council meeting of August 20, 2008.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov’t Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmp
Attachment

APPROVED: _____
Blair King, City Manager

ORDINANCE NO. 1817

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LODI AMENDING LODI MUNICIPAL CODE TITLE 17
– ZONING – BY REPEALING AND REENACTING
CHAPTER 17.81 RELATING TO SITE PLAN AND
ARCHITECTURAL APPROVAL

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Title 17 – Zoning – is hereby amended by repealing and reenacting Chapter 17.81, “Site Plan and Architectural Approval,” and shall read as follows:

Chapter 17.81 SITE PLAN AND ARCHITECTURAL APPROVAL

- 17.81.010 Purpose.
- 17.81.020 Committee established.
- 17.81.030 Required.
- 17.81.040 Application.
- 17.81.050 Maps and drawings.
- 17.81.060 Committee action.
- 17.81.070 Appeal from committee.

17.81.010 Purpose.

The purpose of site plan and architectural review and approval is to ensure compliance with this title (i.e. zoning ordinance) and to promote the orderly development of the City; the stability of land values; investment and the general welfare; and to help prevent the impairment or depreciation of land values and development by the erection of structures, additions, or alterations thereto without proper attention to good site planning and architectural appearance.

17.81.020 Committee established.

There is established a site plan and architectural review committee (SPARC) to assist the planning commission in reviewing site plans and architectural drawings. The membership of the committee shall consist of five members. Four of the members shall be appointed to four-year, overlapping terms by the Mayor with the approval of the City Council. The fifth member shall be a member of the Planning Commission and appointed by the Planning Commission to serve a one-year term on the committee.

17.81.030 Required.

Site plan and architectural approval is required for the following uses:

- A. Residential building proposed to be erected in areas zoned R-GA, R-MD, R-HD, R-C-P, C-1, and C-2, except single-family dwellings, duplexes, and triplexes.
- B. Commercial-professional offices and institutional buildings proposed to be erected in areas zoned R-C-P and C-1.
- C. Nonresidential buildings proposed to be erected in areas zoned C-1, C-2, and C-M.
- D. Nonresidential buildings proposed to be erected in areas zones M-1 and M-2, which abut upon areas zones R-1, R-2, R-GA, R-MD, R-HD, R-C-P, C-1, and C-2.

- E. Any use requiring a use permit (Ord. 1353 § 1, 1985: prior code § 27-18(c)); or when the Planning Commission or City Council requires a site plan and architectural review as a condition of a discretionary permit.

17.81.040 Application.

An application for site plan and architectural review shall be made by the property owner or agent on an application form provided by the City.

17.81.050 Maps and drawings.

The following maps and drawings, in duplicate, shall be submitted that show the following:

- A. A site plan of the proposed structures that compliment the neighborhood and preserve light and air on adjoining properties;
- B. Landscaping and/or fencing of yards and setback area, use of landscaping, and/or wall or fencing for screening purposes;
- C. Design of ingress and egress;
- D. Off-street parking and loading facilities;
- E. Drawings or sketches of the exterior elevations;
- F. Designation of location of existing fire hydrants.

17.81.060 Site Plan and Architectural Review.

- A. If a project falls into one of the categories of projects listed in Section 17.81.030 and requires site plan and architectural review, the review of the proposed building project will be done in the following manner:
 - 1. Planning staff shall review the site plan and architectural review application to determine if the project requires discretionary approval (use permit, variance, etc.) from the planning commission in addition to site plan and architectural review.
 - 2. If a project is determined to require a discretionary approval from the planning commission, the planning commission shall review the site plan and architectural design of the project.
 - 3. If a project falls into one of the categories listed in Section 17.81.030 but does not require a discretionary approval from the planning commission, SPARC shall review the site plan and architectural design of the project. The approval body, whether the planning commission or SPARC shall have the power to approve or disapprove the application; or to approve the application subject to compliance with such modifications or conditions as it may deem necessary to carry out the purpose of the Lodi Municipal Code and all other applicable laws and regulations.
- B. Upon approval of submitted plans and after the expiration of the ten-day appeal period, the building inspector may issue a building permit.

17.81.070 Appeals.

Any actions of the site plan and architectural review committee on matters referred to in this chapter may be appealed to the planning commission by filing, within ten business days, a written appeal to the Community Development Director. Any action of the planning commission on matters referred to in this chapter may be appealed to the City Council by filing, within ten business days, a written appeal to the City Clerk. The appeal shall be processed in accordance with Chapter 17.88, "Appeals," of the Lodi Municipal Code.

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 3rd day of September, 2008

JOANNE MOUNCE
Mayor

Attest:

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. 1817 was introduced at a regular meeting of the City Council of the City of Lodi held August 20, 2008, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held September 3, 2008, by the following vote:

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

I further certify that Ordinance No. 1817 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