



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt a Resolution approving Professional Services Agreement with LSA Associates, Inc. for Planning Services for Various Planning Functions in the Community Development Department and Authorize the City Manager to Sign the Agreement in the Amount of \$8,100 per Month for 90 hours of Guaranteed Service and, if Required, Time and Material Costs of Additional Service

MEETING DATE: May 4, 2005

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: That the City Council adopt a resolution approving professional services with LSA Associates, Inc. (LSA) for general planning services and authorize the City Manager to sign a Professional Services Agreement in an amount of \$8,100 per month for 90 hours of guaranteed service, and, if required, time and material costs of additional service.

BACKGROUND INFORMATION: The Community Development Department is tasked with many functions including planning services, code enforcement, and building code compliance. The Department is currently short-staffed with the recent departure of the Community Development Director and with a vacant City Planner position and the workload continues to build with no anticipation of a decrease in activity in the near future. As such, the City Manager is recommending that the City contract for general planning services with a consulting agency as a stop-gap until such time as a new Community Development Director and City Planner begin their employment.

To select a planning service agency, the City Manager solicited proposals from three firms with two responding. After reviewing their proposals, the City Manager, Deputy City Manager, and the Building Official interviewed the firms to further assess their availability, pricing, and experience for the necessary projects. The City Manager selected LSA and Associates, Inc. (LSA) as the preferred firm for performing the needed services.

Following is a summation of the Scope of Services for interim planning services:

1. LSA will provide a senior and/or principal level person who will be available to: a) respond to planning and/or environmental review questions that may arise on an as-needed basis b) review draft documents and reports for quality and accuracy.
2. LSA will provide a staff-level planner to assist with staffing the Planning counter and/or processing development applications on a twice per week basis.

APPROVED: 
Blair King, City Manager

LSA will accomplish requested tasks based on a minimum monthly retainer of \$8,100 (two days per week for Planner and 20 hours per month for Principal) and time and materials if extra services are required. Attached is a copy of the Professional Service Agreement.

FISCAL IMPACT:

The cost of professional services are \$8,100 per month with services being provided during the interim until such time as a Community Development Director and City Planner are hired to fill the two vacancies. Salary savings from the Community Development Director's vacancy will be used to offset the cost of the professional services. The net salary savings after deducting for the professional services costs paid for out-of-class work is \$5,850 per month. Salary with benefits budgeted in FY 05-06 for the City Planner position is \$12,333 per month.

FUNDING AVAILABLE:

General Fund Operating Budget


James R. Krueger, Finance Director


Janet S. Keeter
Deputy City Manager

Attachment: Professional Services Agreement

cc: LSA Associates, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 4th day of May, 2005 by and between the City of Lodi, hereinafter called the "CITY" and LSA Associates, Inc., hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY; and
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.
 - 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement. City shall have the right to amend the services as set forth within the Agreement by written notification to the CONSULTANT. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term of Agreement. Said services shall commence on execution and shall continue until the commencement of a new Community Development Director, as set forth in Exhibit A as described in the preceding section. At any time and for any reason City shall have the right to terminate or cancel the agreement, take possession of the CONSULTANT'S studies, preliminary reports, drawings, and other work products, insofar as they are complete and acceptable to the City, and pay the CONSULTANT such equitable proportion of the total remuneration as the work actually done by the CONSULTANT at the time of such discontinuance bears to the whole of the work required to be done by the CONSULTANT under the terms of this agreement

3. Compensation. CONSULTANT shall perform those services described and the City shall pay CONSULTANT as compensation in full a retainer of \$8,100 per month for two days per week for a Planner and 20 hours per month for a principal. CONSULTANT shall submit itemized monthly statement for work performed. Services for extra work will be paid on a time and material basis.
4. Authorization and Termination. This Agreement becomes effective when endorsed by both parties in the space provided.
5. Reliance of Professional Skill of Consultant. CONSULTANT represents that is has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work.. CONSULTANT shall assign Lynette Dias, Amy Paulsen and Jason Burke to personally participate in this project.
6. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
7. Non-Assignment. This Agreement is non-assignable either in whole or in part.
8. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
9. Validity. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
10. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Joaquin County, California. In the event of litigation between the parties hereto to enforce any provisions of the Agreement, the unsuccessful party will pay the reasonable expenses of litigation of the successful party.
11. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within with City of Lodi, or who conduct business that would place CONSULTANT in a “conflict of interest” as that term is defined in State law.
12. Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.
13. Indemnity. CONSULTANT shall defend, indemnify and hold the CITY and its officers and employees harmless from any and all claims and liabilities related to or as a result of CONSULTANTS performance of this Agreement.
14. Worker’s Compensation Insurance. The CONSULTANT, at its own cost and expense, is to procure and maintain during the continuance of this agreement, a policy of worker’s compensation or employer’s liability insurance for the protection of his employees engaged in the work required by this agreement.

15. Title to Documents. Title to all plans, specifications, reports, manuscripts, descriptions and other final work products compiled by the CONSULTANT under this agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City.

16. Notice. All notices required by the Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Lodi
P.O. Box 3006
Lodi, CA 95240-1910
ATTN: City Manager

CONSULTANT: LSA Associates, Inc.
2215 Fifth Street
Berkeley, CA 94710

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

CITY OF LODI

CONSULTANT

BLAIR KING, CITY MANAGER

Dated: _____

Dated: _____

ATTEST:

SUSAN BLACKSTON, CITY CLERK

APPROVED AS TO FORM:

D. STEPHEN SCHWAUBAUER, CITY ATTORNEY

April 26, 2005

Blair King
City Manager
City of Lodi
P.O. Box 3006
Lodi, CA 95240

Subject: Proposal for Contract Planning

Dear Blair:

LSA Associates, Inc. (LSA) is pleased to provide this proposal to provide contract planning services to the City of Lodi. We understand that the City is currently without a Community Development Director and that the City hopes to have a new director in place within four to six months. During that time, the City may need assistance with some of its planning efforts by a senior-level planner/manager and potentially a staff-level planner. LSA's proposal to assist the City with contract planning services during this interim time is described below.

Scope of Work

Assistant Planner. LSA would supplement the City planning staff with an assistant planner two days a week for a period of approximately six months. We would assign Jason Burke to this task. During the two days a week he is at the City, Jason could assist with the counter and take on specific projects and assignments. Amy Paulsen, Planner, who is assisting with the FCB projects could also be available to assist on project-specific work if needed.

Assistance to Interim Director. Lynette Dias, Principal would be available to assist the Interim Community Development Director. She would: 1) conduct a weekly conference call with the planners to discuss new projects, work load and products to be completed that week; 2) respond to planning and/or environmental review questions that may arise on an as-needed basis, 3) review draft documents and reports for quality and accuracy, 4) and attend meetings and hearings as necessary.

Estimated Cost

The cost for providing an Assistant Planner two days a week per month (~70 hours) and 20 hours of Principal time is \$8,100, which reflects a 7 percent discount off our standard hourly rates.

Blair King, City of Lodi
April 26, 2005
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LSA will invoice additional time following the close of the month on a time and material basis at the following hourly rates:

Lynette Dias, Principal	\$170.50
Jason Burke, Assistant Planner	\$77.00
Amy Paulsen, Planner	\$88.00

We look forward to working with you and your staff and appreciate the opportunity to assist the City of Lodi. Please let me know if I can provide you any additional information.

Sincerely,
LSA ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Lynette Dias', with a long horizontal flourish extending to the right.

Lynette Dias, AICP
Principal

Attachments: Schedule of Standard Contract Provisions and Billing Rates
Resumes

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. All other professional services are considered extra services. Extra services shall be provided on a time and expenses basis at the same rates specified for hourly contracts, unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided on a time and materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached, or can be made available. Hourly rates are subject to review at least annually on or about August 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus ten percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services. LSA will not invoice for travel associated costs.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. Out of pocket expenses shall be billed on a separate monthly invoice. Clients requesting changes to LSA's standard invoice may be billed for the time to develop the invoice and monthly administration of the billing.

PAYMENT OF ACCOUNTS

Terms are net 30 days. LSA offers a one percent discount on invoices paid within 30 days of the invoice date. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay in performance of its obligation results from any cause beyond its reasonable control and without its negligence.

LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing, and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

TERMINATION OF CONTRACT

Client may terminate this agreement with seven days prior notice to LSA for convenience or cause. Consultant may terminate this Agreement for convenience or cause with seven days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

REVOCAION

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

HOURLY BILLING RATES EFFECTIVE AUGUST 2004

Job Classification							Hourly Rate Range
Planning*	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$120–225
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$ 75–160
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resource Manager	Senior Biologist/ Botanist/ Wildlife Biologist/ Ecologist/ Soil Scientist/ Herpetologist / Arborist	Senior GIS Specialist	\$ 75–160
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist	Cultural Resource Manager	Biologist/ Botanist/ Wildlife Biologist / Ecologist/ Soil Scientist / Herpetologist / Arborist	GIS Specialist	\$ 50–125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Cultural Resource Analyst	Assistant Biologist/ Botanist/ Wildlife Biologist/ Ecologist/ Soil Scientist/ Herpetologist / Arborist	Assistant GIS Specialist	\$ 40–85
Field Services							
Field Director							\$ 50–100
Senior Field Crew/Field Crew							\$ 35–75
Office Services							
Research Assistant/Technician							\$ 25–50
Graphics							\$ 70–100
Office Assistant							\$ 40–75
Word Processing							\$ 60–85

* The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$250 per hour regardless of job classifications.

LSA IN-HOUSE DIRECT EXPENSES

	Unit Cost
Reproduction	\$0.10 per page
Color Reproduction (8.5x11)	\$1.00 per page
Color Reproduction (11x17)	\$3.00 per page
Mileage	
— Road	\$0.405 per mile
— Off road	\$0.555 per mile
Facsimile	\$1.00 per page
Plotting	\$5.00 per linear ft.
Diazo Printing	\$0.20 per sq. ft.
Film (developing billed separately as a direct cost)	\$5.00 per roll
Disposable camera and film (developing billed separately as a direct cost)	\$10.00 per camera
Search of Specialized Data Bases	\$100.00 per inquiry
Pen map/GPS Unit	\$200.00 per day
Arc map/GPS Unit	\$150.00 per day
Aerial Photos	\$200.00 per photo

JASON BURKE

ASSISTANT PLANNER

EXPERTISE

CEQA Document Preparation
Land Use Planning

EDUCATION

Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo, 2004

B.S., Geography, Economics Minor, Southern Oregon University, Ashland, 2001

B.A., International Studies, Southern Oregon University, Ashland, 2001

PROFESSIONAL EXPERIENCE

Assistant Planner, LSA Associates, Inc., Berkeley, California, 2004-present

Environmental Planning Intern, San Luis Obispo County, 2003-2004

Cartographic Technician, USDA Natural Resources Conservation Service, Portland, Oregon, January 2002-June 2002

Conservation Intern, Center for Ecological and Social Studies, Patzcuaro, Mexico, Summer 2001

PRINCIPAL PROFESSIONAL RESPONSIBILITIES

Jason Burke provides planning and technical assistance to project managers on a variety of environmental documents, including master environmental assessments, initial studies, environmental impact reports, and general plans. He is currently preparing three Initial Studies/Negative Declarations for the San Ramon Valley Unified School District that document school renovations and improvements. Primary tasks include site assessment, collecting and compiling local and regional data pertaining to impact analysis. He is also involved in the formulation of applicable mitigation measures for specific project impacts. For the *Los Medanos College Baseball Stadium Initial Study/Mitigated Negative Declaration*, Mr. Burke is conducting noise measurements that will establish the existing noise environment. The College, part of the Contra Costa Community College District, proposes to construct a new stadium that would host collegiate summer league baseball games. Mr. Burke is also preparing the public services and utilities section for the *Wal-Mart Project EIR* for the City of Fairfield.

Mr. Burke is also contributing to the *Sherwin-Williams Development Plan EIR* for the City of Emeryville. The 8.5- acre site, in the northwestern corner of the City's Park Avenue District and historic center, is proposed as a mixed use village with housing and commercial uses. Mr. Burke is contacting representatives of the City police, fire, recreation and parks departments, the school district, and East Bay Municipal Utility District to obtain their input and determine the project's increased demand for public services and utilities.

Prior to his employment with LSA, Mr. Burke worked as an Environmental Planning Intern with the County of San Luis Obispo where he was involved with environmental review of building and development permits.

PROFESSIONAL MEMBERSHIPS/AFFILIATIONS

American Planning Association (APA)
Omicron Delta Epsilon (Economics honors society)

AMY C. PAULSEN

PLANNER

EXPERTISE

Environmental Impact Analysis
Land Use Planning
Legislative Analysis

EDUCATION

Master of Regional Planning, University of North Carolina, Chapel Hill, 2003

B.A., International Development Studies, University of California, Los Angeles, 1996

PRINCIPAL PROFESSIONAL RESPONSIBILITIES

Amy Paulsen provides planning and technical assistance to project managers on a variety of environmental documents including initial studies, environmental impact reports, and general plans. She is currently working on the *Embarcadero Cove Project EIR* in the City of Oakland. Her tasks include preparation of land use, planning policy, geology, public services and utilities sections. She is also currently working on two program-level EIRs: the *Martinez Downtown Specific Plan EIR* for the City of Martinez and the *Draft Southside Plan EIR* for the City of Berkeley.

Ms. Paulsen has had continuing involvement with LSA's ongoing contract with the San Ramon Valley Unified School District for CEQA services related to school improvement and renovation projects. She assisted with the Initial Studies/Mitigated Negative Declarations for California High School and San Ramon High School and is currently working on the documentation for Monte Vista High School. In a similar vein, Ms. Paulsen also assisted with the *Los Medanos College Campus Initial Study/Mitigated Negative Declaration* and the *Contra Costa College Campus Improvements IS/MND* both for the Contra Costa Community College District.

Among her recently-completed projects are:

- *Santa Rosa Junior College Parking Structure EIR* for the Sonoma County Junior College District
- *University Village and Albany/Northwest Berkeley Properties Master Plan Amendment Subsequent EIR* for the University of California, Berkeley
- *Old Ranch Project EIR* for the City of San Ramon
- *North Main Street Development Projects EIR* for the City of Milpitas
- *San Jose MarketCenter Development Project EIR* for Cousins Properties, Inc.

- *Harbor Walk/Olson Company Mixed Use Project CEQA Documentation* for the City of Benicia
- *Cienega Road Realignment Project Initial Study/Mitigated Negative Declaration* for the San Benito County Public Works Department
- *Old Hernandez Road Low Water Crossing Repair Project Mitigated Negative Declaration* for the San Benito County Public Works Department

Ms. Paulsen's academic focus prior to joining LSA was on land use and growth management, coastal management policy, impact assessment, and site planning. As a research assistant in the Department of City and Regional Planning at UNC, she conducted research for an article comparing sustainable development in various parts of the country and assisted in the preparation of urban redevelopment case studies.

As a Planning Intern for Clarion Associates, she contributed to the preparation of zoning and development ordinances for the cities of Herndon, VA and Greenville, SC, and the County of Loudon, VA. Among her accomplishments was the preparation of a report on tools that communities can use to control "monster home" developments. Her responsibilities also included proposal writing and preparation of public presentations.

Ms. Paulsen's planning experience has also been gained through almost five years of service as legislative assistant to Congresswoman Loretta Sanchez and Senator Barbara Boxer. For Congresswoman Sanchez's office, she was responsible for planning issues associated with the environment, transportation, housing, water, energy, appropriations and empowerment zones. She prepared and tracked appropriation requests, analyzed and recommended positions on federal legislation, organized public meetings on behalf of the Congresswoman, and prepared background information, talking points and speeches. For Senator Boxer, Ms. Paulsen wrote memoranda and talking points and responded to constituent inquiries.

PROFESSIONAL AFFILIATIONS

American Planning Association
Association of Environmental Professionals

LYNETTE DIAS, AICP

PRINCIPAL

EXPERTISE

Environmental Review
Land Use and Policy Planning
Entitlement Processing
Project Management

EDUCATION

B.S., City and Regional Planning, California Polytechnic State University, San Luis Obispo, 1991

PRINCIPAL PROFESSIONAL RESPONSIBILITIES

Lynette Dias brings a broad range of planning experience from both the public and private development sectors. During her 15 years as a planner, Ms. Dias has been involved with a variety of land use and environmental planning projects including the preparation of CEQA documents, land use feasibility studies, and planning policy documents such as specific plans. She is educated as a planner with an emphasis on policy planning, site development and urban design. Her activities with the firm involve environmental review, site analysis, policy planning, and entitlement processing.

Projects on which Ms. Dias is currently serving as Principal-in-Charge or Project Manager include:

- *Terminal One Toll Brothers Development EIR* for the City of Richmond
- *Cypress Walk Residential Project EIR* for the City of Pacifica
- *Downtown Martinez Specific Plan EIR* for the City of Martinez
- *Pixar Phase 2 Environmental Documentation* for the City of Emeryville
- *Harbor Walk/Olson Company Mixed Use Project Initial Study/Mitigated Negative Declaration* for the City of Benicia
- *Ocean Colony Lots 24/25-33 (Carnoustie) Subdivision EIR* for the City of Half Moon Bay

Other recent projects she has managed include:

CEQA Review

- *Uptown/Forest City Residential Project EIR* for Forest City Residential West, Oakland
- *Thomas Berkley Square EIR* for Alameda County Community Development Agency
- *Strong Neighborhoods EIR* for the City of San Jose Redevelopment Agency

- *Alameda Point General Plan Amendment EIR* for the City of Alameda
- *Catellus Mixed Use Development EIR* for the City of Alameda
- *Clark Road Residential Project EIR* for the City of Richmond
- *Campbell General Plan EIR* for the City of Campbell
- *Ford Building EIR* for the City of Richmond
- *ValleyCare Medical Center EIR* for the City of Livermore
- *Electronics for Imaging Corporate Headquarters EIR* for the City of Foster City
- *Wavecrest Village Specific Plan EIR* for the City of Half Moon Bay
- *Foster/Woodstock Mixed Use Project EIR* for the City of Foster City

Land Use Plans/Studies

- *Northern Waterfront Specific Plan and EIR* for the City of Alameda
- *Tenth and Market Streets Land Use Feasibility Study*, San Francisco, for Bank of America
- *High Speed Ground Transportation Economic and Land Use Analysis* for the State of California Intercity High Speed Rail Commission

Entitlement Processing

- *Wavecrest Village Specific Plan* in the City of Half Moon Bay included development entitlements for a mixed-use development on approximately 200 acres.
- *Electronics for Imaging's (EFI) Corporate Headquarters* in Foster City included one million square feet of office and R&D development.
- Spieker Properties' *Watergate Tower IV* in Emeryville included development entitlements for one 255-room, 13-story hotel and a 13-story office tower and a 5-story parking structure.

PRESENTATIONS

Speaker, 2002 and 2003 AEP CEQA Workshop, *Understanding the California Environmental Process*. Oakland, California.

Facilitator and Juror, 2003 ULI's Urban Plan Program. Redwood High, Larkspur, California.

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners (AICP)
American Planning Association (APA)
Association of Environmental Professionals (AEP)
San Francisco Planning and Urban Research Association (SPUR)
Urban Land Institute (ULI)
Urban Plan - East Bay Geographic Coordinator

RESOLUTION NO. 2005-92

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING PROFESSIONAL SERVICES AGREEMENT
WITH LSA ASSOCIATES, INC., FOR PLANNING
SERVICES FOR VARIOUS PLANNING FUNCTIONS IN
THE COMMUNITY DEVELOPMENT DEPARTMENT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a Professional Services Agreement with LSA Associates, Inc., for planning services for various planning functions in the Community Development Department; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute the Agreement on behalf of the City of Lodi in the amount of \$8,100 per month for 90 hours of guaranteed service, and, if required, time and material costs of additional service.

Dated: May 4, 2005

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I hereby certify that Resolution No. 2005-92 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk