



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for the Development Code Update to Raney Planning and Management, Inc., of Sacramento, and Appropriating Funds (\$52,000)

MEETING DATE: December 21, 2011 ■

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Adopt Resolution awarding contract for the Development Code update to Raney Planning and Management, Inc., of Sacramento, and appropriating funds (\$52,000).

BACKGROUND INFORMATION: On September 7, 2011, the City Council authorized the release of a Request for Proposals (RFP) for the update and implementation of the Development Code, which is intended to complete a process that was started in 1999.

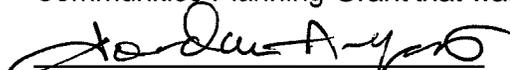
In response to that RFP, proposals from the following five consulting firms were received:

- Raney Planning and Management, Inc. - Sacramento
- PMC – Rancho Cordova
- Jacobson & Wack - Bakersfield
- AECOM – Sacramento
- Lisa Wise Consulting – San Luis Obispo

After an initial review, the field was narrowed down to the top three firms listed above and each was contacted and interviewed by the City Manager, the Neighborhood Services Manager and the Associate Planner. At the completion of the interview process, the recommendation is to contract with Raney Planning and Management for the update and implementation of the Development Code.

FISCAL IMPACT: Staff time spent on this project goes toward the City's required in-kind contribution as matching funds.

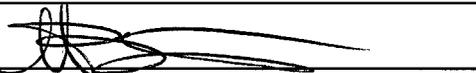
FUNDING AVAILABLE: The project is funded for \$52,000 from an allocation from the Sustainable Communities Planning Grant that was received in 2010.


Jordan Ayers, Deputy City Manager


Konradt Bartlam
Community Development Director

KB/jw
Attachment

APPROVED:


Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on January , 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and RANEY PLANNING AND MANAGEMENT, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for the review and revision of the existing preliminary draft Development Code Update and the preparation of a Public Review Draft Development Code Update for release to the public and Planning Commission, and ultimately for adoption by the Lodi City Council. (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames.

The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTORs contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on January 1, 2012 and terminates upon the completion of the Scope of Services or on April 1, 2013, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damages

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Joseph Wood, Neighborhood Services Manager

To CONTRACTOR: Raney Planning & Management, Inc.
 1501 Sports Drive
 Sacramento, CA 95834
 Attn: Tim Raney, President

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTORs regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED **AS** TO FORM:

D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR:

Raney Planning & Management, Inc.

By: _____



By: _____

Name: Tim Raney
Title: President

Attachments:

- Exhibit A - Scope of Services**
- Exhibit B - Fee Proposal**
- Exhibit C - Insurance Requirements**

Doc ID:

CA:rev.01.2011

AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A

SCOPE OF SERVICES

DEVELOPMENT CODE UPDATE

RANEY PLANNING AND MANAGEMENT, INC.



WWW.RANEYMANAGEMENT.COM

NORTHERN CALIFORNIA

1501 SPORTS DRIVE

SACRAMENTO, CA 95834

TEL: 916.372.6100 • FAX: 916.419.6108

SOUTHERN CALIFORNIA

2280 MARKET STREET, SUITE 220

RIVERSIDE, CA 92501

TEL: 951.328.0300 • FAX: 951.328.0401

October 14, 2011

Mr. Joseph Wood, Neighborhood Services Manager
City of Lodi Community Development Department
221 W. Pine Street
Lodi, CA 95240

Re: Proposal to Prepare a Development Code Update

Dear Mr. Wood

On behalf of Raney Planning & Management, Inc. (Raney), I am pleased to submit the following scope of work for preparation of a Development Code Update.

Raney's approach is to serve as planning consultants to the City, providing the most efficient, cost effective, and legally defensible document and process possible. Raney has relevant experience preparing similar planning documents, including the Oakley Zoning Ordinance, Oakley General Plan Update, Wheatland General Plan Update, and the APA award-winning Wheatland Community Vision.

In addition, Raney's key management staff are expert planners and public facilitators. President Tim Raney, AICP and Vice President Cindy Gnos, AICP have over forty years of combined planning and environmental consulting experience. Mr. Raney currently serves as Community Development Director for the City of Wheatland and previously served as a Mayor of a City of 90,000 and Interim Community Development Director for the City of Oakley. Ms. Gnos currently provides contract planning services for the City of Woodland and previous served as a planner for the Cities of Sacramento and Dixon, and has planning history with the City of Lodi.

Raney's experience as local government planning staff gives Raney a unique understanding of the planning issues associated with Development Codes and other planning policies. Together with Raney staff, we believe that we have the ability to deliver a unique approach and quality product to the City of Lodi. Raney provides each client with the highest level of professionalism, while structuring tailor-made services for every project. It is our commitment to provide you with the highest quality document, to share our experience and expertise throughout the processing, and to meet proposed budgets and schedules.

Thank you for the opportunity to submit our proposal for your consideration. We look forward to working with you and the City of Lodi in providing quality planning consulting services. If you have any questions regarding our proposal or qualifications, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Gnos".

Cindy Gnos, AICP
Vice President
cindygnos@raneymanagement.com



I. Project Understanding

Raney Planning & Management, Inc. (Raney) has prepared the following scope of services for the preparation of a Development Code Update for the City of Lodi, California.

PROJECT OVERVIEW

Project Location

The City of Lodi is located within San Joaquin County, California. As the northern most City in San Joaquin County, it is surrounded by the City of Galt to the north, the City of Stockton to the south, Interstate 5 (I-5) to the west, and Highway 99 (SR-99) to the east. The City encompasses approximately 13 square miles and has a population of approximately 63,000 people. Primary industries include wine, agribusiness, tourism, plastics, and manufacturing.

Project Description

Raney understands that the City's current Zoning Ordinance was adopted in mid-1950 and has since become outdated as a result of changes in regulations to development standards, adoption of State laws, and various amendments that have been made over many years since adoption.

The City of Lodi began the process of updating the City's Zoning Ordinance and Development Code in 1999. However, the process was halted in 2006 due to staffing and budget constraints. During the process, a Preliminary Draft and Draft Development Code were prepared. However, the draft Development Code was never finalized or released for public review.

Given the amount of time that has passed since the initial update process, the City of Lodi is seeking a consultant to review and revise the preliminary draft Development Code Update and prepare a Public Review Draft Development Code Update for release to the public and Planning Commission, and ultimately for adoption by City Council.

Raney understands that the City's goal is to update and upgrade the Development Code while maintaining a development pattern that would still be compatible with existing development in the City.

APPROACH

Raney proposes to prepare a Development Code Update in accordance with the regulations and requirements of the City of Lodi and the standard City of Lodi format. The Development Code will be prepared in an internally consistent format that is user-friendly to City staff and the public. Raney will review pertinent City documents, including the existing Zoning Ordinance and General Plan to ensure that the Development Code is consistent with the City's plans and policies.

Raney's approach is to serve as planning consultants to the City. Raney will coordinate extensively with City staff and the public throughout the Development Code Update process. In addition to the above documents, Raney will review the Preliminary Draft Development Code and associated City comments to identify any concerns or issue areas. Raney will also meet with

City staff to discuss any new information and discuss relevant laws or regulations, which should be incorporated in the Development Code.

Raney firmly believes that the level of coordination between the City and the local citizens is directly proportional to the success of the project. Raney will coordinate extensively with City staff during the public outreach process and will make ourselves available to assist the City in any way necessary to facilitate the process. President Tim Raney, AICP is an expert planner and facilitator and will be available to facilitate meeting and hearings, including presenting the different code options to assist decision makers in achieving their desired outcome. Mr. Raney has extensive experience facilitating such meetings as a Community Development Director and former Mayor of a City of 90,000. Mr. Raney will be assisted by Vice President Cindy Gnos, AICP. Ms. Gnos is also an expert planner and facilitator, with over twelve years of public sector planning experience and over eleven years of private sector planning and environmental experience. As an interesting side note, Ms. (Lauchland) Gnos previously worked part-time for the City of Lodi Planning Department over summer breaks during high school and while attending college to achieve her degree in City and Regional Planning.

Raney recognizes that individuals and groups may provide a high level of scrutiny during the planning process for the proposed project. Raney has extensive experience handling such controversies. Raney operates under a belief that some dissent and unrest regarding a new project may potentially be eliminated by the early involvement of project stakeholders and concerned citizens. This early involvement also provides Raney with an idea of which issues will be of greatest concern to the public. By identifying these issues, Raney can scrutinize the planning document to ensure that those issues are adequately addressed.

II. Technical Scope of Services

Raney has prepared the following technical scope of services for preparation of a Development Code Update for the City of Lodi, California. This scope of services identifies each task in the preparation of the necessary documents and includes an objective, approach, and work product associated with each task.

Task 1 Project Initiation

Objective

The objective of this task is to conduct a start-up meeting with representatives from the City of Lodi to coordinate and confirm assumptions regarding the proposed project and scope of the Development Code Update.

Approach

Raney will obtain any available information for the Development Code Update, including but not limited to, the current Zoning Code as well as any preliminary drafts updates and subsequent updates prepared from 1999 to 2006. Vice President Cindy Gnos, AICP and Division Manager Rod Stinson will meet with City staff for purposes of reviewing the refined scope of work for the Development Code Update, providing Raney with complete copies of all pertinent City documents and mapping, as well as materials and information prepared to date. The Raney team will review the project schedule and milestones, and will identify the role that each will play during the effort as well as a summary of meetings and products.

TASK 1 PRODUCTS

- Project Initiation Meeting.
- Refined Scope of Work, Schedule, and Budget, as necessary.

Task 2 Document Review

Objective

The objective of this task is to review the various drafts for the Development Code Update that were prepared as a result of the 1999 update effort.

Approach

Raney will review the various drafts and any other relevant information that was prepared for the Development Code Update from 1999 to 2006. Information to be reviewed will include, but not be limited to, the existing Zoning Ordinance, the 2006 Preliminary Draft Development Code, any subsequent revisions of the Preliminary Draft Development Code, and the City of Lodi General Plan.

In addition, Raney will attend one working meeting with City staff to review any issues associated with the Preliminary Draft Document as well as to discuss any new materials that the

City may want to incorporate into the Development Code Update. As requested in the RFP, Raney will prepare a detailed list of items that will require special attention or additional work in the revision of the Preliminary Draft Development Code.

TASK 2 PRODUCTS

- Review of 2006 Preliminary Draft Development Code and any subsequent revisions.
- Attendance at one (1) working meeting with City staff to discuss any issues or new information to be incorporated.
- Detailed list of items that will require special attention or additional work in the revision of the Preliminary Draft.

Task 3 Revise Preliminary Draft Development Code

Objective

The objective of this task is to revise the 2006 Preliminary Draft Development Code and to prepare a new Preliminary Development Code.

Approach

Raney will revise the 2006 Preliminary Draft Development Code and prepare a new Preliminary Draft Development Code for review by City staff. The Code will be updated to reflect new legislation and regulations related to planning and development standards since 1999. In addition, Raney will incorporate any new information as requested by the City and identified in Task 2 above.

Raney will coordinate extensively with City staff throughout the revision process to ensure that all issues have been adequately addressed and incorporated into the new Preliminary Draft Development Code. In addition, Raney will ensure that the Development Code is user friendly as well as consistent both internally and with the City's General Plan and any other relevant policy documents.

TASK 3 PRODUCTS

- Five (5) hard copies and one (1) CD copy of the new Preliminary Draft Development Code to the City of Lodi for review.
- Coordination with City staff throughout the revision process.

Task 4 Public Review of New Draft Development Code

Objective

The objective of this task is to revise the Preliminary Draft Development Code and prepare a Public Review Draft Development Code for distribution.

Approach

After City staff has reviewed the Preliminary Draft Development Code, Raney will attend one working meeting with staff to discuss City comments on Preliminary Draft Development Code.

Raney will revise the Preliminary Draft Development Code based on comments received and prepare a Public Review Draft Development Code for release to the public. In addition, Raney will conduct up to two (2) public meetings to present the Draft Development Code and gather public comments and answer any questions on the Draft Development Code, including revisions and alternatives.

During the public review process, Raney will utilize the meetings to educate the public on the purpose and content of the Development Code, highlight key areas of interest, and describe the approach. In addition, alternative approaches and the meaning of each will be described. Raney will coordinate with City staff on the best format for each meeting, which could range from a workshop setting with individual table group discussions to a more formal presentation type setting. In addition, Raney will coordinate with City staff to ensure all appropriate stakeholders have been identified.

Raney assumes that City staff will prepare the necessary noticing and will distribute the Draft Development Code to all interested parties. Raney will be available to assist City staff in noticing and distribution as necessary. Information regarding the Draft Development Code and public hearings will also be posted on the City website, as well as published in the local newspaper. Raney will coordinate with the City to be sure the best methods of public engagement are utilized.

TASK 4 PRODUCTS

- Ten (10) hard copies and twenty (20) CD copies of the Public Review Draft Development Code Update.
- Attendance at up to two (2) public meetings on the Draft Development Code Update to solicit comments.
- Assist the City in Community outreach, including but not limited to, direct mail, newspaper ads, and website posting.

Task 5 Planning Commission Review

Objective

The objective of this task is to revise the Preliminary Draft Development Code, as necessary, based on comments from the public and to present the Development Code before Planning Commission.

Approach

Raney will revise the Preliminary Draft Development Code based on comments from the public, as directed by City staff and prepare the document for presentation to Planning Commission. Raney will attend up to two (2) Hearings before Planning Commission to present the Development Code and answer questions regarding the proposed revisions, additions, alternatives, language, and the process.

Raney assumes the City will prepare the necessary noticing; however, Raney will be available to assist as necessary. Raney will prepare the staff reports and necessary materials for presentation of the Development Code, including PowerPoint, maps and graphics.

TASK 5 PRODUCTS

- Revise Preliminary Development Code, as necessary.
- Attendance at up to two (2) Planning Commission Hearings on the Development Code.
- Preparation of staff reports and presentation materials for Planning Commission Hearings.

Task 6 City Council Review / Adoption

Objective

The objective of this task is to assist City staff in presentation of the Development Code before City Council during an information study session as well as to attend the necessary City Council adoption Hearings for the Development Code.

Approach

Raney understands that City staff will conduct a minimum of one (1) information study session before City Council. Raney will assist City staff in preparing the necessary materials for the meeting, including staff reports as well as any handouts and presentation materials. Raney will be available to attend the study session to answer questions on the Development Code, if requested by the City.

In addition, Raney will attend up to two (2) City Council Hearings on the Development Code for adoption. Raney assumes that City staff will prepare the necessary noticing; however, Raney will be available to assist the City as necessary. Raney will prepare the staff reports and any necessary presentation materials for the Hearings.

TASK 6 PRODUCTS

- Preparation of staff reports and presentation materials for informational study session before City Council.
- Attendance at information study session before City Council, if requested by staff.
- Attendance at up to two (2) City Council Hearings for adoption of the Development Code.

Task 7 Prepare Final Development Code

Objective

The objective of this task is to make any final changes to the Development Code as a result of the City Council Adoption Hearings and prepare the Final Development Code for publication.

Approach

Upon adoption of the Development Code, Raney will make any necessary final revisions to the document, as directed by City Council. Raney will then prepare the Development Code for publication and display by City staff.

TASK 5 PRODUCTS

- Ten (10) hard copies and twenty (20) CD copies of the Final Development Code to City of Lodi.

III. Schedule

The following tentative schedule for preparation of the Lodi Development Code Update is based on experience preparing similar documents. This schedule could be lengthened or shortened, depending on the needs of the City of Lodi and will be finalized at the Project Initiation meeting. Factors that could lengthen or shorten the schedule include dates of receipt of project information, length of document reviews and unanticipated issues arising from City staff or public review of the documents.

TENTATIVE SCHEDULE LODI DEVELOPMENT CODE UPDATE PROJECT	
Task	Target Date
Notice to Proceed	December 1, 2011
Project Initiation	Week of December 5, 2011
Document Review and List of Pertinent Issues to City	January 20, 2012
Revised Preliminary Draft Development Code to City	March 30, 2012
Receipt of City comments on Revised Preliminary Draft Development Code	April 20, 2012
Public Review Draft of Development Code to City	May 4, 2012
Public Meetings on Draft Development Code	Week of May 21, 2012 through Week of June 18, 2012
Planning Commission Review	August 2012
City Council Review / Adoption	September 2012
Final Development Code to the City for Publication	October 2012

V. Firm Qualifications & The Raney Team

FIRM QUALIFICATIONS

Raney Planning & Management, Inc. (Raney) is proud to remain a local and privately owned planning and environmental consulting firm that continues to provide high quality services with the same key staff that it has had over the past decade.

Given the difficult economy over the past several years, the landscape of consultants providing planning services has changed. Local governments struggle to find consistent service and personnel from planning firms resulting in frustrating experience for their staff. The planning consulting industry has been diluted, company names have changed, key staff has disappeared, and the number of international corporations claiming they have experience in preparing planning documents has grown, while the quality of the process and product has diminished. Cities in the Sacramento region who desire truly local CEQA firms, where the project manager is also a key principal of the company and has full administrative authority over the contract, have had a difficult time in finding qualified firms that meet their needs.

In spite of this ever changing landscape, Raney has remained a locally owned firm since its establishment in 1999, dedicated to providing high-quality client services with a hands-on, direct, and problem-solving approach. Company President Tim Raney, AICP, together with Vice President Cindy Gnos, AICP, have built a reputation for Raney as one of the most trusted, experienced, and highly regarded small planning firms in the Sacramento region as well as in California. Raney is a highly professional, full-service firm providing public and private sector clients with a variety of services, including planning, project management, environmental review and documentation, CEQA and NEPA reports, affordable housing and community development consulting, and other municipal planning-related services.

During its over twelve years of service, Raney has completed projects in nearly half of the cities in California and has provided unmatched consulting services to over 1,000 clients. As part of our standard services, Raney has prepared and processed over 500 CEQA, NEPA, and planning documents, including Zoning Code Updates, General Plan Updates, Environmental Impact Reports, Negative Declarations, and Environmental Assessments. The staff at Raney has also provided on-call planning services to several jurisdictions, including project application review, policy and ordinance drafting, and staff report preparation and presentation.

Raney's executive management team and key staff members are expert planners and public facilitators, having made numerous presentations before community groups, Planning Commissions, City Councils, and Boards of Supervisors. Raney's planning services range from preparing land use and asset management plans, writing and facilitating the process for establishment of the award-winning Community Vision for the City of Wheatland, to providing contract planning services as an extension of City staff.

President Tim Raney and Vice President Cindy Gnos have both served as local government planning staff. Mr. Raney previously served as the Interim Community Development Director for the City of Oakley and is currently serving as the Community Development Director for the City of Wheatland. In addition, Ms. Gnos served as a planner for the City of Sacramento and the City of Dixon and currently provides planning and consulting services for the City of Woodland.

The wealth of experience outlined above enables Raney to complete the processes involved in planning, project management, and environmental review in both a timely and cost-efficient manner while ensuring that the needs and expectations of every client are satisfied. Raney's staff enables it to provide the quality, attention to detail, creative approaches, and successful on-schedule and on-budget processing that only a local firm can offer. Raney is committed to providing tailor-made services, to creating high quality, legally defensible documents, to sharing our experience and expertise throughout the process, and to meeting the proposed budget and schedule.

THE RANEY TEAM

Raney manages its staff in a very timely and cost-efficient manner. Mr. Raney and Ms. Gnos serve as the management team and oversee a staff of writers and administrative personnel. We provide a hands-on approach to providing planning services and in preparing each environmental document, serving as an extension of our client's staff. Unlike many of the larger environmental and planning firms, Raney provides each of its clients with the management core of the company. This provides our clients with the greatest level and depth of experience on each project, as well as specialized client services. Below, please find a brief description of qualifications for key management staff. Resumes are available in Appendix A.



Timothy Raney, AICP – President

As the President of Raney Planning & Management, Inc., Mr. Raney serves as the leader of the Raney team. Mr. Raney specializes in CEQA processing, planning, and facilitation, bringing over twenty years of experience to each project. Mr. Raney has managed projects for numerous clients, including the Cities of Dixon, Davis, Oakley, Sacramento, Coachella, and Wheatland as well as Placer and Imperial Counties. Mr. Raney has provided client services throughout California for the past decade and has served as a project manager for a variety of environmental documents and planning reports on projects ranging from residential and commercial development to infrastructure and roadway construction to unique projects such as marinas, military base conversion, and energy facilities. In addition, Mr. Raney has served as the Interim Community Development Director in Oakley and is currently the Community Development Director in Wheatland.

In addition, Mr. Raney has diverse experience in local government, including Mayor of a city of 90,000, Planner in the City of Sacramento's Planning Department, serving on the Board of the Sacramento Metro Chamber Metro PAC, and previously served on the Board of the Sacramento Tree Foundation. Mr. Raney has been involved in local government issues with the League of California Cities, the Commission on Local Governance for the 21st Century, and the Citrus Heights Chamber of Commerce. This experience gives Mr. Raney a better understanding of the

needs and requirements of local government. Mr. Raney has a Bachelor of Science degree in Agricultural Economics from the University of California, Davis.



Cindy Gnos. AICP – Vice President

As Raney's Vice President, Ms. Gnos brings over twenty years of experience in planning and management skills to every project. With Raney, Ms. Gnos has headed up projects in Oakley, Benicia, Brentwood, Sacramento, Woodland, Gridley, Galt, Suisun City, and Lathrop as well as in Sacramento and Yuba Counties. Ms. Gnos has managed the preparation of numerous environmental documents including program-level annexation EIRs and project-level EIRs. Ms. Gnos has also provided planning services for the Cities of Oakley, Sacramento, Wheatland, Gridley, Benicia, and Davis, as well as Sacramento County by managing the processing of development applications, preparing staff reports, and presenting at public hearings. As a planner, Ms. Gnos has managed several projects, including the Dixon Downtown Revitalization Plan and the Community Development Block Grants Program. Ms. Gnos has also overseen the planning, environmental review, and development of numerous residential, commercial, and industrial projects. As a planner for both the Cities of Dixon and Sacramento, Ms. Gnos brings a broad understanding of local government goals and objectives. With this combination of skills and knowledge, Ms. Gnos can create and implement effective strategies to complete a comprehensive environmental document and development review process. Ms. Gnos has a Bachelor of Science degree in City and Regional Planning from California Polytechnic State University, San Luis Obispo.

Roderick-Shane Stinson – Division Manager

Mr. Stinson brings experience from working at the San Luis Obispo County Air Pollution Control District to writing and designing Stormwater Pollution Prevention Plans. Mr. Stinson holds a Bachelor of Science degree in Forestry and Natural Resources Management with a concentration in Environmental Management from California Polytechnic State University, San Luis Obispo. Mr. Stinson brings a CEQA background with air and water resources experience to every project. Mr. Stinson is currently Division Manager at Raney Planning & Management, Inc. At Raney, Mr. Stinson has been involved in writing and managing the preparation of Initial Studies and Environmental Impact Reports, including the Galt Walmart, Manteca Terra Ranch, City of Sacramento's Cathedral Square and Capital Grand Tower, Teichert Marysville Surface Mining Permit Modification & PG&E Infrastructure Improvement Project Subsequent EIR, the Woodland Gateway Retail Center Subsequent EIR, Dutch Slough EIR, and the Vernalis East and West Mining Project EIR. In addition, Mr. Stinson is certified in River Restoration and Natural Channel Design.

Nick Pappani – Special Projects Manager

Nick Pappani served as the Division Manager of Raney Planning & Management, Inc. for the past several years. Recently, Mr. Pappani has relocated to southern California to pursue a Ph.D. in a different vocational arena. As part of this transition Mr. Pappani has become Special Projects Manager with Raney, serving in various management capacities, with a continued presence in the Sacramento area. Over the past several years Mr. Pappani has been involved in the writing and managing of numerous CEQA and NEPA documents, including but not limited to projects in the City of Davis, Clayton, Sacramento, Placer County, and Amador County. Mr.

Pappani currently serves as project manager for the Fairfax Conversion and Annapolis Timber Conversion projects in Sonoma County – vineyard projects involving very complex natural resources issues. Serving in this capacity, Mr. Pappani has worked closely with the lead agency, CAL FIRE, as well as involved resource agencies, such as the California Department of Fish and Game, Regional Water Quality Control Board, and California Geological Survey. Of particular noteworthiness is the comprehensive carbon sequestration analysis that Mr. Pappani spearheaded for the CEQA EIR prepared for the proposed vineyard project.

In addition, Mr. Pappani has also served as project manager for projects, including but not limited to the following: Davis Target EIR, Davis Wildhorse EIR, Commerce Station EIR, Natomas Crossing EIR, Pointe West Plaza EIR, and Amador County Pine Acres North EIR. Mr. Pappani has also served as the lead environmental consultant for the City of Clayton over the past four years. Mr. Pappani has a Bachelor of Science degree in Wildlife Biology from Humboldt State University, Arcata, California.

CURRENT PROJECTS & COMMITMENTS

Raney has the staff and resources available to complete the Lodi Development Code Update within the proposed budget and schedule. In addition, the Laurin Associates Division of Raney has been cross trained and will be available to assist Raney staff as back-up, if necessary. Raney currently has several environmental projects underway in various stages, including Administrative Drafts, out for public review, and Final Drafts. Now is a good time to have a new project get started.

RELEVANT PROJECT HISTORY

The following is a brief description of some of the relevant projects that have been prepared and/or managed by Raney. As noted previously, Raney has prepared over 500 CEQA, NEPA, and planning documents throughout northern and southern California for both public and private sector clients. A complete detailed project history is available upon request.

Oakley Zoning Ordinance

Client: City of Oakley, California

Based on Raney's experiences with the Oakley 2020 General Plan and their successful public facilitation of the approval process for the General Plan, the City of Oakley contracted Raney to complete their new Zoning Ordinance. Raney proposed a series of five basic tasks to be repeated as necessary in order to complete a successful process for creation of a comprehensive Zoning Ordinance. The tasks included project initiation, workshops and facilitation, research, preparation of the Zoning Ordinance, and preparation of the Initial Study/Negative Declaration. Raney conducted several workshops in order to provide coordination with the Planning Commission and City Council on the key issues and to review draft portions of the Oakley Zoning Ordinance prepared by Raney. At the conclusion of each workshop, Raney conducted further research in order to provide the City several options for each issue area. The cycle of workshops and research will continue as needed in order to adequately address the issues and approaches to the City's Zoning Ordinance. Raney also prepared an Initial Study, which analyzed the potential impacts the Oakley Zoning Ordinance would have on the environment.

Oakley 2020 General Plan

Client: City of Oakley, California

Raney assisted with the General Plan review process for the City of Oakley. The City required assistance to facilitate the public, Planning Commission, and City Council critique of the draft General Plan document, which was prepared for the City by another consulting firm. Through its efforts, the Raney staff enabled the City to systematically receive comments and move through the review process and meet the state-mandated adoption deadline, which enabled the City to complete its General Plan ahead of schedule.

Raney utilized a two-phase approach to the services provided in conjunction with the General Plan process. The first phase included the review of the background information prepared for the General Plan and the draft General Plan document. Raney also attended the initial meetings regarding the General Plan with staff and the Planning Commission/City Council. The second phase involved the facilitation of the General Plan approval process.

Raney also facilitated the certification of the EIR and the adoption of the General Plan through the public review process. Raney facilitated meetings with the Planning Commission and City Council in order to review and obtain consensus on the General Plan.

City of Wheatland Planning Services/General Plan and EIR

Client: City of Wheatland, California

Raney is currently serving as planning staff for the City of Wheatland. This includes taking the day-to-day planning phone calls as well as processing entitlement requests. In addition, the City of Wheatland recently updated its General Plan, which was adopted in July 2006. Raney prepared the EIR to evaluate the potential environmental impacts associated with implementation of the General Plan Land Use Diagram. More specifically, the General Plan EIR evaluated the potential environmental impacts associated with the Preferred Land Use Alternative. The Preferred Land Use Alternative was selected by the General Plan Steering Committee after the completion of several community meetings to discuss the multiple land use scenarios being considered for the Update process. The General Plan EIR certified along with the adoption of the General Plan Update Policy Document.



Wheatland Community Vision – 2009 APA Merit Award Winner for Outstanding Planning Achievement

Client: (City of Wheatland, California)

Raney assisted Wheatland City Council in establishing a long-term vision for future long-term development of the City of Wheatland, including public facilitation and drafting the Wheatland Community Vision document. Raney facilitated a series of workshops between City Council, Planning Commission, and the local citizens to produce a vision statement and guiding policies in terms of progressive urban planning and Smart Growth principles. Throughout the visioning process, citizens were encouraged to take ownership of the document and the process by incorporating their feedback in establishing a vision for the future of the City.

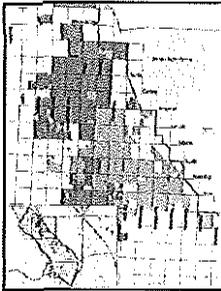
The Community Vision provides a comprehensive guide to the long-term treatment in the areas of Environmental Resources, Community Development and Design, Economic Development, Mobility, Education, Governance, Infrastructure, Public Safety, and Green Space and Recreation.

The intent of the Community Vision is to serve as a guide to City staff in making planning and policy decisions for future development of the City as well as a tool for the public to evaluate the actions of their City government as the City continues to grow. The document is further intended to be a “living” document that will continue to develop and be updated with relation to new laws, new technology, arising challenges, and ever changing needs of the community. Raney completed the draft and final Community Vision, which has been adopted by City Council.

City of Gridley Planning Services

Client: City of Gridley, California

Raney served as Planning Director while the Director was on medical leave. Raney attended the weekly project meetings and assisted staff in responding to public inquiries. In addition, Raney prepared the staff reports and attended Planning Commission and City Council meetings as needed.



Westlands Water District Land Use Asset Management Plan

Client: Westlands Water District

Raney assisted Westlands Water District to prepare and adopt a policy document that provides guidance on the management of 92,000 acres owned by the District. In order to provide the District with a highly useful document, the Plan includes a comprehensive review of the existing land use background information, appropriate mapping, and a description of assumed land use opportunities and constraints. As its primary focus, the policy document contains a set of goals, objectives, and implementation measures to be considered by the current and future Westlands’ Board of Directors, Westlands’ staff, and the public. Raney prepared the Land Use and Asset Management Plan, which has been approved by the District.

VI. References

Raney Planning & Management, Inc. has provided planning, environmental, and project management services throughout California. The following is a list (though not exhaustive) of three references for which Raney has served as the project management team.

1) City of Wheatland

Enita Elphick, Mayor
enita.elphick@unityforest.com
(530) 671-7152x100

Projects:

- Wheatland General Plan
- General Plan EIR
- Wheatland Community Vision
- Contract Planning Services

Raney Project Team Members:

- Tim Raney, AICP – Project Director
- Nick Pappani – Project Manager
- Rod Stinson – Assistant to Project Manager
- Associate staff – Technical Writers

2) City of Oakley

Rebecca Willis, Former Community Development Director (Currently Planning Director for Calaveras County)
rlwillis@co.calaveras.ca.us
(209) 754-6394

Projects:

- Oakley Zoning Ordinance
- Oakley General Plan Update
- Planning Services

Raney Project Team Members:

- Cindy Gnos, AICP – Project Director
- Tim Raney, AICP – Planning Consultant

3) City of Gridley

Andrea Redamonti, Community Development Director
aredamonti@gridley.ca.us
(530) 846-3631

Projects:

- Contract Planning Services

Raney Project Team Members

- Cindy Gnos, **AICP** – Planning Consultant

Appendix A: Raney Resumes

TIM RANEY, AICP

President

Mr. Raney has more than 20 years of local government, planning, and CEQA/NEPA experience, during which he has actively managed many of the regions most controversial projects.

EDUCATION
Graduate Studies,
Agricultural Economics
University of California,
Davis

B.S., Agricultural and
Managerial Economics
University of California,
Davis

AFFILIATIONS
American Institute of
Certified Planners
(AICP)
American Planning
Association (APA)
Sacramento Metro
Chamber

PRESIDENT

Raney Planning & Management, Inc. (April 1999 – Present)

As President of Raney, Mr. Raney provides a wide range of planning, management, and economic development services to public and private sector clients. Mr. Raney specializes in project coordination and management, CEQA processing and documentation, land use analysis, business district information, and public facilitation. With years of planning experience, he has developed a diverse and expanding network of clients, including developers, agency representatives, and state and local decision-makers. His diverse background enables him to advise his clients on effective strategies regarding government permitting processing, public involvement, and agency coordination. Mr. Raney provides quality client services, ensuring legally and procedurally accurate documentation while strictly adhering to all schedules and budgets.

COMMUNITY DEVELOPMENT DIRECTOR

City of Wheatland (2004 – Present)

As the Community Development Director for the City of Wheatland, Mr. Raney provides professional guidance and technical assistance to the City Manager, City Council, Planning Commission, and the public regarding immediate and long-range planning while working extensively with the development community, local business owners, and community residents. Mr. Raney monitors City growth and oversees implementation of the City's General Plan, processing of development applications, and makes recommendation to City Council regarding applications and development projects. Over the past 4 years, Mr. Raney has been instrumental in developing the City's Infrastructure Work Program, Community Vision, and Capital Improvement Program as well as developing and implementing the City's General Plan.

COUNCILMEMBER/MAYOR

City of Citrus Heights, CA (1997 – 2002)

Elected to serve on the first City Council, Mr. Raney was instrumental in creating the initial government structure of the City of Citrus Heights. While on City Council, Mr. Raney participated in the preparation and adoption of the City's first General Plan as well as developing a city staff to be responsible for its implementation. Mr. Raney served as Mayor of Citrus Heights in 2000 winning numerous awards for his exceptional leadership skills. This experience behind the dais has given Mr. Raney the ability to understand projects from a variety of perspectives, thereby allowing him to provide a unique skill set to Raney's clients.

PROJECT MANAGER/LAND USE PLANNER

EIP Associates (April 1993 – May 1995, November 1996 – March 1999)

INDEPENDENT CONTRACTOR/OWNER

Raney Consulting (June 1995 – November 1996)

PROJECT MANAGER/LAND USE PLANNER

City of Sacramento, CA (September 1990 – April 1993)

PROJECT MANAGER

Buzz Oates Enterprise/Assie & Co. (April 1988 – September 1990)

CINDY GNOS, AICP

Vice President

EDUCATION

Graduate Studies,
Public Policy
Administration
California State
University, Sacramento

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

AFFILIATIONS

American Institute of
Certified Planners
(AICP)
American Planning
Association (APA)

Ms. Gnos brings to Raney Planning & Management a wide range of public sector planning, management, and economic development services. Ms. Gnos specializes in land use analysis, project coordination and management, public facilitation, and CEQA processing and documentation. With nearly twelve years of public sector planning experience, she has developed an understanding of the diverse aspects of planning and community development within local governments. Her background enables her to advise clients on effective strategies regarding government permit processing, public involvement, and agency coordination.

VICE PRESIDENT/DIVISION MANAGER

Raney Planning & Management, Inc. (April 2000 – Present)

Since January **2003**, Ms. Gnos has worked under the title Division Manager and is now responsible for the day-to-day coordination of the Raney team and its efforts. **As** the principal contact for most of Raney's projects, Ms. Gnos provides high-quality, uniquely personal services to Raney's clients. Serving as Project Manager for many of Raney's projects, Ms. Gnos is exceptionally organized and skilled at providing project management services to Raney's clients. In addition to project management, Ms. Gnos is responsible for the quality and content of Raney's documents, thoroughly reviewing every document before sending it out for client review. Ms. Gnos provides the energy that keeps the Raney team running in top condition, thereby ensuring that its clients receive the very best of what Raney has to offer.

SENIOR PLANNER

City of Dixon, CA (November 1994– March 2000)

Ms. Gnos served as a planner for the City of Dixon, overseeing the planning, environmental review, and development of numerous residential, commercial, and industrial projects. Ms. Gnos coordinated the City of Dixon's downtown revitalization efforts through the management of the creation of the Dixon Downtown Revitalization Plan, and through personal participation in special downtown events. She implemented the Downtown Facade Improvement Program using Redevelopment funds. Ms. Gnos also oversaw the Community Development Block Grant (CDBG) Program for the City of Dixon which included Planning/Technical Assistance Grants and a Business Revolving Loan Fund. Ms. Gnos served as the housing coordinator for implementation of the City's Housing Element, including the use of Redevelopment Funds and HOME funds in a first-time homebuyer program.

ASSOCIATE PLANNER

City of Sacramento, CA (October 1988 - November 1994)

As a land use planner for the City of Sacramento, Ms. Gnos was responsible for processing development applications. This included pre-application meetings, environmental review, coordination with the City, developer, and neighborhoods, as well as reports and presentations to the Planning Commission and City Council. During her tenure at the City of Sacramento, she also chaired the Subdivision Review Committee.

ROD STINSON
Division Manager

EDUCATION
B.S., Forestry and
Natural Resources
California Polytechnic
State University, San
Luis Obispo

CERTIFICATIONS
Certified in River
Restoration and Natural
Channel Design.

Mr. Stinson brings to Raney Planning & Management, Inc. his technical writing and project management skills to every project. As Division Manager with Raney, Mr. Stinson assists Vice President Cindy Gnos and company President Tim Raney in the day-to-day management of the office, which includes overseeing the processing of various environmental and planning projects, management of office staff, and coordination with agency personnel and project applicants.

**DIVISION MANAGER/ASSISTANT DIVISION MANAGER/SENIOR
ASSOCIATE/ASSOCIATE**

Raney Planning & Management, Inc. (May 2005 – Present)

Since June 2010, Mr. Stinson has worked under the title Division Manager and is responsible for assisting Vice President Cindy Gnos and company President Tim Raney in the day-to-day coordination of the Raney team and its efforts. Since arriving at Raney, Mr. Stinson has been involved in the writing of numerous EIRs and has served as the project manager for EIRs such as the Gilbert Property EIR in Oakley, CA; the Woodland Gateway Retail Center EIR in Woodland, CA; the Cathedral Square EIR in Sacramento, CA; and the Vernalis Mine West and East EIR in San Joaquin County, CA. Mr. Stinson has also managed and written several Initial Studies for cities including but not limited to, Wheatland, Woodland, Sacramento, Oakley, Brentwood, Gridley, and Clayton. In addition to CEQA documentation experience, Mr. Stinson has also provided environmental and land use planning services for various jurisdictions during his time at Raney, including extensive use of GIS in the analysis and presentation of data.

ESTIMATOR/ENVIRONMENTAL SPECIALIST

Thunder Mountain Enterprises, Inc. (October 2003 to May 2005)

Mr. Stinson began at Thunder Mountain Enterprises, Inc. preparing Stormwater Pollution Prevention Plans utilizing erosion and sediment control Best Management Practices. In this position Mr. Stinson was trained in AutoCAD and expanded his knowledge of hydrology and fluvial processes. After four months with the company Mr. Stinson was promoted to department head of the Estimating Department where he developed and managed procedures for the department. Mr. Stinson was tasked to develop new markets for the company while maintaining their existing workflow market. In addition, Mr. Stinson set the budgets for the 2004 and 2005 fiscal years as well as secured over \$600,000 of revenue in the first year of existence. As Estimator, Mr. Stinson performed sales, estimating, project management, and contract administration.

SUMMER INTERN

City of Yuma, AZ (June to September 2002)

STUDENT INTERN

San Luis Obispo County Air Pollution Control District (July to September 2001)

NICK PAPPANI
Special Projects Manager

EDUCATION
Rife Biology,
et
C State
University, Humboldt

Mr. Pappani brings to Raney Planning & Management his technical writing and strong analytical skills to every project. Nick Pappani served as the Division Manager of Raney Planning & Management, Inc. for the past several years. Recently, Mr. Pappani has relocated to southern California to pursue a Ph.D. in a different vocational arena. As part of this transition Mr. Pappani has become Special Projects Manager with Raney, serving in various management capacities, with a continued presence in the Sacramento area. Mr. Pappani assists the core management team of Raney in the day-to-day management of special projects.

DIVISION MANAGER SENIOR ASSOCIATE
Raney Planning & Management, Inc. (September 2002 - August 2010)

From January 2006 to August 2010, Mr. Pappani worked under the title Division Manager, being responsible for assisting Vice President, Cindy Gnos, and company President, Tim Raney, in the day-to-day coordination of the Raney team and its efforts. Since his arrival at Raney, Mr. Pappani has been involved in the writing of numerous EIRs and has served as the project manager for EIRs such as the Covell Village EIR and Target EIR in Davis, CA, the Woodland Gateway and Auto Center EIR in Woodland, CA, the Marseilles EIR in Brentwood, CA, as well as the Timberline at Auburn, Bohemia Retail, and Rancho Del Oro Estates EIRs in Placer County, CA. Mr. Pappani has also written several Initial Studies for Cities including but not limited to, Folsom, Woodland, Sacramento, Oakley, Brentwood, Stockton, and Clayton. In addition to CEQA documentation experience, Mr. Pappani has also provided planning services for various jurisdictions during his time at Raney, including but not limited to serving as a contract planner for the City of Wheatland, and Clayton, CA.

WILDLIFE TECHNICIAN
Grand Canyon National Park, AZ (May to August 1999 and 2000)

Mr. Pappani utilized his field research skills obtained at Humboldt State University to collect pertinent wildlife data for the Park Service. In addition to conducting numerous field studies for special-status species and keeping detailed records of all collected data, Mr. Pappani was appointed as crew leader in the absence of the acting crew leader, which involved appointing tasks to other staff and managing their workload.

FIELD TECHNICIAN
LBJ Enterprises, Eureka, CA (May to August 1998)

Mr. Pappani conducted research for an environmental consulting firm located in Eureka, CA. Mr. Pappani's primary duties included conducting detailed plant and animal surveys throughout Six Rivers National Forest. The animal surveys focused on detecting the presence/absence of the Federally Threatened Marbled Murrelet within Six Rivers National Forest.

AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT B

FEE PROPOSAL

DEVELOPMENT CODE UPDATE

RANEY PLANNING AND MANAGEMENT, INC.

IV. Cost Proposal

The cost for completion of the Lodi Development Code Update is \$47,800. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the chart on the following page. Costs for the Development Code preparation will be billed on a not-to-exceed basis, following Raney standard billing rates included in the attached spreadsheet. The following assumptions were used in the calculations:

- Raney will attend meetings with the City staff as well as public hearings as described in the scope of work. Raney assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet. Additional meetings and hearings are easily accommodated and will be billed on a time-and-materials basis, as directed.
- Raney costs are based on the assumption that the existing data and information for the City of Lodi and the Development Code will be provided by the City for the preparation of the Revised Development Code.
- Specific amounts of time for revisions to the Revised Development Code and Draft Development Code have been assumed. Raney expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- Raney will provide to the City of Lodi the number of copies of the documents as indicated in the technical scope of services. The cost for copying will be billed to the City at actual cost.
- Raney assumes that once a Notice to Proceed is issued, the preparation of the Development Code would be a continuous process without excessive delays. Raney would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.
- Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional public meetings; printing of additional copies of reports; analysis of additional issues above those discussed in this proposal or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the documents beyond that described in this proposal; attendance at additional in-house meetings beyond those budgeted; and excessive comments on the planning documents. Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

COST PROPOSAL						
CITY OF LODI DEVELOPMENT CODE UPDATE						
		Tim Raney, AICP President	Cindy Gnos, AICP Vice President	Rod Stinson Division Manager	Associate	Cost Per Subtask
Task 1	Project Initiation	2	4	4		\$ 1,284
Task 2	Document Review	8	26	10	20	\$ 8,990
Task 3	Revise Preliminary Draft Development Code	6	32	12	40	\$ 11,600
Task 4	Public Review of New Draft Development Code	24	20	8	4	\$ 9,680
Task 5	Planning Commission Review	10	12	8	12	\$ 6,180
Task 6	City Council Review/Adoption	10	12	8	12	\$ 6,180
Task 7	Prepare Final Development Code for Publication		6	6	20	\$ 2,760
	Total Hours	60	112	56	108	
	Hourly Rate	\$ 210	\$ 160	\$ 135	\$ 90	
	Total Labor	\$ 12,600	\$ 17,920	\$ 7,560	\$ 9,720	\$ 47,800
	Total Planning Services Budget					\$ 47,800
	Other Expenses					
	Copying/Printing/Travel/Postage/Etc.					Billed at Cost

AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT C

INSURANCE REQUIREMENTS

DEVELOPMENT CODE UPDATE

RANEY PLANNING AND MANAGEMENT, INC.



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as 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>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$2,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

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.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primaw Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) 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 Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, 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 Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND#	BUS. UNIT#	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	444	4441	5569	HUD-Sustainable Communities Grant	\$52,000
B. USE OF FINANCING	444	444001	7323	Development Code Update	\$52,000

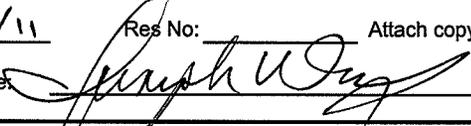
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. if you need more space, use an additional sheet and attach to this form.

The Development Code Update is a project that is being funded through a Sustainable Communities Planning Grant that was received in **2010**. The Grant funds are received as a reimbursement for eligible project expenses. **\$52,000** of the grant funds have been allocated to the Development Code Update project and will be used for contract services to Raney Planning and Management, Inc.

if Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 12/21/11 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: 

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2011-188

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT FOR THE DEVELOPMENT
CODE UPDATE TO RANEY PLANNING AND
MANAGEMENT, INC., AND APPROPRIATING FUNDS

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WHEREAS, in answer to the request for proposals that was duly approved by the City Council on September 7, 2011, proposals were received and opened on November 30, 2011, at 4:00 p.m. for contract services for the Development Code update; and

WHEREAS, based on the review of the proposals, three firms were invited to participate in the interview process. Based on the results of the interview process, staff has recommended that the contract for the Development Code update be awarded to Raney Planning and Management, Inc., of Sacramento, in an amount not to exceed \$52,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for professional services for the Development Code update to Raney Planning and Management, Inc., of Sacramento, in an amount not to exceed \$52,000; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City manager to execute the contract on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that funds be appropriated from the Sustainable Communities Planning Grant for this project.

Dated: December 21, 2011

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I hereby certify that Resolution No. 2011-188 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 21, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Johnson

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk