



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: May 18, 2011

Time: Closed Session 5:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

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

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Dean Gualco, Human Resources Manager (Labor Negotiator), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Pursuant to Government Code §54956.9(c); One Potential Case; Conference with Legal Counsel – Initiation of Litigation: City of Lodi v. Lodi Police Officers' Association Regarding 2007-2011 Memorandum of Understanding; and Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Lodi Police Officers' Association Against City of Lodi Based on Concession Agreements

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Quarterly Update by the Greater Lodi Area Youth Commission (PRCS)

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

- C-1 Receive Register of Claims in the Amount of \$2,090,312.29 (FIN)
- C-2 Approve Minutes (CLK)
 - a) April 26, 2011 (Shirtsleeve Session)
 - b) May 3, 2011 (Shirtsleeve Session)
 - c) May 4, 2011 (Special Meeting)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for 2011 Alley Reconstruction Project (PW)

Res. C-4 Adopt Resolution Approving the Purchase and Installation of Permanent Recognition Plaques for Current Art in Public Places Pieces and Appropriating Funds (\$3,164.81) (PRCS)

- Res. C-5 Adopt Resolution Authorizing the City Manager to Execute Two-Year Contract and Contract Extensions for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees with Cintas, of Stockton (\$88,310.30) (PW)
- Res. C-6 Adopt Resolution Authorizing the City Manager to Execute Contract for 2011 Extruded Thermoplastic Traffic Stripes, Various City Streets, with Centerline Striping Company, Inc., of Elk Grove (\$27,965) (PW)
- Res. C-7 Adopt Resolution Authorizing the City Manager to Execute an Agreement with Osmose Utilities Services, Inc., of Tyrone, GA, for Electric Utility Pole Inspection, Testing, and Treatment with Administration by the Electric Utility Director (\$110,000) (EUD)
- Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement for Cal/OSHA Required Service on Vehicles with Altec Industries, Inc., of Dixon, CA, for a Five-Year Term with Administration by the Electric Utility Director (Not to Exceed \$25,000 Annually) (EUD)
- Res. C-9 Adopt Resolution Authorizing Specific Staff Members of York Risk Services Group, Inc. as Signers on the City of Lodi Workers Compensation Claims Management Account (CM)
- C-10 Accept Improvements Under Contract for DeBenedetti Park – Electrical Improvements, 2350 South Lower Sacramento Road (PW)
- Res. C-11 Adopt Resolution Approving Submittal of Grant Documents to California Emergency Management Agency Homeland Security and Authorizing Transportation Manager to Submit All Necessary Paperwork and Reimbursement Requests (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to File Claim for 2010/11 Transportation Development Act Funds in the Amount of \$1,710,558 from Local Transportation Fund and \$217,922 from State Transit Assistance Fund (PW)
- Res. C-13 Adopt Resolution Authorizing the City Manager to Allocate Additional Funds to the Lodi Energy Efficiency Financing Program (\$150,000) (EUD)
- Res. C-14 Adopt Resolution Authorizing the Issuance of a CAL-Card Procurement Card to Interim Fire Chief Dan Haverty (CM)
- C-15 Receive Report Regarding League of California Cities Communications Pertaining to Assembly Bill 506 and Senate Bill 286 (CLK)
- C-16 Approve Amendment to City Council Protocol Manual by Adding Section 7.9 Regarding Communications at the Request of the League of California Cities (CLK)
- Res. C-17 Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments,
Res. Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and
Res. Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12; and Set Public Hearing for June 15, 2011 (PW)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

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

G. Public Hearings

- Ord. G-1 Public Hearing to Consider Introducing an Ordinance on Economic Incentive Rate Discounts
(Introduce) (EUD)
- Res. G-2 Public Hearing to Consider Adopting Resolution Setting Wastewater Rates for Residential,
Commercial, and Industrial Customers (PW)

H. Communications

- H-1 Appointments to the Lodi Animal Advisory Commission, Greater Lodi Area Youth Commission ~
Adult Advisors, and Site Plan and Architectural Review Committee (CLK)
- H-2 Post for Vacancies on the Personnel Board of Review (CLK)

I. Regular Calendar

- Ord. I-1 Introduce Ordinance Rezoning the South Hutchins Annexation Project (CA)
(Introduce) **NOTE: This item is a quasi-judicial hearing and requires disclosure of ex parte communications as set forth in Resolution No. 2006-31**
- Res. I-2 Adopt Resolution Authorizing the City Manager and Treasurer to Execute All Agreements
Necessary to Award Contracts to Bank of the West for General Banking Services and to Bank
of America for Lockbox Services (CM)

J. Ordinances – None

K. Adjournment

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

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Quarterly Update by the Greater Lodi Area Youth Commission
MEETING DATE: May 18, 2011
PREPARED BY: Lodi Youth Commission Liaison

RECOMMENDED ACTION: Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission and also recognize the following students that have been honored as Teen of the Month: February 2011, Danielle Gardea; March 2011, Haley Addington; and April 2011, Hope Kuehne.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

James M. Rodems
Parks, Recreation, and Cultural Services Director

Prepared by: Brad Vander Hamm, Liaison
Greater Lodi Area Youth Commission

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Register of Claims through April 28, 2011 in the Total Amount of \$2,090,312.29

MEETING DATE: May 18, 2011

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$2,090,312.29.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$2,090,312.29 through 4/28/11. Also attached is Payroll in the amount of \$1,233,423.68.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

Page - 1
Date - 05/03/11

As of Thursday	Fund	Name	Amount
04/28/11	00100	General Fund	839,064.45
	00123	Info Systems Replacement Fund	3,382.86
	00160	Electric Utility Fund	142,746.10
	00164	Public Benefits Fund	63,563.16
	00166	Solar Surcharge Fund	65,322.00
	00167	Energy Efficiency & CBGP-ARRA	5,355.00
	00170	Waste Water Utility Fund	26,079.16
	00171	Waste Wtr Util-Capital Outlay	38,585.01
	00180	Water Utility Fund	11,046.28
	00181	Water Utility-Capital Outlay	23,875.36
	00182	IMF Water Facilities	19.98
	00210	Library Fund	3,784.85
	00230	Asset Seizure Fund	999.00
	00234	Local Law Enforce Block Grant	1,777.66
	00250	LFD-Federal Grants	182.16
	00260	Internal Service/Equip Maint	35,521.28
	00270	Employee Benefits	512,135.52
	00310	Worker's Comp Insurance	29,292.31
	00320	Street Fund	1,837.75
	00321	Gas Tax-2105,2106,2107	6,267.63
	00325	Measure K Funds	19,678.38
	00331	Federal - Streets	9,619.69
	00340	Comm Dev Special Rev Fund	1,857.53
	00345	Community Center	10,152.53
	00346	Recreation Fund	9,154.94
	00447	First Time Homebuyers-FTHB	153.78
	00459	H U D	36,890.40
	00550	SJC Facilities Fees-Future Dev	21,697.56
	01211	Capital Outlay/General Fund	114.12
	01214	Arts in Public Places	11,250.00
	01250	Dial-a-Ride/Transportation	142,098.18
	01410	Expendable Trust	16,557.52
Sum			2,090,062.15
	00190	Central Plume	250.14
Sum			250.14
Total Sum			2,090,312.29

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	04/17/11	00100	General Fund	711,031.12
		00160	Electric Utility Fund	155,963.69
		00161	Utility Outlay Reserve Fund	8,416.67
		00164	Public Benefits Fund	3,783.78
		00170	Waste Water Utility Fund	109,048.46
		00180	Water Utility Fund	717.64
		00210	Library Fund	32,026.02
		00235	LPD-Public Safety Prog AB 1913	1,913.60
		00260	Internal Service/Equip Maint	19,595.26
		00321	Gas Tax-2105,2106,2107	31,300.80
		00340	Comm Dev Special Rev Fund	22,585.25
		00345	Community Center	24,953.11
		00346	Recreation Fund	50,682.04
		01250	Dial-a-Ride/Transportation	7,046.72
Pay Period Total:				
			Sum	1,179,064.16
Retiree	05/31/11	00100	General Fund	54,359.52
Pay Period Total:				
			Sum	54,359.52



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) April 26, 2011 (Shirtsleeve Session)
b) May 3, 2011 (Shirtsleeve Session)
c) May 4, 2011 (Special Meeting)

MEETING DATE: May 18, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) April 26, 2011 (Shirtsleeve Session)
b) May 3, 2011 (Shirtsleeve Session)
c) May 4, 2011 (Special Meeting)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, APRIL 26, 2011**

The April 26, 2011, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 3, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 3, 2011, commencing at 7:00 a.m.

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

Absent: None

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

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2011/12 Budget (CM)

City Manager Rad Bartlam and Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the fiscal year 2011/12 budget. Specific topics of discussion included general economic conditions, general fund revenue, fund balances, housing, property values, foreclosures, employment, State budget impacts, grant losses, employee contributions, top ten general fund revenue sources, sales tax, property tax, pilot program, operating transfers, reserve status, and the budget adoption schedule.

In response to Council Member Hansen, Mr. Ayers stated the 0.37 percent for foreclosures has held steady for Lodi.

In response to Mayor Johnson, Mr. Bartlam stated the COPS grant part-time officers perform a variety of tasks including fleet coordination, background checks, and fraud investigations.

In response to Mayor Johnson, Mr. Bartlam stated the reserve officer program is volunteer-based.

In response to Council Member Nakanishi, Mr. Ayers stated the police hiring grant allows the City to hire up to four police officers and the grant runs through 2013.

In response to Mayor Johnson, Mr. Ayers stated uncollectible late payments total approximately \$500,000 to \$600,000 of \$70 million.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated debt collections are transmitted to a collection agency quarterly.

In response to Council Member Hansen, Mr. Bartlam stated the projected sales tax is approximately \$8.8 million versus three years ago when it was \$6.8 million and the primary difference is Costco, which is expected to open in one month.

In response to Council Member Hansen, Mr. Ayers stated the general housing prices have declined along with foreclosures and short sales. Mr. Bartlam stated the property tax formula for annexations may have changed but there cannot be any unilateral changes in the base formula.

In response to Council Member Nakanishi, Mr. Ayers stated a franchise fee in the case of a private utility would require a franchise agreement based on gross sales in the area.

In response to Mayor Johnson, Mr. Ayers stated in 2007 the City's consultant reviewed current formulas for funding and fees.

In response to Council Member Nakanishi, Mr. Ayers stated the \$3.9 million reserve is about 35 days of operating.

In response to Council Member Nakanishi, Mr. Bartlam stated local cities do not have the borrowing options that state and federal governments have and generally only borrow for capital projects and not operations.

In response to Council Member Hansen and Mayor Pro Tempore Mounce, Mr. Ayers stated he will forward the debt comparison amounts for similarly sized cities.

In response to Myrna Wetzel, Mr. Bartlam stated 45 days is not a hard fixed general reserve amount although there is a days in cash formula for the electric reserve.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:31 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 4, 2011**

A. Call to Order / Roll Call

The Special City Council meeting of May 4, 2011, was called to order by Mayor Johnson at 8:00 p.m.

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

Absent: None

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

B. Regular Calendar

B-1 Authorize the City Manager to Execute an Agreement with Dan M. Haverty for Interim Fire Chief Services (CM)

City Manager Bartlam provided a brief presentation as set forth in the staff report regarding the proposed employment agreement for interim fire chief services. Specific topics of discussion included the terms of the agreement, proposed salary, and responsibilities for the position.

In response to Mayor Pro Tempore Mounce, Mr. Bartlam stated the total compensation for the former fire chief was \$113 per hour and the proposed rate for the interim fire chief is \$90 per hour. Further, Mr. Bartlam stated his decision was partially based on workload considerations for the current five battalion chiefs, three of which also perform shift work.

In response to Council Member Hansen, Mr. Bartlam stated that, similar to the interim police chief position, he has found outside insight to be informative.

In response to Council Member Nakanishi, Mr. Bartlam stated he has received mixed reaction from current fire employees regarding hiring a fire chief from the outside instead of within the department.

In response to Mayor Pro Tempore Mounce, Mr. Bartlam stated a departmental committee was formed when Fire Station #4 was constructed and he anticipates there will be a similar committee for Fire Station #2.

Discussion ensued amongst Mayor Pro Tempore Mounce, City Manager Bartlam, and Battalion Chief Murray regarding recruiting from within the department, workload considerations, cost savings, and the five- to six-month time frame for recruitment.

Mayor Johnson made a motion, second by Council Member Hansen, to authorize the City Manager to execute an agreement with Dan M. Haverty for interim fire chief services.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:13 p.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for 2011 Alley Reconstruction Project

MEETING DATE: May 18, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for 2011 alley reconstruction project.

BACKGROUND INFORMATION: This project will consist of the reconstruction of the alley north of Tokay Street from Stockton Street to Washington Street and the alley north of Eden Street from Washington Street to Garfield Street with 756 tons of asphalt concrete and the installation of 1,790 lineal feet of pervious concrete alley gutter and 368 lineal feet of 10-inch storm drain. The location of the alleys to be reconstructed is provided in Exhibit A.

The alleys planned for reconstruction were selected based on field review of the eastside alleys. These alleys appear to have the most severe drainage and pot holes problems from the site survey. The City will be using Community Development Block Grant (CDBG) funds to reconstruct the alleys with new asphalt concrete pavement and pervious concrete alley gutter. The pervious alley concrete gutter was used in last year's alley reconstruction project and has proven to enhance the alley storm water drainage. Site visits after rain storms showed no signs of water ponding problems in the improved alleys.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is June 29, 2011. The project estimate is \$280,000.

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

FUNDING AVAILABLE: The money for this project will be coming from Community Development Block Grant (CDGB) funds.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Enclosure
cc: Neighborhood Services Manager
Senior Civil Engineer Chang

APPROVED: _____
Konradt Bartlam, City Manager

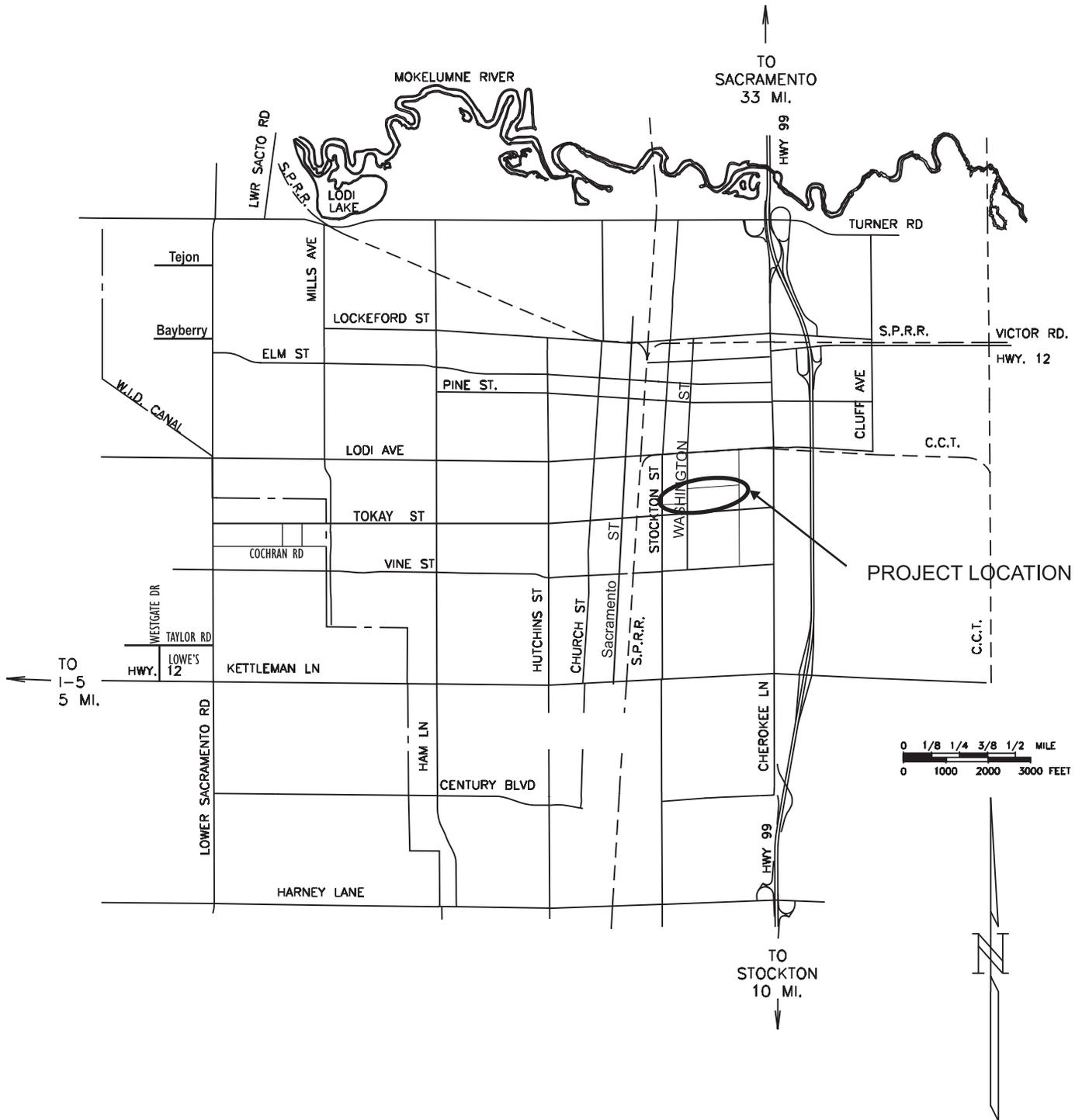


CITY OF LODI

PUBLICWORKS DEPARTMENT

VICINITY MAP

2011 ALLEY RECONSTRUCTION
Alley N/Tokay, Stockton to Washington
Alley N/Eden, Washington to Garfield





**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving the Purchase and Installation of Permanent Recognition Plaques for Current Art in Public Places Pieces and Appropriating Funds (\$3,164.81)

MEETING DATE: May 18, 2011

PREPARED BY: Director of Parks, Recreation and Cultural Services

RECOMMENDED ACTION: Adopt resolution approving the purchase and installation of permanent recognition plaques for current Art in Public Places pieces and appropriating funds (\$3,164.81)

BACKGROUND INFORMATION: The Art Advisory Board is asking for approval of the purchase and installation of five bronze plaques. These plaques will be installed by the Public Works Department at the various Art in Public Places sites. These sites include: "Better Days," "The Sacramento Street Mural," the "Japantown Memories" mural, and two plaques for the "Celebrate the Harvest" sculpture. The plaques will provide information about the artwork to the public while giving credit to the artists.

FISCAL IMPACT: The total cost of the project is \$3,164.81. The cost of the plaques is \$1,364.81 and the installation cost is \$1,800.00.

FUNDING AVAILABLE: \$192,707 as of February 28, 2011
Art in Public Places is account No. 1214

Jordan Ayers, Deputy City Manager

James M. Rodems
Director of Parks, Recreation and Cultural Services

JR/dkb
Attachments

APPROVED: _____
Konradt Bartlam, City Manager

“BETTER DAYS”

DESIGNED AND BUILT BY
Jerrod Mays

DEDICATED THIS
7TH DAY OF NOVEMBER 2009

THIS MURAL WAS FUNDED BY
THE CITY OF LODI ART IN PUBLIC PLACES

SACRAMENTO STREET

DESIGNED AND PAINTED BY

Tony Segale

MARCH 2009

THIS IS THE FIRST ADDITION
TO THE 2006 HEAD WEST
WALLD OG PROJECT

THIS MURAL WAS FUNDED BY THE CITY OF LODI ART IN PUBLIC PLACES

JAPANTOWN MEMORIES

DESIGNED AND PAINTED BY

Tony Segale

MARCH 2010

THIS IS THE SECOND ADDITION
TO THE 2006 HEAD WEST
WALLD OG PROJECT

THIS MURAL WAS FUNDED BY THE CITY OF LODI ART IN PUBLIC PLACES

“CELEBRATE THE HARVEST”

CELEBRATE THE HARVEST IS A LOVE STORY. IT IS AN IMAGE GENERATED FROM THE RELATIONSHIP THAT EXISTS BETWEEN EARTH AND VINE FROM THE BEGINNING OF TIME.

THE VISION HERE IS THAT OF A YOUNG, TURN OF THE CENTURY COUPLE WHO SYMBOLIZE THAT RELATIONSHIP. SHE IS THE EPITOME OF THE GENTLE, NURTURING ELEMENTS OF LIFE. HER BARE FEET ALLOWING THE ESSENCE OF THE SOIL TO FLOW THROUGH HER AS SHE JOINS HER HUSBAND IN THE VINEYARD. CARESSSED BY THE VINES AND SURROUNDED BY THE AROMA OF GRAPES SHE BRINGS TO HIM THE TASTE OF LIFE THAT IS WINE.

HE IS THE TILLER OF THE SOIL. IMBUED WITH THE WILL TO PROVIDE AND THE STRENGTH TO PREPARE HE REPRESENTS THE SOUL AND VISION OF INDUSTRY.

TOGETHER THEY TOAST THE HARVEST SEASON, ONE ANOTHER, AND THE ABUNDANCE OF THEIR LIVES. THEY ARE THE CARETAKERS. JOINED, THEY MOVE FORWARD INTO THE FUTURE AS ONE, CELEBRATING THE FRUITS OF THEIR LABORS.

ROWLAND H. CHENEY

THIS MURAL WAS FUNDED BY THE CITY OF LODI ART IN PUBLIC PLACES

“CELEBRATE THE HARVEST”

BY ARTIST

Rowland H. Cheney

DEDICATED THIS
16TH DAY OF OCTOBER 2009

THIS MURAL WAS FUNDED BY
THE CITY OF LODI ART IN PUBLIC PLACES

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	James M. Rodems	5. DATE:	5/4/11
4. DEPARTMENT/DIVISION:	Cultural Services		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1214			Art in Public Places	\$ 1,364.81
	1214			Art in Public Places	\$ 1,800.00
B. USE OF FINANCING	1214		7352		\$ 1,364.81
	1214		7323		\$ 1,800.00

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.

These funds are to be used to purchase and install 5 bronze information plaques for the current Art in Public Places artwork. These pieces include: Better Days (1), Celebrate the Harvest (2), Japantown Memories (1) and the Sacramento Street mural (1). The cost of the plaques is \$1,364.81. The installation is \$1800.00 and will be provided by the City of Lodi Public Works. The current fund balance in the 1214 Fund is \$192,707.

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

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: James M. Rodems

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-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE PURCHASE AND INSTALLATION OF PERMANENT
RECOGNITION PLAQUES FOR CURRENT ART IN PUBLIC
PLACES PIECES AND APPROPRIATING FUNDS

=====

WHEREAS, on August 25, 2010, the Art Advisory Board approved funding in the amount of \$3,164.81 for five bronze plaques at the following Art in Public Places sites: "Better Days," "The Sacramento Street Mural," the "Japantown Memories" mural, and two plaques for the "Celebrate the Harvest" sculpture.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase and installation of the five bronze recognition plaques to be installed at the current art sites; and

BE IT FURTHER RESOLVED that funds in the amount of \$3,164.81 be appropriated from the Art in Public Places Fund (Account No. 1214).

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Two-Year Contract and Contract Extensions for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees with Cintas, of Stockton (\$88,310.30)

MEETING DATE: May 18, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute two-year contract and contract extensions for rental and cleaning of uniforms for certain field and warehouse employees with Cintas, of Stockton, in the amount of \$88,310.30.

BACKGROUND INFORMATION: A uniform service has been used for the rental and cleaning of uniforms for certain field and warehouse employees since 1992. The current contract, in the approximate annual amount of \$38,000, expires on June 30, 2011.

The new contract will again include uniforms for the Facilities Services, Fleet Services, Streets, Water/Wastewater, Community Center and Parks division employees, as provided in the memorandums of understanding. Seat covers, rags, towels and floor mats used in the Fleet Services and Parks Equipment Maintenance shops will also be part of this contract. The contract will be for two years with options for three one-year renewals if mutually agreeable.

The specifications were approved on March 16, 2011. The City issued seven bid packets and received the following bid on April 27, 2011:

Bidder	Location	Bid
Cintas	Stockton	\$88,310.30*

* Corrected total

FISCAL IMPACT: The uniform service contract is a budgeted expense.

FUNDING AVAILABLE: Uniforms and other items are budgeted in the appropriate operating budgets (103511, 260561, 3215011, 170401, 170403, 180451, 345525, 107521, 107523, 107531).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida, Management Analyst
FWS/RAY/pmf
cc: Charlie Swimley, Deputy Public Works Director – Utilities
Curt Juran, Streets and Drainage Superintendent

APPROVED: _____
Konradt Bartlam, City Manager

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

The complete Contract consists of the following documents, on file in the Public Works Department, which are incorporated herein by this reference, to-wit:

- Notice Inviting Bids
- Information to Bidders
- General Provisions
- Special Provisions
- Bid Proposal
- Contract

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

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

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

ARTICLE III - Deleted

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

CONTRACT ITEMS

CONTRACT ITEM 1. SHIRTS

ITEM TYPE, DESCRIPTION	Column A UNIT COST PER WEEK (1 unit =5 items/week)	Column B EMPLOYEE COUNT	ITEM COST PER WEEK (Column A x Column B)
50/50 POLYESTER/COTTON SHORT SLEEVE POLO SHIRTS WITH POCKET	\$ 3.30	25	\$ 82.50
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, WITH POCKET (KHAKI, BLUE, ETC.)	\$ 3.30	10	\$ 33.00
SHORT SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, WITH POCKET (KHAKI, BLUE, ETC.)	\$ 3.30	10	\$ 33.00
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.30	9	\$ 29.70
SHORT SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.30	8	\$ 26.40
LONG SLEEVE 100% COTTON SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.63	4	\$ 14.52
SHORT SLEEVE 100% COTTON SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.63	4	\$ 14.52
SHORT SLEEVE 100% COTTON SHIRT, KHAKI IN COLOR, WITH POCKET	\$ 3.63	1	\$ 3.63
LONG SLEEVE 100% COTTON SHIRT KHAKI IN COLOR, WITH POCKET	\$ 3.63	1	\$ 3.63
MAKE UP CHARGES FOR SEASONAL CHANGES (IF ANY) PER ITEM	\$ 1.50	1	\$ N/A
TOTAL CONTRACT ITEM 1. PER WEEK			\$ 240.90

CONTRACT ITEM 2. PANTS

ITEM TYPE, DESCRIPTION	DESCRIPTION ITEM NUMBER	Column A UNIT COST PER WEEK (1 unit =5 items/Week)	Column B EMPLOYEE COUNT	ITEM COST (Column A x Column B)
14.5 OZ. PRE-SHRUNK COTTON DENIM JEANS (RELAXED FIT OR REGULAR FIT)	Brand: CARHARTT	\$ 4.95	53	\$ 262.35
PANTS 65/35 POLY/COTTON	945	\$ 3.08	6	\$ 18.48
PANTS 65/35 POLY/COTTON CARGO	270	\$ 3.85	12	\$ 46.20
	TOTAL CONTRACT ITEM 2. PER WEEK			\$ 327.03

CONTRACT ITEM 3. JACKETS & COVERALLS

ITEM TYPE AND DESCRIPTION	DESCRIPTION ITEM NUMBER	Column A UNIT COST PER WEEK (1 unit =1 items/Week)	Column B TOTAL COUNT	ITEM COST (Column A x Column B)
WAIST LENGTH JACKET 65/35 POLY/COTTON TWILL, QUILTED LINING. TWO (2) JACKETS PER EMPLOYEE (8 EMPLOYEES)	677 PERMA-LINED SPORT JACKET	\$ 1.00	16	\$ 16.00
COVERALLS FLAME RESISTANT NFPA-70E LEVEL 2 COMPLIANT TWO (2) PER EMPLOYEE (2 EMPLOYEES)	82302 INDURA ULTRA-SOFT COVERALLS	\$ 1.58	4	\$ 6.32
	TOTAL CONTRACT ITEM 3. PER WEEK			\$ 22.32

CONTRACT ITEM 4. FLOOR MATS, RAGS, & MISCELLANEOUS

ITEM TYPE, DESCRIPTION	DESCRIPTION	UNIT COST PER ITEM PER WEEK	UNIT COUNT	TOTAL COST COUNT TIMES UNIT COST
RAGS, 18X18 WIPERS (BAG OF 25)	2160	\$ 0.14	300	\$ 42.00
BAR TOWELS (BAG OF 25)	2700 & 2702	\$ 0.15	225	\$ 33.75
3X5 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	84335	\$ 3.00	20	\$ 60.00
4X6 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	84435	\$ 4.00	9	\$ 36.00
3X10 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	84035	\$ 5.00	3	\$ 15.00
DRY MOP 36-INCH		\$ 1.20	1	\$ 1.20
	TOTAL CONTRACT ITEM 4. PER WEEK			\$ 187.95

CONTRACT ITEM 5. PATCHES & EMBROIDERING

ITEM TYPE, DESCRIPTION	DESCRIPTION	UNIT COST PER ITEM	UNIT COUNT	TOTAL COST COUNT TIMES UNIT COST
SUPPLY AND ATTACH PUBLIC WORKS AND/OR PARKS DEPARTMENT SHOULDER PATCH	SHOULDER PATCH	\$ 5.00*	988	\$ 4,940.00
SUPPLY AND ATTACH NAME PATCH	EMPLOYEE NAME	\$ 1.50*	988	\$ 1,482.00
COST TO EMBROIDER "CITY OF LODI" AND EMPLOYEE NAME ON POLO SHIRTS	EMBROIDERY	\$ 3.50*	273	\$ 955.50
<i>*One Time Service Only; Not a weekly item.</i>	TOTAL CONTRACT ITEM 5.			\$ 7,377.50

CONTRACT TOTALS ITEMS 1, 2, 3, 4 and 5.	
TOTAL CONTRACT ITEM 1. PER WEEK	\$ 240.90
TOTAL CONTRACT ITEM 2. PER WEEK	\$ 327.03
TOTAL CONTRACT ITEM 3. PER WEEK	\$ 22.32
TOTAL CONTRACT ITEM 4. PER WEEK	\$ 187.95
SUBTOTAL ITEMS 1., 2., 3., & 4.	\$ 778.20
SUBTOTAL WEEKLY COST	\$ 778.20
TOTAL BIENNIAL COST (WEEKLY COST X 104)	\$ 80,932.80
SALES TAX (IF APPLICABLE)	\$ N/A
TOTAL CONTRACT ITEM 5. (ONE TIME ONLY)	\$ 7,377.50
GRAND TOTAL (TOTAL BIENNIAL COST PLUS TOTAL CONTRACT ITEM 5.)	\$ 88,310.30

OPTIONAL CONTRACT ITEM (Not Counted in Contract Total)

ITEM TYPE, DESCRIPTION, & (APPROXIMATE COUNT)	BIDDERS DESCRIPTION	COST PER ITEM	TOTAL COST
SUPPLY 3 UNITS DOUBLE HEIGHT LOCKERS APPROXIMATELY 2.5' WIDE FOR EIGHT LOCKERS	Rental	\$ 2.50	\$ 7.50

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

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

ARTICLE VII – Deleted

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 731 WORKING DAYS. Start date is July 1, 2011, and end date is June 30, 2013. By mutual agreement, the supplier and City may enter into an agreement for up to three (3) one-year extensions of this contract upon the same terms and conditions set forth herein.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE. THERE ARE NO LIQUIDATED DAMAGES ASSOCIATED WITH THIS CONTRACT.

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

CONTRACTOR:

CITY OF LODI

By: _____

Konradt Bartlam
City Manager

By: _____

Date: _____

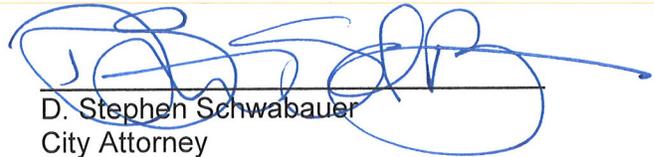
Title

Attest:

Randi Johl
City Clerk

(CORPORATE SEAL)

Approved as to form:



D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO EXECUTE TWO-YEAR CONTRACT AND CONTRACT
EXTENSIONS FOR RENTAL AND CLEANING OF UNIFORMS FOR
CERTAIN FIELD AND WAREHOUSE EMPLOYEES, AND THE
PURCHASE OF MISCELLANEOUS SUPPLIES FOR THE FLEET
SERVICES AND PARKS EQUIPMENT MAINTENANCE SHOPS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 27, 2011, at 11:00 a.m., for the Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees described in the specifications therefore approved by the City Council on March 16, 2011; and

WHEREAS, the bids also included providing seat covers, rags, towels and floor mats to be utilized in the Fleet Services and Parks Equipment Maintenance shops; and

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

Bidder	Bid
Cintas	\$88,310.30*

* Corrected Total

WHEREAS, staff recommends awarding a two-year contract for the Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees, and for miscellaneous supplies to the sole bidder, Cintas, of Stockton, California, in the amount of \$88,310.30.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the two-year contract and contract extensions for the Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees and miscellaneous supplies with the sole bidder, Cintas, of Stockton, California, in the amount of \$88,310.30.

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for 2011 Extruded Thermoplastic Traffic Stripes, Various City Streets, with Centerline Striping Company, Inc., of Elk Grove (\$27,965)

MEETING DATE: May 18, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for 2011 extruded thermoplastic traffic stripes, various City streets, with Centerline Striping Company, Inc., of Elk Grove, in the amount of \$27,965.

BACKGROUND INFORMATION: This project will apply extruded thermoplastic product on approximately 10 percent of all lane line marked City streets.

Extruded thermoplastic material has proven to be a superior product to sprayed thermoplastic. Although extruded thermoplastic costs approximately 12 percent more than sprayed thermoplastic, it is expected to last 67 percent longer (five years vs. three years).

Plans and specifications for this project were approved on April 6, 2011. The City received the following two bids for this project on April 27, 2011.

Bidder	Location	Bid
Engineer's Estimate		\$ 30,000
Centerline Striping Company, Inc.	Elk Grove	\$ 27,965
Chris Company	Fremont	\$ 29,563

FISCAL IMPACT: The annual cost for traffic stripes will decrease by 33 percent using the longer-life product.

FUNDING AVAILABLE: Measure K (325035): \$27,965

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Curt Juran, Streets and Drainage Superintendent
FWS/CJ/pmf
cc: Deputy Public Works Director – Utilities
Streets and Drainage Superintendent

APPROVED: _____
Konradt Bartlam, City Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and CENTERLINE STRIPING COMPANY, INC. herein called "Contractor."

WITNESSETH:

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

The complete contract consists of the following documents, on file in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bonds

The May 2006 Edition Standard
Specifications, State of California
Business, Transportation, and
Housing Agency, Department of
Transportation

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

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

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

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

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may

arise or be encountered in the prosecution of the work until it's acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install 10.33 miles of extruded thermoplastic traffic stripes (traffic lines) on various City streets and other incidental and related work, all as shown on the specifications for EXTRUDED THERMOPLASTIC TRAFFIC STRIPES, VARIOUS CITY STREETS, 2011.

BID ITEMS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST'D QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	4" Broken White	9,850	LF	\$ 0.25	\$ 2,462.50
2	4" Broken Yellow	3,190	LF	\$ 0.25	\$ 797.50
3	Double Yellow	9,220	LF	\$ 0.70	\$ 6,454.00
4	8" Solid White	1,575	LF	\$ 0.50	\$ 787.50
5	4" Solid White	550	LF	\$ 0.30	\$ 165.00
6	Continuous Left	14,950	LF	\$ 0.75	\$ 11,212.50
7	6" White Skip	1,285	LF	\$ 0.40	\$ 514.00
8	6" White Solid	13,930	LF	\$ 0.40	\$ 5,572.00
TOTAL BID					\$ 27,965.00

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

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

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

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 10 WORKING DAYS.

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

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

CONTRACTOR

Dated: _____, 2011

Authorized Signature

Title

TYPE OF ORGANIZATION

Individual, Partnership or Corporation

Address

() _____

Telephone

() _____

FAX

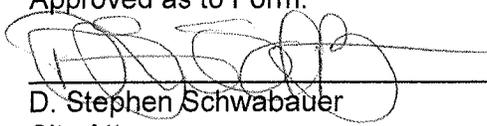
CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager

Attest:

Randi Johl
City Clerk

Approved as to Form:



D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE CONTRACT FOR 2011
EXTRUDED THERMOPLASTIC TRAFFIC STRIPES, VARIOUS
CITY STREETS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 27, 2011, at 11:00 a.m., for the 2011 Extruded Thermoplastic Traffic Stripes, Various City Streets, described in the specifications therefore approved by the City Council on April 6, 2011; and

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

Bidder	Bid
Centerline Striping Company, Inc.	\$27,965
Chrisp Company	\$29,563

WHEREAS, staff recommends awarding the contract for the 2011 Thermoplastic Traffic Stripes, Various City Streets, to the low bidder, Centerline Striping Company, Inc., of Elk Grove, California, in the amount of \$27,965.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the 2011 Thermoplastic Traffic Stripes, Various City Streets, with the low bidder, Centerline Striping Company, Inc., of Elk Grove, California, in the amount of \$27,965.

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute an Agreement with Osmose Utilities Services, Inc. of Tyrone, Georgia for Electric Utility Pole Inspection, Testing and Treatment with Administration by the Electric Utility Director (\$110,000)

MEETING DATE: May 18, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute an agreement with Osmose Utilities Services, Inc. of Tyrone, Georgia for electric utility pole inspection, testing and treatment with administration by the Electric Utility Director (\$110,000).

BACKGROUND INFORMATION: The Electric Utility is required to periodically inspect and test wooden utility poles and their adjacent anchors to comply with State utility regulations. Further, as appropriate, poles are butt treated to increase their life, resulting in decreased maintenance costs.

Pursuant to Lodi Municipal Code Section 3.20.045, the City may utilize another public agency's bid process to award a contract. The Modesto Irrigation District completed a bid process and in 2009 awarded a contract for inspection and treatment of their poles with Osmose Utilities Services, Inc. of Tyrone, Georgia. Osmose Utility Services, Inc. has agreed to the same pricing as the Modesto Irrigation District contract, as shown on the attached contract, for 2011 and an increase for 2012 based on the Consumer Price Index, with a minimum increase of 3 percent and a maximum increase of 5 percent. Although the MID contract is two years old, the price is well below staff's estimate for the work, especially with its expanded scope.

EUD staff recommends waiving bid requirements and awarding the pole maintenance contract to Osmose Utilities Services.

FISCAL IMPACT: Contract Award is \$110,000.

FUNDING: Included in FY 2010/11 Budget Account No. 161650

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Edward Fitzpatrick, Distribution Planning Supervisor
EAK/EF/lst

APPROVED: _____
Konradt Bartlam, City Manager



February 11, 2011

ACCEPTANCE COPY

Ms. Danielle Rogers
Executive Assistant
CITY OF LODI
1331 South Ham Lane
Lodi, CA 95242

**RE: POLE INPECTION TREATMENT PROPOSAL - 2011
MODESTO IRRIGATION DISTRICT CONTRACT**

Dear Ms. Rogers:

At the request of our Director-Sales, Mr. Dean McQuillan, we are submitting the following unit prices approved by Modesto Irrigation District on February 12, 2009. This pertains to the pole inspection and treatment of distribution and transmission poles in your service territory in 2011.

We will perform the work in accordance with Modesto Irrigation District's Contract for Pole Inspection Treatment Services, dated February 12, 2009 (the "MID Contract") attached hereto as Attachment 1 and made a part hereof.

Osmose hereby gives consent to City of Lodi to piggyback on the MID Contract. Per the terms of the Contract, the prices set out in Attachment 2 are for 2011. For the year 2012, we propose using the Consumer Price Index (CPI) for price rate adjustments with a minimum increase of 3% and a maximum increase of 5% annually. Compensation to be paid to Osmose by the City of Lodi under the MID Contract is set forth in Attachment 2 and covers 2,635 distribution poles and 800 transmission poles in the City's electric distribution system. The City of Lodi will direct which services under the Scope of Service (Attachment A to the MID Contract) are to be performed by Osmose.

An insurance certificate covering Osmose for the work under the MID Contract is attached for your convenience as Attachment 3.

If you need further assistance or have any questions concerning this proposal, please do not hesitate to contact Dean at 702-245-3567.

We look forward to working with you on this important project. If these unit prices are acceptable, *please sign, date, and return an acceptance copy* so that we can schedule crews to begin this project.

Sincerely,

David R. Hagley
Vice President-Contracts
Attachment

DRH/kh

C: Buffalo, D. McQuillan, T. Petrik, G. Samuelson, E. Wheeler
1006298-99

Osmose Utilities Services, Inc.
215 Greencastle Road • Tyrone, GA 30290-2944
770-632-6700 • Fax 678-364-0844

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement
as of the date May 11, 2011.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:

CONTRACTOR: Osmose Utilites Services, Inc.

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

By:  _____

By:  _____
Name: David R. Hagley
Title: Vice President-Contracts

Attachments:
Attachment 1 – MID Contract
Attachment A – Scope of Services
Attachment 2 – Fee Proposal
Attachment 3 – Insurance Requirements

ORIGINAL

05/10/09

Contract for Pole Inspection Treatment Services

This Contract is entered into this 12th day of February, 2009 by and between the Modesto Irrigation District, a California irrigation district (hereinafter the "District"), and Osmose Utilities Services, Inc. (hereinafter "Contractor"), and is made with regard to the following facts and circumstances, among others:

A. Contractor has familiarized itself with the scope of work that is to be performed pursuant to this Contract, and is qualified, able and willing to undertake the work specified herein.

Now therefore, the parties hereby agree as follows:

1. CONTRACT

This Contract consists of the Request for Proposals, Instructions to Bidders, Evaluation Criteria, Insurance Requirements, Contractor's Proposal dated December 5, 2008, and this Contract for Pole Inspection and Treatment Services and Attachments "A" thru "C", inclusive, all of which are attached hereto and incorporated herein by this reference.

2. SERVICES

Contractor, for and in consideration of the compensation to be paid to it as provided in this Contract, hereby agrees to furnish all labor, material, travel, technical, professional, administrative and other services, permits, licenses, supervision, equipment and facilities and all related expenses, and to perform all work necessary and required to inspect poles and provide treatment services, all set forth in this Contract, including the Scope of Work attached hereto as Attachment "A".

3. INDEPENDENT CONTRACTOR

It is understood and agreed that Contractor shall act as an independent contractor in performing the work under this Contract, maintaining complete control over its employees and being solely responsible for the means, methods, techniques and procedures for performing the work in accordance with this Contract. All persons employed by Contractor in connection with this Contract shall be employees of Contractor and not employees of District in any respect.

4. COMPENSATION

The District shall compensate Contractor on the basis and in amounts set forth in the Pricing Proposal (Page 11); provided however that in no event shall the total compensation to be paid to Contractor pursuant to this Contract exceed One Million Six Hundred Twenty-Seven Thousand and Seven Hundred Dollars (\$ 1,627,700).

5. NOTICE TO PROCEED; COMPLETION DATE

Contractor shall commence the performance of the work under this Contract promptly upon receipt of the District's notice to proceed, and shall use its best efforts to perform the work diligently to completion. All work shall be completed by December 15, 2012.

6. TERM OF AGREEMENT

The term of this Contract shall begin January 13, 2009 and will terminate on December 15, 2012, unless terminated sooner in accordance with the terms of the contract. The initial contract term will be for two (2) years with an option to renew at District's choice for additional one (1) year periods up to a maximum of four (4) years.

7. PERFORMANCE STANDARDS

Contractor shall exercise that degree of skill and judgment commensurate with that which is normally exercised by licensed professionals specializing in providing services comparable to those provided for in this Contract. Contractor shall comply with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, applicable occupational safety and health acts and rules and regulations promulgated to implement such acts, in the performance of, and shall possess all required licenses to perform, the work under this Contract. Contractor shall re-perform, at no cost or expense to the District, any work which is deficient because of Contractor's failure to perform such services in accordance with the standards set forth in this Contract. Contractor shall correct any incomplete, inaccurate or defective work at no additional cost or expense to the District.

8. SAFETY AND HEALTH STANDARDS

Contractor shall have the sole responsibility for the safety and health of all persons performing work under this Contract, whether on District' premises or otherwise, and shall provide all equipment and materials necessary to safely perform the work. Contractor shall promptly correct any hazard affecting the performance of the work.

9. PERMITS AND NOTICES

Except as otherwise indicated, Contractor shall, at Contractor's expense, obtain and maintain all required permits, approvals and inspections, pay all charges and fees required to complete the work under this Agreement, and give all notices, necessary for the performance of the work.

10. ACCEPTANCE; PAYMENT

At such time as Contractor deems that all of the obligations imposed upon it by this Agreement have been fulfilled, Contractor shall, in writing, so notify the District. Upon receipt of such notice, the District's authorized representative, together with Contractor,

shall inspect the work, which has been performed. If the District's representative determines that all work which, by the terms of this Agreement, is necessary or required to be performed, has been satisfactorily performed, the District will so notify Contractor in writing. Such notification shall constitute final acceptance of the work.

Upon final acceptance, District will promptly cause to be filed in the office of the County Recorder of Stanislaus County, California, a Notice of Completion of all work under the Agreement.

After final acceptance of the work by the District, Contractor shall submit to the District one (1) billing invoice for all work performed under this Agreement. The billing invoice shall provide a true and correct account of all work performed in accordance with this Agreement. The District shall, except as may otherwise be required by law, pay Contractor the amount due in accordance with this Agreement, as set forth in the billing invoice, within thirty (30) days of receipt of the invoice.

Final acceptance shall not affect or limit the liability or obligations of Contractor with respect to Contractor's obligations under this Agreement that continue after final acceptance, including, without limitation, those relating to guaranties, warranties and indemnities.

11. INDEMNITY

To the fullest extent allowed by law, the Contractor will indemnify, defend, and hold harmless the District, District's directors, officers, representatives, agents and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of or resulting from, or in connection with the performance of this agreement; such indemnification shall not extend to cover loss, damage, or expense arising from the sole negligence or willful misconduct of the Contractor, its agents, officers, and employees.

12. WARRANTY

Contractor expressly warrants that all the material included in the work shall be fit and sufficient for the purpose intended and that upon final acceptance of the work, District shall have clear title to the work and materials, free of all liens and encumbrances. Contractor further warrants that all equipment, materials and work furnished under this Contract shall be; (a) in strict conformance with the drawings, specifications and all other design criteria supplied to or by District in connection with this Contract; (b) new and of first-class quality; and (c) free from defects, whether patent or latent, in material and workmanship. Bidder shall attach to his proposal a written statement covering warranty, detailing the equipment and component warranty term.

13. CONTRACTOR REPRESENTATION

Contractor represents that it has informed itself about the conditions to be encountered, the quantity of the work, the methods and procedures to be used in performing the work, local labor conditions and all other matters in connection with the work to be performed under this Contract.

14. SUBCONTRACTORS

Contractor shall not perform the work under this Contract, or any part of it, by or through any subcontractor.

15. PROPRIETARY INFORMATION

Contractor agrees that all information disclosed by District and identified in writing as proprietary shall be held in confidence and be used only in the performance of the work under this Contract. Contractor further agrees that, except as mandated by law, Contractor shall not, during the period of this Contract nor any time thereafter, disclose to any person or entity, or use for its own benefit, any such information supplied to it by District; provided, however, that any information which is or becomes publicly known and made generally available through no wrongful act in violation of this Paragraph shall not be considered proprietary.

16. TERMINATION

The District may at its option suspend or terminate this Contract, in whole or from time-to-time in part, at any time by written notice to Contractor, whether or not Contractor is in default.

Upon any such suspension or termination Contractor agrees to waive any claim for damages, including loss of anticipated profits on account thereof, but as the sole right and remedy of Contractor, District shall pay to Contractor in accordance with the provisions of this Paragraph, provided, however, that the provisions of this Contract, which by their very nature survive final acceptance under this Contract, shall remain in full force and effect after cancellation and termination.

Upon receipt of any such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue work on the date and to the extent specified in the notice.

Upon any such termination, District will pay to Contractor all amounts due and not previously paid to Contractor for materials provided and work completed in accordance with this Contract prior to such notice, and for the work thereafter completed as specified in such notice; provided, that in no event shall the total compensation paid to Contractor exceed the not-to exceed price set forth in Paragraph 4.

17. DISTRICT REVIEW AND APPROVAL

District's rights hereunder to inspect, or otherwise review, comment on, test, accept or approve, the work to be performed under this Contract, or any part of it, shall not impose any duty, obligation or liability on District with respect to the work, nor shall they impose any duty to inspect, review or approve the methods by which the work is performed. Nor shall any such action, or failure to take such action, by District prejudice any claim, right or privilege that District may have arising out of defective or nonconforming work or the use thereof, or relieve Contractor of its responsibility for the performance and condition of the work or of its contractual responsibility under this Contract.

18. OWNERSHIP OF DOCUMENTS

Any drawings, plans, reports, information, data, or other documents or material given to, obtained by, or prepared or assembled by Contractor under the Contract (collectively referred to in this Paragraph as the "Documents") shall be the permanent property of Owner whether the project is constructed or not, and shall be delivered to the Owner upon demand. Owner shall hold the copyright to all Documents and shall, without further action or permission, have the right and authority to copy, use and disclose the Documents in any manner and for any purpose.

Contractor hereby grants to Owner the right to use and distribute the Documents for any purpose and in any manner; provided that Owner acknowledges that the Documents are not intended or represented to be suitable for reuse by Owner or others on extensions of this project or on any other project.

No Document shall be made available to any individual or organization by Contractor without the prior written consent of Owner.

Any records made by or for Owner are available only for Contractor's information, and there is no express or implied warranty or guarantee as to the accuracy of the records or any interpretation of them. Contractor represents that it recognizes this, and that it has formed its own opinion and has made its own interpretation of the records. Contractor shall not rely on or make any claim against Owner or the Owner Representative with respect to such records, the data contained in them or the interpretations, opinions or conclusions formed from them. Such records are not part of the Contract Document.

19. DISTRICT REVIEW

District's rights hereunder to inspect, or otherwise review, comment on, test, accept or approve, the work to be performed under this Agreement, or any part of it, shall not impose any duty, obligation or liability on District with respect to the work, nor shall they impose any duty to inspect, review or approve the methods by which the work is performed. Nor shall any such action, or failure to take such action, by District prejudice any claim, right or privilege that District may have arising out of defective or nonconforming work or the use thereof, or relieve Contractor of its responsibility for the

performance and condition of the work or of its contractual responsibility under this Agreement.

20. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of California, excluding any choice of law rules that direct the application of the laws of another jurisdiction.

It is agreed that no suit or action arising out of the performance of or with respect to this Contract shall be initiated by Contractor against District, its directors, officers, representatives, agents or employees, except in a court of competent jurisdiction in the State of California.

21. NOTICES

Any notice, request, demand or other communication required or permitted hereunder shall be deemed properly given when delivered either by personal delivery in writing, or by mail, registered or certified, postage prepaid with return receipt requested, addressed as follows:

Contractor:	District:
Osmose Utilities Services, Inc. 215 Greencastle Road Tyrone, GA 30290 Attention: David R. Hagley	Modesto Irrigation District PO Box 4060 Modesto, CA 95352 Attention: Tom Williams

Either party may change its address by notifying the other party in writing of the change of address.

The parties hereto hereby execute this Contract as of the date first set forth above.

OSMOSE UTILITIES SERVICES, INC. MODESTO IRRIGATION DISTRICT

By: David R. Hagley
David R. Hagley
Title: Vice President-Contracts

By: Allen Short
Allen Short
Title: General Manager

Date: 2/04/09

Date: 3/3/09

Osmose is signing this contract with the understanding that the attached negotiated recommended revisions are included as part of this Contract for Pole Inspection Treatment Services. ^{T.O.}

RESOLUTION NO. 2009-9
APPROVING CONTRACT FOR POLE INSPECTION TREATMENT
SERVICES BETWEEN MODESTO IRRIGATION
DISTRICT AND OSMOSE UTILITIES SERVICES, INC.

WHEREAS, the Modesto Irrigation District desires pole inspection service; and

WHEREAS, the District submitted a Request for Proposals, Pole Inspection Treatment Services; and

WHEREAS, Osmose Utilities Services, Inc., was the lowest qualified bidder and is able and willing to undertake the work specified.

BE IT RESOLVED, That the Board of Directors of the Modesto Irrigation District does hereby authorize and direct the General Manager to execute the Contract for Pole Inspection Treatment Services between Modesto Irrigation District and Osmose Utilities Services, Inc., in an amount not-to-exceed \$1,627,700.

Moved by Director Warda, seconded by Director Kidd, that the foregoing resolution be adopted.

The following vote was had:

Ayes: Directors Hensley, Kidd, Serpa, Van Groningen and Warda

Noes: Directors None

Absent: Directors None

The President declared the resolution adopted.

o0o

I, Pat Caldwell Mills, Secretary of the Board of Directors of the Modesto Irrigation District, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 13th day of January 2009.



Secretary of the Board of Directors
of the Modesto Irrigation District

Osmose.

RECOMMENDED REVISIONS TO MODESTO IRRIGATION CUSTOMER'S CONTRACT FROM OUR GENERAL COUNSEL

We are also including our recommended revisions to your contract for contract work. In recent years, there have been many changes in contractual language with most of our customers. In order to be fair and equitable to everyone involved and to make sure the contractual language is applicable to the specifics of our scope of work, Osmose now reviews all contracts with our legal department. Most likely, your company performs similar reviews. Our General Counsel, Ms. Liza Tommaney, can be contacted at (716) 319-3477 to resolve any issues regarding our proposal. As with most proposals, we are confident all issues can be resolved prior to the start of the project. It is our intent to be a reliable vendor for years to come. This is not intended to delay the RFP process, but to have the opportunity to review terms and conditions specific to this project.

Insurance Requirements

Pg. 10. Last paragraph. Please delete first sentence: "Any deductible or self-insured retention must be declared to and approved by District."

Contract for Pole Inspection Treatment Services

8. Lines 4-5. Please delete sentence: "Contractor shall promptly correct any hazard affecting the performance of the work." Instead replace with: "As a courtesy and not an affirmative obligation Contractor will advise District of any obvious (with obvious as defined by the average residential consumer of electricity) discrepancies seen or unsafe conditions such as loose guy wires, low hanging wires, leaning poles. Contractor does not warrant that all discrepancies or unsafe locations will be located."

11. At the end of paragraph, please add: "Notwithstanding any other language to the contrary, in no event shall Contractor be responsible for or be required to defend, indemnify or hold harmless District from and against any claim for personal injury (including death) or damage to property or loss of use which occurs more than one (1) year after completion of the Work."

12. Please delete and replace with: "Contractor shall perform all Work in a safe, efficient, good and workmanlike manner. Contractor warrants for a period of one (1) year from the date of completion that the Work shall conform to the Agreement specifications & Exhibit B and shall have been performed with the ordinary skill and care of wood pole inspection professionals. As a condition to this warranty, District must give Contractor written notice within ten (10) days after District first discovers or receives notice of any alleged non-conforming Work. If any Work is found not to conform to the specifications, taking into account Exhibit B, Contractor shall, at its option, either refund that portion of Contractor's fees pertaining to such non-conforming Work or repair or replace the defective Work at no cost to District. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL ACTIONS AGAINST CONTRACTOR BY DISTRICT IN WARRANTY, TORT, CONTRACT OR OTHERWISE MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE DATE OF ACCRUAL OF SUCH ACTION. IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, UNLESS CAUSED BY THE WILLFUL MISCONDUCT OF CONTRACTOR. CONTRACTOR MAKES NO WARRANTY AS TO THE LONGEVITY OR USEFUL LIFE OF WOOD POLES INSPECTED AND/OR TREATED BY CONTRACTOR.

Osmose

Recommended Revisions

Page -2-

SW-12. Line 6. Amend to read: "To the extent such damage is caused by the intentional misconduct or negligent acts or omissions of the Contractor, its employees or Subcontractors, Property owners' complaints..."

Attachment C

(a) Line 1. Please amend first sentence to read: "Other than the products associated with preservatives intended for the control and prevention of wood destroying organisms, Contractor shall not..."

(e) pg 38. Last sentence, please amend to read: "...of this Contract for a period of one (1) year from the completion of the work."

Accepted By:



Date January 23, 2009

David R. Hagley
Vice President-Contracts
Osmose Utilities Services, Inc.

Accepted By:



Date 2-2-09

Name: Thomas Williams
Title: Supervisor Service maintenance
MODESTO IRRIGATION DISTRICT

Denise Ray 2/2/09
Supervisor Purchasing

Osmose Utilities Services, Inc.

EXHIBIT B

ADDITIONAL INFORMATION REGARDING CONTRACTOR'S POLE INSPECTION AND TREATMENT PROGRAMS RELATIVE TO BEST PRACTICES

Pole Owners should be aware that the present art of inspecting poles and equipment and the site where these items are typically located is not perfect, and there is no test equipment or methods to make it so. When evaluating wood poles, there are variables affecting wood quality and strength for which the Contractor has no control. These would include the species of timber involved, the effectiveness or lack of original treatment, soil and climate conditions, brash or brittle wood (including brash wood caused by soft rot which lacks the required strength, but is not always detectable by any known field methods), the insect activity, bird damage, or lightning damage occurring or resuming after the time of inspection. For these and similar reasons, perfection is not always possible, even with highly trained professional inspectors and electronic instrumentation.

When attempting to identify defective equipment in field conditions, there are also additional variables over which the Contractor has little or no influence. Some of these variables may include trees and other vegetation on utility right-of-ways continuing to grow after the inspection date, new attachments and lines being added to poles and old equipment being removed by power, telephone, and cable television personnel and line construction contractors, utility subscribers and others may build, alter, or demolish various structures, and roads and driveways are added or rerouted which violates clearance requirements and cable burial depths without the Pole Owner's or inspectors being notified. **The longer time passes after an inspection is performed, the less reliable the data on attachments, defective equipment and clearances become.**

Pole Owner acknowledges that the Contractor cannot in any way assume responsibility for damage or injuries caused by factors or variables outside of the Contractor's control.

More specific information follows which should be known by utility management and those who work on or near transmission, distribution and other outside plant facilities.

1.0 POLE INSPECTION METHODS

The primary methods for inspecting wood poles at the groundline follow, along with observations based on the experience of the Contractor in regard to their reliability. Some or all apply to any individual contract with the Pole Owner's instructions prevailing. The Pole Owner has determined the frequency and type of inspection and application of supplemental treatments and provides or approves specifications on how to classify deteriorated poles.

As a general rule, the more excavation that is done prior to inspection, the more accurate the inspection process at the groundline can be.

When evaluating a damaged pole, the inspector approximates the size, extent and nature of the damage. With the aid of the Pole Owner, the Contractor applies reject criteria and measuring devices and converts the loss of the pole's cross sectional area to an equivalent reduced circumference of sound wood. This is not an exact science, and conclusions about actual pole strength should not be based on effective circumference estimates alone. The Pole Owner needs to independently verify pole strength.

1.1 Visual and Sounding Inspection from Ground Level

This inspection method is intended to locate severe above ground defects which can be seen from ground level with the naked eye and poles that are severely decayed from the groundline to 5' above groundline. This inspection method can miss poles without sufficient strength to meet the National Electric Safety Code ("NESC"), the General Order No. 95 ("GO 95"), or other mandated overload capacity requirements, and there is the possibility of missing those poles with

Osmose Utilities Services, Inc.

EXHIBIT B

ADDITIONAL INFORMATION REGARDING CONTRACTOR'S POLE INSPECTION AND TREATMENT PROGRAMS RELATIVE TO BEST PRACTICES

insufficient strength to support the current loading. Most poles with exterior and/or interior decay below groundline will not be identified. Used in conjunction with visual inspection, historical data shows approximately 15% to 25% of reject and priority poles will be found.

1.2 Electronic Inspection Devices

This method utilizes electronic equipment, some of which primarily measure speed of sound waves from one point on the outside of a pole to another point on the opposite side of a pole in one narrow plane. Other devices measure hardness, moisture content or the frequency of a sonic sound wave. Based on information gathered during follow-up inspections of many thousands of poles in different geographic areas by the more thorough excavation method described in Section 1.5 below, it is the experience of the Contractor that the sonic method is not as accurate as the Sound and Bore method described next. Used in conjunction with visual inspection, historical data shows approximately 40% to 50% of the reject and priority poles will be found. This inspection method should be repeated at least yearly.

1.3 Sound and Bore

Without excavation, this method involves utilizing a sounding hammer around the pole from ground level to about 8' above, followed by one or more borings at the groundline or other area noted to be suspicious by sounding. It is specified by the Pole Owner for poles set in pavement where excavation is impractical. It can miss poles without sufficient strength to meet the NESC, GO 95, or other mandated overload capacity requirements, and there is the possibility of missing those poles with insufficient strength to support the current loading. This is particularly true when the decayed area is below ground level or if the inspector's tools do not contact hidden, damaged areas. Used in conjunction with visual inspection, historical data shows approximately 50% to 60% of reject and priority poles will be found. This inspection procedure should be performed at least yearly.

1.4 Partial Excavation Plus Sound and Bore

The primary options specified by Pole Owners in this category are:

- I. Pushing the soil away from the pole to a depth of 4" to 6" at two or three locations prior to observing, sounding, and making one or more borings.
- II. Removing soil to a depth of 6" at one or more points or around the entire perimeter prior to observing, sounding, and making one or more borings.
- III. Excavating to a depth of 18" on one side of a pole prior to observing, sounding, and making one or more borings.

The above partial excavation procedures can be expected to identify many but not all inspected poles with decay below ground or other condition causing a reduction in the required strength at the groundline. Used in conjunction with visual inspection plus a sound and bore, historical data shows that approximately 80% to 90% of reject and priority poles will be found with a 2 sided partial excavation or a one sided 18" deep excavation, and 70% to 80% of reject and priority poles will be found with a one sided 4" to 6" deep partial excavate. This inspection procedure should

Osmose Utilities Services, Inc.

EXHIBIT B

ADDITIONAL INFORMATION REGARDING CONTRACTOR'S POLE INSPECTION AND TREATMENT PROGRAMS RELATIVE TO BEST PRACTICES

be repeated every three to five years, depending upon the decay hazard zone where the poles are located.

Excavating around poles may lead to an important shortcoming, unless supplemental treatments are specified by the Pole Owner. The addition of air and moisture to the new backfill may set up conditions more favorable to decay than if no excavation had occurred. Therefore, a supplemental pole treatment is recommended; otherwise, re-inspection cycles must be shortened.

If decay is found at the groundline or suspected during any of the above three procedures, excavation to at least 18" all the way around the pole is highly recommended. The pole can then be judged more accurately and be classified as sound and treated or recommended for replacement or strength restoration.

1.5 18" to 24" Excavation Plus Sound and Bore and Plus Supplemental Treatment

This inspection procedure constitutes the most thorough method known, but is nevertheless not perfect because of the variables previously discussed and because obstructions such as rock, adjacent buildings, sidewalks, keys, roots, risers, deep decay, underground cables, and other obstacles sometimes prevent "full" excavation and/or treatment with respect to depth, circumference, or both. Typically, once the excavation is made to improve inspection accuracy, the procedure also includes remedial preservative applications. Remedial preservatives help prolong pole life and avoid the problems resulting from soil disturbance described above. Otherwise, re-inspection cycles must be shortened. Used in conjunction with visual inspection, historical data shows approximately 98% of reject and priority poles will be found. This inspection procedure should be repeated every six to 10 years depending on the decay hazard zone where the poles are located.

2.0 USING ELECTRONIC DEVICES

All inspection methods may be augmented or replaced by the use of electronic devices if specified by the Pole Owner. The Shigometer® is one such device. It measures the pole's relative conductivity, which provides information on the presence of decay activity before the wood shows signs of physical breakdown. Another instrument attempts to predict the strength of individual poles based on the characteristics of sound waves. It does not identify the cause of reduced pole strength such as the presence of decay. However, it may provide an indication of low strength resulting from the inherent variability of new pole strength. All of these devices have limitations and will not detect all reject and priority poles.

3.0 POLE TREATMENT

The nature and extent of supplemental treatment work has been specified by the Pole Owner. A certain number of treated poles will barely meet the Pole Owner's specifications for treatment, rather than rejection. Most of these poles, after treatment, will provide some satisfactory continuing service, but the Pole Owner should be aware that a small percentage of poles will fall below strength requirements prior to the next recommended inspection cycle. These poles are in addition to the reject and priority poles not found during the inspection.

Osmose Utilities Services, Inc.

EXHIBIT B

ADDITIONAL INFORMATION REGARDING CONTRACTOR'S POLE INSPECTION AND TREATMENT PROGRAMS RELATIVE TO BEST PRACTICES

4.0 LINEMEN SAFETY CONSIDERATIONS

Linemen must inspect all poles to their satisfaction prior to climbing, whether or not such poles have been inspected by a third party contractor. An inspection and/or treatment tag on a pole is not a guarantee the pole is safe to climb. The Pole Owner should inform linemen that the inspection tag only means the pole was inspected in the stated year in accordance with the contract specifications. It is neither an expressed nor implied warranty that the pole meets NESC, GO 95, or any other standard. Linemen must also practice all other safety procedures when climbing poles and changing out or adding equipment or lines or cutting lines, all of which may create an unbalanced load. An unbalanced load may cause sound poles to fail. The Contractor's inspection is limited and most applicable to the groundline and does not indicate whether a pole is suitable to be climbed by a lineman.

Shigometer is a registered trademark of Osmose, Inc.



Request For Proposals

No. 17324

Pole Inspection Treatment Services

Opening before 2:00 p.m. December 3, 2008

Modesto Irrigation District
Modesto, California

Request For Proposals

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page</u>
1	Request for Proposals	3
2	Instructions to Bidders.....	4 - 6
3	Evaluation Criteria	7 - 8
4	Insurance Requirements.....	9 - 10
5	Pricing Proposal	11 - 17
	Signature Page	14
	Non-Collusion Affidavit	15
	Sales & Use Tax Form.....	16
	Experience & Reference Statement	17
	Contract	18 - 24
	Attachment "A" Scope of Work.....	25 - 35
	Attachment "B" Non-Discrimination Provision.....	36
	Attachment "C" Provisions Relating to Environment	37 - 38

1.

REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Directors of the Modesto Irrigation District, an irrigation district organized and existing under the laws of the State of California ("District"), will receive sealed Proposals for furnishing all labor, material, travel, technical, professional, administrative and other services, permits, licenses, supervision, equipment and facilities and all related expenses, and to perform all work necessary and required for the complete inspection of the District's transmission and distribution poles and the application of appropriate treatment to poles for the prevention and control of biological deterioration, all in strict accordance with the Contract for services and the specifications and instructions that are on file and may be obtained in the Purchasing Materials Department, at 929 Woodland Ave, Modesto CA 95351, during normal business hours.

Each Proposal shall be sealed and filed with the Purchasing Materials Supervisor before 2:00 p.m. Pacific Time on December 3, 2008 ("Closing Time"), at which time Proposals will be opened and available for review. Late Proposals will not be accepted, and will be time stamped and returned unopened to the Bidder.

Proposals shall be submitted on forms prepared by the District and in accordance with the specifications and instructions attached to this notice.

A valid California Class A Contractor's License and pesticide applicator's license will be required.

The work will be awarded to the lowest responsive and responsible bidder; provided, however, the District reserves the right to reject any or all Proposals and to waive any informality in proposals received.

Dated: November 10th, 2008

MODESTO IRRIGATION DISTRICT

By: Denise Ray
Denise Ray, Purchasing Materials Supervisor

2.

INSTRUCTIONS TO BIDDERS

Interested Bidder's shall submit one (1) original and one (1) copy of their response in accordance with this Request for Proposal. Proposal must be sealed and addressed as directed below. Proposal must be received by the District's Purchasing Materials Supervisor before 2:00 p.m. on December 3, 2008.

Mailed proposals shall be sent to:

RFP # 17324
Purchasing Materials Supervisor
Modesto Irrigation District
P.O. Box 4060
Modesto, CA 95352

Hand delivered or courier delivered proposals shall be delivered directly to:

RFP # 17324
Purchasing Materials Handling Department
Modesto Irrigation District
929 Woodland Avenue
Modesto, CA 95351

The envelope shall also state the name and address of the submitting firm. Proposals will not be accepted after the time and date set for proposal opening. All proposals received after said time and date will be time-stamped and returned to the bidder.

Modesto Irrigation District will not be responsible for late or misdirected proposal submittals. If proposals are mailed, bidder assumes all risk with regard to timely delivery.

Please refer questions regarding this RFP process to Denise Ray by e-mail: deniser@mid.org or by telephone at (209) 526-7688.

Bids must be firm and remain valid for sixty (60) days from and after the stated Closing Time, or until a Contract is fully executed by District and a Bidder, whichever is earlier.

QUALIFICATIONS OF BIDDERS

District will accept Proposals from qualified, licensed professionals who have been in the business of pole inspection and treatment for at least five (5) years. In order to be considered as a qualified Bidder, a Bidder must submit evidence of satisfactory completion of at least three (3) contracts similar in scope and magnitude to the District's. District will be the sole judge of whether the experience claimed by the Bidder is sufficient to meet these qualifications. Each Bidder shall have a current Class A California State Contractor's License and pesticide applicator's license will be required.

The District expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Bidder, compared to the work proposed justifies such rejection. Specifications may have additional qualification requirements. Bidder shall be responsible for reviewing and complying with all such requirements.

EXAMINATION OF CONTRACT DOCUMENT

Any Bidder planning to submit a Proposal is responsible for examining with appropriate care the complete Contract Document, consisting of Request for Proposals, Instructions to Bidders, Evaluation Criteria, Insurance Requirements, Pricing Proposal, Contract, Scope of Work, Non-Discrimination Provision, Provisions Relating to Environment, and all addenda thereto, and is also responsible for informing itself with respect to all conditions that might in any way affect the cost or performance of the Work. Failure to do so will be at the sole risk of the Bidder, and no relief can be given for errors or omissions by the Bidder.

REQUEST FOR INFORMATION

Direct all inquiries regarding the work or the specifications in writing to:

Modesto Irrigation District
Attention: Tom Williams, Project Manager
P.O. Box 4060
Modesto CA 95352
Phone: (209) 557-1521
Fax: (209) 526-7609

REVISIONS AND SUPPLEMENTS

If it becomes necessary to revise or supplement any part of the Contract Document an addendum will be provided. Receipt of an addendum to the Contract Document by a Bidder must be acknowledged by executing and submitting the addendum signature sheet as part of the Bidder's proposal.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Bidder's authorized representative may modify or withdraw Proposals only by written or facsimile request received by the Purchasing Materials Supervisor before the Proposal Submittal Closing Time.

PROPOSAL OPENING

Proposals will be kept unopened until the time stated for opening of Proposals. At such time the Proposals will be made public. Opened Proposals will be the property of District and will not be returned to Bidders. All Bidders or their authorized representatives are invited to be present at the Proposal opening.

DURATION OF CONTRACT

The initial contract term will be for two years with an option to renew at District's choice for additional one year periods up to a maximum of four (4) years.

PROPOSAL PREPARATION COSTS

The costs of developing proposals are entirely the responsibility of the Bidder and District shall not be responsible for the reimbursement of any of the cost or expense incurred by a Bidder for or relating to the preparation of its Bid.

OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES:

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

3.

EVALUATION CRITERIA

Bid evaluation will be based on an analysis of Bidder's proposal and Bidder's ability to furnish the Work, including labor, materials and equipment, necessary for successful completion of District's project in a timely manner. The Contract will be awarded to the lowest responsible and responsive Bidder based on the Bidder's total proposal.

District will consider the qualifications of the Bidders, whether or not the proposals comply with the prescribed requirements, applicable law and contractual provisions, and such clarifications and other data as may be requested prior to the award of a Contract. District may conduct such investigations, as District deems necessary to assist in the evaluation of any proposal.

For the purpose of evaluating proposals, consideration will be given, but not limited to, the following:

- Information required to be submitted under the Contract Document, including without limitation the: Pricing Sheet, Signature Page, Non-Collusion Affidavit, Sales & Use Tax Form, Experience and Reference Statement, and addenda if issued;
- Ability, capacity, organization, technical qualifications, and skill of the Bidder to perform the Contract;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- The ability of the Bidder to perform the Contract within the time specified;
- The previous and existing compliance by the Bidder with laws relating to the Contract;
- The quality of performance of previous contracts or services;
- Such other information as may be necessary or desirable and have a bearing on the Bidder's responsibility, including, without limitation, the Bidder's business judgment, pecuniary ability to do faithful and conscientious work, finance resources, promptness, suitability for the particular task, and the likelihood of performing faithful and satisfactory work.

District, in its discretion, may determine that a Bidder is not responsible under the conditions of its Bid and reject its Bid for any of the following reasons: (a) submission of more than one Bid from a Bidder under the same or a different name; (b) evidence of collusion with any other Bidder; (c) evidence that a Bidder is not qualified for the work involved to the extent of its Bid; (d) unsatisfactory performance record shown by past or current work; (e) incomplete work, whether for District or otherwise, which might hinder or prevent the prompt completion of the work bid upon; (f) failure to pay or settle bills for labor or materials on any former or current contract; (g) previous defaults by the Bidder in the performance of, or failure to complete, a written public contract, or conviction of a crime arising from a previous public contract; (h) any other inability, financial or otherwise, to perform the work.

AWARD OF CONTRACT

The successful Bidder will be notified by District of District's intent to award the Contract. District shall thereafter, deliver final contract documents to Bidder along with a notice of award of the Contract. Upon receipt of such notice of award, the successful Bidder shall deliver to District within ten (10) days, three (3) fully executed copies of the Contract along with the required insurance certificates and bonds. District will promptly determine whether such Contract, certificates and bonds are as required by the Contract Document and upon such determination will forward a fully executed copy of the Contract to the successful Bidder.

The failure of the apparent successful Bidder to properly execute and return to District the Contract, certificates of insurance and bonds, within the specified time period, shall entitle District to declare a breach of Contract by such Bidder, and without waiving any rights, to award the Contract to another Bidder. Such entitlements shall be in addition to all other rights and remedies that District may have.

4.

INSURANCE REQUIREMENTS

Contractor, at its sole cost and expense, and without limiting any of its other obligations or liabilities, shall maintain in effect at all times during the performance of the work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policies satisfactory to the District.

A. Workers' Compensation

Workers' Compensation insurance as required by the State of California, including Employers Liability limits of not less than one million dollars (\$1,000,000.00) per occurrence.

B. Business Automobile or Comprehensive Automobile Insurance

~~Business automobile or comprehensive automobile insurance including,~~ as applicable, owned, non-owned, and hired automobiles, in an amount not less than one million dollars (\$1,000,000.00) per occurrence combined single limit of bodily injury and property damage. If applicable, coverage shall include U.S. Department of Transportation Form MCS-90 (or comparable form required by other agencies) providing pollution coverage for transportation of hazardous waste.

C. Commercial General Liability or Comprehensive General Liability Insurance

Commercial general liability or comprehensive general liability insurance shall include, but not necessarily be limited to, coverage for premises and operations, contractual liability, personal injury liability, products/completed operations for the term of the contract and for at least two years after the completion of the work, and independent contractors, in an amount not less than one million dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury and property damage, two million dollars (\$2,000,000.00) aggregate.

All of Contractor's policies shall contain an endorsement providing that written notice by certified mail shall be given to the District at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

Each Insurance policy required pursuant to this Contract excepting policies for Workers' Compensation, shall contain the following:

- (1) Endorsements naming the District, its directors, officers, agents, employees, and volunteers, and each of them, as insureds as respects liabilities arising out of the performance of any work under this Contract, and providing that such insurance is primary insurance as respects the interest of the District and that any other insurance maintained by the District is excess and not contributing insurance with the insurance required hereunder.
- (2) "Cross Liability" or "Severability of Interest" clause.
- (3) Provisions or endorsements stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Contractor under this Contract, including without limitation that set forth in the indemnity provisions of this Contract.

Contractor shall furnish the District with certificates of insurance and with original endorsements affecting coverage required by this Contract. The certificates and endorsements for each insurance policy shall make reference to all the provisions and endorsements referred to above, and shall be signed on behalf of the insurer by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete certified copies of all required insurance policies at any time.

Any deductible or self-insured retentions must be declared to and approved by District. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, Contractor agrees to purchase the extended reporting period on cancellation or termination affected with a retroactive date, including at least the last policy year.

5.

PRICING PROPOSAL

In response to the Request for Proposals, the undersigned Bidder hereby proposes to furnish all labor, material, travel, technical, professional, administrative and other services, permits, licenses, supervision, equipment and facilities and all related expenses, and to perform all work necessary and required to inspect and treat wood poles in strict accordance with the terms of this Contract Document and the final contract, for the Price of:

IN-PLACE SOLELY-OWNED AND JOINTLY OWNED
DISTRIBUTION WOOD POLES

Contract	Description	Unit
Section		Cost
SW-3	Inspection Reports	\$ 0 /pole
SW-4	Visual Inspection	\$ 5.50 /pole
SW-5, 7	Partial Excavation with sound and bore	\$ 18.96 /pole
SW-5, 7	Complete Excavation with sound and bore (includes Sections SW-8, 10, 11)	\$ 61.50 /pole
SW-3	Install Visibility Strips	\$ 5.00 /pole
SW-3	Install Pole Numbers	\$ 4.50 /pole
SW-4, 7	Sound and bore only	\$ 10.25 /pole
* SW-6	Remove and replace concrete or pavement	\$ 34.50 /pole- sq. ft
SW-8	Deep decay	\$ 10.25 /pole
SW-11	TREATMENT:	
	SW-12, b External treatment	\$ 3.00 /pole
	SW-12, c Fumigant Treatment	\$ 5.00 /pole
	GPS shot at each pole, downloadable to District's GIS	\$.50 /pole
	Digital picture of each pole, downloadable to District's GIS	\$ 2.05 /pole
	Transformer Connectivity Survey	\$ 24.65/transformer
	Optional	
	Internal Treat Hollow Heart	\$ 15.00 / pole

* See cover letter

IN-PLACE SOLELY-OWNED AND JOINTLY OWNED

TRANSMISSION WOOD POLES

Contract	Description	Unit
Section		Cost
SW-3	Inspection Reports	\$ 0 /pole
SW-4	Visual Inspection	\$ 6.00 /pole
SW-5, 7	Partial Excavation with sound and bore	\$ 21.06 /pole
SW-5, 7	Complete Excavation with sound and bore (includes Sections SW-8, 10, 11)	\$ 82.00 /pole
SW-3	Install Visibility Strips	\$ 5.00 /pole
SW-3	Install Pole Numbers	\$ 4.50 /pole
SW-4, 7	Sound and bore only	\$ 12.81/pole
* SW-6	Remove and replace concrete or pavement	\$ 34.50/pole sq. ft
SW-8	Deep decay	\$ 13.07/pole
SW-11	TREATMENT:	
	SW-12, b External treatment	\$ 3.95 /pole
	SW-12, c Fumigant Treatment	\$ 7.50 /pole
	GPS shot at each pole, downloadable to District's GIS	\$.50 /pole
	Digital picture of each pole, downloadable to District's GIS	\$ 2.05 /pole
	Optional	
	Internal Treat Hollow Heart	\$ 17.75 /pole
	* See cover letter	

Bidder certifies that Bidder has examined and is fully familiar with all of the provisions of the Contract Document and any addendum thereto; that Bidder is submitting a proposal in strict accordance therein; and that Bidder has carefully reviewed the accuracy of all attachments to this Proposal.

Bidder agrees that this Proposal constitutes a firm offer to the District, which cannot be withdrawn for sixty (60) days from the date of actual opening of proposals. If awarded the Contract, Bidder agrees to execute and deliver to the District within ten (10) calendar days after receipt of District's Notice of Award, the executed Contract and required insurance certificates and bond forms.

Attached is the Bidder's Experience Statement (Page 17), which has been completed by respondent and made a part of this proposal.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): Seasonally adjusted U.S. city average, by expenditure category and commodity and service group-Continued

(1982-84=100, unless otherwise noted)

CPI-U	Seasonally adjusted indexes				Seasonally adjusted annual rate percent change for					
					3 months ended—				6 months ended—	
	July 2008	Aug. 2008	Sep. 2008	Oct. 2008	Jan. 2008	Apr. 2008	July 2008	Oct. 2008	Apr. 2008	Oct. 2008
Expenditure category										
Recreation ²	113.264	113.876	114.120	114.214	1.6	1.2	2.4	3.4	1.4	2.9
Video and audio ²	102.195	102.658	102.801	102.168	.8	-1.5	-2.9	-.1	-.4	-1.5
Education and communication ²	124.226	124.505	124.615	124.888	2.8	3.3	5.5	2.1	3.0	3.8
Education ²	181.582	182.734	183.462	184.260	6.7	5.4	5.3	6.0	6.0	5.7
Educational books and supplies	447.821	459.494	461.555	462.451	6.2	4.8	5.6	13.7	5.5	9.6
Tuition, other school fees, and childcare	523.254	525.789	527.863	530.257	6.7	5.4	5.3	5.5	6.1	5.4
Communication ²	84.840	84.702	84.526	84.538	-1.3	1.3	5.7	-1.4	.0	2.1
Information and information processing ^{1 2}	81.965	81.815	81.635	81.652	-1.5	1.4	5.3	-1.5	-.1	1.8
Telephone services ^{1 2}	101.339	101.301	101.311	101.407	-.5	2.4	7.6	.3	.9	3.9
Information technology, hardware and services ^{1 5}	10.087	10.012	9.901	9.874	-5.9	-2.3	-3.2	-8.2	-4.1	-5.7
Personal computers and peripheral equipment ^{1 6}	94.711	92.921	90.797	89.945	-12.2	-8.2	-15.7	-18.7	-10.2	-17.2
Other goods and services	346.962	347.715	348.540	349.441	3.9	4.8	4.6	2.9	4.4	3.7
Tobacco and smoking products ¹	596.782	597.361	597.581	599.744	8.9	2.6	14.9	2.0	5.7	8.3
Personal care	201.660	202.169	202.768	203.231	2.5	5.5	1.8	3.2	4.0	2.5
Personal care products ¹	158.989	159.252	159.643	159.826	-.5	3.1	-1.0	2.1	1.3	.5
Personal care services ¹	223.719	224.151	224.614	225.564	3.8	5.3	1.7	3.3	4.6	2.5
Miscellaneous personal services	340.264	341.606	343.441	343.499	4.8	6.1	3.6	3.9	5.4	3.8
Commodity and service group										
Commodities	180.657	179.687	179.530	175.334	11.5	.8	17.0	-11.3	6.0	1.9
Food and beverages	215.539	216.778	217.996	218.569	4.6	6.1	8.0	5.7	5.4	6.9
Commodities less food and beverages	160.622	158.775	158.058	152.036	15.6	-2.0	22.3	-19.7	6.4	-.9
Nondurables less food and beverages	211.267	207.465	205.585	194.214	29.9	.5	35.4	-28.6	14.3	-1.7
Apparel	119.574	120.157	120.005	118.843	4.6	-4.6	4.2	-2.4	-.1	.8
Nondurables less food, beverages, and apparel	275.611	270.166	266.376	245.230	38.4	2.4	52.4	-37.3	19.1	-2.3
Durables	111.425	111.140	110.513	109.868	-.2	-2.1	.0	-5.5	-1.2	-2.8
Services	257.269	257.642	257.662	257.742	3.7	3.4	6.2	.7	3.6	3.4
Rent of shelter ⁴	257.575	257.717	258.498	258.583	3.7	.8	2.9	1.6	2.2	2.2
Tenants' and household insurance ^{1 2}	118.764	118.562	119.944	119.916	2.8	3.4	1.2	3.9	3.1	2.5
Gas (piped) and electricity ³	214.896	212.549	205.785	205.538	.6	27.0	35.9	-16.3	13.0	6.7
Water and sewer and trash collection services ²	151.857	153.832	154.269	155.827	6.7	3.8	6.4	10.9	5.3	8.6
Household operations ^{1 2}	148.290	149.169	150.193	150.052	5.2	8.5	7.1	4.8	6.9	5.9
Transportation services	246.409	248.277	248.422	247.447	5.2	3.8	10.4	1.7	4.5	5.9
Medical care services	385.353	386.458	387.816	388.489	5.1	1.6	3.6	3.3	3.3	3.4
Other services	296.752	297.887	298.481	298.953	3.5	3.4	4.8	3.0	3.5	3.9
Special indexes										
All items less food	219.806	219.250	218.972	216.434	7.1	1.7	10.9	-6.0	4.4	2.1
All items less shelter	210.755	210.264	209.885	206.884	8.4	3.0	14.4	-7.1	5.7	3.1
All items less medical care	211.774	211.433	211.322	209.135	6.9	2.4	11.2	-4.9	4.6	2.8
Commodities less food	162.695	160.922	160.257	154.412	15.1	-1.8	21.5	-18.9	6.3	-.7
Nondurables less food	212.335	208.004	206.042	195.181	28.0	2.1	34.4	-28.6	14.3	-2.0
Nondurables less food and apparel	269.125	263.228	259.597	241.328	34.9	3.7	47.7	-35.3	18.3	-2.3
Nondurables	215.067	213.122	212.583	207.029	15.6	4.5	21.8	-14.1	9.9	2.3
Services less rent of shelter ⁴	276.996	277.598	278.660	276.380	3.6	6.7	11.1	-.9	5.1	4.9
Services less medical care services	246.945	247.327	247.172	247.197	3.2	3.7	6.8	.4	3.4	3.5
Energy	270.602	262.107	257.086	235.053	43.6	5.6	79.4	-43.1	23.1	1.1
All items less food and energy	215.529	216.080	216.528	216.484	3.4	2.0	4.2	1.8	2.7	3.0
Commodities less food and energy commodities	140.792	140.885	140.655	140.136	3.1	1.2	3.5	1.1	2.2	2.3
Energy commodities	340.411	325.603	321.888	278.005	82.5	-6.1	113.5	-55.5	30.9	-2.5
Services less energy services	261.729	262.367	263.046	263.159	3.9	1.9	4.1	2.2	2.9	3.2

¹ Not seasonally adjusted.

² Indexes on a December 1997=100 base.

³ This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

⁴ Indexes on a December 1982=100 base.

⁵ Indexes on a December 1988=100 base.

⁶ Indexes on a December 2007=100 base.

NOTE: Index applies to a month as a whole, not to any specific date.

Bidder certifies that he is currently licensed as a contractor under the California State Contractors License Law to perform all work required under this contract (if applicable).

Bidder's California State
Contractor's License #: 855333

License Expiration Date: 3/31/09

Type of Contractor's License: C61/D12 C61/D31A

SIGNATURE PAGE

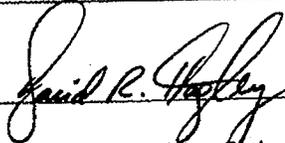
Submitted by,

BIDDER'S BUSINESS NAME (type or print):

Osmose Utilities Services, Inc.

By (print name): David R. Hagley

Signature: _____



Type of Business (Corp, Partnership, Sole Proprietorship). If Corporation, what State of incorporation: Corporation - Delaware

Business Address: 215 Greencastle Road

Tyrone, GA 30290

City, State & Zip

Business Phone: 770-632-6700

Business Fax: 678-364-0844

Business e-mail: osmosecontracts@osmose.com

Date Signed: December 5, 2008

NON-COLLUSION AFFIDAVIT

State of ~~California~~ Georgia)
County of Fayette) ss.

David R. Hagley [Name of Person Executing Bid], being first duly sworn,
deposes

and says that he or she is Vice President-Contracts [Title] of Osrose Utilities Services, Inc.
[Name of Company] the party making the foregoing bid; that the bid is not made in the
interest of, or on behalf of, any undisclosed person, partnership, company, association,
organization, or corporation; that the bid is genuine and not collusive or sham; that the
bidder has not directly or indirectly induced or solicited any other bidder to put in a false
or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed
with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from
bidding; that the bidder has not in any manner, directly or indirectly, sought by Contract,
communication, or conference with anyone to fix the bid price of the bidder or any other
bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other
bidder, or to secure any advantage against the public body awarding the contract of
anyone interested in the proposed contract; that all statements contained in the bid are
true; and, further, that the bidder has not, direct or indirectly, submitted his or her bid
price or any breakdown thereof, or the contents thereof, or divulged information or data
relative thereto, or paid, and will not pay, any fee to any corporation, partnership,
company association, organization, bid depository, or to any member or agent thereof to
effectuate a collusive or sham bid.

David R. Hagley
(Signature)

Witness my hand and official seal.

Luinda M. Pearson
(Notary)

My Commission Expires
11/01/ 2012

SALES & USE TAX FORM

Complete the following information to cover all taxable items to be provided under the Contract. The information provided will be used as for compliance with California's sales and use tax requirements.

- Bidder is a California vendor or a California registered vendor required to bill and collect California Sales Tax.

California State Registration Number: _____

- Bidder is not required to bill and collect California Sales Tax.

Reason: _____

- Bidder shall pay all sales/use taxes and such amounts are included in the Lump Sum Price set forth in this Bid.

Sales and Use Tax Breakdown

Total Lump Sum Bid Price: \$ _____

Non-Taxable Total: \$ _____

Taxable Total: \$ _____

Tax Rate: ___ 7.375% - Stanislaus County \$ _____
 ___ 7.75% - San Joaquin County \$ _____
 ___ 8.75% - Alameda County \$ _____
 ___ 7.375% - Other \$ _____

Ship to Location: _____

Sales tax shall be billed pursuant to the payment provisions of the Contract, with the various amounts (taxable, sales tax, other) separately identified.

EXPERIENCE AND REFERENCE STATEMENT

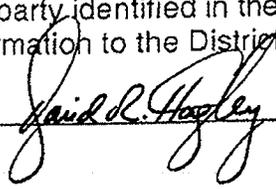
Bidder submits, as a part of its proposal, the following statements as to its experience and qualifications. The Bidder certifies that all statements and information set forth below are true and accurate.

- Bidder has been engaged in the business of Utilities Services under its present business name for 6 years. (See Company History)
- Bidder's experience in work of a similar nature in type and magnitude to that set forth in the RFP and Contract extends over a period of 74 years.
- Provide the firm's Workers compensation Experience Modification Rating for the current and three prior years: See attached
- Financial; References: M&T Bank
One M&T Plaza
Buffalo, NY 14203
Mike Prendergast
716-842-5862
- List at least three references for work of a similar nature performed within the last three years. (Description of work, Year completed, Dollar amount rounded to closest thousand dollars)
See attached lists

- Describe all state and federal OSHA citations and reportable incidents involving the firm in the last five (5) years.
See attached OSHA Investigation

By completing this Experience and Reference Statement, Bidder authorizes the District, its agents and employees, to communicate with and obtain information from any party identified in such statement, and authorizes any party identified in the Experience and Reference Statement to furnish and release information to the District, and its agents and employees.

(Signature)





January 16, 2008

Ms. Jeanne O'Connell-Gedra
Osmose Holdings Inc
980 Ellicott Street
Buffalo, NY 14209-2398

Re: Workers Compensation Experience Rating Modification

Dear Jeanne:

The purpose of this letter is to confirm your Workers Compensation Experience Rating Modification factor for the years 2005 through 2008.

The modification factors for the subject years are as follows:

1/1/05 to 1/1/06	1.12
1/1/06 to 1/1/07	.93
1/1/07 to 1/1/08	.66
1/1/08 to 1/1/09	.68

If you should have any questions, please do not hesitate to call me.

Thank you for this opportunity to be of service.

Sincerely,

Judy Ellcome

Judith J. Ellcome
Commercial Lines Manager



CUSTOMER REFERENCES
POLE INSPECTION, TREATMENT AND RESTORATION SERVICES

CUSTOMER NAME	WORK TYPE	CONTACT	CONTACT INFORMATION
Pacific Gas and Electric	PIT / PR	Daran M. Santi	PHONE: (415) 973-2942 E-MAIL: DMS8@pge.com
PacificCorp	PIT / PR	Joe Veltri	PHONE: (801) 220-7412 E-MAIL: joe.veltri@pacificcorp.com
Hawaiian Electric Company	PIT / PR	Mark Simmonds	PHONE: (808) 543-7376 E-MAIL: mark.simmonds@heco.com
Tacoma Power	PIT / PR	Tim Ross	PHONE: (253) 502-8545 TROSS@ci.tacoma.wa.us
Snohomish County Public Utility District #1	PIT	Stephen Stagvik	PHONE: (425) 783-5575 SNStagvik@SNOPUD.com
Clatskanie Public Utility District	PIT	Denise Palm-Yeln	PHONE: (503) 728-2163 denisepy@clatskaniepub.com
Central Electric Cooperative, Inc.	PIT	M.L. Norton	PHONE: (514) 312-7774 mnorton@cec-co.com
Turlock Irrigation District	PIT	Kirk Tabar	PHONE: (209) 883-8349 kdtabar@tid.org
Sacramento Municipal Utility District	PIT	William Carnes	PHONE: (916) 732-6716 wcarnes@smud.org

Bidders Experience

	Value of 2007 Services	Type of Work	
<u>Firm Name</u>		<u>GL/PR</u>	<u>Contact Name/Phone/E-Mail</u>
Cheyenne Light, Fuel & Power	\$75,000	PIT	Bill Stockman, 307-778-2164
Clatskanie PUD	\$90,000	PIT	Jack Kolze, Keene Basso (503)728-2163
Lost River Electric	\$97,000	PIT	Bo Beizer, 208-588-3311
Nevada Power	\$221,225	PIT	Tom Healey, - Contracts Administrator 702-657-4108
Pacific Gas and Electric	\$6,938,220	PIT	Mr. Daran M. Santi, 415-973-2942, DMS8@pge.com
PacificCorp	\$6,053,183	PIT	Joe Veltr, 801-220-7412, joe.veltri@pacificcorp.com
Salmon River Electric	\$42,000	PIT	Rick Leuzinger, 208-879-2283
Salt River Project	\$555,545	PIT	Larry White, 602-236-8317, rlwhite@srpnet.com
San Diego Gas & Electric	\$725,664	PIT	Jim Miles, 858-654-8602, JMiles@semprautilities.com

Osmoste Utilities Services, Inc.
September 8, 2004 OSHA Investigation Description

A virtually impossible to predict guy wire failure resulted in the death of an experienced 14-year Foreman with over 100,000 safe crew hours in the State of Alabama. This employee was installing a guy marker on a transmission pole guy wire. The guy wire broke at the anchor eye below ground, causing the employee to fall backwards. The broken guy wire came in contact with the employee and underbuilt distribution electrical lines at the same time, resulting in electrocution and death.

OSHA investigated and did not issue any citations. This tragic accident was communicated to all employees, and electrical safety training and personal protective equipment was evaluated by various Osmoste operational groups and the Osmoste Central Safety Committee. Detailed training procedures were developed to evaluate the condition of buried guy wires that are likely to be corroded, as well as guy marker installation procedures to keep employees from working between a guy wire and a pole.

Inspection: 308015544 - Osmoste Utilities Services, Inc.

Inspection Information - Office: Birmingham		
Nr: 308015544	Report ID:0418300	Open Date: 09/08/2004
Osmoste Utilities Services, Inc. Hwy 91 Near Copper Head Road Helena, AL 35080		Union Status: NonUnion
SIC: 9999/Nonclassifiable Establishments		
NAICS: 321114/Wood Preservation		
Mailing: 282 Highland Park Drive, Birmingham, AL 35242		
Inspection Type: Accident		Advanced Notice: N
Scope: Complete		
Ownership: Private		Close Conference: 09/08/2004
Safety/Health: Safety		Close Case: 12/17/2004
Emphasis: L:Ohpwrln		
Optional Information: Type ID Value		
	N 10	IMMLANG-N
Related Activity: Type ID Safety Health		
	Accident 101272953	



COMPANY HISTORY (INTRODUCTION TO OSMOSE)

Osmose's mission is to help utilities improve the performance and lower the costs of distribution and transmission networks. For over Seventy years, Osmose has provided an array of industry leading maintenance services and materials designed to extend the useful life of critical infrastructure. These include wood pole maintenance, pole restoration, pole load analysis software, transformer maintenance, steel tower and anchor corrosion programs, grounding systems and vegetation management.

In recent years, Osmose has leveraged its capabilities to hire, train and manage small mobile crews. We have an extensive portfolio of field data acquisition services designed to help utilities improve reliability, increase revenues and lower costs. These include Facility Inspections, Streetlight and Joint Use inventories, Connectivity and Phasing surveys, GIS attribute collection and more. The acquired data can be delivered in many different geospatial formats.

Today, utilities consider their information systems and databases to infrastructure that is equally as critical as poles, cables and transformers. Osmose data services provide utilities with the highly accurate data they require to achieve the savings expected from GIS, OMS, WMS and engineering software systems. FastGate® Mobile supports data acquisition, while FastGate enables data delivery, data maintenance and systems integration.

The Osmose Family of Companies History and Origin

During the early 1930's, Dr. Carl Schmittutz of Bad Kissingen, Germany invented a process and formula for the preservation of wood. He organized the Osmose Wood Impregnating Company of Leipzig, Germany, and obtained patents for this process in many countries throughout the world, including the United States and Canada. The F.W. Woolworth Co. (well known as the "5 and Dime" Store) had accumulated large reserves of capital in German banks through the highly successful operation of numerous stores in cities all across Germany. In 1932, the German government froze the transfer of any German currency or profits. To circumvent this government order, the Woolworth Company purchased patents for the Osmose process of wood preservation from Dr. Schmittutz and organized the General Osmose Corporation.

On November 13, 1934, Osmose Wood Preserving Co. of America, Inc. was organized in the State of New York to market this patented wood preservation technology in the United States and Canada. In 1940, Osmose sold its Canadian rights to Osmose Wood Preserving Co. of Canada, Ltd. (Montreal). Woolworth remained the largest stockholder in Osmose until 1953. In the 1980's the name was shortened to Osmose Wood Preserving, Inc., and further shortened in 1998 to Osmose, Inc. On January 1, 2003 the company was incorporated as Osmose Holdings, Inc., and three subsidiaries were created; (1) Osmose, Inc., (2) Osmose Utilities Services, Inc. and (3) Osmose Railroad Services, Inc.

The original Osmose patents described a preservative process using sodium fluoride, potassium bichromate, sodium arsenate and dinitrophenol. This preservative was known in the industry as "FCAP" preservative. Penetration of preservatives was achieved through the process of diffusion or "osmosis" into green wood or wood of high moisture content. One early commercial use in the United

Osmose®

States was a timber dipping and stacking process used by coal mines. These mines had a plentiful supply of green timbers which could be treated on site for use as mine timbers. Another early use was the development of a paste formulation of FCAP preservative for in-place treatment of utility poles in the groundline area. Similar formulations and processes are still in use today for the groundline treatment of utility poles.

Osmose has been afforded many opportunities of diversification into specialized areas of wood preservation and other types of businesses. An overview of Osmose Holdings, Inc. and its subsidiary companies is outlined in the following sections.

Osmose Holdings, Inc. – Corporate Headquarters

All corporate functions, including the Executive, Finance, Manufacturing, Research and Accounting Departments, are located in Buffalo, New York.

The Research Group helps to develop new preservatives and treatment products. Staffed with wood technologists, chemists, microbiologists and analytical technicians, the Research Group supports Osmose affiliated companies and their customers with technical expertise, testing and analytical services.

Osmose manufacturing facilities produce highly specialized products and materials that are used by Osmose field crews and/or sold to utility, railroad and wood treating plant customers. Osmose Utilities Services products such as COP-R-PLASTIC and PoleWrap are manufactured in the Buffalo manufacturing facility. Additional manufacturing plants are located in Millington, Tennessee; Rock Hill, South Carolina; Campbellville, Ontario (Canada) and Tangent, Oregon.

Osmose Utilities Services, Inc.

Osmose Utilities Services, Inc. provides inspection, data and maintenance services and products to utilities throughout North America. Known originally for the manufacture of remedial wood preservatives and for the inspection and treatment of in-service poles, Osmose has recently expanded its area of expertise and the services and products that it offers.

Pole inspection, remedial treatment, pole restoration and pole maintenance products remain the foundation for Osmose core services. As Osmose has expanded its knowledge of utility infrastructure, new inspection and maintenance services were developed for padmounted transformers, steel towers and poles, grounding systems and the control of undesirable right-of-way vegetation with herbicides.

The most significant diversification has been into the world of utility data services and software. Osmose has responded to utility needs for accurate data that is necessary to power operations software and GIS (Geographic Information Systems) applications. These automated systems, such as Outage Management, are intended to help operate Transmission and Distribution systems more efficiently. Osmose utilizes its leading FastGate technology to provide field data collection, data migration, custom software and mobile computing applications.

Osmose®

Osmose Railroad Services, Inc.

Headquartered in Madison, Wisconsin, Railroad Services provides inspection and engineered repair services to the owners of timber, concrete, and steel bridges and structures throughout the United States and Canada. Railroad Services also provides specialty products that provide protection for railroad ties.

Osmose, Inc.

Osmose, Inc. is headquartered in Griffin, Georgia, and is responsible for the sale of Osmose brand wood preservatives and treating plant equipment to wood treating plants around the world. Osmose, Inc. is recognized as the premier supplier of state-of-the-art engineering services and customized marketing services, with emphasis on advertising, sales promotions, and merchandising assistance for treating plant customers and retail lumber dealers serviced by these plants. The Company has achieved great success in marketing specialty additive products, including color additives, mold inhibitors, and water repellents for use with wood preservatives.

Osmose, Inc. operates a number of groups and subsidiaries, including the Consumer Products Group, which distributes brush-on water repellents, stains and specialty fasteners through retail lumber dealers. In addition, the Company maintains a television and radio production facility to provide highly specialized audio and video services, including TV and radio commercials, corporate videos and training presentations.

Osmose's wood preservation expertise in the pressure treating and utility industries extends throughout the world. Osmose sells external, internal and fumigant pole treatments, and restoration and repair products, to utility companies worldwide. Osmose is also a major player in the global wood preservation market, providing industrial wood preservatives, treating plant engineering and process control services, and canned preservatives and decorative products. Osmose subsidiaries or operating units outside of the United States include:

- Timber Specialties Co. based in Campbellville, Ontario (Canada).
- Osmose UK operates in the United Kingdom, Ireland, Asia and the Far East.
- Osmose Australia, based in Sydney, and Osmose New Zealand, headquartered in Auckland.
- Osmose Nordic: The Osmose Nordic group is headquartered in Copenhagen and with subsidiaries in Sweden, Norway, and Finland.

TRU-CHECK, Inc.

Tru-Check provides contract meter reading, automatic meter reading device installation and maintenance, meter testing and meter exchange programs to utilities. Osmose Holdings, Inc. owns 50% of Tru-Check.

Osmose®

Company Profile Information

Osmose Utilities Services, Inc.
215 Greencastle Road
Tyrone, GA 30290
(770) 632-6700

- Larry B Larson, President
- Osmose is a US Company headquartered in Tyrone, Georgia.
- Osmose is a Private Corporation currently employing approximately 1,800 people across the United States.

Osmose Utilities Services, Inc.

Osmose is one of the best known and respected brand names in the utility industry. This reputation has been built with high quality products and contract services. Osmose believes that it is best served by putting the interests of our customers first and foremost. Most utility managers will choose to buy critical services from people who consistently perform as promised. This is the basis of our business philosophy.

Osmose provides a variety of services to utilities. These services are intended to improve the reliability of our customer's transmission and distribution systems, while reducing their cost. Wood pole inspection and treatment, pole restoration and material sales are the core businesses that spawned the other services now offered by Utilities Services. In the Utility world, Osmose personnel have always been known as "the pole people". Our reputation for quality contract services has extended to Data Services, Right-Of-Way Vegetation Management, Grounding System Evaluation and Maintenance, Padmounted Transformer Inspection and Repair, and Steel Tower Corrosion Protection services.

What follows is a brief description of various Utilities Services contract services.

Pole Inspection & Treatment Services

Pole inspection and treatment is still the largest service offered by Osmose. There are a number of acceptable ways to inspect poles, depending on the customer's objectives, their budget, and the species of poles in service. Our goal is to provide accurate inspections to reduce a utilities' risk of pole failures, reduce costs and improve the reliability of their system.

Osmose remedial treatments for wood poles are the most effective that are available. The timely application of remedial treatments on a cyclical basis can save a utility millions of dollars per year in avoidable pole replacement costs.

Osmose®

Frequently add-on services will be performed along with wood pole inspection and treatment. These may include pole numbering, attachment surveys, inspection of the grounding system, inspection of anchors and guy wires, and inspection of overhead equipment.

In addition to wood pole inspection and treatment, Osmose offers a variety of additional field crew services that allow utilities to extend asset life, increase system reliability and save money:

Right-of-Way Services: Utilities spend millions of dollars each year cutting brush and trimming trees to prevent outages and allow safe and quick access to poles. Once a right-of-way has been reasonably cut and trimmed, it is less damaging to the environment and significantly less costly to maintain it by using selective herbicides rather than to cut it again with heavy equipment. Selective herbicides control the growth of unwanted tall and woody species, while encouraging the growth of wildflowers and grasses. The skills and habits that are necessary to correctly apply herbicides are similar to those required to apply remedial treatments to wood poles. Safe handling and application techniques, and protection of the environment are critical.

Grounding System Inspection and Maintenance: Osmose grounding system services help improve system reliability, help prevent and minimize hazards, and improve public safety and personal safety. Improving the direct path to ground for lightning strikes provides circuit protection and allows reclosers and switches to function properly, protecting above-ground electrical equipment by lowering ground resistance. An Osmose field crew can check and evaluate the condition of a pole's grounding system, and can measure ground resistance and compare it to a customer's specifications.

Steel Tower Inspection and Maintenance: Transmission towers are the backbone of a utilities transmission system. Even brief outages can have a huge impact on revenue, customers and reliability. While only 20% of failures occur on transmission lines, they have a far greater impact than the other 80% of distribution outages. Conditions leading to a failure include structural degradation, rust, corrosion, concrete damage and grounding problems. Osmose steel tower inspection services include evaluation of overhead facilities and groundline conditions. Osmose steel tower maintenance services include footing, concrete and/or steel repair, repainting steel structures, concrete pad sealing, and bolting and welding repair plates.

Padmount Transformer Inspection and Maintenance: Rusted, corroded or weathered padmount transformer cabinets can contribute to outages, safety hazards and customer complaints. Osmose services can extend the useful life of the cabinet, promoting increased reliability of electrical service while enhancing the appearance of these highly visible pieces of equipment. Osmose crews are trained and certified to work safely around padmount transformers. The crew can inspect the transformer cabinet externally and internally to evaluate its condition and create an inventory record. Removal of insects, plant life and debris helps reduce the possibility of an electrical failure. Pesticides may be placed inside the cabinet to help control future growth of plants and the return of insects or animals. Non-contact, laser-sighted infrared temperature tests may be used to detect elevated temperatures caused by dangerous arcs or other conditions. Padmount transformers that are tilted can be leveled and backfilled with materials specifically formulated for this duty. Lines and leads within the cabinet can be tagged to customer specifications for easier identification and future maintenance. The Osmose

Osmose®

coating system incorporates a rust-converting primer and a finish developed to help prevent premature cabinet replacements due to corrosion and oxidation.

Pole Restoration Services

As poles decay they may lose sufficient strength to be classified as "rejects". With sufficient time all poles eventually will decay unless remedial treatments are applied. When a pole has deteriorated to the point of being a reject, the pole owner must restore it or replace it. Osmose Pole Restoration Systems typically cost about one-third of a new pole replacement.

Osmo-C-Truss and FiberWrap restoration systems have been extensively engineered and tested. Their reputation for reliability is unsurpassed. As a Pole Inspection & Treatment Foreman, one of your responsibilities is to classify rejects as either being a restorable or a replacement candidate. This is critical information that must be accurately and completely recorded.

The Telecommunications Act of 1996 allows a third party the right to attach their equipment to existing utility poles and conduits. The strength of a pole that is already fully loaded can be upgraded with an Osmo-ET-Truss™. The Osmo-ET-Truss is engineered to increase bending capacity of in-service wood poles, avoiding the expense and time of pole replacement. By installing the Osmo-ET-Truss, the bending capacity of a pole can increase by two or more classes allowing it to safely carry more wires and equipment. In most cases, a line can remain energized during installation of the Osmo-ET-Truss so there is no interruption of electric service. Osmose has developed a new truss to complement the success of our existing Osmo-C-Truss™. The new Osmo-C2-Truss™ has a lighter weight, higher strength and lower cost. It also has a low profile design for maximum efficiency. The innovative design enables Osmose to lower our costs and we are pleased to pass along significant savings to our customers.

O'Calc™ is an easy-to-use pole loading software program specifically developed to accurately assess loads on existing poles. O-Calc has been specifically developed to aid companies in their efforts to make an accurate assessment of transverse and vertical loads on an existing pole. The program provides an input format that technicians can easily follow. Once the existing load on a pole is analyzed in O-Calc, it is easy to evaluate the impact of adding cables or increasing the size of conductors.

Data Services

Data Services is a fast growing business, created by the automation in computer systems of maps and inventory information for utility facilities. Data Services offers field data collection of utility network information and customized data management services.

Osmose helps provide utilities with the high-quality data needed to help make informed decisions and reach important business and organizational objectives. This is accomplished using FastGate® software. FastGate provides a wide range of data-related capabilities that are critical to utilities, including access to data from a variety of sources, accurate data collection in the field, automated data development and processing, and data delivery to key utility applications and data repositories. The

Osmose®

result is accurate, high-quality data utilities need to operate Outage Management Systems, enhance system performance, manage assets more effectively and increase customer satisfaction.

Osmose's goal is to provide the best equipped, supervised and trained technicians to collect the field data necessary to build and improve utility maps and databases. Data Services Technicians and Foremen use specialized equipment including FastGate Mobile software, GPS receivers, laser measuring devices and handheld field computers.

Material Sales

Osmose sells many of the products you use every day to utility "do-it-yourselfers" and other contractors. In addition, Osmose manufactures products designed to repair damaged poles or enhance pole service life. Following is a listing of some of those products. Your accurate field inspection reports can save our customers thousands in unnecessary replacement costs, while generating revenue through the sale of products.

- **CoverCap®:** Manufactured from low-density polyethylene, CoverCaps are available in a variety of sizes to fit the tops of new poles. Can be used with or without Pole Topper Fluid.
- **Groundwire Molding:** A flexible and durable molding designed to protect groundwires, and keep passersby from coming into contact with stray voltage in the grounding system.
- **Guy Markers:** A bright yellow protective shield covering the lower portion of a down guy. Required by many States, guy markers bright color make them easily visible so children, homeowners and road construction workers do not run into and injure themselves on a guy wire. Made from specially formulated polyethylene or PVC.
- **FLURODS™:** These solid sodium fluoride (NaF) rods are used as an internal treatment by contractors and utility customers for in-house use.
- **MITC-FUME® and WoodFume®:** These Fumigant products are also available for sale to other contractors or utility customers for in-house use. TimberFume is used exclusively by Osmose crews.
- **COP-R-PLASTIC™:** The paste groundline preservative containing sodium fluoride and copper naphthenate typically used by Osmose field crews. Supplied to properly licensed contractors or utilities that conduct their own in-house pole inspection and treatment programs.
- **OsmoWeld® and OsmoWeld® LV™:** An epoxy system designed to fill holes and repair damage caused by woodpeckers. OsmoWeld, a two component, manually mixed system has been in use since the early 1960's. OsmoWeld LV, also a two component

Osmose®

system, is automatically mixed and dispensed via a unique dual cartridge mixing system.

- **Pole Protector™**: A foam padding system enclosed in a durable plastic molding which wraps around a pole from groundline to approximately 5 feet above groundline. The Pole Protector is designed to help protect poles from minor vehicle impacts in parking lots, on corners and in other high traffic areas.
 - **PoleSplint™**: A portable galvanized steel reinforcement system to repair above ground damage. The two halves of a PoleSplint are clamped around a woodpecker hole and can normally return a utility pole to 85% or more of new pole strength.
 - **Pole Topper® and Pole Topper Fluid™**: Pole Topper is a dry, self-adhering pole top protection system. Used on in-service or new utility poles. Cop-R-Nap Pole Topper Fluid is available in a 16 ounce squeeze bottle and is used to treat woodpecker holes, pole tops and bolt holes.
-
- **PoleWrap™**: A pole bandage that can be applied by utility personnel to poles set in concrete, reset poles or high value installations. The active ingredient is sodium fluoride. PoleWrap is available in rolls or individual pole sizes. It is dry to the touch and very easy to use.
 - **Shigometer**: A specialized instrument designed to detect the earliest stages of decay through the measurement of wood's electrical resistance.
 - **Wildlife and Outage Protection Products**: A complete line of sonic, anti-perching and contact prevention devices are offered to improve reliability and reduce the chance of wildlife making contact with electrical equipment.

Trade Organization Affiliations

Osmose is an Associate Member of Edison Electric Institute, we are Active Members in American Wood Preserving Association, National Rural Electric Cooperative Association, National Telephone Association. We also have staff members in the IEEE.



**RECOMMENDED REVISIONS TO MODESTO IRRIGATION CUSTOMER'S CONTRACT
FROM OUR GENERAL COUNSEL**

We are also including our recommended revisions to your contract for contract work. In recent years, there have been many changes in contractual language with most of our customers. In order to be fair and equitable to everyone involved and to make sure the contractual language is applicable to the specifics of our scope of work, Osmose now reviews all contracts with our legal department. Most likely, your company performs similar reviews. Our General Counsel, Ms. Liza Tommaney, can be contacted at (716) 319-3477 to resolve any issues regarding our proposal. As with most proposals, we are confident all issues can be resolved prior to the start of the project. It is our intent to be a reliable vendor for years to come. This is not intended to delay the RFP process, but to have the opportunity to review terms and conditions specific to this project.

Insurance Requirements

Pg. 10. Last paragraph. Please delete first sentence: "Any deductible or self-insured retention must be declared to and approved by District."

Contract for Pole Inspection Treatment Services

4. At the end of paragraph, please add: "Payment of all invoices is due upon receipt by District. A service charge of one and one-half percent (1½%) per month will be added to all invoices not paid within thirty (30) days of the invoice date and District agrees to pay such charge on any undisputed invoices."

8. Lines 4-5. Please delete sentence: "Contractor shall promptly correct any hazard affecting the performance of the work." Instead replace with: "As a courtesy and not an affirmative obligation Contractor will advise District of any obvious (with obvious as defined by the average residential consumer of electricity) discrepancies seen or unsafe conditions such as loose guy wires, low hanging wires, leaning poles. Contractor does not warrant that all discrepancies or unsafe locations will be located."

11. At the end of paragraph, please add: "Notwithstanding any other language to the contrary, in no event shall Contractor be responsible for or be required to defend, indemnify or hold harmless District from and against any claim for personal injury (including death) or damage to property or loss of use which occurs more than one (1) year after completion of the Work."

12. Please delete and replace with: "Contractor shall perform all Work in a safe, efficient, good and workmanlike manner. Contractor warrants for a period of one (1) year from the date of completion that the Work shall conform to the Agreement specifications & Exhibit B and shall have been performed with the ordinary skill and care of wood pole inspection professionals. As a condition to this warranty, District must give Contractor written notice within ten (10) days after District first discovers or receives notice of any alleged non-conforming Work. If any Work is found not to conform to the specifications, taking into account Exhibit B, Contractor shall, at its option, either refund that portion of Contractor's fees pertaining to such non-conforming Work or repair or replace the defective Work at no cost to District. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL ACTIONS AGAINST CONTRACTOR BY DISTRICT IN WARRANTY, TORT, CONTRACT OR OTHERWISE MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE DATE OF ACCRUAL OF SUCH ACTION. IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, UNLESS CAUSED BY THE WILLFUL MISCONDUCT OF CONTRACTOR. CONTRACTOR MAKES NO WARRANTY AS TO THE LONGEVITY OR USEFUL LIFE OF WOOD POLES INSPECTED AND/OR TREATED BY CONTRACTOR.

Osmose®

Recommended Revisions
Page -2-

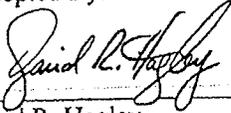
SW-12. Line 6. Amend to read: *"To the extent such damage is caused by the intentional misconduct or negligent acts or omissions of the Contractor, its employees or Subcontractors, Property owners' complaints..."*

Attachment C

(a) Line 1. Please amend first sentence to read: *"Other than the products associated with preservatives intended for the control and prevention of wood destroying organisms, Contractor shall not..."*.

(e) pg 38. Last sentence, please amend to read: *"...of this Contract for a period of one (1) year from the completion of the work."*

Accepted By:



Date December 5, 2008

David R. Hagley
Vice President-Contracts
Osmose Utilities Services, Inc.

Accepted By:

_____ Date _____

Name: _____

Title: _____

MODESTO IRRIGATION DISTRICT



SUMMARY OF SAFETY PROGRAM

The management of Osmose considers their fellow employees to be their most valuable resource; therefore we strive to create the means for each person to maintain a safe and healthy work environment. With this statement as a premise, we have developed a "living" Safety program capable of harmonizing the standard operating procedures of our crews with the various specifications of our contracts.

Objectives of the Program

The Osmose Safety Training Program is dedicated to ensuring the safety of all Osmose personnel and promoting safe working rules and practices, both in the field and in non-field activities. The Osmose Safety Training Program is a central component of the overall training received by Osmose field personnel. Key objectives of safety training include the following:

- Safe test and related work practices
- Hazard recognition in the field
- Best safety practices with respect to utility structures
- Emergency safety measures
- Risk assessment and avoidance
- Driving, equipment, and vehicular safety

In addition to these basic safety objectives, Osmose personnel receive specialized safety training for projects such as stray-voltage tests, padmount inspections, and other field services that require specialized kinds of knowledge and heightened safety awareness.

Structure of the Osmose Safety Organization

In 1989, a combination of Osmose Utilities Services corporate office personnel and field managers formed the Central Safety Committee. The Central Safety Committee meets periodically throughout the year, and a meeting report is furnished to all field workers.

Two sub-committees were also established as working arms of the Central Safety Committee to assist in safety policy creation, literature development, recognition programs, and communications. These sub-committees are comprised of employees from all levels within Osmose. A brief description of the two sub-committees is as follows:

- **Safety Rules and Procedures Sub-committee:** Establishes and reviews rules for safe procedures in all field operations. Created and maintains the *Osmose Safety Manual* which governs every crew's operations.
- **Programs and Activities Sub-committee:** Reports safety statistics, develops educational materials, and promotes safety through award programs and contests. Publishes safety correspondence and weekly Safety Tips.
- **Injury/Accident Investigation Sub-committee:** Assists Osmose field management in the investigation process of injuries and accidents. The committee will provide assistance and carry out root cause analyses of these events and develop and maintain the procedures necessary to prevent recurrences. The committee is dedicated to communicating accumulated information and training necessary to improve the Osmose Safety Program.

Osmose®

Operational territories throughout the United States are responsible for hosting two safety meetings per year which are attended by all Foremen, supervisors, and managers in their geographic area. This broad attendance provides a diverse perspective and experience from which to form the agenda topics. These meetings generally take place during the designated safety months of February and August and all attendees are compensated for the meeting and travel time.

Front line Supervisors are required to hold two safety meetings with their crews during the designated safety months of February and August. In addition, individual Foremen organize a minimum of one weekly "tailgate" safety / quality meeting for their respective crews. The topics and a brief description of the meeting is documented on a "Weekly Safety / Quality Meeting Report" form and signed by all participants. Though Osmose provides Safety Tips for each week of the calendar year, crews are encouraged to discuss additional safety concerns which correspond to their particular working conditions (weather, uneven terrain, poisonous plants, snakes, traffic control, etc.).

In conjunction with Quality Control checks, job Supervisors conduct Safety Audits on each Osmose crew on a regular basis. These audits verify safe operation and maintenance of vehicles and equipment as well as safe work practices and attitudes, and new employee safety training. In addition, Managers of Operations are required to perform two Management Safety Audits on each Supervisor during each calendar year.

Safety Training Specifics

Comprehensive training material is developed for each type of diversified service Osmose field crews perform. These training materials are designed to meet and surpass the federal requirements as mandated by governmental agencies such as the Department of Transportation, the Occupational Safety and Health Administration, the Department of Labor and the Environmental Protection Agency. Another aspect of the Osmose Safety Program is the Safe Driver Program. Through this program the company has established a series of checks and balances to insure that all vehicle operators are properly qualified to drive. In addition to possessing a valid Driver's License, all vehicle operators must also pass a written exam with a score of 70% or better, and have an acceptable driving history as determined by a State Motor Vehicle Report (MVR). Drivers must also successfully complete a road test of approximately 3 miles that demonstrates the drivers use of seat belts, turn signals, acceleration, knowledge of vehicle controls (wipers, lights, etc.) and knowledge of vehicle maintenance items to inspect prior to each operation. Finally, MVR's are generated for each driver on an annual basis to confirm safe driving practices.

Other features of this Safety Program include a Safety Video library, drug and alcohol screening, Hazard Communication Program, Emergency Response Information in each work vehicle, personal protective equipment, the Osmose Safety Manual, safety exams and safety/quality performance t-shirts.

Finally, in order to recognize workers with outstanding safety records and to promote a healthy safety competition between field crews, two safety award programs have been developed. The first (and probably most prestigious) of these is the Safe Hour Award. Safe work hours are recorded for every crew on a weekly basis. At predetermined levels, such as 10,000 Safe Hours, each member of the crew receives a Safety Award and a Certificate of Recognition.

Osmose®

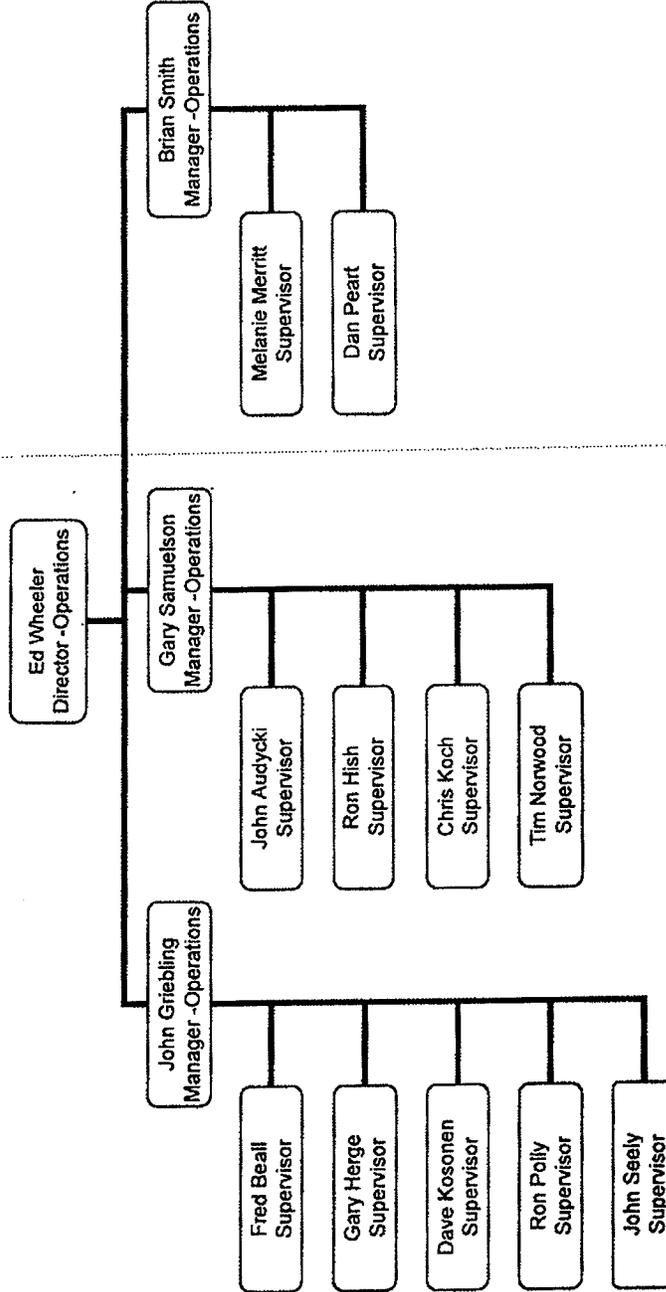
The second safety award program is the Safe Driver Program. Vehicle operators are presented with awards based on the number of years without a chargeable vehicle accident.

The above is a brief summary of the Osmose Utilities Services Safety Program. To date, this program has been extremely successful and has been instrumental in a steady decrease in the number of lost work-day injuries since the program's inception. This is a reflection of the program's effectiveness in promoting the safety of Osmose field personnel and ensuring that they are part of a safe and responsible service organization. Our safety improvement relative to lost work day injuries is illustrated below:

<u>YEAR</u>	<u>LOST WORK DAY INJURIES</u>
1989	270
1991	75
1993	19
1995	7
1999	3
2002	1
2005	0
2006	1
2007	0

If you have any questions or need additional information, please do not hesitate to call our Safety Director, Mr. Bob Bleech, at (716) 319-3674.

Osmose Utilities Services, Inc. Territory 1



12/1/2008



Ed Wheeler
Director-Operations
Cameron Park, California
(530) 295-7051
ewheeler@osmose.com

History with Osmose

Start Date: April 21, 1976

Work Summary: Supervised and managed all facets of the Osmose Operations for many utilities throughout, but not limited to, California, Arizona, Nevada, New Mexico, Colorado, Utah, Wyoming, Montana, Washington, Oregon, Idaho, Texas, Oklahoma, Georgia, New York, and Pennsylvania, including Municipals, Cooperatives, and Investor Owned Utilities.

Education and Training

Education: 1976 - Associates of Applied Sciences Degree in Forestry, Paul Smith's College, Paul Smith's, NY

Training:

- Trained in use of FastGate® Mobile Technology
- Trained in the use of Global Positioning Systems (GPS)
- Osmose certified in "Overhead Facilities Recognition"
- Numerous Sales & Management Training Courses

Utility Industry Knowledge

Field Experience with:

- Attachment Audits
- Line Patrol
- Pole Inspection
- Pole Treatment
- Padmount Inspections
- Steel Tower Corrosion Inspections
- Steel Tower Repair Work
- Pole Restoration

Supervisory Experience

- July 1976 - Promoted to Foreman
- January 1981 - Promoted to Field Supervisor
- January 1982 - Promoted to District Manager
- January 2001 - Promoted to Area Manager
- January 2005 - Promoted to Area Director
- January 2006 - Promoted to Director-Operations

Pesticide License Information

Classification	License Number	State	Expiration Date
Qualified Applicator License: Category A, C, L	305164	California	12/31/2009



Tim Norwood
Supervisor
Fresno, California
(559) 709-7333
tnorwood@osmose.com

History with Osmose

Start Date: November 7, 1997

Work Summary: Supervised Pole Inspection and Treatment, and Pole Reinforcement for many utilities throughout, but not limited to, Central and Northern California including Municipals, Cooperatives, and Investor Owned Utilities.

Education and Training

Education: 1983 - Graduated from Fresno High, Fresno, CA.

Training:

- Trained in use of FastGate® Mobile Technology
- Trained in the use of Global Positioning Systems (GPS)
- Osmose certified in "Overhead Facilities Recognition"
- Trained in the inspection and treatment of wood utility poles.
- Trained in steel reinforcement of wood utility poles.

Utility Industry Knowledge

Field Experience with:

- Attachment Audits
- Line Patrol
- Pole Inspection
- Pole Treatment
- Pole Restoration
- Data collection

Supervisory Experience

Supervisory experience with Osmose since 2001. Supervised Pole Inspection, Treatment, and Restoration services for various utilities in Central and Northern California during this time. Daily responsibilities include, but are not limited to:

- The proper execution of the customers job expectations.
- The quality control process.
- Data collections.
- Equipment and vehicle maintenance.
- Payrolls

Pesticide License Information

Classification	License Number	State	Expiration Date
QAL - "L" Wood Preservation	36191	California	12/31/2009



John Audycki
Supervisor
Elk Grove, California
(916) 765-1991
jaudycki@osmose.com

History with Osmose

Start Date: October 7, 1981

Work Summary: Supervised Pole Inspection and Treatment and Pole Reinforcement for many utilities throughout, but not limited to, California and Nevada including Municipals, Cooperatives, and Investor Owned Utilities.

Education and Training

Education: 1978, Associate in Applied Science Degree in Forestry, Paul Smith's College, Paul Smiths, NY

Training:

- Trained in use of FastGate® Mobile Technology
- Trained in the use of Global Positioning Systems (GPS)
- Osmose certified in "Overhead Facilities Recognition"
- Basic First Aid and CPR Certified

Utility Industry Knowledge

Field Experience with:

- Pole Inspection
- Pole Treatment
- Steel Tower Corrosion Inspections
- Pole Restoration
- CDF Brush Clearing
- Telco Pole, Cable Placement and Removal
- Telco Cable Splicing

Supervisory Experience

- Osmose Field Training
- Supervised Training School
- Trained Foreman candidates to be PIT Foreman

Pesticide License Information

Classification	License Number	State	Expiration Date
QAL – Wood Preservation	QL34975	California	12/31/2008



Gary M. Samuelson
Manager-Operations
Murrieta, California
(951) 903-4151
gsamuelson@osmose.com

History with Osmose

Start Date: 1996

Work Summary: Supervised Pole Inspection and Treatment, Pole Restoration, and Data Services Collection for many utilities throughout, but not limited to, California, Arizona, New Mexico, Oregon, and Nevada including Municipals, Cooperatives, and Investor Owned Utilities.

Education and Training

Education: 1995 - University of Nebraska, Lincoln, NE

Training:

- Trained in use of FastGate® Mobile Technology
- Trained in the use of Global Positioning Systems (GPS)
- Osmose certified in "Overhead Facilities Recognition"

Utility Industry Knowledge

Field Experience with:

- Attachment Audits
- Line Patrol
- Pole Inspection
- Pole Treatment
- Padmount Inspections
- Steel Tower Corrosion Inspections
- Steel Tower Repair Work
- Pole Restoration
- Connectivity Audits
- Mapping

Supervisory Experience

- 2000-2006 - Supervisor for most utilities in Southern California and Arizona
- 2006-Present - Manager-Operations for all utilities in Southern California, Arizona and New Mexico

Pesticide License Information

Classification	License Number	State	Expiration Date
Qualified Applicator License	51569	California	12/31/2009



Rey Martinez
Foreman
(661) 889-8673

History with Osmose

Start Date: 2005

Work Summary: Supervised Pole Inspection and Treatment for many utilities throughout, but not limited to, Arizona and California including Municipals, Cooperatives, and Investor Owned Utilities.

Training

Training:

- Trained in all aspects of in-field utility structure inspections and wood preservative applications
- Trained in use of FastGate® Mobile Technology
- Trained in the use of Global Positioning Systems (GPS)

Utility Industry Knowledge

Field Experience with:

- Attachment Audits
- Pole Inspection
- Pole Treatment
- Wood Pole Product Installation:
 - Guy Markers
 - Ground Wire Molding
 - Pole Numbering
 - Visibility Strips



Brent Byard
Foreman
Davis, California
(209) 471-1615

History with Osmose

Start Date: 2004

Work Summary: Supervised Pole Inspection and Treatment for many utilities throughout, but not limited to, Arizona and California including Municipals, Cooperatives, and Investor Owned Utilities.

Training

Training:

- Trained in all aspects of in-field utility structure inspections and wood preservative applications
- Trained in use of FastGate® Mobile Technology
- Trained in the use of Global Positioning Systems (GPS)
- Training for SPCC Pesticide Licensing (currently registered)

Utility Industry Knowledge

Field Experience with:

- Attachment Audits
- Pole Inspection
- Pole Treatment
- Wood Pole Product Installation:
 - Guy Markers
 - Ground Wire Molding
 - Pole Numbering
 - Visibility Strips

ATTACHMENT "A" SCOPE OF WORK

1) SCOPE OF WORK

The complete inspection of the City's transmission and distribution poles and the application of appropriate treatment to poles for the prevention and control of biological deterioration.

2) EXTENT OF WORK

The two (2) year 2011-2013 contract will require that all of the City's approximately 5,775 in-place wood poles will be inspected. Any pole ten (10) years and older shall be inspected and treated within the guidelines of this specification:

Fiscal 2010/11, begin inspecting/treating 3,000 ± in-place wood poles.

Fiscal 2011/12, continue the inspection/treatment of the original 3,000 ± in-place wood poles.

Fiscal 2012/13, complete the inspection/treatment of the remaining 2,775 ± in-place wood poles.

The locations and approximate number of poles involved will be furnished to bidders. After the award of the contract, the City will furnish map/maps indicating specific areas in which the pole inspection and treatment will commence. Contractor shall submit to City a work schedule indicating when work will be completed on a per map basis. All schedules shall be approved by the City prior to initiation of work.

Contractor shall commence the work within three (3) working days after receiving confirmation of schedule approval from the City.

- (a) Contractor shall perform all work required for the inspection and preservative treatment of the City's in-service wood poles. The work shall include excavation, boring, probing, removal of external decay, backfilling, cleanup, minor repairs, numbering, tagging, and the collection of data.

Contractor shall furnish all supervision, labor, tools, preservatives, equipment and material necessary or required for the performance of the work.

- (b) Supervision shall be performed by a technician who has a minimum of four (4) years experience in the inspection and treatment of in-place wood poles. Preferably these individuals will have degrees in the wood sciences and have established California residency. Contractor shall furnish resumes of all supervisory personnel.

3) INSPECTION REPORTS

- (a) Contractor shall prepare a weekly status report for all poles inspected and treated in a written format acceptable to the City and coordinated with the City's I.S.

department. Contractor shall furnish one copy of each report sheet to the City. Refer to section 1 for additional requirements for reporting and recording. All work shall be completed on 60 kV poles first, followed by a per map basis prior to commencement of work on new map.

(b) Inspection reports shall contain the following information, as a minimum for each pole:

- 1) Map number and location
- 2) Pole number
- 3) Installation of pole number (if missing) on pole, materials supplied by City.
- 4) Installation of visibility strips on pole, (per C.O.L. standard, if required) material supplied by city.
- 5) Joint pole information (specify all utilities)
- 6) Pole type, size and class, original treatment
- 7) Original and effective ground line circumference
- 8) General physical condition of pole
- 9) Internal and/or external treatment
- 10) Last treated (will be n/a on initial treatment)
- 11) Reasons for rejection
- 12) GIS location
- 13) G.O. 95 infractions. to include, but not limited to:
 - Missing High Voltage signs.
 - Visibility strips
 - Leaking transformer
 - Guy wire – Slack
 - Visual clearance on conductor sag
 - Crossarm defects
 - Insulator defects
 - Tree clearance
 - a) Touching secondary
 - b) 3 ft. from primary
 - Condition of risers
 - Low steps
 - Broken ground wires and ground molding
- 14) Digital photograph of structure

If any of the above information is not readily attainable, it shall be noted on the weekly status report that it is estimated.

4) INSPECTION

- (a) Visual Inspection. All poles shall be visually inspected from the top to the ground line prior to excavation or treatment. The visual inspection shall include pole height, class, wood specie, original treatment, previous treatment history (if any),

circumference at ground line, joint use attachments, condition of guy supports, pole numbering, and inventory data as described in section 3(b). The visual inspection shall report compression wood, loose or broken hardware, damage to crossarms, woodpecker holes, above ground shell rot, breaks/cracks, damaged conductors, and other conditions which could render the structure unserviceable.

If the pole is obviously not suited for continued service due to lightning damage or other serious defect, it shall not be treated, but tagged and reported as rejected.

All poles shall be sounded with a metal hammer from the ground line to as high as the inspector can reach. Hammer-marks shall be visible on the pole. Any audible evidence of internal decay or voids shall be noted on report.

All excavated poles shall be sounded below ground line for evidence of internal decay or voids. Any audible evidence of internal decay or voids shall be noted on the report.

5) EXCAVATIONS

- (a) Non-Cellon poles, not set in concrete or pavement, which have passed the visual inspection and are at least ten (10) years old shall receive a "partial excavation" as follows:

Poles shall be excavated to a depth of at least twenty inches (20") within one quadrant, or to a sufficient depth not to exceed thirty inches (30") to expose all external decay. Initial excavation shall be made at the most likely spot for decay, such as the lower end of a check. Decay below a depth of thirty inches (30") shall be reported to immediate Supervisor.

If set in concrete or pavement, sound and bore only.

- (b) All Cellon poles which have passed the visual inspection shall receive a "full 360" excavation as follows:

One shovel width of soil shall be excavated down to a depth of twenty inches (20"), Holes shall be a minimum of six inches (6") wide at the bottom and at least twelve inches (12") wide at the ground line. If Cellon poles are set in concrete or pavement, see section 6 for instructions.

- (c) All poles which have received a full three hundred and sixty degrees (360") excavation shall be sounded below grade in continuance of the requirements of section 4.

- (d) All poles which are through-bored are to be sounded only.

6) POLES SET IN CONCRETE OR PAVEMENT

All cellox treated poles shall have concrete or pavement excavated for full inspection regardless of age. Saw-cut concrete along existing scribe lines or remove pavement from base of pole to provide ample room for treatment and inspection. Replace concrete to its original thickness when work has been finished. All replaced concrete shall be hand trowelled to match the surrounding concrete surface. All concrete or pavement removal and replacement will be done according to the City of Lodi's Standards.

7) BORING

- (a) Borings shall be made on all poles which have passed the visual inspection given that they meet the age or original treatment requirements of Section 4(a) and 5(a).
- (b) The drilling shall be performed with a seven-eighths inch (7/8") auger bit at an angle of forty-five degrees (45°) to the axis of the pole and shall extend beyond the center of the pole. Care must be taken to avoid boring into seasoning checks or through the opposite side of the pole.
- (c) A minimum of three holes must be drilled in each pole inspected; larger poles will require more borings as described below.
- (d) If the pole has been excavated, the first boring shall be started adjacent to (but not intersecting) the nearest seasoning check twelve inches (12") below the ground line. The second-boring shall be one hundred twenty degrees (120°) to the right and shall start at the ground line. The third shall be one hundred twenty degrees (120°) to the right of the second and shall begin at no less than 12 inches (12") above the ground line. If additional borings are required for further inspection, they shall be placed successively at increments twelve inches (12") above and one hundred twenty degrees (120°) to the right of the highest preceding hole. Thus the drill "pattern" may be depicted as a spiral. A pole in concrete or which otherwise cannot be excavated shall be drilled in the spiral pattern with the first hole starting at the ground line.
- (e) Each drilled hole shall be probed by an appropriate size shell-thickness indicator approved by the City.
 - 1) The thickness of the shell and the depths of the enclosed pockets shall be measured through the bored hole with a shell-thickness indicator that has a calibrated scale which converts the measurement taken, to the actual thickness measurement which is perpendicular to the pole axis.
 - 2) All bored holes shall be plugged with a tight fitting (1/8" interference fit) preservative treated wood dowel.

- 3) Care should be exercised to insure only sound wood is being measured, Cedar and pine poles have an abrupt, well defined transition from sound to decayed wood, and the shell indicator reading can be used without compensation. Fir does not have such an abrupt demarcation between advanced decay and sound wood. To allow for this and the effects of incipient decay, the inspector shall first deduct one-half inch (1/2") from the shell indicator reading for fir poles.
- 4) If the probing inspection reveals any enclosed voids where the pole is set in concrete, the pole shall be rejected and evaluated for reinforcement
- 5) If the probing inspection reveals any enclosed voids where the remaining shell thickness is less than three inches (3"), the pole shall be rejected.
- 6) In poles receiving additional borings for internal void or cavity pressure treatment, additional 7/8" holes must be bored to allow for subsequent fumigant treatment of solid wood. If voids are still found at five feet (5') above ground line, the pole should be rejected.

8) DEEP DECAY

- (a) It is possible that dryer areas will produce "deep decay" that can not be identified and/or evaluated using a conventional twenty inches (20") below ground line excavation.
- (b) For poles where the full three hundred sixty degrees (360"), twenty inch (20") excavation (and subsequent bore-and-probe inspection) reveals internal decay that appears to continue beyond the twenty inches (20") below ground line point:

If the pole is serviceable, an extended excavation is to be made, as follows:

- 1) On the quadrant of the pole where the remaining good shell is thinnest, the excavation shall be extended to a depth of thirty inches (30"). An additional 1/8" hole shall be drilled at forty-five degree (45°) angle starting at least twenty-five inches (25") below ground line. If the decay condition is worsening with the increased depth, or if the remaining good shell is less than four inches (4"), the pole is to be rejected and replaced. (If the original twenty inch (20") excavation and internal inspection determines that the pole is a reject, the deep excavation shall not be necessary.)

9) BELOW GROUND EXTERNAL INSPECTION

All poles excavated according to Sections 5 shall be brushed or scraped with tools and methods acceptable to the City to determine the soundness of the wood. No good or visually sound wood is to be removed from the pole. All exterior decayed wood and surface rot is to be removed and external decay pockets cleaned out with an approved

chipping tool (Axes shall not be used). External decay that occurs eight inches (8") above ground line shall not be removed. All chipped fragments and decayed wood shall be removed from the hole and site and properly disposed of. Special care must be taken to discover and remove soft rot shell deterioration from Penta treated poles.

10) INSPECTION CRITERIA

(a) It is the intention of this specification to identify and reject all poles which do not meet the strength requirements outlined in the General Order 95. See page D-10, "Specification Appendices".

(b) Each pole shall be measured to determine the minimum effective ground line circumference. Deductions must be made for enclosed pockets, hollows, exposed pockets, or any combination of these defects when they occur on the same horizontal plane.

(c) Contractor will supply to the City for acceptance, methodology for determining minimum circumference.

(d) Unserviceable poles shall be rejected when the effective remaining circumference does not provide sufficient strength to satisfy the requirements of the General Order 95.

- 1) Poles also shall be rejected for cracks and breaks consequent to mechanical damage such as automobile contact, for compression wood deeper than one inch (1"), for woodpecker holes estimated to be larger than one third (1/3) the pole circumference, for excessive checks and splits, or for other valid reasons which could render the structure unsafe.
- 2) In case of conditions which in the opinion of the inspector might render the pole unserviceable, but which for some reason may be questionable, the Contractor shall recommend a follow-up by the City for a closer evaluation. Contractor shall treat such poles in accordance with this Contract, upon the City's determination.
- 3) Contractor shall evaluate each rejected pole for restoration. The City will make final determination of the feasibility of restoration.
- 4) All pole restoration will be performed by City forces.

11) TREATMENT

(a) The treatment of utility poles with preservatives intended for the control and prevention of wood-destroying organisms is considered to be pest control. Contractor shall have a valid California Agricultural Pest Control Business license. Contractor's supervisors shall possess qualified applicator licenses in appropriate categories.

Contractor shall comply with all Federal, State, county, and municipal regulations regarding usage reporting, safe handling, and disposal of preservatives. Copies of use permits obtained from the Country Agricultural Commissioners should be available for review by the City upon request.

(b) External Treatments

All poles found serviceable by excavation shall receive treatment with Osmoplastic, or chemically equivalent paste, from the bottom of the excavation to three inches (3") above the ground line. The paste should be brushed liberally into checks and exposed pockets. The preservative paste shall be applied to meet the minimum coating thickness recommended on the manufactures' EPA-issued label. The treated area will be covered with a plastic-backed ultra-violet resistant paper acceptable to the City for the purpose. The wrapping shall be twenty-four inches (24") wide and shall be placed so the top is four inches (4") above the ground line. Poles which have required only a partial excavation will have only the excavated zone externally treated and wrapped. The City may direct Contractor to externally treat rejected poles which are determined to be reinforceable.

(c) Fumigant Treatments

All poles found serviceable by the bore and probe procedure described in section 7 shall receive an approved NaMDC (OSMOSE Woodfume or chemically equivalent) fumigant treatment.

- 1) Application rates shall be in accordance with manufacturer's EPA-issued label but shall at least satisfy the requirements of the chart listed here:

All Hole Diameters (Inches)	Treated Plug Size	Original Pole Circumference (Inches)	Hole Depth (Inches)	NaMDC Pints	Minimum Drill Holes Required
7/8"	15/16" X 3"	<32	9	3/4	3
7/8"	15/16" X 3"	23-45	15	1	4
7/8"	15/16" X 3"	46-59	15	1 1/2	5
7/8"	15/16" X 3"	60 and over	15	2	6

(d) Plugging

All drilled holes shall be plugged with a snug fitting pressured-treated wood dowel. (One- sixteenth inch (1/16") interference fit on three-eighths inch (3/8") holes and one-eighth inch (1/8") interference fit on seven-eighths inch (7/8") holes.)

12) BACKFILLING AND CLEAN-UP

The evacuated hole shall be generously backfilled and tamped to preclude the possibility of subsequent settling creating a depressed area around the pole.

No organic matter such as roots, branches, wood chips or fragments removed from the pole, etc, is to be included in the backfill material. Turf, shrubs, and plants on private property shall be carefully replaced as to replicate the original conditions, as closely as possible. Property owners' complaints about damaged shrubs and/or plants will be the responsibility of the Contractor. Contractor, upon completion of work at each work site, shall see that the work site is cleaned up to a condition at least equal to that which existed when the work started. Contractor shall be responsible for proper disposal of all debris, pole wrap, etc, according to Federal, State and local regulations.

13) MARKING

All poles which have been inspected shall be tagged approximately six feet (6') above ground line, facing the nearest road. Poles which have passed will receive a tag which shows the year of inspection, Contractor's name and any treatments applied. Poles which are rejected shall be tagged to indicate if they are in need of priority attention.

14) RECORDING AND REPORTING

Contractor will record all [the information required per this specification onsite via electronic data-collecting media. This is necessary to minimize possible clerical errors of transposition by persons not familiar with the specifics of the inspection. The supporting software shall have validation requirements satisfactory to the City to minimize recording of incorrect information, and a prompting structure to help ensure that the required information is obtained on each pole inspected. Any facility with incorrectly reported data will be revisited by Contractor at its own expense. All corrections made by Contractor will be separated from any new data and will not be resubmitted in a re-transmission of other old or corrected data. Corrections not returned within twenty (20) days may result in the suspension of the Contract until such corrections are retrieved.

Contractor shall coordinate data collection software with the City's I.S. Department to collect on site field data. This data shall be validated for correctness before delivery to the City. The required database structure will be supplied by the City.

15) QUALITY CONTROL

2) Each Foreman or Pole Inspection Crew shall be critiqued weekly by Contractor's Crew Supervisor.

3) Quality Control Checks shall be completed on a bi-weekly basis or as the City deems necessary,

- 4) City Representative shall be present during Quality Control Checks of each foreman.
- 5) A minimum of three (3) poles will be selected for Quality Control Checks by the City Representative.
- 6) All non-conforming items shall be corrected by Contractor.
- 7) Quality Control Checks shall include, but not be limited to, all poles inspected subsequent to the previous Quality Control Check.
- 8) Quality Control Check techniques shall include, but not be limited to, those used in the original inspection.
- 9) Increment borers shall be used to resolve questions concerning the presence of deteriorated wood.

ATTACHMENT "B"

NON-DISCRIMINATION PROVISIONS

Section 1735 of the California Labor Code is hereby made a part of this Contract. Said Section 1735 reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

During the performance of this Contract, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

ATTACHMENT "C"

PROVISIONS RELATING TO ENVIRONMENT

(a). Contractor shall not use, generate, manufacture, store or dispose of on, under or about the District's property, or transport to, from or across the District's property, any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, hazardous substance, or the equivalent, as those terms may now or in the future be defined by common practice or by any federal, state or local statute, ordinance or regulation or any governmental body or agency (hereinafter "Hazardous Substance").

(b). Without limiting any remedies the District may have, in the event any disposal, release, discharge or spill of a Hazardous Substance or other contamination occurs on District's property at any time during the performance of Contractor's work on the property, except such spills or contamination to the extent directly caused by the sole negligence or willful misconduct of the District, Contractor shall immediately notify the District and take all action to mitigate the effects of such disposal, release, discharge, spill or contamination. Contractor shall at Contractor's own expense, unless otherwise directed by the District, remediate such disposal, release, discharge of spill or contamination to the District's satisfaction and in compliance with all applicable laws, rules and regulations. The District shall have the option to perform the remediation itself or through any contractor and Contractor shall cooperate with the District to complete the remediation and shall reimburse the District for all costs and expenses incurred in connection with the remediation.

(c). In the event Contractor observes any material Contractor believes or has reason to believe may be a Hazardous Substance or encounters any unknown physical condition of any unusual nature on the District's property, other than disposals, releases, discharges, spills or contamination covered in (b), Contractor shall, without disturbing the condition, immediately cease all activity on District's property and notify the District. The District shall investigate the condition and take any clean-up or other remedial action the District deems necessary in its sole discretion.

(d). In the event the District or its contractor elects to perform remediation work, Contractor shall upon notice from District, cease all activity on District's property as directed in the notice. District will notify Contractor when the condition has been resolved, at which time, but not before, Contractor may resume its work on District's property.

(e). Contractor agrees to assume liability for and to defend and hold harmless the District from and against all injuries or death to any person and damage to any property, and all related expense, including without limitation attorneys' fees, investigators' fees, litigation expenses and any judgements, fines, penalties or other charges assessed against District, resulting from

Contractor's failure to comply with these provisions and any laws, rules or regulations concerning the subject matter hereof. These provisions shall survive the expiration and termination of this Contract.

Osmose Utilities Services, Inc.

SCHEDULE 1 - 02/11/2011

(Approximately 2,635 Distribution Poles)

UNIT DESCRIPTION	PRICE
INSPECTION REPORTS	0.00
VISUAL INSPECTION	\$ 5.67
PARTIAL EXCAVATE WITH SOUND & BORE	\$ 19.53
COMPLETE EXCAVATION W S&B	\$ 63.35
INSTALL VISABILITY STRIPS	\$ 5.15
INSTALL POLE NUMBERS	\$ 4.64
SOUND & BORE ONLY	\$ 10.56
DEEP DECAY	\$ 10.56
TREATMENT-EXTERNAL TREATMENT	\$ 3.09
TREATMENT-FUMIGANT TREATMENT	\$ 5.15
*GPS 1 - 10 METER ACCURACY	\$ 0.52
**DIGITAL IMAGE	\$ 2.11
INTERNAL TREAT-CU-89	\$ 15.45
***PRIVATE PROPERTY	\$ 7.75

*The GPS data (per structure) item includes a GPS point with an accuracy level of one to ten meters (1-10 meters). One attempt will be made to collect the GPS point. Osmose will not charge for any unattainable data collection. If requested however, Osmose can supply an hourly rate to return to any pole location to recollect data.

**The Digital Image (per structure) item listed on the price schedule has a 2 Mega Pixel Resolution. One attempt will be made to collect each image per structure. Osmose will not charge for any unattainable image collection. If requested however, Osmose can supply an hourly rate to return to any pole location to recollect the digital photo.

***Private Property adder is defined as anything 100 ft or greater from the truck, or any fenced or confined backyard situation.

Osmose Utilities Services, Inc.

SCHEDULE 2 - 02/11/2011

(Approximately 800 Transmission Poles)

UNIT DESCRIPTION	PRICE
INSPECTION REPORTS	0.00
VISUAL INSPECTION	\$ 6.18
PARTIAL EXCAVTE W/SOUND & BORE	\$ 21.69
COMPLETE EXCAVATION W S&B	\$ 84.46
INSTALL VISABILITY STRIPS	\$ 5.15
INSTALL POLE NUMBERS	\$ 4.64
SOUND & BORE ONLY	\$ 13.19
DEEP DECAY	\$ 13.46
TREATMENT-EXTERNAL TREATMENT	\$ 4.07
TREATMENT-FUMIGANT TREATMENT	\$ 7.73
*GPS 1 - 10 METER ACCURACY	\$ 0.52
**DIGITAL IMAGE	\$ 2.11
INTERNAL TREAT-CU-89	\$ 18.28
***PRIVATE PROPERTY	\$ 7.75

*The GPS data (per structure) item includes a GPS point with an accuracy level of one to ten meters (1-10 meters). One attempt will be made to collect the GPS point. Osmose will not charge for any unattainable data collection. If requested however, Osmose can supply an hourly rate to return to any pole location to recollect data.

**The Digital Image (per structure) item listed on the price schedule has a 2 Mega Pixel Resolution. One attempt will be made to collect each image per structure. Osmose will not charge for any unattainable image collection. If requested however, Osmose can supply an hourly rate to return to any pole location to recollect the digital photo.

***Private Property adder is defined as anything 100 ft or greater from the truck, or any fenced or confined backyard situation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ANY ENTITY YOU ARE REQUIRED IN A WRITTEN "INSURED CONTRACT" (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY ENTITY YOU ARE REQUIRED IN A WRITTEN "INSURED CONTRACT" (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH OSMOSE UTILITIES SERVICES, INC. OF TYRONE, GEORGIA FOR ELECTRIC UTILITY POLE INSPECTION, TESTING AND TREATMENT WITH ADMINISTRATION BY THE ELECTRIC UTILITY DIRECTOR

WHEREAS, the Electric Utility is required to periodically inspect and test wooden utility poles and their adjacent anchors to meet compliance requirements of California General Order 95 and 128; and

WHEREAS, as appropriate, poles are butt treated to increase their life, resulting in decreased maintenance costs; and

WHEREAS, pursuant to Lodi Municipal Code Section 3.20.045, Other Agency Contracts, the City may utilize another public agency's bid process to award a contract; and

WHEREAS, the Modesto Irrigation District completed a bid process and awarded a contract for inspection and treatment of their poles with Osmose Utilities Services, Inc. of Tyrone, Georgia; and

WHEREAS, Osmose Utility Services, Inc. has agreed to the same pricing as the Modesto Irrigation District contract, for 2011 and an increase for 2012 based on the Consumer Price Index, with a minimum increase of 3% and a maximum increase of 5%; and

WHEREAS, Electric Utility staff recommends awarding a contract for this service to Osmose Utilities Services, Inc. of Tyrone, Georgia for inspection, testing and treatment of wooden utility poles and adjacent anchors, based on the Modesto Irrigation District contract award on February 12, 2009.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement, with administration by the Electric Utility Director, for Electric Utility pole inspection, testing and treatment with Osmose Utilities Services, Inc. of Tyrone, Georgia based on the Modesto Irrigation District contract award in the amount of \$110,000 for 2011 and an increase for 2012 based on the Consumer Price Index, with a minimum increase of 3% and a maximum increase of 5%.

Dated: May 18, 2011

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement (PSA) for Cal/OSHA Required Service on Vehicles with Altec Industries, Inc. of Dixon, California for a Five Year Term with Administration by the Electric Utility Director (Not to Exceed \$25,000 Annually)

MEETING DATE: May 18, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement (PSA) for Cal/OSHA required service on vehicles with Altec Industries, Inc. of Dixon, California for a five year term with administration by the Electric Utility Director (not to exceed \$25,000 annually).

BACKGROUND INFORMATION: EUD lift trucks and digger derricks were purchased from Altec Industries, Inc. Cal/OSHA requires annual inspections and certifications for this equipment that is beyond the expertise of the City's fleet services division. Altec Industries, Inc. employs fully trained and certified technicians to perform this work. The attached PSA includes a service price page outlining their services and rates. These services are essential for Cal/OSHA compliance, the safety of EUD personnel and to ensure this essential equipment is operational to prevent extended loss of electrical service.

The Fleet Services Division of the Public Works Department currently performs basic maintenance on EUD vehicles and relies on Altec Industries, Inc. as the authorized dealer for parts, materials and services outside of their expertise or licensing. Therefore, staff recommends execution of a PSA with Altec Industries, Inc. to perform the Cal/OSHA required service on the Altec equipment.

FISCAL IMPACT: None

FUNDING: Included in the FY 2010/11 Budget Account No. 160601.7333

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Kevin Bell, Electric Rate Analyst
EAK/KB/lst

APPROVED: _____
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1

PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on July 1, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Altec Industries, Inc. (hereinafter "CONTRACTOR").

Section 1.2 Purposes

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 Inspections, Certifications, Repairs, Retrofits and Parts Supply for City of Lodi Electric Utility vehicles and equipment. May include work at the City facilities and/or in Dixon, and may include transporting of City Electric Utility vehicles and equipment to and from those facilities" (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 and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

ARTICLE 3

COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual

performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Service Price Page.

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

To CONTRACTOR: Altec Industries, Inc
325 Industrial Wy
Dixon, CA 95620

Section 4.09 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this

Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

TERM AND TERMS: The term of this Contract Agreement shall be for a period of five (5) years, commencing July 1, 2011 and terminating June 30, 2016. The Contract may be extended by mutual agreement of the parties, and with City Council approval, for an additional term as specified. All other terms and conditions will remain as set forth in the attached agreement hereto as Exhibit A and made a part hereof as though fully set forth herein.

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

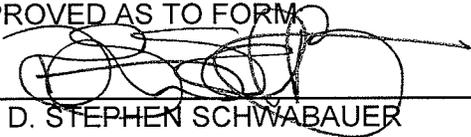
CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
KONRADT BARTLAM
CITY MANAGER

APPROVED AS TO FORM

By 
D. STEPHEN SCHWABAUER
City Attorney

CONTRACTOR:

By: _____

Title: _____

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Service Price Page
- Exhibit C – Insurance Requirements



Exhibit A

SCOPE OF SERVICES

For Inspections, Certifications, Repairs and Retrofits, and Parts Supply for City of Lodi Altec vehicles and equipment per the inspection and labor rate sheet (Exhibit B). Costs can be increased annually by percentage of CPI-SAN FRANCISCO.

Parts and labor to be negotiated per task(s) and/or work estimate.

May include work at City facilities and/or Dixon, and may include transporting of vehicles and equipment to and from those facilities.

Not to exceed \$25,000 annually.



Exhibit B

Altec Industries
Service Price Page
City of Lodi, CA

Rates for In Shop and Road Service

Service	Category	Price
Annual Inspection	Small Aerial Insulated	\$350.00
	Large Aerial Insulated	\$520.00
	Digger Derrick	\$750.00
Load Test	All units	\$100.00
Chassis, 90 day DOT	All units	\$100.00
Transportation	To or from Lodi to Dixon	\$150.00
Dielectric test	Insulated Booms	
	*Boom/liner/iso-grip	\$255.00
	Boom/Iso-Grip	\$150.00
	Liner	\$100.00
Repairs (in shop rate)	Hourly	\$100.00
Repairs (road rate)	Hourly	\$108.00

Dielectric test for Boom/liner/iso-grip with an annual inspection is \$150.00



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:

- | | |
|--|---|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u></p> <p>\$1,000,000 Bodily Injury -
Ea. Occurrence/Aggregate</p> <p>\$2,000,000 Property Damage
Ea. Occurrence/Aggregate</p> <p>\$2,000,000 Combined Single Limits</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></p> <p>\$ 500,000 Bodily Injury - Ea. Person
\$ 500,000 Bodily Injury - Ea. Occurrence</p> <p>\$ 500,000 Property Damage - Ea. Occurrence</p> <p>\$1,000,000 Combined Single Limits</p> |
| | <p>3. <u>GARAGE LIABILITY</u></p> <p>\$1,000,000 Auto Only - Ea. Accident
\$1,000,000 Other than Auto Only - Ea. Accident</p> |

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

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

- (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, Volunteers and Employees as additional named insureds.

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

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR CAL/OSHA REQUIRED ANNUAL INSPECTIONS, CERTIFICATIONS, REPAIRS AND PURCHASE OF MATERIALS TO MAINTAIN THE ELECTRIC UTILITY DEPARTMENT LIFT TRUCKS AND DIGGER DERRICKS WITH ALTEC INDUSTRIES, INC. OF DIXON, CALIFORNIA WITH ADMINISTRATION BY THE ELECTRIC UTILITY DIRECTOR

WHEREAS, Electric Utility Department lift trucks and digger derricks have been purchased from Altec Industries, Inc.; and

WHEREAS, Cal/OSHA requires annual inspections and certifications for this equipment; and

WHEREAS, Altec Industries, Inc. employs fully trained and certified technicians to perform this work; and

WHEREAS, these services are essential for Cal/OSHA compliance, the safety of EUD personnel and to ensure this essential equipment is operational to prevent extended loss of electrical service; and

WHEREAS, the Fleet Services Division of the Public Works Department currently maintains EUD vehicles and relies on Altec Industries, Inc. as the authorized dealer for parts, materials and services outside their expertise or licensing; and

WHEREAS, staff recommends execution of a PSA with Altec Industries, Inc. to provide maintain the Altec EUD equipment.

NOW THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to Execute a Professional Services Agreement (PSA), with administration by the Electric Utility Director, for Cal/OSHA Required Annual Inspections, Certifications, Repairs and Purchase of Materials to Maintain the Electric Utility Department Lift Trucks and Digger Derricks to Altec Industries, Inc. of Dixon, California for a Five Year Term in an amount not to exceed \$25,000 annually.

Dated: May 18, 2011

I hereby certify that Resolution No. 2011- _____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Specific Staff Members of York Risk Services Group, Inc. as Signers on the City of Lodi Workers Compensation Claims Management Account

MEETING DATE: May 18, 2011

PREPARED BY: Management Analyst / Budget

RECOMMENDED ACTION: Adopt resolution authorizing specific staff members of York Risk Services Group, Inc. as signers on the City of Lodi workers compensation claims management account.

BACKGROUND INFORMATION: For several years, the City of Lodi has maintained a trust account at Farmers and Merchants Bank that is used by the City's workers compensation third party claims administrator to make claims payments to physicians, medical services providers, injured employees and other parties active in the workers compensation arena. A list of York Risk Services staff has been authorized by City Council as signers on this account since December 16, 2009. York is now converting its automated claims management systems which necessitates a change in authorized signers as shown on "Exhibit A" attached (Corporate Authorization Resolution). The attached exhibits provided by F&M state in part that "the signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation". F&M requires City Council authorization and the signatures of the City Manager on these exhibits in order to conduct City banking business.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not Applicable.

Jordan Ayers, Deputy City Manager

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING SPECIFIC STAFF MEMBERS OF YORK
RISK SERVICES GROUP, INC. AS SIGNERS ON THE
CITY OF LODI / WORKERS COMPENSATION CLAIMS
MANAGEMENT ACCOUNT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager, Konradt Bartlam, to execute Exhibit A (Corporate Authorization Resolution) authorizing those individuals listed, as signers on the City of Lodi / Workers Compensation Claims Management Account, and Exhibit B (Facsimile Signature Agreement) attached hereto on behalf of the City of Lodi.

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk

EXHIBIT A

CORPORATE AUTHORIZATION RESOLUTION

FARMERS & MERCHANTS BANK OF CENTRAL CA
PO BOX 3000
LODI, CA 95241-1902

By: CITY OF LODI
P O BOX 3006
LODI CA 95241

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, ~~JORDAN AYERS~~ **RANDI JOHL**, certify that I am Secretary (clerk) of the above named corporation organized under the laws of CALIFORNIA, Federal Employer I.D. Number 94-6000361, engaged in business under the trade name of CITY OF LODI, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. AMBER BUTLER	X <i>Amber Butler</i> X	
B. RICHARD H TAKETA	X <i>Richard Taketa</i> X	<i>Richard Taketa</i>
C. DEBI L HARRINGTON	X <i>Debi L Harrington</i> X	
D. CAROLYN KHO	X <i>Carolyn Kho</i> X	
E. _____	X _____ X	
F. _____	X _____ X	

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
NA	(1) Exercise all of the powers listed in this resolution.	_____
ABCDEF	(2) Open any deposit or share account(s) in the name of the Corporation.	1
ABCDEF	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
NA	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
NA	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
ABCDEF	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	1
NA	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated NA. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____ (date).

Attest by One Other Officer

Secretary
JORDAN AYERS
RANDI JOHL (page 1 of 2)

RESOLUTIONS

The Corporation named on this resolution resolves that.

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) This resolution is superseded by resolution dated _____ .

Comments:

#



FACSIMILE SIGNATURE AGREEMENT

Agreement regarding Facsimile Signatures (Rubber Signature Stamps, etc.) Not for Instructions received through Facsimile Transmission such as through Facsimile (FAX) machine or telecopier.

City of Lodi Account Number (s) _____
Customer/Account Name
Workers Compensation _____
Claims Mgmt Acct _____

Farmers & Merchants Bank of Central California ("Bank") and the Customer named above agree as follows:

- 1. Bank may honor checks or drafts for the payment of money drawn on Customer's above-described accounts when the items bear or appear to bear the facsimile signature of any of the following persons:

Richard Taketa Richard Taketa Richard Taketa
Print Name Signature Facsimile

Print Name Signature Facsimile

Print Name Signature Facsimile

- 2. Bank may honor and charge Customer for such items, regardless of by whom or by what means the actual or purported facsimile signature has been made, provided the facsimile signature resembles the signature, or the facsimile specimen, which Customer has filed with Bank.
- 3. All previous authorizations for the signing and honoring of checks, drafts or other orders for the payment of money drawn on Bank by Customer are continued in full force and effect.
- 4. Customer agrees to hold Bank harmless and indemnify Bank from and against any and all loss, cost, expense, including reasonable attorney's fees, resulting from Bank acting upon such authorization which Bank reasonably believes to have come from the customer.
- 5. Bank may terminate this agreement at any time with or without cause or prior notice.

Dated: _____, 20__

By: _____
Authorized Signature

Title: _____

AUTHORIZATION

By Public Agency

By signing below, you certify and agree that:

1. The persons signing below are authorized officials of _____
Name of Public Agency
and authorize the person signing on the Facsimile Signature Agreement to enter into a Facsimile Signature Agreement with Farmers & Merchants Bank of Central California.
2. This Authorization is in addition to any other authorization in effect and shall remain in force until Farmers & Merchants Bank of Central California receives a written notice of its revocation at each location where the accounts are maintained from the Legislative Body of this public agency.

Date: _____

By: _____

Title: _____

By: _____

Title: _____



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept Improvements Under Contract for DeBenedetti Park – Electrical Improvements, 2350 South Lower Sacramento Road

MEETING DATE: May 18, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for DeBenedetti Park – electrical improvements, 2350 South Lower Sacramento.

BACKGROUND INFORMATION: The project was awarded to Angelo Utilities, of Sacramento, on April 7, 2010, in the amount of \$223,025. The contract has been completed in substantial conformance with the plans and specifications approved by City Council on February 17, 2010.

This project consisted of providing and installing new primary and fiber optic conduits, pull line, conductor trenching, backfill and compaction. Work also included the installation of primary vaults, secondary service boxes, module enclosure pads, a transformer pad, metered switchboard panels, streetlights along the park frontage on Lower Sacramento Road and other incidental and related work.

The final contract price was \$224,967. The additional \$1,942 was due to minor increases in the contract quantities for the 2-inch conduit and pull boxes.

Work on the project was completed in October 2010 but personnel changes at Angelo Utilities caused a delay in the submittal of the final pay application for this project.

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

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

FUNDING AVAILABLE: Funding for this project was from the Electric Utility Outlay Reserve Fund (161651).

Elizabeth Kirkley
Electric Utility Director

F. Wally Sandelin
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer

FWS/WKF/pmf

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving Submittal of Grant Documents to California Emergency Management Agency Homeland Security and Authorizing Transportation Manager to Submit All Necessary Paperwork and Reimbursement Requests

MEETING DATE: May 18, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving submittal of grant documents to California Emergency Management Agency Homeland Security and authorizing Transportation Manager to submit all necessary paperwork and reimbursement requests.

BACKGROUND INFORMATION: Proposition 1B funds from the Transit System Safety, Security and Disaster Response (TSSSDRA) program have been allocated to the City of Lodi in the amount of \$103,731 for the FY 2010/11 cycle.

The Proposition 1B TSSSDRA program is administered by the California Emergency Management Agency.

SJCOG will receive a total of approximately \$535,882 program funds to distribute, at its discretion, among the eligible transit providers that include Lodi, Escalon, Ripon, Tracy, Manteca, and the Regional Transit District. Similar to past grant cycles, SJCOG and the Interagency Transit Committee collaboratively determined the funding distribution amongst the eligible agency applicants. Of the total, \$100,000 has been apportioned to the City of Lodi for the transit security automated fare box system.

Four eligible transit operators will receive additional Proposition 1B funds (Section 99314) based on fare revenues. As a result, the City of Lodi will receive an additional \$3,731 for the transit security automated fare box system.

With this grant funding, up to seven additional automated fare box equipment will be purchased and installed in our GrapeLine/VineLine buses. Fifteen automated fare boxes were previously installed using ARRA stimulus funds. Automated fare boxes enhance the safety of the transit drivers by eliminating passenger interactions during fare collection and protect the fares collected by a secure locking system that can only be opened using a special probe. Fare revenue increased by approximately \$1,000 during the first month of operations with the new fares boxes.

FISCAL IMPACT: The cost of the security improvements will be fully covered by the Proposition 1B TSSSDRA funds, and there is no match requirement. Failure to adopt the resolution and claim the funding could result in the funds being re-allocated to another jurisdiction.

FUNDING AVAILABLE: Funding will be made available through this allocation.

F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer
cc: Financial Services Manager
Transportation Manager/Senior Traffic Engineer

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
SUBMITTAL OF GRANT DOCUMENTS TO CALIFORNIA
EMERGENCY MANAGEMENT AGENCY HOMELAND SECURITY
FOR PROPOSITION 1B TRANSIT SYSTEM SAFETY, SECURITY
AND DISASTER RESPONSE ACCOUNT FUNDS, AND
AUTHORIZING TRANSPORTATION MANAGER TO SUBMIT ALL
NECESSARY PAPERWORK AND REIMBURSEMENT REQUESTS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the submittal of grant documents to the California Emergency Management Agency Homeland Security for Proposition 1B Transit System Safety, Security and Disaster Response Account funds; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Transportation Manager to submit all necessary paperwork and reimbursement requests.

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to File Claim for 2010/11 Transportation Development Act (TDA) Funds in the Amount of \$1,710,558 from Local Transportation Fund (LTF) and \$217,922 from State Transit Assistance (STA) Fund

MEETING DATE: May 18, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to file claim for 2010/11 Transportation Development Act (TDA) funds in the amount of \$1,710,558 from Local Transportation Fund (LTF) and \$217,922 from State Transit Assistance (STA) Fund.

BACKGROUND INFORMATION: Each year, the City of Lodi receives an apportionment of TDA funds to support Lodi's transit operations and pedestrian/bicycle costs. These are State transportation funds that are primarily for non-vehicular (transit) transportation but can be used on roads if transit needs are being met. They are channeled through the San Joaquin Council of Governments (SJCOG), our regional transportation planning agency. The claim for Fiscal Year 2010/11 is \$1,710,558 from LTF and \$217,922 from STA, as follows:

	LTF	STA	Total
Transit Operations	\$1,607,214	\$32,249	\$1,639,463
Transit Capital Projects		182,000	182,000
Pedestrian/Bicycle Projects	50,000		50,000
SJCOG Planning and Administration	<u>53,344</u>	<u>3,673</u>	<u>57,017</u>
Total	\$1,710,558	\$217,922	\$1,928,480

As shown above, the LTF and STA funds will be utilized for transit operations, transit capital projects (CNG fueling station improvements, signs, shelters, etc.), pedestrian and bicycle projects (sidewalk repairs), and \$57,017 for SJCOG planning and administration. Both the LTF and STA funds include unclaimed carryover funds from FY 09/10 in the amount of \$125,335 (\$81,435 for operations and \$43,900 for pedestrian/bicycle) and \$1,598, respectively. SJCOG plans to approve the TDA claim on May 26, 2011, following City Council's approval. The City Manager may make minor adjustments when filing the final claim, based upon SJCOG review and comments.

For FY 2011/12, SJCOG estimates Lodi's TDA revenues to be \$1.5 million. Lodi staff does not anticipate a transit service reduction next fiscal year, assuming Lodi continues to annually receive \$120,000 in Measure K renewal funds to operate our Express Routes. Staff will continue to closely monitor our revenue sources.

The transit operations, GrapeLine, Dial-A-Ride, and VineLine, are fully funded with TDA, Federal Transit Administration funds, fare revenues and other competitive fund sources. Transit is not dependent on any General Fund money. We intend to continue to use TDA funds for transit, pedestrian, and bicycle-related projects and maintenance as much as possible.

FISCAL IMPACT: This action will allow the City to claim and receive TDA funding for FY 2010/11, which will pay for on-going operations and capital needs.

FUNDING AVAILABLE: None required.

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer

FWS/PJF/pmf

cc: Financial Services Manager

SJCOG Accounting, Ms. Castle-Martinez, Supervising Accountant

APPROVED: _____

Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO FILE THE
2010-11 CLAIM FOR TRANSPORTATION
DEVELOPMENT ACT FUNDS ON BEHALF OF THE
CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City's 2010-11 Transportation Development Act claim in the following amounts:

\$1,710,558	Local Transportation Funds
\$ 217,922	State Transit Assistance

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

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to make minor adjustments when filing the final claim, based on San Joaquin County Council of Governments review and comments.

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Allocate Additional Funds to the Lodi Energy Efficiency Financing Program (\$150,000)

MEETING DATE: May 18, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to allocate additional funds to the Lodi Energy Efficiency Financing Program (\$150,000).

BACKGROUND INFORMATION: In mid-January, Lodi Electric Utility launched the Lodi Energy Efficiency Pilot Project or LEEPP. This program is funded via the Lodi Public Benefits Program, and is designed for G2 commercial customers as a tool to “fund” energy conservation projects. As approved by the City Council, the LEEPP provides a two-year loan of up to \$50,000 for qualifying customers. The loan payment is then attached to the customer’s utility bill.

To date, the entire \$250,000 allocated for this program has been loaned to customers or is fully reserved. Most of the energy efficiency projects are lighting retrofits, which traditionally are the most cost-effective energy efficiency projects that commercial and industrial customers pursue. Loan participants include: Delta Convalescent Hospital; Union 76 on Kettleman Lane; Chevron on Kettleman Lane; M & R Packing; Special Commodities, Inc and Wine & Roses.

Staff is requesting that an additional \$150,000 be placed in this unique loan program, as commercial and industrial customers, as well as various third-party contractors, are contacting the utility seeking to participate. Staff also recommends that the program be expanded to include utility customers assigned to the G3, G4, G5, and I1 utility rates.

FISCAL IMPACT: \$150,000 would be transferred from the Lodi Public Benefits Program fund to this pilot project. The pilot project is a loan program, thus funds provided to customers under this program are ultimately returned in full to the appropriate account. The utility will, over time, see decreased energy sales as a result of the energy efficiency/conservation measures installed by participating customers.

FUNDING: Funding provided through the Public Benefits Fund (Fund 164)

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Manager, Customer Service & Programs
EAK/RL/1st

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO ALLOCATE
\$150,000 FROM THE LODI PUBLIC BENEFITS
PROGRAM TO THE LODI ENERGY EFFICIENCY
FINANCING PROGRAM

=====

WHEREAS, the City of Lodi Electric Utility Department has created the Lodi Energy Efficiency Financing Pilot Project; and

WHEREAS, the Lodi City Council has approved this unique energy efficiency financing program for designated commercial and small industrial energy customers to pursue energy conservation projects; and

WHEREAS, with the initial funding for this pilot project now fully reserved by numerous customers, staff is seeking to expand this energy conservation loan program to allow additional commercial and industrial customers the opportunity to participate.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council allocates an additional \$150,000 to the Lodi Energy Efficiency Financing Program to assist commercial and industrial customers with various energy conservation projects.

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a Resolution Authorizing the Issuance of a CAL-Card Procurement Card to Interim Fire Chief Dan Haverty

MEETING DATE: May 18, 2011

PREPARED BY: Management Analyst / Budget Division

RECOMMENDED ACTION: Adopt a resolution authorizing the issuance of a CAL-Card procurement card to Interim Fire Chief Dan Haverty.

BACKGROUND INFORMATION: On June 16, 2010, the Lodi City Council adopted Resolution No. 2010-99 authorizing the issuance of CAL-Card procurement cards to City of Lodi department heads. The CAL-Card monthly limit set for then-Fire Chief Kevin Donnelly was \$7,500.

On May 4, 2011, the Lodi City Council authorized the City Manager to execute an employment agreement with Dan Haverty for interim Fire Chief services. In order to conduct his duties effectively, it is recommended that a CAL-Card be issued to Interim Fire Chief Dan Haverty, with a monthly spending limit of \$7,500. These cards are provided for reasons of convenience and cost used in conjunction with attendance by staff at conferences, training seminars and other miscellaneous meetings.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Expenses charged to CAL-Cards are included in departmental appropriations.

Jordan Ayers, Deputy City Manager

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE ISSUANCE OF A CAL-CARD
PROCUREMENT CARD TO INTERIM FIRE CHIEF,
DAN HAVERTY

=====

WHEREAS, Resolution No. 2010-99 adopted by the Lodi City Council on June 16, 2010, authorized the issuance of CAL-Card procurement cards to City of Lodi Department Heads with specified monthly spending limits.

NOW THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the issuance of a CAL-Card procurement card to Interim Fire Chief, Dan Haverty, with a monthly spending limit set at \$7,500.

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Report Regarding League of California Cities Communications Pertaining to Assembly Bill 506 and Senate Bill 286

MEETING DATE: May 18, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding League of California Cities (League) communications pertaining to Assembly Bill 506 and Senate Bill 286.

BACKGROUND INFORMATION: The City received a request for communications from the League on May 2, 2011 pertaining to AB 506 and SB 286. Letters of opposition on AB 506 and support on SB 286, signed by the Mayor, were needed by May 4, 2011, the date of the hearings on both bills in the State Legislature.

As you may be aware, AB 506 (Wieckowski) would provide that a local public entity shall not file under federal bankruptcy law unless the local public entity has participated in mediation with certain interested parties has received a certificate of good faith participation, and if the mediation results in either an agreement for debt readjustment, or if the mediator certifies in writing that continued mediation will not contribute to a resolution of the parties' dispute, under certain circumstances. The bill would also require the California Debt and Investment Advisory Commission to adopt specific mediation guidelines.

SB 286 (Wright) would, until January 1, 2013, prohibit the legislative body of a city, county, or city and county from adopting an ordinance to adopt or amend a redevelopment plan. The bill would also impose new requirements on the agency with respect to implementation plans and evidentiary standards and expand existing prohibitions on agency direct assistance to certain projects. This bill is the alternative proposal to the Governor's proposal to eliminate redevelopment agencies.

Both letters were sent as requested on May 3, 2011 and this report is provided for informational purposes only.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager

CITY COUNCIL

BOB JOHNSON, Mayor
JOANNE MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
PHIL KATZAKIAN
ALAN NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 3, 2011

Honorable Bob Wieckowski:
State Capitol Building, Room 4162
Sacramento, California 95814

Dear Assembly Member Wieckowski:

The City of Lodi regrets to inform you that the City strongly oppose this latest attempt to remove our ability to make our own financial decisions. AB 506 attempts to prevent any local government from filing for bankruptcy under Chapter 9 of the federal bankruptcy code without first receiving the permission from what can only be called a State-controlled non-governmental arbitrator.

Puts Local Services at Risk. The purpose of filing for Chapter 9 bankruptcy protection is to effectively suspend payments by granting an automatic stay of financial obligations in order to formulate a debt readjustment plan. Without this protection, fiscally vulnerable cities with the inability to continue payments may face interruptions to vital services and residents will suffer.

Subverts Effective and Neutral Process for State-Controller Arbitrator. Current bankruptcy proceedings are managed by expert bankruptcy judges who have no stake in the outcome. The proposed State Commission which would manage the new process is comprised of elected officials who will face special interest and politic pressures. Furthermore the use of an outside "mediator" with all the powers of an arbitrator has far larger implications that will threaten local control. This process is clearly being stacked against municipalities.

Limits Negotiations. Excluding collective bargaining agreements, and their high price tags, severely limits the options available to cities. Essentially the only thing left on the table is to reduce payments to bondholders and other debtors. It's no surprise that this bill is being co-sponsored by the California Professional Firefighters Association.

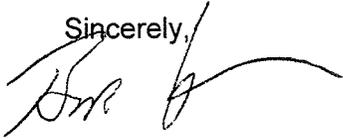
"Good Faith" Gone. As defined in your bill, "good faith" no longer represents a city's sincere efforts to find a solution to disputes unless it is also acting to adjust payments as the "mediator" defines. If the "mediator" decides that a city has not acting in "good faith" they will lose their ability to file for bankruptcy.

Municipal Bankruptcy is a Last Resort. Since the adoption of Chapter 9 of the State Bankruptcy Code in 1949—60 years ago—only two cities (and one county) have petitioned for its use: the City of Desert Hot Springs in 1994, Orange County in 1994, and in 2008 the City of Vallejo. Bankruptcy is not an attractive alternative for local

communities, nor is it an easy process, and is a last desperate resort. Furthermore, it is the chronic mismanagement of the state's budget and raids on local governments that has left cities in fiscal distress. The State should get its own fiscal house in order before interjecting itself in city affairs.

For these reasons the City of Lodi is opposed to your AB 506.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Johnson", with a long, sweeping horizontal stroke extending to the right.

Bob Johnson
Mayor

C: Natasha Karl, League of California Cities (Fax: 916-658-8240)

CITY COUNCIL

BOB JOHNSON, Mayor
JOANNE MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
PHIL KATZAKIAN
ALAN NAKANISHI

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM,
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

May 3, 2011

Senator Rod Wright
State Capitol Building, Room 5064
Sacramento, California 95814

Dear Senator Wright:

On behalf of the City of Lodi, I am writing to express our support for Senate Bill 286. This bill would impose tough new reforms to increase accountability and limit the size and scope of redevelopment in California. It will also ensure redevelopment is being used responsibly to maximize job-creation, revitalize rundown communities, clean-up contaminated properties, finance infrastructure improvements, and build affordable housing.

We are opposed to the Governor's proposal to eliminate redevelopment, a move that would have disastrous consequences on local communities throughout the State, harm local economies and kill tens of thousands of jobs.

Instead, we support your SB 286 to reform redevelopment to maximize its effectiveness and accountability, while preserving redevelopment as a powerful tool for local economic growth and job creation.

Sincerely,



Bob Johnson
Mayor

C: Dan Carrigg, League of California Cities (Fax: 916-658-8240)
Senate Governance and Finance Committee Members (Fax: 916-322-0298)



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Amendment to City Council Protocol Manual Adding Section 7.9 Regarding Communications at the Request of the League of California Cities

MEETING DATE: May 18, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve amendment to City Council Protocol Manual adding Section 7.9 regarding communications at the request of the League of California Cities.

BACKGROUND INFORMATION: At the City Council meeting of April 20, 2011 staff was asked to bring back a policy for Council consideration to allow timely response to requests for communications received from the League of California Cities. From time to time, the City receives a request from the League asking the City to support and/or oppose a particular piece of legislation and/or proposal and send in a letter signed by the Mayor to various legislators indicating the position that the City has taken. Currently, those requests are agendized at the next regularly scheduled City Council meeting and processed thereafter. Recently, the City has been asked by the League to process these requests within a relatively short time period in light of pending hearings on the subject matter in the Legislature. As such the following policy is provided for Council consideration:

“Section 7.9. Communications at the Request of the League of California Cities

From time to time, the City is asked by the League of California Cities to take a support and/or oppose position on a particular piece of legislation and/or proposal. When such a request is received, the matter shall be agendized and acted upon at the next regularly scheduled City Council meeting. When a request is received necessitating a more timely response in that action is required prior to the next regularly scheduled City Council meeting, the Mayor, on behalf of the City, may sign and submit the requested communication so long as the position is consistent with the position taken by the League and previous positions, if any, taken by the City. A copy of the communication shall be presented as an informational item on the Consent Calendar at the next regularly scheduled City Council meeting.”

The above amendment to the City Council Protocol Manual is submitted for Council consideration and approval if so desired.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Amendment to City Council Protocol Manual Adding Section 7.9 Regarding Communications at the Request of the League of California Cities

MEETING DATE: May 18, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve amendment to City Council Protocol Manual adding Section 7.9 regarding communications at the request of the League of California Cities.

BACKGROUND INFORMATION: At the City Council meeting of April 20, 2011 staff was asked to bring back a policy for Council consideration to allow timely response to requests for communications received from the League of California Cities. From time to time, the City receives a request from the League asking the City to support and/or oppose a particular piece of legislation and/or proposal and send in a letter signed by the Mayor to various legislators indicating the position that the City has taken. Currently, those requests are agendized at the next regularly scheduled City Council meeting and processed thereafter. Recently, the City has been asked by the League to process these requests within a relatively short time period in light of pending hearings on the subject matter in the Legislature. As such the following policy is provided for Council consideration:

“Section 7.9. Communications at the Request of the League of California Cities

From time to time, the City is asked by the League of California Cities to take a support and/or oppose position on a particular piece of legislation and/or proposal. When such a request is received, the matter shall be agendized and acted upon at the next regularly scheduled City Council meeting. When a request is received necessitating a more timely response in that action is required prior to the next regularly scheduled City Council meeting, the Mayor, on behalf of the City, may sign and submit the requested communication so long as the position is consistent with the position taken by the League and previous positions, if any, taken by the City. A copy of the communication shall be presented as an informational item on the Consent Calendar at the next regularly scheduled City Council meeting.”

The above amendment to the City Council Protocol Manual is submitted for Council consideration and approval if so desired.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments, Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12; Set Public Hearing for June 15, 2011

MEETING DATE: May 18, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt the following resolutions and set a public hearing for June 15, 2011:

1. Initiating proceedings for the levy and collection of assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12
2. Approving the Annual Report for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12
3. Declaring its intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12

BACKGROUND INFORMATION: Over the past eight years, the City Council has formed a total of 16 zones of the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 (District). The scope of maintenance activities funded by the District includes 1) landscape and irrigation, 2) masonry block walls, 3) street parkway trees, and 4) public park areas. The activities and levy amount vary by zone, as described in the City of Lodi, Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Annual Report (Report), Fiscal Year 2011/12 that is on file in the Public Works Department.

The Report describes the general nature, location and extent of the improvements to be maintained and an estimate of the costs of the maintenance, operations, and servicing for the improvements. The Report includes a diagram for the District showing the area and properties proposed to be assessed; an assessment of the estimated costs of the maintenance, operations and servicing for the improvements; and the net levy upon all assessable lots and/or parcels within the District. Although each district varies in cost, the overall cost increased 8 percent from last year.

The action requested of the City Council is to initiate proceedings for the levy and collection of assessments for Fiscal Year 2011/12, approve the Annual Report, to declare its intention to levy the assessments and to set a public hearing for June 1, 2011, to receive public comments. After the public hearing, City Council will be asked to confirm the Final Report and order the levy and collection of the assessments.

FISCAL IMPACT: Funding for preparation of the Report is included in the assessments.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Junior Engineer
Attachment

cc: City Attorney
Deputy Public Works Director – Utilities

Parks, Recreation and Cultural Services Director
NBS

APPROVED: _____
Konradt Bartlam, City Manager



City of Lodi

Lodi Consolidated Landscape Maintenance District No. 2003-1

2011/12 Engineer's Report

June 2011

Main Office

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516 Fax: 951.296.1998

Regional Office

870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349 Fax: 415.391.8439

CITY OF LODI
221 W. Pine Street
Lodi, California 95240
Phone - (209) 333-6800
Fax - (209) 333-6710

CITY COUNCIL

Bob Johnson, Mayor
JoAnne Mounce, Mayor Pro Tempore
Larry D. Hansen, Council Member
Phil Katzakian, Council Member
Alan Nakanishi, Council Member

CITY STAFF

Rad Bartlam, City Manager
Jordan Ayers, Deputy City Manager
Randi Johl, City Clerk
D. Stephen Schwabauer, City Attorney
Wally Sandelin, Public Works Director
Chris Boyer, Junior Engineer

NBS

Greg Davidson, Client Services Director
David Schroeder, Project Manager
Nick Dayhoff, Financial Analyst

TABLE OF CONTENTS

1. ENGINEER'S LETTER	1-1
2. OVERVIEW	2-1
2.1 District Formation and Annexation History	2-1
2.2 Effect of Proposition 218	2-2
3. PLANS AND SPECIFICATIONS	3-1
4. METHOD OF APPORTIONMENT	4-1
5. ESTIMATE OF COSTS	5-1
5.1 Definitions.....	5-1
5.2 Zone-Specific Budgets and Reserve Information	5-2
6. ASSESSMENT DIAGRAMS	6-1
7. FISCAL YEAR 2011/12 ASSESSMENT ROLL	7-1

1. ENGINEER'S LETTER

WHEREAS, on May 18, 2011, the *City Council* ("Council") of the *City of Lodi* ("City"), pursuant to the *Landscaping and Lighting Act of 1972* ("Act"), adopted a resolution initiating proceedings for the levy and collection of assessments for the *Lodi Consolidated Landscape Maintenance District No. 2003-1* ("District"), Fiscal Year 2011/12;

WHEREAS, said resolution ordered NBS Government Finance Group, DBA NBS, to prepare and file a report, in accordance with §22567 of the Act, concerning the assessment of the estimated costs of operating, maintaining and servicing the improvements within the District for the fiscal year commencing July 1, 2011 and ending June 30, 2012.

NOW THEREFORE, the following assessments are made to finance the operation, maintenance, and servicing of the improvements within the District:

DESCRIPTION	AMOUNT
Zone 1 - Total Assessment	\$19,494.56
Dwelling Unit Equivalents	74
Assessment per Dwelling Unit Equivalent	\$263.44
Zone 2 - Total Assessment	\$29,252.02
Dwelling Unit Equivalents	133
Assessment per Dwelling Unit Equivalent	\$219.95
Zone 3 - Total Assessment	\$6,204.90
Dwelling Unit Equivalents	39
Assessment per Dwelling Unit Equivalent	\$159.11
Zone 4 - Total Assessment	\$6,433.60
Dwelling Unit Equivalents	34
Assessment per Dwelling Unit Equivalent	\$189.23
Zone 5 - Total Assessment	\$43,088.06
Dwelling Unit Equivalents	223
Assessment per Dwelling Unit Equivalent	\$193.22
Zone 6 - Total Assessment	\$22,608.00
Dwelling Unit Equivalents	80
Assessment per Dwelling Unit Equivalent	\$282.61
Zone 7 - Total Assessment	\$597.60
Dwelling Unit Equivalents	5
Assessment per Dwelling Unit Equivalent	\$119.53
Zone 8 - Total Assessment	\$6,874.46
Dwelling Unit Equivalents	17
Assessment per Dwelling Unit Equivalent	\$404.39

(Continued on next page)

DESCRIPTION	AMOUNT
Zone 9 - Total Assessment	\$1,480.38
Dwelling Unit Equivalents	11
Assessment per Dwelling Unit Equivalent	\$134.59
Zone 10 - Total Assessment	\$834.96
Dwelling Unit Equivalents	7
Assessment per Dwelling Unit Equivalent	\$119.29
Zone 11 - Total Assessment	\$1,416.72
Dwelling Unit Equivalents	7
Assessment per Dwelling Unit Equivalent	\$202.39
Zone 12 - Total Assessment	\$1,160.96
Dwelling Unit Equivalents	8
Assessment per Dwelling Unit Equivalent	\$145.12
Zone 13 - Total Assessment	\$774.62
Dwelling Unit Equivalents	93.104
Assessment per Dwelling Unit Equivalent	\$8.32
Zone 14 - Total Assessment	\$981.92
Dwelling Unit Equivalents	17
Assessment per Dwelling Unit Equivalent	\$57.76
Zone 15 - Total Assessment	\$598.76
Dwelling Unit Equivalents	36.268
Assessment per Dwelling Unit Equivalent	\$16.51
Zone 16 - Total Assessment	\$112.74
Dwelling Unit Equivalents	8.370
Assessment per Dwelling Unit Equivalent	\$13.47

I, the undersigned, respectfully submit this report and, to the best of my knowledge, information and belief, the assessments and assessment diagrams herein have been computed and prepared in accordance with the order of the Council.

F. Wally Sandelin, P.E., Engineer of Work

Date

Seal

2. OVERVIEW

This report describes the District and details the assessments to be levied against the parcels therein for Fiscal Year 2011/12. Such assessments account for all estimated direct & incidental expenses, deficits/surpluses, revenues, and reserves associated with the operation, servicing and maintenance of the improvements.

The word “parcel,” for the purposes of this report, refers to an individual property that has been assigned an Assessor’s Parcel Number by the San Joaquin County Assessor. The San Joaquin County Auditor-Controller uses Assessor’s Parcel Numbers and specific Tax Codes to identify the parcels assessed on the County Tax Roll within special benefit districts.

2.1 District Formation and Annexation History

The District is currently comprised of 16 distinct zones within the City. New zones may be annexed into the District if approved via property owner balloting proceedings.

ZONES 1 AND 2

A report was prepared in 2003 for Zones 1 and 2. Property owner balloting proceedings were conducted, effective for the Fiscal Year 2004/05 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 3 THROUGH 7

In 2004, separate reports were prepared for Zones 3, 4, 5 & 6, and 7. Property owner balloting proceedings were conducted within Zones 3 and 4 for the Fiscal Year 2004/05 assessment and within Zones 5 through 7 for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 8 THROUGH 12

A separate report was prepared in 2005 for Zones 8 through 12. Property owner balloting proceedings were conducted for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONE 13

A separate engineer’s report was prepared in 2007 for Zone 13. Property owner balloting proceedings were conducted for the Fiscal Year 2007/08 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 14 THROUGH 16

A separate engineer’s report was prepared in 2008 for Zones 14 through 16. Property owner balloting proceedings were conducted for the Fiscal Year 2008/09 assessment. Property owner approval was attained; the City will begin levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

2.2 Effect of Proposition 218

On November 5, 1996, California voters approved Proposition 218 (Government Code commencing with Section 53739) by a margin of 56.5% to 43.5%. The provisions of the Proposition, now a part of the California Constitution, add substantive and procedural requirements to assessments, which affect the City of Lodi landscape maintenance assessments.

The Act, Article XIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act are referred to collectively as the "Assessment Law".

3. PLANS AND SPECIFICATIONS

ZONE 1 – ALMONDWOOD ESTATES

Zone 1 is comprised of the Almondwood Estates subdivision; the facilities within Zone 1 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping area along the east side of Stockton Street from the project's north boundary to Almond Drive, including the angled corner section at Elgin Avenue, approximately 1220 linear feet.
- B. A masonry wall and 13.5' wide landscaping area along the north side of Almond Drive from the project's east boundary westerly to Stockton Street, including the angled corner sections at Blackbird Place and Stockton Street, approximately 340 linear feet.
- C. Street parkway trees located within the public street within the Zone 1 boundary.
- D. Public park land area of 0.5661 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 1 consists of a 74-lot low density residential development located in the southeastern portion of the City.

Zone 1 includes 74 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 1 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by the Zone 1 shall be filed with the City and will be incorporated into this report by reference.

ZONE 2 – CENTURY MEADOWS ONE, UNITS 2 & 3

Zone 2 is comprised of Century Meadows One, Units 2 & 3 the facilities within Zone 2 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping area along the north side of Harney Lane from the project's east boundary to the west boundary, including the 2 angled corner sections at Poppy Drive, approximately 1200 linear feet.
- B. Street parkway trees located within the public street within the Zone 2 boundary.
- C. Public park land area of 1.01745 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 2 consists of a 133-lot low density residential development located in the south-central portion of the City.

Zone 2 includes 133 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 2 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 2 shall be filed with the City and will be incorporated into this report by reference.

ZONE 3 – MILLSBRIDGE II

Zone 3 is comprised of Millsbridge II; the facilities within Zone 3 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public street within the Zone 3 boundary.
- B. Public park land area of 0.30 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 3 consists of a 39-lot residential development located in the southwestern portion of the City.

Zone 3 includes 39 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Zone 3 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 3 shall be filed with the City and will be incorporated into this report by reference.

ZONE 4 – ALMOND NORTH

Zone 4 is comprised of the Almond North subdivision; the facilities within Zone 4 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public street within the Zone 4 boundary.
- B. Public park land area of 0.26 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 4 consists of a 28-lot residential development, including 6 potential duplex lots and is located in the southeastern portion of the City.

Zone 4 includes a maximum of 34 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 4 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 4 shall be filed with the City and will be incorporated into this report by reference.

ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES

Zone 5 is comprised of Legacy Estates I, Legacy Estates II and Kirst Estates; the facilities within Legacy Estates I of Zone 5 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 10-24 of Legacy Estates I, approximately 950 linear feet.
- B. Street parkway trees located within the public street within the Zone 5 boundary.
- C. Public park land area of 0.589 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

The improvements within Legacy Estates II of Zone 5 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west side of Mills Avenue from the project's southern boundary on Mills Avenue to the intersection of Wyndham Way, approximately 590 linear feet.
- B. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 69-77 of Legacy Estates II, approximately 525 linear feet.
- C. Street parkway trees located within the public street within the Zone 5 boundary.
- D. Public park land area of 1.07 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

The facilities within Kirst Estates of Zone 5 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public street within the Zone 5 boundary.
- B. Public park land area of 0.0459 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 5 consists of a 77-lot residential development (Legacy Estates I), a 140-lot residential development (Legacy Estates II) and a 6-lot residential development (Kirst Estates) located in the southwestern portion of the City. Each lot benefits equally from the facilities within Zone 5.

Zone 5 includes 223 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 5 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 5 shall be filed with the City and will be incorporated into this report by reference.

ZONE 6 – THE VILLAS

Zone 6 is comprised of The Villas subdivision; the facilities within Zone 6 that will be operated serviced and maintained are generally described as follows:

- A. A masonry wall and 8.5' wide landscaping area along the east side of Panzani Way from the project's south boundary to the intersection of Porta Rosa Drive, approximately 120 linear feet.
- B. A masonry wall and 27.5 to 43.0-foot variable width landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane from Panzani Way to the frontage road, approximately 425 linear feet.
- C. A masonry wall and 15.0 to 44.0-foot variable width landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west of the frontage road and the east side of San Martino Way from Harney Lane to the project's north boundary, approximately 700 linear feet.
- D. Ten 24-foot wide, common access driveways dispersed throughout the residential area, approximately 1200 linear feet.
- E. Parcel B, between lots 1 and 50, a variable width landscaping strip, approximately 250 linear feet.
- F. Street parkway trees located within the public street within the Zone 6 boundary.
- G. Public park land area of 0.748 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 6 consists of an 80-lot residential development located in the southeastern portion of the City.

Zone 6 includes 80 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 6 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 6 shall be filed with the City and will be incorporated into this report by reference.

ZONE 7 – WOODLAKE MEADOWS

Zone 7 is comprised of Woodlake Meadows; the facilities within Zone 7 that will be operated, serviced and maintained are generally described as follows:

- A. Public park land area of 0.0468 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 7 consists of a 5-lot residential development located in the northwestern portion of the City.

Zone 7 includes 5 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 7 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 7 shall be filed with the City and will be incorporated into this report by reference.

ZONE 8 – VINTAGE OAKS

Zone 8 is comprised of the Vintage Oaks Subdivision and the adjacent parcel to the north (APN 058-230-05); the facilities within Zone 8 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, including a 4-foot wide sidewalk, extending north and south of the future Vintage Oaks Court along the east side of S. Lower Sacramento Road for a total distance of approximately 252 linear feet.
- B. A 9.5' wide landscaping strip in the east half of the Lower Sacramento Road median, west of the Zone 8 boundary.
- C. Street parkway trees located within the public street (Vintage Oaks Court) within the Zone 8 boundary.
- D. Public park land area of 0.13005 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 8 consists of a 17-lot low-density residential development (Vintage Oaks) and a 2-lot low-density residential development (APN 058-230-05) bounded by DeBenedetti Park (APN 058-230-05) to the North, the Sunnyside Estates development to the South, Ellerth E. Larson Elementary School to the East and Lower Sacramento Road to the West.

Zone 8 includes 17 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 8 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 8 shall be filed with the City and will be incorporated into this report by reference.

ZONE 9 – INTERLAKE SQUARE

Zone 9 is comprised of the Interlake Square Subdivision; the facilities within Zone 9 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public rights-of-way of School Street and Park Street within the Zone 9 boundary.
- B. Public park land area of 0.08415 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 9 consists of an 11-lot low-density residential development (Interlake Square) located north of Park Street, generally south of Sierra Vista Place, east of South School Street and generally west of Sacramento Street.

Zone 9 includes 11 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 9 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 9 shall be filed with the City and will be incorporated into this report by reference.

ZONE 10 – LAKESHORE PROPERTIES

Zone 10 is comprised of the Lakeshore Properties subdivision; the facilities within Zone 10 that will be operated, serviced and maintained are generally described as follows:

- A. Public park land area of 0.05355 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 10 consists of a 7-lot low-density residential development (Lakeshore Properties) located on the southwest corner of the Lakeshore Drive/Tienda Drive intersection within the City.

Zone 10 includes 7 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 10 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 10 shall be filed with the City and will be incorporated into this report by reference.

ZONE 11 – TATE PROPERTY

Zone 11 is comprised of the Tate Property development; the facilities within Zone 11 of the District that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane, immediately east of Legacy Way, approximately 140 linear feet.
- B. Street parkway trees located within the public street (Legacy Way) within the Zone 11 boundary.
- C. Public park land area of 0.05355 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 11 consists of a 1-lot low-density residential development located in the northeast corner of the Harney Lane/Legacy Way intersection within the City.

Zone 11 includes 7 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 11 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 11 shall be filed with the City and will be incorporated into this report by reference.

ZONE 12 – WINCHESTER WOODS

Zone 12 is comprised of the Winchester Woods subdivision; the facilities within Zone 12 that will be operated, serviced and maintained are generally described as follows:

- A. Public park land area of 0.0748 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 12 consists of an 8-lot medium-density residential development located generally south of Wimbledon Drive, east of The Oaks apartment complex (APN 060-220-29) and west of Winchester Drive in the southeasterly portion of the City.

Zone 12 includes 8 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 12 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 12 shall be filed with the City and will be incorporated into this report by reference.

ZONE 13 – GUILD AVENUE INDUSTRIAL

Zone 13 is comprised of 8 industrial zoned parcels; the facilities within Zone 13 that will be operated, serviced and maintained are generally described as follows:

- A. A traffic signal at the intersection of Highway 12 (Victor Road) and Guild Avenue.
- B. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 13 boundary, extending west from the current City limits for a distance of 700 feet.
- C. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.
- D. Street sweeping along the north and south side of Victor Road (Highway 12) and along the median and curbing from 231 feet west of the Guild Avenue intersection centerline to the current City limits.

Zone 13 consists of 8 industrial parcels located on Guild Avenue, north of Lockeford Street. The benefit from facilities within Zone 13 for each lot has been determined based on an acreage basis.

Zone 13 includes 93.104 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 13 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 13 shall be filed with the City and will be incorporated into this report by reference.

ZONE 14 – LUCA PLACE

Zone 14 is comprised of the Luca Place subdivision; the facilities within Zone 14 that will be operated, serviced, maintained and improved are generally described as follows:

- A. A 6.5-foot irrigated landscape strip in the east half of the Westgate Drive median, west of the Zone 14 boundary.
- B. Street parkway trees located within the public street (Westgate Drive), within the Zone 14 boundary.
- C. Public park land area of 0.15895 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 14 consists of a 17-lot, medium-density, residential development (Luca Place) bounded by Vintner's Square shopping center to the north, east and south and Westgate Drive to the west. Each lot benefits equally from the facilities within Zone 14.

When subdivided, Zone 14 will include 17 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 14 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 14 shall be filed with the City and will be incorporated into this report by reference.

ZONE 15 – GUILD AVENUE INDUSTRIAL

Zone 15 is comprised of 4 industrial zoned parcels; the facilities within Zone 15 that will be operated, serviced, maintained and improved are generally described as follows:

- A. A traffic signal at the intersection of Highway 12 (Victor Road) and Guild Avenue.
- B. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 15 boundary, extending west from the current City limits for a distance of 700 feet.
- C. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.
- D. Street sweeping along the north and south side of Victor Road (Highway 12) and along the median and curbing from 231 feet west of the Guild Avenue intersection centerline to the current City limits.

Zone 15 consists of 4 industrial zoned parcels, 3 located on Guild Avenue, north of Lockeford Street and 1 located on Victor Road, east of Guild Avenue. The benefit from facilities within Zone 15 for each lot has been determined based on an acreage basis.

Zone 15 includes 36.268 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 15 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 15 shall be filed with the City and will be incorporated into this report by reference.

ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL

Zone 16 is comprised of 2 commercial office parcels; the facilities within Zone 16 that will be operated, serviced, maintained and improved are generally described as follows:

- A. A variable width (15 to 18 feet) irrigated, landscaped strip in the segmented median in W. Kettleman Lane (Highway 12) extending west from Ham Lane to Westgate Drive and having a total landscaped area of 36,505 square feet.
- B. A variable width (12 to 20 feet) irrigated landscape strip in the segmented median in Lower Sacramento Road extending south from the north boundary of parcel APN 027-410-06 (2429 W. Kettleman Lane) to the south boundary of APN 058-030-13 (1551 S. Lower Sacramento Road) and having a total landscaped area of 13,490 square feet.

Zone 16 consists of 2 commercial office parcels located on W. Kettleman Lane, west of Lakeshore Drive and east of Mills Avenue. The benefit from facilities within Zone 16 for each lot has been determined based on an acreage and land use basis.

Zone 16 includes 8.37 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 16 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 16 shall be filed with the City and will be incorporated into this report by reference.

4. METHOD OF APPORTIONMENT

Pursuant to the Act, the net amounts to be assessed are apportioned by a formula or method that fairly distributes the net amount to be assessed among all parcels in proportion to benefits received from the improvements. The provisions of Article XIII C and XIII D of the California Constitution (Proposition 218) require the agency to separate the general benefit from special benefit, whereas only special benefits may be assessed.

IMPROVEMENT BENEFIT FINDINGS

The assessments outlined in Section 5 of this report are proposed to cover the estimated costs of providing all necessary service, operation, administration, and maintenance for each zone within the District. It has been determined that each assessable parcel within the District receives proportional special benefits from the improvements. The improvements were constructed and installed for the benefit of the parcels within the District in connection with their development; each parcel's relatively similar proximity to the improvements necessitates similar proportionate benefit allocation. Each parcel that receives special benefit from the improvements is assessed.

SPECIAL BENEFITS

The method of apportionment is based on the premise that each of the assessed parcels within the District receives special benefit from the improvements maintained and financed by District assessments. Specifically, the assessments associated with each zone are outlined in Section 5 of this report.

DESCRIPTION OF THE METHOD OF APPORTIONMENT

The District provides operation, service, and maintenance to all the specific local improvements and associated appurtenances located within the public right-of-ways in each of the various zones throughout the District. The annual assessments are based on the historical and estimated cost to operate, to service and to maintain the improvements that provide a special benefit to parcels within the District. The various improvements within each zone are identified and budgeted separately, including all expenditures, deficits, surpluses, revenues and reserves.

The assessments outlined in this section represent the proportionate special benefit to each property within the District and the basis of calculating each parcel's proportionate share of the annual costs associated with the improvements. The costs associated with the maintenance and operation of special benefit improvements shall be collected through annual assessments from each parcel receiving such benefit. The funds collected shall be dispersed and used for only the services and operation provided to the District.

The basis of determining each parcel's special benefit utilizes a weighting formula commonly known as a Dwelling Unit Equivalent (DUE). The developed single-family residential parcel is used as the base-unit for the calculation of assessments and is defined as 1.00 DUE. All other property types are assigned a DUE that reflects their proportional special benefit from the improvements as compared to the single-family residential parcel (weighted comparison).

To determine the DUE for multi-family residential (3 or more units), industrial, commercial or office parcels, a Benefit Unit Factor (BUF) is assigned to each property type. The assigned BUF multiplied by the parcel's specific acreage determines the DUE.

The following table provides a listing of the various land use types and the corresponding BUF used to calculate a parcel's DUE and proportionate benefit:

PROPERTY TYPE	BENEFIT UNIT FACTOR
Single Family Residential	1.00 per Property
Multi-Family Residential (Duplex)	2.00 per Property
Multi-Family Residential (3 or more units)	5.00 per Acre
Commercial or Office	
For the First 7.5 Acres	5.00 per Acre
For the Next 7.5 Acres	2.50 per Acre
For All Acreage Over 15.0 Acres	1.25 per Acre
Industrial	4.00 per Acre
Exempt	Not Applicable
Other	Case-by-Case

Exempt – Certain parcels, because of use, size, shape, or state of development, may be assigned a zero DUE, which will consequently result in a zero assessment for those parcels for that fiscal year. All parcels having such a zero DUE for the previous fiscal year shall annually be reconsidered to determine if the reason for assigning the zero DUE is still valid for the next fiscal year. Parcels which may be expected to have a zero DUE assigned are typically parcels which are all, or nearly all, publicly landscaped, parcels in public ownership, parcels owned by a public utility company and/or used for public utilities, public parks, public schools, and remainder parcels too small or narrow for reasonable residential or commercial use, unless actually in use.

Area Adjustments – Parcels which have an assessment determined by area and which have a portion of the parcel occupied by public or public utility uses separate from the entitled use and located in easements, prior to the multiplication by the DUE, shall have the area of the parcel adjusted to a usable area to reflect the loss or partial loss of the entitled use in those areas. This reduction shall not apply for normal peripheral and interior lot line public utility easements generally existing over the whole subdivision.

As previously noted, the District is comprised of several distinct zones. These zones encompass specific developments where the parcels receive a direct and special benefit from the operation, service, and maintenance of the related improvements. The basis of benefit and proportionate assessment for all parcels within the District is established by each parcel's calculated DUE and their proportionate share of the improvement costs based on their proportionate DUE within the zone. The method used to calculate the assessment for each zone is as follows:

$$\text{Total Estimated Costs} / \text{Total DUE (Zone)} = \text{Assessment per DUE}$$

$$\text{Assessment per DUE} \times \text{Total DUE per Parcel} = \text{Assessment per Parcel}$$

ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Article XIID of the Constitution of the State of California defined the definition of “new or increased assessment” to exclude certain conditions. These conditions included “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed.” This definition and conditions were later confirmed through SB919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District’s proposed assessment for Fiscal Year 2003/04, Fiscal Year 2004/05, Fiscal Year 2005/06, Fiscal Year 2007/08 and Fiscal Year 2008/09 balloting of property owners was required, pursuant to Proposition 218. The property owner ballots included an assessment to be approved, as well as the approval of an assessment range formula. Property owners within the District approved the proposed assessment and the assessment range formula.

The assessment range formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment for the current fiscal year is less than or equal to the maximum assessment (or adjusted maximum assessment), then the proposed annual assessment is not considered an increased assessment. The maximum assessment is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

1. Beginning in the second fiscal year, and each fiscal year thereafter, the maximum assessment will be recalculated annually.
2. The new adjusted maximum assessment for the year represents the prior year’s maximum assessment adjusted by the greater of:
 - (a) 5%, or
 - (b) The annual increase in the CPI.

Each year the annual increase in the CPI shall be computed. For Fiscal Year 2011/12, the increase in CPI is the percentage difference between the CPI of December 2010 and the CPI for the previous December, as provided and established by the Bureau of Labor Statistics (FY 2011/12 CPI increase is 1.52%). This percentage difference shall then establish the allowed increase based on CPI. The index used shall be all urban consumers for the San Francisco-Oakland-San Jose area. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the Council for determining fluctuations in the cost of living.

If CPI is less than 5%, then the allowable adjustment to the maximum assessment is 5%. If CPI is greater than 5%, then the allowable adjustment to the maximum assessment is based on CPI. The maximum assessment is adjusted annually and is calculated independent of the District’s annual budget and proposed annual assessment. Any proposed annual assessment (rate per DUE) less than or equal to this maximum assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

The following table illustrates how the assessment range formula shall be applied:

Example	CPI % Increase	5.00% Increase	Max % Increase Without Re-Balloting	Prior Year Max Rate Per DUE	Increase Per DUE	New Max Rate Per DUE
1	5.25%	5.00%	5.25%	\$403.00	\$21.16	\$424.16
2	3.44%	5.00%	5.00%	\$403.00	\$20.15	\$423.15

For example, if the percentage change in CPI is greater than 5%, as in Example 1, then the percentage adjustment to the maximum assessment will be by CPI. If the percentage change in CPI is less than 5%, as in Example 2, then the percentage adjustment to the maximum assessment will be 5%.

As previously illustrated, the maximum assessment will be recalculated and adjusted annually. However, the Council may reduce or freeze the maximum assessment at any time by amending the annual engineer's report.

Although the maximum assessment will normally increase each year, the actual District assessments may remain virtually unchanged. The maximum assessment adjustment is designed to establish a reasonable limit on District assessments. The maximum assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year do not require an increase, or the increase is less than the adjusted maximum assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted maximum assessment then the assessment is considered an increased assessment. In order to impose an increased assessment, the Council must comply with the provisions of Proposition 218 (Article XIII D Section 4c of the California Constitution). Proposition 218 requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve the proposed assessment increase. If the proposed assessment is approved, then a new maximum assessment is established for the District. If the proposed assessment is not approved, the Council may not levy an assessment greater than the adjusted maximum assessment previously established for the District.

5. ESTIMATE OF COSTS

5.1 Definitions

Definitions of maintenance items, words and phrases are shown below:

Fiscal Year – One year period of time beginning July 1 of a given year and ending June 30 of the following year.

Landscape Maintenance Labor – The estimated labor costs of maintaining and servicing the trees, shrubs, turf and ground cover areas within the District.

Maintenance Materials & Supplies – The estimated cost of materials necessary for maintaining, cleaning and servicing the landscaped areas and parklands within the District.

Irrigation Water – The cost of water used for irrigating the landscaping improvements of the District.

Utilities – The cost of electricity used for irrigation within the District.

Equipment Maintenance & Operation – The cost of materials and labor necessary for maintaining, repairing, and operating equipment (includes vehicles, benches, playground equipment, graffiti and litter removal, etc.) used for all aspects of maintenance in the District.

Maintenance Personnel – The estimated cost for personnel to perform maintenance duties within the District.

Contract Maintenance – The estimated cost of performing contracted maintenance within the District.

Consultant – Costs associated with outside consultant fees in order to comply with Assessment Law and placement of assessment onto the San Joaquin County Tax Roll each year.

County Administration – Costs of the County of San Joaquin related to the placement of assessments on the tax roll each year.

Insurance – The estimated costs to provide insurance for District personnel and staff.

Contingencies – An amount of 50% of the maintenance costs may be included to build a Reserve and Contingency Fund. The Act allows the assessments to "...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10th of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later."

Total Dwelling Unit Equivalent – Dwelling Unit Equivalent (DUE) is a numeric value calculated for each parcel based on the parcel's land use. The DUE shown in the District/Zone budget represents the sum total of all parcels' DUE that receive benefit from the improvements. Refer to Section 4 for a more complete description of DUE.

Assessment per DUE – This amount represents the rate being applied to each parcel's individual DUE. The Assessment per Dwelling Unit Equivalent is the result of dividing the total Balance to Levy, by the sum of the District DUEs, for the Fiscal Year. This amount is always rounded down to the nearest even penny for tax bill purposes.

5.2 Zone-Specific Budgets and Reserve Information

ZONE 1 – ALMONDWOOD ESTATES

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$5,693.44
Masonry Block Walls	500.00
Street Trees	1,278.17
Park Maintenance	<u>6,252.27</u>
Total Operation Costs	\$13,723.88
Administration Costs	
Consultant	\$2,105.50
Publication	141.39
City Administration Fee	1,337.73
County Administration Fee	<u>185.71</u>
Total Administration Costs	\$3,770.33
Total Estimated Costs	\$17,494.21
Contribution to Reserves	2,000.00
Rounding Adjustment	0.35
Total Assessment	\$19,494.56
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$41,962.55</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$3,100.00
Contribution to Landscape Reserve	<u>500.00</u>
Estimated Landscape Reserve – June 30, 2012	\$3,600.00
Wall Reserve – June 30, 2011	\$15,000.00
Contribution to Wall Reserve	<u>1,500.00</u>
Estimated Wall Reserve – June 30, 2012	\$16,500.00
Total Estimated Reserve – June 30, 2012	\$20,100.00

ZONE 2 – CENTURY MEADOWS ONE, UNIT 2 & 3

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$5,874.88
Masonry Block Walls	500.00
Street Trees	3,327.64
Park Maintenance	<u>11,237.19</u>
Total Operation Costs	\$20,939.71
Administration Costs	
Consultant	\$3,212.54
Publication	254.12
City Administration Fee	2,041.09
County Administration Fee	<u>305.58</u>
Total Administration Costs	\$5,813.33
Total Estimated Costs	\$26,753.04
Contribution to Reserves	2,500.00
Rounding Adjustment	<u>(1.02)</u>
Total Assessment	\$29,252.02
<i>Fiscal Year 2011/12 Maximum Assessment</i>	\$57,079.03

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$3,500.00
Contribution to Landscape Reserve	<u>500.00</u>
Estimated Landscape Reserve – June 30, 2012	\$3,500.00
Wall Reserve – June 30, 2011	\$18,000.00
Contribution to Wall Reserve	<u>2,000.00</u>
Estimated Wall Reserve – June 30, 2012	\$20,000.00
Total Estimated Reserve – June 30, 2012	\$23,500.00

ZONE 3 – MILLSBRIDGE II

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$448.93
Street Trees	694.18
Park Maintenance	<u>3,295.11</u>
Total Operation Costs	\$4,438.22
Administration Costs	
Consultant	\$680.90
Publication	74.52
City Administration Fee	432.61
County Administration Fee	<u>79.08</u>
Total Administration Costs	\$1,267.11
Total Estimated Costs	\$5,705.33
Contribution to Reserves	500.00
Rounding Adjustment	(0.43)
Total Assessment	\$6,204.90
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$17,270.75</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$2,500.00
Contribution to Landscape Reserve	500.00
Estimated Landscape Reserve – June 30, 2012	\$3,000.00
Total Estimated Reserve – June 30, 2012	\$3,000.00

ZONE 4 – ALMOND NORTH

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$1,298.74
Street Trees	462.78
Park Maintenance	<u>2,872.66</u>
Total Operation Costs	\$4,634.18
Administration Costs	
Consultant	\$710.97
Publication	64.96
City Administration Fee	451.72
County Administration Fee	<u>72.03</u>
Total Administration Costs	\$1,299.68
Total Estimated Costs	\$5,932.81
Contribution to Reserves	500.00
Rounding Adjustment	0.79
Total Assessment	\$6,433.60
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$15,452.78</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$2,000.00
Contribution to Landscape Reserve	<u>500.00</u>
Estimated Landscape Reserve – June 30, 2012	\$2,500.00
Total Estimated Reserve – June 30, 2012	\$2,500.00

ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$9,169.48
Masonry Block Walls	500.00
Street Trees	4,429.51
Park Maintenance	<u>18,841.30</u>
Total Operation Costs	\$32,940.29
Administration Costs	
Consultant	\$5,053.65
Publication	426.08
City Administration Fee	3,210.85
County Administration Fee	<u>457.37</u>
Total Administration Costs	\$9,147.95
Total Estimated Costs	\$42,088.24
Contribution to Reserves	1,000.00
Rounding Adjustment	<u>(0.18)</u>
Total Assessment	\$43,088.06
<i>Fiscal Year 2011/12 Maximum Assessment</i>	\$72,170.18

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$3,700.00
Contribution to Landscape Reserve	<u>500.00</u>
Estimated Landscape Reserve – June 30, 2012	\$4,200.00
Wall Reserve – June 30, 2011	\$7,500.00
Contribution to Wall Reserve	<u>500.00</u>
Estimated Wall Reserve – June 30, 2012	\$8,000.00
Total Estimated Reserve – June 30, 2012	\$12,200.00

ZONE 6 – THE VILLAS

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$6,921.27
Masonry Block Walls	800.00
Street Trees	881.49
Park Maintenance	<u>6,759.21</u>
Total Operation Costs	\$15,361.97
Administration Costs	
Consultant	\$2,356.81
Publication	152.85
City Administration Fee	1,497.41
County Administration Fee	<u>240.00</u>
Total Administration Costs	\$4,247.07
Total Estimated Costs	\$19,609.04
Contribution to Reserves	3,000.00
Rounding Adjustment	<u>(1.04)</u>
Total Assessment	\$22,608.00
<i>Fiscal Year 2011/12 Maximum Assessment</i>	\$58,985.65

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$4,800.00
Contribution to Landscape Reserve	<u>1,000.00</u>
Estimated Landscape Reserve – June 30, 2012	\$5,800.00
Wall Reserve – June 30, 2011	\$16,100.00
Contribution to Wall Reserve	<u>2,000.00</u>
Estimated Wall Reserve – June 30, 2012	\$18,100.00
Total Estimated Reserve – June 30, 2012	\$23,900.00

ZONE 7 – WOODLAKE MEADOWS

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$42.25
Park Maintenance	422.45
Total Operation Costs	\$464.70
Administration Costs	
Consultant	\$71.29
Publication	9.55
City Administration Fee	45.30
County Administration Fee	6.82
Total Administration Costs	\$132.96
Total Estimated Costs	\$597.66
Contribution to Reserves	0.00
Rounding Adjustment	(0.06)
Total Assessment	\$597.60
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$1,217.14</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$0.00
Contribution to Landscape Reserve	0.00
Estimated Landscape Reserve – June 30, 2012	\$0.00
Total Estimated Reserve – June 30, 2012	\$0.00

ZONE 8 – VINTAGE OAKS

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$2,999.58
Masonry Block Walls	300.00
Street Trees	253.43
Park Maintenance	<u>1,436.33</u>
Total Operation Costs	\$4,989.34
Administration Costs	
Consultant	\$765.46
Publication	32.48
City Administration Fee	486.33
County Administration Fee	<u>51.00</u>
Total Administration Costs	\$1,335.27
Total Estimated Costs	\$6,324.61
Contribution to Reserves	550.00
Rounding Adjustment	<u>(0.15)</u>
Total Assessment	\$6,874.46
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$9,041.18</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$2,156.89
Contribution to Landscape Reserve	<u>300.00</u>
Estimated Landscape Reserve – June 30, 2012	\$2,456.89
Wall Reserve – June 30, 2011	\$1,885.00
Contribution to Wall Reserve	<u>250.00</u>
Estimated Wall Reserve – June 30, 2012	\$2,135.00
Total Estimated Reserve – June 30, 2012	\$4,591.89

ZONE 9 – INTERLAKE SQUARE

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$105.06
Street Trees	121.21
Park Maintenance	<u>929.39</u>
Total Operation Costs	\$1,155.66
Administration Costs	
Consultant	\$177.30
Publication	21.02
City Administration Fee	112.65
County Administration Fee	<u>13.90</u>
Total Administration Costs	\$324.87
Total Estimated Costs	\$1,480.53
Contribution to Reserves	0.00
Rounding Adjustment	<u>(0.15)</u>
Total Assessment	\$1,480.38
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$2,784.85</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$0.00
Contribution to Landscape Reserve	<u>0.00</u>
Estimated Landscape Reserve – June 30, 2012	\$0.00
Total Estimated Reserve – June 30, 2012	\$0.00

ZONE 10 – LAKESHORE PROPERTIES

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$59.14
Park Maintenance	591.43
Total Operation Costs	\$650.57
Administration Costs	
Consultant	\$99.81
Publication	13.37
City Administration Fee	63.41
County Administration Fee	7.84
Total Administration Costs	\$184.43
Total Estimated Costs	\$835.00
Contribution to Reserves	0.00
Rounding Adjustment	(0.04)
Total Assessment	\$834.96
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$1,488.14</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$0.00
Contribution to Landscape Reserve	0.00
Estimated Landscape Reserve – June 30, 2012	\$0.00
Total Estimated Reserve – June 30, 2012	\$0.00

ZONE 11 – TATE PROPERTY

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$372.93
Masonry Block Walls	100.00
Street Trees	55.09
Park Maintenance	<u>591.43</u>
Total Operation Costs	\$1,119.45
Administration Costs	
Consultant	\$171.75
Publication	13.37
City Administration Fee	109.12
County Administration Fee	<u>3.00</u>
Total Administration Costs	\$297.24
Total Estimated Costs	\$1,416.69
Contribution to Reserves	0.00
Rounding Adjustment	<u>0.03</u>
Total Assessment	\$1,416.72
<i>Fiscal Year 2011/12 Maximum Assessment</i>	\$2,211.80

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$39.00
Contribution to Landscape Reserve	<u>0.00</u>
Estimated Landscape Reserve – June 30, 2012	\$39.00
Wall Reserve – June 30, 2011	\$98.00
Contribution to Wall Reserve	<u>0.00</u>
Estimated Wall Reserve – June 30, 2012	\$98.00
Total Estimated Reserve – June 30, 2012	\$137.00

ZONE 12 – WINCHESTER WOODS

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$82.61
Park Maintenance	826.13
Total Operation Costs	\$908.74
Administration Costs	
Consultant	\$139.42
Publication	15.29
City Administration Fee	88.58
County Administration Fee	8.96
Total Administration Costs	\$252.25
Total Estimated Costs	\$1,160.99
Contribution to Reserves	0.00
Rounding Adjustment	(0.03)
Total Assessment	\$1,160.96
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$1,493.25</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$0.00
Contribution to Landscape Reserve	0.00
Estimated Landscape Reserve – June 30, 2012	\$0.00
Total Estimated Reserve – June 30, 2012	\$0.00

ZONE 13 – GUILD AVENUE INDUSTRIAL

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$413.95
Street Sweeping	17.85
Total Operation Costs	\$431.80
Administration Costs	
Consultant	\$66.25
Publication	177.89
City Administration Fee	42.09
County Administration Fee	7.05
Total Administration Costs	\$293.28
Total Estimated Costs	\$725.08
Contribution to Reserves	50.00
Rounding Adjustment	(0.46)
Total Assessment	\$774.62
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$11,069.42</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$198.00
Contribution to Landscape Reserve	50.00
Estimated Landscape Reserve – June 30, 2012	\$248.00
Total Estimated Reserve – June 30, 2012	\$248.00

ZONE 14 – LUCA PLACE

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$356.90
Total Operation Costs	\$356.90
Administration Costs	
Consultant	\$54.76
Publication	32.48
City Administration Fee	34.79
County Administration Fee	3.00
Total Administration Costs	\$125.03
Total Estimated Costs	\$481.93
Contribution to Reserves	500.00
Rounding Adjustment	(0.01)
Total Assessment	\$981.92
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$5,784.65</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$1,500.00
Contribution to Landscape Reserve	500.00
Estimated Landscape Reserve – June 30, 2012	\$2,000.00
Total Estimated Reserve – June 30, 2012	\$2,000.00

ZONE 15 – GUILD AVENUE INDUSTRIAL

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$396.76
Street Sweeping	6.95
Total Operation Costs	\$403.71
Administration Costs	
Consultant	\$61.94
Publication	69.30
City Administration Fee	39.35
County Administration Fee	5.85
Total Administration Costs	\$176.44
Total Estimated Costs	\$580.15
Contribution to Reserves	18.62
Rounding Adjustment	(0.01)
Total Assessment	\$598.76
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$4,305.30</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$57.22
Contribution to Landscape Reserve	18.62
Estimated Landscape Reserve – June 30, 2012	\$75.84
Total Estimated Reserve – June 30, 2012	\$75.84

ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL

Fiscal Year 2011/12 Budget

DESCRIPTION	AMOUNT
Operation Costs	
Landscape	\$71.50
Total Operation Costs	\$71.50
Administration Costs	
Consultant	\$10.97
Publication	15.99
City Administration Fee	6.97
County Administration Fee	1.10
Total Administration Costs	\$35.03
Total Estimated Costs	\$106.53
Contribution to Reserves	6.19
Rounding Adjustment	0.02
Total Assessment	\$112.74
<i>Fiscal Year 2011/12 Maximum Assessment</i>	<i>\$360.62</i>

Capital Project Reserve Information

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2011	\$18.38
Contribution to Landscape Reserve	6.19
Estimated Landscape Reserve – June 30, 2012	\$24.57
Total Estimated Reserve – June 30, 2012	\$24.57

6. ASSESSMENT DIAGRAMS

Assessment Diagrams have been submitted to the City Clerk in the format required under the provisions of the Act and are made part of this report.

ASSESSMENT DIAGRAM, ZONE 1
ALMONDWOOD ESTATES
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING THE NORTH EAST PORTION OF SECTION 13
T.3 N., R. 5 E., M. D. B. & M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 20th
DAY OF October 2003.



Blair
CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 16th
DAY OF October 2003.

Blair
SUPERINTENDENT OF STREETS
OF THE CITY OF LODI

FILED THIS 16th DAY OF October 2003 AT THE HOUR
OF 10:00 CLOCK A.M. IN BOOK 5 PAGE OF
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER & THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

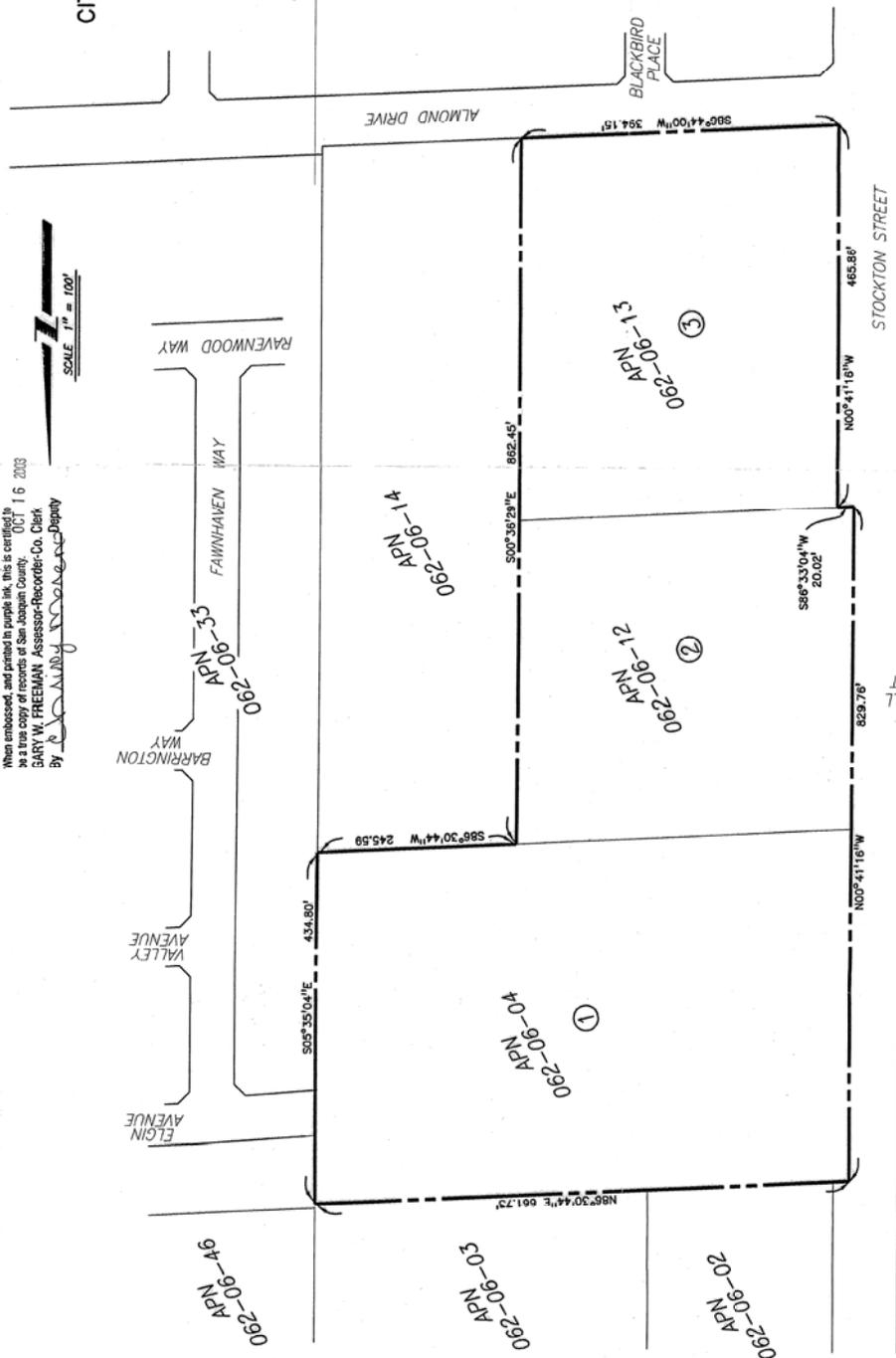
Gina W. Engemann
ASSESSOR-RECORDER-COUNTY CLERK
OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI
COUNTY OF SAN JOAQUIN STATE OF CALIFORNIA ON THE PICES AND PARCELS
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
ON THE DAY OF STOCKTON, 2003. THE ASSESSMENT DIAGRAM AND THE
ASSESSMENT ROLL OF STOCKTON, 2003. THE ASSESSMENT ROLL IS THE
REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

Sally E. Bell
CITY CLERK OF THE CITY OF LODI



THOMPSON-HYSELL
ENGINEERS
A DIVISION OF THE KETTER COMPANY, INC.
1008 17TH STREET, MODESTO, CA 95354
(209) 521-8888



LEGEND:

- ASSESSMENT DISTRICT BOUNDARY LINE
- ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
062	060	4, 12, 13

- NOTES:
- ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
 - THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
 - THIS ASSESSMENT DISTRICT CONTAINS 13.46 ACRES.

DOC # 2003-23928
10/15/2003 10:26:11 am:17:00
Recorded in Official Records
County of San Joaquin
Recorder: Sally E. Bell
Business - About Our Documents - City-4
10/15/2003 10:26:11 am:17:00

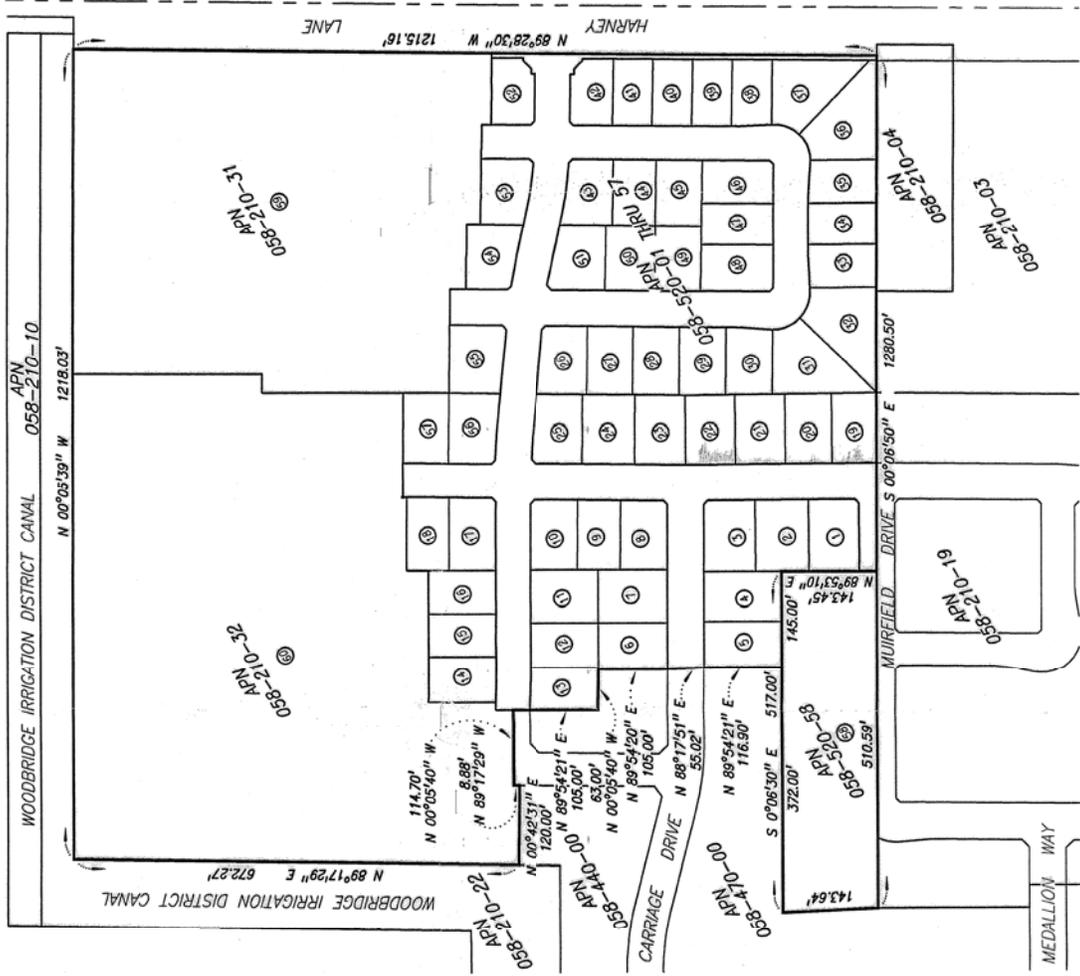


When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County.
GARY M. FREEMAN, Assessment Recorder-County Clerk
JAN 2 2 2004
By GARY M. FREEMAN Deputy
N.T.S.

LEGEND:

- ① ASSESSMENT DISTRICT BOUNDARY LINE
 - ASSESSMENT DISTRICT PARCEL NUMBER
- ASSESSMENT DIAGRAM INDEX**
- | BOOK | PAGE | PARCELS |
|------|------|---------|
| 058 | 210 | 31, 32 |
| 058 | 520 | 1-58 |

- NOTES:**
- ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
 - THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
 - THIS ASSESSMENT DISTRICT CONTAINS 31.64 ACRES.



ASSESSMENT DIAGRAM
CENTURY MEADOWS ONE, ZONE 2
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST
 QUARTER OF SECTION 14, T.3N, R.6E., M.D.B.&M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21st
 DAY OF JANUARY, 2004.

[Signature]
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 21st
 DAY OF JANUARY, 2004.

[Signature]
 SUPERINTENDENT OF STREETS
 OF THE CITY OF LODI

FILED THIS 22 DAY OF JANUARY, 2004 AT THE HOUR
 OF 3:30 CLOCK PM IN THE COUNTY CLERK'S OFFICE OF THE
 COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

[Signature]
 COUNTY RECORDER-COUNTY CLERK
 OF SAN JOAQUIN COUNTY, CALIFORNIA



DOC # 2004-013613
 31/22/2004 03:20P P#7 00
 Recorded in Official Records
 County of San Joaquin
 Assessor-Recorder-Clerk
 Title by ASSessment



THOMPSON-HYSELL
ENGINEERS
 A DIVISION OF THE HYSELL COMPANY, INC.
 1516 1/2 STREET, MARLBOROUGH, MA 01558 (508) 521-8988

CITY CLERK
CITY OF LODI

**PROPOSED AMENDED BOUNDARIES
(CENTURY MEADOWS ONE, ZONE 2 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA**

**BEING A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA**

**THOMPSON-HYSELL ENGINEERS
1016 12th STREET MODESTO, CALIFORNIA
NOVEMBER, 2004**

DOC # 2003-281218

Recorded in Official Records
Page 1 of 1, Fee: 7.00
County of San Joaquin
Assessor: GARY W. FREEMAN
Recorder: GARY W. FREEMAN
Date: 11/18/03



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 3 DAY
OF DECEMBER, 2004

Sharon V. Blalock
CITY CLERK OF THE CITY OF LODI

RECORDED THIS DAY OF DECEMBER 2004 AT THE HOUR
OF 11:00 AM IN THE OFFICE OF THE COUNTY CLERK
OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

Lynn W. Freeman by Christina Manno
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES
OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1
AND THE AMENDED BOUNDARIES OF THE CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1, AS SHOWN ON THE MAP
HEREIN, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING
HELD ON THE 3 DAY OF NOVEMBER, 2004, BY
ITS RESOLUTION NO. 2003-1.

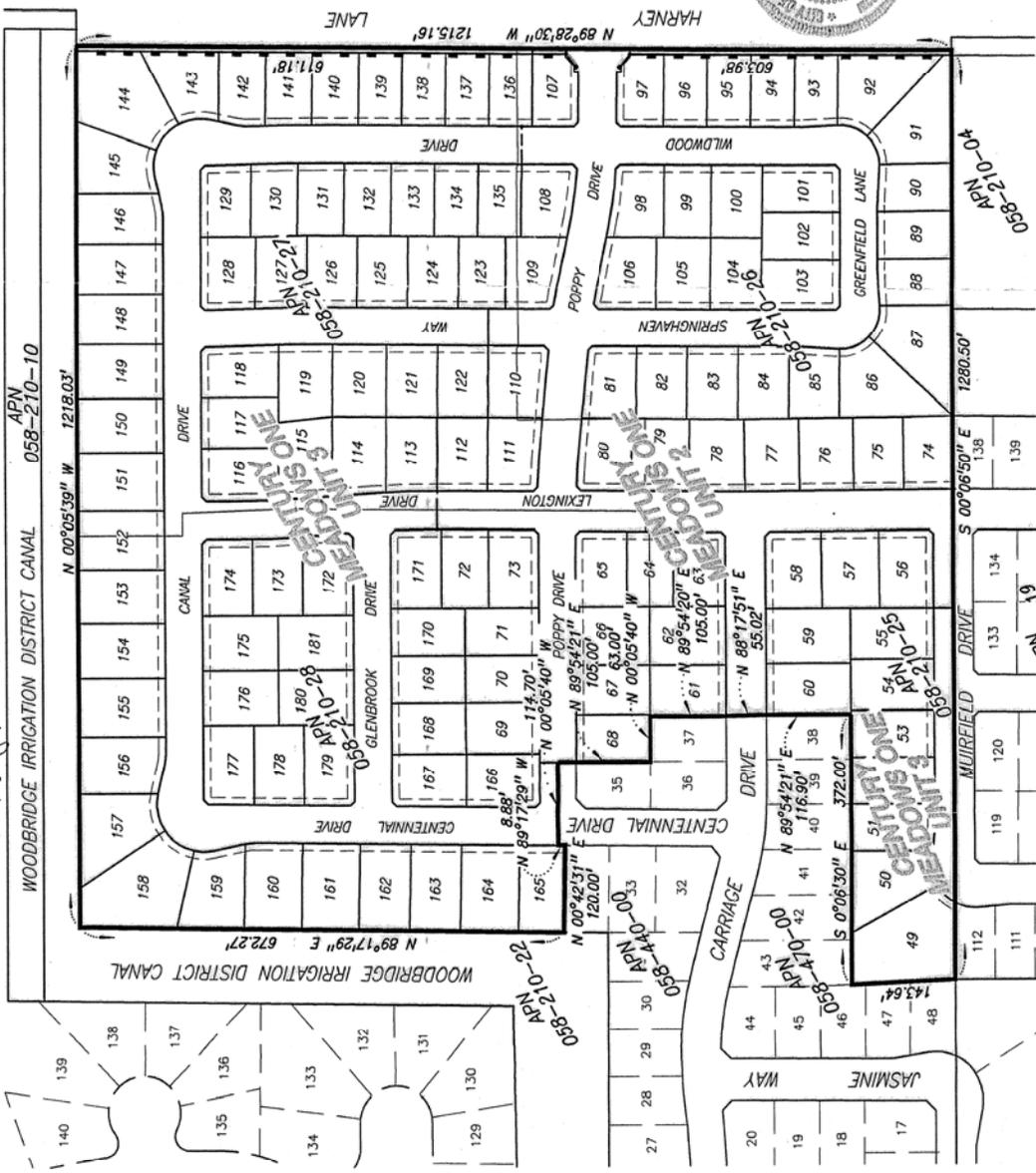
Sharon V. Blalock
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1
AS SHOWN ON THE MAP HEREIN, AND THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1
AT PAGE 105 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
RECORDED IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
SAN JOAQUIN, STATE OF CALIFORNIA.

LEGEND:
OVERALL DISTRICT BOUNDARY LINE

SCALE: 1" = 100'

When embossed, and printed in purple ink, this is certified to
be a true copy of records of San Joaquin County. DEC - 3 2003
GARY W. FREEMAN Assessor-Recorder-Co. Clerk
By *[Signature]* Deputy



**PROPOSED AMENDED BOUNDARIES
(MILLSBRIDGE II, ZONE 3 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 11, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET
MODESTO, CALIFORNIA
MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17th DAY
OF JANUARY, 2004.



Sharon P. Ruff
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 10th DAY OF MARCH, 2004 AT THE HOUR
OF 10:00 AM IN THE OFFICE OF THE COUNTY CLERK OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

Sam W. Engstrom by Christina Moreno
COUNTY CLERK
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
COUNTY, STATE OF CALIFORNIA, WAS PREPARED AND FILED IN THE
CITY OF LODI AT A REGULAR MEETING HELD ON THE
DAY OF MARCH, 2004, BY ITS RESOLUTION NO. 2004-49

Christina Moreno
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
PAGE 106, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
SAN JOAQUIN, STATE OF CALIFORNIA.

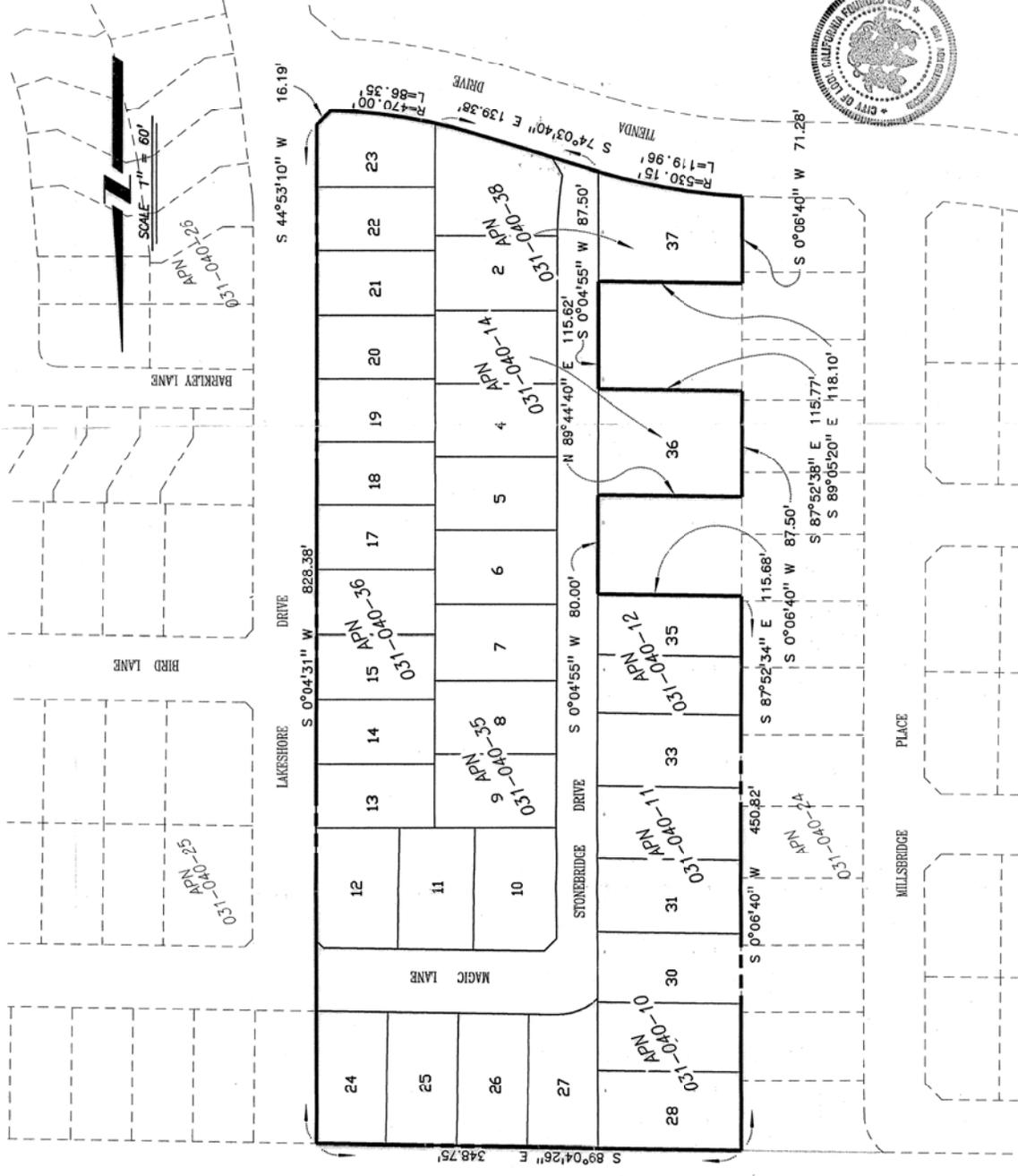
DOC # 2004-056433
03/19/04 02:29 PM 7:00

Recorded in Official Records
County of San Joaquin
Recorder-Recorder/County Clerk
1015 N. MARKET STREET, SUITE 101
LODI, CALIFORNIA 95241



LEGEND

OVERALL DISTRICT BOUNDARY LINE



ASSESSMENT DIAGRAM, ZONE 4
 ALMOND NORTH
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING A PORTION OF LOT 14, A.J. LARSON'S
 SUBDIVISION OF THE NORTHEAST QUARTER
 OF SECTION 13, T.3N., R.6., M. D. B. & M.,
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17
 DAY OF MAY 2004.

[Signature]
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 17
 DAY OF MAY 2004.

[Signature]
 SUPERINTENDENT OF STREETS
 OF THE CITY OF LODI

FILED THIS 10 DAY OF MAY 2004 AT THE HOUR
 OF 2:50 CLOCK P.M. IN BOOK 062-060-15 PAGE 15
 OF 15 ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

[Signature]
 COUNTY RECORDER-COUNTY CLERK
 OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LAYED BY THE CITY CLERK OF THE CITY OF LODI,
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PARCELS AND PARCELS
 OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LAYED
 ON THE DAY OF MAY 2004. THE ASSESSMENT DIAGRAM AND THE
 ASSESSMENTS THEREON WERE FILED IN THE OFFICE OF THE SUPERINTENDENT
 OF STREETS OF THE CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA.
 REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
 COUNTY RECORDER-COUNTY CLERK OF SAN JOAQUIN COUNTY, CALIFORNIA, FOR
 THE YEAR 2003. THE AMOUNT OF THE ASSESSMENT FOR EACH PARCEL IS
 LAYED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

[Signature]
 CITY CLERK OF THE CITY OF LODI

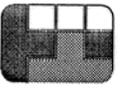


I hereby certify that this is a true copy of
 the record consisting of 1 pages (if the
 MAY 11 2004 seal of this office is impressed in purple ink.



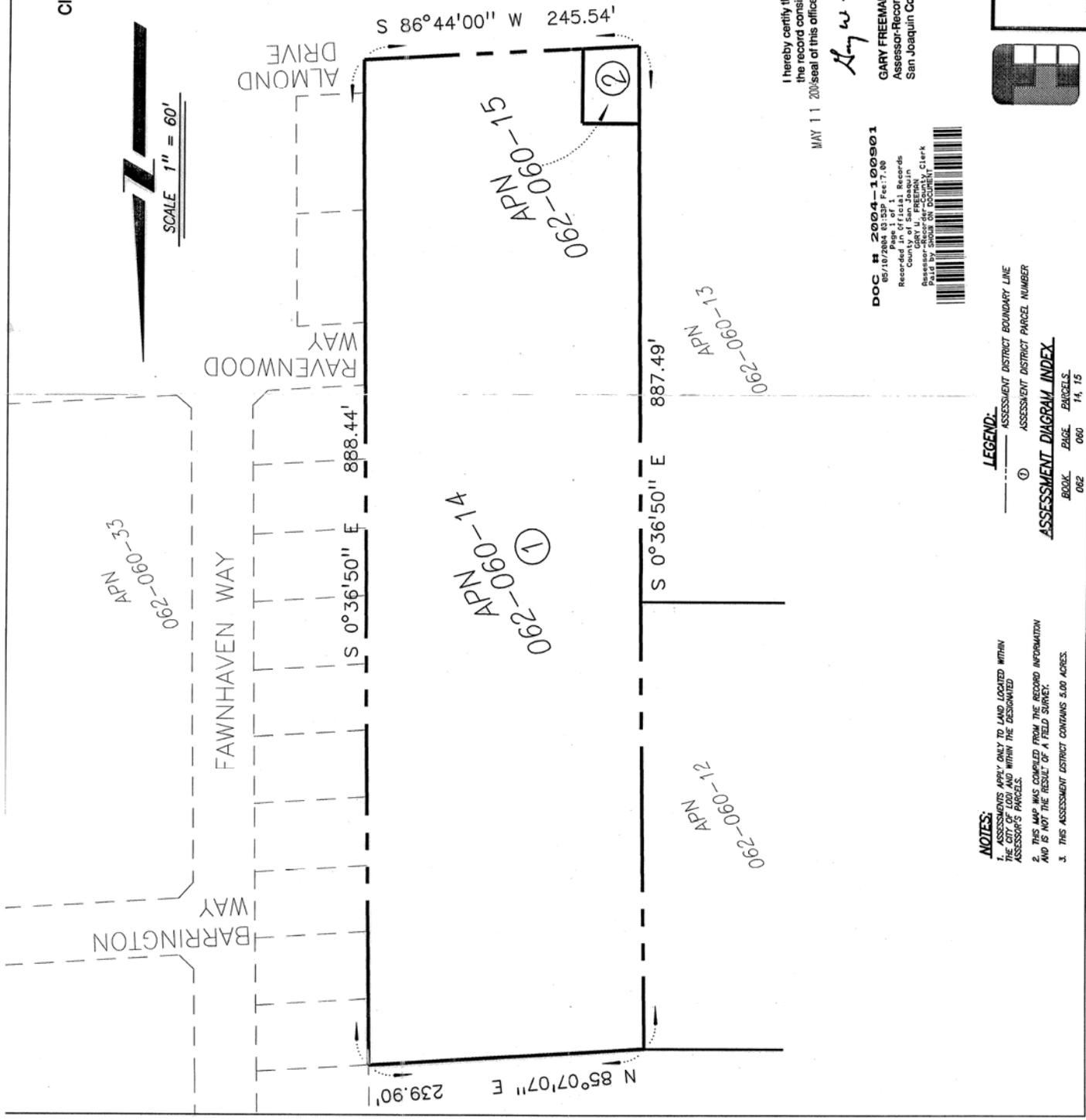
[Signature]
 GARY FREEMAN
 Assessor-Recorder-Clerk
 San Joaquin County, CA

EXHIBIT C
 SHEET 1 OF 1



**THOMPSON-HYSELL
 ENGINEERS**
 A DIVISION OF THE KEITH COMPANIES, INC.
 1016 12TH STREET, MODESTO, CA 95354 (209) 521-8866

SCALE 1" = 60'



DOC # 2004-100901
 00/1872002 to 100901 Fee: 7.00
 Page 1 of 1 Records
 Recorded in Official Records
 County of San Joaquin
 Clerk GARY U. FREEMAN
 Recorder/Recorder-Clerk
 Paid by SHOW ON DOCUMENT



LEGEND:

--- ASSESSMENT DISTRICT BOUNDARY LINE

① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
062	060	14, 15

- NOTES:**
- ASSESSMENTS APPLY ONLY TO LAND LOCKED WITHIN THE ASSESSMENT DISTRICT WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
 - THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
 - THIS ASSESSMENT DISTRICT CONTAINS 5.00 ACRES.

**PROPOSED AMENDED BOUNDARIES
(ALMOND NORTH, ZONE 4 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET MODESTO, CALIFORNIA
MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17th DAY
OF MARCH, 2004.



Sally B. Burt
CITY CLERK OF THE CITY OF LODI

RECORDED THIS DAY OF MARCH 2004 AT THE HOUR
OF 10:00 A.M. IN THE OFFICE OF THE COUNTY
RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Garry E. Freeman
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
COUNTY, CALIFORNIA, WAS FILED FOR RECORD IN THE OFFICE OF
THE COUNTY CLERK OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
DAY OF MARCH, 2004, BY ITS RESOLUTION NO. 2004-49

Sally B. Burt
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AROUND THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
IN PAGE 106 OF THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
SAN JOAQUIN, STATE OF CALIFORNIA.

DOC # 2004-056434

83/15/7/10

Page 1 of 1

Recorded in Official Records

County of San Joaquin

Recorder GARY H. FREEMAN

Submitted by SHARON M. DEWITT

PAID BY SHARON M. DEWITT

LEGEND:

OVERALL DISTRICT BOUNDARY LINE



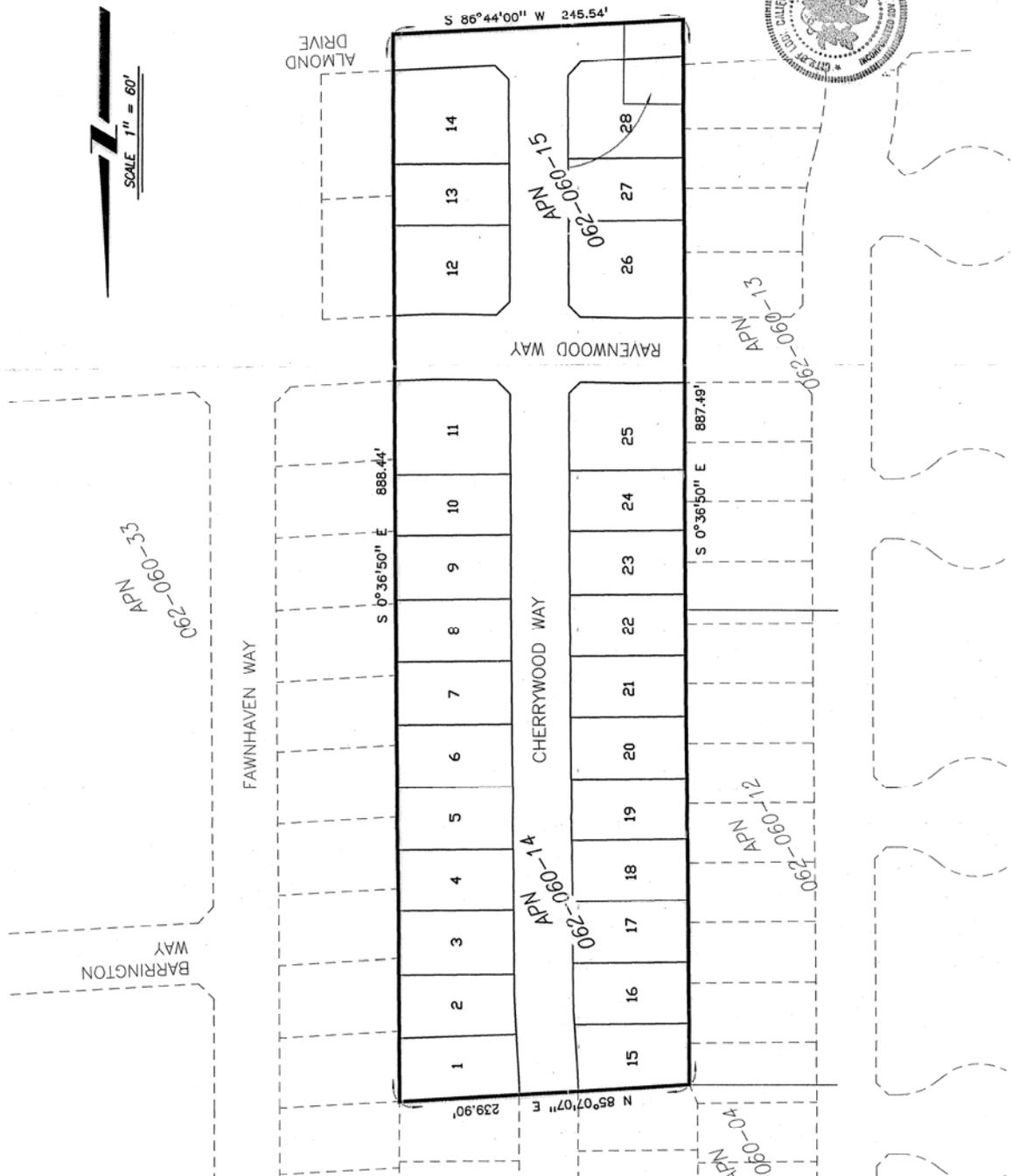
SHEET 1 OF 1

When embossed, and printed in purple ink, this is certified to

MAR 19 2004

ELO

SCALE 1" = 60'



ASSESSMENT DIAGRAM, ZONE 5
 LEGACY ESTATES I & II, AND KIRST ESTATES
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING THE SOUTHEAST PORTION OF SECTION 15
 T.3 N., R. 6 E., M. D. B. & M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 1st DAY OF SEPTEMBER 2004.
Susan V. Schultz
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 2nd DAY OF SEPTEMBER 2004.
Richard A. Ford
 SUPERINTENDENT OF STREETS OF THE CITY OF LODI

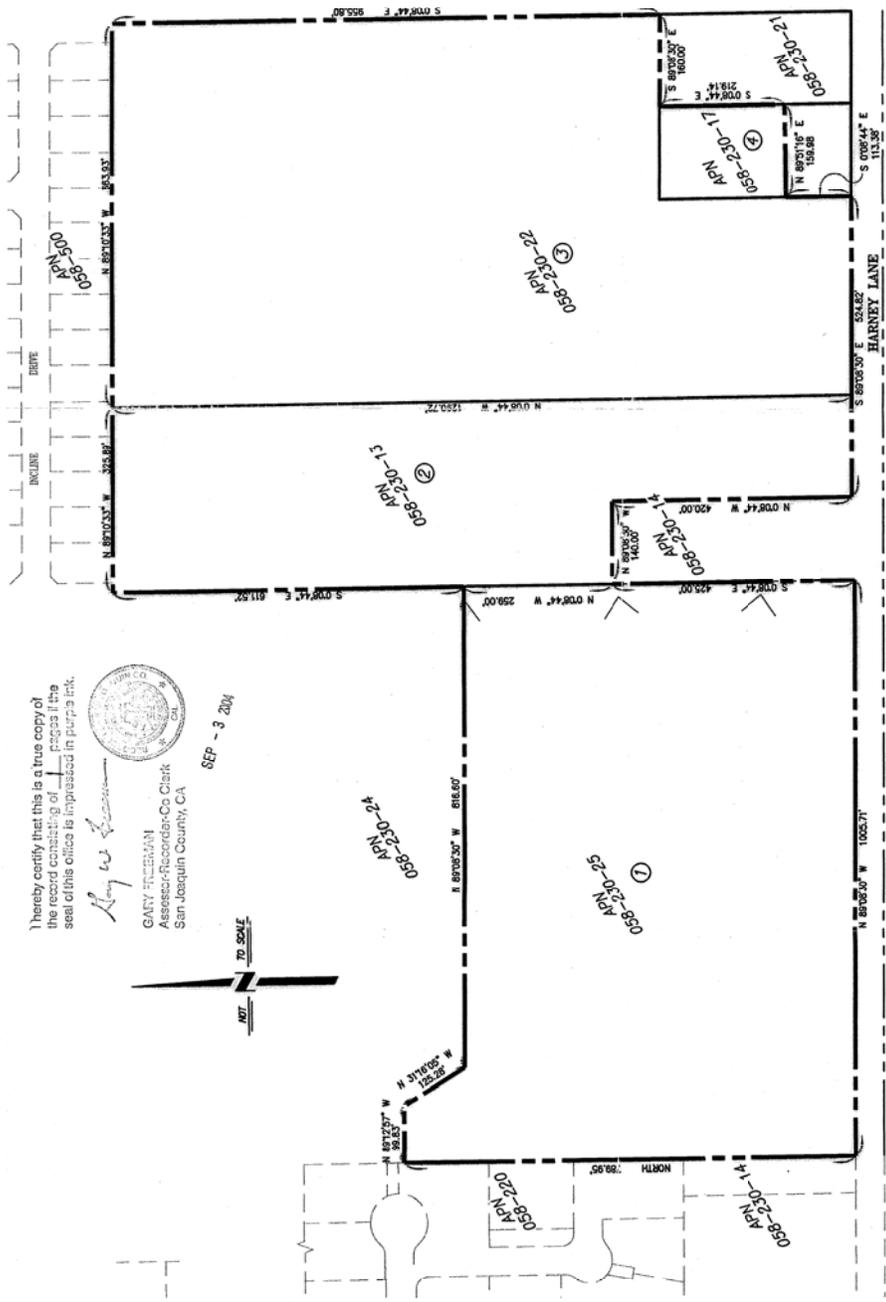
FILED THIS 3rd DAY OF SEPTEMBER 2004 AT THE HOUR OF 10:30 O'CLOCK IN BOOK 058 PAGE 230 OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.
Gary W. Finnerby
 ASSESSOR-RECORDER-COUNTY CLERK OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA ON THE PRECS. AND PARCELS SHOWN ON THIS MAP AND THE CITY OF LODI MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA, ON THE 3rd DAY OF SEPTEMBER, 2004. THE EXACT AMOUNT OF THE SUPERVISOR'S ORDER FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.



Susan V. Schultz
 CITY CLERK OF THE CITY OF LODI

SHEET 1 OF 1
**THOMPSON-HYSELL
 ENGINEERS**
 A DIVISION OF THE HYDRE CORPORATION, INC.
 1015 12TH STREET, SACRAMENTO, CA 95811



I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.

Gary W. Finnerby
 GARY Finnerby
 Assessor-Recorder-Co Clerk
 San Joaquin County, CA

SEP - 3 2004

DOC # 2004-200733
 80/83/2004 01:28P Fee:7.00
 Recorded in the Official Records
 County of San Joaquin
 Assessor-Recorder-Co Clerk
 1015 12TH STREET, SACRAMENTO, CA 95811



- NOTES:**
- ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
 - THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
 - THIS ASSESSMENT DISTRICT CONTAINS 42.80 ACRES.

LEGEND:

--- ASSESSMENT DISTRICT BOUNDARY LINE
 ① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
058	230	13, 17 (PORTION), 22, 25

I hereby certify that this is a true copy of the record consisting of _____ pages if the seal of this office is impressed in purple ink.



GARY FREEMAN
Assessor-Recorder-Clerk
San Joaquin County, CA

PROPOSED AMENDED BOUNDARIES
(LEGACY ESTATES I&II AND KIRST ESTATES,
ZONE 5 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 15, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET
MODESTO, CALIFORNIA
JUNE, 2004



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 7 DAY
OF JULY 2004.

Susan D. Beckett
CITY CLERK OF THE CITY OF LODI

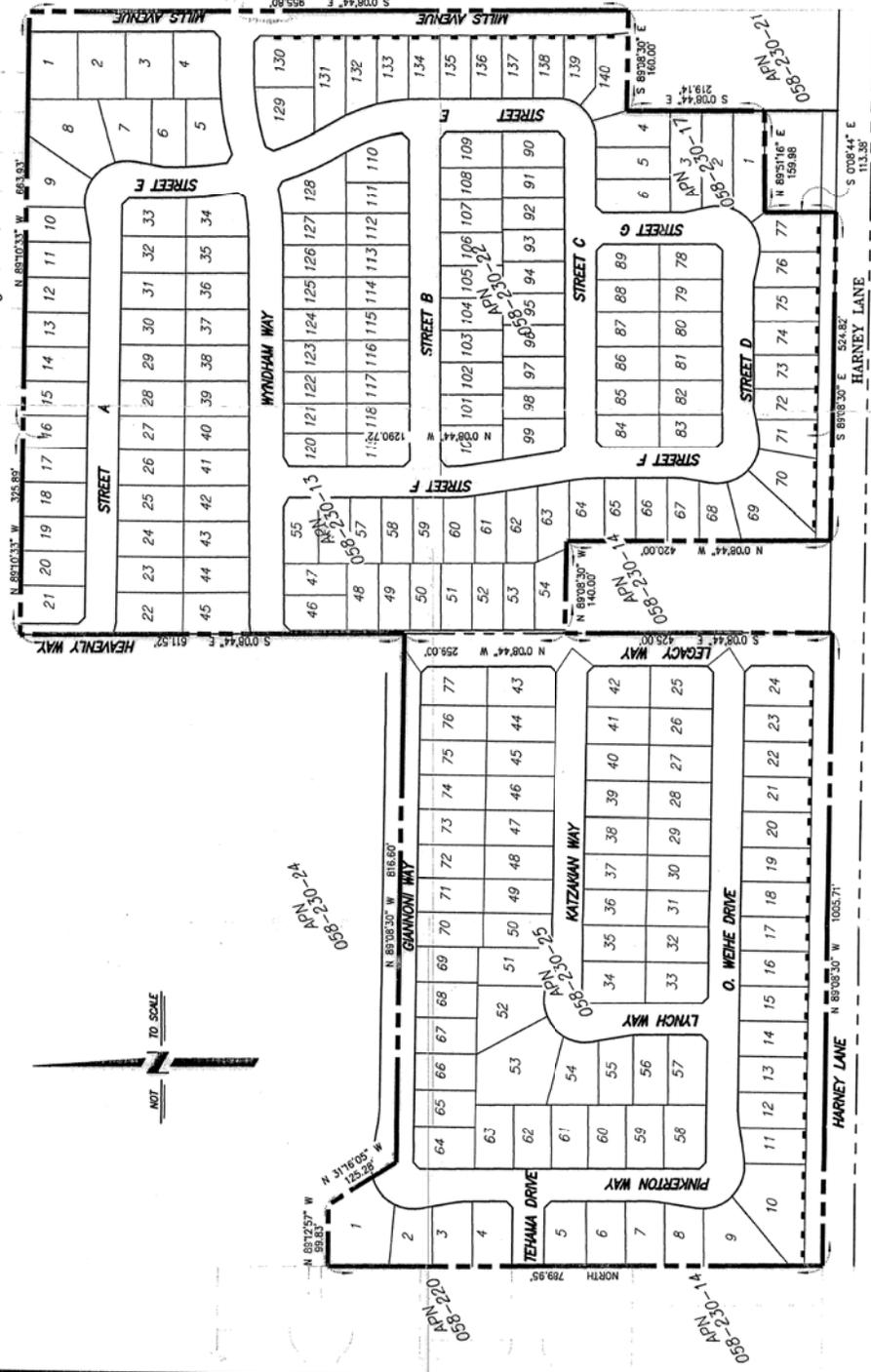
RECORDED THIS 14 DAY OF JULY 2004 AT THE HOUR
OF 10:00 AM IN THE COUNTY CLERK'S OFFICE OF THE
COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

Gary W. Freeman
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA, WAS PREPARED AND
COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING HELD ON THE
DAY OF JULY 7, 2004, BY ITS RESOLUTION NO. 2004-136

Susan D. Beckett
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA, PREVIOUSLY RECORDED
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
SAN JOAQUIN, STATE OF CALIFORNIA.



LEGEND:
----- OVERALL DISTRICT BOUNDARY LINE

DOC # 2004-155561
Recorded
Page 1 of 1 Records
07/14/2004 12:09 PM P.437.08
County of San Joaquin
Assessor-Recorder-Clerk
Filed by: JENNIFER S. JOHNSON



**PROPOSED AMENDED BOUNDARIES
(THE VILLAS, ZONE 6 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 13, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET
JUNE, 2004
MODESTO, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 7 DAY
OF JULY 2004.



Stan B. Bell
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 14 DAY OF JULY 2004 AT THE HOUR
OF 12:00 O'CLOCK P.M. IN BOOK NO. 27 PAGE 27
OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

GARY W. FREEMAN
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
BOUNDARIES OF THE CITY OF LODI CONSOLIDATED LANDSCAPE
ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
DAY OF JULY, 2004, BY ITS RESOLUTION NO. 2004-1-136
Stan B. Bell
CITY CLERK OF THE CITY OF LODI

DOC # 2004-155562

07/14/2004 12:01P Fee:7.80
Recorded in Official Records
County of San Joaquin
Assessor-Recorder-Clerk
MAIL ROOM

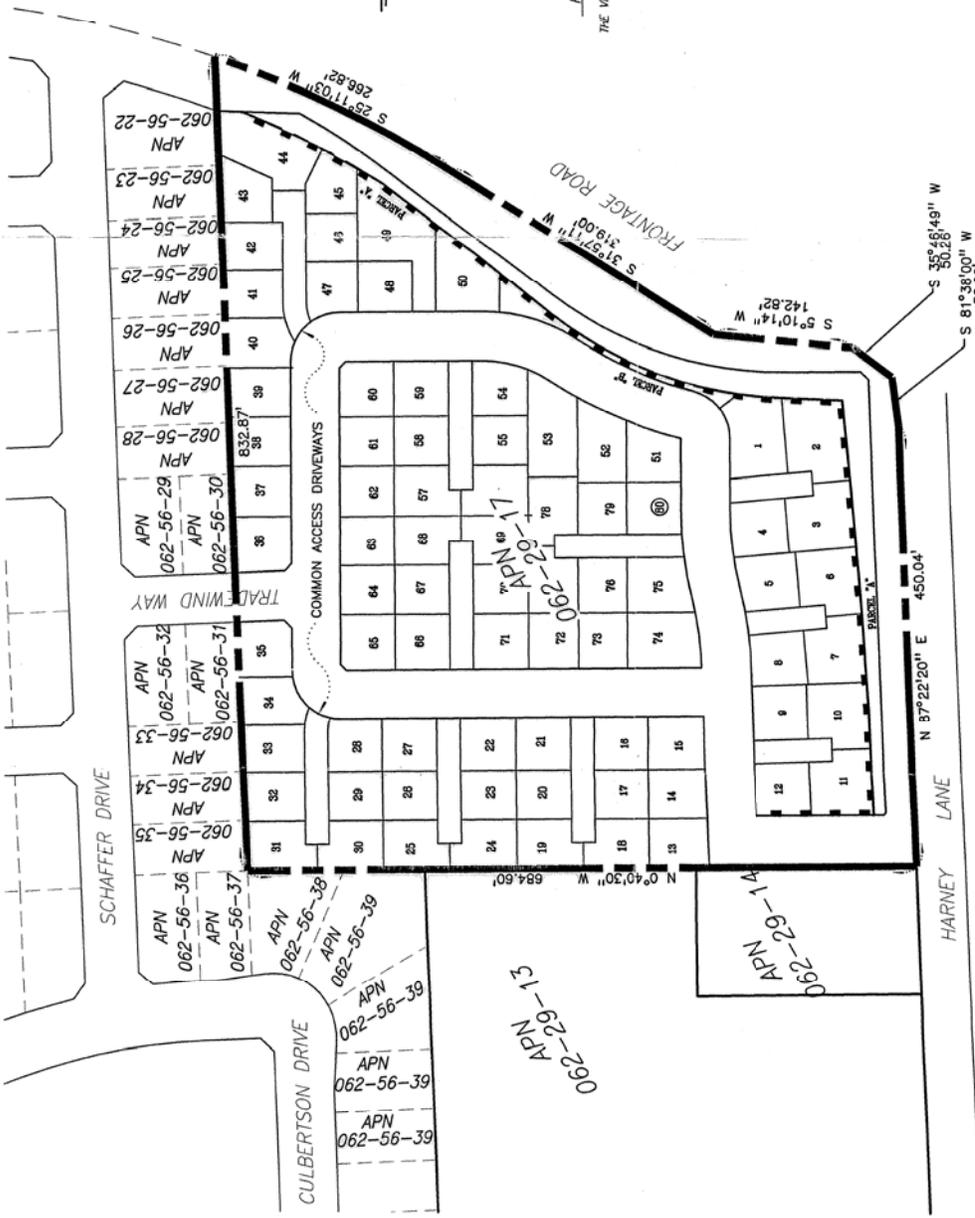


LEGEND:

----- OVERALL DISTRICT BOUNDARY LINE

SHEET 1 OF 1

E 07



I hereby certify that this is a true copy of
the record consisting of _____ pages if the
seal of this office is impressed in purple ink.



Gary Freeman
JUL 14 2004
GARY FREEMAN
Assessor-Recorder-Co Clerk
San Joaquin County, CA

058-13
APN

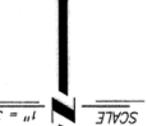
DOC # 2004-260282
12/27/04 09:13P Rec'd
Recorder's Office
County of San Joaquin
Assessor-Gary M. Freeman, Clerk
Paid by Individual on Document

LEGEND

① --- ASSESSMENT DISTRICT BOUNDARY LINE
--- ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
015	230	09



I hereby certify that this is a true copy of the record consisting of _____ pages if the seal of this office is impressed in purple ink.

GARY FREEMAN
Assessor-Recorder Co. Clerk
San Joaquin County, CA

ASSESSMENT DIAGRAM, ZONE 7
WOODLAKE MEADOW
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF STOCKTON,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING PORTIONS OF SECTIONS 34,
T.4 N., R.6 E., M.D.B. & M.,
CITY OF STOCKTON,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET
MODESTO, CALIFORNIA
OCTOBER, 2004

RECORDED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 15
DAY OF DECEMBER, 2004.

[Signature]
CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 16
DAY OF DECEMBER, 2004.

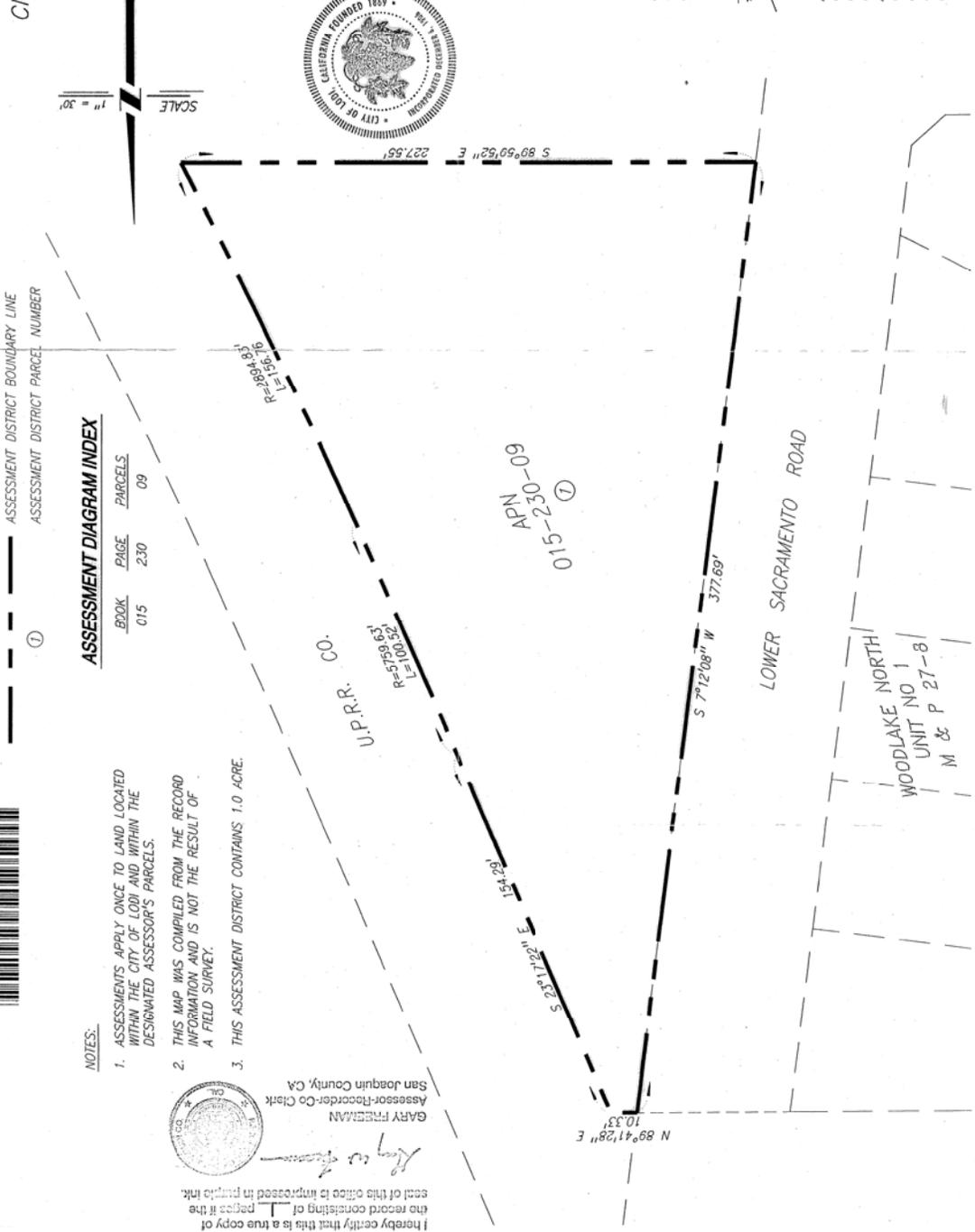
[Signature]
SUPERINTENDENT OF STREETS
OF THE CITY OF LODI

FILED THIS 30th DAY OF December, 2004 AT THE HOUR
OF 02:13 P.M. IN BOOK 541 PAGE 41
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

[Signature]
ASSESSOR-RECORDER-GARY FREEMAN
OF SAN JOAQUIN COUNTY, CALIFORNIA
Senate A. Davis

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
COUNTY OF SAN JOAQUIN STATE OF CALIFORNIA ON THE PICES AND PARCELS
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
ON THE DAY OF DECEMBER, 2004. THE ASSESSMENT DIAGRAM AND THE
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
OF STREETS OF THE CITY ON THE 16 DAY OF DECEMBER, 2004.
REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

[Signature]
CITY CLERK OF THE CITY OF LODI



APN 60-230-09
①
015-230

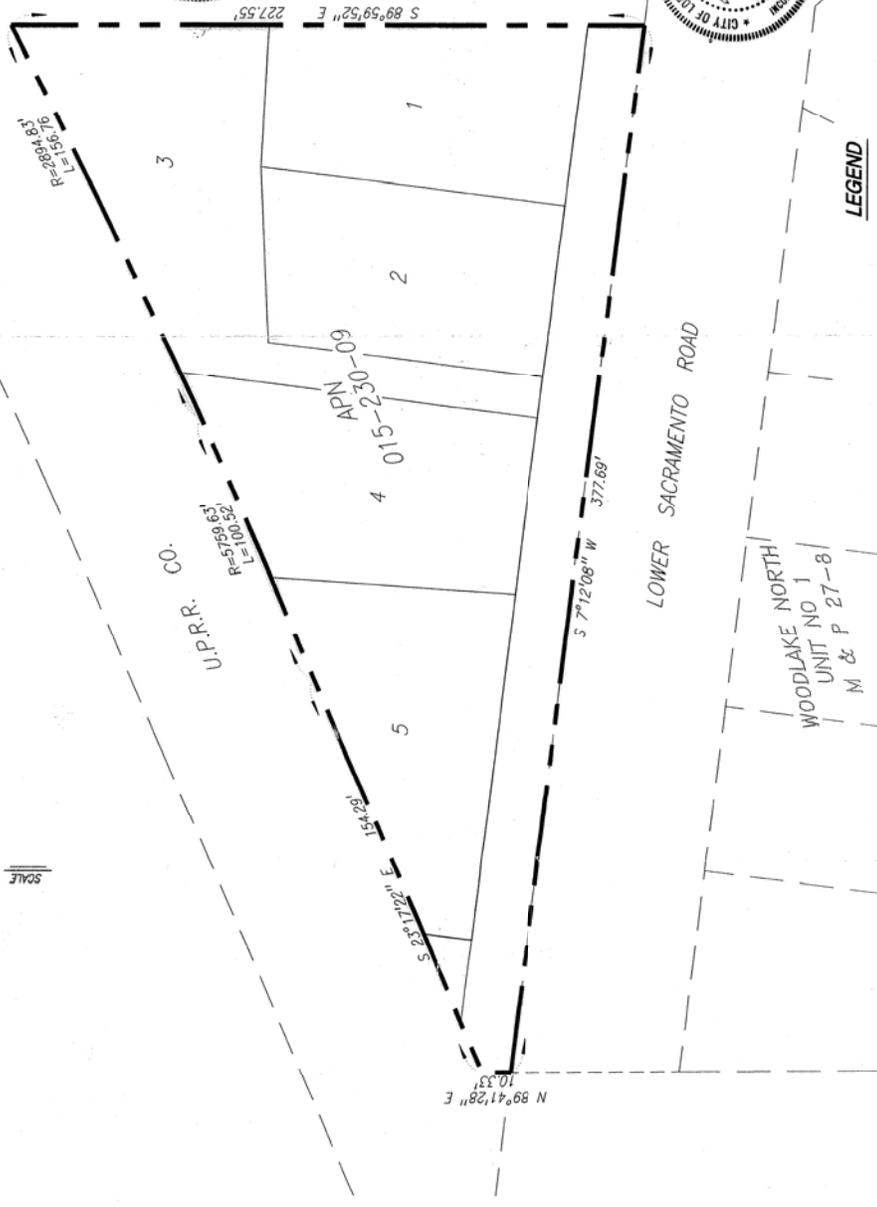
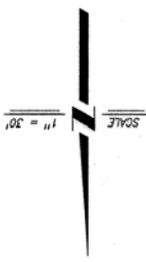
LOWER SACRAMENTO ROAD

WOODLAKE NORTH
UNIT NO. 1
M & P 27-81

I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.



Gary Freeman
 OCT 27 2004
 GARY FREEMAN
 Assessor-Recorder-Co Clerk
 San Joaquin County, CA



LEGEND

--- OVERALL DISTRICT BOUNDARY LINE

DOC # 2004-243970

Recorded in the Public Records

Page 1 of 1

Recorded by GARY W. FREEMAN, Clerk

Paid by SHANE M. DOCUMENT



PROPOSED AMENDED BOUNDARIES
 (WOODLAKE MEADOW ZONE 7 ANNEXATION)
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF STOCKTON,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING PORTIONS OF SECTIONS 34,
 T.4 N., R.6 E., M.D.B. & M.,
 CITY OF STOCKTON,
 SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
 1016 12th STREET MODESTO, CALIFORNIA
 OCTOBER, 2004



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI
 THIS 20th DAY OF October, 2004.

Shane M. Document
 CITY CLERK OF THE CITY OF LODI

RECORDED THIS 27th DAY OF October, 2004
 AT THE HOUR OF 1:20 O'CLOCK P.M. IN BOOK 5,
 PAGE 37 OF MAP OF ASSESSMENTS AND COMMUNITY
 FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER
 OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Cheryl Moreno
 COUNTY RECORDER
 OF SAN JOAQUIN COUNTY, CALIFORNIA



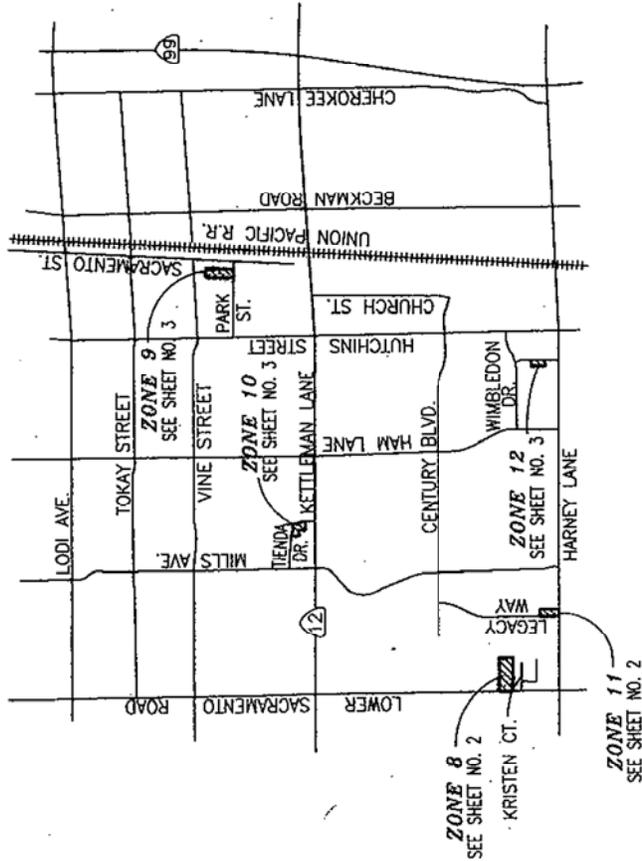
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
 BOUNDARY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
 ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
 COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
 CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE 20th
 DAY OF October, 2004, BY ITS RESOLUTION NO 2004-216

Shane M. Document
 CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR
 CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
 ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
 COUNTY, STATE OF CALIFORNIA PROH RECORDED AT BOOK 4 OF
 MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AT
 PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

AMENDED ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONES 8-12

CITY OF LODI
SAN JOAQUIN
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 15
DAY OF November 2003.

Sharon J. Blalock
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNETATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 14 TH DAY OF SEPTEMBER, 2003, BY ITS RESOLUTION NO. 2003-216.

Sharon J. Blalock
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

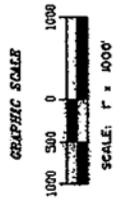
THIS AMENDED ASSESSMENT DIAGRAM WAS ORIGINALLY RECORDED ON OCTOBER 6th 2006, IN BOOK 5, PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

FILED THIS 19 DAY OF MAY 2005, AT THE HOUR OF 10:50 O'CLOCK A.M., IN BOOK 5 AT PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.
Maria W. Shambaugh
DEPUTY COUNTY RECORDER
COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

LEGEND

— ANNETATION BOUNDARY/ BENEFIT ZONE BOUNDARY



DOC # 2005-287277
11/20/2005 12:08 PM:INC

Recorded in Official Records
County of San Joaquin
Recorder-Deputy County Clerk
MAY 19 2005 10:50 AM



NBS

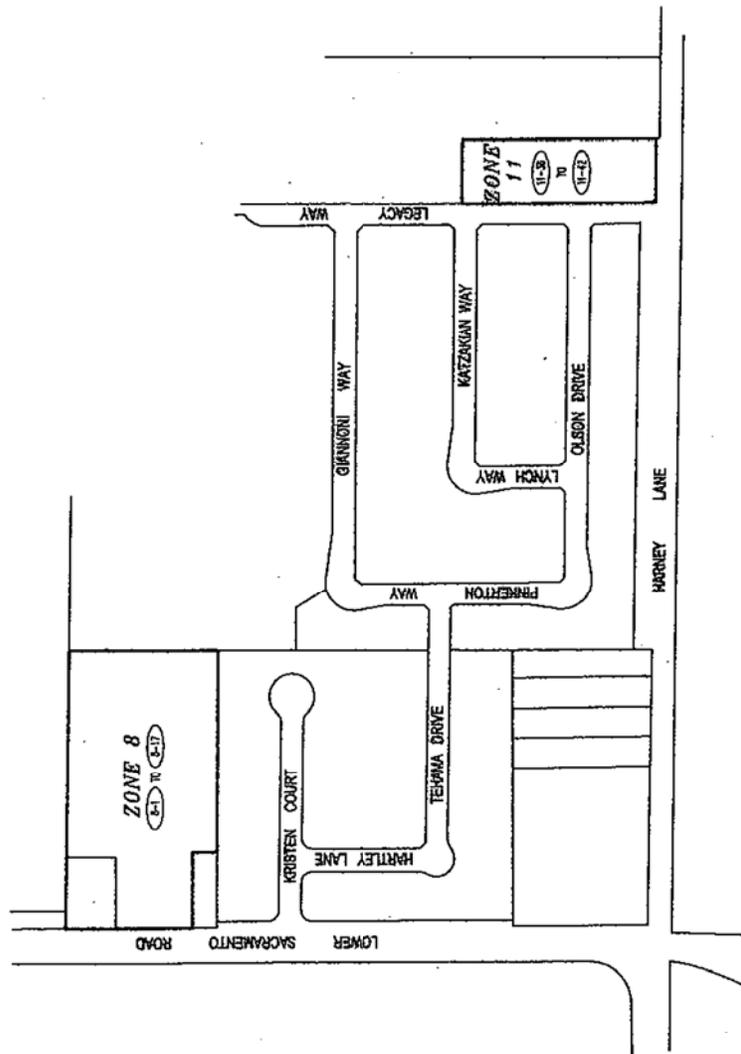
3266 Highway 78 South, Suite 100
Tennessee, CA 92592

Legal Government Solutions

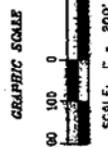
5-78A

AMENDED ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 8-12

CITY OF LODI
 COUNTY OF SAN JOAQUIN
 STATE OF CALIFORNIA



ASSESSMENT ID		APN
Zone	Assessment Number	
8	8-1	POR OF 088-230-03
8	8-2	POR OF 088-230-03
8	8-3	POR OF 088-230-03
8	8-4	POR OF 088-230-03
8	8-5	POR OF 088-230-03
8	8-6	POR OF 088-230-03
8	8-7	POR OF 088-230-03
8	8-8	POR OF 088-230-03
8	8-9	POR OF 088-230-03
8	8-10	POR OF 088-230-03
8	8-11	POR OF 088-230-03
8	8-12	POR OF 088-230-03
8	8-13	POR OF 088-230-03
8	8-14	POR OF 088-230-03
8	8-15	POR OF 088-230-03
8	8-16	POR OF 088-230-03
8	8-17	POR OF 088-230-03
8	8-18	POR OF 088-230-03
8	8-19	POR OF 088-230-03
8	8-20	POR OF 088-230-03
8	8-21	POR OF 088-230-03
8	8-22	POR OF 088-230-03
11	11-23	POR OF 088-230-14
11	11-24	POR OF 088-230-14
11	11-25	POR OF 088-230-14
11	11-26	POR OF 088-230-14
11	11-27	POR OF 088-230-14
11	11-28	POR OF 088-230-14
11	11-29	POR OF 088-230-14
11	11-30	POR OF 088-230-14
11	11-31	POR OF 088-230-14
11	11-32	POR OF 088-230-14
11	11-33	POR OF 088-230-14
11	11-34	POR OF 088-230-14
11	11-35	POR OF 088-230-14
11	11-36	POR OF 088-230-14
11	11-37	POR OF 088-230-14
11	11-38	POR OF 088-230-14
11	11-39	POR OF 088-230-14
11	11-40	POR OF 088-230-14
11	11-41	POR OF 088-230-14
11	11-42	POR OF 088-230-14



LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER



NBS

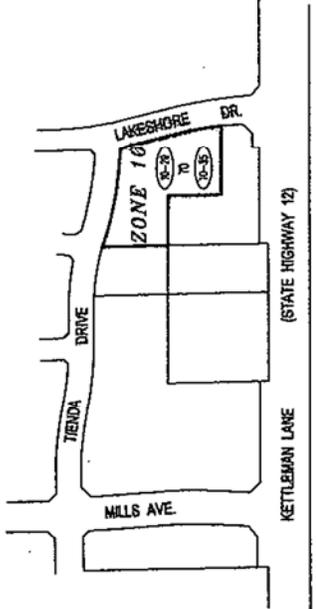
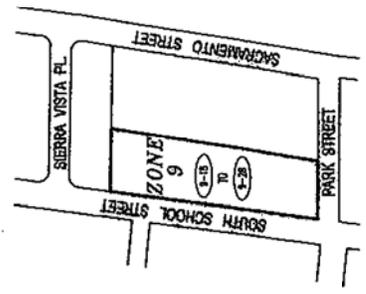
32805 Highway 79 South, Suite 100
 Fremont, CA 97522
 Local Government Solutions

5-78A

5-78B

AMENDED ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 8-12

CITY OF LODI
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



Zone	Assessment Number	APN
9	9-18	PAR. 06 043 288 07
9	9-19	PAR. 06 043 289 07
9	9-20	PAR. 06 043 290 07
10	10-1	PAR. 06 043 291 07
10	10-2	PAR. 06 043 292 07
10	10-3	PAR. 06 043 293 07
10	10-4	PAR. 06 043 294 07
11	11-1	PAR. 06 043 295 07
11	11-2	PAR. 06 043 296 07
11	11-3	PAR. 06 043 297 07
11	11-4	PAR. 06 043 298 07
11	11-5	PAR. 06 043 299 07
11	11-6	PAR. 06 043 300 07
11	11-7	PAR. 06 043 301 07
11	11-8	PAR. 06 043 302 07
11	11-9	PAR. 06 043 303 07
11	11-10	PAR. 06 043 304 07
11	11-11	PAR. 06 043 305 07
11	11-12	PAR. 06 043 306 07
11	11-13	PAR. 06 043 307 07
11	11-14	PAR. 06 043 308 07
11	11-15	PAR. 06 043 309 07
11	11-16	PAR. 06 043 310 07
11	11-17	PAR. 06 043 311 07
11	11-18	PAR. 06 043 312 07
11	11-19	PAR. 06 043 313 07
11	11-20	PAR. 06 043 314 07
11	11-21	PAR. 06 043 315 07
11	11-22	PAR. 06 043 316 07
11	11-23	PAR. 06 043 317 07
11	11-24	PAR. 06 043 318 07
11	11-25	PAR. 06 043 319 07
11	11-26	PAR. 06 043 320 07
11	11-27	PAR. 06 043 321 07
11	11-28	PAR. 06 043 322 07
11	11-29	PAR. 06 043 323 07
11	11-30	PAR. 06 043 324 07
11	11-31	PAR. 06 043 325 07
11	11-32	PAR. 06 043 326 07
11	11-33	PAR. 06 043 327 07
11	11-34	PAR. 06 043 328 07
11	11-35	PAR. 06 043 329 07
11	11-36	PAR. 06 043 330 07
11	11-37	PAR. 06 043 331 07
11	11-38	PAR. 06 043 332 07
11	11-39	PAR. 06 043 333 07
11	11-40	PAR. 06 043 334 07
11	11-41	PAR. 06 043 335 07
11	11-42	PAR. 06 043 336 07
11	11-43	PAR. 06 043 337 07
11	11-44	PAR. 06 043 338 07
11	11-45	PAR. 06 043 339 07
11	11-46	PAR. 06 043 340 07
11	11-47	PAR. 06 043 341 07
11	11-48	PAR. 06 043 342 07
11	11-49	PAR. 06 043 343 07
11	11-50	PAR. 06 043 344 07
11	11-51	PAR. 06 043 345 07
11	11-52	PAR. 06 043 346 07
11	11-53	PAR. 06 043 347 07
11	11-54	PAR. 06 043 348 07
11	11-55	PAR. 06 043 349 07
11	11-56	PAR. 06 043 350 07
11	11-57	PAR. 06 043 351 07
11	11-58	PAR. 06 043 352 07
11	11-59	PAR. 06 043 353 07
11	11-60	PAR. 06 043 354 07
11	11-61	PAR. 06 043 355 07
11	11-62	PAR. 06 043 356 07
11	11-63	PAR. 06 043 357 07
11	11-64	PAR. 06 043 358 07
11	11-65	PAR. 06 043 359 07
11	11-66	PAR. 06 043 360 07
11	11-67	PAR. 06 043 361 07
11	11-68	PAR. 06 043 362 07
11	11-69	PAR. 06 043 363 07
11	11-70	PAR. 06 043 364 07
11	11-71	PAR. 06 043 365 07
11	11-72	PAR. 06 043 366 07
11	11-73	PAR. 06 043 367 07
11	11-74	PAR. 06 043 368 07
11	11-75	PAR. 06 043 369 07
11	11-76	PAR. 06 043 370 07
11	11-77	PAR. 06 043 371 07
11	11-78	PAR. 06 043 372 07
11	11-79	PAR. 06 043 373 07
11	11-80	PAR. 06 043 374 07
11	11-81	PAR. 06 043 375 07
11	11-82	PAR. 06 043 376 07
11	11-83	PAR. 06 043 377 07
11	11-84	PAR. 06 043 378 07
11	11-85	PAR. 06 043 379 07
11	11-86	PAR. 06 043 380 07
11	11-87	PAR. 06 043 381 07
11	11-88	PAR. 06 043 382 07
11	11-89	PAR. 06 043 383 07
11	11-90	PAR. 06 043 384 07
11	11-91	PAR. 06 043 385 07
11	11-92	PAR. 06 043 386 07
11	11-93	PAR. 06 043 387 07
11	11-94	PAR. 06 043 388 07
11	11-95	PAR. 06 043 389 07
11	11-96	PAR. 06 043 390 07
11	11-97	PAR. 06 043 391 07
11	11-98	PAR. 06 043 392 07
11	11-99	PAR. 06 043 393 07
11	11-100	PAR. 06 043 394 07



LEGEND
 — ASSESSMENT DISTRICT BOUNDARY
 — PARCEL LINES
 (Circled number) ASSESSMENT NUMBER

NBS

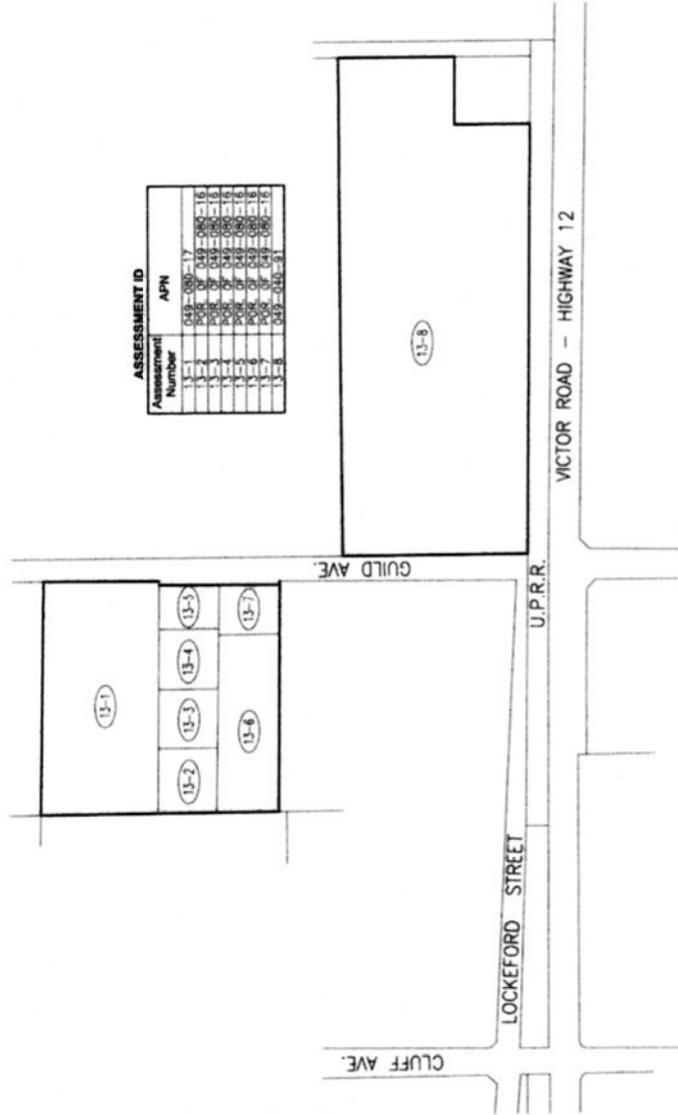
3885 Highway 75 South, Suite 100
 Fremont, CA 94532
 Local Government Solutions

5-78B

5-161

SHEET 1 OF 1

ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONE 13 - GUILD AVENUE INDUSTRIAL
 CITY OF LODI
 SAN JOAQUIN
 STATE OF CALIFORNIA



ASSESSMENT ID	APN
13-1	049-080-17
13-2	049-080-18
13-3	049-080-19
13-4	049-080-20
13-5	049-080-21
13-6	049-080-22
13-7	049-080-23
13-8	049-080-31

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21st DAY OF FEBRUARY, 2003.

Christina M. Frazee
 CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA



I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION MAP OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 19th DAY OF FEBRUARY, 2003, BY ITS RESOLUTION NO. 2003-15.

Christina M. Frazee
 CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 22nd DAY OF MAY, 2003, AT THE HOUR OF 1:41 O'CLOCK P.M. IN BOOK 2 AT PAGE 167 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

May W. Frazee
 COUNTY RECORDER
 COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

Map No. 2003-001-001
 277.81' x 171.74' = 47.74
 247.14' x 171.74' = 42.47
 Part of the "Block 10" Assessor's Map

LEGEND

- ANNETATION BOUNDARY
- PARCEL LINES
- (13-8) ASSESSMENT NUMBER

GRAPHIC SCALE



NBS

28605 Highway 79 South, Suite 100
 Fremont, CA 94557

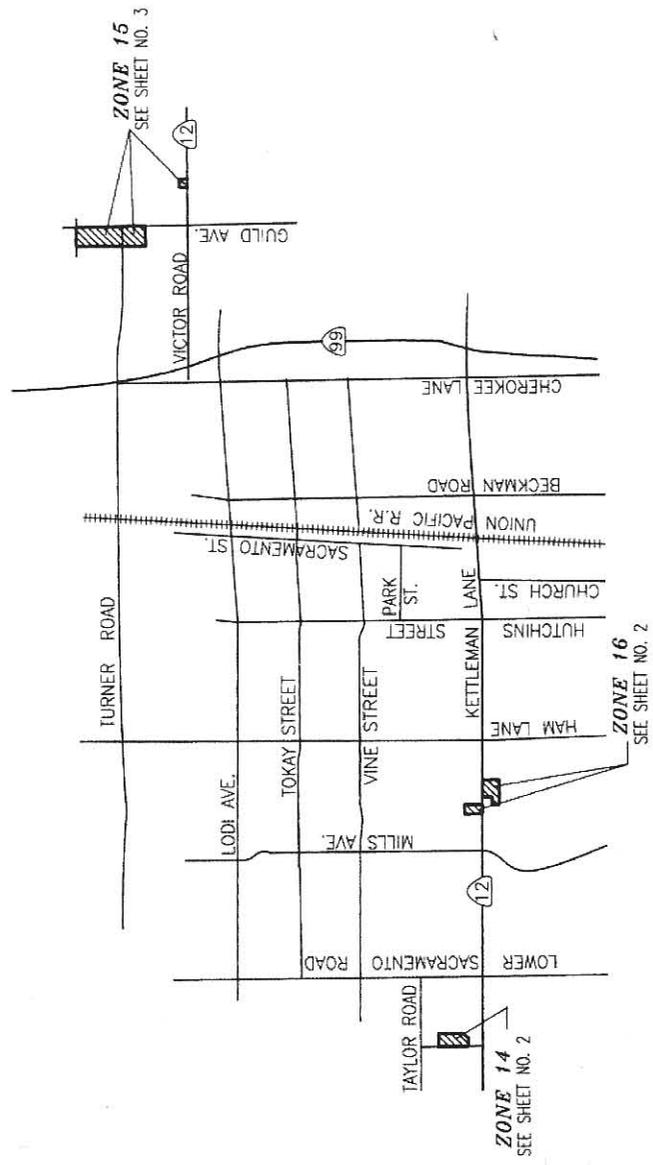
Local Government Solutions

5-161

5-193

SHEET 1 OF 3

ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 14, 15 & 16
 CITY OF LODI
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21ST DAY OF May, 2003.

CITY CLERK
 JOHN JOHNSON
 SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING HELD ON THE 13TH DAY OF May, 2003, BY ITS RESOLUTION NO. 4488-13.

CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 13TH DAY OF May, 2003, AT THE HOUR OF 9:37 O'CLOCK A.M. IN BOOK 103 AT PAGE 105 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

DEPUTY COUNTY RECORDER
 COUNTY OF SAN JOAQUIN
Jennifer A. Davis

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

LEGEND
 _____ ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY



Doc. #: 2003-071608
 File: Jan 13 09:37:49 PST 2003 9:37 AM
 Date: Jul 17 2003 11:46 AM
 Paid By: SHAWN CHOCUMBERA

NBS

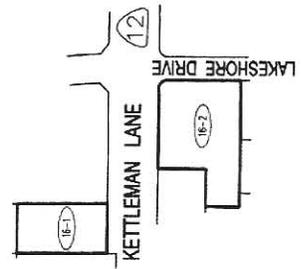
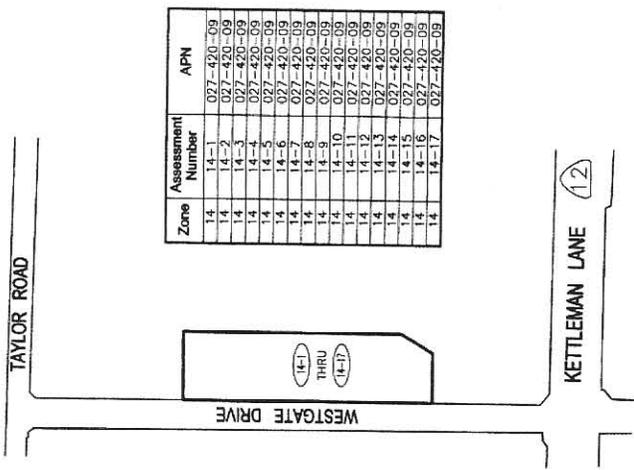
32685 Temecula Parkway, Suite 100
 Temecula, CA 92592

Local Government Solutions

5-193

ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 14, 15 & 16

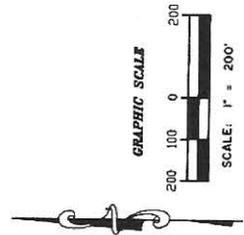
CITY OF LODI
 COUNTY OF SAN JOAQUIN
 STATE OF CALIFORNIA



ASSESSMENT ID	
Zone	Assessment Number
16	16-1
16	16-2
16	16-3
16	16-4
16	16-5
16	16-6
16	16-7
16	16-8
16	16-9
16	16-10
16	16-11
16	16-12
16	16-13
16	16-14
16	16-15
16	16-16
16	16-17
16	16-18
16	16-19
16	16-20
16	16-21
16	16-22
16	16-23
16	16-24
16	16-25
16	16-26
16	16-27
16	16-28
16	16-29
16	16-30
16	16-31
16	16-32
16	16-33
16	16-34
16	16-35
16	16-36
16	16-37
16	16-38
16	16-39
16	16-40
16	16-41
16	16-42
16	16-43
16	16-44
16	16-45
16	16-46
16	16-47
16	16-48
16	16-49
16	16-50
16	16-51
16	16-52
16	16-53
16	16-54
16	16-55
16	16-56
16	16-57
16	16-58
16	16-59
16	16-60
16	16-61
16	16-62
16	16-63
16	16-64
16	16-65
16	16-66
16	16-67
16	16-68
16	16-69
16	16-70
16	16-71
16	16-72
16	16-73
16	16-74
16	16-75
16	16-76
16	16-77
16	16-78
16	16-79
16	16-80
16	16-81
16	16-82
16	16-83
16	16-84
16	16-85

ZONE 16
 WEST KETTLEMAN LANE COMMERCIAL

ZONE 14
 LUCA PLACE



LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER

NBS

37605 Temecula Parkway, Suite 100
 Temecula, CA 92592

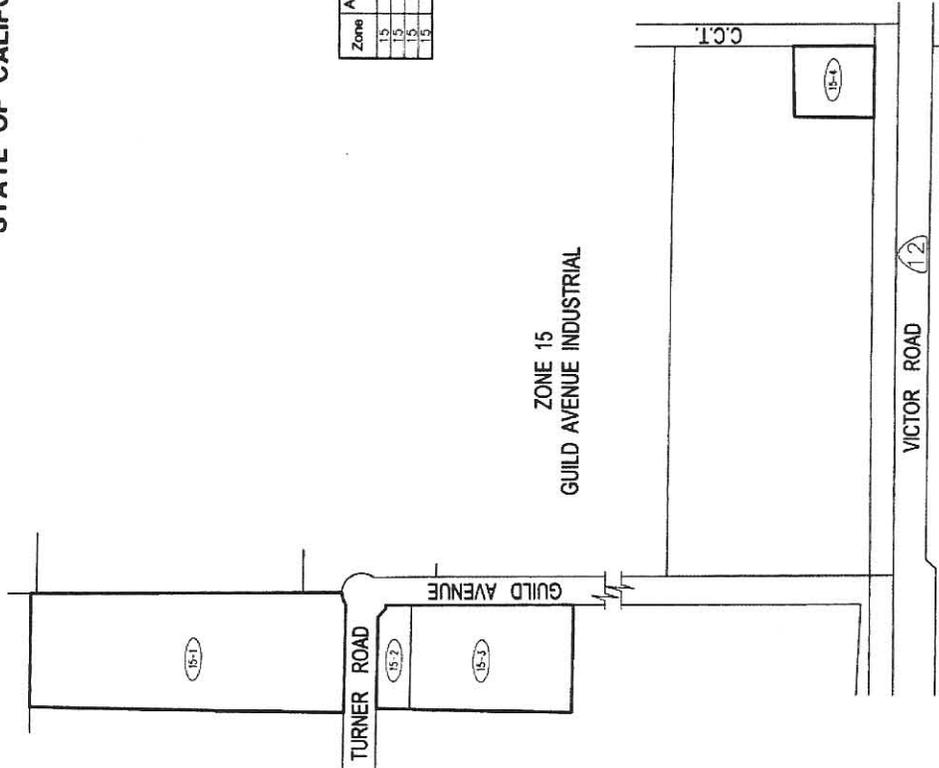
Local Government Solutions

5-193B

SHEET 3 OF 3

ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 14, 15 & 16

CITY OF LODI
 COUNTY OF SAN JOAQUIN
 STATE OF CALIFORNIA



ASSESSMENT ID	
Zone	Assessment Number
15	15-1
15	15-2
15	15-3
15	15-4

APN	
Assessment Number	APN
15-1	049-530-04
15-2	049-530-10
15-3	049-530-11
15-4	049-540-35

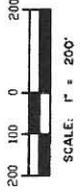
ZONE 15
 GUILD AVENUE INDUSTRIAL



LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER

GRAPHIC SCALE



NBS

32605 Temecula Parkway, Suite 100
 Temecula, CA 92592

Local Government Solutions

5-193R

7. FISCAL YEAR 2011/12 ASSESSMENT ROLL

The assessment roll for each zone is shown on the following pages. The description of each lot or parcel as part of the records of the County Assessor of the County of San Joaquin are, by reference, made part of this Report.

LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONE 1 - ALMONDWOOD ESTATES
FISCAL YEAR 2011/12
ASSESSMENT ROLL

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	062-610-010-000	SFR	n/a	1.00	\$540.05	\$250.96	\$567.06	\$263.44	\$263.44
2	062-610-020-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
3	062-610-030-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
4	062-610-040-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
5	062-610-050-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
6	062-610-060-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
7	062-610-070-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
8	062-610-080-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
9	062-610-090-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
10	062-610-100-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
11	062-610-110-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
12	062-610-120-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
13	062-610-130-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
14	062-610-140-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
15	062-610-150-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
16	062-610-160-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
17	062-610-170-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
18	062-610-180-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
19	062-610-190-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
20	062-610-200-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
21	062-610-210-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
22	062-610-220-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
23	062-610-230-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
24	062-610-240-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
25	062-610-250-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
26	062-610-260-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
27	062-610-270-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
28	062-610-280-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
29	062-610-290-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
30	062-610-300-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
31	062-610-310-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
32	062-610-320-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
33	062-610-330-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
34	062-610-340-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
35	062-610-350-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
36	062-610-360-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
37	062-610-370-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
38	062-610-380-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
39	062-610-390-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
40	062-610-400-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
41	062-620-010-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
42	062-620-020-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
43	062-620-030-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
44	062-620-040-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
45	062-620-050-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
46	062-620-060-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
47	062-620-070-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
48	062-620-080-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
49	062-620-090-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
50	062-620-100-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 1 - ALMONDWOOD ESTATES
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
51	062-620-110-000	SFR	n/a	1.00	\$540.05	\$250.96	\$567.06	\$263.44	\$263.44
52	062-620-120-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
53	062-620-130-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
54	062-620-140-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
55	062-620-150-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
56	062-620-160-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
57	062-620-170-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
58	062-620-180-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
59	062-620-190-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
60	062-620-200-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
61	062-620-210-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
62	062-620-220-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
63	062-620-230-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
64	062-620-240-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
65	062-620-250-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
66	062-620-260-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
67	062-620-270-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
68	062-620-280-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
69	062-620-290-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
70	062-620-300-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
71	062-620-310-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
72	062-620-320-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
73	062-620-330-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
74	062-620-340-000	SFR	n/a	1.00	540.05	250.96	567.06	263.44	263.44
				74.00	\$18,571.04				\$19,494.56

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 2 - CENTURY MEADOWS ONE
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	058-520-010-000	SFR	n/a	1.00	\$408.72	\$229.76	\$429.16	\$219.95	\$219.94
2	058-520-020-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
3	058-520-030-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
4	058-520-040-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
5	058-520-050-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
6	058-520-060-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
7	058-520-070-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
8	058-520-080-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
9	058-520-090-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
10	058-520-100-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
11	058-520-110-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
12	058-520-120-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
13	058-520-130-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
14	058-520-140-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
15	058-520-150-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
16	058-520-160-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
17	058-520-170-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
18	058-520-180-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
19	058-520-190-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
20	058-520-200-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
21	058-520-210-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
22	058-520-220-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
23	058-520-230-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
24	058-520-240-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
25	058-520-250-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
26	058-520-260-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
27	058-520-270-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
28	058-520-280-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
29	058-520-290-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
30	058-520-300-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
31	058-520-310-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
32	058-520-320-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
33	058-520-330-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
34	058-520-340-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
35	058-520-350-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
36	058-520-360-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
37	058-520-370-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
38	058-520-380-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
39	058-520-390-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
40	058-520-400-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
41	058-520-410-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
42	058-520-420-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
43	058-520-430-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
44	058-520-440-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
45	058-520-450-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
46	058-520-460-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
47	058-520-470-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
48	058-520-480-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
49	058-520-490-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
50	058-520-500-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94

LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONE 2 - CENTURY MEADOWS ONE
FISCAL YEAR 2011/12
ASSESSMENT ROLL

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
51	058-520-510-000	SFR	n/a	1.00	\$408.72	\$229.76	\$429.16	\$219.95	\$219.94
52	058-520-520-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
53	058-520-530-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
54	058-520-540-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
55	058-520-550-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
56	058-520-560-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
57	058-520-570-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
58	058-520-590-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
59	058-520-600-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
60	058-520-610-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
61	058-520-620-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
62	058-520-630-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
63	058-520-640-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
64	058-520-650-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
65	058-580-010-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
66	058-580-020-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
67	058-580-030-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
68	058-580-040-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
69	058-580-050-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
70	058-580-060-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
71	058-580-070-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
72	058-580-080-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
73	058-580-090-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
74	058-580-100-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
75	058-580-110-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
76	058-580-120-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
77	058-580-130-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
78	058-580-140-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
79	058-580-150-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
80	058-580-160-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
81	058-580-170-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
82	058-580-180-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
83	058-580-190-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
84	058-580-200-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
85	058-580-210-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
86	058-580-220-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
87	058-580-230-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
88	058-580-240-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
89	058-580-250-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
90	058-580-260-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
91	058-580-270-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
92	058-580-280-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
93	058-580-290-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
94	058-580-300-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
95	058-580-310-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
96	058-580-320-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
97	058-580-330-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
98	058-580-340-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
99	058-580-350-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
100	058-580-360-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 2 - CENTURY MEADOWS ONE
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
101	058-580-370-000	SFR	n/a	1.00	\$408.72	\$229.76	\$429.16	\$219.95	\$219.94
102	058-580-380-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
103	058-580-390-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
104	058-580-400-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
105	058-580-410-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
106	058-580-420-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
107	058-580-430-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
108	058-580-440-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
109	058-580-450-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
110	058-580-460-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
111	058-580-470-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
112	058-580-480-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
113	058-580-490-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
114	058-580-500-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
115	058-580-510-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
116	058-580-520-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
117	058-580-530-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
118	058-580-540-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
119	058-580-550-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
120	058-580-560-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
121	058-580-570-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
122	058-580-580-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
123	058-580-590-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
124	058-580-600-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
125	058-580-610-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
126	058-580-620-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
127	058-580-630-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
128	058-580-640-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
129	058-580-650-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
130	058-580-660-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
131	058-580-670-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
132	058-580-680-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
133	058-580-690-000	SFR	n/a	1.00	408.72	229.76	429.16	219.95	219.94
				133.00	\$30,558.08				\$29,252.02

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 3 - MILLSBRIDGE II
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	031-040-140-000	SFR	n/a	1.00	\$421.75	\$202.76	\$442.83	\$159.11	\$159.10
2	031-040-150-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
3	031-040-380-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
4	031-040-440-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
5	031-040-450-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
6	031-040-460-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
7	031-040-470-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
8	031-040-480-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
9	031-040-490-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
10	031-290-010-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
11	031-290-020-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
12	031-290-030-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
13	031-290-040-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
14	031-290-050-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
15	031-290-060-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
16	031-290-070-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
17	031-290-080-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
18	031-290-090-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
19	031-290-100-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
20	031-290-110-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
21	031-290-120-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
22	031-290-130-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
23	031-290-140-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
24	031-290-150-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
25	031-290-160-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
26	031-290-170-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
27	031-290-180-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
28	031-290-190-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
29	031-290-200-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
30	031-290-210-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
31	031-290-220-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
32	031-290-230-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
33	031-290-240-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
34	031-290-250-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
35	031-290-260-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
36	031-290-270-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
37	031-290-280-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
38	031-290-290-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
39	031-290-300-000	SFR	n/a	1.00	421.75	202.76	442.83	159.11	159.10
				39.00	\$7,907.64				\$6,204.90

* Dwelling Unit Equivalents

LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONE 4 - ALMOND NORTH
FISCAL YEAR 2011/12
ASSESSMENT ROLL

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	062-630-010-000	SFR	n/a	1.00	\$432.85	\$211.86	\$454.49	\$189.23	\$189.22
2	062-630-020-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
3	062-630-030-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
4	062-630-040-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
5	062-630-050-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
6	062-630-060-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
7	062-630-070-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
8	062-630-080-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
9	062-630-090-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
10	062-630-100-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
11	062-630-110-000	DUPL	n/a	2.00	432.85	423.72	454.49	189.23	378.46
12	062-630-120-000	DUPL	n/a	2.00	432.85	423.72	454.49	189.23	378.46
13	062-630130-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
14	062-630-140-000	DUPL	n/a	2.00	432.85	423.72	454.49	189.23	378.46
15	062-630-150-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
16	062-630-160-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
17	062-630-170-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
18	062-630-180-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
19	062-630-190-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
20	062-630-200-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
21	062-630-210-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
22	062-630-220-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
23	062-630-230-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
24	062-630-240-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
25	062-630-250-000	DUPL	n/a	2.00	432.85	423.72	454.49	189.23	378.46
26	062-630-260-000	DUPL	n/a	2.00	432.85	423.72	454.49	189.23	378.46
27	062-630-270-000	SFR	n/a	1.00	432.85	211.86	454.49	189.23	189.22
28	062-630-280-000	DUPL	n/a	2.00	432.85	423.72	454.49	189.23	378.46
				34.00	\$7,203.24				\$6,433.60

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	058-540-010-000	SFR	n/a	1.00	\$308.22	\$205.10	\$323.63	\$193.22	\$193.22
2	058-540-020-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
3	058-540-030-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
4	058-540-040-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
5	058-540-050-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
6	058-540-060-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
7	058-540-070-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
8	058-540-080-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
9	058-540-090-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
10	058-540-100-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
11	058-540-110-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
12	058-540-120-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
13	058-540-130-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
14	058-540-140-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
15	058-540-150-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
16	058-540-160-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
17	058-540-170-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
18	058-540-180-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
19	058-540-190-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
20	058-540-200-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
21	058-540-210-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
22	058-540-220-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
23	058-540-230-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
24	058-540-240-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
25	058-540-250-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
26	058-540-260-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
27	058-540-270-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
28	058-540-280-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
29	058-540-290-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
30	058-540-300-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
31	058-540-310-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
32	058-540-320-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
33	058-540-330-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
34	058-540-340-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
35	058-540-350-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
36	058-540-360-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
37	058-540-370-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
38	058-540-380-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
39	058-540-390-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
40	058-540-400-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
41	058-540-410-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
42	058-540-420-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
43	058-540-430-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
44	058-540-440-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
45	058-540-450-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
46	058-540-460-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
47	058-540-470-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
48	058-540-480-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
49	058-540-490-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
50	058-540-500-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
51	058-540-510-000	SFR	n/a	1.00	\$308.22	\$205.10	\$323.63	\$193.22	\$193.22
52	058-540-520-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
53	058-540-530-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
54	058-540-540-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
55	058-540-550-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
56	058-540-560-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
57	058-540-570-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
58	058-540-580-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
59	058-540-590-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
60	058-540-600-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
61	058-540-610-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
62	058-540-620-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
63	058-540-630-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
64	058-540-640-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
65	058-540-650-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
66	058-540-660-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
67	058-540-670-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
68	058-540-680-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
69	058-540-690-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
70	058-540-700-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
71	058-540-710-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
72	058-540-720-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
73	058-540-730-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
74	058-540-740-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
75	058-540-750-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
76	058-540-760-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
77	058-540-770-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
78	058-560-010-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
79	058-560-020-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
80	058-560-030-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
81	058-560-040-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
82	058-560-050-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
83	058-560-060-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
84	058-560-070-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
85	058-560-080-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
86	058-560-090-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
87	058-560-100-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
88	058-560-110-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
89	058-560-120-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
90	058-560-130-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
91	058-560-140-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
92	585-600-150-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
93	058-560-160-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
94	058-560-170-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
95	058-560-180-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
96	058-560-190-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
97	058-560-200-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
98	058-560-210-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
99	058-560-220-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
100	058-560-230-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22

LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES
FISCAL YEAR 2011/12
ASSESSMENT ROLL

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
101	058-560-240-000	SFR	n/a	1.00	\$308.22	\$205.10	\$323.63	\$193.22	\$193.22
102	058-560-250-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
103	058-560-260-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
104	058-560-270-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
105	058-560-280-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
106	058-560-290-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
107	058-560-300-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
108	058-560-310-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
109	058-560-320-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
110	058-560-330-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
111	058-560-340-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
112	058-560-350-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
113	058-560-360-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
114	058-560-370-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
115	058-560-380-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
116	585-600-390-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
117	058-560-400-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
118	058-560-410-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
119	058-560-420-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
120	058-560-430-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
121	058-560-440-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
122	058-560-450-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
123	058-560-460-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
124	058-560-470-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
125	058-560-480-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
126	058-560-490-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
127	058-560-500-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
128	058-560-510-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
129	058-560-520-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
130	058-560-530-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
131	058-560-540-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
132	058-560-550-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
133	058-560-560-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
134	058-560-570-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
135	058-560-580-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
136	058-560-590-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
137	058-560-600-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
138	058-560-610-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
139	058-560-620-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
140	058-560-630-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
141	058-560-640-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
142	058-560-650-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
143	058-560-660-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
144	058-560-670-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
145	058-560-680-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
146	058-560-690-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
147	058-560-700-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
148	058-560-710-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
149	058-560-720-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
150	058-560-730-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22

LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES
FISCAL YEAR 2011/12
ASSESSMENT ROLL

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
151	058-560-740-000	SFR	n/a	1.00	\$308.22	\$205.10	\$323.63	\$193.22	\$193.22
152	058-560-750-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
153	058-570-010-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
154	058-570-020-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
155	058-570-030-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
156	058-570-040-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
157	058-570-050-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
158	058-570-060-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
159	058-570-070-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
160	058-570-080-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
161	058-570-090-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
162	058-570-100-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
163	058-570-110-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
164	058-570-120-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
165	058-570-130-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
166	058-570-140-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
167	058-570-150-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
168	058-570-160-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
169	058-570-170-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
170	058-570-180-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
171	058-570-190-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
172	058-570-200-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
173	058-570-210-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
174	058-570-220-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
175	005-857-023-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
176	058-570-240-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
177	058-570-250-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
178	058-570-260-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
179	058-570-270-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
180	058-570-280-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
181	058-570-290-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
182	058-570-300-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
183	058-570-310-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
184	058-570-320-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
185	058-570-330-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
186	058-570-340-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
187	058-570-350-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
188	058-570-360-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
189	058-570-370-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
190	058-570-380-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
191	058-570-390-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
192	058-570-400-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
193	058-570-410-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
194	058-570-420-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
195	058-570-430-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
196	058-570-440-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
197	058-570-450-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
198	058-570-460-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
199	058-570-470-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
200	058-570-480-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
201	058-570-490-000	SFR	n/a	1.00	\$308.22	\$205.10	\$323.63	\$193.22	\$193.22
202	058-570-500-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
203	058-570-510-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
204	058-570-520-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
205	058-570-530-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
206	058-570-540-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
207	058-570-550-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
208	058-570-560-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
209	058-570-570-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
210	058-570-580-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
211	058-570-590-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
212	058-570-600-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
213	058-570-610-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
214	058-570-620-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
215	058-570-630-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
216	058-570-640-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
217	058-570-650-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
218	058-600-010-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
219	058-600-020-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
220	058-600-030-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
221	058-600-040-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
222	058-600-050-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
223	058-600-060-000	SFR	n/a	1.00	308.22	205.10	323.63	193.22	193.22
				223.00	\$45,737.30				\$43,088.06

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 6 - THE VILLAS
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	062-640-010-000	SFR	n/a	1.00	\$702.21	\$381.82	\$737.32	\$282.61	\$282.60
2	062-640-020-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
3	062-640-030-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
4	062-640-040-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
5	062-640-050-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
6	062-640-060-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
7	062-640-070-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
8	062-640-080-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
9	062-640-090-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
10	062-640-100-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
11	062-640-110-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
12	062-640-120-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
13	062-640-130-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
14	062-640-140-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
15	062-640-150-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
16	062-640-160-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
17	062-640-170-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
18	062-640-180-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
19	062-640-190-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
20	062-640-200-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
21	062-640-210-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
22	062-640-220-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
23	062-640-230-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
24	062-640-240-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
25	062-640-250-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
26	062-640-260-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
27	062-640-270-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
28	062-640-280-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
29	062-640-290-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
30	062-640-300-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
31	062-640-310-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
32	062-640-320-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
33	062-640-330-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
34	062-650-010-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
35	062-650-020-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
36	062-650-030-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
37	062-650-040-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
38	062-650-050-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
39	062-650-060-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
40	062-650-070-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
41	062-650-080-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
42	062-650-090-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
43	062-650-100-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
44	062-650-110-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
45	062-650-120-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
46	062-650-130-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
47	062-650-140-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
48	062-650-150-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
49	062-650-160-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
50	062-650-170-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 6 - THE VILLAS
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
51	062-650-180-000	SFR	n/a	1.00	\$702.21	\$381.82	\$737.32	\$282.61	\$282.60
52	062-650-190-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
53	062-650-200-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
54	062-650-210-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
55	062-650-220-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
56	062-650-230-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
57	062-650-240-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
58	062-650-250-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
59	062-650-260-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
60	062-650-270-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
61	062-650-280-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
62	062-650-290-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
63	062-650-300-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
64	062-650-310-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
65	062-650-320-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
66	062-650-330-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
67	062-650-340-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
68	062-650-350-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
69	062-650-360-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
70	062-650-370-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
71	062-650-380-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
72	062-650-390-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
73	062-650-400-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
74	062-650-410-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
75	062-650-420-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
76	062-650-430-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
77	062-650-440-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
78	062-650-450-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
79	062-650-460-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
80	062-650-470-000	SFR	n/a	1.00	702.21	381.82	737.32	282.61	282.60
				80.00	\$30,545.60				\$22,608.00

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 7 - WOODLAKE MEADOW
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	015-600-010-000	SFR	n/a	1.00	\$231.83	\$136.46	\$243.42	\$119.53	\$119.52
2	015-600-020-000	SFR	n/a	1.00	231.83	136.46	243.42	119.53	119.52
3	015-600-030-000	SFR	n/a	1.00	231.83	136.46	243.42	119.53	119.52
4	015-600-040-000	SFR	n/a	1.00	231.83	136.46	243.42	119.53	119.52
5	015-600-050-000	SFR	n/a	1.00	231.83	136.46	243.42	119.53	119.52
				5.00	\$682.30				\$597.60

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 8 - VINTAGE OAKS
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	058-640-010-000	SFR	n/a	1.00	\$506.50	\$506.50	\$531.83	\$404.39	\$404.38
2	058-640-020-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
3	058-640-030-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
4	058-640-040-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
5	058-640-050-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
6	058-640-060-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
7	058-640-070-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
8	058-640-080-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
9	058-640-090-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
10	058-640-100-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
11	058-640-110-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
12	058-640-120-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
13	058-640-130-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
14	058-640-140-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
15	058-640-150-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
16	058-640-160-000	VAC-RES	n/a	1.00	506.50	506.50	531.83	404.39	404.38
17	058-640-170-000	SFR	n/a	1.00	506.50	506.50	531.83	404.39	404.38
				17.00	\$8,610.50				\$6,874.46

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 9 - INTERLAKE SQUARE
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	045-340-010-000	SFR	n/a	1.00	\$241.11	\$126.36	\$253.16	\$134.59	\$134.58
2	045-340-020-000	SFR	n/a	1.00	241.11	126.36	253.16	134.59	134.58
3	045-340-030-000	SFR	n/a	1.00	241.11	126.36	253.16	134.59	134.58
4	045-340-040-000	SFR	n/a	1.00	241.11	126.36	253.16	134.59	134.58
5	045-340-050-000	SFR	n/a	1.00	241.11	126.36	253.16	134.59	134.58
6	045-340-060-000	SFR	n/a	1.00	241.11	126.36	253.16	134.59	134.58
7	045-340-070-000	SFR	n/a	1.00	241.11	126.36	253.16	134.59	134.58
8	045-340-080-000	SFR	n/a	1.00	241.11	126.36	253.16	134.59	134.58
9	045-340-090-000	SFR	n/a	1.00	241.11	126.36	253.16	134.59	134.58
10	045-340-100-000	SFR	n/a	1.00	241.11	126.36	253.16	134.59	134.58
11	045-340-110-000	SFR	n/a	1.00	241.11	126.36	253.16	134.59	134.58
				11.00	\$1,389.96				\$1,480.38

* Dwelling Unit Equivalent

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 10 - LAKESHORE PROPERTIES
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

ASSESSOR'S NO. PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1 031-330-010-000	SFR	n/a	1.00	\$202.46	\$112.00	\$212.59	\$119.29	\$119.28
2 031-330-020-000	SFR	n/a	1.00	202.46	112.00	212.59	119.29	119.28
3 031-330-030-000	SFR	n/a	1.00	202.46	112.00	212.59	119.29	119.28
4 031-330-040-000	SFR	n/a	1.00	202.46	112.00	212.59	119.29	119.28
5 031-330-050-000	SFR	n/a	1.00	202.46	112.00	212.59	119.29	119.28
6 031-330-060-000	SFR	n/a	1.00	202.46	112.00	212.59	119.29	119.28
7 031-330-070-000	SFR	n/a	1.00	202.46	112.00	212.59	119.29	119.28
			7.00			\$784.00		
								\$834.96

* Dwelling Unit Equivalent

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 11 - TATE PROPERTY
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

ASSESSOR'S NO. PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1 058-230-140-000	SFR	n/a	7.00	\$300.92	\$1,347.08	\$315.97	\$202.39	\$1,416.72
			7.00			\$1,347.08		
								\$1,416.72

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 12 - WINCHESTER WOODS
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	060-220-300-000	SFR	n/a	1.00	\$177.76	\$112.00	\$186.65	\$145.12	\$145.12
2	060-220-310-000	SFR	n/a	1.00	177.76	112.00	186.65	145.12	145.12
3	060-220-320-000	SFR	n/a	1.00	177.76	112.00	186.65	145.12	145.12
4	060-220-330-000	SFR	n/a	1.00	177.76	112.00	186.65	145.12	145.12
5	060-220-340-000	SFR	n/a	1.00	177.76	112.00	186.65	145.12	145.12
6	060-220-350-000	SFR	n/a	1.00	177.76	112.00	186.65	145.12	145.12
7	060-220-360-000	SFR	n/a	1.00	177.76	112.00	186.65	145.12	145.12
8	060-220-370-000	SFR	n/a	1.00	177.76	112.00	186.65	145.12	145.12
				8.00	\$896.00				\$1,160.96

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 13 - GUILD AVENUE INDUSTRIAL
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	049-340-120-000	IND	4.690	18.760	\$113.23	\$142.00	\$118.89	\$8.32	\$156.08
2	049-340-150-000	IND	0.610	2.440	113.23	18.46	118.89	8.32	20.30
3	049-340-160-000	IND	0.569	2.276	113.23	17.22	118.89	8.32	18.94
4	049-340-170-000	IND	0.569	2.276	113.23	17.22	118.89	8.32	18.94
5	049-340-180-000	IND	0.460	1.840	113.23	13.92	118.89	8.32	15.30
6	049-340-190-000	IND	0.569	2.276	113.23	17.22	118.89	8.32	18.94
7	049-340-200-000	IND	1.919	7.676	113.23	58.10	118.89	8.32	63.86
8	049-340-360-000	IND	13.890	55.560	113.23	420.58	118.89	8.32	462.26
				93.104	\$704.72				\$774.62

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 14 - LUCA PLACE
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

ASSESSOR'S NO. PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1 027-420-090-000	SFR	n/a	17.00	\$324.07	\$970.02	\$340.27	\$57.76	\$981.92
			17.00		\$970.02			\$981.92

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 15 - GUILD AVENUE INDUSTRIAL
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1	049-330-100-000	IND	0.555	2.220	\$113.05	\$35.82	\$118.70	\$16.51	\$36.64
2	049-330-110-000	IND	2.500	10.000	113.05	161.40	118.70	16.51	165.10
3	049-330-230-000	IND	5.180	20.720	113.05	334.42	118.70	16.51	342.08
4	049-340-380-000	IND	0.832	3.328	113.05	53.70	118.70	16.51	54.94
				36.268	\$585.34				\$598.76

* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
 ZONE 16 - WEST KETTLEMAN LANE COMMERCIAL
 FISCAL YEAR 2011/12
 ASSESSMENT ROLL**

ASSESSOR'S NO. PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2010/11 MAX RATE	2010/11 ASMT	2011/12 MAX RATE	2011/12 ACT RATE	2011/12 ASMT
1 031-330-100-000	COM	0.580	2.910	\$41.03	\$38.38	\$43.08	\$13.47	\$39.20
2 058-160-860-000	COM	1.092	5.460	41.03	72.02	43.08	13.47	73.54
			8.370			\$110.40		
								\$112.74

* Dwelling Unit Equivalents

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
INITIATING PROCEEDINGS FOR THE LEVY AND
COLLECTION OF ASSESSMENTS FOR THE LODI
CONSOLIDATED LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1 FOR FISCAL
YEAR 2011/12

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. Annual Report: The City Council hereby orders NBS to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2011 and ending June 30, 2012.
2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE ANNUAL REPORT FOR THE LODI
CONSOLIDATED LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1 FOR FISCAL
YEAR 2011/12

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commending with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act; and

WHEREAS, the City Council has, by previous resolution, ordered NBS to prepare and file such Annual Report; and

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. Approval of Report: The City Council hereby approves the Annual Report concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2011 and ending June 30, 2012.

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING ITS INTENTION TO LEVY AND COLLECT
ASSESSMENTS FOR THE LODI CONSOLIDATED
LANDSCAPE MAINTENANCE ASSESSMENT
DISTRICT NO. 2003-1 FOR FISCAL YEAR 2011/12

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. Intention: The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the improvements for the fiscal year commencing July 1, 2011 and ending June 30, 2012. The City Council finds that the public's best interest requires such action.
2. Improvements: The improvements include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.
3. Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
4. Annual Report: Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and zones therein and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
5. Notice of Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with §22629 of the Act. All objections to the assessment, if any, will be considered by the City Council. The Public Hearing will be held on **Wednesday, June 15, 2011, at 7:00 p.m.** or as soon thereafter as is feasible in the City Council Chambers located at 305 West Pine Street, Lodi, CA, 95240. The City Council further orders the City Clerk to publish notice of this resolution in accordance with §22626 of the Act.

- 6. Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in §54954.6 of the Government Code).

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

Comments by the public on non-agenda items

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

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

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

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Conduct a Public Hearing on May 18, 2011 to Introduce an Ordinance on Economic Incentive Rate Discounts

MEETING DATE: May 18, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Conduct a public hearing on May 18, 2011 to introduce an ordinance on economic incentive rate discounts.

BACKGROUND INFORMATION: Several Electric Utility Department economic incentive rate discounts are scheduled to sunset on June 30, 2011. The expiring rates were designed to attract businesses that would help the City meet certain goals, such as increasing wine tourism and/or occupying vacant buildings, and attracting industry.

Instead of renewing those rate discounts, the EUD proposes broad-based discounts to take effect July 1, 2011. These discounts would apply for 12 months to any new business locating in Lodi or any business adding two or more full-time employees. The maximum rate discount is 15 percent. The proposed economic incentive rate discounts will streamline the application process, be easier for utility staff to manage and, hopefully, lead to more business creation and expansion in Lodi.

New Business Rate Discount

This discount is available for any new commercial or industrial customer that locates its operations to Lodi for a minimum of 12 months. The rate discount goes into effect July 1, 2011 and expires after June 30, 2013.

Rates: A discount on the customer's electric utility rate only, shall apply as follows:

- * G1 customer 15%
- * G2 customer 10%
- * G3 customer 5%
- * G4 customer 5%
- * G5 customer 5%
- * I1 customer 5%

New Jobs Rate Discount

This discount is available for any commercial or industrial customer that adds a minimum of two full-time positions after July 1, 2011, and retains those positions for at least 12 months. The discount shall be in effect for 12 months and will expire after June 30, 2013.

APPROVED: _____
Konradt Bartlam, City Manager

Rates: A discount on the customer's electric utility rate, shall apply as follows:

* 1 percent discount for every full-time position added (capped at 15 percent).

FISCAL IMPACT: Unknown at this time. The magnitude of the financial impact will be dependent upon the number of participants.

FUNDING: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Manager, Customer Service & Programs

EK/RL/lst

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE CHAPTER 13.20, "ELECTRICAL SERVICE," BY REPEALING AND RE-ENACTING SECTION 13.20.315 "SCHEDULE EDR-ECONOMIC DEVELOPMENT RATES IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.315 Schedule EDR-Economic Development Rates is hereby repealed and re-enacted in its entirety to read as follows:

- A. New Business Rate Discount – NBR Discount, applicable to any new commercial or industrial customer that locates their operations/business that receives electric utility service from the City of Lodi, with the following stipulations: a customer assigned to the G1 electric utility rate shall receive a discount for twelve consecutive months of 15%; a customer assigned to the G2 electric utility rate shall receive a discount for twelve consecutive months of 10%, and for commercial customers assigned to the G3, G4, G5, or I1 electric utility rate shall receive a discount for twelve consecutive months of 5% for twelve consecutive months; and

This discount may not be combined with any other electric discount or rate and shall only apply to the base rate. Surcharges including but not limited to the California Energy Commission fee, Solar Surcharge, Public Benefits charge, State Energy Tax and other assessments or charges after the date of this rate schedule shall not be subject to this discount.

- B. New Jobs Rate Discount – NJR Discount, applicable to any commercial or industrial customer that adds a minimum of two (2) full-time positions, and retains those positions for at least twelve consecutive months, with the following stipulation: a 1% discount shall be applied for every full-time position added, capped at 15% total discount for a total of twelve consecutive months; and

This discount may not be combined with any other electric discount or rate and shall only apply to the base rate. Surcharges including but not limited to the California Energy Commission fee, Solar Surcharge, Public Benefits charge, State Energy Tax and other assessments or charges after the date of this rate schedule shall not be subject to this discount.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect thirty days from and after its passage and approval.

SECTION 6. The Rate Schedules referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2011, and said utility rate discounts shall expire on June 30, 2013.

BOB JOHNSON
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held May 18, 2011, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2011, by the following vote:

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

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



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

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

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER INTRODUCING AN ORDINANCE ON
ECONOMIC INCENTIVE RATE DISCOUNTS

PUBLISH DATE: SATURDAY, APRIL 9, 2011

LEGAL AD

TEAR SHEETS WANTED: One (1) please

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

DATED: THURSDAY, APRIL 7, 2011

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

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

LNS Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ JMP _____ MB _____ CF (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER INTRODUCING AN ORDINANCE ON ECONOMIC INCENTIVE RATE DISCOUNTS

On Thursday, April 7, 2011, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider introducing an ordinance on economic incentive rate discounts (attached and marked as Exhibit A) was posted at the following locations:

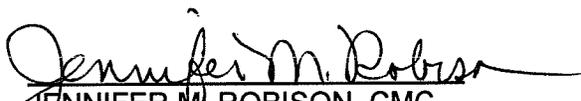
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

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

Executed on April 7, 2011, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: May 18, 2011

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, May 18, 2011**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Introduce an ordinance on economic incentive rate discounts.**

Information regarding this item may be obtained in the Electric Utility Department, 1331 South Ham Lane, Lodi, (209) 333-6762. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Jennifer M. Robison
for **Randi Johl**
City Clerk

Dated: April 6, 2011

Approved as to form:

D. Stephen Schwabauer
City Attorney



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Setting Wastewater Rates for Residential, Commercial and Industrial Customers

MEETING DATE: May 18, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider adopting resolution setting wastewater rates for residential, commercial and industrial customers.

BACKGROUND INFORMATION: On July 15, 2009, City Council approved wastewater rate increases of 25 percent effective July 16, 2009; 20 percent effective July 2010; 10 percent effective July 2011; and 5 percent effective July 2012. Also, the City Council approved an Engineering News Record – 20 Cities Average (ENR) based indexing of wastewater rates beginning with FY 2012/13. A Proposition 218 procedure was conducted that validated these actions.

Staff has regularly updated the Wastewater Utility Financial Plan with the assistance of the The Reed Consulting Group, Inc., of Sacramento. A copy of the current Financial Plan has been separately forwarded to the Council and is also attached as Exhibit A. The recommended rate adjustments in the Financial Plan are 5 percent beginning July 1, 2011 and 5 percent beginning July 1, 2012. The rates for this next year reflect a 5 percent increase that is substantially lower than the 10-percent increase approved by Council, and it includes an ENR-index adjustment of 3.60 percent.

Staff recommends the City Council adopt usage-based and flat monthly wastewater rates for residential and nonresidential customers as presented in Exhibit B that will become effective July 1, 2011. For residential customers paying a usage-based water bill (approximately 3,000), the wastewater usage-based monthly rate will be determined based upon their average monthly water usage from the previous December, January, and February. During the 2012 calendar year, comparative wastewater flat rate and usage-based rate information will be available to customers using the recommended wastewater usage-based rates. Actual billing for wastewater usage-based monthly rates will not begin for the 3,000 initially-billed customers until July 2012.

FISCAL IMPACT: Increased revenues to the wastewater utility are required to keep up with cost of service increases and new mandated costs.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments

cc: Steve Mann, Information Systems Manager
Charlie Swimley, Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

Exhibit A
City of Lodi -- Wastewater Utility
Financial Plan Summary

	FY 08-09 Actual	FY 09-10 Actual	FY 10-11 Estimate	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	
Overall Rate Increases -->		25%	12%	5%	5%	3%	3%	3%	
WASTEWATER OPERATING FUND (170)									
Beginning Balance	6,590,013	2,864,000	3,473,455	4,008,000	4,851,000	5,195,200	5,154,600	4,226,200	
Revenues									
Wastewater Sales	6,686,530	11,513,389	12,675,233	13,309,000	13,974,000	14,421,000	14,912,000	15,434,000	
Infrastructure Replacement	2,589,687	-	-	-	-	-	-	-	
Interest Earnings	(87,826)	20,156	37,000	68,000	107,000	142,000	170,000	165,000	
Other Revenues	1,059,429	145,451	473,159	178,900	184,600	190,300	196,100	201,900	
Transfer In for Debt Service (172)			-	-	151,371	57,000	68,000	79,000	
Transfer In for Debt Service (173)	1,146,961	1,792,000	1,792,000	1,793,000	117,000	73,000	-	186,000	
Transfer From/(To) RSF (174)	-	(250,000)	(250,000)	-	-	-	-	-	
Total Revenues	11,394,781	13,220,996	14,727,392	15,348,900	14,533,971	14,883,300	15,346,100	16,065,900	
Expenditures									
Transfer Out to Gen'l Fund (COS)	1,451,478	1,451,478	1,451,478	1,495,000	1,540,000	1,586,000	1,634,000	1,683,000	
Transfer Out to WW Cap Outlay (171)	3,663,187	196,202	1,000,000	1,000,000	1,000,000	1,500,000	2,500,000	2,500,000	
Transfer Out To WW Cap. Rsrv. (172)	-	750,000	750,000	750,000	106,371	-	-	-	
Administration & Other	1,008,682	895,607	1,086,750	1,126,900	1,169,400	1,213,900	1,258,500	1,305,100	
Plant Maintenance	3,709,041	3,504,683	4,588,716	4,774,000	4,966,000	5,165,000	5,373,000	5,590,000	
Sanitary System Maintenance	556,805	601,772	601,150	622,000	644,000	667,000	691,000	716,000	
Storm Drainage Maintenance	590,900	596,115	563,300	586,000	610,000	634,000	659,000	686,000	
Industrial System Maintenance	20,091	6,714	33,500	35,000	36,000	37,000	38,000	39,000	
2003 Wastewater COP Debt Service	382,647	382,733	381,000	379,000	381,000	377,000	378,000	378,000	
2004 Wastewater COP Debt Service	2,145,713	2,148,800	2,148,000	2,139,000	2,138,000	2,140,000	2,140,000	2,135,000	
2007 Wastewater COP Debt Service	1,592,250	1,588,050	1,589,000	1,599,000	1,599,000	1,604,000	1,603,000	1,607,000	
Total Expenditures	15,120,794	12,122,154	14,192,894	14,505,900	14,189,771	14,923,900	16,274,500	16,639,100	
Ending Balance	2,864,000	3,962,842	4,008,000	4,851,000	5,195,200	5,154,600	4,226,200	3,653,000	
Operating Reserve (25%)	2,864,000	2,794,000	3,111,000	3,189,000	3,271,000	3,356,000	3,444,000	3,535,000	25%
Available Balance	-	1,168,842	897,000	1,662,000	1,924,200	1,798,600	782,200	118,000	
DS Coverage (min. = 1.20)	0.90	1.19	1.85	1.26	1.42	1.43	1.55	1.65	
without COST	1.25	1.54	2.20	1.62	1.79	1.82	1.95	2.06	
WASTEWATER CAPITAL OUTLAY (171)									
Beginning Balance	2,199,738	5,035,749	5,006,641	4,198,018	2,171,018	2,528,018	14,018	496,018	
Revenues									
Transfer In (from 170-IRC)	2,589,687	196,202	1,000,000	1,000,000	1,000,000	1,500,000	2,500,000	2,500,000	
Transfer In (from 170-Deprec.)	1,073,500	-	-	-	-	-	-	-	
Investment Earnings	-	-	50,000	63,000	43,000	63,000	-	17,000	
Total Revenues	3,663,187	196,202	1,050,000	1,063,000	1,043,000	1,563,000	2,500,000	2,517,000	
Expenditures									

Exhibit A
City of Lodi -- Wastewater Utility
Financial Plan Summary

	FY 08-09 Actual	FY 09-10 Actual	FY 10-11 Estimate	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
Capital Projects	827,176	-	-	-	-	-	-	-
Compressor	-	13,859	-	-	-	-	-	-
Vacumm Truck Engine Repl	-	17,835	-	-	-	-	-	-
Replacement Vehicle 04-003	-	20,760	-	-	-	-	-	-
Replacement Vehicle 04-137	-	20,760	-	-	-	-	-	-
2010 Storm Imprv	-	2,831	283,358	-	-	-	-	-
Charleston Storm Drain Improvements	-	-	-	-	-	-	-	-
Shady Acres Storm Drain PS Improv.	-	-	-	-	-	-	-	-
Elm Street Storm Drain Improvements	-	-	-	-	-	-	-	-
Misc. System Relocations	-	8,095	35,000	35,000	38,000	39,000	41,000	43,000
Misc. Wastewater Taps	-	11,196	40,000	40,000	43,000	45,000	47,000	49,000
Collect. System Capac. Enhanc. Projects	-	-	150,000	50,000	108,000	112,000	117,000	122,000
Wastewater Main Replac./Lining Proj.	-	560,946	100,000	2,080,000	108,000	2,250,000	117,000	2,433,000
Storm Drain Trash Handling System	-	-	-	200,000	-	-	-	-
Lift Sta. Remote Term. Unit Replac.	-	-	20,000	20,000	-	-	-	-
Vehicle Replac. (04-116) Boom Truck	-	-	50,000	-	-	-	-	-
Fats, Oils, and Grease Program	-	-	-	10,000	-	-	-	-
Compl. Studies - Cap Impr. & Rollover	-	-	60,000	-	-	-	-	-
Plant Maint. & Land Applic. Area Improv.	-	-	325,000	-	-	-	-	-
Replace 04-95 Vacuum Truck	-	-	340,000	-	-	-	-	-
Decommission Fleet Service Shop	-	-	17,500	-	-	-	-	-
Munic. Service Center PBX Replac.	-	877	38,000	-	-	-	-	-
Munic. Service Center Security Improv.	-	-	10,000	-	-	-	-	-
Munic. Service Center Parking Reconstr.	-	-	50,000	-	-	-	-	-
Munic. Service Center Modular Bldgs.	-	-	-	-	-	-	-	-
Lift Station Generator Replacements	-	-	100,000	-	108,000	-	-	-
Vehicles and Other Equipment	-	-	-	225,000	162,000	169,000	175,000	182,000
FOG Program and Reporting	-	-	-	-	-	-	-	-
Capacity Assurance Plan	-	-	-	-	-	-	-	-
White Slough Compliance Studies & Rpts	-	195,168	146,765	30,000	-	-	-	-
Plant Maint. & Land Applic. Area Improv.	-	-	-	370,000	-	-	-	-
Installation of CARB Filters	-	-	-	30,000	-	-	-	-
Pond Lining Project	-	-	-	-	-	1,350,000	1,404,000	-
Laser Alignment Tool	-	-	25,000	-	-	-	-	-
Shop Lathe	-	-	18,000	-	-	-	-	-
White Slough Roadway Improvements	-	-	-	-	-	-	-	-
Effluent Receiving Water Char. Study	-	-	-	-	-	-	-	-
Report of Waste Discharge	-	-	-	-	-	-	-	-
Fence Improvements/Repairs	-	-	-	-	-	-	-	-
Plant Security Enhancements	-	-	50,000	-	-	-	-	-

Exhibit A
City of Lodi -- Wastewater Utility
Financial Plan Summary

	FY 08-09 Actual	FY 09-10 Actual	FY 10-11 Estimate	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
Miscellaneous Reports	-	29,636	-	-	11,000	-	-	-
Future Projects	-	-	-	-	108,000	112,000	117,000	122,000
Total Expenditures	827,176	881,963	1,858,623	3,090,000	686,000	4,077,000	2,018,000	2,951,000
Ending Balance	5,035,749	4,350,000	4,198,018	2,171,018	2,528,018	14,018	496,018	62,018

	FY 08-09 Actual	FY 09-10 Actual	FY 10-11 Estimate	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
WASTEWATER CAPITAL RESERVE (172)								
Beginning Balance	4,067,267	5,393,000	5,882,016	5,887,732	2,270,732	2,270,732	2,270,732	2,270,732
Revenues								
Transfer In from 173	5,930,000	-	-	-	-	-	-	-
Transfer In from 170	-	750,000	750,000	750,000	106,371	-	-	-
Interest Earnings	342,845	258,992	59,000	88,000	45,000	57,000	68,000	79,000
Total Revenues	6,272,845	1,008,992	809,000	838,000	151,371	57,000	68,000	79,000
Expenditures								
Capital Projects	4,947,112	375,716	-	-	-	-	-	-
White Slough Solids Handling Facility	-	-	803,284	4,455,000	-	-	-	-
White Slough Sludge Thickening	-	-	-	-	-	-	-	-
Transfer Out to 170 (for DS)	-	-	-	-	151,371	57,000	68,000	79,000
Total Expenditures	4,947,112	375,716	803,284	4,455,000	151,371	57,000	68,000	79,000
Ending Balance	5,393,000	6,026,000	5,887,732	2,270,732	2,270,732	2,270,732	2,270,732	2,270,732
Restricted Debt Service Reserve	2,170,000	2,476,087	2,332,103	2,332,103	2,270,732	2,270,732	2,270,732	2,270,732
2007 COP Proceeds (w/ fiscal agent)	5,634,000	5,258,284	4,455,000	-	-	-	-	-
Cash Deficit (amt. owed for past DS)	(2,411,000)	(1,708,371)	(899,371)	(61,371)	-	-	-	-

IMF WASTEWATER FACILITIES (173)

Beginning Balance	9,025,263	2,011,000	796,125	1,792,697	116,697	72,697	(503,303)	185,697
Revenues								
Wastewater IMF	261,889	226,270	-	90,000	450,000	339,000	704,000	915,000
Wastewater IMF from PCE/TCE & WTP			2,880,572					
Interest Earnings	173,567	53,400	8,000	27,000	2,000	2,000	(15,000)	6,000
Total Revenues	435,456	279,670	2,888,572	117,000	452,000	341,000	689,000	921,000
Expenditures								
Transfer Out (to 170 for DS)	1,146,961	1,792,000	1,792,000	1,793,000	117,000	73,000	-	186,000

Exhibit A
City of Lodi -- Wastewater Utility
Financial Plan Summary

	FY 08-09 Actual	FY 09-10 Actual	FY 10-11 Estimate	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
Transfer Out (to 172 for past DS)	5,930,000	-	-	-	-	-	-	-
Capital Projects	372,758	-	-	-	-	-	-	-
Decommission Old Fleet Services Shop	-	5,059	-	-	-	-	-	-
Lift Station Generator Repl. (Peterson Park)	-	-	-	-	-	-	-	-
City-Wide IMF Program Update	-	-	100,000	-	-	-	-	-
MSC Space Planning & Facil. Eval. Study	-	-	-	-	-	-	-	-
WW Collect. Mstr. Plan (GP Expan. Areas)	-	-	-	-	-	-	-	-
MSC Facility Rehab/Expansion	-	-	-	-	379,000	844,000	-	-
Total Expenditures	7,449,719	1,797,059	1,892,000	1,793,000	496,000	917,000	-	186,000
Ending Balance	2,011,000	494,000	1,792,697	116,697	72,697	(503,303)	185,697	920,697
Owed Fund 170 for DS	-	-	-	4,000	1,684,000	3,411,000	5,211,000	6,827,000
WW Rate Stabilization Fund (174)								
Beginning Balance	-	-	250,000	500,000	500,000	500,000	500,000	500,000
Revenues								
Transfer In from 170	-	250,000	250,000	-	-	-	-	-
Total Revenues	-	250,000	250,000	-	-	-	-	-
Expenditures								
Transfer Out to 170	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-
Ending Balance	-	250,000	500,000	500,000	500,000	500,000	500,000	500,000
Aggregate End-of-Year Balance	15,304,000	15,083,000	16,386,000	9,909,000	10,567,000	7,436,000	7,679,000	7,406,000
Operating Reserve (25%)	2,864,000	2,794,000	3,111,000	3,189,000	3,271,000	3,356,000	3,444,000	3,535,000
Restricted DS Reserve	2,170,000	2,476,087	2,332,103	2,332,103	2,270,732	2,270,732	2,270,732	2,270,732
2007 COP Proceeds	5,634,000	5,258,284	4,455,000	-	-	-	-	-
Rate Stabilization Fund	-	250,000	500,000	500,000	500,000	500,000	500,000	500,000
Net Available for Capital Projects	4,636,000	4,304,629	5,987,897	3,887,897	4,525,268	1,309,268	1,464,268	1,100,268

Exhibit B
City of Lodi -- Wastewater Utility
Current and Proposed Wastewater Rates

	Current	July 2011
Residential		
Percent Increase		5
Flat Rates (\$/month)		
1 Bedroom	\$ 23.30	\$ 24.47
2 Bedroom	\$ 31.07	\$ 32.62
3 Bedroom	\$ 38.84	\$ 40.78
4 Bedroom	\$ 46.61	\$ 48.93
5 Bedroom	\$ 54.37	\$ 57.09
6 Bedroom	\$ 62.14	\$ 65.24
7 Bedroom	\$ 69.91	\$ 73.40
Usage-Based Rates		
Service Charge (\$/month)	\$ 21.22	\$ 22.28
Usage Charge (\$/CCF) (1)	\$ 2.41	\$ 2.53
Non-Residential (\$/month)		
Moderate Strength (per SSU)	\$ 31.07	\$ 32.62
High Strength		
Flow (per MG, annual basis)	\$ 3,145.95	\$ 3,303.25
BOD (per 1,000 lbs, annual basis)	\$ 519.16	\$ 545.12
SS (per 1,000 lbs, annual basis)	\$ 324.61	\$ 340.84
Grease Interceptor & Septic Holding Tank		
Waste within City Limits (per 1,000 gal.)	\$ 274.89	\$ 288.63
Septic (only) Holding Tank Waste		
Outside City Limits (per 1,000 gal.)	\$ 583.55	\$ 612.73
Disposal to Storm Drain System (per MG)	\$ 288.74	\$ 303.18

Notes:

(1) Winter water usage determined as average monthly usage from December through February.

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
SETTING WASTEWATER RATES FOR RESIDENTIAL,
COMMERCIAL AND INDUSTRIAL CUSTOMERS

=====

WHEREAS, Resolution No. 2009-100 approved wastewater rate increases of 25 percent effective July 2009; 20 percent effective July 2010; 10 percent effective July 2011; and five percent effective July 2012; and also approved an Engineering News Record – 20 Cities Average (ENR) based indexing of wastewater rates beginning with FY 2012/13. A Proposition 218 procedure was conducted that validated these actions; and

WHEREAS, staff has regularly updated the Wastewater Utility Financial Plan with the assistance of the The Reed Consulting Group, Inc., of Sacramento, and the recommended rate adjustments in the Financial Plan are five percent beginning July 2011 and five percent beginning July 2012; and

WHEREAS, the rates for current adjustment reflect a five percent increase that is substantially lower than the 10 percent increase approved by Council and includes an ENR-index adjustment of 3.60 percent; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve usage-based and flat rat monthly wastewater rates as outlined on Exhibit A attached with the effective date of the increase to be July 1, 2011.

Dated: May 18, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

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

RANDI JOHL
City Clerk

Exhibit A**City of Lodi -- Wastewater Utility****Current and Proposed Wastewater Rates**

	Current	July 2011
<i>Residential</i>		
<i>Percent Increase</i>		5
Flat Rates (\$/month)		
1 Bedroom	\$ 23.30	\$ 24.47
2 Bedroom	\$ 31.07	\$ 32.62
3 Bedroom	\$ 38.84	\$ 40.78
4 Bedroom	\$ 46.61	\$ 48.93
5 Bedroom	\$ 54.37	\$ 57.09
6 Bedroom	\$ 62.14	\$ 65.24
7 Bedroom	\$ 69.91	\$ 73.40
Usage-Based Rates		
Service Charge (\$/month)	\$ 21.22	\$ 22.28
Usage Charge (\$/CCF) (1)	\$ 2.41	\$ 2.53
<i>Non-Residential (\$/month)</i>		
Moderate Strength (per SSU)	\$ 31.07	\$ 32.62
High Strength		
Flow (per MG, annual basis)	\$ 3,145.95	\$ 3,303.25
BOD (per 1,000 lbs, annual basis)	\$ 519.16	\$ 545.12
SS (per 1,000 lbs, annual basis)	\$ 324.61	\$ 340.84
Grease Interceptor & Septic Holding Tank		
Waste within City Limits (per 1,000 gal.) Septic (only) Holding Tank Waste	\$ 274.89	\$ 288.63
Outside City Limits (per 1,000 gal.)	\$ 583.55	\$ 612.73
Disposal to Storm Drain System (per MG)	\$ 288.74	\$ 303.18

Notes:

(1) Winter water usage determined as average monthly usage from December through February.



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

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

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER RESOLUTION SETTING
WASTEWATER RATES FOR RESIDENTIAL, COMMERCIAL, AND
INDUSTRIAL CUSTOMERS**

PUBLISH DATE: SATURDAY, APRIL 9, 2011

LEGAL AD

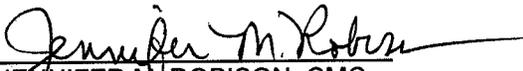
TEAR SHEETS WANTED: One (1) please

**SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052**

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, APRIL 7, 2011

**ORDERED BY: RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

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

Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
LNS _____ Phoned to confirm receipt of all pages at _____ (time) _____ CF _____ MB _____ JMR (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER RESOLUTION SETTING WASTEWATER RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

On Thursday, April 7, 2011, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider resolution setting wastewater rates for residential, commercial, and industrial customers (attached and marked as Exhibit A) was posted at the following locations:

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

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

Executed on April 7, 2011, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: May 18, 2011

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, May 18, 2011**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Resolution setting wastewater rates for residential, commercial, and industrial customers (as identified on the attached Exhibit A).**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at, or prior to, the public hearing.

By Order of the Lodi City Council:

Jennifer M. Robison
 for *Randi Johl*
 City Clerk

Dated: April 6, 2011

Approved as to form:

D. Stephen Schwabauer

D. Stephen Schwabauer
City Attorney

**City of Lodi -- Wastewater Utility
Current and Proposed Wastewater Rates**

	Current	July 2011
Residential		
Percent Increase		5
Flat Rates (\$/month)		
1 Bedroom	\$ 23.30	\$ 24.47
2 Bedroom	\$ 31.07	\$ 32.62
3 Bedroom	\$ 38.84	\$ 40.78
4 Bedroom	\$ 46.61	\$ 48.93
5 Bedroom	\$ 54.37	\$ 57.09
6 Bedroom	\$ 62.14	\$ 65.24
7 Bedroom	\$ 69.91	\$ 73.40
Usage-Based Rates		
Service Charge (\$/month)	\$ 21.22	\$ 22.28
Usage Charge (\$/CCF) (1)	\$ 2.41	\$ 2.53
Non-Residential (\$/month)		
Moderate Strength (per SSU)	\$ 31.07	\$ 32.62
High Strength		
Flow (per MG, annual basis)	\$ 3,145.95	\$ 3,303.25
BOD (per 1,000 lbs, annual basis)	\$ 519.16	\$ 545.12
SS (per 1,000 lbs, annual basis)	\$ 324.61	\$ 340.84
Grease Interceptor & Septic Holding Tank Waste within City Limits (per 1,000 gal.)	\$ 274.89	\$ 288.63
Septic (only) Holding Tank Waste Outside City Limits (per 1,000 gal.)	\$ 583.55	\$ 612.73
Disposal to Storm Drain System (per MG)	\$ 288.74	\$ 303.18

Notes:

(1) Winter water usage determined as average monthly usage from December through February.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Appointments to the Lodi Animal Advisory Commission, Greater Lodi Area Youth Commission ~ Adult Advisors, and Site Plan and Architectural Review Committee

MEETING DATE: May 18, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointments to the Lodi Animal Advisory Commission, Greater Lodi Area Youth Commission ~ Adult Advisors, and Site Plan and Architectural Review Committee.

BACKGROUND INFORMATION: Previously, the City Council directed the City Clerk to post for the vacancies and expiring terms on various boards and commissions. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments.

Lodi Animal Advisory Commission

Manuel J. Martin Term to expire December 31, 2013

NOTE: One applicant (one new application); posting 8/4/10, 10/20/10, 1/5/11; application deadline open until filled

Greater Lodi Area Youth Commission

Adult Advisors:

Nicole Grauman Term to expire May 31, 2014

Jaime Watts Term to expire May 31, 2014

NOTE: Two applicants (one seeking reappointment and one application on file); posting 3/2/11; application deadline 4/4/11

Site Plan and Architectural Review Committee

Keith Selleseth Term to expire January 1, 2012

NOTE: One applicant (one application on file); posting 3/2/11; application deadline 4/4/11

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Vacancies on the Personnel Board of Review

MEETING DATE: May 18, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for vacancies on the Personnel Board of Review.

BACKGROUND INFORMATION: The personnel system ordinance establishes the Personnel Board of Review to hear and determine employee appeals. In 2010, the City Council amended the ordinance to make Board decisions advisory to the City Manager and to expand the Board from three to five members. Pursuant to Lodi Municipal Code Section 2.44.090, applicants must be qualified electors of the City of Lodi. Government Code Section 54970 *et seq.* requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. Therefore, it is recommended that the City Council direct the City Clerk to post for all five vacancies with staggered terms of three and four years as shown below:

Personnel Board of Review

- Term to expire January 1, 2014
- Term to expire January 1, 2014
- Term to expire January 1, 2014
- Term to expire January 1, 2015
- Term to expire January 1, 2015

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Introduce Ordinance Prezoning South Hutchins Annexation Project

MEETING DATE: May 18, 2011

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Introduce Ordinance Prezoning South Hutchins Annexation Project

BACKGROUND INFORMATION: On March 9, 2011, the Planning Commission held a public meeting to consider the certification of the South Hutchins Annexation Mitigated Negative Declaration, and the multiple entitlements related to the project. At that meeting, the Commission heard a presentation based on the staff report for these items; asked questions of staff, the applicant, and the general public; heard public testimony in support and in opposition to these items; closed the public hearing, and based on the record as whole voted (5-1) to recommend to the City Council to:

1. Certify the Mitigated Negative Declaration, adopt the proposed Mitigation Monitoring and Reporting Program; and
2. Adopt a resolution of application to the San Joaquin Local Agency Formation Commission (LAFCO) to annex approximately 30 acres of property located on the southwest corner of West Lane and Harney Lane to the City of Lodi, and simultaneously detach the property from the Woodbridge Fire Protection District; and
3. Approve a prezoning designation of Planned Development 43 (PD-43) for the project.

The Commission also reviewed and approved an application for a Vesting Tentative Map and development plans for the annexation project.

The City Council held a noticed public hearing approving the Planning Commission's actions on April 20, 2011. Following that public hearing, Council now needs to introduce and adopt the Ordinance prezoning the property to complete the project.

Project Summary

The Project site is located adjacent to the City's southern boundary and consists of one parcel covering a total of approximately 30 acres (Assessors Parcel Number 058-100-03). The 30-acre Project site is bound by Harney Lane to the north, West Lane to the east, and agricultural fields to the south and west. The Project's southern boundary lies approximately 1,025 feet to the south of Harney Lane while the Project's western boundary lies about 1,230 feet to the west of the West Lane. While the project site is located outside the City of Lodi's jurisdictional boundary, it is within the City's Sphere of Influence. The City's current General Plan designates the project site as Commercial and it is within Phase I of annexation priority map.

The proposed project would permit the development of a mix of retail and office uses including the entire infrastructure needed to support future development of the site. Implementation of the

APPROVED: _____
Konradt Bartlam, City Manager

proposed Project would result in the development of up to 103,350 square feet of commercial/retail use, including a 5,000-square-foot bank, 6,400-square-feet of restaurant space, and 179,200-square-feet of office space, including a 68,000-square-foot medical office building with a laboratory (3,000 square feet). The proposed Project would also provide a total of 1,501 parking spaces, 147 more parking spaces than is required by the parking regulations set forth in the Lodi Municipal Code.

Prezoning/Zoning

Pursuant to State regulations, annexing cities are required to prezone land prior to annexation. Upon annexation, the annexing city's zoning designation would supersede the county's zoning designation and subsequent development of the annexed area would be subject to the development standards and regulation of the annexing city. Further, in accordance with State law, zoning designations must be consistent with annexing City's General Plan designations. The South Hutchins Annexation project includes a request for a prezoning designation to change the zone from the County zone of AG-40 to a City zoning designation.

In accordance with City standards and requirements, staff proposes a Planned Development -43 (PD) Zoning designation for the South Hutchins Annexation Project. The proposed PD Zone would be consistent with the existing General Plan designation of Planned Residential Reserve (PRR) and the proposed General Plan designation of Planned Residential, Office and Neighborhood Community Commercial. The following provides a brief description of the PD Zone and the components of the Development Plan:

A. Intent and Requirements for a PD Zone

A PD zone is intended to allow deviations from standard zoning requirements in an effort to create a development pattern specifically designed for a project site that allows a more desirable and efficient use of land. In accordance with Municipal Code Section 17.33, a PD zone is intended to accommodate various types of development, including residential developments, public, quasi-public, commercial, retail, office, schools, and open space.

B. Discussion of Proposed PD Zone

As discussed above, a PD zone allows flexibility from the standard zoning regulations. The Project will include a variety of land uses, including commercial/retail, and office. Each increment of development will be subject to the review and approval of a Development Plan (see discussion below) that sets forth the proposed development standards for each increment of development. It is expected that these precise plans will incorporate development standards and design features common to previously approved projects of a similar nature in nearby or adjoining areas.

C. Discussion of Proposed Development Plan

Prior to the approval of any PD zone, a Program/Project Level Development Plan must be reviewed and recommended for approval by the Planning Commission. Once approved, the project site must be developed in accordance with the general policies of said development plan. Thus far, the applicant has submitted development plans depicting proposed layout and development phases. Fully built-out plans illustrate the following land uses: a retail center, a restaurant, medical/professional office uses and associated parking and other infrastructures. Implementation of the proposed Project would result in the development of up to 103,350 square feet of commercial/retail use, including a 5,000 square foot bank, 6,400 square feet of restaurant space, and 179,200 square feet of office space, including a 68,000 square foot medical office building with a laboratory (3,000 square feet).

Phase I Development subdivides the single 30-acre parcel into nine various sized lots for the development of the proposed project and development of one of the parcels for medical use. The applicant has submitted a Vesting Map application. Public infrastructure improvements covered by this Vesting Tentative Parcel Map application include installation of street frontages along the southern and western boundaries, dedication for widening of Harney Lane; installation of bicycle and pedestrian path of travel and utilities necessary to provide service to the site. The project includes onsite retention basin, onsite parking and landscaping including the area around the site perimeter designated for drainage. As conditioned, the Vesting Tentative Map application can be found consistent with the City's General Plan and other applicable City plans and policies. Therefore, staff is recommending approval of the entitlements now before the Planning Commission as a recommendation to the City Council.

Phase I also involves construction of a three-story 65,000-square-foot medical office building with an associated lab of 3,000-square-foot on a 5.88-acre parcel. It includes 453 parking spaces onsite, which exceeds city requirements by 113 spaces, landscaping, street access from Harney Lane and a new road located on the southern boundary of the project site. The site plan and building design are conditioned to meet minimum mandatory requirements for nonresidential California Green Building Standards Code for planning and design, energy efficiency, water efficiency and conservation, material conservation, and resource efficiency. The City's Green Building Standards also require onsite bicycle parking, and permanent parking designations for low-emitting fuel efficient vehicles and carpool/van pool vehicles. The Planning Commission reviewed and conditionally approved the development plan on its meeting of March 9, 2011.

FISCAL IMPACT: Not Applicable

FUNDING AVAILABLE: Not Applicable

Konradt Bartlam
Community Development Director

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING THE
OFFICIAL DISTRICT MAP OF THE CITY OF LODI AND THEREBY
PREZONING THE PARCEL LOCATED AT 13333 NORTH WEST LANE
(APN 058-100-03) FROM AG-40 (COUNTY), TO PLANNED
DEVELOPMENT 43 (PD-43)

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

Section 1. The Official District Map of the City of Lodi adopted by Title 17 of the Lodi Municipal Code is hereby amended as follows:

The parcel located at 13333 North West Lane (APN 058-100-03), is hereby prezoned as follows:

30.0 acres – 13333 (APN 058-100-03) from AG-40 (County) to Planned Development 43, as shown on the Vicinity Map, on file in the office of the City Clerk.

Section 2. The alterations, changes, and amendments of said Official District Map of the City of Lodi herein set forth have been approved by the City Planning Commission and by the City Council of this City after public hearings held in conformance with provisions of Title 17 of the Lodi Municipal Code and the laws of the State of California applicable thereto.

Section 3 - No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4 - Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 6. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect thirty days from and after its passage and approval.

Approved this ____ day of _____, 2011

BOB JOHNSON
Mayor

Attest:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held May 18, 2011 and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held _____, 2011 by the following vote:

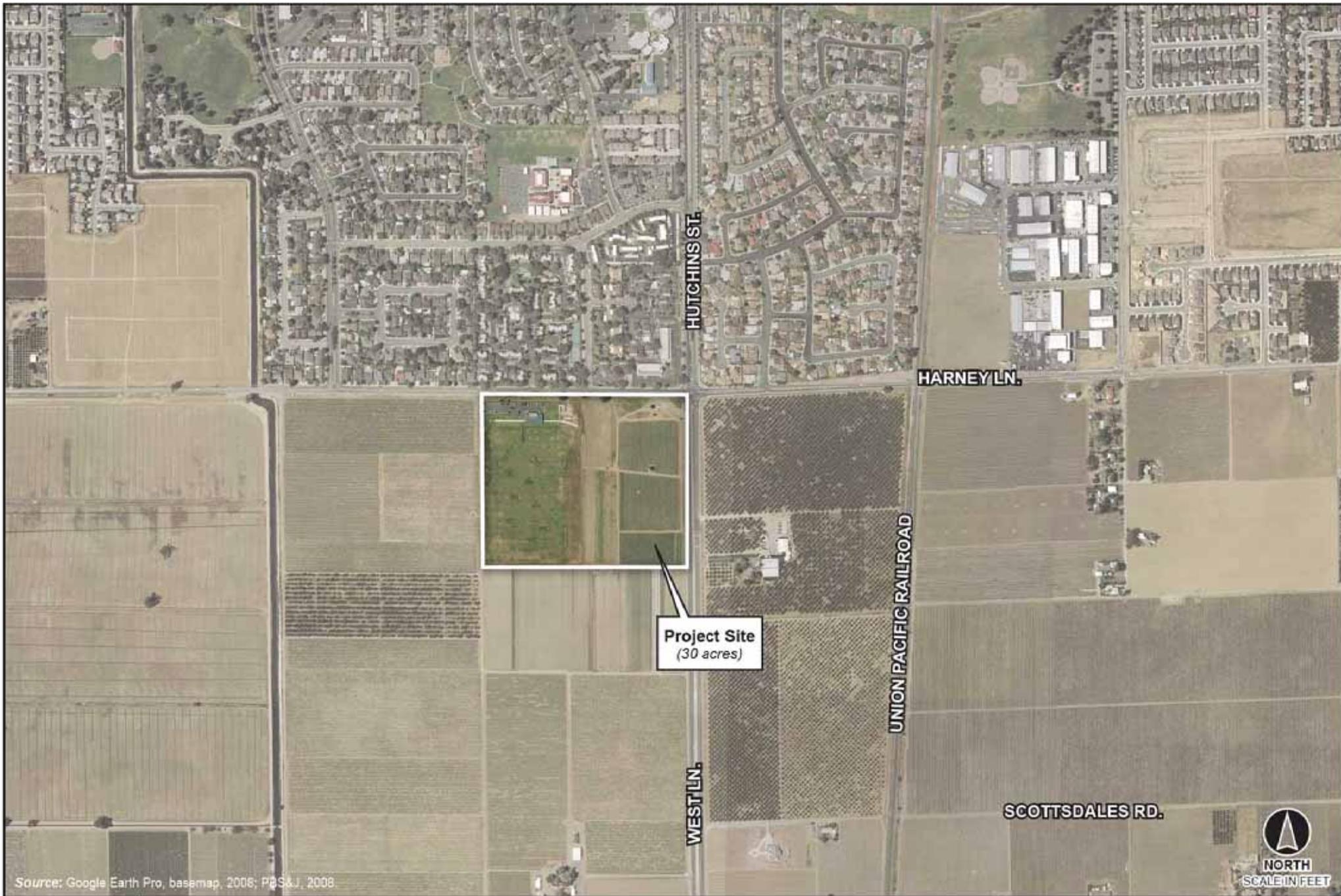
AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



Source: Google Earth Pro, basemap, 2006; P&S&J, 2008

FIGURE 2
Site Location



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager and Treasurer to Execute All Agreements Necessary to Award Contracts to Bank of the West for General Banking Services and to Bank of America for Lockbox Services

MEETING DATE: May 18, 2011

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager and Treasurer to execute all agreements necessary to award contracts to Bank of the West for General Banking Services and to Bank of America for Lockbox Services.

BACKGROUND INFORMATION: The City of Lodi has received banking services from a local banking institution, Farmers and Merchants Bank, for an extended period of time. While services have been adequate, the City desired to formalize the banking relationship in terms of a banking services agreement. City and bank staff attempted for approximately one year to obtain a banking services agreement, but were unable to develop an agreement that was satisfactory to both parties.

On February 3, 2011, the City issued a Request for Proposals for General Banking Services (RFP). The RFP was segregated into Mandatory Services and Optional Services. Mandatory Services represent the basic banking services that the City needs to operate (deposit services, checking, wire transfers, payroll and accounts for general liability, workers compensation and PCE/TCE clean-up). Optional Services include lockbox services, remote deposit capture, overnight sweep account, debit/credit card processing and a line of credit.

The City currently receives all of the Mandatory Services along with the Optional Services of Debit/Credit Card Processing and Line of Credit through Farmers and Merchants Bank, or through a third party in conjunction with the bank. Costs for these services for the year ended October 2010 totaled \$99,958. Extrapolating these costs over the next five years would yield a cost of \$499,750.

The City does not currently utilize an external lockbox, remote deposit capture services, or an overnight sweep account. All of the services proposed in the RFP are discussed separately below.

Mandatory Services are a package of services that will be awarded to a single vendor. The City can choose to award Optional Services to the same vendor as the Mandatory Services, to another vendor on an individual service basis, or could choose to not award the services.

APPROVED: _____
Konradt Bartlam, City Manager

The City received proposals from a total of seven vendors, five of whom provided proposals on Mandatory Services. Proposals were reviewed by a panel of five City staff. The results of the aggregate ratings are shown in the table below.

Ranking of Proposals

	Bank of America	Bank of Agriculture and Commerce	Bank of the West	Farmers and Merchants Bank	JP Morgan/ Chase	Process Pink	RT Lawrence
Mandatory Services	4	5	1	3	2		
Lockbox	3	4	2	*	5		1
Remote Deposit Capture	6	2	1	5	3	7	4
Overnight Sweep		1	4	3	2		
Debit/Credit Card Processing	5	4	2	6	1	7	3
Line of Credit		1	2	3			

*Bank did not initially submit a proposal for this item

After evaluating the proposals received, staff interviewed selected vendors regarding their proposals and performed reference checks.

Staff narrowed the proposals to three vendors for Mandatory Services and related Optional Services and two vendors for Lockbox Services. The total five-year service costs for the proposals considered are as follows:

	Bank of the West	F&M	JPMorgan/ Chase	RT Lawrence	Bank of America
Mandatory Services	\$101,524	\$218,155	\$174,615		
Lockbox				\$126,531	\$182,661
Remote Deposit Capture	\$12,144	\$27,600	\$23,616		
Debit/Credit Card Processing	\$22,032	\$38,054	\$26,268		
Line of Credit	\$0	\$0	\$0		
Total Cost-5 Year Contract	\$135,700	\$283,809	\$224,499	\$126,531	\$182,661

After reviewing the proposals and the results of the vendor interviews, staff believes it would be in the City's best interests to bundle the Mandatory Services, Remote Deposit Capture, Debit/Credit Card Processing and Line of Credit services with a single vendor. Staff is recommending that a contract for Mandatory Services and the Optional Services of Remote Deposit Capture, Debit/Credit Card Processing and Line of Credit be awarded to Bank of the West. Estimated costs for the five-year contract for the bundled services are \$135,700.

Staff recommends that Lockbox Services be awarded to Bank of America with a five-year cost estimated to be \$182,661.

Staff is recommending that Overnight Sweep Services not be awarded as this service did not fare well in the proposal process.

Total costs for banking services for the five-year contract period are estimated to be \$318,361 plus interchange fees associated with debit/credit card processing.

Mandatory Services

All five of the vendors proposing on Mandatory Services are capable of providing the services required by the City of Lodi.

Bank of the West was the top selection for Mandatory Services. Its proposal was the lowest cost proposal as well. Bank of the West has a local branch at the corner of Lodi Avenue and Church Street. This branch will be the local servicing branch. Bank of the West has a significant presence in the public agency market with over 440 public agency clients and more than \$1.1 billion of public agency deposits. Both Bauer Financial and Bankrate.com rate Bank of the West with three stars, on a five-star scale. Bank of the West has a "Satisfactory" Community Reinvestment Act rating.

Significant elements of the Bank of the West proposal include waiving FDIC charges for the term of the contract (potential savings of \$72,000 over the five-year term) and providing an Earnings Credit Rate floor of 0.85% for the term of the contract (City had requested a floor rate of 0.75%). Additionally, Bank of the West is offering a three-month service charge credit to the City and will accommodate the City's requirement for a separate collateral pool at no cost. References spoke very highly of the bank's customer service focus and simplicity of its technology.

Optional Services

Lockbox

Lockbox is a service whereby our customers mail their utility payments to a central location and the service provider processes the payments. We currently operate this service in-house with City staff. The City has aging equipment that will need significant upgrades or replacement in the very near future. The City is in the final year of vendor support for the current processing equipment. Replacement cost for the existing equipment is estimated to be a minimum of \$60,000 with ongoing annual maintenance costs exceeding \$10,000. Existing staff spends approximately four hours daily processing utility payments that are mailed to the City. Contracting out this process will relieve the City of a significant capital outlay as well as free customer service staff for other duties, such as working a customer service window, responding to customers over the phone or for back office reconciliation-type activities.

Staff recommends that Lockbox Services be awarded to Bank of America. The mailing address for our utility bills will be San Francisco, CA. The City will incur nominal one-time costs to reformat our billing stock and envelopes for the lockbox service. These costs will be offset by the savings associated with eliminating the current remittance processing equipment and maintenance agreement at the end of the 2011 calendar year. City cash flow will also be enhanced as the lockbox service will convert paper checks into electronic deposits. Electronic deposits clear through the banking system much faster and at a lower cost than paper checks.

While not the lowest-cost or highest-rated vendor proposing on these services, Bank of America presents a stable company with solid financials and appropriate levels of bonding and insurance to protect the City's interests. The lowest cost vendor for Lockbox Services, RT Lawrence, presents some challenges to the City regarding coverage for corporate malfeasance. RT Lawrence maintains a Crime Policy that covers up to \$500,000 for employee malfeasance. RT Lawrence does not carry a bond that would protect the City against corporate malfeasance. It is expected that the Lockbox operation will handle approximately \$200,000 of the City's money on a daily basis. Moreover, RT Lawrence's balance sheet does not reflect significant assets to meet any un-bonded claims. As such, staff is not recommending RT Lawrence for Lockbox Services. The proposal from Bank of America, the second-lowest cost proposal, is \$56,130 higher than RT Lawrence over the proposed five-year contract period.

Remote Deposit Capture

Remote Deposit Capture (RDC) is a banking service that allows for the conversion of a paper check into electronic media that can be passed through the banking system. RDC will speed up the deposit process by allowing electronic deposit of checks. Currently, checks received by the City are sent from outlying locations to Finance, processed by Finance and then sent by courier service to our bank for processing. This flow typically takes two or three days from the day the check is presented to City staff to the day it arrives at the bank. With RDC, checks presented at outlying locations and at Finance will be “deposited” electronically on the same day they are received. This will increase the City cash flow and reduce banking cost.

Staff is recommending that RDC services be awarded to Bank of the West, who is also recommended for award of Mandatory Services. Additionally, Bank of the West was also the highest ranked and lowest cost vendor for this service. While the City reserved the right to award these services independent of the award for Mandatory Services, the review committee believes that it is in the City’s best interests to bundle RDC services with the Mandatory Services.

RDC services are billed monthly based upon the volume processed. Additionally, costs of the equipment can be billed as a one-time cost or as a monthly cost. Estimated costs for the five-year term of the agreement are \$12,144.

Debit/Credit Card Processing

The City accepts a variety of debit and credit card products as a way for our customers to pay for fees and services. Pricing for processing is currently under the “Tiered or Category” pricing structure. All vendors proposed that the City pay for such services on an “interchange plus” fee basis. Interchange fees are fees that are set by the card issuers and charged to the merchants who accept the cards. The intermediary processor adds a percentage on to the interchange fees to cover its processing costs. The intermediary processor may also add additional per transaction fees, if it so choose.

Staff is recommending that Debit/Credit Card Processing services be awarded to Elavon, the firm that partnered with Bank of the West for this service. The Elavon/Bank of the West proposal was the lowest cost proposal for this service. While the City reserved the right to award these services independent of the award for Mandatory Services, the review committee believes that it is in the City’s best interests to bundle Debit/Credit Card Processing services with the Mandatory Services.

Key elements of the Elavon/Bank of the West proposal include the lowest rate of add-on percentage (10 basis points) and no per-transaction fees. By comparison, other vendors considered included up to a 19 basis point add-on rate and transaction fees up to \$0.07 per transaction. Debit/Credit Card Processing services are billed monthly. Estimated costs, excluding interchange fees, for the five-year term of the agreement are \$22,032.

Line of Credit

The City currently has a \$3 million line of credit to support working capital needs of the Electric Utility. This line of credit is provided at no cost to the City by our current bank. In the event the line of credit was drawn upon, the City would be required to secure the amount of the draw with a CD. Interest would be based upon the 30-day LIBOR rate plus 1.5 percent, with a minimum rate of 5.5 percent or a negotiated rate.

All respondents provided some form of facility with regard to a line of credit, however, most respondents conditioned the line of credit upon award of the Mandatory Services portion of the RFP. All respondents indicated that a line of credit would be subject to credit approval. Staff recommends that the City pursue a line of credit with Bank of the West, the vendor awarded the Mandatory Services. Staff will bring back to Council the actual line of credit for approval.

Overnight Sweep

An overnight sweep is an investment vehicle used to maximize interest earnings for idle City funds. City staff currently manages this type of a process manually by moving funds between accounts within our current bank or between our current bank and LAIF. A number of the vendors recommended that we not utilize a sweep account in the current interest rate environment. Staff concurs with this recommendation and is not recommending that we use a sweep account with any of the vendors. Staff will continue to maximize interest earnings with our current processes.

Summary

Staff evaluated all proposals on an equal basis and considered the impacts of moving our banking relationship away from our current provider. Staff recognizes the value of the long-term relationship we have enjoyed with Farmers and Merchants Bank and does not take lightly the recommendation to move to another vendor. However, our duty to be fiscally responsible stewards of the public funds, particularly in difficult economic times, guides our recommendation.

Awarding the contracts will begin a transition period between the awarded vendor and our current bank for the Mandatory Services and selected Optional Services. As we are not currently contracting for Lockbox Services, we will separately work with that vendor to transition the services from City-provided services to contracted services. All vendors were required to provide a conversion plan as part of their proposal. It is anticipated that conversion will be completed by July 1, 2011.

FISCAL IMPACT: The five-year combined cost of services recommended to be awarded is \$318,361. The recommendation includes adding Remote Deposit Capture and Lockbox services. Adding these additional services will allow existing staff to provide a higher level of customer service.

Current costs for Mandatory Services along with Debit/Credit Card Processing and a Line of Credit would be approximately \$499,750 for the next five years under our current operating model and does not include Remote Deposit Capture and Lockbox services. Projected savings by awarding the recommended contract for all services except Lockbox is \$364,050 over five years, as compared with our current provider, and includes the additional service of remote deposit capture.

FUNDING AVAILABLE: Annual appropriations will be included in each budget year to provide for the costs of banking services.

Jordan Ayers
Deputy City Manager

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
 AUTHORIZING THE CITY MANAGER AND TREASURER
 TO EXECUTE ALL AGREEMENTS NECESSARY TO
 AWARD CONTRACTS TO BANK OF THE WEST FOR
 GENERAL BANKING SERVICES AND TO BANK OF
 AMERICA FOR LOCKBOX SERVICES

WHEREAS, the City issued a Request for Proposals for General Banking Services on February 3, 2011, and

WHEREAS, said Request for Proposals allowed vendors to propose separately on Mandatory and Optional Services, and

WHEREAS, the City received proposals from the following vendors for the services noted in the table below:

	Mandatory Services	Lockbox	Remote Deposit Capture	Overnight Sweep	Debit/ Credit Card Processing	Line of Credit
Bank of America	X	X	X			
Bank of Agriculture and Commerce	X	X	X	X	X	X
Bank of the West	X	X	X	X	X	X
Farmers and Merchants Bank	X		X	X	X	X
JPMorgan/ Chase	X	X	X	X	X	X
Process Pink			X		X	
RT Lawrence		X	X		X	

WHEREAS, a team of City staff evaluated all proposals and interviewed selected vendors and performed reference checks on selected vendors, and

WHEREAS, staff believes it is in the City's best interest to award the combination of Mandatory Services along with Remote Deposit Capture, Debit/Credit Card Processing (through their partner firm, Elavon) and Line of Credit services to Bank of the West, and

WHEREAS, staff believes it is in the City's best interest to award Lockbox Services to Bank of America, and

WHEREAS, staff believes it is not in the City's best interests to award Overnight Sweep services at this time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager and Treasurer to execute all agreements necessary to award contracts to Bank of the West for General Banking Services (to include Mandatory Services, Remote Deposit Capture, Debit/Credit Card Processing (through their partner firm, Elavon), and Line of Credit Services as defined in the Request for Proposals) and to Bank of America for Lockbox Services.

Dated: May, 18, 2011

=====

I hereby certify that Resolution No. 2011-____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held May, 18, 2011, by the following votes:

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

RANDI JOHL
City Clerk