



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: June 17, 2009

Time: Closed Session 6:30 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

**Randi Johl**

**City Clerk**

**Telephone: (209) 333-6702**

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

**C-1 Call to Order / Roll Call**

**C-2 Announcement of Closed Session**

- a) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by James Gribaudo against City of Lodi Based on Personal Injury
- b) Threatened Litigation: Government Code §54956.9(b); One Case; Potential Suit by Sean Angoco against City of Lodi Based on Personal Injury

**C-3 Adjourn to Closed Session**

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

**C-4 Return to Open Session / Disclosure of Action**

**A. Call to Order / Roll call**

**B. Invocation** – Pastor Bill Cummins, Bear Creek Community Church

**C. Pledge of Allegiance**

**D. Presentations**

D-1 Awards – None

D-2 Proclamations – None

D-3 Presentations

- a) Presentation of Certificate of Recognition to A&W Restaurants Inc. for its 90<sup>th</sup> Anniversary
- b) Presentation of Resolution of Appreciation to Retiring Fire Chief Mike Pretz
- c) Recognition of the City of Lodi for Being Awarded Employer of the Year ~ Large Company by the San Joaquin Mayors' Committee for Employment of People with Disabilities

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

E-1 Receive Register of Claims in the Amount of \$5,117,873.48 (FIN)

E-2 Approve Minutes (CLK)

- a) May 20, 2009 (Regular Meeting)
- b) June 2, 2009 (Shirtsleeve Session)
- c) June 2, 2009 (Special Meeting)
- d) June 3, 2009 (Regular Meeting)
- e) June 9, 2009 (Shirtsleeve Session)
- f) June 10, 2009 (Special Meeting)

E-3 Report of Sale of Surplus Equipment (PW)

- Res. E-4 Adopt Resolution Awarding the Purchase of Troubleman Bucket Truck to Altec Industries Inc., of Dixon, California (\$84,715) (EUD)
- Res. E-5 Adopt Resolution Awarding Annual Contract for Curb, Gutter, and Sidewalk Replacement to Jeff Case Construction, of Galt (\$46,570) (PW)
- Res. E-6 Adopt Resolution Approving the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association for Use of Various Festival Ground Facilities (\$21,000) (PR)
- Res. E-7 Adopt Resolution Authorizing the City Manager to Execute an Agreement with the Boosters of Boys/Girls Sports Organization for Concession Operations (PR)
- Res. E-8 Adopt Resolution Approving a Second One-Year Extension of Tree Trimming 2007 Contract with West Coast Arborists, Inc., of Stockton (\$40,000) (PW)
- Res. E-9 Adopt Resolution Approving Contracts for Fiscal Year 2009-10 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,872) and Transit Facility Cleaning (\$38,456) (PW)
- Res. E-10 Adopt Resolution Authorizing the City Manager to Execute Task Order No. 2 for Wastewater Utility Financial Planning, Rate Setting, and Capacity Charge Study with The Reed Group, Inc., of Sacramento (\$48,100), and Appropriating Funds (\$60,000) (PW)
- Res. E-11 Adopt Resolution Authorizing the City Manager to Execute Master Professional Services Agreement and Task Order No. 1 of the City of Lodi Soil and Groundwater Remediation Projects with Stantec Consulting Corporation, fo Rancho Cordova (\$70,981) and Appropriating Funds (\$100,000) (PW)
- E-12 Approve Amendment Extending the Term of the Northeastern San Joaquin County Groundwater Banking Authority Joint Powers Agreement (PW)
- Res. E-13 Adopt Resolution Authorizing the City Manager to Execute a Master Confirmation Agreement with J.P. Morgan Ventures Energy Corporation (EUD)
- Res. E-14 Adopt Resolution Authorizing the City Manager to File Claim for the 2008-09 Transportation Development Act Funds in the Amount of \$2,839,686 from the Local Transportation Fund and \$82,648 from State Transit Assistance (PW)
- Res. E-15 Adopt Resolution Amending the City of Lodi Drug and Alcohol Testing Policy and Drug and Alcohol Testing Procedure in Accordance with the Federal Transit Administration Drug and Alcohol Program Requirements (CM)
- Res. E-16 Adopt Resolution Nominating Representative from the City of Stockton to the Special City Selection Committee for Appointment to the San Joaquin Valley Air Pollution Control District Governing Board (CLK)

**F. Comments by the Public on Non-Agenda Items**

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

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

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

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

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

**I. Public Hearings**

- Res. I-1 Public Hearing to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2009-10, and Ordering the Levy and Collection of Assessments (PW)

**J. Communications**

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

J-2 Appointments

- a) Appointments to the Library Board of Trustees: *Caitlin Casey*; Lodi Arts Commission: *Ben Burgess, Nancy Carey, Jennifer Walth*; Lodi Budget/Finance Committee: *Bill Russell, Louis Ponick, Steven Reeves*; Planning Commission: *Bill Cummins, Debbie Olson*; and San Joaquin County Commission on Aging: *Terri Whitmire*; and Direction to Post for Remaining Vacancies on the Library Board of Trustees and the Lodi Budget/Finance Committee (CLK)
- b) Post for One Vacancy on the Lodi Animal Advisory Commission (CLK)

J-3 Miscellaneous – None

**K. Regular Calendar**

Res. K-1 Adopt Resolution Authorizing the Harney Lane Alternative to Measure K Railroad Grade Separation Project (CD)

Res. K-2 Adopt Resolution Authorizing the City Manager to Allocate a Combined \$169,800 in Public Benefit Program Funds for Five Programs and Authorize the City Manager to Execute Contracts with Five Different Entities to Assist in Managing Programs (EUD)

Res. K-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Avenue Reconstruction Project and Adopt Resolution Approving Mitigated Negative Declaration 09-01 (PW)

K-4 Approve Legal Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$1,999.58) (CA)

K-5 Cancel July 1, 2009, Regular City Council Meeting (CLK)

**L. Ordinances** – None

**M. Adjournment**

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

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Randi Johl  
City Clerk



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Presentation of Certificate of Recognition to A&W Restaurants Inc. for its 90<sup>th</sup> Anniversary

**MEETING DATE:** June 17, 2009

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Mayor Hansen to present Certificate of Recognition to A&W Restaurants Inc. for its 90<sup>th</sup> Anniversary.

**BACKGROUND INFORMATION:** On June 20, A&W Restaurants Inc. will celebrate its 90<sup>th</sup> Anniversary of doing business in the City of Lodi. A&W, which was established in 1919, has the distinction of being this country's oldest franchise restaurant chain, which first began operating at a root beer stand at 13 W. Pine Street. Mayor Hansen will present a Certification of Recognition to Peter Knight with A&W Restaurants Inc. in celebration of its 90<sup>th</sup> Anniversary.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl  
City Clerk

RJ/JMP

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Presentation of Resolution of Appreciation to Retiring Fire Chief Mike Pretz  
**MEETING DATE:** June 17, 2009  
**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Mayor Hansen to present a Resolution of Appreciation to Retiring Fire Chief Mike Pretz.

**BACKGROUND INFORMATION:** Fire Chief Mike Pretz will be retiring from the City of Lodi after nine years of service to this community. Mayor Hansen will present a Resolution of Appreciation to Chief Pretz for his outstanding, dedicated service to the City of Lodi community.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

Randi Johl  
City Clerk

RJ/JMR

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APPROVED: \_\_\_\_\_  
Blair King, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Recognition of the City of Lodi for Being Awarded Employer of the Year ~ Large Company by the San Joaquin Mayors' Committee for Employment of People with Disabilities

**MEETING DATE:** June 17, 2009

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** None required.

**BACKGROUND INFORMATION:** Every year the San Joaquin Mayors' Committee for Employment of People with Disabilities recognizes businesses and organizations within San Joaquin County that employ people with disabilities. This year, the City of Lodi was selected as Employer of the Year ~ Large Company and received recognition from local Senate, Congress, and Assembly representatives and the City of Stockton.

Since 2000, the City of Lodi has contracted with United Cerebral Palsy (UCP) of San Joaquin, Amador, and Calaveras Counties to provide downtown cleaning and transit facility servicing. The partnership with UCP is of great benefit to the City in providing a safe and welcoming environment for those visiting our community. Armando Ayala, Program Manager with UCP, will be at the meeting of June 17 to recognize and thank the City of Lodi for utilizing the UCP Program as it provides meaningful work for the disabled.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

Randi Johl  
City Clerk

RJ/JMR

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



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## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Register of Claims Dated May 21, and May 28, 2009 in the Total Amount of \$5,117,873.48

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$5,117,873.48.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$5,117,873.48 dated 05/21/09, and 05/28/09. Also attached is Payroll in the amount of \$1,259,944.51.

**FISCAL IMPACT:** n/a

**FUNDING AVAILABLE:** As per attached report.

\_\_\_\_\_  
Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

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APPROVED: \_\_\_\_\_  
Blair King, City Manager

Accounts Payable  
Council Report

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Date - 06/02/09

As of Thursday	Fund	Name	Amount
05/21/09	00100	General Fund	420,530.32
	00123	Info Systems Replacement Fund	1,855.50
	00160	Electric Utility Fund	26,176.39
	00164	Public Benefits Fund	1,871.66
	00170	Waste Water Utility Fund	39,700.59
	00171	Waste Wtr Util-Capital Outlay	148,579.41
	00172	Waste Water Capital Reserve	1,481.80
	00180	Water Utility Fund	5,979.40
	00181	Water Utility-Capital Outlay	508.87
	00210	Library Fund	3,747.37
	00211	Library Capital Account	7,956.00-
	00260	Internal Service/Equip Maint	11,450.75
	00270	Employee Benefits	43,902.56
	00310	Worker's Comp Insurance	8,875.00
	00320	Street Fund	8,510.70
	00321	Gas Tax	13,867.53
	00325	Measure K Funds	11,530.97
	00340	Comm Dev Special Rev Fund	3,563.83
	00345	Community Center	824.40-
	00346	Recreation Fund	2,882.87
	01211	Capital Outlay/General Fund	7,917.23
	01212	Parks & Rec Capital	1,531.65
	01218	IMF General Facilities-Adm	2,610.00
	01250	Dial-a-Ride/Transportation	6,917.80
	01410	Expendable Trust	67,858.20
			-----
Sum			833,070.00
	00184	Water PCE-TCE-Settlements	252.00
	00190	Central Plume	43,335.66
			-----
Sum			43,587.66
			-----
Total for Week			
Sum			876,657.66

Accounts Payable  
Council Report

Page  
Date  
Amount

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- 06/02/09

As of Thursday	Fund	Name	Amount
05/28/09	00100	General Fund	652,090.68
	00130	Redevelopment Agency	2,385.00
	00160	Electric Utility Fund	3,327,352.98
	00161	Utility Outlay Reserve Fund	3,711.11
	00164	Public Benefits Fund	2,742.66
	00166	Solar Surcharge Fund	6,474.00
	00170	Waste Water Utility Fund	32,263.02
	00171	Waste Wtr Util-Capital Outlay	11.74
	00172	Waste Water Capital Reserve	12,606.82
	00180	Water Utility Fund	2,729.80
	00181	Water Utility-Capital Outlay	118.62
	00182	IMF Water Facilities	5,033.85
	00210	Library Fund	5,312.87
	00211	Library Capital Account	294.46
	00260	Internal Service/Equip Maint	16,101.55
	00270	Employee Benefits	642.50
	00300	General Liabilities	786.50
	00310	Worker's Comp Insurance	10,221.00
	00320	Street Fund	7,134.67
	00321	Gas Tax	2,250.77
	00325	Measure K Funds	60,213.41
	00340	Comm Dev Special Rev Fund	3,306.72
	00345	Community Center	9,443.16
	00346	Recreation Fund	3,686.97
	01211	Capital Outlay/General Fund	9,000.00
	01212	Parks & Rec Capital	2,598.45
	01218	IMF General Facilities-Adm	46,596.86
	01250	Dial-a-Ride/Transportation	5,950.71
	01410	Expendable Trust	4,613.55
			-----
Sum			4,235,674.43
	00190	Central Plume	5,541.39
			-----
Sum			5,541.39
			-----
Total for Week			
Sum			4,241,215.82

Council Report for Payroll

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	05/17/09	00100	General Fund	742,989.71
		00160	Electric Utility Fund	163,034.31
		00164	Public Benefits Fund	5,354.43
		00170	Waste Water Utility Fund	81,363.80
		00180	Water Utility Fund	1,563.36
		00210	Library Fund	33,806.52
		00235	LPD-Public Safety Prog AB 1913	2,008.40
		00260	Internal Service/Equip Maint	20,510.85
		00321	Gas Tax	51,374.96
		00340	Comm Dev Special Rev Fund	26,801.14
		00345	Community Center	28,863.08
		00346	Recreation Fund	49,736.54
		01250	Dial-a-Ride/Transportation	6,740.10
Pay Period Total:				
			Sum	1,214,147.20
Retiree	06/30/09	00100	General Fund	45,797.31
Pay Period Total:				
			Sum	45,797.31



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) May 20, 2009 (Regular Meeting)  
b) June 2, 2009 (Shirtsleeve Session)  
c) June 2, 2009 (Special Meeting)  
d) June 3, 2009 (Regular Meeting)  
e) June 9, 2009 (Shirtsleeve Session)  
f) June 10, 2009 (Special Meeting)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) May 20, 2009 (Regular Meeting)  
b) June 2, 2009 (Shirtsleeve Session)  
c) June 2, 2009 (Special Meeting)  
d) June 3, 2009 (Regular Meeting)  
e) June 9, 2009 (Shirtsleeve Session)  
f) June 10, 2009 (Special Meeting)

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

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

RJ/JMP

Attachments

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, MAY 20, 2009**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of May 20, 2009, was called to order by Mayor Hansen at 5:30 p.m.

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

Absent: None

Also Present: City Manager King, City Attorney Schwabauer, and Assistant City Clerk Perrin

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 and Conference with Larry Hansen (Labor Negotiator) Regarding City Council Appointees, Pursuant to Government Code §54957.6

b) Prospective Lease of a Portion of 218 West Pine Street and 211 Oak Street, Lodi; the Negotiating Parties are the City of Lodi, Odd Fellows Hall Association of Lodi, and Beckman Capitol Corporation for Placement of Environmental Cleanup Equipment; Price and Terms are under Negotiation; Government Code §54956.8

C-3 Adjourn to Closed Session

At 5:30 p.m., Mayor Hansen adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 6:30 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:02 p.m., Mayor Hansen reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Item C-2 (a) was discussion only.

In regard to Item C-2 (b), negotiating direction was given; no reportable action was taken.

A. Call to Order / Roll call

The Regular City Council meeting of May 20, 2009, was called to order by Mayor Hansen at 7:02 p.m.

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

Absent: None

Also Present: City Manager King, City Attorney Schwabauer, and Assistant City Clerk Perrin

B. Invocation - Chaplain Phil Orosco, Lodi Police Chaplains

C. Pledge of Allegiance

D. Presentations

D-1 Awards - None

D-2 Proclamations - None

D-3 Presentations

a) Presentation Regarding Youth Energy Summit (EUD)

Rob Lechner, Manager of Customer Service and Programs, gave a presentation regarding the Youth Energy Summit.

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

E-1 Receive Register of Claims in the Amount of \$4,719,354.82 (FIN)

Claims were approved in the amount of \$4,719,354.82.

E-2 Approve Minutes (CLK)

The minutes of May 5, 2009 (Shirtsleeve Session) and May 12, 2009 (Shirtsleeve Session) were approved as written.

E-3 Approve Specifications and Authorize Advertisement for Bids for 500 Tons of Asphalt Materials for Fiscal Year 2009-10 (PW)

Approved the specifications and authorized advertisement for bids for 500 tons of asphalt materials for fiscal year 2009-10.

E-4 Approve Specifications and Authorize Advertisement for Bids for Curb, Gutter, and Sidewalk Replacement Annual Contract for Fiscal Year 2009-10 (PW)

Approved the specifications and authorized advertisement for bids for curb, gutter, and sidewalk replacement annual contract for fiscal year 2009-10.

E-5 Approve Specifications and Advertisement for Bids for Annual Tree Trimming Contract

(Power Line Clearing) for Electric Utility Department (EUD)

Approved the specifications and authorized advertisement for bids for annual tree trimming contract (power line clearing) for Electric Utility Department.

E-6 Adopt Resolution Authorizing a Sole Source Procurement of Engineering Analysis Software from Milsoft Utility Solutions, Inc., of Abilene, TX (\$29,444.06) (EUD)

Adopted Resolution No. 2009-59 authorizing a sole source procurement of engineering analysis software from Milsoft Utility Solutions, Inc., of Abilene, TX, in the amount of \$29,444.06.

E-7 Adopt Resolution Accepting Improvements at 3021 South Cherokee Lane (Blue Shield) (PW)

Adopted Resolution No. 2009-60 accepting the improvements at 3021 South Cherokee Lane (Blue Shield).

E-8 Adopt Resolution Accepting Improvements at 2 East Tokay Street (PW)

Adopted Resolution No. 2009-61 accepting the improvements at 2 East Tokay Street.

E-9 Adopt Resolution Approving Application for CALFED Water Use Efficiency Grant Program from the United States Department of the Interior, Bureau of Reclamation (PW)

Adopted Resolution No. 2009-62 approving application for CALFED Water Use Efficiency Grant Program from the United States Department of the Interior, Bureau of Reclamation.

E-10 Approve Summer Transit Pass Program (PW)

Approved the Summer Transit Pass Program.

E-11 Adopt Resolution Accepting Fire Apparatus from the California Emergency Management Agency and Authorizing the City Manager to Execute the Contract (FD)

This item was pulled from the Consent Calendar by Council Member Johnson.

Council Member Johnson stated he was opposed to accepting the fire apparatus because of the State's conditions of acceptance, which include greater City participation in wildfire suppression efforts throughout the State, and because of the State's poor history in reimbursing City costs, particularly in light of the current financial crisis.

Mayor Hansen stated he would support the request as it would provide a fully equipped vehicle that the City could use as backup to support its older fleet. In addition, if the City responds to a State call, the wear and tear would be on the State's apparatus, rather than on City engines. He acknowledged that the State is slow in reimbursing costs; however, to date the City has received every dollar it has requested.

Council Member Hitchcock echoed some of Mayor Hansen's comments, adding that the City can withdraw from the program if it so chooses.

Council Member Hitchcock made a motion, second by Council Member Mounce, to adopt Resolution No. 2009-66 accepting fire apparatus from the California Emergency Management Agency and authorizing the City Manager to execute the contract.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Johnson

Absent: None

E-12 Adopt Resolution at the Request of the League of California Cities Declaring Fiscal Hardship Due to State's Ongoing Seizure of Local Property Tax Funds for the Educational Revenue Augmentation Fund and its Continued Adoption of Unfunded Mandates (CM)

Council Member Mounce pulled this item and introduced Steven Qualls, representative from the League of California Cities, who provided an update on the State budget and the need for this resolution opposing the State's ongoing seizure of funds from cities.

Steven Qualls reported that the Governor has proposed to take \$2 billion from State property taxes and 141 cities have either adopted a resolution in opposition or have agendized the matter for action. Cities are financially strapped and do not have the tools available to them like the State does. The League of California Cities has created a Website, which includes a link to the legislators, and it is asking individuals, businesses, and organizations to post videos and comments urging the State not to take these funds.

Council Member Mounce announced there will be a conference call with Senator Cogdill tomorrow at 11 a.m. and she urged her fellow Council Members to participate to communicate how this proposal would affect the budget for the City of Lodi.

Council Member Johnson strongly urged citizens to contact their legislators to let them know that this proposal would have a significant impact on the City of Lodi and its services. Mr. Qualls added that this proposal would amount to \$1.2 million for Lodi, and Mr. King stated this represents 8% of Lodi's property tax.

Council Member Mounce made a motion, second by Council Member Johnson, to adopt Resolution No. 2009-67 at the request of the League of California Cities declaring a fiscal hardship due to the State's ongoing seizure of local property tax funds for the Educational Revenue Augmentation Fund and its continued adoption of unfunded mandates.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

E-13 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 District No. 2003-1 for Fiscal Year 2009-10; and Set Public Hearing for June 17, 2009 (PW)

Adopted Resolution No. 2009-63 initiating proceedings for the levy and collection of assessments, Resolution No. 2009-64 approving the Annual Report, and Resolution No. 2009-65 declaring intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance District No. 2003-1 for fiscal year 2009-10; and set public hearing for June 17, 2009.

F. Comments by the Public on Non-Agenda Items

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

Steve Jarrett, Vice Chair of the Lodi Improvement Committee (LIC), read a prepared letter (filed) by LIC Chair Bob Takeuchi regarding the establishment of an Eastside Summit for the improvement and funding of the infrastructure, appearance, and private investment into Lodi's eastside and requesting the appointment of a City Council representative to work with LIC on this effort. Mr. Jarrett requested the matter be placed on a future Council agenda.

Suga Moriwaki distributed to Council a booklet prepared by the San Joaquin Historian regarding Lodi's Japantown and further provided a brief history of Lodi's Japanese community. Ms. Moriwaki requested that the City consider including an historical time line on its Website to include the diverse ethnic communities in Lodi, which have contributed greatly to the culture and economics of this City.

Louise Fassio distributed information regarding rebates for synthetic turf (filed) and urged Council to consider offering such a program in Lodi. In response to Mayor Hansen, Ms. Fassio confirmed that she is involved with the installation of synthetic turf and works for Valley Landscaping and Maintenance. To date, the company has completed four projects in Lodi.

Ann Cerney expressed concern regarding the suggestion of synthetic turf, stating that groundwater is recharged by seepage of rain from the water table and any covering that impedes that process should be taken into consideration.

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

Council Member Johnson commented on a recent meeting of the San Joaquin County Board of Supervisors, at which the Board discussed the allocation of Community Development Block Grant (CDBG) funds. Several disparaging comments were made about the City of Lodi and its decision to become an entitlement city, which puts the City outside of the County's control of CDBG funds, and he expressed disappointment in the implications that were made.

Council Member Mounce announced that the Greater Lodi Area Youth Commission will once again host Teen Lead, which helps foster leadership for young people in Lodi. She provided application packets to each Council Member and encouraged them to share the information. Anyone wishing to participate or be a sponsor was encouraged to contact the Lodi Youth Commission at 333-6800 x2424. Ms. Mounce further reminded Council that the upcoming League of California Cities meeting will be held on June 11 at Wine and Roses; guest speaker will be California State Controller John Chiang. Steven Qualls, League of California Cities representative, added that due to the generosity of local sponsors there will be no charge for dinner.

Council Member Hitchcock requested that the Council decision to install synthetic turf at the Grape Bowl be agendaized for reconsideration. Since the action was taken, she has received further information and feedback and is uncomfortable with the decision that was made. Ms. Hitchcock requested a more detailed report regarding synthetic turf be provided to Council to include cost, cost savings, and any controversy.

Mayor Hansen questioned whether reconsideration of this matter would affect the time line, to which Mr. King responded that the Americans with Disabilities Act improvements should occur in the next month and the new field installation would take place in late 2009 or early 2010. He stated staff will bring in experts to discuss the concerns as well as the costs, life-cycle costs, durability, level of activity, options, etc.

Council Member Mounce requested that staff also provide the pros and cons of the all-weather turf being used for playing fields (i.e. how it affects players, would the field be shut down in times of severe heat, carcinogens from the heated plastic going into the groundwater, etc.). She cited the State of New York, which established a moratorium on turf for playing fields for the entire state.

Mayor Hansen stated he had an opportunity to attend a briefing on a new program offered by Waste Management called "Waste Watch," which is a community service program that provides training to drivers to observe neighborhoods, similar to that of Neighborhood Watch. Mayor Hansen announced that he would adjourn tonight's meeting in memory of Bob Wheeler, former plant manager of General Mills, who passed away on May 16. Mr. Wheeler was a pillar of this community and worked very closely with the City of Lodi. The new Lodi Lake Boat House dedication will take place on Thursday, May 28 at 5:15 p.m. Mayor Hansen provided updates on his various committee meetings, including the San Joaquin Council of Governments, Project Delivery Subcommittee, and Executive Subcommittee, and reported on the I-205 lane widening and a possible lane widening project for 3.5 miles along Highway 99.

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

None.

I. Public Hearings

I-1 Public Hearing to Consider Adopting Urgency Ordinance to Extend Interim Ordinance No. 1822, an Uncodified Urgency Interim Ordinance to Establish a Moratorium on the Establishment and Operation of Medical Marijuana Dispensaries (CA)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Hansen called for the public hearing to consider adopting urgency ordinance to extend interim Ordinance No. 1822, an uncodified urgency interim ordinance to establish a moratorium on the establishment and operation of medical marijuana dispensaries.

City Attorney Schwabauer provided a brief report on the request to extend the moratorium on the establishment and operation of medical marijuana dispensaries.

Hearing Opened to the Public

Robin Rushing spoke in support of medical marijuana dispensaries, stating that marijuana is not bad and encouraging Council to look at the matter with compassion.

Bryan Laber stated he represents businesses and clients who travel outside of the area for medical marijuana and that their goal is to bring this to the valley, which would in turn help the local economy. Mr. Laber urged Council to carefully weigh the pros and cons and to move this process along as quickly as possible.

Mr. Schwabauer clarified that the action being requested is only to extend the moratorium. If Council does not continue the moratorium, it would expire and Council would not have the

opportunity to weigh in on the zoning, public health, and community issues.

An unidentified individual questioned how long this process would take, stating case law exists that allows for dispensaries.

Ann Cerney requested further clarification on the requested action to be taken by Council and stated that it was unreasonable to delay a decision when there are people with cancer in need of medical marijuana.

Mr. Schwabauer clarified that the action tonight would not deny patients who are entitled to use medical marijuana. This issue concerns dispensaries, collectives, and cooperatives and where they might locate in the community (i.e. near a school, day care center, etc.), which has yet to be determined by Council. Mayor Hansen stated this action would extend the moratorium another 10 months and 15 days, and Mr. Schwabauer added that it is possible staff could come back sooner with a proposed ordinance.

Public Portion of Hearing Closed

Council Member Mounce asked if the Planning Commission would address the zoning issues, to which Mr. Schwabauer responded that the first step is to research the law on dispensaries and weigh in with an opinion, after which the matter would be forwarded to the Planning Commission.

Council Member Johnson made a motion, second by Council Member Hitchcock, to adopt urgency Ordinance No. 1823 to extend interim Ordinance No. 1822, an uncodified urgency interim ordinance to establish a moratorium on the establishment and operation of medical marijuana dispensaries.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Communications

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

J-2 Appointments

a) Post for One Vacancy on the Greater Lodi Area Youth Commission (Adult Advisor) (CLK)

Council Member Hitchcock made a motion, second by Council Member Mounce, to direct the City Clerk to post for the following vacancy:

Greater Lodi Area Youth Commission (Adult Advisor)

Imtiaz (Roger) Khan, term to expire May 31, 2010

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J-3 Miscellaneous

a) Monthly Protocol Account Report (CLK)

Council Member Johnson made a motion, second by Council Member Mounce, to approve the cumulative Monthly Protocol Account Report through April 30, 2009.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

Recess

At 8:25 p.m., Mayor Hansen called for a recess, and the City Council meeting reconvened at 8:38 p.m.

K. Regular Calendar

K-1 Consider Waiving CPI Increase for Water Fund for Fiscal Year 2009/10 and/or Amend Water Rate Schedule as Approved on April 16, 2008 (PW)

City Manager King introduced the subject matter, stating that staff is recommending no change to the water rate schedule this year; however, Council does have the ability to adjust the rates downward if it so chooses.

Public Works Director Wally Sandelin provided a PowerPoint presentation (filed) regarding the water rate schedule. Specific topics of discussion included recommended action of waiving the Consumer Price Index (CPI) increase, alternatives, water fund operations cash flow summary, water funds cash balances, and history. Mr. Sandelin pointed out that raising the rates with a CPI adjustment would trigger a Proposition 218 procedure as it would be the sixth year, which is one year beyond the time frame provided for indexing of utility rates. There are a number of projects yet to be completed, including replacement of 500,000 feet of six-inch diameter water pipes, installation of 14,000 water meters, and PCE/TCE cleanup, and the estimates for these projects are still conjecture. There will be two changes in how customers are billed: in January 2010, comparative information on water usage rate as compared to flat rate will be provided and in 2011, rates will be collected based on usage and the flat rate will disappear.

Mayor Hansen questioned if this change in billing is for customers who have meters, to which Mr. Sandelin replied in the affirmative. He further stated that it is possible to see a decline in revenue as this change may encourage greater water conservation. The same type of billing change may also be proposed for the wastewater utility, which would be tied to the water bill and be usage based.

Council Member Hitchcock commented that staff previously reported that the proposed \$35 million surface water treatment facility could be paid for without raising water rates. She suggested that the rate be reduced even further than the CPI to include the amount needed to pay for the facility and she questioned what the rate reduction would be.

Mr. Sandelin clarified that staff had reported that it would need to return to Council to address a substantial number of unknowns, including how to install and schedule the 14,000 water meters

and how to implement the infrastructure replacement program, as well as the anticipated approval from the State on the cleanup program for PCE/TCE. Because of these unknown factors, he believed it would not be prudent to make adjustments in the water rate, regardless of the surface water treatment facility.

Council Member Hitchcock expressed support for reducing the water rate in order to offset the proposed 60% increase in wastewater rates.

In response to Council Member Johnson, Mr. Sandelin stated that the water meter installation proposal is for customers to pay for the water meter box (approximately \$300) and the City would pay the remainder.

Council Member Mounce agreed with Ms. Hitchcock, stating that if the City has the ability to lower rates it should do so, particularly in light of the poor economy and the proposed wastewater rate increase.

In response to Mayor Hansen, Mr. Sandelin stated that, with regard to PCE/TCE cleanup, the first facilities will go into operation this year for groundwater monitoring, the State should approve the program in two years, and the length of the cleanup will depend on the concentrations of PCE/TCE in the groundwater and its reaction to the treatment structures.

Council Member Mounce stated that the issue of whether enough money has been collected to replace the infrastructure on the east side needs to be vetted thoroughly and that she would support waiving the CPI for this period; however, she would like the matter brought back to Council when it hears the issue relating to the wastewater fees. She stated there needs to be a model that would provide enough funding for meters, infrastructure, PCE/TCE cleanup, and ongoing maintenance, that the City needs to find a way to withdraw from the Woodbridge Irrigation District (WID) water agreement, and that none of the questions have been answered regarding the surface water treatment plant.

Council Member Hitchcock stated that citizens need to see why the City has collected the money, how much has been collected, what it was actually used for, and how much will be refunded. The Council approved a policy setting forth what citizens would pay for, and, until it is reversed, the City needs to follow through with its policy. Ms. Hitchcock stated the City should decrease the rate, gather the facts relating to the PCE/TCE cleanup, inform the citizens, and then build the treatment facility as a separate issue with any associated rate increase made public.

Council Member Johnson expressed opposition to suggestions of reversing actions taken by this and previous Councils and stated that instead there may be ways to fine-tune certain issues.

Mayor Pro Tempore Katakian suggested not accelerating the schedule for water meter installations.

Council Member Hitchcock concurred that the WID agreement decision would be difficult to reverse; however, she believed it could be revisited to determine if the water could be used for discharge.

Mayor Hansen stated that the decisions to purchase water from WID and to build the surface water treatment facility were sound decisions based on expert testimony and he was not interested in revisiting the matters. He also was not in favor of slowing down the process for water meters as the water supply continues to be over drafted. Mayor Hansen expressed concern about reducing the rate in light of the unknowns, especially if the City were forced to return with an increase, and stated he would support waiving the CPI water increase for 2009.

Council Member Hitchcock stated her debate is that new development should pay for the treatment plant and not rate payers. The City has been over collecting for PCE/TCE and infrastructure and if the City is going to utilize that to pay for the facility, rather than refund rate payers and offset the wastewater rate increase, it should be transparent about it.

Mayor Hansen pointed out that it is still unknown whether the City has over collected or not because there are only cost assumptions tied to each of the various programs. He believed staff should be given an opportunity to pull together the costs for capital, infrastructure, water meters, PCE/TCE cleanup, and the treatment facility in order to analyze the various options.

Council Member Mounce agreed that the water meter installation program could be slowed down and stated that there is no rush to complete the treatment facility as many of the issues still need to be determined.

Mayor Pro Tempore Katzakian pointed out that the PCE/TCE rate will sunset in 2014 and stated that a 30-year bond may not equate to a severe rate increase.

Mr. King stated that there has been no discussion about how to finance the facility, the costs are unknown, there are challenges associated with financing and having new development pay its fair share, and a Community Facilities District may assist in paying for the capital portion which staff is continuing to research.

Council Member Hitchcock indicated she would support waiving the CPI at this time; however, she stated that the issue of the various costs and possible over collection should be resolved as quickly as possible and that, once the facts are known, staff return to Council with an agenda item to reduce the rates.

In response to Mayor Hansen, Mr. Sandelin stated that he anticipates another 12 to 16 months before the Regional Board approves a remedial action plan for the PCE/TCE cleanup.

Mayor Hansen made a motion, second by Council Member Johnson, to waive the CPI increase for the water fund for fiscal year 2009-10 and maintain the water rate schedule as approved on April 16, 2008.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

K-2 Approval to Use the Grape Bowl Outside of Council-Approved Restrictions for a Concert (COM)

Interim Community Development Director James Rodems introduced the subject matter, explaining that the request is for Council to approve a one-time use of the Grape Bowl for a concert venue.

In response to Council Member Mounce, Mr. Rodems estimated that the ticket price would be \$30, the age range of concert-goers would be 30+, and the music would be categorized as classic rock.

In response to Council Member Hitchcock, Mr. Rodems stated that concerts in excess of 75 to 90 decibels are not recommended and the volume would not be at that level for area neighbors due

to the distance, but because this is the first concert, readings would be taken in order to collect data on what the effect is. Regardless, the concert would be limited to the City noise restrictions. Mr. Rodems estimated an attendance of 4,000 people and anticipated that parking would be similar to that of a rivalry football game.

Council Member Hitchcock expressed concern with approving this request as very little information is known, i.e. who is giving the concert, what the revenue would be, how it would impact the neighborhood, etc.

Mr. Rodems stated that staff is unable to move forward with negotiation of a rental contract with the promoter until Council approves the one-time use of the Grape Bowl. This one-time use would allow staff to study the ramifications and create a policy for future use.

Council Member Mounce stated she is willing to try a one-time use in order to determine if it is feasible; however, she stressed that the surrounding neighbors be notified about the concert.

Mayor Pro Tempore Katzakian expressed support for use of the Grape Bowl for this type of venue.

Council Member Johnson also expressed support for this request, stating that the City needs to use the facility in order to recapture its investment and this is a great start.

Council Member Johnson made a motion, second by Mayor Pro Tempore Katzakian, to approve use of the Grape Bowl outside of Council-approved restrictions for a concert, without the prohibition of a one-time use.

Council Member Hitchcock stated she would only support a one-time use until it is known how a venue of this nature would affect the residents in the area.

Council Member Hitchcock made a motion, second by Council Member Mounce, to amend the above motion to make the approval subject to a one-time use.

VOTE:

The motion to amend the original motion carried by the following vote:

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

Noes: Council Members - Council Member Johnson

Absent: Council Members - None

Robin Rushing spoke in support of the request, stating that a concert would generate revenue for the City.

VOTE:

The motion to approve the amended motion approving use of the Grape Bowl outside of Council-approved restrictions for a concert for a one-time use carried by the following vote:

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

Noes: Council Members - Council Member Johnson

Absent: Council Members - None

K-3 Receive and Review the Draft Fiscal Year 2009/2010 Financial Plan and Budget (CM)

Due to the large number of audience members who were present to discuss the Downtown Lodi Business Partnership (DLBP) funding in the proposed 2009-10 budget, Council opted to hear this

issue prior to the departmental budget presentations.

City Manager King distributed and reviewed his memorandum (filed) explaining the rationale behind his recommendation to not fund the DLBP in the 2009-10 budget. The two primary reasons are the management practices of DLBP and because its cost of staff and overhead are disproportionate to its direct cost of services. As an alternative, Council could reduce the funding by an amount equal to other economic development activities, or less, or provide funding on a one-year probationary basis.

In response to Council Member Hitchcock, Mr. King summarized the funding recommendations for the other groups: \$78,000 for Visit Lodi; \$29,000 for the San Joaquin Partnership; \$1,500 for the Lodi District Chamber of Commerce; \$21,000 for the San Joaquin Enterprise Zone; \$42,000 for the arts grants; \$16,000 for fireworks; and \$50,000 to United Cerebral Palsy for the downtown cleanup program.

Council Member Hitchcock expressed support for DLBP and all that it has accomplished in the downtown area and stated she would not support cutting its funding entirely.

Council Member Mounce agreed with Ms. Hitchcock's comments, stating that it is unfair to cut its funding without notice and that a reduction would give DLBP an opportunity to prepare for and budget accordingly.

Jaime Watts, Executive Director of DLBP, clarified that she did not request early receipt of its quarterly funding payment and stated that she collected signatures from over 100 businesses downtown requesting the City continue to fund the organization. The City of Lodi is part of this partnership, and she would like to see this relationship remain. The DLBP is prepared for a reduction in funding, but not a 100% cut. Without the City's contribution, many of the programs that give downtown Lodi its charm would not continue.

In response to Mayor Hansen, Ms. Watts confirmed that DLBP has a cash flow problem and that the organization is trying to resolve the issue. In December, she met with Mr. King to discuss his recommendations and he advised that DLBP create a reserve. This suggestion was brought before the board, and it has decided to host a golf tournament, of which 25% of the proceeds will go toward its reserve. Ms. Watts explained that funds from the assessments are received in January, which has to hold the organization over until funding from the Farmers' Market is received in June. Additionally, DLBP created an economic development committee, which is charged with creating a formal business plan, and she hopes to return to Council in the next three to four months to present the plan.

Discussion ensued between Mayor Hansen and Ms. Watts regarding the assessments, when they are billed and received, whether the funds from the assessments are flat or if they fluctuate, high turn over and closure of businesses, and challenges in collecting assessments. Mr. King added that one of the difficulties in budgeting for the assessments is that banks have the ability to opt out of the assessment. Deputy City Manager Jordan Ayers stated that current assessments amount to approximately \$44,000 for 250 to 300 businesses.

Mayor Pro Tempore Katzakian stated he supports DLBP and suggested that the City's payments to DLBP be adjusted so there are no lulls in cash flow.

In response to Council Member Johnson, Ms. Watts stated that she works with the City on keeping the database current, is in constant communication regarding the mailing and collection of assessments, and she calls businesses with reminders if they are delinquent on their payments.

Discussion ensued among Mayor Hansen, Council Member Johnson, and Ms. Watts regarding cost cutting measures, revenue-generating versus non-revenue-generating programs, services it provides for various events, description of expenses listed in the DLBP budget under "downtown revitalization/beautification" and "marketing," current staffing level, contract labor for various events, and personnel costs. Mr. King pointed out that DLBP's payroll costs equal the full amount of the City's contribution and the assessments and he believed the organization was top heavy.

Council Member Mounce stated that the City does not scrutinize Visit Lodi's financial statements to this degree and believed the issues were whether the City is a partner and to what degree can it afford to participate.

Council Member Hitchcock agreed that, compared to the entire budget, the salaries seem out of proportion; however, DLBP has accomplished quite a lot and sponsored many activities with only 1.5 staff members.

Council Member Johnson countered that the City is not scrutinizing Visit Lodi because it has not had controversy over how efficiently its organization is being run and organized. This is a question of confidence on how the City's contribution is being managed by DLBP.

In response to Council Member Mounce, Mr. King stated that the funding amounts for the other groups were reduced by 15%.

John Tecklenburg, manager of the Farmers' Market program, spoke in support of the City continuing to fund the DLBP, stating he believed the organization would figure a way to bring itself back into the black.

Rita Sperling, President of DLBP, also spoke in support of continued funding, stating she was committed to orchestrating a change on how the merchants feel about DLBP.

Council Member Johnson suggested that, in addition to a 15% funding reduction, the DLBP be placed on probation for one year.

Ann Cerney spoke in support of the City's continued funding of DLBP.

Council Member Mounce made a motion, second by Council Member Hitchcock, to support the Downtown Lodi Business Partnership in the 2009-10 budget with a 15% reduction from last year's contribution amount of \$34,000.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Johnson

Absent: None

Vote to Continue with the Remainder of the Meeting

Council Member Mounce made a motion, second by Mayor Pro Tempore Katakian, to continue with the remainder of the meeting following the 11:00 p.m. hour.

VOTE:

The above motion carried by the following vote:

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

Noes: None  
Absent: None

K-4 Approve Legal Expenses Incurred by Outside Counsel Relative to the Environmental Abatement Program Litigation (\$2,839.72) and the Lodi First Litigation (\$7,333.92); and Further Provide Direction to City Attorney Regarding Desired Procedures for Future Litigation Billings (CA)

City Attorney Schwabauer reviewed the invoices presented for approval and further questioned if Council would like to continue receiving invoices related to the Lodi First and Citizens for Open Government cases, which are completely reimbursed by Wal-Mart, due to the fact that the environmental expenses are coming to an end. There was Council consensus to continue to bring forward PCE-related invoices, but not those from Lodi First and Citizens for Open Government.

Council Member Hitchcock made a motion, second by Council Member Mounce, to approve legal expenses incurred by outside counsel relative to the Lodi First Litigation in the amount of \$7,333.92.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

Mayor Hansen made a motion, second by Council Member Johnson, to approve legal expenses incurred by outside counsel relative to the Environmental Abatement Program litigation in the amount of \$2,839.72.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Hitchcock

Absent: None

L. Ordinances - None

M. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 11:13 p.m., in memory of Bob Wheeler, former Plant Manager of General Mills, who passed away on May 16, 2009.

ATTEST:

Jennifer M. Perrin  
Assistant City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JUNE 2, 2009**

The June 2, 2009, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JUNE 2, 2009**

A. Roll Call

The Special City Council meeting of June 2, 2009, was called to order by Mayor Hansen at 7:05 a.m.

Present: Council Member Hitchcock, Council Member Johnson, and Mayor Hansen  
Absent: Mayor Pro Tempore Katzakian, and Council Member Mounce  
Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. Regular Calendar

B-1 Receive and Review the Draft Fiscal Year 2009-10 Financial Plan and Budget (CM)

City Manager King briefly introduced the subject matter of the 2009-10 fiscal year budget. Departmental presentations continued from the Shirtsleeve Session of May 26.

Interim Parks and Recreation and Community Center Director James Rodems presented the proposed budget for the Parks and Recreation Department and the Community Center for the 2009-10 fiscal year specifically discussing the department's anticipated expenditures, staffing, accomplishments, and goals.

In response to Council Member Johnson, Mr. Rodems stated there is some increase in vandalism at the skate park; although, staff is attempting to be proactive in its approach to the same by working with the Police Department in reporting incidents immediately and notifying the users.

In response to Mayor Hansen, Mr. Rodems stated residents are made aware of the on-line registration opportunities through the website and the catalog mailings.

In response to Mayor Hansen, Mr. Rodems stated less staff time is used for on-line registration, in particular on closing days for programs where traditionally residents came into the office at the last minute prior to closing.

In response to Council Member Johnson, Mr. Rodems stated he is not sure if public benefit funds can be used for Salas Park but Park Superintendent Steve Dutra and Manager Customer of Services and Programs Rob Lechner are working together on the project.

In response to Council Member Hitchcock, Mr. Rodems stated the information for line 7103 on page 375 was separated last year but is combined for a more accurate history this year and for the future. He stated the part-time salary may include the seasonal employees in parks and there has been some decrease in the ASCES program.

In response to Council Member Johnson, Mr. Rodems stated all indications from the School District are that the after school program funded by state and federal monies will continue for the next three-year cycle.

In response to Council Member Hitchcock, Mr. King stated that as a stand-alone proposition the Hutchins Street Square pool runs in the negative and, in order to run it more efficiently, the cost of the aquatics coordinator has been transferred to Recreation; although, operationally everything will remain the same.

In response to Mayor Hansen, Mr. Rodems stated the revenue for the Hutchins Street Square pool is generated from passes to the pool and class participation. Mr. Rodems stated that, while a fee increase was looked at, it was considered to be somewhat of a wash because the pool is utilized by a large segment of the senior population. Mr. King stated there are also questions of demand and rates versus the cost of providing the service.

In response to Council Member Hitchcock, Mr. Rodems confirmed that the \$1.1 million also includes the \$662,000 debt service figure for the building.

In response to Mayor Hansen, Mr. Rodems stated the expenses and revenues for Blakely pool are holding steady and covering its costs.

In response to Council Member Hitchcock, Mr. Rodems stated the box office and specialty class numbers have done pretty well in light of the current economy and staff is continuously looking to revise classes.

In response to Council Member Johnson, Mr. Rodems stated the 70-30 split for specialty classes is standard and staff has the ability to adjust during catalog review if a class is under priced.

In response to Council Member Hitchcock, Mr. Rodems stated as more revenue is generated, more costs will be incurred; although, those costs are recovered from the client, especially with the rentals.

In response to Mayor Hansen, Mr. Rodems stated the UOP classes are extended learning opportunities offered by world renown teachers for seniors 55 and older. He stated there is generally a nominal fee to attend the class and there is a Stockton and Lodi site.

In response to Council Member Hitchcock, Mr. Rodems stated clients are provided a list of possible caterers and the catering is currently handled directly by the client. A brief discussion ensued of previous catering practices at Hutchins Street Square and the possible options that could be provided with in-house catering and contracting catering services through the bid process.

In response to Mayor Hansen and Council Member Johnson, Mr. Rodems stated a request for proposals would need to set forth the requirements of an affordable catering service offering a wide range of options for breakfast, lunch, and dinner to clients with an overall view of balancing the costs and revenues.

In response to Council Member Hitchcock, Mr. Rodems stated the professional services line item previously included security and cleaning services that are currently handled in a more efficient manner by event staff, which provides additional flexibility in providing services. He stated there is no overtime because the regular shift for some of the event staff starts at 3:00 p.m.

In response to Council Member Hitchcock, Mr. King stated the security and event staff transition has been successfully working for over a year and there is cost recovery through the revenue generation side through the clients.

City Clerk Johl presented the proposed budget for the City Clerk and City Council Departments for the 2009-10 fiscal year specifically discussing the departments' anticipated expenditures, staffing, accomplishments, and goals.

A brief discussion ensued among the City Council, City Manager, and City Clerk regarding implementation of Granicus, the effect of the recent Comcast decision to stop providing video

services and staffing for Council meetings, the ongoing effort to work with Comcast on the transition of the service, and options for public access in the future.

City Attorney Schwabauer presented the proposed budget for the City Attorney Department for the 2009-10 fiscal year specifically discussing the department's anticipated expenditures, staffing, accomplishments, and goals.

In response to Council Member Hitchcock, Mr. Schwabauer stated the professional services line item is down because of the lack of need for outside attorneys, some PCE/TCE services were charged directly to water, the \$50,000 figure is to address specialty or conflict type services, and some of those services are subject to reimbursement.

City Manager King presented the proposed budget for the City Manager Department for the 2009-10 fiscal year specifically discussing the department's anticipated expenditures, staffing, accomplishments, and goals.

In response to Council Member Johnson, Mr. King stated the San Joaquin Partnership with Grupe being appointed as the leader was charged to bring more money into the County.

In response to Mayor Hansen, Mr. King stated the Eastside Summit topic will be brought back to Council for consideration in the future after the budget is adopted.

In response to Council Member Johnson, Mr. King stated he is envisioning some type of a one-day event to address concerns on the east side of town.

In response to Council Member Hitchcock, Mr. King stated he would like to spend some time working on bringing downtown business and property owners together during a one-day event to address ongoing topics of concern and improvements in the downtown area.

In response to Council Member Hitchcock, Mr. King stated he would like to continue looking at options for a downtown hotel or motel, restaurants as a part of the downtown mix, modifications to the parking district, and monitor downtown tasting room expansions and additional visitor opportunities.

In response to Council Member Johnson, Mr. King stated it is likely that Constellation will continue to look at the success of local wineries in downtown before they themselves bring a presence to the downtown area.

Myrna Wetzal spoke in favor of the practice of having an invocation prior to City Council meetings.

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:35 a.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JUNE 3, 2009**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of June 3, 2009, was called to order by Mayor Hansen at 5:45 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

Jerry Glenn spoke in favor of retaining the practice of having an invocation at the beginning of the City Council meetings.

Arnie Prince spoke in favor of retaining the practice of having an invocation at the beginning of the City Council meetings.

- a) Government Code §54054.6(c); Potential Initiation of Litigation Regarding Breach of Dennis Plummer Improvement Agreement; Parties are City of Lodi and F&M Bank as Guarantor for Dennis Plummer
- b) 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 and Conference with Larry Hansen (Labor Negotiator) Regarding City Council Appointees, Pursuant to Government Code §54957.6
- c) Threatened Litigation: Government Code §54956.9(b); One Case: Freedom from Religion Foundation Regarding Invocations

C-3 Adjourn to Closed Session

At 5:45 p.m., Mayor Hansen adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 7:00 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:06 p.m., Mayor Hansen reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

In regard to Item C-2 (a), the City Council authorized instituting proceedings against F&M Bank with respect to collection on a letter of credit. Item C-2 (b) was discussion only, and Item C-2 (c) was discussion only and will be agendaized for consideration during an open session in the near future.

A. Call to Order / Roll call

The Regular City Council meeting of June 3, 2009, was called to order by Mayor Hansen at 7:06 p.m.

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

Absent: None

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

B. Invocation - Reverend Alan Kimber, First United Methodist Church

C. Pledge of Allegiance

D. Presentations

D-1 Awards - None

D-2 Proclamations

a) National Automotive Service Professionals Week (PW)

Mayor Hansen presented a proclamation to Clifford McKenzie, Heavy Equipment Mechanic, proclaiming the week of June 8 – 14, 2009, as “National Automotive Service Professionals Week” in the City of Lodi.

D-3 Presentations - None

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

E-1 Receive Register of Claims in the Amount of \$3,117,471.72 (FIN)

Claims were approved in the amount of \$3,117,471.72.

E-2 Approve Minutes (CLK)

The minutes of May 6, 2009 (Regular Meeting), May 13, 2009 (Special Meeting), May 19, 2009 (Shirtsleeve Session), May 26, 2009 (Shirtsleeve Session), and May 26, 2009 (Special Meeting) were approved as written.

E-3 Approve Request for Proposals and Authorize Advertisement for the Inspection, Adjustments, and Maintenance Tests of Two Power Transformers at Henning Substation

(EUD)

Approved the request for proposals and authorized advertisement for the inspection, adjustments, and maintenance tests of two power transformers at Henning Substation.

E-4 Accept Improvements under Contract for Sacramento Street Water Main Installation Project, Lodi Avenue to Alley South of Lodi Avenue (PW)

Accepted improvements under contract for Sacramento Street Water Main Installation Project, Lodi Avenue to Alley South of Lodi Avenue.

E-5 Adopt Resolution Accepting Improvements under Contract for the Blakely Park North Pool Deck Improvements, 1050 South Stockton Street (PR)

Adopted Resolution No. 2009-68 accepting the improvements under contract for the Blakely Park North Pool Deck Improvements, 1050 South Stockton Street.

E-6 Adopt Resolution Authorizing Extension of Agreement with Unifirst Corporation, of Stockton, for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees (\$26,000) (PW)

Adopted Resolution No. 2009-69 authorizing extension of agreement with Unifirst Corporation, of Stockton, for rental and cleaning of uniforms for certain field and warehouse employees in the amount of \$26,000.

E-7 Adopt Resolution Authorizing the City Manager to Execute Additional Professional Services Task Order with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility Discharge Permit Compliance Activities (\$198,000) and Appropriating Funds (\$250,000) (PW)

Adopted Resolution No. 2009-70 authorizing the City Manager to execute additional professional services task order with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility discharge permit compliance activities in the amount of \$198,000 and appropriating funds in the amount of \$250,000.

E-8 Adopt Resolution Authorizing the City Manager to Enter into Contract with InSite Environmental, Inc. to Prepare an Environmental Impact Report for the Lodi West 60kV Power Line Project to be Located West of the City of Lodi (CD)

In response to Council Member Johnson, Mr. King stated the proposed action is to approve entering into an agreement to prepare an Environmental Impact Report (EIR) and as a part of that EIR various routes will be studied. Mr. Morrow stated in December a consultant study identified the feasibility of various routes for the new power line and the EIR will more closely look at the various routes including a possible route down Highway 12.

In response to Mayor Hansen, Interim Community Development Director Rad Bartlam stated the proposal specifically calls out a variety of alternative routes and it should be completed in approximately eight months.

Council Member Mounce made a motion, second by Mayor Hansen, to adopt Resolution No. 2009-74 authorizing the City Manager to enter into contract with InSite Environmental, Inc. to prepare an Environmental Impact Report for the Lodi West 60kV Power Line Project to be located west of the City of Lodi.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Johnson

Absent: None

E-9 Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Staff Support for the Bridge Program at Eight Locations During Fiscal Year 2009-10 (\$335,440) (PR)

Adopted Resolution No. 2009-71 approving contract with Lodi Unified School District to provide after school staff support for the Bridge Program at eight locations during fiscal year 2009-10 in the amount of \$335,440.

E-10 Adopt Resolution Authorizing the City Manager to Execute the Direct Payment Program Agreement with the State of California Department of Community Services and Development for the Term of July 1, 2009 through June 30, 2012 (CM)

Adopted Resolution No. 2009-72 authorizing the City Manager to execute the direct payment program agreement with the State of California Department of Community Services and Development for the term of July 1, 2009 through June 30, 2012.

E-11 Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2009-10 (PW)

Adopted Resolution No. 2009-73 ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2009-10.

F. Comments by the Public on Non-Agenda Items

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

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

Robin Rushing spoke in regard to his concerns about the safety and studies regarding artificial turf and suggested a moratorium be placed until further results from studies can be obtained.

Clifford Weaver spoke in regard to his concerns about the transit system, the differential between the GrapeLine and VineLine, preferences for the disabled, and the costs associated with a records request. City Attorney Schwabauer stated the Freedom of Information Act does not apply to Mr. Weaver's request as it is governed by the California Public Records Act. Mr. Schwabauer stated a requester is free to inspect public records at no cost, but he would pay a fee of ten cents per page if he wished to obtain copies of such records. City Clerk Johl confirmed that a variety of records are available on-line through e-Records at no charge.

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

Council Member Mounce requested staff look at the services provided through the GrapeLine

and VineLine as she has received some concerns from citizens and agendize the matter for a future Shirtsleeve Session. She also reported on the League of California Cities' efforts to keep the State from taking additional monies away from local government, possibilities for design build for the water treatment plant, and a possible constitutional convention for the November 2010 ballot.

Mayor Hansen stated he would be closing the meeting in memory of Joan Dutra who recently passed away. He also reported on his attendance at the Northern California Power Agency meeting where the status of litigation was discussed.

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

City Manager King stated staff will look into the concerns presented by Mr. Weaver and will bring additional information back to Council.

I. Public Hearings - None

J. Communications

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

J-2 Appointments

- a) Appointments to the Greater Lodi Area Youth Commission: Elizabeth Mazzeo, Jeffrey Palmquist, Summer Pennino (Adult Advisors); Gordon Wong, Deyanira Nava, Mandy Majidian, Priyank Patel (Student Appointees) (CLK)

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

Greater Lodi Area Youth Commission

*Adult Advisors:*

Elizabeth Mazzeo, Term to expire May 31, 2012

Jeffrey Palmquist, Term to expire May 31, 2012

Summer Pennino, Term to expire May 31, 2012

*Student Appointees:*

Gordon Wong, Term to expire May 31, 2011

Deyanira Nava, Term to expire May 31, 2011

Mandy Majidian, Term to expire May 31, 2011

Priyank Patel, Term to expire May 31, 2011

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J-3 Miscellaneous - None

K. Regular Calendar

K-1 Receive Budget Presentation, Invite Public Comments, and Adopt Resolution Approving

the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2009 and Ending June 30, 2010 and Approving the Fiscal Year 2009-10 Appropriation Spending Limit (CM)

City Manager King provided a brief introduction and overview of previous presentations for the fiscal year 2009-10 budget.

In response to Council Member Hitchcock, Mr. King stated the proposed budget does not take into account what may happen with the State in the future because we do not know at this point what will happen and we are not sure when exactly the State will adopt its budget.

Deputy City Manager Jordan Ayers presented the proposed budget for the Internal Services Department for the 2009-10 fiscal year specifically discussing the department's anticipated expenditures, staffing, accomplishments, and goals.

In response to Council Member Hitchcock, Mr. Ayers stated the professional services line item includes payment to HDL, external auditor, and undesignated consultant services. Mr. King stated HDL more than pays for its services because it reviews and verifies the proper allocations from the State to the City.

Electric Utility Director George Morrow presented the proposed budget for the Electric Utility Department for the 2009-10 fiscal year specifically discussing the department's anticipated expenditures, staffing, accomplishments, and goals.

In response to Mayor Hansen, Mr. Morrow stated the current open position is approximately 10%, the next year is 20%, and the following year is 25%.

In response to Council Member Hitchcock, Mr. Morrow confirmed that the ultimate goal for the Energy Cost Adjustment (ECA) is 0, and in order to estimate the ECA average, the base rate is multiplied by the projected sales.

In response to Council Member Hitchcock, Mr. Morrow stated the 7188 line item transfer for \$358,000 includes staff allocations from this unit to other units in an effort to assign costs to the proper cost center. Further, Mr. Morrow stated the special payments line item includes the PILOT being listed separately from the debt service and in lieu taxes.

In response to Council Member Mounce, Mr. Morrow stated the overall Electric Utility revenue for this budget cycle is approximately \$72 million, of which \$6 million is related to the ECA.

In response to Council Member Johnson, Mr. Morrow stated State law requires the Utility to spend 2.8 percent of revenue on public benefit programs including low-income discounts and water at the Geyser fields. He stated the Utility has done well with outreach for the public benefit programs.

In response to Council Member Hitchcock, Mr. Ayers stated the budget is a plan and estimate and the key lies with where the expenses are actually charged. He stated the bottom line is that all the numbers are there, although the charges may be allocated to different line items.

Interim Community Development Director Rad Bartlam presented the proposed budget for the Community Development Department for the 2009-10 fiscal year specifically discussing the department's anticipated expenditures, staffing, accomplishments, and goals.

In response to Council Member Hitchcock, Mr. Bartlam stated the Development Code review will begin after completion of the General Plan so that the related changes can be incorporated.

In response to Mayor Hansen, Mr. Bartlam stated the Council already approved the Building Code fee schedule to allow for 90% recovery, staff is working on a revised hourly billing rate, and the matter will be coming back to Council for consideration in the near future.

In response to Mayor Hansen, Mr. Bartlam stated the impact fees are not a part of this activity, and the impact fee program will also go through a wholesale change after the General Plan is complete.

In response to Mayor Hansen, Mr. Bartlam stated the impact fee program will start with square one. Mr. King stated a different methodology can be used to calculate fees and will be reviewed when the new impact fee program is put together.

In response to Council Member Hitchcock, Mr. Bartlam stated the impact fee program will need to be significantly revised after the General Plan is complete, staff will still look to ensure that new development is paying for its services, and the conversation will likely occur in spring after the General Plan is completed.

Library Services Director Nancy Martinez presented the proposed budget for the Library Department for the 2009-10 fiscal year specifically discussing the department's anticipated expenditures, staffing, accomplishments, and goals.

In response to Mayor Hansen, Ms. Martinez stated the Phase 2 renovations will require more donations, the Library will be open at its original location in mid to late July, and in her opinion not everything is available on-line thereby diminishing the need for libraries and that which is on-line may not be valid.

In response to Council Member Johnson, Ms. Martinez stated there was no place else to cut the budget except the book budget, staff will only get what is necessary, and they will rely on the good reciprocal agreements they have with other local libraries.

In response to Council Member Hitchcock, Ms. Martinez stated literacy services will be maintained with a half-time person who is excellent in administering the program and dedicated tutors will continue to assist.

City Manager King provided a summary of the budget presentations, the efforts with the budget preparation to date, employee contributions in light of the ongoing decline in revenues, and bargaining group tentative agreements and status. Human Resources Manager Dean Gualco reviewed the chart providing an overview of the proposed tentative agreements.

In response to Council Member Hitchcock, Mr. Gualco confirmed that the Police Department total contribution was approximately \$1 million.

In response to Mayor Hansen, Mr. Gualco stated the Maintenance and Operators and General Services groups are aware that layoffs may result if no other concessions are provided.

In response to Council Member Hitchcock, Mr. Gualco stated that, while he does not have official notice of the same, a fire captain position may be retiring. Mr. King reviewed the total number of positions that may be subject to layoff, stating bumping rights would be applicable.

In response to Mayor Hansen, Mr. Gualco stated the total number of authorized employees is 459, budgeted is 426, and it would be reduced by 9 to 417 if layoffs are implemented.

In response to Council Member Mounce, Mr. King stated there is no increase in positions for the

City Manager, two existing positions were previously accounted for in another department, and costs for the same were assigned to the City Manager.

In response to Mayor Hansen, Mr. Ayers stated the reductions apply to the actual workforce and not unfunded positions.

In response to Council Member Mounce, Mr. Ayers stated the accounting clerk is a back office function, customer representatives are in the front office, and the one accounting clerk position has not been funded.

In response to Mayor Hansen, Mr. Ayers stated in Police there are approximately 13 vacant positions, of which 7 are sworn personnel.

In response to Mayor Hansen, Mr. King stated the approximate work force reduction is probably up to ten percent from the initially proposed seven percent.

In response to Council Member Hitchcock, Mr. King stated there was a very good dialogue with the labor groups, the basic pitch was that the work force can remain together with some common shared pain, and some groups took that approach while others did not for various reasons. Mr. King and Mr. Gualco listed out the following positions as being subject to layoff: Senior Administrative Clerk (Fire), Purchasing Technician (Finance), Building Inspector (Community Development), Community Improvement Officer (Police), Senior Planner (Community Development), two Maintenance Workers III (Public Works), three Firefighters (Fire), and a Battalion Chief (Fire).

In response to Council Member Hitchcock, Mr. King confirmed that agreement could not be reached through negotiations with a couple of groups through a variety of options.

In response to Council Member Mounce, Mr. Schwabauer stated that, with respect to a counter-proposal by General Services which included a cost of living adjustment increase based on growth in the general fund, there are existing Memorandums of Understanding in place and it was not a time to negotiate back and forth on those terms.

In response to Mayor Hansen, Mr. Morrow confirmed that the Electric Utility is the weakest link out of the 17 participants in Northern California Power Agency in having only 56 days cash on hand, which affects purchases and ratings. Mr. Morrow stated it took about three years to get to the \$13 million figure through some extraordinary things and on average the rise in the future should be approximately \$1 million per year.

Mayor Hansen opened up the item to receive public comment.

Mark Ruggiero, AFSCME president, spoke in opposition to the proposed layoffs based on his concerns regarding a lack of options to choose from and a counter-proposal not being brought to the Council.

Dave Towne spoke in opposition to the proposed layoffs based on his concerns regarding crossing enterprise funds with the general fund in positions and additional cuts to the Streets Division.

Ron Penix spoke in opposition to the proposed layoffs based on his concerns regarding the negative effect on training for firefighters.

Ken Sidle spoke in opposition to the proposed layoffs based on his concerns regarding the negative effects of losing firefighters in the community.

George Stilts spoke in opposition to the proposed layoffs based on his concerns regarding the need for a continued dialogue, unanswered questions, and a vehicle replacement offset.

Nicholas Kilday spoke in opposition to the proposed layoffs based on his concerns regarding the overall negative effects to the community from losing firefighters.

Linda Hoover and Cari Shates spoke in opposition to the proposed layoffs based on their concerns regarding the inability of a single administrative staff person to provide support for the department.

Michael Alegre spoke in opposition to the proposed layoffs based on his concerns regarding the negative effects of losing firefighters in the community.

Nathan Sharpshire spoke in opposition to the proposed layoffs based on his concerns regarding mistrust and miscommunication during the process. Council Member Johnson stated he did participate in the labor negotiations process and all information was properly conveyed to the City Council.

Chris Grades spoke in opposition to the proposed layoffs based on his concerns regarding safety for the community and negative effects on families. In response to Mayor Hansen, Fire Division Chief Aimee Murray stated the take away of fringe benefits would affect people. Fire Engineer Brad Doell stated they wanted to wait and see what happened with retirements. Mr. Gualco provided an overview of the negotiations with Fire. In response to Council Member Hitchcock, Mr. King stated the primary difference in the Police and Fire contributions is the vacancies.

Ron Heberle spoke in opposition to the proposed layoffs based on his concerns regarding the lack of an effort to continue communications and negotiating.

John Rolands spoke in opposition to the proposed layoffs based on his concerns regarding the negative effects of losing firefighters in the community.

Kim Heberle spoke in opposition to the proposed layoffs based on her concerns regarding the negative effects of losing firefighters in the community.

Sherry Moroz spoke in opposition to the proposed layoffs based on her concerns regarding the need for additional dialogue and a response to a counter-offer by the group.

Sandy Lewis spoke in opposition to the proposed layoffs based on her concerns regarding the negative effects of losing firefighters in the community.

Peter Iturraran spoke in opposition to the proposed layoffs based on his concerns regarding the validity of the numbers and the need for ongoing communication.

Michael Loel spoke in opposition to the proposed layoffs based on his concerns regarding the difference between losing firefighters through retirement and letting go active employees.

Mayor Hansen closed the time for receiving public comment on the matter.

A brief discussion ensued amongst the City Council and the City Manager regarding the ability to continue the item for one week until a special meeting to be held on June 10 in order to provide the two groups who have not yet reached agreement to have an opportunity to do so based on the comments received.

Council Member Hitchcock made a motion, second by Council Member Mounce, to continue this item, pertaining to approving the City of Lodi Financial Plan and Budget for the fiscal year beginning July 1, 2009 and ending June 30, 2010, and approving the Fiscal Year 2009-10 Appropriation Spending Limit, to a special meeting to be held on June 10, 2009, at 7:00 p.m.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Mounce, and Mayor Hansen

Noes: Council Member Johnson, and Mayor Pro Tempore Katzakian

Absent: None

K-2 Authorize Staff to Modify Labor Unit Memorandums of Understanding According to Signed Tentative Agreements (CM)

This item was not discussed.

K-3 Adopt Resolution Approving List of Lodi Energy Efficiency and Conservation Block Grant Fund Projects, an Element of the American Recovery & Reinvestment Act of 2009, and Authorizing the City Manager to Submit a Grant Application to the Department of Energy (EUD)

Council Member Hitchcock made a motion, second by Council Member Mounce, to adopt Resolution No. 2009-75 approving list of Lodi Energy Efficiency and Conservation Block Grant fund projects, an element of the American Recovery & Reinvestment Act of 2009, and authorizing the City Manager to submit a grant application to the Department of Energy.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

K-4 Council Direction Requested Regarding Response to the San Joaquin County Board of Supervisors for Armstrong Road Agricultural/Cluster Zoning Classification (CM)

This item was continued to the July 1, 2009, City Council meeting as the first regularly scheduled item.

L. Ordinances - None

M. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 12:02 a.m., in memory of Joan Dutra, mother of Park Superintendent Steve Dutra, who passed away on May 28, 2009.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JUNE 9, 2009**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, June 9, 2009, commencing at 7:02 a.m.

Present: Council Member Johnson, Council Member Mounce, and Mayor Hansen

Absent: Council Member Hitchcock, and Mayor Pro Tempore Katzakian

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

B. Topic(s)

B-1 Third Quarterly Fiscal Year 2008-09 Water, Wastewater, and Electric Utility Department Financial Reports (CM)

City Manager King briefly introduced the subject matter of the third quarter fiscal year 2008-09 Water, Wastewater, and Electric Utility Department financial reports.

Electric Utility Director George Morrow provided a PowerPoint presentation regarding the third quarter Electric Utility quarterly update. Specific topics of discussion included an overview, 2009 budget versus third quarter actuals, third quarter financial results, Electric expenses by series, third quarter power supply, third quarter sales, billing statistics, Energy Cost Adjustment (ECA) by customer class, Northern California Power Agency general operating reserve, open position, and quarter summary.

In response to Council Member Johnson, Mr. Morrow stated the increase in debt service is due to the refinancing.

In response to Mayor Hansen, Mr. Morrow stated the Utility may purchase some electricity over the next year but it will be a small amount. He stated the budgeted and actual numbers for purchases is different due to recent purchases and the corresponding price.

In response to Council Member Mounce, Mr. Morrow stated for the slide on projected and actuals the 352 number should be positive and not negative.

In response to Mayor Hansen, Mr. Morrow stated the department has tightened up on delinquencies through the collection and deposit policies and programs. Further, Mr. Morrow stated there has been an increase in the CARE and Public Benefits programs and there is a tendency for the money to be used up by the end of the year.

In response to Council Member Johnson, Mr. King confirmed that the Pay Point subject matter will be brought to Council for consideration in the near future. Deputy City Manager Ayers stated there is a fairly large infrastructure behind the pay points, there is a 6 to 8 week development cycle once a contract is approved, and staff is in contact with the company working out details. In response to Myrna Wetzels, Mr. Ayers stated there is a surcharge through the processing company of approximately one dollar. Mr. King stated the pay points will offer one more choice for consumers.

In response to Mayor Hansen, Mr. Morrow stated it may be time to reevaluate the Electric Utility reserve number by doing some analysis to determine the next level plateau needed to bring the

utility up to an A rating. Further, Mr. Morrow confirmed that the Utility will have an opportunity to get some reimbursement for the new Lodi Energy Center project.

In response to Council Member Johnson, Mr. Morrow stated the Utility is currently at approximately 50 days cash on hand and the average is roughly 100 days; therefore, a \$20 million reserve appears to be reasonable.

In response to Mayor Hansen, Mr. Morrow stated the hope is that the Utility will be more competitive when the new Lodi Energy Center comes on-line for customers. He stated the reason that PG&E is lower in some tiers is because of the State's deregulation and related legislation.

In response to Council Member Mounce, Mr. Morrow stated PG&E does not have an ECA but addresses the same matter through annual or semi-annual reviews of its total cost bundle. He stated in a 22-month period, the ECA has given back twice.

Water Services Manager Charlie Swimley provided a PowerPoint presentation regarding the water/waster quarterly update. Specific topics of discussion included wastewater operating results, cash flow summary for operations, wastewater fund cash balances, water operating results, water cash flow summary for operations, water fund cash balances, and water/wastewater accomplishments.

In response to Mayor Hansen, Mr. King stated IMF stands for Impact Mitigation Fund. He further responded that he is not sure when the improvements for Fire Station 4 will be paid off because the cost recovery was related to development and indexing.

In response to Council Member Mounce, Mr. Swimley stated there is significant costs related to the treatment plant upgrades, retaining water quality, and cleaning efforts. Mr. Swimley stated on average the filter class have a lifespan of five years and must be cleaned regularly through a highly labor-intensive process.

In response to Mayor Hansen, Mr. Swimley stated Replacement Project No. 4 should be completed in approximately two months.

In response to Mayor Hansen, Mr. Swimley confirmed that the State went back to 2001 again to enforce minimum mandatory penalty standards because there may have been some oversight previously. Mr. King stated there are some efforts being made at the State level to address this issue through legislation.

Council Members Johnson and Mounce briefly provided general comments regarding the statute of limitations for the State to come back and financially address violations as even the Internal Revenue Service is limited to three years for tax audits.

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

D. Adjournment

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

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JUNE 10, 2009**

A. Roll call

The Special City Council meeting of June 10, 2009, was called to order by Mayor Hansen at 7:03 p.m.

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

Absent: None

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

B. Regular Calendar

B-1 Adopt Resolution Approving City of Lodi Financial Plan and Budget for Fiscal Year Beginning July 1, 2009 and Ending June 30, 2010, and Approving Fiscal Year 2009-10 Appropriation Spending Limit (CM)

City Manager King provided an introduction to the subject matter of the City of Lodi Financial Plan and Budget for Fiscal Year 2009-10. Specific topics of discussion included changes since the June 3 City Council meeting, agreements prior to June 3, two-year service credit, general fund budget, all fund revenues, and staff recommendation to adopt the proposed budget. Mr. King stated there are no proposed layoffs with the exception of the proposed layoff as a result of the Maintenance and Operators labor group vote.

In response to Council Member Hitchcock, Mr. King stated the budget is balanced and the departmental proportional sizes have been generally maintained. Mr. King reviewed each department and their corresponding general fund portion.

In response to Mayor Hansen, Mr. King stated in light of the recent changes the Community Improvement Officer position will remain and will not be laid off.

In response to Council Member Mounce, Mr. King stated approximately one-third of the streets fund comes from the General Fund, reduction of the maintenance worker positions will reduce the General Fund support proportionately, the positions rely on both the General Fund and the Enterprise Fund, there is a need to be somewhat strategic in department positions in light of what may or may not happen with the State budget, the monetary value of the two maintenance worker positions is \$52,300, and eligible positions within the Maintenance and Operators group were offered the service credit option with one person accepting.

Mayor Hansen, Council Member Hitchcock, and Council Member Mounce expressed their gratitude to the labor groups for their assistance in helping to balance the proposed budget for the upcoming year.

Mayor Hansen made a motion, second by Council Member Johnson, to adopt Resolution No. 2009-76 approving City of Lodi Financial Plan and Budget for fiscal year beginning July 1, 2009 and ending June 30, 2010, and approving Fiscal Year 2009-10 Appropriation Spending Limit.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

B-2 Authorize Staff to Modify Labor Unit Memorandums of Understanding According to Signed Tentative Agreements (CM)

Council Member Hitchcock made a motion, second by Council Member Johnson, to authorize staff to modify labor unit Memorandums of Understanding according to signed Tentative Agreements.

VOTE:

The above motion carried by the following vote:

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

Noes: Council Member Mounce

Absent: None

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:22 p.m.

ATTEST:

Randi Johl  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Report of Sale of Surplus Equipment  
**MEETING DATE:** June 17, 2009  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Receive the report of sale of surplus equipment, which is made in compliance with the Fleet Policies and Procedures.

**BACKGROUND INFORMATION:** The Fleet Policies and Procedures approved by the City Council require the quarterly reporting of surplus equipment sales. The Fleet Services Division coordinates the paperwork once the City Manager and the Budget Manager authorize the disposition.

Revenues received from the sale of vehicles are credited to the General Fleet fund or the appropriate Enterprise Capital Fund, according to the previous assignment of the vehicle sold.

During the first and second calendar quarters of 2009, the City sold the following surplus equipment through First Capitol Auction, Inc., of Vallejo. The City received from the sales the following amounts:

<u>Vehicle</u>	<u>Department</u>	<u>Mileage</u>	<u>Sales Revenue</u>
1994 Ford E350 Bus (VIN 70715)	Public Works	251,084	\$ 122
1994 Ford E350 Bus (VIN 54010)	Public Works	285,532	29
1994 Ford E350 Bus (VIN 70718)	Public Works	287,824	215
2003 Ford Crown Vic (VIN 115640)	Police	105,694	111
1991 Dodge Ram 150 (VIN 263774)	Parks/Recreation	92,885	350
1990 Dodge Spirit (VIN 807864)	Electric Utility	75,580	750
			Total: \$1,577

**FISCAL IMPACT:** Revenues received from the sale of vehicles are credited as follows and are used to help fund the replacement of these vehicles.

Transit (12501)	\$366
General (1201)	\$461
Electric Utility (1601)	\$750

**FUNDING AVAILABLE:** None required.

---

F. Wally Sandelin  
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager  
FWS/DJC/njl

cc: Jordan Ayers, Deputy City Manager/Internal Services Director  
 George Morrow, Electric Utility Fleet Coordinator  
 Paula Fernandez, Transportation Manager

Larry Manetti, Police Fleet Coordinator  
 Chris Tallman, Parks/Recreation Fleet Coordinator

**APPROVED:** \_\_\_\_\_  
 Blair King, City Manager



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding the Purchase of a Troubleman Bucket Truck to Altec Industries Inc., of Dixon, CA (\$84,715.05) (Replacement) (EUD)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Adopt resolution awarding the purchase of a Troubleman bucket truck to Altec Industries Inc., of Dixon, CA (Replacement).

**BACKGROUND INFORMATION:** On May 6, 2009, the City Council approved specifications and authorized advertisement for bids for a Troubleman bucket truck.

The following bids were received and opened on May 28, 2009.

BIDDER	BASE PRICE	TAX	SUB TOTAL	TRADE-IN	GRAND TOTAL
Altec Industries, Dixon CA	\$91,692.00	8,023.05	99,715.05	15,000.00	\$84,715.05
Terex Utilities Inc, Sacramento CA	\$102,404.00	8,960.35	111,364.35	11,500.00	\$99,864.35

Note: As a condition of the sale, the bidder will take in trade the old vehicle (09-046) and dispose of in pursuant to Title 13, California Code of Regulations, Section 2022.1. The vehicle must be sold and registered out of the state of California to satisfy diesel emissions reductions of Section 2022.1 and therefore, may not be registered or titled in California unless and until the California Air Resources Board (ARB) releases the vehicle from the registration stop or block program.

The bucket truck will replace a 2000 Ford F550 service truck (09-046) with 105,664 miles (as of January 2009) on the odometer. This vehicle is utilized every day by the Electric Troubleshooter, the first responder to electrical trouble conditions and customer problems on the system 24 hours a day. The Electric Troubleshooter generally works alone in the field and carries out many other tasks such as streetlight repair, service installations, line work, switching and data acquisitions in addition to the duties mentioned above. The majority of these tasks are of an overhead nature.

The Electric Utility Department recommends the purchase of this bucket truck at this time.

**FISCAL IMPACT:** New truck will comply with ARB standards and provide an additional 10 years of service life.

**FUNDING:** Fiscal Year 2008-09 Budget Account No. 160602.7333 with transfers from 160602.7322, 160602.7323, and 160654.7335.

\_\_\_\_\_  
 Jordan Ayers  
 Deputy City Manager/Internal Services Director

APPROVED: \_\_\_\_\_  
 Blair King, City Manager

Adopt Resolution Awarding the Purchase of a Troubleman Bucket Truck to Altec Industries Inc of Dixon, CA (\$84,715.05)  
(Replacement) (EUD)  
June 17, 2009  
Page 2 of 2

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George F. Morrow  
Electric Utility Director

Prepared By: Barry Fisher, Construction/Maintenance Supervisor

GFM/BF/AMS/lst

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
THE PURCHASE OF ONE BUCKET TRUCK

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, two (2) sealed bids were received and publicly opened on May 28, 2009 11:00 a.m. for the purchase of one (1) bucket truck for the Electric Utility Department, described in the specifications therefore approved by the City Council on May 6, 2009; and

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

Altec Industries, Dixon, CA	\$84,715.05
Terex Utilities Inc, Sacramento, CA	\$99,864.35

WHEREAS, staff recommends that the City Council award the bid to Altec Industries of Dixon, California in the amount of \$84,715.05.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of one (1) bucket truck for the Electric Utility Department to, Altec Industries Inc of Dixon, California in the amount of \$84,715.05; and

BE IT FURTHER RESOLVED, that funds be appropriated from Fiscal Year 2008-09 Budget Account No. 160602.7333 with transfers from 160602.7322, 160602.7323, and 160654.7335 for this purchase.

Dated: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, by the following vote:

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

RANDI JOHL  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Awarding Annual Contract for Curb, Gutter and Sidewalk Replacement to Jeff Case Construction, of Galt (\$46,570)  
**MEETING DATE:** June 17, 2009  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the annual contract for curb, gutter and sidewalk replacement to Jeff Case Construction, of Galt, in the amount of \$46,570.

**BACKGROUND INFORMATION:** The curb, gutter and sidewalk replacement is an annual contract administered by the Streets and Drainage Division for miscellaneous concrete work, as needed during the course of the year and guided by the Sidewalk Replacement Program. The work could include new sidewalks as part of the City's installation program, replacement work resulting from maintenance projects, repair of defective concrete, and repairs of utility work. The contract includes a wide range of work items and unit prices for each. In addition, the prices would be made available to property owners who wish to have work in the public right-of-way done by the City's contractor. Bid packets were distributed to nine local contractors. Four bids were received on June 4, 2009. The specifications were approved by City Council on May 20, 2009, and are on file in the Public Works Department at the Municipal Service Center.

Bidder	Location	Bid
Engineer's Estimate		\$ 50,000
Jeff Case Construction	Galt	\$ 46,570
Popuch Concrete	Lodi	\$ 50,010
Diede Construction	Woodbridge	\$ 58,928
Granite Construction	Stockton	\$ 63,520

**FISCAL IMPACT:** This contract reduces the risk of liability and improves pedestrian mobility in Lodi.

**FUNDING AVAILABLE:** The money for this contract will be coming from the Street Operating Budget composed of Gas Tax, TDA funds for Streets, Bike and Ped routes in the proposed 2009/10 budget.

Budgeted Fund: Street Funds (1241014) \$50,000

\_\_\_\_\_  
 Jordan Ayers  
 Deputy City Manager/Internal Services Director

\_\_\_\_\_  
 F. Wally Sandelin  
 Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager  
 FWS/CJJ/dsg  
 cc: D. Stephen Schwabauer, City Attorney  
 Curt Juran, Assistant Streets and Drainage Manager

George M. Bradley, Streets and Drainage Manager

APPROVED: \_\_\_\_\_  
 Blair King, City Manager

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CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

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

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

The July 1992 Edition,  
Standard Specifications,  
State of California,  
Business and Transportation 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, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

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

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

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

Perform the work necessary to remove and replace curb, gutter and sidewalk in various locations throughout the City and other incidental and related work, all as shown on the plans and specifications for the above project. This is an annual unit price bid and the work will be divided into purchase orders which will usually range in price between \$500 and \$20,000, all as shown on the plans and specifications for "2009/2010 Sidewalk Repair Program and Miscellaneous Concrete Work".

## BID ITEMS

Item	Description	Qty	Unit	Price	Total
1	Saw Cut Concrete	50	LF	\$ 4.95	\$ 247.50
2	Remove Sidewalk or Asphalt Concrete	50	SF	4.50	225.00
3	Remove Commercial Sidewalk	0	SF	10.00	
4	Remove Square-Type Curb and Gutter	0	LF	15.00	
5	Remove Vertical-Type Curb and Gutter	0	LF	15.00	
6	Remove Driveway-Type Curb and Gutter	0	LF	15.00	
7	Remove Commercial-Type Curb and Gutter	0	LF	20.00	
8	Root Surgery Under Sidewalk or in Planter Area	0	EA	400.00	
9	Root Surgery Under Curb and Gutter	0	EA	500.00	
10	Install Sidewalk or Residential Driveway (0 - 75 SF)	1500	SF	9.50	14,250.00
11	Install Sidewalk or Residential Driveway (76 - 300 SF)	1500	SF	5.75	8,625.00
12	Install Sidewalk or Residential Driveway (>300 SF)	3025	SF	5.00	15,125.00
13	Install Commercial Driveway	250	SF	10.00	2,500.00

Item	Description	Qty	Unit	Price	Total
14	Install Square-Type Curb and Gutter 7-inch or less (0 - 20 LF)	20	LF	\$ 30.00	\$ 600.00
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	20	LF	25.00	500.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	20	LF	30.00	600.00
17	Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	20	LF	25.00	500.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	20	LF	30.00	600.00
19	Install Vertical-Type Curb and Gutter (>20 LF)	20	LF	25.00	500.00
20	Install Driveway-Type Curb and Gutter (0 - 20 LF)	20	LF	30.00	600.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	20	LF	25.00	500.00
22	Install Tree Well	1	EA	350.00	350.00
23	Install Furnished Side-Inlet Catch Basin Assembly	0	EA	700.00	
24	Install Catch Basin Barrel	0	EA	1,200.00	
25	Install Furnished Street Name Sign Base	1	LF	200.00	200.00
26	Miscellaneous Concrete Subgrade Compaction	50	LF	2.95	147.50
27	Move-In Cost for Jobs (<\$200)	2	EA	250.00	500.00
<b>TOTAL BID</b>					<b>\$ 46,570.00</b>

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 as directed by the City during the 2009/2010 fiscal year.

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

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

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By:

\_\_\_\_\_  
Blair King  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Randi Johl  
City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING THE ANNUAL CONTRACT FOR CURB,  
GUTTER AND SIDEWALK REPLACEMENT

=====

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 June 4, 2009, at 11:00 a.m. for the Annual Curb, Gutter and Sidewalk Replacement project, described in the specifications therefore approved by the City Council on May 20, 2009; and

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

<b>Bidder</b>	<b>Bid</b>
Engineer's Estimate	\$ 50,000
Jeff Case Construction	\$ 46,570
Popuch Concrete	\$ 50,010
Diede Construction	\$ 58,928
Granite Construction	\$ 63,520

WHEREAS, staff recommends awarding the annual contract for the Curb, Gutter and Sidewalk Replacement to the low bidder, Jeff Case Construction, of Galt, California.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council does hereby award the annual contract for the Curb, Gutter and Sidewalk Replacement to the low bidder, Jeff Case Construction, of Galt, California, in the amount of \$46,570.

Dated: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, by the following vote:

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

RANDI JOHL  
City Clerk



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association for Use of Various Festival Ground Facilities (\$21,000)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Interim Parks and Recreation Director

---

**RECOMMENDED ACTION:** Adopt a resolution approving the master lease agreement with the Lodi Grape Festival and National Wine Show Association for use of various festival ground facilities.

**BACKGROUND INFORMATION:** The Parks and Recreation Department has leased facilities from the Lodi Grape Festival and National Wine Show Association for more than 40 years for various indoor and outdoor programs. The proposed agreement includes use of the Grape Pavilion, Cabernet Hall, and an outdoor area known as the soccer field. Management of the Lodi Grape Festival has also been quick to accommodate our needs when other space and/or facilities are required.

The term of the agreement is for one year, commencing on July 1, 2009, and ending June 30, 2010. The term and conditions are consistent with those of the previous agreement. The annual lease payment is \$21,000.

Staff recommends approving the use agreement, which provides facilities for youth and adult basketball, soccer, and other miscellaneous programming. The City Attorney has approved the agreement as to form.

**FISCAL IMPACT:** The execution of the lease obligates the City to make an annual payment of \$21,000. Funding is recovered through cost to program participants.

**FUNDING AVAILABLE:** Account #346011.7321 - 2008-09 Recreation Administration Operating Budget.

---

Jordan Ayers, Deputy City Manager

  
James M. Rodems  
Interim Parks and Recreation Director

cc: City Attorney

---

APPROVED: \_\_\_\_\_  
Blair King, City Manager

RECEIVED

MAY 04 2009

AGREEMENT NO. RA-103-09

AMENDED

**INTERIM USE RENTAL AGREEMENT**

**LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW FACILITIES**

PARKS & RECREATION

THIS AGREEMENT made this 8<sup>th</sup> of April, 2009, at Lodi, County of San Joaquin, State of California, by and between the **LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, INC.**, a non-profit corporation, hereinafter called the Festival, and **CITY OF LODI** hereinafter called the Renter.

**WITNESSETH:**

1. Permission is hereby granted to the Renter to use the following described property of the Festival for a period beginning **JULY 1, 2009** and ending **JUNE 30, 2010** upon the conditions, agreements and terms hereinafter set out in this agreement and in attached Exhibit A.

2. The description of the premises of the Festival, located in Lodi, County of San Joaquin, State of California, permitted to be used is described as: **CABERNET HALL, THE EAST FIELD AND THE GRAPE PAVILION.**

3. Renter hereby agrees to pay the Festival for the use of said premises as follows: **\$21,000.00 (TWENTY ONE THOUSAND DOLLARS) FOR RENTAL OF FACILITIES AS OUTLINED IN ATTACHED EXHIBIT A.** Payable as follows: **\$21,000.00 (TWENTY ONE THOUSAND DOLLARS) AND RETURN OF SIGNED CONTRACT DUE ON OR BEFORE JULY 1, 2009.**

**SEE EXHIBIT "A" ATTACHED, THE CONTENTS OF WHICH ARE MADE A PART OF THIS AGREEMENT BY REFERENCE AS THOUGH FULLY INCORPORATED HEREIN.**

4. Said premises shall be used for **PARKS AND RECREATION PROGRAMS** and for no other purpose without the written consent of the Festival first had and obtained. Renter agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Renter herein permitted to be conducted. Renter shall provide adequate security to maintain order in and about the premises permitted to be used herein or to which necessary or expedient access has been granted at all times during the use of the premises herein permitted to the Renter. Renter shall not permit a breach of the peace or any unlawful act or omission by any person.

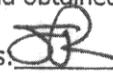
5. Renter agrees to maintain the premises herein permitted to be used and other portions of the premises of the Festival to which it, its employees, agents, licensees or any member of the public has access to by reason of this agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Renter only excepted and Renter agrees to return said premises in the same condition as the premises were before use of the same was permitted hereunder, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of the Renter excepted. The Festival shall have the privilege of inspecting the premises covered by this agreement at any or all times.

6. Renter shall provide Festival with an original certificate of liability insurance with original signature, naming the **LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, INC., the COUNTY OF SAN JOAQUIN, the STATE OF CALIFORNIA, their AGENTS, DIRECTORS, OFFICERS, SERVANTS AND EMPLOYEES** as additional insured insofar as the operations under this agreement are concerned. The amounts of public liability coverage shall not be less than **\$1,000,000.00/\$1,000,000.00** and the amount of property damage coverage shall not be less than **\$1,000,000.00**, neither coverage to involve a deductible feature. Said certificates shall contain a statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the Festival.

7. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to Renter be granted in turn to any person without the written consent of the Festival first had and obtained.

Initials: \_\_\_\_\_  
Lodi Grape Festival

Initials: \_\_\_\_\_  
City of Lodi, Schwabauer

Initials:  \_\_\_\_\_  
City of Lodi, Rodems

Initials: \_\_\_\_\_  
City of Lodi, Johl

Initials: \_\_\_\_\_  
City of Lodi, King

8. The Festival may terminate this agreement and be relieved of any further performance if Renter fails to perform any covenant herein contained at the time and in the manner herein provided, which said right shall be cumulative to any other legal right or remedy. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.

9. The parties hereto agree that the Renter in the performance of this agreement shall be an independent contractor and shall not be an employee of the Festival.

10. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

11. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

12. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

13. NOTICE, Pursuant to Sec. 107.6 Calif. Rev. & Tax Code. Renter recognizes and understands that this tenancy may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.

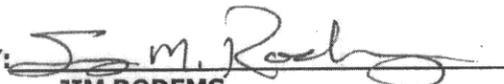
14. Additional provisions, if any, and/or alterations to existing provisions contained herein, shall be attached to this agreement and marked "EXHIBIT A". Such attached sheets when properly signed by both parties become a part of this agreement and shall be binding upon the parties hereto.

**IN WITNESS WHEREOF**, this agreement has been executed in duplicate by and on behalf of the parties hereto, the day and year first above written.

**LODI GRAPE FESTIVAL  
NATIONAL WINE SHOW, INC.**  
P.O. BOX 848 ~ 413 E. LOCKEFORD ST.  
LODI, CA 95241  
(209) 369-2771

**CITY OF LODI, a municipal corporation**  
125 N. STOCKTON ST.  
LODI, CA 95240  
(209) 333-6800

BY: \_\_\_\_\_  
**MARK A. ARMSTRONG  
GENERAL MANAGER**

BY:  \_\_\_\_\_  
**JIM RODEMS  
DIRECTOR, PARKS & RECREATION**

BY: \_\_\_\_\_  
**BLAIR KING  
CITY MANAGER**

**APPROVE AS TO FORM:**

**ATTEST:**

BY: \_\_\_\_\_  
**D. STEPHEN SCHWABAUER  
CITY ATTORNEY**  


BY: \_\_\_\_\_  
**RANDI JOHL  
CITY CLERK**

**EXHIBIT "A"**

1. Festival does hereby lease to Renter Cabernet Hal, the Grape Pavilion and the East Field for programs sponsored by and conducted under the supervision of the City of Lodi Parks and Recreation Department on the Lodi Grape Festival grounds situated in the City of Lodi, County of San Joaquin, State of California. Festival grants Renter the nonexclusive right to utilize necessary parking lot space and access routes to the buildings which are necessary to conduct its recreation program.

2. Renter's use is limited to the following:

**GRAPE PAVILION:**

Grape Pavilion shall be reserved for Renter's use approximately October 5, 2009 through March 15, 2010 unless other dates are established by mutual written agreement prior to October 1, 2009. The hours Renter may use the Pavilion shall be:

Monday through Friday	5 p.m. to 11 p.m.
Saturday	7 a.m. to 1 a.m. Sunday
Sunday	7 a.m. to 11 p.m.

*(Renter shall use the weekend schedule on legal holidays falling on weekdays.)*

Festival reserves the right to rent Pavilion for basketball practice Monday through Friday until 5 p.m. and Renter shall be pre-empted from the building on the following dates: Wednesday, December 9 through Sunday, December 13, 2009, Friday, February 5 through Sunday, February 7, 2010, Wednesday, March 3 through Sunday, March 7, 2010 and Friday, March 12 through Sunday, March 14, 2010. Late night basketball is permitted on Saturday, February 6, 2010 and Saturday, March 13, 2010 but may not begin until after 9 p.m. In the event Festival schedules use of the Pavilion to another user, that user or the Festival will immediately thereafter provide custodial care and/or maintenance of the Pavilion in order to return it to Renter in satisfactory condition for Renter's continued use.

**CABERNET HALL:**

Cabernet Hall shall be reserved for Renter's use from October 1, 2009 through August 15, 2010 on Monday through Thursday 4:30 p.m. to 11 p.m. Use of Cabernet Hall is reserved by the Festival on Fridays, Saturdays and Sundays, and on Tuesday, Wednesday and Thursday mornings in the third week of each month for use by San Joaquin County for surplus food distribution. Renter may request to Festival for special use on these days.

**EAST FIELD:**

The East Field shall be reserved for Renter's use from October 15, 2009 through April 15, 2010 on Monday through Friday from 5 p.m. to 11 p.m. Festival reserves the right to pre-empt Renter when other events may conflict. Renter will provide no less than one (1) portable restroom for its own use and will provide daily pickup of trash in the East Field area during the lease period. In exchange for use of East Field, Renter will mow field lawn every third week during the winter months (October 15 through April 15), and every week during the summer months (April 16 through October 14).

3. It shall be the responsibility of the Renter to provide sufficient personnel to monitor crowd control, including policing of parking lot areas and grounds adjacent to the buildings to insure no disturbance of other Renters on the Festival grounds. Festival shall have the right to pre-empt usage of any facility when other facility renters will be in the immediate vicinity of the buildings. Festival will notify Renter in advance of these pre-empted dates.

4. Renter shall be diligent in turning out lights, turning off heaters and/or coolers and locking building doors and outside gates daily and nightly after each use. If this provision is not observed, Festival shall bill Renter for use of utilities beyond scheduled hours of use. Renter shall provide Festival with a complete list of personnel who are issued keys to Festival's facilities. Renter shall be billed \$50 (fifty dollars) for each key not returned to Festival at end of lease year.

Initials: \_\_\_\_\_  
Lodi Grape Festival

Initials: \_\_\_\_\_  
City of Lodi, Schwabauer 

Initials:  \_\_\_\_\_  
City of Lodi, Rodems

Initials: \_\_\_\_\_  
City of Lodi, Johl

Initials: \_\_\_\_\_  
City of Lodi, King

5. Renter agrees to provide adequate qualified supervision at all times when using any of Festival's facilities. Renter agrees to clean up all areas used, outside and inside, including parking areas, on a daily basis, and all areas of the buildings and grounds are to be kept free of papers, cups, cans, bottles and other debris deposited as a result of Renter's activities. Renter agrees to repair or replace, at its own expense, any and all damage to Festival's buildings, facilities, equipment and/or grounds caused by Renter's activities.

6. It is expressly agreed and understood that this lease is for the use of the Renter for its recreational programs and NO SUBLETTING or assignment of this lease is permitted unless otherwise approved by mutual written agreement. Any programs or activities other than the basketball program shall first be approved by Festival. Renter shall have concession rights for its events only and may operate a concession during all applicable events under this lease specifically granted to Renter. Concession shall comply with all health, fire and safety regulations, including no propane gas cooking inside the buildings.

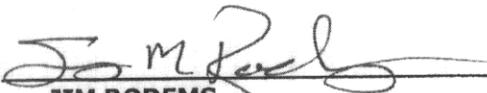
7. Renter does hereby agree to indemnify, defend and save Festival free and harmless from any and all claims for loss, damage, injury or liability to persons or property that may arise during the time the Renter is using the buildings, facilities and grounds which arise from the acts or omissions of Renter, except for claims for loss, damage, injury or liability to persons or property which arise from the acts of Festival. For such claims the Festival does hereby agree to indemnify, defend and save Renter free and harmless. Renter agrees at all times during the continuance of this lease to maintain adequate public liability and property damage insurance covering its use, occupancy and operation of said premises. Such policy or policies shall carry a specific endorsement providing that the Festival, the County of San Joaquin, the State of California, and their agents, directors, officers, servants and employees are named as additional insureds and that such liability policy or policies are primary insurance as to any similar insurance carried by Festival. Renter shall furnish Festival with satisfactory proof of the carriage of insurance required by Festival, and there shall be a specific contractual liability assumed by Renter pursuant to this lease. Any policy of insurance required of Renter under this lease shall also contain an endorsement providing that at least thirty (30) days notice must be given in writing to Festival of any pending change in the limits of liability or of any cancellation or modification of the policy or policies.

In the event Renter is self-insured, Renter shall provide a certificate of self-insurance in a form satisfactory to Festival.

**LODI GRAPE FESTIVAL AND  
NATIONAL WINE SHOW ASSOCIATION, INC.**

**CITY OF LODI, a municipal  
corporation**

BY: \_\_\_\_\_  
**MARK A. ARMSTRONG  
GENERAL MANAGER**

BY:   
**JIM RODEMS  
DIRECTOR, PARKS & RECREATION**

BY: \_\_\_\_\_  
**BLAIR KING  
CITY MANAGER**

**APPROVE AS TO FORM:**

**ATTEST:**

BY: \_\_\_\_\_  
**D. STEPHEN SCHWABAUER  
CITY ATTORNEY** 

BY: \_\_\_\_\_  
**RANDI JOHL  
CITY CLERK**

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE MASTER LEASE AGREEMENT WITH THE LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW ASSOCIATION FOR USE OF VARIOUS FESTIVAL GROUND FACILITIES FOR THE PERIOD JULY 1, 2009 TO JUNE 30, 2010, AT A LEASE RATE OF \$21,000 PER YEAR

=====

WHEREAS, the Parks and Recreation Department has leased facilities from the Lodi Grape Festival and National Wine Show Association for more than 40 years for various indoor and outdoor programs; and

WHEREAS, this agreement allow the City use of the Grape Pavilion, Cabernet Hall, and an outdoor area know as the soccer field; and

WHEREAS, management of the Lodi Grape Festival has also been quick to accommodate our needs when other space and/or facilities are required; and

WHEREAS, the term of the agreement is for one (1) year, commencing on July 1, 2009, and ending June 30, 2010.; and

WHEREAS, the annual lease payment is \$21,000; and

WHEREAS, staff therefore recommends that the City Council approve the use agreement, which provides facilities for youth and adult basketball, soccer, and other miscellaneous programming.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the master lease agreement with the Lodi Grape Festival and National Wine Show Association, for use of the Grape Pavilion, Cabernet Hall, and an area known as the soccer field for the period July 1, 2009, to June 30, 2010.

Dated: June 17, 2008

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, 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 a Resolution Authorizing the City Manager to Execute an Agreement with the Boosters of Boys/Girls Sports Organization (BOBS) for Concession Operations

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Interim Parks and Recreation Director

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute an agreement with the Boosters of Boys/Girls Sports Organization (BOBS) for concession operations.

**BACKGROUND INFORMATION:** The BOBS Organization is committed to providing low-cost youth sports programs in Lodi. To meet this goal, the organization operates concession stands at various youth sports facilities. These facilities include the Grape Bowl Stadium, Kofu Park, Salas Park, Zupo Field, Softball Complex and Chapman Field. In addition to raising funds for program costs, the BOBS dedicate funds toward capital improvements at these sites.

The concession outlets are staffed by BOBS employees. Both the expiring and new agreements provide that the BOBS will submit a monthly concession report to the Parks and Recreation Director. The Softball Complex and Chapman Field are additional locations that were not in the old contract.

As an all-volunteer group, the BOBS provide a cost-effective means for the City to leverage concession operations to benefit community sports programs. Staff recommends approving the attached agreement authorizing the BOBS to conduct concession operations at the Grape Bowl, Kofu Park, Salas Park, Zupo Field, Softball Complex and other locations, which will be determined by mutual agreement with the BOBS and the Parks and Recreation Director, for BOBS-sponsored events for the period July 1, 2009 to June 30, 2010.

**FISCAL IMPACT:** BOBS retains all proceeds, which are approximately \$40,000 for the fiscal year. These funds are expended on upgrades to City facilities, equipment for sports teams and reimbursing the Recreation Department for staff time related to BOBS activities.

**FUNDING AVAILABLE:** N/A

  
James M. Rodems  
Interim Parks and Recreation Director

cc: City Attorney

---

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

## AGREEMENT

### CITY OF LODI AND BOOSTERS OF BOYS AND GIRLS SPORTS FOR CONCESSION OPERATIONS AT THE GRAPE BOWL STADIUM, KOFU, SALAS, ZUPO, SOFTBALL COMPLEX, CHAPMAN FIELD AND OTHER LOCATIONS FOR BOBS SPONSORED EVENTS AND OTHER EVENTS AS DETERMINED BY MUTUAL AGREEMENT WITH THE BOBS AND THE DIRECTOR OF PARKS AND RECREATION

#### **PARTIES:**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the City of Lodi, a municipal corporation ("City") and the Boosters of Boys and Girls Sports ("BOBS"). The term of this agreement shall be from July 1, 2009 to June 30, 2010.

#### **RECITALS:**

BOBS agrees to operate concession stands at the below described parks under the terms and conditions set forth herein:

- Grape Bowl Stadium, 221 Lawrence Street, Lodi, California
- Kofu Park, 1145 S. Ham Lane, Lodi, California
- Salas Park, 2001 S. Stockton Street, Lodi, California
- Zupo Park, 350 N. Washington Street, Lodi, California
- Softball Complex, 401 N. Stockton Street, Lodi, California
- Chapman Field, 333 N. Washington Street, Lodi, California

#### **TERMS AND CONDITIONS:**

1. Definitions:

A. Special Events: As used in this Agreement "Special Events" shall mean events other than normal Parks and Recreation activities including but not limited to concerts and professional sporting events.

2. Premises: City does hereby grant to BOBS the sole and exclusive right\license to vend food and drinks, etc. at the concession stands at the Grape Bowl Stadium, Kofu, Salas, and Zupo parks and other locations for BOBS and/or City sponsored programs and events (determined by mutual agreement with BOBS and the Director of Parks and Recreation for the

term of this agreement.) The Director of Parks and Recreation may allow other concessionaires at special events.

3. Consideration: In consideration for the granting of this right/license the parties shall do the following:

A. City shall provide:

1. Enclosed concession stands at the Grape Bowl Stadium, Kofu, Salas, Zupo, Softball Complex and Chapman Field parks with some limited City-owned equipment listed in Exhibit A which BOBS will be expected to service and maintain at BOBS sole cost and expense;
2. Water, sanitary sewer, gas, electricity, and garbage receptacles outside of the concession buildings;
3. Maintenance of the general property of the concession buildings, unless abuse and lack of general care is apparent, at which time the cost and expenditures shall be that of the BOBS.

B. Concession operation conditions:

1. The City Manager is granted the right to immediately terminate this agreement upon failure on the part of the BOBS to keep in full force and effect during the entire term of this agreement, the insurance required herein;
2. BOBS shall, prior to opening for business, furnish a products and price schedule and shall follow the products and price schedule as mutually agreed to between BOBS and City;
3. BOBS shall provide all equipment and merchandise necessary to operate said concessions except the equipment listed in Exhibit A;
4. BOBS shall keep accurate records and books of accounts of all purchases and sales and does hereby give to the City or its authorized agents, the right to examine and audit said books at any reasonable time. The BOBS will complete monthly reports, and these reports shall be filed with the City by the tenth day of every month while said concession is in operation;

5. BOBS shall operate said concessions on program game dates at times commencing 15 minutes before first scheduled game or event time and closing no earlier than the conclusion of the last scheduled game and/or 9:30 p.m.;
6. BOBS agrees to obtain at its own expense, any and all permits and licenses which may be required by law or ordinance in conducting the concessions, and to pay any and all taxes which may be assessed against it for whatever purposes in the operation of said concessions;
7. BOBS shall keep the concession stands and the immediate surrounding area in a clean and presentable condition at all times and follow the strictest of sanitary conditions, and any State and local ordinances applicable to the business conducted. BOBS shall give the City written notice of any maintenance problems;
8. The rights granted hereunder for concession sales at the identified parks, shall be exclusive to BOBS for BOBS excepting special events and football games sponsored by the Lodi Unified School District at the Grape Bowl Stadium. Subleasing by BOBS is hereby prohibited;
9. BOBS is aware that a Possessory Interest Tax is or may be charged each year by the County Assessor for the use of the facilities and that payment of this tax is the responsibility of BOBS;
10. The Parks and Recreation Director shall consult with the BOBS and the Concession Manager to approve or disapprove any employee or operator of said concession stands on the basis of such considerations as dress, general cleanliness, working relationship with the public, and staff needed to successfully vend food for day to day operations, tournaments or special events/activities. (City will coordinate this action with Concessionaire manager);
11. City reserves the right to enter upon the premises at any reasonable time, to inspect the operation and equipment thereon, or for any other purpose;

12. BOBS shall not have the right to sell, mortgage, assign or sublet this agreement or any part thereof without the prior written consent of City and any attempt to do so shall automatically terminate this agreement;

13. BOBS shall be responsible for the security of the concession stand and any storage buildings assigned to its exclusive use as far as locks on doors and windows or installation of an alarm system if it is deemed necessary by mutual agreement of the parties. BOBS shall be responsible for any acts of vandalism to BOBS' equipment or inventory;

14. At the conclusion of or termination of this agreement BOBS shall surrender said concession premises in as good an order and condition as that in which BOBS received same, excepting ordinary wear and tear. Damage to or mistreatment of the buildings or City equipment will be the responsibility of BOBS to repair, replace, or reimburse for repair and replacement.

4. Insurance\Hold Harmless: City shall, as owner of the property, be responsible to the extent provided by law for any damages arising from the condition of the property itself, or from the direct and active negligence of City's employees and officers. BOBS shall save, defend, indemnify and hold harmless City, its officers, agents or employees from all damages, costs or expenses which may arise because of damages or injury caused by BOBS, its officers, agents, members or employees during the course of its activities on said premises. Such indemnity shall include attorney's fees. BOBS is required to carry a policy of comprehensive general liability insurance in compliance with all provisions of the "Risk Transfer Requirements for Lease or Use of City of Lodi Facilities", attached hereto as Exhibit B and incorporated herein by reference.

5. Termination of Agreement: This agreement may be terminated at any time with or without cause by either party upon thirty days written notice. Upon termination of this agreement BOBS agrees to quit and surrender the premises in a peaceable manner and City shall have the right to remove BOBS and all others occupying through or under this agreement.

6. Holding Over: Any holding over after the expiration of this contract, with the consent of the Director of Parks and Recreation, shall be construed as a year-to-year tenancy, otherwise in accordance with the terms hereof, as applicable.

7. Entire Agreement: This document contains the entire agreement between the parties. Any inconsistent prior or contemporaneous oral terms are void and shall not be used to modify or supplement this written agreement.

8. Attorney's Fee and Costs: In the event either party brings an action under this agreement at Law or in Equity, for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorney's fees and costs whether or not such action is prosecuted to judgment.

**IN WITNESS WHEREOF**, the parties hereto, being in agreement with the terms of this writing, have set their hands as follows:

CITY OF LODI, a municipal corporation

BOOSTERS OF BOYS AND GIRLS  
SPORTS (BOBS):

\_\_\_\_\_  
BLAIR KING  
City Manager

\_\_\_\_\_  
TED COFFEE  
President

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

APPROVE AS TO FORM:

  
\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE AGREEMENT BETWEEN THE CITY  
OF LODI AND BOOSTERS OF BOYS AND GIRLS  
SPORTS (BOBS) ORGANIZATION FOR CONCESSION  
OPERATIONS AT THE GRAPE BOWL STADIUM, KOFU,  
SALAS, AND ZUPO PARKS AND OTHER LOCATIONS  
FOR BOBS SPONSORED EVENTS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the agreement between the City of Lodi and Boosters of Boys and Girls Sports (BOBS) Organization for concession operations at the Grape Bowl Stadium, Kofu, Salas, and Zupo Parks and other locations for BOBS sponsored events; and

BE IT FURTHER RESOLVED that the term of this agreement will cover the period of July 1, 2009 through June 30, 2010.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of Lodi.

Dated: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, 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 Approving a Second One-Year Extension of Tree Trimming 2007 Contract with West Coast Arborists, Inc., of Stockton (\$40,000)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution approving a second one-year extension of the Tree Trimming 2007 contract with West Coast Arborists, Inc., of Stockton, in an amount not to exceed \$40,000.

**BACKGROUND INFORMATION:** This project provides for the structural pruning and maintenance trimming of trees in a grid program and would complete an additional 677 trees based on the existing grid pruning contract that was first awarded to West Coast Arborists, Inc., on February 21, 2007. The contractor has offered to extend the existing contract for an additional year with no cost increase.

This contract has accomplished pruning of a total of 2,413 trees with exceptional results. This has completed all of grids 1, 2, 3, 4, 5, 6, and 11 and portions of grids 8, 9, and 14. The City has 24 grids in all.

The contract contains options to renew, if mutually agreeable. West Coast Arborists, Inc., has offered to extend the contract for an additional year honoring the prices for both the grid pruning and the optional bid items (emergency tree removal, stump grinding, etc.). If approved, additional grids will be completed during the course of Fiscal Year 2009/10, which will be part of the Streets and Drainage operating budget.

**FISCAL IMPACT:** This contract extension will total no more than \$40,000 and will be funded from the Streets and Drainage operating budget, subject to budget approval and appropriation.

**FUNDING AVAILABLE:** This project is funded from the Streets and Drainage operating budget (3215036).

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager  
RCP/GMB/CJ/dsg

cc: George M. Bradley, Streets and Drainage Manager  
Ray Fye, Tree Operations Supervisor

APPROVED: \_\_\_\_\_  
Blair King, City Manager

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING A SECOND ONE-YEAR EXTENSION OF  
THE TREE TRIMMING 2007 CONTRACT WITH WEST  
COAST ARBORISTS, INC.

=====

WHEREAS, a contract was awarded to West Coast Arborists, Inc, of Stockton, by the Lodi City Council on February 21, 2007, and that contract contains options to renew; and

WHEREAS, West Coast Arborists, Inc., has agreed to extend the contract for an additional year honoring the prices for both grid pruning and optional bid items; and

WHEREAS, since the awarding of this contract, a total of 2,413 trees have been trimmed with exceptional results; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a second one-year extension of the Tree Trimming 2007 contract with West Coast Arborists, Inc., of Stockton, California, in an amount not to exceed \$40,000, subject to actual funding in the fiscal year 2009/10 budget; and

BE IT FURTHER RESOLVED that the term of this extension shall be for the period July 1, 2009 through June 30, 2010.

Dated: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, 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 Approving Contracts for Fiscal Year 2009/10 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,872) and Transit Facility Cleaning (\$38,456)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute contracts for Fiscal Year 2009/10 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown cleaning in the amount of \$46,872 and Transit Facility cleaning in the amount of \$38,456.

**BACKGROUND INFORMATION:** United Cerebral Palsy (UCP) has been working for the Public Works Department since 2000. They have been successfully used at several City facilities. Staff is proposing to continue contracting with UCP for Downtown cleaning and Transit Facility servicing. The Downtown emphasis is placed on School Street and addresses furniture, trash, litter, spills, and leaf removal. The Transit Facility service addresses the exterior of the Lodi Station, the Lodi Parking Structure, and sheltered bus stops.

The UCP Program provides meaningful work for the disabled. Each UCP crew is composed of four persons plus a supervisor. The program includes transportation and direct supervision for the crew. The contract rate for a crew is \$46.50 per hour. UCP is the only known non-profit organization that pays the disabled the State minimum wage. All other organizations pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage.

**FISCAL IMPACT:** The overall fiscal impact is minor when service/benefit received is compared to cost. The entire community uses Downtown. A clean Downtown area gives the impression of a safe and welcoming environment. Lodi Station is not only the first impression for many visitors, but also the only impression for many passing through Lodi by train

**FUNDING AVAILABLE:** Funds for this contract are provided in the 2009/10 Operating budget.

Downtown Cleaning Estimate:	\$46,872
Budgeted:	321 Street Fund – Downtown Cleaning
Transit Facility Estimate:	\$38,455.50
Budgeted:	12 Transit Fund

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by George M. Bradley, Streets and Drainage Manager  
FWS/GMB/CJ/dsg  
cc: Curt Juran, Assistant Streets and Drainage Manager

Downtown Lodi Business Partnership

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

## **Contract for "Downtown Lodi Cleaning Crew"**

This contract agreement is made and entered into this 1st day of July 2009 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Downtown Lodi Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1 2009, will provide services associated with the "Downtown Lodi Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Downtown Lodi Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Downtown Lodi Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Downtown Lodi Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Downtown Lodi Cleaning" project's duties as outlined by the City of Lodi include:

- Work hours, Monday – Friday, 6:00 am – 10:00 am, except holidays
- Empty trash containers and clean area Monday & Friday (map attached)
- Clean all Downtown furniture weekly, dust benches, bollards, light standards
- Remove litter, broken glass, cleanup spills
- Remove fallen leaves weekly
- Wash sidewalk areas around trash containers monthly
- Report hazards immediately – broken tree limbs, loose pavers, bent signs etc...

### **The Contractor's responsibilities**

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior

approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.

2. The Contractor will perform "Downtown Lodi Cleaning" as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated Downtown areas receive adequate cleaning for the month. For convenience and safety UCP agrees to begin cleaning Downtown at 6:00 am – 10:00 am, Monday through Friday.
3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Downtown Lodi Cleaning" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations not be negatively affected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
7. Notwithstanding the provisions of section 5 below under the Customer's responsibilities, all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.

#### **The Customer's Responsibilities**

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Downtown Lodi Cleaning".
2. The Customer will provide all Contractor crewmembers with "Downtown Lodi Cleaning" supplies and equipment specific to 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor, to the extent permitted by the California Public Records Act.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

### Downtown Lodi Cleaning Cost Projection

FY08-09	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced	88	84	84	88	76	88	76	76	92	88	80	88	<b>1,008</b>
Cleaning Cost Per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	<b>\$ 46.50</b>
Cleaning Cost Per Month	\$4092	\$3906	\$3906	\$4092	\$3534	\$4092	\$3534	\$3534	\$4278	\$4092	\$3720	\$4092	<b>\$46,872</b>

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in this agreement and its attachments:

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
Blair King, City Manager

\_\_\_\_\_  
Date

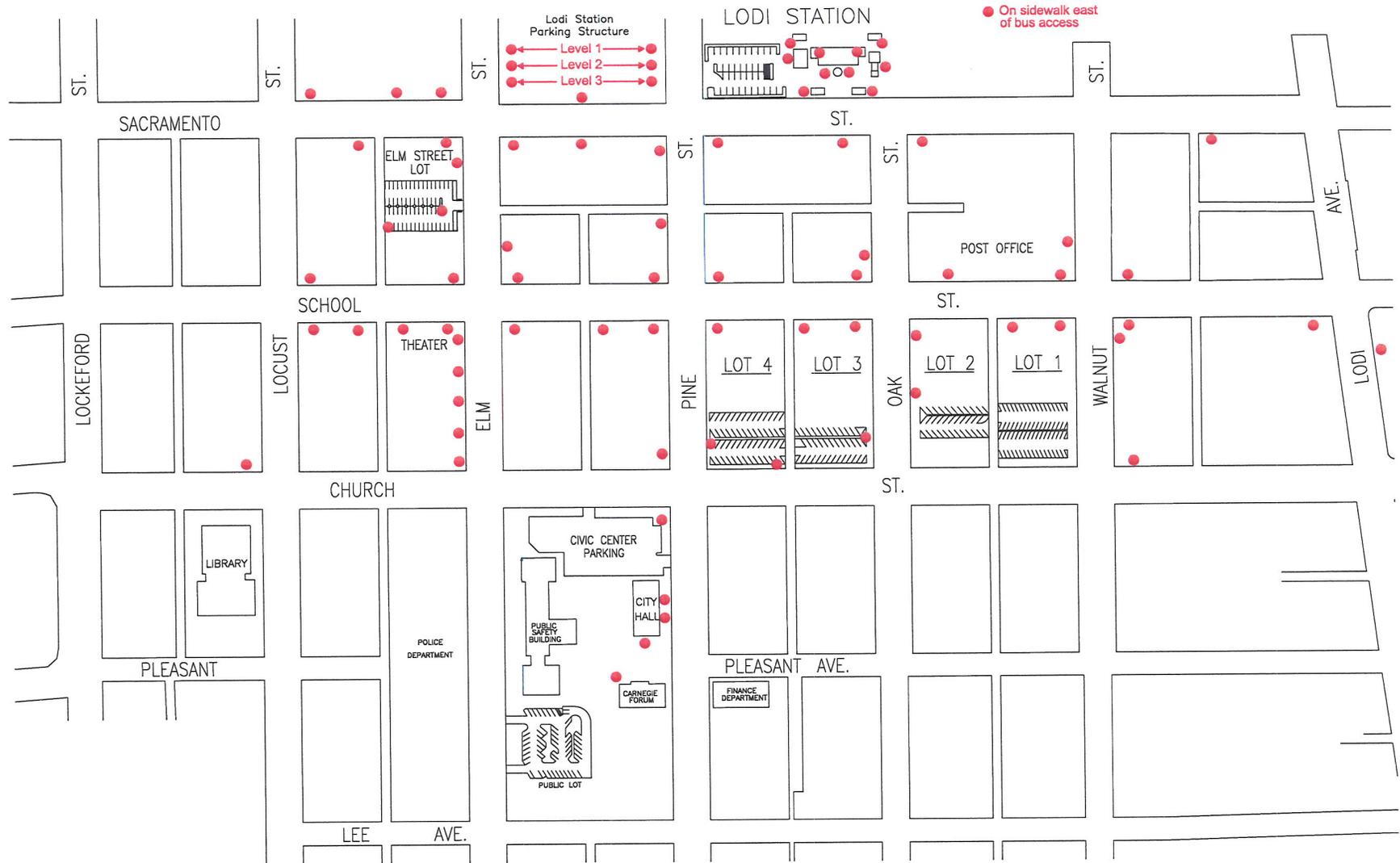
ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney





● On sidewalk east of bus access

● - Trash Can



September 25, 2008

NO.	DATE	BY	NO.	DATE	BY
1			4		
2			5		
3			6		



CITY OF LODI  
PUBLIC WORKS DEPARTMENT

**DOWNTOWN  
CLEANUP**

2009-2010  
Downtown Lodi Schedule

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

88

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

84

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

84

October

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 Days Worked

## Contract for "Transit Facility Cleaning"

This contract agreement is made and entered into this 1st day of July, 2009 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Transit Facility Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2009, will provide services associated with the "Transit Facility Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Transit Facility Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Transit Facility Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Transit Facility Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Transit Facility Cleaning" project duties as outlined by the City of Lodi. Specific responsibilities for the Transit Facility include removal of litter, debris, leaves, and weeds as needed. At the Lodi Station Parking structure, Lodi Station, and Sheltered Bus Stops, specific responsibilities include those itemized above as well as washing down spilled or leaked fluids and emptying trash containers.

### The Contractor's Responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer.
2. The Contractor will perform "Transit Facility Cleaning" for City owned facilities such as the Lodi Station Parking structure, Lodi Train Station, and Grapeline bus shelters as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated areas receive adequate cleaning for the month. For convenience and safety UCP agrees to arrive at the lots no earlier than 4:30 p.m. (Weekends, if necessary, will be excluded from the 4:30 p.m. start time.) The Contractor will now also collect garbage from bus stops as needed. This duty has been added to the contract. The Contractor will be responsible for the bus stops mentioned in Exhibit A.

## Exhibit A – Bus Stops

**Wal-Mart • Target • Lowe’s • Lower Sacramento North of Elm • Lower Sacramento by Meritage Apartments • Salisbury’s (Turner and Woodhaven) • Lodi Lake on Turner Road near the main gate • Lockeford Street at Calaveras Street • Hale Park • Loel Center • Smart and Final • Central Avenue at Tokay Street • Central Avenue at Boys and Girls Club • Kofu Park • Municipal Service Center.**

3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s) / supervisor(s) will remain onsite, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers’ Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers’ Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the “Transit Facility Cleaning” services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer’s property.
7. Notwithstanding the provisions of section 5 below under the “Customer’s Responsibilities”, all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.

### The Customer’s Responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15<sup>th</sup>) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the “Transit Facility Cleaning”. This cost will not exceed \$40,000 per year regardless of hours worked. This shall be considered full compensation for all the Contractor’s expenses incurred in the performance of the contract.
2. The Customer will provide all Contractor crewmembers with “Transit Facility Cleaning” supplies and equipment specific to “Special Services” as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer’s standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor, to the extent permitted by the California Public Records Act.

5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

Transit Facility Cleaning Cost Projection

FY 06-07	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
Hrs. Serviced	68	74	66	71	71	66	75	64	64	68	74	66	827
Parking Lot Cost per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	
Parking Lot Cost per Month	\$3,162	\$3,441	\$3,069	\$3301.50	\$3,301.50	\$3,069	\$3,487.50	\$2,976	\$2,976	\$3,162	\$3,441	\$3,069	\$38,455.50

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in the agreement and its attachments:

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Blair King, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Randi Johl, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney

\_\_\_\_\_  
Date

2009 - 2010 Transit Facility Cleaning Schedule

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66

 Days Worked

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING CONTRACTS FOR DOWNTOWN  
CLEANING AND TRANSIT FACILITY CLEANING FOR  
FISCAL YEAR 2009/10 AND FURTHER AUTHORIZING  
THE CITY MANAGER TO EXECUTE THE CONTRACT

=====

WHEREAS, United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties (UCP) has been working for the Public Works Department since 2000, and they have been successfully used at several City facilities; and

WHEREAS, each UCP crew is composed of four persons plus a supervisor. The program includes transportation and direct supervision for the crew. The contract rate for a crew is \$46.50 per hour. UCP is the only known non-profit organization that pays the disabled the State minimum wage. All other organizations pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage; and

WHEREAS, staff recommends that the City continue to contract with UCP for Downtown cleaning and Transit Facility servicing. The Downtown emphasis is placed on School Street and addresses furniture, trash, litter, spills, and leaf removal. The Transit Facility service addresses the exterior of the Lodi Station, the Lodi Parking Structure, and sheltered bus stops.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a Downtown cleaning contract in the amount of \$46,872 and a Transit Facility cleaning contract in the amount of \$38,456 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, California, for Fiscal Year 2009/10; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the contracts.

Dated: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, 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 Task Order No. 2 for Wastewater Utility Financial Planning, Rate Setting and Capacity Charge Study with The Reed Group, Inc., of Sacramento (\$48,100) and Appropriating Funds (\$60,000)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute Task Order No. 2 in the amount of \$48,100 for wastewater utility financial planning, rate setting and capacity charge study with The Reed Group, Inc., of Sacramento, and appropriating funds in the amount of \$60,000.

**BACKGROUND INFORMATION:** The City Council is planning to conduct a public hearing on July 15, 2009 to consider adjustments to the wastewater utility rates but the scope of this task order is not related to that pending public hearing. Instead, this project will evaluate the wastewater utility rate structure in order to convert residential rates from a "bedroom-count" basis to a usage-based utility rate that will be linked to the future water usage-based rate that will replace the "bedroom-count" rate structure currently used in the City. The Reed Group, Inc., is currently in the process of completing work on the development of the water usage-based rate structure that will be implemented as part of the water meter installation program.

Both the water and wastewater usage-based rates will be brought back to the City Council for consideration and action later this year. For those customers with water meters installed, it is our goal to provide comparative water and wastewater monthly billing information for the 2010 year prior to the start of billing at usage-based rates in 2011.

Another important element of this task order is to update the calculation of the Capacity Charge for new connections to the wastewater collection and treatment system. Now that the projects upgrading the wastewater trunk line and treatment plant are completed, the actual costs can be factored into this updated Capacity Charge calculation. Part of this work will include an update to the list of customer classes served by the wastewater utility.

The services of The Reed Group, Inc., have been selected on the basis of their competitive pricing in comparison to a second proposal, timeliness in meeting deadlines on the water rate project, and their experience in linking water and wastewater usage-based rate structures for other communities. Their proposal is attached. The requested appropriation of \$60,000 includes allowances for staff costs and contingencies over and above the contract amount of \$48,100. Work products of this contract include a usage-based wastewater utility rate schedule, an updated wastewater capacity charge and participation in community outreach to implement the new rates and charges by the end of 2009.

APPROVED: \_\_\_\_\_  
Blair King, City Manager

Adopt Resolution Authorizing City Manager to Execute Task Order No. 2 for Wastewater Utility Financial Planning, Rate Setting and Capacity Charge Study with The Reed Group, Inc., of Sacramento (\$48,100) and Appropriating Funds (\$60,000)

June 17, 2009

Page 2

**FISCAL IMPACT:** The analysis of current and future wastewater rate will ensure that operations and capital expenditures are balanced to the revenues.

**FUNDING AVAILABLE:** Requested Appropriation: \$60,000 (Wastewater Capital - 171)

---

Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

FWS/pmf

Attachment

cc: Water Services Manager



June 1, 2009

Wally Sandelin  
City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

**Subject: Task Order No. 2 - Wastewater Utility Financial Planning, Usage-Based Rate Setting, and Capacity Charge Study**

Dear Wally,

We were pleased to offer this proposal to perform the Wastewater Utility Financial Planning, Rate Setting, and Capacity Charge study. In response to e-mail message this morning, attached to this letter is a revised scope of work and cost estimate for the study. Added to the scope of services is a workshop on proposed wastewater capacity charges for the development community. The scope of services and cost estimate are in a format that can be easily attached to and referenced by the professional services agreement between the City and The Reed Group, Inc., or, if appropriate, used to amend the existing professional services agreement that covers the current water rate study.

I look forward to the opportunity to continue to work with you and other City staff on this important project. Once an agreement has been executed we should set up a kick-off meeting to begin the work. Prior to that meeting, I will prepare and submit a data and information request, which we can discuss during the kick-off meeting. I have also attached a project timeline, which integrates the water and wastewater rate and capacity charge studies. The timeline assumes Council action on the rates and capacity charges in November 2009. This schedule could also be an issue for discussion during our kick-off meeting.

If you have any questions regarding the attached scope of work and cost estimate, please call me at (916) 444-9622.

Sincerely,

A handwritten signature in black ink that reads 'Robert Reed'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Robert Reed  
The Reed Group, Inc.

## EXHIBIT A – SCOPE OF WORK

This work plan is intended to meet the City’s objectives for this study and is based on the scope of work discussed with the City in recent conversations. Deliverables associated with each task are identified.

### Task 1 – Financial Plan Development

This study will include developing a multi-year financial planning model to evaluate the current and estimated future financial condition of the wastewater utility. The financial plan will then be used to (1) assess the financial implications of a variety of long-range planning and capital improvement program issues, (2) evaluate potential financing strategies, (3) identify the annual wastewater rate revenue requirements, and (4) consider financial policies and other actions to help mitigate future wastewater rate increases.

The financial planning model will provide a valuable tool for analyzing various financial issues. Working with City staff, we will identify, define, and model up to four scenarios for financial analysis. Scenarios will include evaluating the current and projected revenues and expenses related to wastewater system rehabilitation and upgrade projects, timeline, and funding, and evaluating the impacts of other planned wastewater projects. The analyses will include developing financial strategies for each scenario with the intention of minimizing future wastewater rate increases.

*Deliverables:           Memorandum summarizing financial plan scenarios, assumptions, findings, and financial strategies.*

### Task 2 – Wastewater Rate Calculations

This task will include development of recommendations regarding wastewater rates, including updating the City’s wastewater rate structure. Annual revenue needs will be determined using the financial plan model. Wastewater rate calculations will include cost of service analyses and rate design steps to develop rate structures that provide needed revenues, are equitable to customers, and meet other City objectives. We will meet with staff to discuss the various rate structure alternatives available to the City, as well as their advantages and disadvantages. In particular, we will consider (1) updating service classification definitions to better reflect demands placed on the wastewater system by different types of uses, (2) tying wastewater rates to water usage and estimated wastewater flows, (3) financial stability associated with any revised rate structure, and (4) equity and reasonableness in wastewater rates. Rate structure recommendations will also reflect direction from the City Council and input from City staff. We will develop multi-year wastewater rate schedules based on a proposed rate structure. Calculations will be based on available data and information, and revenue requirements contained in the multi-year financial plan.

*Deliverables:           Wastewater rate summary report with 5-year rate schedules*

### Task 3 – Wastewater Capacity Charge Calculations

Following discussions with City staff, TRGI will recommend a wastewater capacity charge calculation methodology appropriate for the City’s situation. Wastewater capacity charges will be calculated based on master plan and/or capital improvement plan information provided by

the City, as well as growth and demand projections provided in the master plan or other appropriate planning documents. Capacity charge calculations will be consistent with the requirements of Government Code Section 66013. In addition to the planned capital improvements financing costs and/or the value of existing wastewater system infrastructure may be included in the capacity charge analyses.

Annual capacity charge revenue will be estimated based on the proposed wastewater capacity charges and growth projections provided by the City. Financial plan cash flow analyses will include sensitivity analyses related to growth projections and the associated impact on the ability to meet debt service obligations.

*Deliverables: Wastewater capacity charge summary report*

#### Task 4 – Project Management/Coordination

This task includes various project management and coordination activities, as well as other activities not covered in other tasks.

4.1 Meetings with Staff – Our Project Manager, Bob Reed, will be available to meet with City staff throughout the project. We anticipate the need for a number of meetings with staff from various City departments to address issues such as wastewater service classifications, billing system constraints, etc. Other meetings may be required to coordinate with the City’s project manager, and to plan various aspects of the project.

*Deliverables: Meeting agendas*

4.2 Project Management – Bob Reed will also be responsible for managing and coordinating the activities of the project throughout the engagement. Mr. Reed will be the point of contact with the City and have overall responsibility for the project. Immediately upon receiving a notice to proceed, we will schedule a kick-off meeting between project team members and appropriate City staff. At that time, we will review the project scope, approach, and schedule, and coordinate initial activities.

In addition, each month we will prepare and submit via e-mail monthly invoices to the City’s project manager.

*Deliverables: Monthly invoices*

#### Task 5 – Presentations and Implementation

This task includes various presentations to the City Council, as well as to the Building Industry Association (BIA) and developers active in the Lodi market. In addition, we will provide assistance in adopting new wastewater rates and capacity charges through the required public hearing process.

5.1 “Shirt Sleeve” Study Sessions – The City Council conducts weekly study sessions where council members can devote time to specific issues. Because of the variety and complexity of issues to be addressed during this project, it is anticipated that a series of study sessions may be conducted with the Council to address the financial planning, wastewater rate, capacity charge, and related issues to be covered by the study. These study sessions would provide the opportunity for early input to the study as well as a chance to become fully familiar with the many complex and interrelated issues that will impact the wastewater utility for years to come. While

the specific schedule and agenda for these study sessions will be determined as the study progresses, this sub-task allows for up to four study sessions with the City Council.

*Deliverables: Study Session materials*

5.2 Outreach Workshop with Development Community - This sub-task will include holding a workshop on proposed wastewater capacity charges for representatives from the BIA and active developers within Lodi. The workshop will provide an opportunity to describe the proposed capacity charges, calculation methodology, and underlying assumptions, as well as answer questions related to the capacity charges. City staff may wish to expand the scope of the workshop to include discussion of major capital improvement projects planned to meet the needs of new development, or other related information. It is assumed that the City will identify and invite workshop participants and provide the room and any needed snacks/refreshments.

5.3 Presentation of Recommendations - Final study conclusions and recommendations will need to be presented to the City Council for consideration and approval. We propose to attend and make formal presentations during two City Council meetings. The first meeting would occur once recommendations are finalized and would precede the start of the public hearing notice processes required to approve new wastewater rates and capacity charges. The second presentation to the City Council would occur in conjunction with a public hearing to adopt new wastewater rates and capacity charges. In particular, we propose to present recommendations regarding (1) multi-year financial plan and revenue needs, (2) updated wastewater rate structure, and new wastewater capacity charges for new development.

*Deliverables: Presentation materials*

## EXHIBIT 2 – ESTIMATED PROJECT COST

The table below summarizes the estimated cost for the wastewater financial planning, rate setting, and capacity charge study. The cost estimate includes estimated hours and expenses for each task. The detail is provided for information purposes. We are committed to providing the services as described herein for a not-to-exceed limit of **\$48,100**, including expenses. While the costs associated with individual tasks may vary from those shown in the table, the entire project would be performed within the contract ceiling unless modified in writing by contract amendment.

<b>City of Lodi</b>				
<b>Wastewater Utility Financial Planning, Rate Setting, and Capacity Charge Study</b>				
<b>Estimated Total Project Cost</b>				
<b>Project Task</b>		<b>R. Reed (hours)</b>	<b>Professional Fees</b>	
Hourly Rate -->		\$ 220		
1	Financial Plan Development	36	\$	7,920
2	Wastewater Rate Calculations	44	\$	9,680
3	Wastewater Capacity Charge Calculations	54	\$	11,880
4	Project Management/Coordination	28	\$	6,160
5	Presentation and Implementation	54	\$	11,880
Total Hours and Prof. Fees		216	\$	47,520
Expenses			\$	580
<b>Estimated Total Project Cost</b>			<b>\$</b>	<b>48,100</b>

The Reed Group, Inc. shall submit invoices for actual time and expenses, subject to the not-to-exceed budget, on a monthly basis. All payments are due within 30 days. The cost estimate is valid for 90 days and is based on the scope as described herein. Hourly billing rates and other charges are subject to adjustment in January of each year.

## PROJECT SCHEDULE

The timeline below assumes Council action on water and wastewater rates, and water and wastewater capacity charges in November 2009, and therefore combines and coordinates the tasks of multiple projects. This timeline would allow new rates and charges to go into effect at the beginning of 2010. The schedule can be modified if the needs of the City change. Data and information requests will be prepared and submitted for the water capacity charge study and the wastewater rate and capacity charge study as soon as contracts are executed. Kick-off meetings for those two projects will also be scheduled at that time.

Develop wastewater financial plan model	June
Update water/WW financial plans with FY 09-10 budgets, etc.	Late June
Develop metered water rate structure memorandum	Early July
Develop/discuss alternatives for wastewater rate structure	Early July
Develop/discuss methodology for WW capacity charge calculation	Early July
Obtain WTP cost estimates and develop capacity charge model	July
Develop wastewater capacity charge model and summary report	July
Develop wastewater rate structure summary report	Late July
Prepare water capacity charge report	Early August
Council "shirt sleeve" meetings on rates and capacity charges	Late July-August
Finalize rate and capacity charge recommendations	Early September
Present rate and capacity charge recommendations to Council	September 21
Mail notice of rate hearing to customers	October 1
Public hearings on rates and charges	November 16
Rate and capacity charge implementation	January 2010

The Reed Group, Inc. will review the schedule with City staff during the kick-off meeting. In particular, we will review the timing and topics for study sessions to be held with the City Council. Many of the tasks for the three projects can proceed in parallel, although some activities will need to follow a logical sequencing.

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE TASK ORDER NO. 2 WITH  
THE REED GROUP, INC., FOR WASTEWATER UTILITY FINANCIAL  
PLANNING, RATE SETTING AND CAPACITY CHARGE STUDY  
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, this project will evaluate the wastewater utility rate structure in order to convert residential rates from a "bedroom-count" basis to a usage-based rate that will be linked to the future water usage-based utility that will replace the "bedroom-count" structure currently used in the City; and

WHEREAS, The Reed Group, Inc., is currently in the process of completing work on the development of the water usage-based water rate structure that will be implemented as part of the water meter installation program; and

WHEREAS, another important element of this task order is to update the calculation of the Capacity Charge for new connections to the wastewater collection and treatment system. Now that the projects upgrading the wastewater trunk line and treatment plant are completed, the actual costs can be factored into this updated Capacity Charge calculation. Part of this work will include an update to the list of customer classes served by the wastewater utility; and

WHEREAS, the services of The Reed Group, Inc., have been selected on the basis of their competitive pricing in comparison to a second proposal, timeliness in meeting deadlines on the water rate project, and their experience in linking water and wastewater usage-based rate structures for other communities; and

WHEREAS, The requested appropriation of \$60,000 includes allowances for staff costs and contingencies over and above the contract amount of \$48,100.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Task Order No. 2 for wastewater utility financial planning, rate setting and capacity charge study with The Reed, Group, Inc, of Sacramento, California, in the amount of \$48,100; and

BE IT FURTHER RESOLVED that funds in the amount of \$60,000 be appropriated from Wastewater Capital funds.

Dated: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, by the following vote:

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

RANDI JOHL  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Master Professional Services Agreement and Task Order No. 1 of the City of Lodi Soil and Groundwater Remediation Projects with Stantec Consulting Corporation, of Rancho Cordova (\$70,981) and Appropriating Funds (\$100,000)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute a Master Professional Services Agreement and Task Order No. 1 of the City of Lodi Soil and Groundwater Remediation Projects with Stantec Consulting Corporation, of Rancho Cordova, in the amount of \$70,981 and appropriating funds in the amount of \$100,000.

**BACKGROUND INFORMATION:** A recent Phase II Environmental Site Assessment of the Northern California Power Agency (NCPA) site adjacent to the White Slough Water Pollution Control Facility (WSWPCF) identified surface and subsurface contamination that requires further characterization and probable cleanup. This site is also the proposed location for the Lodi Energy Center (LEC) that currently is under application to the California Energy Commission (CEC) for an operating license. As a condition of the CEC’s review of that application, CEC has requested that additional investigation and evaluation of risk be conducted under Department of Toxic Substance Control review. Funding for these services is Wastewater capital, due in part to the fact the contamination may be the result of operations at WSWPCF. The final agreement with LEC for the site lease and water sale is pending approval by the City Council. In the course of completing the characterization, a cost-sharing amendment to that agreement will be submitted to the City Council for approval.

The City of Lodi recently completed a comprehensive consultant selection process for the monitoring and reporting of the Citywide PCE cleanup program. Stantec, the selected firm, has broad experience in this type of work, as well as soil and groundwater contamination characterization studies, design of remediation facilities and operation of remediation programs. Staff is recommending that Stantec be retained to provide professional services related to characterization and cleanup of the LEC site.

Anticipating that Stantec’s professional services to the City will expand over time in both the areas of soil and groundwater remediation, staff is recommending that Council approve a Master Professional Services Agreement with Stantec to which Task Order No. 1 and subsequent task orders will be added as approved by the City Council. The requested appropriation for Task Order No. 1 of \$100,000 includes allocations for contingencies and staff time.

**FISCAL IMPACT:** The soil contamination remediation costs are unanticipated but will be offset by new revenues realized from the Lodi Energy Center lease agreement covering the site.

**FUNDING AVAILABLE:** Requested Appropriation: \$100,000 – Wastewater Capital (171000)

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Attachment  
cc: Water Services Manager

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

# MASTER PROFESSIONAL SERVICES AGREEMENT

## Engineering Support Services for the City of Lodi

This Master Professional Services Agreement (hereinafter "Agreement") is made and entered into by and between the City of Lodi, a municipal corporation (hereinafter "CITY") and Stantec Consulting Corporation, a California corporation (hereinafter "CONSULTANT").

### **RECITALS**

- A. CONSULTANT services are needed for general engineering support services necessary to perform civil engineering duties for the City on an as needed basis.
- B. After negotiations between CITY and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement. On June 17, 2009, the City Council, by Resolution, authorized the City Manager to execute this Agreement with CONSULTANT.

## **ARTICLE 1**

### **SCOPE OF SERVICES**

#### **Section 1.1 Scope of Services**

CONSULTANT shall perform the services as may be described in subsequent Task Orders which the parties agree are to be made a part hereof by this reference. The services shall be performed by, or under the direct supervision of, CONSULTANT'S Authorized Representative: James W. Grasty, P.G. CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in the specific Task Order(s), nor shall CONSULTANT use any subcontractors or sub-consultants, without the prior written consent of CITY.

#### **Section 1.2 Time for Commencement and Completion of Work**

CONSULTANT shall commence and complete work under this Agreement based on a mutually agreed upon timelines as set forth in the Task Orders.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall

not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall allow CONSULTANT a corresponding time to complete the required work. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 1.3 Meetings**

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

**Section 1.4 Staffing**

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

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

**Section 1.5 Subcontracts**

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

## **ARTICLE 2 COMPENSATION**

### **Section 2.1 Compensation**

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

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

### **Section 2.2 Method of Payment**

CONSULTANT shall submit invoices for completed work on a monthly basis, 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 and such invoices shall be paid within thirty (30) days of receipt by the City.

### **Section 2.3 Costs**

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

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

### **Section 2.4 Auditing**

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

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

**ARTICLE 3**  
**MISCELLANEOUS PROVISIONS**

**Section 3.1 Nondiscrimination**

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

**Section 3.2 Responsibility for Damage**

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

The total amount of all claims the CITY may have against the CONSULTANT under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to (i) in the case of a claim that is not covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the lesser of the fees or \$500,000, or (ii) in the case of a claim that is covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the amount set forth in said Section. As the CITY's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT'S employee's, officers, or directors.

The CONSULTANT'S liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and the CONSULTANT shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CITY, including but not limited to, claims for loss of use, loss of profits and loss of markets.

**Section 3.3 No Personal Liability**

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

**Section 3.4 Responsibility of CITY**

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

**Section 3.5 Insurance Requirements for CONSULTANT**

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

1. COMPREHENSIVE GENERAL LIABILITY

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

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

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person  
\$1,000,000 Bodily Injury - Ea. Occurrence  
\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

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

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

(a) Additional Named Insured Endorsement

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

(b) Primary Insurance Endorsement

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

(c) 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 by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**Section 3.6 Worker's Compensation Insurance**

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the

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

**Section 3.7 Attorney's Fees**

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

**Section 3.8 Successors and Assigns**

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

**Section 3.9 Notices**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
   F. Wally Sandelin, Public Works Director  
   221 West Pine Street  
   P.O. Box 3006  
   Lodi, CA 95241-1910

To CONSULTANT:      Stantec Consulting Corporation  
   Jim Grasty, Principal  
   3017 Kilgore Road, Ste. 100  
   Rancho Cordova, CA 95670

**Section 3.10 Cooperation of CITY**

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

**Section 3.11 CONSULTANT is Not an Employee of CITY**

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

**Section 3.12 Termination**

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work 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 CONSULTANT with third parties in reliance upon this Agreement.

CONSULTANT may terminate this Agreement upon seven (7) days' notice in writing in the event the Client has committed material breach of this Agreement. Non-payment of the CONSULTANT's invoices will be considered a material breach of this Agreement.

**Section 3.13 Severability**

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

**Section 3.14 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.

**Section 3.15 Integration and Modification**

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

**Section 3.16 Applicable Law and Venue**

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

**Section 3.17 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 3.18 Authority**

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

**Section 3.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall, upon payment of the applicable invoices, allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days. CONSULTANT is allowed to retain a copy of all said items for archival purposes.

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

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

CITY OF LODI, a municipal corporation

ATTEST:

By \_\_\_\_\_  
RANDI JOHL  
CITY CLERK

By \_\_\_\_\_  
BLAIR KING  
CITY MANAGER

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

STANTEC CONSULTING CORPORATION

By \_\_\_\_\_  
D. STEPHEN SCHWABAUER  
CITY ATTORNEY 

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Task Order No. 1

City of Lodi

Lodi Energy Center Site – Preliminary Endangerment Assessment

Stantec Consulting Corporation Job No. \_\_\_\_\_

In accordance with the Agreement For Consulting Services between the City of Lodi (Client) and Stantec Consulting Corporation (Consultant), Consultant is authorized to complete the work scope defined in the Task Order according to the schedule and budget defined herein. The mutually agreeable terms and conditions for the above referenced agreement shall prevail.

#### WORK SCOPE

At the request of the California Energy Commission, the Preliminary Endangerment Assessment (PEA) is being performed under oversight by the California Environmental Protection Agency Department of Toxic Substances Control (DTSC). The request is in response to environmental assessment findings that identified several potential environmental concerns at the proposed site. The scope includes PEA work plan preparation, pre-field investigation activities, field investigation, reporting and project management tasks in accordance with the attached proposal dated June 2, 2009.

#### BUDGET

The costs for Consultants services as defined herein shall not exceed \$70,981.

#### COMPENSATION

Compensation shall be in accordance with the provisions of the Task Order Agreement between Client and Consultant and the billing rate schedule contained in the attached letter proposal.

#### SCHEDULE

The work will be completed in accordance with the DTSC approved Voluntary Cleanup Agreement (HAS-VCA 08/09-162) and as requested by the Client. A detailed schedule for the currently anticipated work items is provided in the attached letter proposal.

STANTEC CONSULTING CORP

CITY OF LODI

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

James W. Grasty, P.G.  
Printed Name

Blair King  
Printed Name

Managing Principal Geologist  
Title

City Manager  
Title

June 3, 2009  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney





**Stantec**

**Stantec Consulting Corporation**  
3017 Kilgore Road Suite 100  
Rancho Cordova CA 95670  
Tel: (916) 861-0400  
Fax: (916) 861-0430

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June 2, 2009  
File: 185702076.0001

Mr. Charles E. Swimley Jr.  
Public Works Department  
1331 South Ham Lane  
Lodi, California 95242-2995

**Attention: Mr. Charles E. Swimley Jr., Water Services Manager**

Dear Mr. Swimley:

**Reference: Proposal to Perform a Preliminary Endangerment Assessment  
Proposed Lodi Energy Center Site  
12745 N. Thornton Road  
San Joaquin County APN 055-139-16  
Lodi, California 95240**

At your request, Stantec Consulting Corporation (Stantec) is pleased to submit this proposal to complete a Preliminary Endangerment Assessment (PEA) at the above-referenced site for the proposed Lodi Energy Center (LEC) in San Joaquin County, California. Stantec understands that the City of Lodi (the City) is requesting the completion of a PEA to address California Energy Commission' (CEC) requirements regarding hazardous chemicals identified in the soil at the proposed site for the LEC.

## **BACKGROUND**

The Northern California Power Agency (NCPA) is proposing to construct on City of Lodi property a natural gas-fired electrical power generation facility (LEC) on a 4.4 acre portion (Site) of San Joaquin County APN 055-139-16 in Lodi, California. NCPA contracted Carlton Engineering Inc. (Carlton) to perform a Phase I Environmental Site Assessment (ESA) at the Site. The June 30, 2008 ESA did not identify any recognized environmental conditions (ASTM 1527) at the Site, but did identify several potential environmental concerns (PECs). Based on the ESA results, the CEC requested that NCPA conduct field sampling and soil analyses to adequately characterize the presence of harmful chemicals at the Site and discuss potential risks to construction or plant personnel from these chemicals. In compliance, NCPA directed CH2M HILL to perform a limited Phase II Environmental Site Assessment (Phase II ESA) to obtain data to comply with the CEC request. On February 2, 2009, CH2M HILL performed preliminary soil sampling and subsequent analyses to provide data associated with the PECs identified by the Carlton ESA. CH2M HILL summarized the data and compared it to various agency soil screening levels in a preliminary evaluation of risk to human health in the February 26, 2009 Memorandum entitled *NCPA Lodi Preliminary Phase II ESA Sample Results*. CH2M HILL concluded that exposure of construction workers and onsite industrial workers to surface and subsurface soils may adversely affect human health. Based on these results, the CEC requested that additional investigation and evaluation of risk be conducted under DTSC oversight. Stantec understands that the NCPAs consultant has

## Stantec

June 2, 2009  
Mr. Charles E. Swimley Jr., Water Services Manager  
Page 2 of 7

**Reference: Proposal to Perform a Preliminary Endangerment Assessment  
Proposed Lodi Energy Center Site  
12745 N. Thornton Road  
San Joaquin County APN 055-139-16  
Lodi, California**

initiated preliminary discussions with DTSC regarding CEC's request, including acceptable modifications to the standard PEA requirements.

### SCOPE OF SERVICES

Stantec is proposing the following five tasks and the attached estimated cost to perform the work necessary to perform a PEA at the LEC property.

- Task 1. PEA Work Plan Preparation,
- Task 2. Pre-Field Investigation Activities,
- Task 3. Field Investigation,
- Task 4. Reporting, and
- Task 5. Project Management.

### TASK 1 – PEA WORK PLAN PREPARATION

Stantec will prepare a work plan in compliance with DTSC's *Preliminary Endangerment Assessment Guidance Manual (DTSC Guidance)* (DTSC, 1994/1999). The work plan will include the following requirements:

- Site background,
- Rationale for sampling strategy,
- Sampling methods,
- Sample containers and preservation,
- Sample packaging and shipment,
- Sample documentation,
- Analysis methods and detection limits,
- Decontamination,
- Waste Management, and
- Tentative schedule.

Prior to work plan preparation, Stantec will meet with the DTSC project manager to hold a scoping meeting to insure that the proposed approach is consistent with site specific conditions and objectives. Stantec understands that NCPA's consultant has had some preliminary discussion with DTSC and will confirm with DTSC that a scoping meeting will be required and appropriateness of any preliminary agreements in regard to the proposed approach. Also prior to work plan preparation, Stantec will perform a site visit to evaluate site-specific access, logistical, and safety

## **Stantec**

June 2, 2009

Mr. Charles E. Swimley Jr., Water Services Manager

Page 3 of 7

**Reference: Proposal to Perform a Preliminary Endangerment Assessment  
Proposed Lodi Energy Center Site  
12745 N. Thornton Road  
San Joaquin County APN 055-139-16  
Lodi, California**

issues; meeting a City representative familiar with Site history during this visit is requested to facilitate a thorough understanding of Site conditions.

Stantec will submit the draft work plan to the City for review and comment. City comments will be incorporated into a final draft work plan and submitted to DTSC for comment. With the City's concurrence, Stantec will incorporate DTSC's comments and requirements and submit a *Final Work Plan* to DTSC. The work plan will be prepared under the direction of, and signed by, a California-licensed Professional Geologist or Professional Engineer.

### **TASK 2 – PRE-FIELD INVESTIGATION EFFORTS**

The following items will be completed prior to mobilizing for the field investigation.

#### **Subcontracting**

Stantec will solicit bids, screen contractors for health and safety considerations, select, and contract a C-57 licensed driller, a private utility locating service, a California-certified analytical laboratory, and a state and federally-licensed waste disposal contractor.

#### **Site Safety Plan (SSP)**

Stantec will prepare a Site Safety Plan (SSP) for site-specific conditions and scope of work as required by the Occupational Health and Safety Administration (OSHA) standard guidelines (29 CFR 1910.120), and by California Occupational Health and Safety Administration (Cal-OSHA) guidelines (CCR Title 8, Section 5192). Prior to the commencement of the field investigation, the SSP will be updated with appropriate field personnel and subcontractor information. The field staff and contractors will review and sign the SSP before beginning field operations at the Site.

#### **Permitting**

The investigation will require acquisition of soil boring permits from San Joaquin County Environmental Health Department (SJCEHD) prior to the commencement of drilling activities. If a current Master File Record Form (MFRF) for the Site is not on file with SJCEHD, Stantec will complete the required form on behalf of the City. Stantec will also complete and submit the boring permit application, the MFRF, a copy of the DTSC work plan-approval letter, along with permit and MFRF fees to the SJCEHD. Stantec will also coordinate with SJCEHD to schedule the boring grout inspection and pay for additional grouting inspection fees if required.

#### **Borehole Clearance Activities**

Stantec will mark the proposed boring locations with white paint, as required by law, and contact Underground Service Alert (USA) at least 48-hours prior to drilling to notify all utility operators in the area to clear the marked locations. Additionally, Stantec will hire a private utility locating service to conduct a utility clearance of the drilling area prior to conducting fieldwork to ensure that underground utilities other subsurface structures are not encountered during drilling activities. After clearance is verified by USA and the utility locator, the borings will be hand augered or air knifed to

## Stantec

June 2, 2009  
Mr. Charles E. Swimley Jr., Water Services Manager  
Page 4 of 7

**Reference: Proposal to Perform a Preliminary Endangerment Assessment  
Proposed Lodi Energy Center Site  
12745 N. Thornton Road  
San Joaquin County APN 055-139-16  
Lodi, California**

a depth of approximately five feet bgs to further minimize the risk of encountering subsurface obstructions.

### **TASK 3 – FIELD INVESTIGATION**

Based on information available to Stantec, NCPA's consultant has apparently had some preliminary agreements with DTSC regarding non-standard approaches for the PEA scope of work. The approach outlined below is based Stantec's understanding of the approved scope of work, but may require additional work items or procedures based on subsequent discussion with DTSC or DTSC review of the work plan.

Following receipt of boring permits and notification of DTSC, Stantec will mobilize a C-57 licensed drilling contractor to advance up to 20 soil borings to the soil/groundwater interface or a maximum depth of 11 feet below ground surface (bgs). Groundwater is anticipated to be first-encountered between 7 to 9 feet bgs. Borings will be advanced with direct-push drilling and sampling methods following hand clearing or air knifing of the first five feet of borings to avoid subsurface utilities. Soils will be described in general accordance with ASTM D-2488 under the direct supervision of a California Professional Geologist. Soil samples will be collected using the inner liner from the sampling device and sealed with Teflon® sheeting and plastic caps. Two soil samples will be collected from each boring for laboratory analysis; one from approximately two feet bgs and one from the soil/groundwater. Soil samples collected for potential analysis will be field screened for volatile organic compounds (VOC) with a photo-ionization detector (PID).

Groundwater grab samples will be collected from ten of the soil borings from just below the soil/groundwater interface. Groundwater samples for metals analysis will be field or lab-filtered prior to analyses.

Soil and groundwater grab samples will be labeled, recorded on the chain of custody (COC), and immediately be placed in an iced-cooler for transported under COC protocol to a California state-certified analytical laboratory. Soil and groundwater grab samples, along with approximately ten percent appropriate quality analysis/quality control (QA/QC) samples will be submitted for the following analyses.

- Total Petroleum Hydrocarbons quantified as gasoline, diesel, and motor oil by Environmental Protection Agency (EPA) Method 8260B or 8015 M (as appropriate),
- CAM 17 metals by EPA 6000/7000 series Methods,
- VOCs by EPA Method 8260B (full scan),
- Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8270C, and
- Organochlorine Pesticides by EPA Method 8081A.

## Stantec

June 2, 2009  
Mr. Charles E. Swimley Jr., Water Services Manager  
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**Reference: Proposal to Perform a Preliminary Endangerment Assessment  
Proposed Lodi Energy Center Site  
12745 N. Thornton Road  
San Joaquin County APN 055-139-16  
Lodi, California**

Soil and groundwater sampling equipment will be appropriately decontaminated prior to sample collection. Decontamination fluids, excess sample core, and cuttings will be containerized in appropriately-labeled Department of Transportation approved 55-gallon drums and retained onsite prior to disposal. Disposal costs assume these investigation derived waste are non-hazardous.

Additional analytical costs to perform soluble analyses required by the landfill for disposal acceptance are also included.

### **TASK 4 – REPORTING**

As discussed above, the approach outlined to Stantec and presented below includes deviations from *DTSC Guidance* for PEAs. These include but are not limited to utilizing exposure point concentrations (EPCs) (rather than maximum concentrations), for comparisons with screening levels based on industrial worker exposure scenarios (rather than residential screening criteria). Stantec proposes a scope of services (differing in several respects from a standard PEA), that has apparently been concurred with by DTSC in preliminary discussions. The approach outlined below is based on Stantec's understanding of the approved scope of work, but may require changes based on subsequent discussion with DTSC or DTSC review of the work plan.

Stantec will prepare a modified PEA report including soil and groundwater data tables, soil boring logs, chain of custody and analytical reports, and a site plan showing soil boring locations. The reporting tasks include costs for data evaluation, screening-level evaluation of human health risk, and recommendations for additional investigations as appropriate.

The screening-level human health risk evaluation will compare the soil analytical results to screening criteria based on an industrial worker exposure assumptions. Screening levels will be included with the analytical data in the summary tables. The soil sample metals results will be compared with existing background data using a Wilcoxon-Rank Sum or similar test. EPCs will be generated for each exposure area using ProUCL Version 4.0 software. For organic compounds detected at least once in an exposure area and for metals exceeding background, the ratio of the EPCs to the screening-level criteria will be calculated for each analyte as a measure of risk. Cumulative risk will be calculated for both carcinogenic and non-carcinogenic risk.

The report will include the following:

- A brief description of the site,
- Site historical background,
- Description of the site geology and hydrogeology,
- Summary of field investigation and changes to the work plan based on field conditions,
- Summary of analytical results,
- Figures showing the site vicinity, sample locations, and analytical results,

## **Stantec**

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- Tables summarizing laboratory analytical data,
- HHRA Data Set and Exposure Point Concentrations
- Risk Characterization and Summary Tables
- Uncertainty Discussion,
- Conceptual Site Model,
- Conceptual Site Exposure Model,
- Supporting Documentation (Appendices),
- Screening-Level Human Health Risk Assessment (for inclusion in main report),
- Supporting documentation such as chain-of-custody forms, analytical reports, lithologic logs, and field documentation, photographs,
- Presentation and discussion of all collected data,
- Conclusions and recommendation as appropriate, and
- References Cited

Stantec will prepare a draft report for review and comment by the City. Stantec will incorporate City comments and submit a draft final PEA report to DTSC for comment. Stantec will incorporate DTSC comments as directed by the City and submit a final report to DTSC. The report will be completed under the direction of a California-licensed Professional Geologist or Professional Engineer.

### **TASK 5 – PROJECT MANAGEMENT**

This task includes labor costs associated with normal project management responsibilities for an assumed project duration of approximately eight months. These include investigation, staff, schedule, contract, and financial project management, as well as client and City-approved regulatory communications. Gary D. Haeck (Ph.D.) will serve as the project manager; Sonia Mahini (Ph.D.) will perform the risk evaluations; and Rusty Benkosky (P.E.) will serve as the project Principal Engineer.

### **FEE AND SCHEDULE**

Stantec estimates that the time-and-materials cost to complete the scope of services itemized above is approximately \$70,918.00 (see attached cost estimate) and is prepared to begin immediately upon receipt of a signed notice to proceed. Stantec will submit a draft work plan to the client 45 days after notice to proceed and agreements with DTSC on the scope of work. The length of the review of reports by third parties is unknown, but typically DTSC report review takes 60 to 80

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days. Standard turn around at the laboratory is assumed to be 14 working days. Stantec will provide the client with a draft report 60 days after receipt of validated laboratory data.

The time-and-materials budget is based upon the attached rate sheet and will be invoiced on a monthly basis. The scope of services and related budget is based on information from the recent LEC project meeting and other information provided by the City. Should additional tasks or work items be required that are not included in this scope of services, and cannot be completed within the proposed budget, a request for a change order will be submitted. Stantec understands the City has indicated the desire to complete this project under a City of Lodi master professional services agreement with terms and conditions similar to those negotiated with Stantec for the Central Plume monitoring and reporting work.

Should you have any questions or concerns regarding this proposal or cost estimate, please feel free to contact me.

Sincerely,

**STANTEC CONSULTING CORPORATION**



Gary D. Haeck, Ph.D., P.G.  
Managing Senior Geologist  
Tel: (916) 384-0768  
Fax: (916) 861-0430  
[Gary.Haek@Stantec.com](mailto:Gary.Haek@Stantec.com)



James W. Grasty, P.G.  
Managing Principal Geologist  
Regional Manager

Attachments: Time and Materials Cost Estimate  
Standard 2009 Rate Sheet

## **TIME AND MATERIALS COST ESTIMATE**

**Lodi Energy Center  
Preliminary Environmental Assessment  
Time and Materials Cost Estimate Summary  
Lodi, California**

CLASSIFICATION	Units	Rate	Task 1 PEA Work Plan		Task 2 Pre-Field Investigation Efforts		Task 3 Field Investigation		Task 4 Reporting		Task 5 Project Management		TOTAL COST	
			Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars
<b>STANTEC LABOR</b>														
Principal (Billing Level 16)	hour	\$181	7	\$1,267	1	\$181	1	\$181	60	\$10,860	8	\$1,448	77	\$13,937
Senior (Billing Level 14)	hour	\$157	16	\$2,512	5	\$785	5	\$785	60	\$9,420	25	\$3,925	111	\$17,427
Associate (Billing Level 12)	hour	\$133	8	\$1,064	10	\$1,330	0	\$0	0	\$0	0	\$0	18	\$2,394
Project (Billing Level 9)	hour	\$102	0	\$0	10	\$1,020	22	\$2,244	30	\$3,060	10	\$1,020	72	\$7,344
Staff (Billing Level 7)	hour	\$86	0	\$0	0	\$0	3	\$258	0	\$0	0	\$0	3	\$258
Technician III (Billing Level 5)	hour	\$72	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Senior Drafter/GIS (Billing Level 8)	hour	\$94	4	\$376	0	\$0	0	\$0	15	\$1,410	0	\$0	19	\$1,786
Admin (Billing Level 4)	hour	\$65	2	\$130	0	\$0	0	\$0	4	\$260	5	\$325	11	\$715
<b>TOTAL LABOR COSTS</b>			<b>37</b>	<b>\$5,349</b>	<b>26</b>	<b>\$3,316</b>	<b>31</b>	<b>\$3,468</b>	<b>169</b>	<b>\$25,010</b>	<b>48</b>	<b>\$6,718</b>	<b>311</b>	<b>\$43,861</b>
<b>STANTEC EQUIPMENT</b>														
Photoionization Detector (PID)	day	\$110	0	\$0	0	\$0	2	\$220	0	\$0	0	\$0	2	\$220
Water Level Meter	day	\$25	0	\$0	0	\$0	1	\$25	0	\$0	0	\$0	1	\$25
Tedlar Bags	each	\$15	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Field Vehicle	day	\$85	0	\$0	0	\$0	2	\$170	0	\$0	0	\$0	2	\$170
Level D Safety Equipment	day	\$85	0	\$0	0	\$0	1	\$85	0	\$0	0	\$0	1	\$85
Sampling Pump	day	\$55	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Misc field supplies	day	\$250	0	\$0	0	\$0	2	\$500	0	\$0	0	\$0	2	\$500
Generator	day	\$75	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Water Sampling meters (pH, Temp. C)	each	\$25	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
<b>TOTAL EQUIPMENT COSTS</b>				<b>\$0</b>		<b>\$0</b>		<b>\$1,000</b>		<b>\$0</b>		<b>\$0</b>		<b>\$1,000</b>
<b>REBILLABLES</b>														
Utilities Locator /Surveying	Day	\$1,000	0	\$0	0	\$0	1	\$1,000	0	\$0	0	\$0	1	\$1,000
Laboratory (see lab detail)	Each	\$16,159	0	\$0	0	\$0	1	\$16,159	0	\$0	0	\$0	1	\$16,159
Travel	flight	\$350	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Lodging	day	\$140	0	\$0	0	\$0	1	\$140	0	\$0	0	\$0	1	\$140
Vehicle	day	\$100	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Per diem	day	\$75	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Drilling Subcontractor	Each	\$5,000	0	\$0	0	\$0	1	\$5,000	0	\$0	0	\$0	1	\$5,000
Miscellaneous parts/supplies	lump sum	\$500	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Shipping/Postage	Each	\$25	0	\$0	0	\$0	0	\$0	5	\$125	0	\$0	5	\$125
Mileage	Each	\$0.555	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Disposable bailers	Each	\$10	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Drums	Each	\$55	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Drum Profile	Each	\$60	0	\$0	0	\$0	1	\$60	0	\$0	0	\$0	1	\$60
IDW Transport & disposal	Each	\$200	0	\$0	0	\$0	2	\$400	0	\$0	0	\$0	2	\$400
Water transport and disposal	Each	\$150	0	\$0	0	\$0	1	\$150	0	\$0	0	\$0	1	\$150
Permts	Each	\$89	0	\$0	1	\$89	0	\$0	0	\$0	0	\$0	1	\$89
MFRF	Each	\$315	0	\$0	1	\$315	0	\$0	0	\$0	0	\$0	1	\$315
Misc Admin supplies	Each	\$50	0	\$0	0	\$0	0	\$0	5	\$250	0	\$0	5	\$250
<b>TOTAL REBILLABLES</b>	Markup	10%		<b>\$0</b>		<b>\$444</b>		<b>\$25,200</b>		<b>\$413</b>		<b>\$0</b>		<b>\$26,057</b>
<b>TOTAL COST</b>				<b>\$5,349</b>		<b>\$3,760</b>		<b>\$29,668</b>		<b>\$25,423</b>		<b>\$6,718</b>		<b>\$70,918</b>

**Lodi Energy Center  
Preliminary Environmental Assessment  
Time and Materials Cost Estimate Summary  
Lodi, California**

**Analytical Rates  
Test America**

**Groundwater Samples**

TPHG	Each	\$40	11	\$440
TPHD & TPHMO	Each	\$45	11	\$495
CAM 17 Metals	Each	\$90	11	\$990
PAHs	Each	\$110	11	\$1,210
Pesticides	Each	\$65	11	\$715
VOCs	Each	\$70	11	\$770

**Soil Samples**

TPHG	Each	\$40	22	\$880
TPHD & TPHMO	Each	\$45	22	\$990
CAM 17 Metals	Each	\$90	22	\$1,980
PAHs	Each	\$110	22	\$2,420
Pesticides	Each	\$65	22	\$1,430
VOCs	Each	\$70	22	\$1,540
EDD fees	Each	\$30	1	\$30
Disposal analyses	Each	\$800	1	\$800
<b>Subtotal Soil and Groundwater</b>				<b>\$14,690</b>
Level III QA/QC 10 %	Each	\$1,469	1	\$1,469
<b>Total including Level III</b>				<b>\$16,159</b>

**STANDARD 2009 RATE SCHEDULE**



**STANTEC 2009 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS  
(Page 1 of 3)**

Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

LEVEL	HRLY RATE	DESCRIPTION
1 2 3	\$46 \$52 \$58	<b>Generally Not applicable to the Southern California Market</b> <ul style="list-style-type: none"> <li>• May on occasion be appropriate for intern and clerical support.</li> </ul>
4 5 6	\$65 \$72 \$79	<b>Clerical, Interns, &amp; Field/Lab Techs</b> <ul style="list-style-type: none"> <li>• Assists Office Administrators, Engineers, Designers, and field staff with clerical and routine entry level tasks.</li> </ul>
7 8 9	\$86 \$94 \$102	<b>Junior-level position, Administrative,</b> <ul style="list-style-type: none"> <li>• Independently carries out assignments of limited scope using standard procedures, methods and techniques</li> <li>• Assists senior staff in carrying out more advanced procedures</li> <li>• Completed work is reviewed for feasibility and soundness of judgment</li> <li>• Recent graduate from an appropriate post-secondary program or equivalent.</li> </ul>
10 11 12	\$112 \$122 \$133	<b>Professional level positions</b> <ul style="list-style-type: none"> <li>• Carries out assignments requiring general familiarity within a broad field of the respective profession</li> <li>• Makes decisions by using a combination of standard methods and techniques</li> <li>• Actively participates in planning to ensure the achievement of objectives</li> <li>• Works independently to interpret information and resolve difficulties</li> <li>• Provides applied professional knowledge and initiative in planning and coordinating work programs</li> </ul>
13 14 15	\$146 \$157 \$168	<b>Highly-specialized technical professional or project supervisor</b> <ul style="list-style-type: none"> <li>• Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise</li> <li>• Participates in short and long range planning to ensure the achievement of objectives</li> <li>• Makes responsible decisions on all matters, including work methods, and financial controls associated with projects</li> <li>• Decisions accepted as technically accurate</li> <li>• Reviews and evaluates technical work</li> </ul>
16 17	\$181 \$210	<b>Senior level consultant or management function</b> <ul style="list-style-type: none"> <li>• Recognized as an authority in a specific field with qualifications of significant value</li> <li>• Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise</li> <li>• Independently conceives programs and problems for investigation</li> <li>• Participates in discussions to ensure the achievement of program and/or project objectives</li> <li>• Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects</li> </ul>
18 19	\$247 \$347	<b>Senior level management position</b> <ul style="list-style-type: none"> <li>• Recognized as an authority in a specific field with qualifications of significant value</li> <li>• Responsible for long range planning within a specific area of practice or region</li> <li>• Makes decisions which are far reaching and limited only by objectives and policies of the organization</li> <li>• Plans/approves projects requiring significant human resources or capital investment</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>• Generally, fifteen years experience with extensive professional and management experience</li> </ul>

**STANTEC 2009 RATE SCHEDULE  
ENVIRONMENTAL PRACTICE AREA**



Stantec

**STANTEC 2009 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS  
(Page 2 of 3)**

**Other Direct Disbursements:**

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +15%
Travel/Per Diem	Actual Cost +15%
Per Diem	\$ 150/day
Capital Purchases and Expendable Materials	Actual Cost +15%
Postage and Shipping	Actual Cost +15%
Standard Field Equipment	(See Attached Schedule)

**Standard Field Equipment:**

Standard Field Equipment	Rate
Air Sampling Equipment	\$45/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$15/day
Bailer – Quick E-Bailer System	\$25/day
Bailer – Reusable	\$20/day
Drum – 55 Gallons	\$55/each
Digital Camera	\$25/day
Draeger Sampler (Tubes not included)	\$30/day
Field Communication – Phone	\$10/day
Field Communication – Two-Way Radio	\$20/day
Field Computer	\$25/day
Field Survey – Receptor Survey	\$85/hour
Field Survey - Scope/Proposal Preparation	\$100/each
Field Survey – Site Survey	\$85/hour
Field Survey – Well Search	\$85/hour
Field Test Kit – Groundwater	\$55/each
Field Test Kit – Soil	\$55/each
Field Test Kit – SVE	\$55/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$100/day
Field Vehicle – Sampling Truck	\$175/day
Field Vehicle – Truck/Van	\$130/day
Flame Ionization Detector (FID)	\$130/day
Generator	\$60/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$15/pair
Gloves – Colored Nitrile	\$0.15/pair
Gloves – Kevlar Under Glove	\$2.50/pair
H&S – Level B Safety Equipment	\$165/day
H&S – Level C Safety Equipment	\$85/day
H&S – Level D Safety Equipment	\$50/day
H&S – Traffic Control Equipment	\$55/day
Hand Auger	\$30/day
Large Equipment & System – Caterpillar D4 Bulldozer	\$250/day
Large Equipment & Systems – Dual Phase Extraction Treatment (DPET)	\$200/day
Large Equipment & Systems – Soil Vapor Extraction System	\$100/day
Low Flow Purge/Sampling System	\$80/day
Meter – Oil/Water Interface	\$55/day
Meter – Anemometer	\$25/day
Meter - CO	\$65/day
Meter – Conductivity	\$25/day
Meter – Data Logger	\$140/day
Meter – Dissolved Oxygen	\$65/day
Meter – DO/ORP/Temp/Conductivity	\$100/day
Meter – Dosimeter	\$45/day
Meter – Ferrous Iron	\$5/day



**STANTEC 2009 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS  
(Page 3 of 3)**

**Standard Field Equipment (continued):**

<b>Standard Field Equipment</b>	<b>Rate</b>
Meter – Flow	\$5/day
Meter – H2S Detector	\$65/day
Meter – LEL/O2	\$65/day
Meter – Magnehelic (Gauge)	\$55/day
Meter – Magnetometer	\$50/day
Meter – Manometer	\$25/day
Meter – Measuring Wheel	\$25/day
Meter – Metal Detector	\$15/day
Meter – Multimeter	\$100/day
Meter – O2/CO2	\$65/day
Meter – ORP	\$65/day
Meter – Other	quote/day
Meter – Ozone	\$55/day
Meter – pH	\$25/day
Meter – pH/Temp/Conductivity	\$25/day
Meter – Temperature	\$25/day
Meter – Turbidity	\$30/day
Meter – Dust Monitor	\$120/day
Meter – Velocity	\$25/day
Meter – Water Level Indicator	\$25/day
Photoionization Detector (PID)	\$110/day
Pressure Washer	\$25/day
Pump – Air Sampling	\$45/day
Pump – Centrifugal	\$45/day
Pump – Groundwater Sampling	\$110/day
Pump – Peristaltic	\$50/day
Pump – Submersible	\$60/day
Pump - Trash	\$35/day
Pump – Vacuum Pump	\$45/day
Pump – Whale Sampling	\$25/day
Pump – Well Sampling/Purge	\$45/day
Reproduction – 11x17 Color Plot./Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$10/copy
Reproduction – Oversized Color Plot. Print	\$15/copy
Soil Sample Ring/Sleeve	\$10/each
Survey Equipment – GPS	\$30/day
Survey Equipment – Laser Plane Level & Receiver	\$135/day
Survey Equipment – GPS Survey Quality	\$150/day
Survey Equipment – Level Only	\$85/day
Transducer	\$30/each
Tedlar Bag	\$15/each

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER NO. 1 OF THE CITY OF LODI SOIL AND GROUNDWATER REMEDIATION PROJECTS AND FURTHER APPROPRIATING FUNDS

WHEREAS, a recent Phase II Environmental Site Assessment of the Northern California Power Agency (NCPA) site adjacent to the White Slough Water Pollution Control Facility identified surface and subsurface contamination that requires further characterization and probable cleanup; and

WHEREAS, this site is also the proposed location for the Lodi Energy Center that currently is under application to the California Energy Commission (CEC) for an operating license. As a condition of the CEC's review of that application, CEC has requested that additional investigation and evaluation of risk be conducted under Department of Toxic Substance Control review; and

WHEREAS, the City of Lodi recently completed a comprehensive consultant selection process for the monitoring and reporting of the Citywide PCE cleanup program. Stantec Consulting Corporation, the selected firm, has broad experience in this type of work, as well as soil and groundwater contamination characterization studies, design of remediation facilities and operation of remediation programs; and

WHEREAS, staff recommends that City Council approve a Master Professional Services Agreement with Stantec Consulting Corporation to which Task Order No. 1 and subsequent task orders will be added as approved by the City Council; and

WHEREAS, the requested appropriation for Task Order No. 1 of \$100,000 includes allocations for contingencies and staff time.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Master Agreement and Task Order No. 1 of the City of Lodi Soil and Groundwater Remediation Projects with Stantec Consulting Corporation, of Rancho Cordova, California, in the amount of \$70,981; and

BE IT FURTHER RESOLVED that funds in the amount of \$100,000 be appropriated from the Wastewater Capital fund.

Dated: June 17, 2009

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, 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:** Approve Amendment Extending Term of the Northeastern San Joaquin County Groundwater Banking Authority Joint Powers Agreement

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Public Works Director

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

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

In 2006, the GBA Board recommended an amendment to the agreement to extend the sunset date to June 30, 2008, and in 2008, recommended an amendment to extend the date to June 30, 2009. At this time, the GBA Board has recommended a new amendment to further extend the date to June 30, 2011. At this point, the City's annual "dues" of \$20,000 does not change. Staff is in support of this recommendation. Copies of the amendments and the current agreement are attached.

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

**FUNDING AVAILABLE:** Water Fund (180451) – Budgeted Fiscal Year 2009/10

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

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

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

**AGREEMENT TO EXTEND THE TERM OF THE NORTHEASTERN SAN JOAQUIN  
COUNTY GROUNDWATER BANKING AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT  
(GBA Agreement A-09-01)**

This Amendment (“Amendment”) is made pursuant to section 8.01 of the Northeastern San Joaquin County Groundwater Banking Authority Joint Exercise of Power Agreement by and between the San Joaquin County Flood Control and Water Conservation District (“County District”); the City of Stockton (“Stockton”); the City of Lodi (“Lodi”); Stockton East Water District (“SEWD”); Central San Joaquin Water Conservation District (“Central”); Woodbridge Irrigation District (“Woodbridge”); North San Joaquin Water Conservation District (“NSJWCD”); Central Delta Water Agency (“Central Delta”); South Delta Water Agency (“South Delta”); and California Water Service Company (“Cal Water”)

NOW, THEREFORE, in consideration of the mutual obligations in this Amendment, the parties agree as follows:

1. ARTICLE VII, section 7.01 Term, of the original agreement is modified in its entirety as follows:

Section 7.01. Term. The Members hereby agree to extend the Joint Powers Agreement, establishing the Northeastern San Joaquin County Groundwater Banking Authority, which terminates on June 30, 2009, until June 30, 2011.

2. All provisions of the original agreement, except as modified by this Amendment, shall remain in full force and effect and are reaffirmed. In the event of any conflict, inconsistency, or incongruity between any provisions of this Amendment and any provision of the original agreement, the provision of this Amendment shall govern and control.

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

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

By \_\_\_\_\_ (SEAL)  
Deputy Clerk

SAN JOAQUIN COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By \_\_\_\_\_  
Leroy Ornellas, Chairman  
Board of Supervisors  
"COUNTY DISTRICT"

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

"STOCKTON"

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title \_\_\_\_\_

"LODI"

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney 

STOCKTON EAST WATER DISTRICT

ATTEST:

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

"SEWD"

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

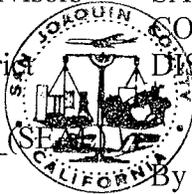
**ARTICLE VII  
TERM; WITHDRAWAL; TERMINATION**

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

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

ATTEST: Clerk of the Board of Supervisors      SAN JOAQUIN COUNTY FLOOD  
of the San Joaquin County Flood      CONTROL AND WATER CONSERVATION  
Control and Water Conservation District      DISTRICT

By *Catherine Guro*  
Deputy Clerk



By *Ken Vogel*  
KEN VOGEL, Chairman  
Board of Supervisors  
"COUNTY DISTRICT"

ATTEST:

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

CLERK

By: *J. Gordon Palmer, Jr.*  
J. Gordon Palmer, Jr.

**APPROVED AND FORWARDED CONTENT**

Title: City Manager

By *[Signature]*  
Assistant City Attorney

"STOCKTON"

ATTEST:

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

CLERK

By: \_\_\_\_\_

Title \_\_\_\_\_

"LODI"

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

**ARTICLE VII  
TERM; WITHDRAWAL; TERMINATION**

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

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

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

SAN JOAQUIN COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By \_\_\_\_\_ (SEAL)  
Deputy Clerk

By \_\_\_\_\_  
KEN VOGEL, Chairman  
Board of Supervisors  
"COUNTY DISTRICT"

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

"STOCKTON"

ATTEST:

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

  
\_\_\_\_\_  
CLERK RANDI JOHL

By:   
\_\_\_\_\_  
BLAIR KING  
Title City Manager

APPROVED AS TO FORM:

"LODI"

  
\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney

ATTEST:

STOCKTON EAST WATER DISTRICT

Ray A. Hoffmann  
CLERK

By: [Signature]  
Title: President

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

“WOODBIDGE”

ATTEST:

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

“NSJWCD”

ATTEST:

STOCKTON EAST WATER DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

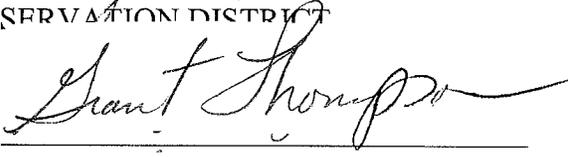
Title: \_\_\_\_\_

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By:  \_\_\_\_\_

Title: President \_\_\_\_\_

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“WOODBIDGE”

ATTEST:

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“NSJWCD”

ATTEST:

STOCKTON EAST WATER DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

*Jennifer Deffen*  
~~CLERK~~

By: *Chris Churton*

Title: *Manager / Sec / Treas*

“WOODBIDGE”

ATTEST:

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“NSJWCD”

ATTEST:

STOCKTON EAST WATER DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By : \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

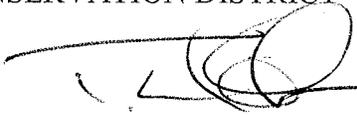
Title: \_\_\_\_\_

“WOODBIDGE”

ATTEST:

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By:  \_\_\_\_\_

Title: PRESIDENT

“NSJWCD”

ATTEST:

CENTRAL DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: George Lewis Jr

Title: President

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SOUTH DELTA”

ATTEST:

CALIFORNIA WATER SERVICE  
COMPANY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CAL WATER”

APPROVED AS TO FORM:  
DAVID WOOTEN  
County Counsel

By \_\_\_\_\_

County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: Jerry Robinson

Title: \_\_\_\_\_

“SOUTH DELTA”

ATTEST:

CALIFORNIA WATER SERVICE  
COMPANY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CAL WATER”

APPROVED AS TO FORM:  
DAVID WOOTEN  
County Counsel

By \_\_\_\_\_

County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SOUTH DELTA”

ATTEST:

CALIFORNIA WATER SERVICE  
COMPANY

\_\_\_\_\_  
CLERK

By: *Diana S. ...*

Title: *Vice President*

“CAL WATER”

APPROVED AS TO FORM:  
DAVID WOOTEN  
County Counsel

By \_\_\_\_\_

County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SOUTH DELTA”

ATTEST:

CALIFORNIA WATER SERVICE  
COMPANY

\_\_\_\_\_  
CLERK

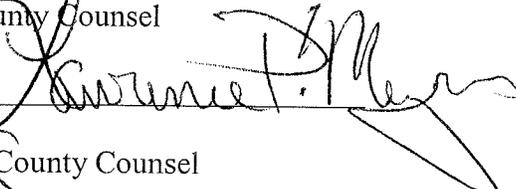
By: \_\_\_\_\_

Title: \_\_\_\_\_

“CAL WATER”

APPROVED AS TO FORM:

DAVID WOOTEN  
County Counsel

By  \_\_\_\_\_

 Deputy County Counsel

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

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

**ARTICLE I  
GENERAL PROVISIONS**

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

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

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

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

ARTICLE II  
POWERS

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

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

ARTICLE III  
GOVERNING BODY

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

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

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

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

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

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

ARTICLE IV  
OFFICERS AND EMPLOYEES

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

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

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

Section 4.02. Treasurer and Auditor.

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

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

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

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

ARTIVLE V  
ACCOUNTS AND REPORTS: FUNDS

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

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

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

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

ARTICLE VI  
ASSOCIATE MEMBERSHIP

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

ARTICLE VII  
CONTEMPLATED PROJECT

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

ARTICLE VIII  
TERM; WITHDRAWAL; TERMINATION

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

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

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

ARTICLE IX  
MISCELLANEOUS PROVISIONS

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

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

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

By Caroline Garcia  
Deputy Clerk



SAN JOAQUIN COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By Vieta Moss  
Chairman  
Board of Supervisors

"COUNTY DISTRICT"

ATTEST:

Patricia M. Alessi  
CLERK

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

By: Mark Lee  
Title: City Manager

"STOCKTON"

APPROVED AS TO FORM

CITY ATTORNEY  
BY David M. Carter  
Deputy City Attorney

June 27, 2001

ATTEST:

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

Susan J. Blackston  
SUSAN J. BLACKSTON, CITY CLERK

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

“LODI”

ATTEST:

STOCKTON-EAST WATER DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

“WOODBIDGE”

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title \_\_\_\_\_

“LODI”

ATTEST:

STOCKTON-EAST WATER DISTRICT

*K. M. Kaffer*  
CLERK

*10 7-3-01*

By: *Andrew Watkins*

Title: PRESIDENT

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL”

ATTEST:

WOODBRIIDGE IRRIGATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“WOODBRIIDGE”

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title \_\_\_\_\_

"LODI"

ATTEST:

STOCKTON-EAST WATER DISTRICT

\_\_\_\_\_  
CLERK

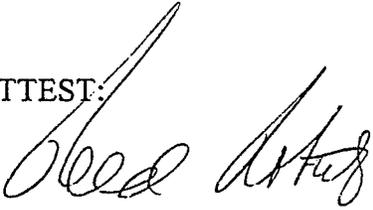
By: \_\_\_\_\_

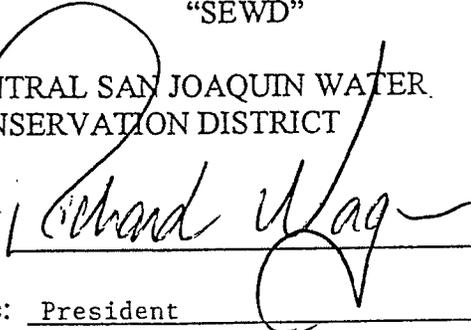
Title: \_\_\_\_\_

"SEWD"

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

  
\_\_\_\_\_  
CLERK

By:  \_\_\_\_\_

Title: President

"CENTRAL"

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

"WOODBIDGE"

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“LODI”

ATTEST:

STOCKTON-EAST WATER DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

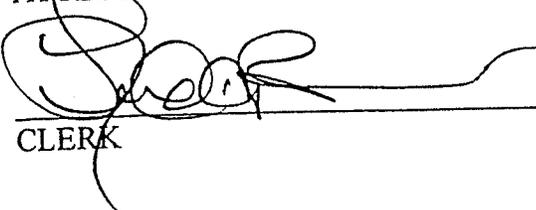
By: \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

  
\_\_\_\_\_  
CLERK

By: Anders Christensen

Title: Anders Christensen, Secretary

“WOODBIDGE”

ATTEST:

CLERK

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

By: Fred Weylert

Title: President

"NSJWCD"

ATTEST:

CLERK

CENTRAL DELTA WATER AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

"CENTRAL DELTA"

ATTEST:

CLERK

SOUTH DELTA WATER AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

"SOUTH DELTA"

APPROVED AS TO FORM:  
TERRENCE R. DERMODY  
County Counsel

By: Michael McGrew

MICHAEL MCGREW  
Assistant County Counsel

ATTEST:

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“NSJWCD”

ATTEST:

CENTRAL DELTA WATER AGENCY

  
\_\_\_\_\_  
CLERK

By: 

Title: PRESIDENT

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

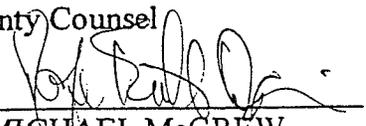
\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SOUTH DELTA”

APPROVED AS TO FORM:  
TERRENCE R. DERMODY  
County Counsel

By   
MICHAEL MCGREW  
Assistant County Counsel

ATTEST:

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

"NSJWCD"

ATTEST:

CENTRAL DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

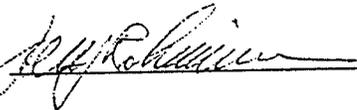
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"CENTRAL DELTA"

ATTEST:

SOUTH DELTA WATER AGENCY

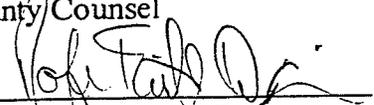
\_\_\_\_\_  
CLERK

By:  \_\_\_\_\_

Title: Chairman

"SOUTH DELTA"

APPROVED AS TO FORM:  
TERRENCE R. DERMODY  
County Counsel

By   
MICHAEL McGREW  
Assistant County Counsel

A-04-1

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

**Article III  
GOVERNING BODY**

**Section 3.01. Governing Board.**

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

California Water Service Company

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

**Article VI  
ASSOCIATE MEMBERSHIP**

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

**ARTICLE VIII**  
**TERM; WITHDRAWAL; TERMINATION**

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

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

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

SAN JOAQUIN COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By \_\_\_\_\_ (SEAL)  
Deputy Clerk

By \_\_\_\_\_  
LEROY ORNELLAS, Chairman  
Board of Supervisors

"COUNTY DISTRICT"

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

"STOCKTON"

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title \_\_\_\_\_

"LODI"

ATTEST:

STOCKTON-EAST WATER DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By : \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“WOODBIDGE”

ATTEST:

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“NSJWCD”

ATTEST:

\_\_\_\_\_  
CLERK

CENTRAL DELTA WATER AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL DELTA”

ATTEST:

\_\_\_\_\_  
CLERK

SOUTH DELTA WATER AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SOUTH DELTA”

APPROVED AS TO FORM:  
TERRENCE R. DERMODY  
County Counsel

By \_\_\_\_\_

County Counsel

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

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

**ARTICLE VIII  
TERM; WITHDRAWAL; TERMINATION**

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

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

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

SAN JOAQUIN COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By Caroline Guico  
Deputy Clerk



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

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

"STOCKTON"

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title \_\_\_\_\_

"LODI"

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

**ARTICLE VIII  
TERM; WITHDRAWAL; TERMINATION**

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

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

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

SAN JOAQUIN COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By \_\_\_\_\_ (SEAL)  
Deputy Clerk

By \_\_\_\_\_  
DARIO MARENCO, Chairman  
Board of Supervisors  
"COUNTY DISTRICT"

ATTEST:

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

*Christa K. [Signature]*  
CLERK



By: \_\_\_\_\_  
Title: J. Gordon Palmer, Jr., City Manager

"STOCKTON"

ATTEST:

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

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
Title \_\_\_\_\_

"LODI"

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

**ARTICLE VIII  
TERM; WITHDRAWAL; TERMINATION**

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

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

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

SAN JOAQUIN COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By \_\_\_\_\_ (SEAL)  
Deputy Clerk

By \_\_\_\_\_  
DARIO MARENCO, Chairman  
Board of Supervisors  
"COUNTY DISTRICT"

ATTEST:

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

\_\_\_\_\_  
CLERK

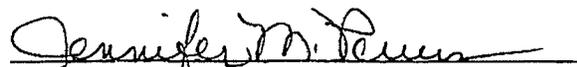
By: \_\_\_\_\_

Title: \_\_\_\_\_

"STOCKTON"

ATTEST:

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

  
CLERK

By:   
Blair King  
Title City Manager

"LODI"

APPROVED AS TO FORM:

  
D. Stephen Schwabauer  
City Attorney

CLERK

*[Handwritten Signature]*

By:

*Paul M. Sanguinetti*

Title:

*PRESIDENT*

"SEWD"

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

CLERK

By:

Title:

"CENTRAL"

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

CLERK

By:

Title:

"WOODBIDGE"

ATTEST:

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

CLERK

By:

Title:

"NSJWCD"

ATTEST:

CENTRAL DELTA WATER AGENCY

ATTEST:

STOCKTON EAST WATER DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SEWD”

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

  
\_\_\_\_\_  
CLERK

By: 

Title: President

“CENTRAL”

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“WOODBIDGE”

ATTEST:

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“NSJWCD”

ATTEST:

STOCKTON EAST WATER DISTRICT

CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

"SEWD"

ATTEST:

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

"CENTRAL"

ATTEST:

WOODBIDGE IRRIGATION DISTRICT

CLERK

By: William T. ...

Title: President

"WOODBIDGE"

ATTEST:

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

CLERK

By: Fred Weyburn

Title: President

"NSJWCD"

ATTEST:

  
CLERK *Manager + co-counsel*

CENTRAL DELTA WATER AGENCY

By: *George Craig Jr*

Title: President

“CENTRAL DELTA”

ATTEST:

\_\_\_\_\_  
CLERK

SOUTH DELTA WATER AGENCY

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SOUTH DELTA”

ATTEST:

\_\_\_\_\_  
CLERK

CALIFORNIA WATER SERVICE  
COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CAL WATER”

APPROVED AS TO FORM:  
TERRENCE R. DERMODY  
County Counsel

By \_\_\_\_\_

County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By:  \_\_\_\_\_

Title: \_\_\_\_\_

“SOUTH DELTA”

APPROVED AS TO FORM:  
TERRENCE R. DERMODY  
County Counsel

By \_\_\_\_\_

County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

"CENTRAL DELTA"

ATTEST:

SOUTH DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

"SOUTH DELTA"

ATTEST:

CALIFORNIA WATER SERVICE  
COMPANY

\_\_\_\_\_  
CLERK

By: *Thomas A. ...*

Title: *Vice President*

"CAL WATER"

APPROVED AS TO FORM:  
TERRENCE R. DERMODY  
County Counsel

By \_\_\_\_\_

County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

"CENTRAL DELTA"

ATTEST:

SOUTH DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

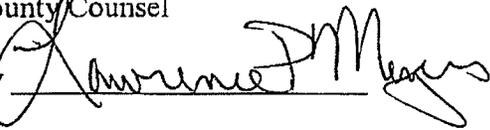
By: \_\_\_\_\_

Title: \_\_\_\_\_

"SOUTH DELTA"

APPROVED AS TO FORM:  
TERRENCE R. DERMODY  
County Counsel

By \_\_\_\_\_



*Deputy* County Counsel

ATTEST:

CENTRAL DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CENTRAL DELTA”

ATTEST:

SOUTH DELTA WATER AGENCY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

“SOUTH DELTA”

ATTEST:

CALIFORNIA WATER SERVICE  
COMPANY

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_

Title: \_\_\_\_\_

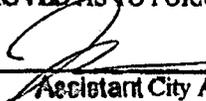
“CAL WATER”

APPROVED AS TO FORM:  
TERRENCE R. DERMODY  
County Counsel

By \_\_\_\_\_

County Counsel

APPROVED AS TO FORM AND CONTENT

By  \_\_\_\_\_  
Assistant City Attorney



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute a Master Confirmation Agreement with J.P. Morgan Ventures Energy Corporation (EUD)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute a Master Confirmation Agreement with J.P. Morgan Ventures Energy Corporation (JPMVEC).

**BACKGROUND INFORMATION:** The Electric Utility Department (EUD) regularly purchases wholesale electric energy from the marketplace in order to stabilize/hedge costs. Such purchases are made pursuant to contracts that have grown in complexity following the 2001 energy crisis in California and as electricity prices have become more volatile.

It is now common practice for wholesale electric sellers and buyers to establish master agreements to govern future bilateral transactions. This is prudent from an efficiency standpoint. Market prices for electricity change from moment to moment, making it impractical to negotiate and consummate contracts for short-lived deals.

The proposed Master Confirmation Agreement (and Credit Annex) with J.P. Morgan Ventures Energy Corporation utilizes the Western Systems Power Pool (WSPP) Agreement as a foundation. The WSPP is composed of over 300 members nationally and the core features of the WSPP agreement are time tested and accepted by most parties in the energy marketplace.

It is recommended that the City Council approve execution of a Master Confirmation Agreement with JPMVEC.

**FISCAL IMPACT:** There is no cost to execute the recommended agreement.

**FUNDING:** Not applicable.

\_\_\_\_\_  
George F. Morrow  
Electric Utility Director

APPROVED: \_\_\_\_\_  
Blair King, City Manager

# J.P.Morgan

RECEIVED  
JUN 01 2009  
ELECTRIC UTILITY

**J.P. Morgan**  
Energy Legal Department  
245 Park Avenue – 11<sup>th</sup> Floor  
New York, NY 10167

**Karen Harrington**  
Vice President &  
Sr. Documentation Specialist  
Phone: (212) 648-0271  
Fax: (866) 430-6606

May 28, 2009

**Via FedEx**

Lodi Electric Utility  
1331 S. Ham Lane  
Lodi, CA 95242  
Attn: George F. Morrow, Director  
(209) 333-6828

**RE:***MASTER CONFIRMATION AGREEMENT dated May 27, 2009 ("WSPP") between J.P. Morgan Ventures Energy Corporation ("JPMVEC") and LODI ELECTRIC UTILITY, CITY OF LODI, CALIFORNIA ("Lodi")*

Dear Mr. Morrow:

Please find enclosed the documents listed below:

1. Partially executed duplicate originals of the referenced WSPP;
2. JPMorgan Chase & Co. ("JPM&C") Guarantee dated May 27, 2009;
3. JPMVEC IRS form W-9;
4. JPMVEC Incumbency Certificate;
5. JPMVEC Certificate of Incorporation and bylaws;
6. JPMVEC Board Resolutions;
7. JPM&C Incumbency Certificate;
8. JPM&C Certificate of Incorporation and bylaws; and
9. JPM&C Signing Authority and Resolutions.

If the documents meet with your approval, please have an authorized officer of Lodi execute the WSPP and send one fully executed original, including the following documents to my attention at the address above:

1. One fully executed original of the referenced WSPP;
2. IRS form W-9;
3. Certified copies of the charter, enabling statutes, and constitution or comparable legislation, creating or authorizing Lodi;
4. Certified copies of the bylaws of Lodi;
5. Certified copies of the Charter and constituent instruments of Lodi;
6. Certified copies of any resolution approving the transactions contemplated by this WSPP and authorizing a specified person or persons to execute and deliver on behalf of Lodi this WSPP; and
7. Amendments to any of the foregoing.

If you should have any questions, please contact me at (212) 648-2071. We look forward to working with you.

Sincerely,



Karen Harrington  
Sr. Documentation Specialist

enclosures

**MASTER CONFIRMATION AGREEMENT  
UNDER THE WESTERN SYSTEMS POWER POOL AGREEMENT  
BETWEEN J.P. MORGAN VENTURES ENERGY CORPORATION AND CITY OF LODI**

This Master Confirmation Agreement under the Western Systems Power Pool Agreement with an effective date of April 1, 2008 (the "WSPP Agreement") sets forth the agreement between **J.P. MORGAN VENTURES ENERGY CORPORATION** ("Counterparty") and **LODI ELECTRIC UTILITY, CITY OF LODI, CALIFORNIA** ("LODI") effective as of May 27, 2009.

**WHEREAS**, this Master Confirmation Agreement is being provided pursuant to and in accordance with WSPP Agreement;

**WHEREAS**, this Master Confirmation is being provided pursuant to and in accordance with the WSPP Agreement as if both Parties were members of the Western System Power Pool and the Parties intend to abide by the obligations under the WSPP Agreement as if they were parties thereto but recognizing that LODI is not a member and that it is not intended that it will become a member for purposes of this Master Confirmation Agreement.

**NOW THEREFORE**, in consideration of the mutual consents and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Counterparty and LODI agree to the following terms and conditions.

**GENERAL**

This Master Confirmation Agreement shall govern all transactions between the Parties under the WSPP Agreement. By entering into this Master Confirmation Agreement, Counterparty and LODI intend to have these provisions modify, supplement and amend the WSPP Agreement and to have these provisions apply to all Confirmations and transactions between Counterparty and LODI. The WSPP Agreement, as modified, supplemented and amended by this Master Confirmation Agreement, shall be referred to as the "Agreement". Terms used but not defined herein shall have the meanings ascribed to them in the WSPP Agreement. In the event of any conflict between the terms of this Master Confirmation Agreement and the WSPP Agreement, the terms of this Master Confirmation Agreement shall control.

**SECTION 4  
DEFINITIONS**

- (a) Section 4.1c of the WSPP Agreement is modified by including "CAISO" as an equivalent abbreviated form of the defined term "California ISO" such that the definition now reads: "4.1c California ISO (or CAISO) ..."
- (b) A new Section 4.1g shall be added in Section 4 as follows: "4.1g CAISO Firm Transaction: a transaction under Service Schedule C in which the Seller shall sell and the Purchaser shall purchase a quantity of electric energy equal to the hourly quantity, without Ancillary Services (as defined in the CAISO Tariff) that is or will be scheduled as a schedule coordinator to schedule coordinator transaction pursuant to the CAISO Tariff, for which the only excuse for failure to deliver or receive is an "Uncontrollable Force" (as defined in the CAISO Tariff) called by the CAISO in accordance with the CAISO Tariff.
- (c) A new Section 4.1h shall be added in Section 4 as follows: "4.1h CAISO Tariff: the FERC approved tariff of CAISO, including all CAISO protocols, as the same may be amended from time to time."

**SECTION 9**  
**PAYMENTS**

Section 9.2 of the WSPP Agreement is modified as follows: insert the phrase “in writing” after the words “designated by the Party” in the third sentence of Section 9.2.

**SECTION 10**  
**UNCONTROLLABLE FORCES**

Section 10 of the WSPP Agreement is modified as follows: (i) by adding at the beginning of the section, the words “Except in connection with scheduling, delivery or receipt under a CAISO Firm Transaction,”; and (ii) deleting in its entirety the fourth sentence and replacing it with the following: “ ‘Uncontrollable Forces’ specifically excludes: (i) the loss of Purchaser’s markets or Purchaser’s inability economically to use or resell capacity and/or energy purchased under the Confirmation; (ii) the loss, failure or cost of Seller’s supply of capacity and/or energy; (iii) Seller’s ability to sell capacity and/or energy to a market at a more advantageous price; and (iv) regulatory disallowance of the pass-through of costs incurred by a Party. The Party claiming Uncontrollable Forces shall notify the Party as soon as practicable after such occurrence.”

**SECTION 11**  
**WAIVERS**

Section 11 of the WSPP Agreement shall be modified by adding the following sentence at the end of the Section: “No waiver shall be deemed to have been given unless it is in writing.”

**SECTION 12**  
**NOTICES**

Section 12.2 of the WSPP Agreement shall be deleted in its entirety and replaced with the following: “12.2 Any notice sent pursuant to this Section shall be considered delivered (a) when received if sent by registered or certified mail, (b) when received if sent by hand delivery, or (c) on the date of confirmation if by facsimile or telegram (except that if a notice by hand-delivery, facsimile or telegram is received after 5 p.m. at the location of receipt on a Business Day, it shall be considered to be received on the next Business Day).”

**SECTION 21**  
**LIABILITY AND DAMAGES**

- (a) The third sentence of Section 21.1 of the WSPP Agreement shall be deleted in its entirety and replaced with the following: “THE LIABILITY OF THE NON-PERFORMING OR DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS, AND ALL OTHER DAMAGES ARE HEREBY WAIVED.”
- (b) The fourth sentence of Section 21.1 of the WSPP Agreement shall be modified by adding “21.2,” before the text “21.3”.
- (c) Section 21.1 of the WSPP Agreement shall be modified by adding the following after the fourth sentence, “Each Party shall indemnify, defend and hold harmless the other Party from and against any third-party claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to capacity and/or energy is vested in such Party, except to the extent that the claim arises from the negligence or willful misconduct of the indemnitee.”
- (d) Section 21.3(a)(1)(b) of the WSPP Agreement shall be modified by deleting the words “, if any, for firm transportation service upstream of the delivery point,”.
- (e) Section 21.3(a)(2)(b) of the WSPP Agreement shall be modified by deleting the words “, if any, for firm transportation service downstream of the delivery point,”.

- (f) Section 21.3(a)(4) of the WSPP Agreement shall be modified by replacing the language beginning with “within the billing period” through the end of the sentence, with the following: “within three (3) Business Days from the date that an invoice for such amount is received. The Performing Party may invoice the Non-Performing Party at any time following the Performing Party having incurred an amount under this Section, subject to the two-year limitation as specified in Section 9.4.”
- (g) Section 21.3(d) of the WSPP Agreement shall be modified by deleting the second and third sentences of the Section in their entirety and replacing them with “Upon resolution of the dispute, any excess amount of bills which may have been overpaid shall be returned by the owing Party upon determination of the correct amount, with interest accrued at the rate set forth in Section 9.4, prorated by days from the date of overpayment to the date of refund.”
- (h) A new Section 21.3(e) is added to Section 21.3 of the WSPP Agreement as follows: “Promptly after becoming aware of each failure by the Non-Performing Party to schedule, deliver, or receive capacity and/or energy or Ancillary Services or other products sold and purchased under a specified Confirmation, the Performing Party shall provide notice to the Non-Performing Party of such failure.”
- (i) A new Section 21.3(f) is added to Section 21.3 of the WSPP Agreement as follows: “Notwithstanding anything else in this Agreement to the contrary, the Parties agree that upon request each will consent, which consent will not be unreasonably withheld, to use good faith efforts to negotiate a book out of the Parties obligations to schedule, deliver, or receive capacity and/or energy or Ancillary Services or other products sold and purchased under a specified Confirmation Agreement at market based prices at the time of the request. For clarity, a book out would be the entering into of an equal but opposite transaction such that neither Party would have an obligation to schedule, deliver, or receive capacity and/or energy or Ancillary Services or other products sold and purchased under a specified Confirmation Agreement and that the Parties’ obligations would only be to make the respective payments (which would be netted in accordance with this Agreement).

**SECTION 22**  
**DEFAULT**

- (a) A new Section 22.1(f) is added to Section 22 of the WSPP Agreement as follows: “An Event of Default shall also include the failure by the Defaulting Party to schedule, deliver, or receive capacity and/or energy or Ancillary Services or other products sold and purchased under a specified Confirmation for five (5) consecutive calendar days and such failure is not excused pursuant to the product definition, this Agreement or under the terms of the specified Confirmation (e.g., an Uncontrollable Force); provided, however, if an Event of Default occurs under this Section 22.(f), the Non-Defaulting Party’s election to terminate shall be within thirty (30) days following the fifth consecutive failure to schedule, deliver, or receive capacity and/or energy or Ancillary Services or other products sold and purchased under the Specified Transaction (and if such election is not made then the option to terminate shall expire with respect to such event).”
- (b) A new Section 22.2a is added to Section 22 of the WSPP Agreement as follows:

“22.2a Upon any Event of Default or Potential Event of Default, the Non-Defaulting Party may, in addition to any other remedies available hereunder, suspend performance under this Agreement and under all Confirmations, *provided, however*, in no event shall any such suspension continue for longer than ten (10) Business Days with respect to any single Event of Default of Potential Event of Default unless a termination date shall have been declared and notice thereof pursuant to Section 22.2 given. “Potential Event of Default” means an

event which, with notice or passage of time or both, would constitute an Event of Default, provided that the failure to comply with any requirement of this Agreement, including the requirements of Section 27, or a Confirmation, before the expiration of the time period expressly specified for such compliance in this Agreement or the Confirmation (but not including any period that is provided as a cure-period for what would otherwise constitute an Event of Default), if any, shall not be considered a Potential Event of Default unless and until the applicable time period has expired without compliance.”

- (c) Section 22.3(a) of the WSPP Agreement shall be modified by deleting the language beginning with “either quoted” in the first sentence through the end of the next full sentence and inserting in its place the following: “determined by the average of the good faith quotations for the economic equivalent of the remaining payments or deliveries in respect of the Terminated Transaction, solicited from not less than three (3) Reference Market-makers; provided, however, that the Party soliciting such quotations shall use commercially reasonable efforts to obtain good faith quotations from at least five (5) Reference Market-makers and, if at least five (5) such quotations are obtained, the average shall be determined disregarding the highest and lowest quotations. If the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain quotations from at least three (3) Reference Market-makers, then the Non-Defaulting Party shall determine the Settlement Amount in a commercially reasonable manner. As used above, the term “Reference Market-maker” means any marketer, trader or seller of or dealer in firm energy products selected by the Non-Defaulting Party, not including any affiliates thereof, whose long-term unsecured senior debt, if rated, is rated BBB or better by S&P and Baa2 or better by Moody’s Investor Services, Inc. or its successor.”
- (d) Section 22.3(c) of the WSPP Agreement shall be modified by deleting, in the third sentence, the language beginning with “shall pay the remaining amount” through the end of that sentence and inserting in its place the words “shall make no Termination Payment to the other Party, and notwithstanding anything in this Agreement to the contrary, the amount by which such Gain exceeds the Losses and Costs for the purpose of this Agreement shall be deemed to be zero (0). For clarity, the Gains, Losses and Costs shall not include amounts, if any, that the Defaulting Party or the Non-Defaulting Party is obligated to pay to the other Party for products delivered or received but not yet paid for and/or the amounts owed pursuant to Section 21 of this Agreement (collectively, “Product Charges”) but it is expressly agreed that such Product Charges may, if applicable and at the election of the Non-Defaulting Party be setoff against amounts that the Non-Defaulting Party may otherwise owe the Defaulting Party pursuant to this Agreement .”
- (e) Section 22.3(e) shall be deleted in its entirety.
- (f) Section 22.3(f) shall be modified by deleting, in the second sentence, the phrase “(except if the option under 22.3(e) has been invoked in which case the payment times in that provision would apply)”.

**SECTION 24**  
**GOVERNING LAW**

Section 24 of the WSPP Agreement shall be deleted in its entirety and replaced with the following: “This Agreement and any Confirmation shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws rules thereof.. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.”

**SECTION 28**  
**PAYMENT NETTING**

- (a) Section 28.1 of the WSPP Agreement is deleted in its entirety and replaced with the following: “The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date pursuant to all transactions through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of capacity and/or energy during the monthly billing period under this Agreement, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.”
- (b) Section 28.2 of the WSPP Agreement is deleted in its entirety. Furthermore, the Parties agree that Exhibit A shall not be applicable to any transaction under this Agreement.

**SECTION 30**  
**CONFIDENTIALITY**

Section 30 of the WSPP Agreement shall be modified by inserting, after the phrase “(1) required by law” and before the comma, the phrase “(as reasonably determined by counsel of the disclosing Party)”.

**SECTION 32**  
**TRANSACTION SPECIFIC TERMS AND ORAL AGREEMENTS**

Section 32.2 of the WSPP Agreement shall be modified by inserting the following sentence at the end of the Section: “If there is any dispute relating to an oral agreement, each Party agrees that it will provide to the other Party promptly upon request any recording relating to such oral agreement.”

**SECTION 34**  
**DISPUTE RESOLUTION**

Section 34 and Exhibit D of the WSPP Agreement are hereby deleted.

**SECTION 35**  
**FORWARD CONTRACTS AND OTHER REPRESENTATIONS**

Section 35 of the WSPP Agreement is modified by inserting the following paragraph between the first and second sentences: “The Parties agree that each Party’s business consists in whole or in part of entering into forward contracts as or with merchants in capacity and/or energy, which is presently the subject of dealing in the forward contract trade. The parties further agree that the transactions entered into pursuant to any Confirmations hereunder (as provided in Section 22.3 of the WSPP Agreement) are forward contracts involving the sale of capacity and/or energy, which are presently the subject of dealing in the forward contract trade. No Party shall assert before any court or other governmental authority either that another Party is not, or shall not be treated as a forward contract merchant or that the transactions entered into pursuant to any Confirmations hereunder (as provided in Section 22.3 of the WSPP Agreement) are, or shall not be treated as forward contracts under the United States Bankruptcy Code.”

**SECTION 37**  
**NON-RELIANCE REPRESENTATIONS**

Section 37 of the WSPP Agreement is hereby amended to add the following at the end of the Section:

“Each party will be deemed to represent to the other party on the date on which it enters into a transaction or Confirmation that (absent a written agreement between the Parties that expressly imposes affirmative obligations to the contrary for that transaction or Confirmation):

- (i) ***Non-Reliance.*** It is acting for its own account, and it has made its own independent decisions to enter into that transaction and Confirmation and as to whether that transaction and Confirmation is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that transaction or Confirmation; it being understood that information and explanations related to the terms and conditions of a transaction and Confirmation shall not be considered investment advice or a recommendation to enter into that transaction or Confirmation. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that transaction or Confirmation.
- (ii) ***Assessment and Understanding.*** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions of that transaction and Confirmation.
- (iii) ***Status of Parties.*** The other party is not acting as a fiduciary for or an adviser to it in respect of that transaction or Confirmation.
- (iv) ***Eligible Contract Participant.*** It is an “eligible contract participant as such term is defined in Section 1a(12) of the Commodity Exchange Act, as amended. In addition, as to NCPA, it is an agency of a government entity that, in connection with its business, is able, directly or through separate contractual arrangements, to make or take delivery of the capacity and/or energy or Ancillary Services or other products sold and purchased under the transactions to this Agreement.
- (v) ***No-Speculation.*** LODI hereby further represents and warrants to Counterparty that this Agreement has been, and each Confirmation Agreement hereunder has been or will be, as the case may be, entered into for the purpose of managing its borrowings or investments, hedging its underlying assets or liabilities or in connection with its line of business and not for the purpose of speculation.”

**SECTION 39**  
**AMENDMENT**

Section 39.2 of the WSPP Agreement shall be deleted in its entirety and replaced with the following: “The April 1, 2008 version of the WSPP Agreement shall apply to all transactions entered into under this Master Confirmation Agreement, and no amendment to the WSPP Agreement shall apply to any transactions entered into hereunder unless Counterparty and LODI expressly agree otherwise in writing.”

**SECTION 40**  
**EXECUTION BY COUNTERPARTS**

Section 40 of the WSPP Agreement shall be amended to add the following as the last sentence thereof: Facsimile signatures shall be acceptable to both Parties in proving the existence of a valid and binding agreement.

**MOBILE SIERRA**

The following provision is added to the WSPP Agreement:

“(a) Except as provided in subsection (b) below, absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement or any Confirmation Agreement or transaction thereunder, whether proposed by a Party, a non-party or FERC acting *sua sponte*, shall solely be the “public interest” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. \_\_ (2008) ( the “Mobile-Sierra” doctrine).

(b) Notwithstanding Section (a) above, each Party hereby reserves all of its rights under the Federal Power Act, and any other applicable federal or state statutory or common law right to bring a complaint or other action against the other Party regarding this Agreement or any Confirmation Agreement or transaction entered into thereunder on the basis of fraud or market manipulation on the part of the other Party; provided, however, that such other Party first must have been determined by a non-appealable order from a court, tribunal, or regulatory body of competent jurisdiction to have acted fraudulently or to have manipulated such markets and such fraud or market manipulation must have been determined by a court, tribunal, or regulatory body of competent jurisdiction to have had (i) a direct nexus to the formation of the Confirmation Agreement or transaction in question and (ii) tainted such formation of the Confirmation Agreement or transaction. The Parties intend that any action brought pursuant to this Section (b) shall be governed by the “just and reasonable” standard specified in the Federal Power Act or such other standard of proof as may be specified by applicable federal or state law, and not the more onerous “public interest” standard specified in Section (a) above.

**GUARANTY**

Counterparty agrees to provide to LODI a guaranty from its ultimate parent JPMorgan Chase & Co. in the form as set forth as Exhibit A.

**BILLING ADDRESSES**

The billing address for LODI for the purpose of Section 9 of the WSPP Agreement shall be:

Lodi Electric Utility  
1331 S. Ham Lane  
Lodi, CA 95242

J.P. Morgan Ventures Energy Corporation  
245 Park Ave., 11<sup>th</sup> Floor  
New York, NY 10167

With Additional Notices to:  
Attn: Contract Administration  
Phone: (916) 781-4296  
Facsimile: (916) 783-7693

With Additional Notices to:  
Attn: Commodity Confirmations  
Phone: 212-623-8225  
Facsimile: 212-383-6600  
NA.Energy.Confirmations@jpmchase.com

with a copy to:

George F. Morrow  
Electric Utility Director  
Lodi Electric Utility  
1331 S. Ham Lane  
Lodi, CA 95242  
209-333-6829  
209-333-1299 (fax)

Energy Legal Dept.  
J.P. Morgan Ventures Energy Corporation  
245 Park Ave., 11<sup>th</sup> Floor  
New York, NY 10167

Invoices/Payments/Credit & Collections:

Power Accounts Administrator  
(916) 781-4224/3636  
(916) 781-4255 (fax)

Invoices/Payments/Credit & Collections:

Attn: Physical Settlements  
Phone: 713-236-5200  
Facsimile: 713-236-3399  
NA.Energy.Settlements.physical@jpmchase.com

Wire Transfer:

To be provided

Wire Transfer:

ABA Routing: 021 0000 21  
Bank: JPMorgan Chase Bank  
For Deposit to:  
J.P. Morgan Ventures Energy Corporation  
Acct No. 304289361

Pre-scheduling:

(916) 786-0123/0124  
(916) 781-4239 (fax)

Pre-scheduling:

(713) 236-5090  
(713) 236-5000

Real-time/Dispatch:

(916) 786-3518/3519  
(916) 781-4226 (fax)

Real-time/Dispatch:

Schedule Coordinator:

(916) 781-4237  
(916) 781-4226 (fax)

Schedule Coordinator:

(713) 236-5090  
(713) 236-5000

The billing address for either Party may be changed by such Party upon written notice to the other Party.

Except to the extent herein provided for, no amendment or modification to the Agreement shall be enforceable unless reduced to writing and executed by both Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Master Confirmation Agreement to be duly executed by its authorized officers or agents effective as of the date first above written.

**J.P. MORGAN VENTURES ENERGY CORPORATION**

**LODI ELECTRIC UTILITY, CITY OF LODI, CALIFORNIA**

By: 

By: \_\_\_\_\_

Name: Karen Harrington  
Title: Vice President

Name: Blair King  
Title: City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
D.  Schwabauer, City Attorney

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

EXHIBIT A  
GUARANTY



GUARANTEE

This GUARANTEE, dated effective as of May 27, 2009 (*this "Guarantee"*), made by JPMORGAN CHASE & CO., a Delaware corporation and multi-bank financial holding company headquartered in New York, New York (*"Guarantor"*),

WITNESSETH:

WHEREAS, Guarantor's wholly owned subsidiary J.P. Morgan Ventures Energy Corporation (*"Obligor"*) intends, from time to time, to enter into or has entered into transactions relating to emissions and emission allowances, coal, crude oil and products refined therefrom, electricity and products and services related thereto (including without limitation energy, capacity, ancillary services and products, and renewable energy credits), natural gas, natural gas liquids, and freight, including without limitation physically settled and financially settled derivative transactions with respect thereto (including, without limitation, swaps, options and forward transactions)(such types of transactions including without limitation purchases, sales, exchanges, storage, transportation and transmission and options thereon) (*each and every such transaction a "Transaction" and together, the "Transactions"*), with LODI ELECTRIC UTILITY, CITY OF LODI, CALIFORNIA (*the "Beneficiary"*), each such Transaction to be governed by a master agreement or other form of agreement duly executed by Obligor (*the "Transaction Documents"*), it being expressly agreed that a Transaction itself shall not be required to be in writing and may be agreed to orally, electronically and/or documented in a written confirmation or other form of agreement or may be entered into in any other manner as may be agreed to in writing by the Obligor and the Beneficiary; and

WHEREAS, the Guarantor derives substantial direct and indirect benefits from the entry by Obligor into Transactions with the Beneficiary; and

WHEREAS, this Guarantee has been executed in favor of Beneficiary, without regard to whether or not such Transactions are known or disclosed to Guarantor in advance of or following Obligor's entry into such Transactions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

- (1) **Guarantee.** Guarantor absolutely and unconditionally guarantees to Beneficiary the timely and complete payment when due, whether by acceleration or otherwise, of all obligations and liabilities, whether now in existence or hereafter arising, of Obligor to such Beneficiary under the Transactions and the Transaction Documents (*such obligations and liabilities, the "Obligations"*). If Obligor fails to pay any Obligation when due, Guarantor shall, as an independent obligation, promptly upon receiving written notice of such failure from the Beneficiary or its agent, pay such Obligation to the Beneficiary in accordance with all terms and provisions of the Transaction and all applicable Transaction Documents, as if such payment were made by the Obligor.

- (2) **Guarantee of Payment, not Collection.** This Guarantee is a guarantee of payment and not of collection. The Beneficiary shall not be required to exhaust any right or remedy or to take any action against Obligor or any other person or entity or any collateral as a condition to payment by Guarantor hereunder.
- (3) **Guarantee Irrevocable; Scope.** This Guarantee is a continuing guarantee of all Obligations now or hereafter existing, and shall remain in full force and effect until it expires in accordance with Section 8 hereof. Notwithstanding anything to the contrary contained herein, the Beneficiary shall not be deemed a Beneficiary under the Guarantees dated November 27, 2006 and February 1, 2007 and May 8, 2008 (and any amendments related thereto) issued by Guarantor to an unspecified group of Beneficiaries.
- (4) **Guarantee Absolute.** Guarantor's liability hereunder is absolute and unconditional irrespective of any matter or circumstance whatsoever with respect to the Obligations which might constitute a defense available to, or discharge of, Obligor or a guarantor, including, without limitation:
- (a) any change in the amount, time, manner or place of payment of, or in any other term of, any Obligation, or any other amendment or waiver of or any consent to departure from any terms of any Obligation;
  - (b) any release or amendment or waiver of, or consent to departure from, any other guarantee or support document, or any exchange, release or non-perfection of any collateral, for any Obligation;
  - (c) any lack of validity or enforceability of any Obligation;
  - (d) any injunction, stay or similar action in any bankruptcy, insolvency or other proceeding barring or limiting payment of any Obligation by Obligor;
  - (e) the absence of any action to enforce any Obligation or any collateral therefor;
  - (f) the rendering of any judgment against Obligor or any action to enforce the same;
  - (g) any bankruptcy or insolvency of Obligor or any similar event or circumstance or any proceeding relating thereto;
  - (h) any event or circumstance constituting fraud in the inducement or any other similar event or circumstance; and
  - (i) any lack or limitation of status or of power, or any incapacity or disability, of Obligor, or of any other guarantor or obligor in respect of any Obligation, or any change whatsoever in the objects, capital structure, constitution or business of Obligor.
- (5) **Waiver of Defenses.** Guarantor hereby waives diligence, presentment, demand of payment (except as provided in paragraph (1)), any right to require a proceeding against Obligor, protest or notice with respect to the Obligations and all demands whatsoever, and covenants that this Guarantee shall not be discharged except in accordance with Section 8 hereof. The grant of time or other indulgence to Obligor shall in no manner release Guarantor from any of its obligations hereunder.

- (6) **Reinstatement.** This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Obligation is rescinded or must otherwise be returned by Beneficiary upon the insolvency, bankruptcy or reorganization of Obligor or otherwise, all as though the payment had not been made.
- (7) **Subrogation.** Guarantor shall be subrogated to all rights of the Beneficiary against the Obligor in respect of any amount paid by Guarantor hereunder; *provided* that Guarantor shall not be entitled to enforce or to receive any payments arising out of, or based upon, such right of subrogation until the Obligations to the Beneficiary shall have been finally and irrevocably paid in full.
- (8) **Expiration.** Unless earlier renewed in writing by Guarantor, this Guarantee shall expire at 3:00 pm New York Time on the fifth anniversary of the date hereof. Furthermore, Guarantor may terminate this Guarantee at any time upon twenty (20) calendar days' prior written notice to the Beneficiary, which notice shall be provided to Beneficiary in accordance with the Transaction Documents. Notwithstanding the foregoing, no such expiration or termination shall (a) affect the validity or enforceability of this Guarantee with respect to Obligations incurred by Obligor or Obligations of Obligor that relate to Transactions entered into prior to the effective date of such expiration, it being expressly agreed that such expiration shall not limit or terminate this Guarantee in respect of any Obligations arising, or relating to Transactions entered into, prior to the effectiveness of such expiration; or (b) prevent reinstatement of this Guarantee with respect to any such Obligations in accordance with Section 6 hereof.
- (9) **Representations/Warranties.** Guarantor represents and warrants to Beneficiary that, as of the date hereof and the date of entering into each Transaction:
- (a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware;
  - (b) It has the full power and authority to execute and deliver this Guarantee and to perform its obligations hereunder; it has taken all necessary action to authorize such execution, delivery and performance; this Guarantee has been duly executed and delivered by Guarantor; and the execution, delivery and performance of this Guarantee by the Guarantor does not contravene or constitute a default under any statute, regulation or rule of any governmental authority or under any provision of the Guarantor's certificate of incorporation or by-laws or any contractual restriction binding on the Guarantor;
  - (c) This Guarantee constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership and other similar laws affecting the rights of creditors generally, or by general principles of equity; and
  - (d) No authorization, approval or consent of, and no filing or registration with, any governmental authority is necessary for the execution, delivery or performance by Guarantor of this Guarantee or for the validity or enforceability hereof.
- (10) **Notices.** Any notice or communication required or permitted to be made under this Guarantee shall be made in the same manner and with the same effect, unless otherwise specifically provided herein, as set forth in the Transaction Documents. All notices and communications to the Guarantor with respect to this Guarantee, until the Beneficiary is notified to the contrary in writing, shall be sent to the Guarantor at:

JPMorgan Chase & Co.  
270 Park Avenue,  
New York, New York 10017-2070  
Attn: Treasury Department, Regulatory and Guarantee Group- Peter W. Smith  
Phone: 212-270-5815  
Facsimile: 212-270-0819

All notices and communications to the Beneficiary with respect to this Guarantee, until the Guarantor is notified to the contrary in writing, shall be sent to the Beneficiary at:

**LODI ELECTRIC UTILITY, CITY OF LODI, CALIFORNIA**  
1331 S. Ham Lane  
Lodi, CA 95242  
Attn: George Morrow  
Phone: 209-333-6829  
Facsimile: 209-333-1299

- (11) **Captions.** The headings and captions in this Guarantee are for convenience only and shall not affect the interpretation or construction of this Guarantee.
- (12) **Not Insured.** This Guarantee is not insured by the Federal Deposit Insurance Corporation of the United States of America.
- (13) **GOVERNING LAW.** THIS GUARANTEE AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS GUARANTEE SHALL BE GOVERNED BY, AND THIS GUARANTEE SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO CHOICE OF LAW DOCTRINE.

IN WITNESS WHEREOF, Guarantor has caused this Guarantee to be executed in its name and on its behalf by its duly authorized officer as of the date first above written.

JPMORGAN CHASE & CO.

By: \_\_\_\_\_

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
MASTER CONFIRMATION AGREEMENT WITH J.P.  
MORGAN VENTURES ENERGY CORPORATION

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize (i) the City Manager to execute an Amended and Restated Master Confirmation Agreement with J.P. Morgan Ventures Energy Corporation; and (ii) the Electric Utility Director to implement and administer such agreement including any necessary confirmations related to transactions thereunder.

Dated: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, 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 File Claim for 2008/09 Transportation Development Act (TDA) Funds in the Amount of \$2,839,686 from Local Transportation Fund (LTF) and \$82,648 from State Transit Assistance (STA)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to file a claim for the 2008/09 Transportation Development Act (TDA) funds in the amount of \$2,839,686 from the Local Transportation Fund (LTF) and \$82,648 from State Transit Assistance (STA).

**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 transportation but can be used on roads if those other 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 2008/09, including pedestrian/bike and 3 percent for SJCOG planning, is \$2,839,686 from the LTF and \$82,648 from STA. The STA funds will be used for Transit capital. The LTF funds will be utilized as follows: \$140,967 for bicycle and pedestrian projects (which includes \$95,824 in carryover funds from 06/07 and 07/08 and unclaimed interest earned since 1996); \$177,957 for road projects (which includes all carryover funds from 06/07); \$1,662,683 for Transit operations and \$517,229 for Transit capital projects (bus maintenance facility, signs, shelters, etc., and includes \$294,775 in carryover funds from 06/07 and 07/08). SJCOG plans to approve the TDA claim on June 25, 2009, following City Council's approval. The City Manager may make minor adjustments when filing the final claim, based upon SJCOG review and comments.

The City Council should be aware that our transit operations, GrapeLine, Dial-A-Ride, and VineLine, are fully funded with formula dollars from TDA and the Federal Transit Administration, along with other competitive sources of funds. 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 will allow the City to claim and receive TDA funding for FY 2008/09. These funds will pay for on-going operations and upcoming 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: Senior Accountant

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO FILE  
THE 2008-09 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 2008-09 Transportation Development Act claim in the following amounts:

\$	2,839,686	Local Transportation Funds
\$	82,648	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: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, 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 Amending the City of Lodi Drug and Alcohol Testing Policy and Drug and Alcohol Testing Procedure in Accordance with the Federal Transit Administration Drug and Alcohol Program Requirements

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Human Resources Manager and Risk Manager

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**RECOMMENDED ACTION:** Adopt resolution amending the City of Lodi's Drug and Alcohol Testing Policy and Drug and Alcohol Testing Procedure in accordance with the Federal Transit Administration Drug and Alcohol program requirements.

**BACKGROUND INFORMATION:** Last year, the Lodi City Council approved an update to the City's drug and alcohol policies and procedures as directed by the Federal Transit Administration. Since those amendments were adopted in May of 2008, the FTA has directed the City to include additional language in order to comply with new regulations implemented November 2008.

Changes to the Drug and Alcohol Testing Procedure pertain to specimen collection and testing and are tracked in the submitted draft document (Exhibit A). The Council may also note that the Policy and Procedure have been combined and reformatted, as all administrative policies are being updated by the Human Resources Division. The Drug and Alcohol Testing Policy and Procedure has been revised and submitted to the various bargaining groups. Once adopted, the policies will be distributed to staff and the adopted Resolution provided to the FTA, as required.

**FISCAL IMPACT:** None. However, failure to amend and submit the policies as set by FTA could impact the availability of Federal transit funding received by the City to cover the costs of transit service.

**FUNDING AVAILABLE:** Not applicable.

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Janet Hamilton  
Risk Manager

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APPROVED: \_\_\_\_\_  
Blair King, City Manager

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AMENDING THE CITY OF LODI DRUG AND ALCOHOL  
TESTING POLICY AND DRUG AND ALCOHOL TESTING  
PROCEDURE IN ACCORDANCE WITH THE FEDERAL  
TRANSIT ADMINISTRATION DRUG AND ALCOHOL  
PROGRAM REQUIREMENTS

=====

WHEREAS, the City of Lodi previously adopted a Drug Free Workplace Policy and Procedure on May 1, 1995 and amended on July 18, 2007 and again on May 7, 2008; and

WHEREAS, due to Federal Transportation Administration requirements applying to employees who operate or maintain Department of Transportation funded equipment and machinery, an amendment to that policy is required.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby amends the City of Lodi Drug Free Workplace Policy and the Drug Free Workplace Procedure to meet Department of Transportation requirements, as shown on Exhibit A attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the effective date of this policy shall be June 17, 2009.

Dated: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, by the following vote:

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

RANDI JOHL  
City Clerk

CITY OF LODI  
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: DRUG AND ALCOHOL TESTING

DATE ISSUED: June 2009

REFERENCE: US DOT (FTA) 49 CFR Part 40; 49 CFR Part 655; 49 CFR Part 382; 49 CFR Part 29. Omnibus Transportation Employee Testing Act of 1991

SECTION 1: PURPOSE

The City of Lodi is committed to providing safe and efficient public services in fulfilling our responsibilities to the citizens of our community. To achieve this purpose, it is the policy of the City to:

Provide a workplace free from the adverse effects of drug and alcohol abuse or misuse;

Assure that employees are not impaired in their ability to perform assigned duties in a safe and productive manner;

Encourage employees to seek professional assistance for drug and alcohol abuse or dependency;

Comply with all Federal and State regulations requiring a drug-free workplace.

Coverage under this policy does not exempt covered employees from compliance with the *City's Drug-Free Workplace Policy and Procedure*. The obligations and requirements set forth below are in addition to existing obligations and requirements set forth in the *Drug-Free Workplace Policy and Procedure*.

SECTION 2: EMPLOYEE ASSISTANCE PROGRAM

The City has established a voluntary Employee Assistance Program (EAP) to aid those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors, the EAP provider, or the Human Resources Division for additional information.

Employees who think they may have an alcohol or drug usage problem are encouraged to voluntarily seek confidential assistance from the EAP or other available resources. Employees who voluntarily come forward and seek assistance will not be disciplined solely for having or admitting a drug or alcohol problem. The City will take into consideration employees' performance problems caused by such dependency. The voluntary seeking of treatment shall not provide immunity from disciplinary action which were proposed or in process. However, action on related problems may be

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solely for having or admitting a drug or alcohol problem. The City will take into consideration employees' performance problems caused by such dependency. The voluntary seeking of treatment shall not provide immunity from disciplinary action which were proposed or in process. However, action on related problems may be postponed pending successful resolution of the usage problem. Successful completion of a drug or alcohol treatment program shall be considered when determining disciplinary actions. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not voluntarily seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

SECTION 3:                    CITY ADMINISTRATOR

The Human Resources Division is designated to administer this policy and procedure and to answer questions concerning its implementation. The Human Resources Division may be contacted as follows:

City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910  
Phone: (209) 333-6704

SECTION 4:                    COVERED EMPLOYEES

Employees in classifications listed in Appendix A are "covered employees" because they perform "safety sensitive functions" as described in Section 6 below, and thus are subject to all of the provisions of this policy.<sup>1[1]</sup>

An employee may be given a written exemption from this Policy by Human Resources, if the employee's job duties do not include performing a "safety sensitive function."

SECTION 5:                    DEFINITIONS

Accident: Means an occurrence associated with the operation of a vehicle, if as a result:

- 1) An individual dies;
- 2) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;

- 3) One or more vehicles incur disabling damage as the result of the occurrence and are transported away from the scene by a tow truck or other vehicle. For purposes of this definition, “disabling damage” means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes the inoperative; or
- 4) When a State or local law enforcement authority issues a citation to the covered employee for a moving violation arising from the accident.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Concentration: The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.

Alcohol Use: The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT): An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).

Chain of Custody: Procedures to account for the integrity of each urine or blood specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.

Confirmation (or confirmatory) Test: For alcohol testing means a second test, following a screening test with a result of 0.01<sup>2[2]</sup> or greater, that provides quantitative data of alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure

reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

Controlled Substance (drug): Any illegal drug or any substance identified in schedules I through V of the Controlled Substances Act as they may be amended. This includes, but is not limited to: marijuana (THC metabolite), amphetamines, opiates (including Heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Substances for testing will only be added to the panel for testing only with agreement of the affected collective bargaining units or as required by the appropriate regulatory agency.

Evidential Breath Testing Device (EBT): A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by the City's Drug-Free Workplace and Drug and Alcohol Testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information.

Performing a Safety-Sensitive Function: An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

Screening Test (also known as initial test): In alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen. Testing is only permitted just before, during, and just after the performance of safety-sensitive duties. In controlled substance testing, an immunoassay screen to eliminate "negative" urine specimens from further analysis.

Substance Abuse Professional(SAP): [Defines the Substance Abuse Professional \(SAP\) as a person who evaluates employees who](#)

have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare. In order to be a SAP, you need to have certain credentials, possess specific knowledge, receive training, and achieve a passing score on an examination. There is also a continuing education requirement

**SECTION 6:**                    **SAFETY-SENSITIVE FUNCTIONS**

A safety sensitive function is driving one of the following vehicles:

- A. a vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
- B. a vehicle with a gross vehicle weight of at least 26, 001 pounds;
- C. a vehicle designed to transport 16 or more passengers, including the driver; or
- D. a vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

**SECTION 7:**                    **PROHIBITIONS**

The following conduct is prohibited and may result in disciplinary action, up to and including termination:

- A. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions while having an alcohol concentration of 0.04 or greater;
- B. The use of alcohol within the four (4) hours preceding the performance of safety-sensitive functions, and the allowance of an employee to perform safety-sensitive functions with the knowledge that the employee has used alcohol within that time frame.

Employees who are in a “stand-by” status, shall not use alcohol or controlled substances while in such status. Employees who may be subject to “call-out” for emergency situations, and who may be the only qualified employee available for such duty, and who has used alcohol, may respond to such calls under the following guidelines:

- (1) That the employee immediately notify the supervisor of the use of alcohol within the last four hours and the determination for the employee to respond is approved by the supervisor; (2) That the employee perform simple tasks of minimal risk to the safety sensitive

functions(s); and (3) That the employee does not use alcohol after he/she has been notified to report for emergency duty.

- C. Being on duty or operating a vehicle described in Section 4 above, while possessing alcohol;
- D. Using alcohol while performing a safety sensitive function;
- E. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a vehicle; or DOT funded equipment and machinery.
- F. Reporting for duty or remaining on duty requiring the performance of safety sensitive functions if the employee tests positive for controlled substances;
- G. Refusing to submit to any alcohol or controlled substances test required by this policy. Such refusal (see Section 8) shall be considered an act of insubordination. The consequences for a refusal to submit to a required test are the same as if the employee had tested at 0.04 or greater or had violated any of the other prohibitions in this policy.
- H. The allowance of an employee to perform or continue to perform safety-sensitive functions after having knowledge of the employee's use of alcohol or controlled substances while on duty.
- I. An employee who has actual knowledge of an accident in which his/her performance of a safety-sensitive function has not been discounted by the City as a contributing factor to the accident is prohibited from using alcohol for eight (8) hours following the accident. The prohibition ends eight (8) hours after the accident (i.e. when a test is no longer required), once the employee has taken a post-accident test, or once the City has determined that the employee's performance could not have contributed to the accident.

SECTION 8:

REFUSAL TO SUBMIT TO AN ALCOHOL AND/OR DRUG TEST

A refusal to submit to an alcohol or controlled substances test required by this policy includes, but is not limited to:

- A. Failure to appear for any test (except for pre-employment) within a reasonable time, as determined by the employer;
- B. Failure to remain at testing site until the testing process is complete;
- C. Failure to provide a urine sample for any required drug test;
- D. Failure to permit the observation or monitoring of the specimen collection when required to do so;
- E. Failure to provide a sufficient amount of urine when directed and there is no adequate medical explanation for the failure;
- F. Failure to take a second test when directed to do so by the employer or collector;
- G. Failure to undergo a medical examination when directed to do so by the MRO or employer;
- H. Failure to cooperate with any part of the testing process (eg, refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector);
- I. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other devicea that could be used to interfere with the collection process;
- J. Possess or wear a prosthetic or other device that could be used to interfere with the collection process; and
- K. Admit to the collector or MRO that you adulterated or substituted the specimen.

SECTION 9:

CONSEQUENCES FOR EMPLOYEES FOUND TO HAVE ALCOHOL CONCENTRATION LEVELS OF 0.01 OR GREATER BUT LESS THAN 0.04

An employee whose alcohol test indicates an alcohol concentration level between 0.01 and 0.04 will be removed from his or her safety sensitive position for at least twenty-four (24) hours.

SECTION 10:

CIRCUMSTANCES UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES

A. Pre-Employment Testing: All applicants for classifications which are covered by the appropriate Department of Transportation regulations (See Section 4 above), as well as all employees who transfer from classifications which are not covered to classifications which are covered, will be required to submit to pre-employment/pre-duty drug and alcohol testing. Applicants/employees will not be assigned to a safety sensitive position until after a verified negative drug test result.

If the applicant has previously worked for a DOT employer and has previously failed or refused a pre-employment drug test administered under this part within the past two years, the applicant is not eligible for the position.

If a pre-employment drug test is canceled, the City shall require the covered employee or applicant to take another pre-employment drug test administered under this part with a verified negative result.

When a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the City's random selection pool during that time, the City shall ensure that the employee takes a pre-employment drug test with a verified negative result.

B. Post-Accident Testing: Post-Accident drug and alcohol testing will be conducted on employees following an accident where the employee's performance cannot be discounted as a contributing factor.

The decision as to whether or not to test the employee will be made by a supervisory and/or management employees. The presumption is for testing. The only reason an employee will not be tested following an accident is if a determination is made that the employee's performance *could not* have been a contributing factor. 49 CFR part 655 criteria for testing is a fatality, the need for medical attention away from the scene, and/or disabling damage to the vehicle. An employee must receive emergency medical care before being required to submit to a post accident drug and alcohol test.

Post-accident alcohol tests shall be administered within two (2) hours following an accident and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two

(32) hours following the accident. If the appropriate test is not administered within two (2) hours following the accident, the employee's supervisor shall immediately provide written documentation to the Human Resources Manager stating the reasons why the test was not promptly administered.

C. Random Testing: Covered employees will be subject to random alcohol and drug testing as follows:

(1) A random alcohol test will be administered during any period in which the employee is ready to perform, immediately available to perform, is actually performing, or just after the employee has ceased performing safety-sensitive functions. Please refer to the definition of "Performing a Safety-Sensitive Function" in Section 5 of this policy.

(2) Testing rates are determined by the appropriate regulatory agency.

(3) The selection of employees for random drug and alcohol testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Each covered employee shall have an equal chance of being tested each time selections are made.

(4) On the day the employee is selected for random drug testing, his/her supervisor will ensure his/her duties are covered. The employee will receive a written notice indicating the time he/she is to report to the lab for testing.

(5) The City shall ensure that the dates for administering random tests are spread reasonably throughout the calendar year. Random testing must be conducted at all times of day when safety-sensitive functions are performed.

(6) Random tests are unannounced and immediate. There is an equal chance of selection on each draw with no discretion on the part of management.

D. Reasonable Suspicion Testing: Covered employees are also required to submit to an alcohol or drug test when a trained supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances. The observation must be based on short-term indicators, such as blurry eyes, slurring, or alcohol on the breath.

E. Return-To-Duty Testing: Prior to returning to duty, any employee who has tested positive shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.01 and/or a controlled substance test with a result indicating a verified negative result for controlled substance use.

F. Follow-up Testing: Any employee who has been certified by an SAP as in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances shall be subject to a minimum of six (6) unannounced follow-up alcohol and/or controlled substance tests during the first year back to the safety-sensitive position after the violation. The SAP can direct additional testing during this period or for an additional period up to a maximum of 60 months from the date the employee returns to duty. The SAP can terminate the requirement for the follow-up testing in excess of the minimum at any time, if the SAP determines that the testing is no longer necessary.

A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

To ensure that supervisors are trained to make reasonable suspicion determinations, supervisors vested with the authority to demand a reasonable suspicion drug and alcohol test will attend at least one hour of training on alcohol misuse and at least one hour of training on controlled substances use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

SECTION 11:

CONSEQUENCES OF FAILING AN ALCOHOL AND/OR DRUG TEST

A positive result from a drug or alcohol (concentration of 0.04 or greater) test shall result in the mandatory removal of the employee from the safety-sensitive position. Consequences shall include discipline, up to and including termination. An employee that produces a dilute negative specimen will be required to take another test immediately.

If a covered employee is not terminated, the employee:

A. Must be removed from performing any safety-sensitive function;

B. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment to cure his/her alcohol or drug abuse.

C. May not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/or alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.01 or a negative result on a controlled substance test;

D. Will be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position. See Section 10.E above.

SECTION 12:

COSTS OF TESTING

Where there is testing for reasonable cause, the employee shall be placed on paid administrative leave pending the outcome of the test.

Time spent in conjunction with pre-duty, post-accident, random and reasonable suspicion testing shall be considered as paid time. The City shall also pay for the costs of these tests. The time an employee is removed from safety-sensitive functions is borne by the employee. Such employee may use accrued time including sick leave to cover the absence.

SECTION 13:

INFORMATION CONCERNING THE EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES AND AVAILABLE METHODS OF INTERVENTION

Available from the Personnel Department are Fact Sheets addressing the effects of alcohol and the various controlled substances which are tested for under this Policy.

SECTION 14:

EMPLOYEE REPRESENTATION

Employees shall have the right to representation only during discussions with management prior to a reasonable suspicion test. If a shop steward is not available, an available department employee may be selected to represent the interests of said employee. Such contact shall not, in any way, delay or interfere with the implementation of this policy and its procedure.

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**DRUG AND ALCOHOL TESTING Procedure**

SECTION 15:

PURPOSE

The purpose of this procedure is to delineate the application of the Omnibus Transportation Employee Testing Act under the regulations of the Federal Highway Administration (FHWA).

SECTION 16:

EFFECTIVE DATE

This procedure shall be effective upon date of Council action.

SECTION 17:

ALCOHOL TESTING , CONTROLLED SUBSTANCE COLLECTION, AND LABORATORY SITES

The identity and locations of the alcohol testing, controlled substance collection, and laboratory sites and facilities shall be retained in the Human Resources Division and shall be made immediately available upon request.

SECTION 18:

FORMS OF TESTING

The procedures for each of the forms of testing being conducted by the City are described in Sections 5 through 8 of this Procedure. Inherent to each procedure, at the time of collection and/or testing, the employee is to have in his/her possession an appropriate form of identification. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

SECTION 19:

PRE-EMPLOYMENT TESTING

A. Pre-employment drug/alcohol testing shall be conducted upon the conditional offer of employment. This offer of employment is contingent upon the successful completion of all medical exams and drug/alcohol screenings.

B. Upon completion of the hiring interview the department shall notify the Human Resources Division of its conditional offer of employment to the candidate, and of the candidate's acceptance of this offer. The hiring department shall refer the candidate to the Human Resources Division. The Human Resources Division shall notify the candidate of the types of testing to be conducted, have the candidate complete the appropriate notification forms,

and schedule the candidate for the appropriate testing at the appropriate collection and/or testing site.

C. Upon completion of the drug/alcohol testing, the Human Resources Division shall notify the hiring department of such results.

D. Notification of the results for controlled substance testing shall be provided to the candidate provided the candidate requests the results within 60 days of being notified of the disposition of his/her employment application.

E. The City shall obtain, upon written consent of the employee, information on the employee's alcohol tests with a concentration result of 0.01 or greater, positive controlled substances test results, and refusals to be tested, within the preceding two (2) years from previous employers. This information shall be obtained and reviewed by the City no later than fourteen (14) calendar days after the first time an employee performs safety-sensitive functions. The employee shall not perform any safety-sensitive functions after fourteen (14) calendar days without obtaining the information.

F. As an employer the City is required to verify previous violations of DOT drug and alcohol regulations within the last two years of employment with a DOT regulated agency or employer. An employer must obtain and review the information listed below from any DOT-regulated employer for which the employee performed safety-sensitive functions in the previous two years. The information obtained must include:

1. Information of the employee's alcohol test in which a breath alcohol concentration of 0.04 or greater was indicated.
2. Information of the employee's controlled substance test in which a positive result was indicated.
3. Any refusal to submit to a required alcohol or controlled substance test. (including verified adulterated or substituted drug test results)
4. Other violations of DOT agency drug and alcohol testing regulations.

SECTION 20:

RANDOM TESTING

All covered employees shall be subject to periodic random testing. In accordance with, and subject to modification by the DOT, employees shall be tested at the minimum annual percentage rate

of ten percent (10%) of the average number of employees covered by this policy for random alcohol; and fifty percent (50%) of the average number of employees covered by this policy for random controlled substances.

A. Random generation. Covered employees shall be scheduled for unannounced alcohol and controlled substance tests and selected for testing by utilizing a random number generator. Each employee shall have an equal chance of being tested each time selections are made.

B. Employee notification. On the date the employee is selected for testing, the employee's supervisor shall be notified of the selection. The supervisor shall provide written notification of selection for testing to the employee. The supervisor shall arrange coverage of the employee's duties. The supervisor shall direct the employee to cease the performance of safety-sensitive functions, and to immediately proceed to the appropriate testing and/or collection site.

An employee shall only be tested for alcohol during any period in which he/she is actually performing, ready to perform, immediately available to perform, or just after the employee has ceased performing safety-sensitive functions.

SECTION 21:

REASONABLE SUSPICION TESTING

A. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform the job safely is reduced.

B. As currently provided in the City's *Drug-Free Workplace Policy and Procedure*, the City may require an employee to submit to an alcohol and/or controlled substance test whenever it has reasonable suspicion to believe that an employee has violated the prohibitions of the *Drug and Alcohol Testing Policy*.

C. Alcohol testing is authorized only if the observations leading to reasonable suspicion are made during, just preceding, or just after the period of the work day that the employee is performing the safety-sensitive functions of his/her position.

D. Any supervisor or manager who has determined reasonable suspicion shall immediately prevent or direct the employee to stop

performing the duties of his/her position, and inform the employee that he/she shall be referred to alcohol/drug testing on such basis.

E. The supervisor or manager shall immediately contact his/her supervisor and the Human Resources Manager with notification of the action taking place, and shall transport the employee to the testing/collection site.

F. The employee shall be immediately transported by the supervisor to the alcohol testing and/or collection site and said test shall be administered within two (2) hours following the determination of reasonable suspicion.

G. The supervisor or manager shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

H. Any supervisor or manager encountering an employee who refuses to submit to a drug and/or alcohol test shall remind the employee of the requirements and disciplinary consequences of this policy and procedure. The employee's refusal shall be documented in writing. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the supervisor or manager should Remove the employee from safety sensitive service and arrange for the employee to be safely transported home after the employee has undergone alcohol and controlled substance testing.

I. Upon completion of the testing, the supervisor is to contact the Human Resources Manager and report the status of such testing.

## SECTION 22:

### POST-ACCIDENT TESTING

A. The employee's supervisor or manager shall make a determination to conduct post-accident testing in accordance with the City's drug/alcohol policies immediately after notification of the accident. If a determination is not made and the appropriate test is not administered within two (2) hours following the accident, the employee's supervisor shall immediately provide written documentation to the Human Resources Manager stating the reasons why the test was not promptly administered.

B. Where possible, the supervisor or manager should make every effort under the circumstances surrounding the accident to ensure that the employee, even one who has been permitted to leave or has had to leave the site, is available for a post-accident

test. This, of course, does not mean that necessary medical treatment for injured people should be delayed or that an employee cannot leave the scene of an accident for the period necessary to obtain assistance in responding to the accident, materials to secure the accident site, or necessary emergency medical care. An employee who is seriously injured and cannot consent to provide a specimen within the appropriate time frames of the accident shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in his/her system.

C. If a determination is made to conduct post-accident testing, the supervisor or manager shall provide documentation of the accident and as to his/her decision to the Human Resources Manager within one (1) working day of the accident.

D. The employee shall remain readily available for such testing or may be deemed to have refused to submit to testing.

E. The supervisor or manager shall transport the employee to the alcohol testing and/or controlled substance collection site, and if necessary, to the employee's home after completion of the testing and collection.

F. The employee shall be placed upon administrative leave with pay pending the outcome of the test(s).

**SECTION 23:**

**SUBSTANCE ABUSE PROFESSIONAL (SAP) SERVICES**

Each employee who engages in conduct prohibited by this Policy and Procedure shall be evaluated by a SAP who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use.

Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this Policy and Procedure, the employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.01 if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved a controlled substance.

In addition, each employee identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use shall be:

A. evaluated by a SAP to determine that the employee has properly followed any rehabilitation program prescribed under, and

B. subject to unannounced follow-up alcohol and controlled substance tests administered by the City following the employee's return to duty.

SECTION 24:

SPECIFIED PROCEDURES

Specific procedures pertaining to the subjects listed below are attached to this Procedure as indicated:

Alcohol Testing Methodology and Procedures	Appendix B
Controlled Substances Testing Procedure	Appendix C
Controlled Substance Testing Methodology	Appendix D
Test Results	Appendix E
Confidentiality and Recordkeeping	Appendix F

APPENDIX A  
COVERED EMPLOYEES

Employees in the classifications listed below are covered under the applicable regulations for those employees. Covered employees are:

- A. Those who perform “safety sensitive” functions as defined in the City of Lodi *Drug and Alcohol Testing Policy*.
- B. Maintenance personnel, who perform various repairs to revenue vehicles (including repairs, overhaul and rebuilding)
- C. Employees with a commercial driver’s license that will operate a revenue service, or non-revenue service DOT funded transit vehicle (includes the operation of the Lifts or anyone who assists passengers to assure they are secured in the vehicles).
- D. Drivers operating a revenue service vehicle, including when not in revenue service.

Employees may be included in more than one listing below in accordance to the various regulatory agencies under which their work specification is assigned. All covered employees shall be managed as one pool for testing purposes and shall be tested in accordance with the highest level of testing required.

**Federal Motor Carrier Safety Administration (FMCSA). Alcohol testing administered at 10% of the total number of covered employees. Drug test administered to at least 50% of covered employees**

(1) Public Works Department  
Equipment Maintenance Division

Lead Equipment Mechanic  
Welder Mechanic  
Heavy Equipment Mechanic  
Equipment Service Worker  
Fleet Services Supervisor

Street Division  
Street Supervisor  
Street Maintenance Worker III  
Laborer Maintenance Worker I/II

Water/Wastewater Division

Water/Wastewater Supervisor  
Plant and Equipment Mechanic  
Water/Wastewater Maintenance Worker III  
Laborer/Maintenance Worker I/II

(2) Electric Utility Department  
Apprentice Lineman/Linewoman  
Electric Lineman/Linewoman  
Electric Foreman/Forewoman  
Electric Apparatus Mechanic  
Utility Equipment Specialist

A covered employee includes regular and part-time/temporary employees in the above listed classifications.

Federal Transit Administration (FTA). Alcohol testing administered at 10% of the total number of covered employees Drug test administered to at least 25% of covered employees.

(1) Public Works Department  
Equipment Maintenance Division

Lead Equipment Mechanic  
Welder Mechanic  
Heavy Equipment Mechanic  
Equipment Service Worker  
Fleet Services Supervisor

United States Coast Guard (USCG). No alcohol testing required per Coast Guard regulations. Drug test administered to at least 50% of covered employees

Small Vessel Operators

APPENDIX B  
ALCOHOL TESTING METHODOLOGY AND PROCEDURES

I. ALCOHOL TESTING METHODOLOGY

- A. Breath Alcohol Technician (BAT): The City or its agent shall only utilize a BAT who meets the stringent training requirements of the DOT or is a law enforcement officer certified to use the EBT that is utilized.
- B. Alcohol Testing Devices: The City or its agent shall only utilize an EBT which meets the DOT requirements.
- C. Quality Assurance Plan (QAP): The City or its agent shall ensure that the EBT shall have a quality assurance plan developed by the manufacturer and that said plan is complied with for each EBT used for alcohol testing.
- D. Alcohol Testing Site: Alcohol testing shall be conducted in a location that affords visual and aural privacy to the employee being tested, sufficient to prevent unauthorized persons from seeing or hearing test results.

II. ALCOHOL TESTING PROCEDURES

- A. Preparation for Testing: Prior to being tested, the BAT shall require the employee to provide a photo identification and shall explain the testing procedure to the employee.
- B. Procedures for Screening Test: The following procedures shall be followed:
  - 1. The BAT and the employee shall complete their respective portions of the Breath Alcohol Testing Form from the DOT. Refusal by the employee to sign this form shall be regarded as a refusal to take the test.
  - 2. An individually-sealed mouthpiece shall be opened in view of the employee and attached to the EBT in accordance with the manufacturer's instructions.
  - 3. The BAT shall instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
  - 4. a. If the EBT does not meet the DOT requirements, the BAT and the employee shall take the following steps:
    - (1) Show the employee the result displayed on the EBT. The BAT shall record the displayed result, test number, testing

device, serial number of the testing device, time and quantified result in Step 3 of the form.

- (2) Record the test number, date of the test, name of the BAT, location, and quantified test result in the log book. The employee shall initial the log book entry.
  - b. If the EBT provides a printed result, but does not print the results directly onto the form, the BAT shall show the employee the result displayed on the EBT. The BAT shall then affix the test result printout to the breath alcohol test form in the designated space, using a method that will provide clear evidence of removal (e.g., tamper-evident tape).
  - c. If the EBT prints the test results directly on the form, the BAT shall show the employee the result displayed on the EBT.
5.
  - a. In any case in which the result of the screening test is a breath alcohol concentration of less than 0.01, the BAT shall date the form and sign the certification in Step 3 of the form. The employee shall sign the certification and fill in the date in Step 4 of the form.
  - b. If the employee does not sign the certification in Step 4 of the form or does not initial the log book entry for a test, it shall not be considered a refusal to be tested. In that event, the BAT shall note the employee's failure to sign or initial in the "Remarks" section of the form.
  - c. If a test result printed by the EBT (see paragraph 4b or 4c of this section) does not match the displayed result, the BAT shall note the disparity in the remarks section. Both the employee and the BAT shall initial or sign the notation. The test shall be invalid and the City and employee shall be so advised.
  - d. No further testing is authorized. The BAT shall transmit the result of less than 0.01 to the City in a confidential manner, and the City shall receive and store the information so as to ensure that confidentiality is maintained.
6. If the result of the screening test is an alcohol concentration of 0.01 or greater, a confirmation test shall be performed.
7. If the confirmation test will be conducted by a different BAT, the BAT who conducts the screening test shall complete and sign the form

and log book entry. The BAT will provide the employee with Copy 2 of the form.

C. Procedures for Confirmation Test: The following procedures shall be followed:

1. If a BAT other than the one who conducted the screening test is conducting the confirmation test, the new BAT shall follow the procedures outlined above in Preparation for Testing.
2. The BAT shall instruct the employee not to eat, drink, put any object or substance in his or her mouth, and, to the extent possible, not belch during a waiting period before the confirmation test. This waiting period begins with the completion of the screening test, and shall not be less than 15 minutes. The confirmation test shall be conducted within 20 minutes of the completion of the screening test. The BAT shall explain to the employee the reason for this requirement (i.e. to prevent any accumulation of mouth alcohol leading to an artificially high reading) and the fact that it is for the employee's benefit. The BAT shall also explain that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instruction. If the BAT becomes aware that the employee has not complied with this instruction, the BAT shall so note in the "Remarks" section of the form.
3.
  - a. If a BAT other than the one who conducted the screening test is conducting the confirmation test, the new BAT shall initiate a new Breath Alcohol Testing form. The BAT shall complete Step 1 on the form. The employee shall complete Step 2 on the form, signing the certification. Refusal by the employee to sign this certification shall be regarded as a refusal to take the test. The BAT shall note in the "Remarks" section of the form that a different BAT conducted the screening test.
  - b. In all cases, the first three steps of the "Procedures for Screening Test" shall be followed. A new mouthpiece shall be used for the confirmation test.
4. Before the confirmation test is administered for each employee, the BAT shall ensure that the EBT registers 0.00 on an air blank. If the reading is greater than 0.00, the BAT shall conduct one more air blank. If the reading is greater than 0.00, testing shall not proceed using that instrument. However, testing may proceed on another instrument.

5. Any EBT taken out of service because of failure to perform an air blank accurately shall not be used for testing until a check of external calibration is conducted and the EBT is found to be within tolerance limits.
6. In the event that the screening and confirmation test results are not identical, the confirmation test result is deemed to be the final result upon which any action under operating administration rules shall be based.
7.
  - a. If the EBT provides a printed result, but does not print the results directly onto the form, the BAT shall show the employee the result displayed on the EBT. The BAT shall then affix the test result printout to the breath alcohol test form in the designated space, using a method that will provide clear evidence of removal (e.g., tamper-evident tape).
  - b. If the EBT prints the test results directly onto the form, the BAT shall show the employee the result displayed on the EBT.
8.
  - a. Following the completion of the test, the BAT shall date the form and sign the certification in Step 3 of the form. The employee shall sign the certification and fill in the date in Step 4 of the form.
  - b. If the employee does not sign the certification in Step 4 of the form or does not initial the log book entry for a test, it shall not be considered a refusal to be tested. In this event, the BAT shall note the employee's failure to sign or initial in the "Remarks" section of the form.
  - c. If a test result printed by the EBT (see paragraph 7a. or 7b. of this section) does not match the displayed result, the BAT shall note the disparity in the remarks section. Both the employee and the BAT shall initial or sign the notation. The test is invalid and the City and employee shall be so advised.
  - d. The BAT shall conduct an air blank. If the reading is greater than 0.00, the test is invalid.
9.
  - a. The BAT shall transmit all results to the City in a confidential manner. The Human Resources Manager or designee shall receive and handle alcohol testing results in a confidential manner. All communications by BATs to the City concerning the alcohol testing results of employees shall be to the designated City representative.

b. Such communication may be in writing, in person, or by telephone or electronic means, but the BAT shall ensure immediate communication to the City of the results that require the City to prevent the employee from performing a safety-sensitive function.

c. If the initial communication is not in writing, the City shall establish a mechanism to verify the identity of the BAT providing the information.

d. If the initial communication is not in writing, the BAT shall follow the initial communication by providing to the City the City's copy of the breath alcohol testing form. The City shall store the information so as to ensure that confidentiality is maintained.

**D. Refusals to Test and Uncompleted Tests**

1. Refusal by an employee to complete and sign the breath alcohol testing form (Step 2), to provide breath, to provide an adequate amount of breath, or otherwise to cooperate with the testing process in a way that prevents the completion of the test, shall be noted by the BAT in the remarks section of the form. The testing process shall be terminated and the BAT shall immediately notify the City.
2. If a screening or confirmation test cannot be completed, or if an event occurs that would invalidate the test, the BAT shall, if practicable, begin a new screening or confirmation test, as applicable, using a new breath alcohol testing form with a new sequential test number.

**E. Inability to Provide an Adequate Amount of Breath**

1. This section sets forth procedures to be followed in any case in which an employee is unable, or alleges that he or she is unable, to provide an amount of breath sufficient to permit a valid breath test because of a medical condition.
2. The BAT shall again instruct the employee to attempt to provide an adequate amount of breath. If the employee refuses to make the attempt, the BAT shall immediately inform the City.
3. If the employee attempts and fails to provide an adequate amount of breath, the BAT shall so note in the "Remarks" section of the breath alcohol testing form and immediately inform the City.
4. If the employee attempts and fails to provide an adequate amount of breath, the City shall direct the employee to obtain, as soon as practical after the attempted provision of breath, an evaluation from the MRO concerning the employee's medical ability to provide an adequate amount of breath.

- a. If the MRO determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath shall not be deemed a refusal to take a test. The MRO shall provide to the City a written statement of the basis for his or her conclusion.
- b. If the MRO, in his or her reasonable medical judgment, is unable to make the determination set forth herein, the employee's failure to provide an adequate amount of breath shall be regarded as a refusal to take a test. The MRO shall provide a written statement of the basis for his or her conclusion to the City.

F. Invalid Tests. A breath alcohol test shall be invalid under the following circumstances:

1. The next external calibration check of an EBT produces a result that differs by more than the tolerance stated in the QAP from the known value of the test standard. In this event, every test result of 0.01 or above obtained on the device since the last valid external calibration check shall be invalid;
2. The BAT does not observe the minimum 15-minute waiting period prior to the confirmation test;
3. The BAT does not perform an air blank of the EBT before a confirmation test, or an air blank does not result in a reading of 0.00 prior to or after the administration of the test;
4. The BAT does not sign the required form;
5. The BAT has failed to note on the remarks section of the form that the employee has failed or refused to sign the form following the recording or printing on or attachment to the form of the test result;
6. An EBT fails to print a confirmation test result; or
7. On a confirmation test and, where applicable, on a screening test, the sequential test number or alcohol concentration displayed on the EBT is not the same as the sequential test number or alcohol concentration on the printed result.

APPENDIX C  
CONTROLLED SUBSTANCES TESTING PROCEDURE

I. URINE SPECIMEN COLLECTION: The following procedures shall be followed:

- A. The actual collection site shall be a location having an enclosure with which private urination can occur, a toilet for completion of urination, and a suitable clean surface for writing. The site shall also have a source of water for washing hands, which, if practicable, shall be external to the enclosure where urination occurs.
- B. The collection site shall be secure.
- C. No unauthorized personnel shall be permitted in any part of the designated collection site where urine specimens are collected or stored.
- D. Collection of urine specimens shall allow individual privacy, unless there is reason to believe that an employee may alter or substitute the specimen provided.
- E. For purposes of this section, the following circumstances are the exclusive grounds constituting a reason to believe that the employee may alter or substitute the specimen.
  - 1. The employee has presented a urine specimen that falls outside the normal temperature range 32.5°C - 37.7°C (90.5°F - 99.8°F), and
    - a. The employee declines to provide a measurement of oral body temperature; or
    - b. Oral body temperature varies by more than 1°C/1.8°F from the temperature of the specimen;
  - 2. The last urine specimen provided by the employee (i.e. on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L;
  - 3. The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.); or
  - 4. The employee has previously been determined to have used a controlled substance without medical authorization and the particular test

was being conducted under a DOT agency regulation providing for follow-up testing upon or after return to duty.

- F. A higher-level supervisor of the collection site person, or the Human Resources Manager, shall review and concur in advance with any decision be a collection site person to obtain a specimen under the direct observation of a same gender collection site person based upon the circumstances described herein.
- G. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
  - 1. To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue. Where practicable, there shall be no other source of water in the enclosure where urination occurs. If there is another source of water in the enclosure, it shall be effectively secured or monitored to ensure it is not used as a source for diluting the specimen.
  - 2. When an individual arrives at the collection site, the collection site person shall ensure that the individual is positively identified as the employee selected for testing (e.g., through presentation of photo identification or identification by the City's representative). If the individual's identity cannot be established, the collection site person shall not proceed with the collection.
  - 3. The collection site person shall ask the employee to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the employee's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The employee may retain his or her wallet.
  - 4. The employee shall be instructed to wash and dry his/her hands prior to urination.
  - 5. After washing hands, the employee shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
  - 6. The employee may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for employee privacy. The collection site person shall provide the employee with a specimen bottle or collection container, if applicable, for this purpose.

7. The collection site person shall note any unusual behavior or appearance on the urine custody and control form.
8. The collection site person shall instruct the employee to provide at least 45 ml of urine under the split sample method of collection.
9. The donor shall urinate into a collection container or a specimen bottle capable of holding at least 60 ml.
10. If a collection container is used, the collection site person, in the presence of the donor, pours the urine into two specimen bottles. Thirty (30) ml shall be poured into one bottle, to be used as the primary specimen. At least 15 ml shall be poured into the other bottle, to be used as the split specimen.
11. If a single specimen bottle is used as a collection container, the collection site person shall pour 30 ml of urine from the specimen bottle into a second specimen bottle (to be used as the primary specimen) and retain the remainder (at least 15 ml) in the collection bottle (to be used as the split specimen).
12. Both bottles shall be shipped in a single shipping container, together with copies 1, 2, and the split specimen copy of the chain of custody form, to the laboratory.
13. If the test result of the primary specimen is positive, the employee may request that the MRO direct that the split specimen be tested at the employee's expense in a different DHHS-certified laboratory for the presence of the drugs for which a positive result was obtained in the test of the primary specimen. The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive test result.
14. When the MRO informs the laboratory in writing that the employee has requested a test of the split specimen, the laboratory shall forward to a different DHHS-approved laboratory, the split specimen bottle, with seal intact, a copy of the MRO request, and the split specimen copy of the chain of custody form with appropriate chain of custody entries.
15. The result of the test of the split specimen is transmitted by the second laboratory to the MRO.
16. Action required by this Policy and Procedure as the result of a positive drug test (e.g., removal from performing a safety-sensitive function) is not stayed pending the result of the rest of the split specimen.

17. If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test, and report the cancellation and the reasons for it to the DOT, the City, and the employee.
18. Upon receiving the specimen from the employee, the collection site person shall determine if it has at least 30 ml of urine for the primary or single specimen bottle and, an additional 15 ml of urine for the split specimen bottle. If the employee is unable to provide such a quantity of urine, the collection site person shall instruct the employee to drink not more than 24 ounces of fluids and, after a period of up to two hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded. If the employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the City so notified. The MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. (In pre-employment testing, if the City does not wish to hire the employee, the MRO is not required to make such a referral). Upon completion of the examination, the MRO shall report his or her conclusions to the City in writing.
19. After the specimen has been provided and submitted to the collection site person, the employee shall be allowed to wash his/her hands.
20. Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measure is critical and in no case shall exceed 4 minutes.
21. A specimen temperature outside the range of 32.5°C - 37.7°C (90.5°F - 99.8°F) constitutes a reason to believe that the employee has altered or substituted the specimen. In such cases, the employee supplying the specimen may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe the employee may have altered or substituted the specimen.
22. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the urine custody and control form.

23. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
24. Whenever there is reason to believe that a particular employee has altered or substituted the specimen as described in paragraph I.E.1., a or b, of this section, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.
25. Both the employee being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. As provided below, the specimen shall be sealed (by placement of a tamper-proof seal over the bottle cap and down the sides of the bottle) and labeled in the presence of the employee. If the specimen is transferred to a second bottle, the collection site person shall request the employee to observe the transfer of the specimen and the placement of the tamper-proof seal over the bottle cap and down the sides of the bottle.
26. The collection site person and the employee being tested shall be present at the same time during the procedures outline in paragraphs I.G.19.-22 of this section.
27. The collection site person shall place securely on the bottle an identification label which contains the date, the employee's specimen number, and any other identifying information provided or required by the City. If separate from the label, the tamper-proof seal shall also be applied.
28. The employee shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.
29. The collection site person shall enter on the drug testing custody and control form all information identifying the specimen. The collection site person shall sign the drug testing custody and control form certifying that the collection was accomplished according to the applicable Federal requirements.
30. a. The employee shall be asked to read and sign a statement on the drug testing custody and control form certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided.  
  
b. When specified by DOT agency regulation or required by the collection site (other than an employer site) or by the laboratory, the employee may be required to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances, and release of the results to the City. The employee may not be required to waive liability with respect to negligence on the part of any person

participating in the collection, handling or analysis of the specimen or to indemnify any person for the negligence of others.

31. The collection site person shall complete the chain of custody portion of the drug testing custody and control form to indicate receipt of the specimen from the employee and shall certify proper completion of the collection.
32. The urine specimen and chain of custody form are now ready for shipment. If the specimen is not immediately prepared for shipment, the collection site person shall ensure that it is appropriately safeguarded during temporary storage.
33. a. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his/her work station momentarily, the collection site person shall take the specimen and drug testing custody and control form with him/her or shall secure them. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, he or she shall package the specimen for mailing before leaving the site.  
  
b. The collection site person shall not leave the collection site in the interval between the presentation of the specimen by the employee and securement of the sample with an identifying label bearing the employee's specimen identification number (shown on the urine custody and control form) and seal initialed by the employee. If it becomes necessary for the collection site person to leave the site during this interval, the collection shall be nullified and (at the election of the City) a new collection begun.

H. Observed Collections: A number of situations requiring direct observations exist. These are done to guard against employee attempts to mask the testing process. Observed collections are required in the following circumstances:

1. All return to duty tests;
2. All followup tests;
3. Anytime the employee is directed to provide another specimen because the temperature of the original specimen was out of the accepted range of 90°F - 100° F;
4. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
5. Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

6. Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;

7. Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.

- I. Chain-of-Custody: A chain-of-custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on the form each time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

APPENDIX D  
CONTROLLED SUBSTANCE TESTING METHODOLOGY

I. APPROPRIATE LABORATORY

The City of Lodi shall utilize a DHHS certified laboratory for the processing of all controlled substance tests. The identification of such laboratory may be obtained by contacting the Human Resources Manager.

II. INITIAL TEST

A. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	*300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

\*25 ng/ml if immunoassay specific for free morphine.

B. The City shall use the lowest cut-off levels permitted by the appropriate regulatory agency. These cut off levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

III. CONFIRMATORY TEST

A. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

Marijuana metabolite <sup>1</sup>	15 ng/ml
Cocaine metabolite <sup>2</sup>	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml

Amphetamines:

Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

<sup>1</sup>Delta-9-tetrahydrocannabinol-9-carboxylic acid.

<sup>2</sup>Benzoyllecgonine.

- B. The City shall use the lowest cut-off levels permitted by the appropriate regulatory agency. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

IV. REPORTING OF TEST RESULTS

- A. The laboratory shall report test results to the MRO within an average of five (5) working days after receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible laboratory personnel. The report shall identify the drugs/metabolites tested for, whether positive or negative, the specimen number assigned by the City, and drug testing laboratory specimen identification number (accession number).
- B. The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.
- C. The MRO may request from the laboratory and the laboratory shall provide quantitation of test results. The MRO shall report whether the test is positive or negative, and may report the drug(s) for which there was a positive test, but shall not disclose the quantitation of test results to the City.
- D. The laboratory may transmit results to the MRO by various electronic means (for example, teleprinters, facsimile, or computer) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory and City must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.
- E. The laboratory shall send only to the MRO the original or a certified true copy of the drug testing custody and control form (part 2), which, in the case of a report positive for drug use, shall be signed (after the required certification block) by the individual responsible for day-to-day management of the drug testing laboratory of the individual responsible for attesting to the

validity of the test reports, and attached to which shall be a copy of the test report.

F. The laboratory shall provide to the Human Resources Manager a monthly statistical summary of urinalysis testing of the City's employees and shall not include in the summary any personal identifying information. Initial and confirmation data shall be included from test results reported within that month. Normally this summary shall be forwarded by registered or certified mail not more than 14 calendar days after the end of the month covered by the summary. The summary shall contain the following information:

1. Initial Testing:
  - a. Number of specimens received;
  - b. Number of specimens reported out; and
  - c. Number of specimens screened positive for:

Marijuana metabolites  
Cocaine metabolites  
Opiate metabolites  
Phencyclidine  
Amphetamine

2. Confirmatory Testing:
  - a. Number of specimens received for confirmation;
  - b. Number of specimens confirmed positive for:

Marijuana metabolites  
Cocaine metabolites  
Morphine, codeine  
Phencyclidine  
Amphetamine  
Methamphetamine

Monthly reports shall not include data from which it is reasonably likely that information about individuals' test can be readily inferred. If necessary, in order to prevent the disclosure of such data, the laboratory shall not send a report until data are sufficiently aggregated to make such an inference unlikely. In any month in which a report withheld for the reason, the laboratory will so inform the employer in writing.

G. Unless otherwise instructed by the City in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of 2 years.

V. SPECIMEN RETENTION

Long-term storage (-20°C or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. Drug testing laboratories shall retain and place in properly secured long-term frozen storage for a minimum of two (2) years all specimens confirmed positive, in their original labeled specimen bottles. Within this two-year period, the employer may request the laboratory to retain the specimen for an additional period of time, but if no such request is received the laboratory may discard the specimen after the end of two (2) years, except that the laboratory shall be required to maintain any specimens known to be under legal challenge for an indefinite period.

## APPENDIX E TEST RESULTS

### I. MEDICAL REVIEW OFFICER (MRO) DUTIES AND QUALIFICATIONS

- A. An essential part of the drug testing program is the final review of confirmed positive results from the laboratory. A positive test result does not automatically identify an employee/applicant as having used drugs in violation of this Policy and Procedure. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. The review shall be performed by the MRO prior to the transmission of the results to the City.
- B. The role of the MRO is to review and interpret confirmed positive test results obtained through the employer's testing program. The MRO review shall include review of the chain of custody to ensure that it is complete and sufficient on its face. If the MRO finds that the documentation is unsatisfactory or if the information gives reasonable doubt about the lab analysis, the MRO may:
1. Request laboratory records regarding the specimen to see if correct procedures were followed; and/or
  2. Require a re-analysis of a specimen for accuracy or validity of the positive result. The MRO is the only one authorized to order a re-analysis of the original sample.

The MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history and any other relevant biomedical information.

### II. POSITIVE TEST RESULTS

- A. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the employee an opportunity to discuss the test result with him/her.
- B. The MRO shall contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact, and a medically licensed or certified staff person may gather information from the employee. Except as provided in paragraph II.E. of this section, the MRO shall talk directly with the employee before verifying a test as positive.

- C. If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated City official who shall direct the individual to contact the MRO as soon as possible. If it becomes necessary to reach the individual through the designated management official, the designated management official shall employ procedures that ensure, to the maximum extent practicable, the requirement that the employee contact the MRO is held in confidence.
- D. If, after making all reasonable efforts, the designated City official is unable to contact the employee, the City may place the employee on leave without pay.
- E. The MRO may verify a test as positive without having communicated directly with employee about the test in three circumstances:
  - 1. The employee expressly declines the opportunity to discuss the test;
  - 2. The designated City representative has successfully made and documented a contact with the employee and instructed the employee to contact the MRO, and more than five (5) days have passed since the date the employee was successfully contacted by the designated City representative; or
  - 3. Other circumstances provided for in DOT agency drug testing regulations.
- F. If a test is verified positive under the circumstances specified in paragraphs II.E.1-3, of this section, the employee may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidable prevented the employee from timely contacting the MRO. The MRO, on the basis of such information, may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO declares the test to be negative.
- G. Following verification of a positive test result, the MRO shall refer the employee to the City's employee assistance program and notify the City's Risk Manager of the test results.

III. VERIFICATION FOR OPIATES; REVIEW FOR PRESCRIPTION MEDICATION

- A. Before the MRO verifies a confirmed positive result for opiates, he/she shall determine that there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate, or opium derivative (e.g., morphine/codeine). (This requirement does not apply if the City's GC/MS confirmation testing for opiates confirms the presence of 6-monocetylmorphine.)
- B. The MRO shall notify each employee who has a confirmed positive test that the employee has 72 hours in which to request a test of the split specimen, if the test is verified as positive. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report cancellation and the reasons for it to the DOT, the City, and the employee. Employees do not have access to a test of their split specimen following an invalid result.
- C. If an employee has not contacted the MRO within 72 hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that the reanalysis of the primary specimen or analysis of the split specimen, as applicable, be performed.

#### IV. DISCLOSURE OF INFORMATION

- A. Except as provided in this paragraph, the MRO shall not disclose to any third party medical information provided by the individual to the MRO as part of the testing verification process.
- B. The MRO may disclose such information to the City, a DOT agency or other Federal safety agency, or a physician responsible for determining the medical qualification of the employee under an applicable DOT agency regulation, as applicable, only if:
  - 1. An applicable DOT regulation permits or requires such disclosure;

2. In the MRO's reasonable medical judgment, the information could result in the employee being determined to be medically unqualified under an applicable DOT agency rule; or
  3. In the MRO's reasonable medical judgment, in a situation in which there is no DOT agency rule establishing physical qualification standards applicable to the employee, the information indicates that continued performance by the employee of his/her safety-sensitive function could pose a significant safety risk.
- C. Before obtaining medical information from the employee as part of the verification process, the MRO shall inform the employee that information may be disclosed to third parties as provided in this paragraph and the identity of any parties to whom information may be disclosed.

APPENDIX F  
CONFIDENTIALITY AND RECORDKEEPING

I. CONFIDENTIALITY AND ACCESS TO RECORDS

- A. Laboratory reports or test results shall not appear in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical file that will be securely kept under the control of the Human Resources Manager. The reports or test results shall be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without consent, may also occur when:
1. the information is compelled by law or by judicial or administrative process;
  2. the information has been placed at issue in a formal dispute between the City and employee;
  3. the information is to be used in administering an employee benefit plan; or
  4. the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.
- B. Except as required by law or expressly authorized or required in this section, the City shall not release driver information that is contained in records required to be maintained by this Policy and Procedure.
- C. An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances including any records pertaining to his/her alcohol or controlled substances tests. The City shall promptly provide the records requested by the employee.
- D. The City shall make available copies of all results for City alcohol and/or controlled substances testing conducted under the Policy and Procedure and any other information pertaining to the City's alcohol misuse and/or controlled substances use prevention program, when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the City.
- E. When requested by the National Transportation Safety Board as part of an accident investigation, the City shall disclose information related to the City's administration of a post-accident alcohol and/or controlled substance test administered following the accident under investigation.

- F. Records shall be made available to a subsequent employer upon receiving a written request from a former employee. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the former employee's request.
- G. The City may disclose information required to be maintained under this Policy and Procedure pertaining to an employee, the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this part, or from the City's determination that the employee engaged in conduct prohibited by this Policy and Procedure (including, but not limited to, a workers' compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee).
- H. The City shall release information regarding an employee's records as directed by the specific, written consent of the employee authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's consent.

## II. MAINTENANCE AND RETENTION OF RECORDS

- A. General Requirement: The City shall maintain records of its alcohol misuse and controlled substances use prevention programs as provided in this section. Such records will be maintained confidentially and separate from employee personnel files.
- B. Period of Retention: The City shall maintain the records in accordance with the following schedule:
  - 1. Five (5) years. The following records shall be maintained for a minimum of five (5) years:
    - a. Records of employee alcohol test results with results indicating an alcohol concentration of 0.01 or greater,
    - b. Records of employee verified positive controlled substances test results,
    - c. Documentation of refusals to take required alcohol and/or controlled substances tests,
    - d. Calibration documentation,
    - e. Employee evaluation and referrals shall be maintained for a minimum of five (5) years, and
    - f. A copy of each annual calendar year summary.

2. Two Years. Records related to the alcohol and controlled substances collection process (except calibration of evidential breath testing devices) and training shall maintained for a minimum of two (2) years.
3. One year. Records of negative and canceled controlled substances test results and alcohol test results with a concentration of less than 0.01 shall be maintained for a minimum of one (1) year.

C. Types of Records: The following specific records shall be maintained:

1. Records related the collection process:
  - a. Collection logbooks, if used;
  - b. Documents relating to the random selection process;
  - c. Calibration documentation for evidential breath testing devices;
  - d. Documentation of breath alcohol technician training;
  - e. Documents generated in connection with decisions to administer reasonable suspicion alcohol or controlled substances tests;
  - f. Documents generated in connection with decisions on post-accident tests;
  - g. Documents verifying existence of a medical explanation other inability of a covered employee to provide adequate breath or to provide a urine specimen for testing; and
  - h. Consolidated annual calendar year summaries.
2. Records related to an employee's results:
  - a. The City's copy of the alcohol test form, including the results of the test;
  - b. The City's copy of the controlled substances test chain of custody and control form;
  - c. Documents sent by the MRO to the City;
  - d. Documents related to the refusal of any employee to submit to an alcohol or controlled substances test required by this Policy and Procedure; and
  - e. Documents presented by an employee to dispute the result of an alcohol or controlled substances test administered under this Policy and Procedure.
3. Records related to other violations of this Policy and Procedure.

4. Records related to evaluations:
  - a. Records pertaining to a determination by a substance abuse professional concerning an employee's need for assistance; and
  - b. Records concerning an employee's compliance with recommendations of the substance abuse professional.
  
5. Records related to education and training:
  - a. Materials on alcohol misuse and controlled substance use awareness, including a copy of the City's Policy of alcohol misuse and controlled substance use;
  - b. Documentation of compliance with the requirement to establish this Policy and Procedure, including the employee's signed receipt of education materials;
  - c. Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for alcohol and/or controlled substances testing based on reasonable suspicion; and
  - d. Certification that any training conducted under this part complies with the requirements for such training.
  
6. Records related to drug testing:
  - a. Agreements with collection site facilities, laboratories, medical review officers, and consortia;
  - b. Names and positions of officials and their role in the City's alcohol and controlled substances testing program(s);
  - c. Monthly laboratory statistical summaries of urinalysis; and
  - d. The City's drug testing policy and procedures.



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Nominating Representative from the City of Stockton to the Special City Selection Committee for Appointment to the San Joaquin Valley Air Pollution Control District Governing Board

**MEETING DATE:** June 17, 2009

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Adopt resolution nominating Council Member Susan Talamantes Eggman from the city of Stockton to the Special City Selection Committee for appointment to the San Joaquin Valley Air Pollution Control District Governing Board.

**BACKGROUND INFORMATION:** The City Clerk's Office received the attached letter from the San Joaquin Valley Unified Air Pollution Control District requesting that each city within San Joaquin County adopt a resolution nominating a candidate to fill the vacant position on the Governing Board, which must be filled by a council member from the city of Stockton.

According to the letter, only one Stockton City Council member has applied for this position, and it is recommended that Council adopt the attached resolution nominating Stockton Council Member Susan Talamantes Eggman to the Special City Selection Committee for appointment to the District Governing Board.

**FISCAL IMPACT:** N/A

**FUNDING AVAILABLE:** N/A

---

Randi Johl  
City Clerk

RJ/jmr

Attachments

---

APPROVED: \_\_\_\_\_  
Blair King, City Manager



# San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT

RECEIVED

JUN 1 2009

**GOVERNING BOARD**

May 29, 2009

City Clerk  
City of Lodi

**Chris Vierra, Chair**  
Councilmember, City of Ceres

Randi Johl, City Clerk  
P.O. Box 3006  
Lodi, CA 95241-1910

**Tony Barba, Vice Chair**  
Supervisor, Kings County

**RE: APPOINTMENTS TO THE GOVERNING BOARD OF  
THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL  
DISTRICT**

**Judith G. Case**  
Supervisor, Fresno County

**Ronn Dominici**  
Supervisor, Madera County

**Henry Jay Forman, Ph.D.**  
Appointed by Governor

Dear City Clerk:

**Michael G. Nelson**  
Supervisor, Merced County

According to the rotation schedule adopted by the San Joaquin Valley Special City Selection Committee (Committee), there is currently a vacancy on the Air Board that must be filled by a councilmember from the City of Stockton. Pursuant to the Health and Safety Code Section 40600.5, appointments to the Air Board will be made by the Committee. According to the Committee procedures, the next step in the process is for San Joaquin County cities to choose from candidate(s) who have applied for the vacant position.

**William O'Brien**  
Supervisor, Stanislaus County

**Leroy Ornellas**  
Supervisor, San Joaquin County

**John G. Telles, M.D.**  
Appointed by Governor

**Raymond A. Watson**  
Supervisor, Kern County

**J. Steven Worthley**  
Supervisor, Tulare County

Councilmember, Susan Talamantes Eggman, is the only member on the Stockton City Council who has applied for this position.

**Vacant**  
Large City

Your City Council must vote on whether you wish to nominate the above candidate to the Committee for appointment to the Air Board. The vote must take place as an item on your City Council's publicly noticed agenda, and be discussed during your regularly scheduled City Council meeting. Attached is a sample resolution for your consideration. Also attached is a copy of the candidate's application.

**Vacant**  
Large City

**Vacant**  
Small City, Central Region

**Vacant**  
Small City, Southern Region

In order for your city's vote to be counted towards nomination to the Committee, you must return a copy of your City Council Resolution on this matter to the District by June 30, 2009, to the following address:

**Seyed Sadredin**  
Executive Director  
Air Pollution Control Officer

Seyed Sadredin  
Executive Director/APCO  
San Joaquin Valley Unified APCD  
1990 E. Gettysburg Avenue  
Fresno, CA 93726

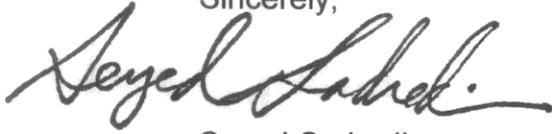
Northern Region Office  
4800 Enterprise Way  
Modesto, CA 95356-8718  
(209) 557-6400 • FAX (209)  
557-6475

Central Region Office  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244  
(559) 230-6000 • FAX (559)  
230-6061

Southern Region Office  
34946 Flyover Court  
Bakersfield, CA 93308-9725  
(661) 392-5500 • FAX (661)  
392-5525

Thank you in advance for your timely action on this matter. If you have any questions, please call me at (559) 230-6036.

Sincerely,

A handwritten signature in black ink, appearing to read "Seyed Sadredin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Seyed Sadredin  
Executive Director/APCO

Attachment:

Sample Resolution (1 Page)  
Candidate Application



**San Joaquin Valley**  
AIR POLLUTION CONTROL DISTRICT

APPLICATION FOR APPOINTMENT AS A CITY REPRESENTATIVE  
ON GOVERNING BOARD OF  
THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

<b>Current Vacancies</b>
<b>Small City From the Northern Region:</b> <i>No current vacancies.</i>
<b>Small City From the Central Region:</b> <i>One representative from a small city within Kings County including cities of Avenal, Corcoran, Hanford and Lemoore.</i>
<b>Small City From the Southern Region:</b> <i>One representative from a small city within Kern County including cities of Arvin, Delano, Maricopa, McFarland, Shafter, Taft and Wasco.</i>
<b>Large Cities:</b> <i>One member each from cities of Stockton and Visalia.</i>

If you are an elected official on the council of one of the cities identified above, you submit an application for appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District.

<b>Applicant Name:</b>	Susan Talamantes Eggman
<b>Residence Address (Must live within the boundaries of the San Joaquin Valley APCD):</b>	1432 N. Columbia Avenue, Stockton, CA 95203
<b>Mailing Address:</b>	421 N. El Dorado Street, Stockton, CA 95202
<b>Telephone:</b> ( 209 ) 937-0558 ( 209 ) 937-8279	Primary Alt.
<b>Email Address:</b>	susan.eggman@ci.stockton.ca.us or
<b>Applicant Signature:</b>	 Date: 4-21-09

Please submit this form along with any other pertinent information (e.g., resume, candidate statement, education, experience) that you desire to be considered to the address below. **Please limit candidate statement to no more than one page.** Please complete this application and return it by **May 15, 2009** to:

Seyed Sadredin  
Air Pollution Control Officer  
San Joaquin Valley APCD  
1990 E. Gettysburg Avenue, Fresno, CA, 93726

### **Councilmember Susan Talamantes Eggman**

Susan Eggman is serving her first term on the Stockton City Council. Susan decided to run for office after the 2004 election cycle, believing change was necessary. Susan strongly believes that social, economic and environmental justice is possible through the political process.

During her first year in office Susan has been a strong advocate of affordable housing, literacy, reducing crime through the engagement of community and most recently a push for the City of Stockton to establish itself as the leader in the Valley for green technology.

Susan is a veteran of the US Army. She received her B.A. in psychology and her Masters in Social Work from California State University (CSU) - Stanislaus. She earned her PhD in Social Work and Social Research from Portland State University.

---

### **Councilmember Eggman serves on the following committees, as appointed by the Mayor:**

- Audit Committee
- Budget/Finance/Economic Development, Alternate Member
- Community Improvement & Crime Prevention
- Community Planning/Development, Chair
- Legislation/Environmental
- Water Committee, Alt Member
- Electricity Committee
- California State University Stockton Center Site Authority
- COS and Manteca Unified School District "2x2" Joint Committee
- COS and Port of Stockton "3x3" Joint Committee
- COS and Stockton Unified School District "3x3" Joint Committee
- San Joaquin Valley Air Pollution Control District City Selection Committee

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
NOMINATING STOCKTON CITY COUNCIL MEMBER  
SUSAN TALAMANTES EGGMAN TO THE SPECIAL  
CITY SELECTION COMMITTEE FOR APPOINTMENT  
TO THE DISTRICT GOVERNING BOARD

=====

WHEREAS, Health and Safety Code Section 40600.5 created a Special City Selection Committee for the appointment of city members of the San Joaquin Valley Air Pollution Control District (District) Governing Board; and

WHEREAS, the Special City Selection Committee has adopted procedures and a rotation schedule for making its appointments, and based upon the adopted rotation schedule a city council member representing a "large" city with a population of 100,000 or more from San Joaquin County shall be appointed to the District Governing Board; and

WHEREAS, in selecting a nominee for appointment by the Special City Selection Committee to the District Governing Board, the City Council considered the application materials from the eligible candidate; and

WHEREAS, the vote to select a nominee took place as an item on the publicly noticed agenda and was discussed during the normal City Council meeting with time for public comment.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby nominate Council Member Susan Talamantes Eggman from the city of Stockton to the Special City Selection Committee for appointment to the District Governing Board.

Dated: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, 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:** Public Hearing to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2009/10, and Ordering the Levy and Collection of Assessments

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Conduct a public hearing to consider resolution adopting the Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2009/10, and ordering the levy and collection of assessments.

**BACKGROUND INFORMATION:** Over the past five years, the City Council has formed a total of 16 zones of the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 (District). There were no annexations in FY 2008/09. 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 attached report, City of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Annual Engineer's Report (Report) Fiscal Year 2009/10.

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. The total assessment for the District for Fiscal Year 2009/10 is \$147,377.60. The assessments range from \$7.53 to \$344.69 per Dwelling Unit Equivalent (DUE). The assessments per DUE vary because the specific improvements maintained in each zone are different. The average assessment per DUE is \$152.15.

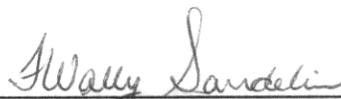
Notice of this public hearing was posted in the *Lodi News Sentinel*. Individual notification to the property owners is not required and, therefore, not sent.

The action requested of the City Council is to approve 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.

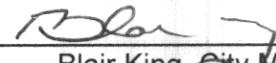
Total District assessment:	\$147,377.60
Assessment range per DUE:	\$7.53 to \$344.69
Average assessment per DUE:	\$152.15

**FUNDING AVAILABLE:** Not applicable.

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Sharon Welch, Senior Civil Engineer  
Attachment  
cc: City Attorney  
Streets & Drainage Manager

Parks and Recreation Director  
NBS

APPROVED:   
\_\_\_\_\_  
Blair King, City Manager



**City of Lodi**  
***Lodi Consolidated***  
***Landscape Maintenance District No. 2003-1***  
**Annual Report**  
**Fiscal Year 2009/10**

*Submitted by*



**Main Office**  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
800.676.7516

**Regional Office**  
870 Market Street, Suite 1223  
San Francisco, CA 94102  
800.434.8349

**CITY OF LODI**  
**221 W. Pine Street**  
**Lodi, California 95240**  
**Phone - (209) 333-6706**  
**Fax - (209) 333-6710**

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**CITY COUNCIL**

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

**CITY STAFF**

Blair King, City Manager  
Jordan Ayers, Deputy City Manager  
Randi Johl, City Clerk  
D. Stephen Schwabauer, City Attorney  
Wally Sandelin, Public Works Director  
Sharon Welch, Senior Civil Engineer

**NBS**

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

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# 1. ENGINEER'S LETTER

**WHEREAS**, on May 20, 2009, 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 2009/10;

**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, 2009 and ending June 30, 2010.

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

DESCRIPTION	AMOUNT
<b>Zone 1 - Total Assessment</b>	<b>\$18,375.68</b>
Dwelling Unit Equivalents	74
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$248.32</b>
<b>Zone 2 - Total Assessment</b>	<b>\$30,198.98</b>
Dwelling Unit Equivalents	133
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$227.06</b>
<b>Zone 3 - Total Assessment</b>	<b>\$8,041.60</b>
Dwelling Unit Equivalents	40
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$201.04</b>
<b>Zone 4 - Total Assessment</b>	<b>\$6,037.04</b>
Dwelling Unit Equivalents	34
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$177.56</b>
<b>Zone 5 - Total Assessment</b>	<b>\$45,304.68</b>
Dwelling Unit Equivalents	223
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$203.16</b>
<b>Zone 6 - Total Assessment</b>	<b>\$27,576.00</b>
Dwelling Unit Equivalents	80
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$344.70</b>
<b>Zone 7 - Total Assessment</b>	<b>\$689.00</b>
Dwelling Unit Equivalents	5
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$137.80</b>
<b>Zone 8 - Total Assessment</b>	<b>\$4,270.74</b>
Dwelling Unit Equivalents	17
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$251.22</b>

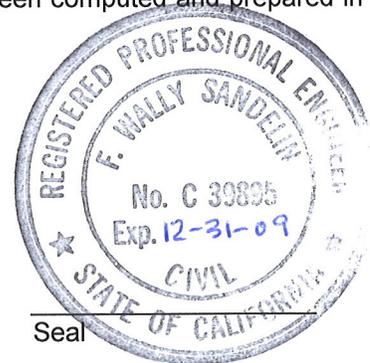
(Continued on next page)

DESCRIPTION	AMOUNT
<b>Zone 9 - Total Assessment</b>	<b>\$1,406.02</b>
Dwelling Unit Equivalents	11
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$127.82</b>
<b>Zone 10 - Total Assessment</b>	<b>\$795.48</b>
Dwelling Unit Equivalents	7
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$113.64</b>
<b>Zone 11 - Total Assessment</b>	<b>\$1,351.70</b>
Dwelling Unit Equivalents	7
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$193.10</b>
<b>Zone 12 - Total Assessment</b>	<b>\$909.12</b>
Dwelling Unit Equivalents	8
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$113.64</b>
<b>Zone 13 - Total Assessment</b>	<b>\$701.06</b>
Dwelling Unit Equivalents	93.10
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$7.53</b>
<b>Zone 14 - Total Assessment</b>	<b>\$976.48</b>
Dwelling Unit Equivalents	17
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$57.44</b>
<b>Zone 15 - Total Assessment</b>	<b>\$630.08</b>
Dwelling Unit Equivalents	38.188
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$16.50</b>
<b>Zone 16 - Total Assessment</b>	<b>\$116.50</b>
Dwelling Unit Equivalents	8.37
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$13.92</b>

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*  
 \_\_\_\_\_  
**Wally Sandelin, P.E., Engineer of Work**

*6/5/09*  
 \_\_\_\_\_  
 Date



## **2. OVERVIEW**

This report describes the District and details the assessments to be levied against the parcels therein for Fiscal Year 2009/10. 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 Assessment Number by the San Joaquin County Assessor. The San Joaquin County Auditor-Controller uses Assessment 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**

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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 San Joaquin 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 San Joaquin 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 San Joaquin 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 San Joaquin 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 San Joaquin County Tax Roll in order to provide continuous funding for the related improvements.

## ***2.2 Effect of Proposition 218***

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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 0.69 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 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 1.24 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 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 40 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 0.32 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 0.720 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 1.31 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 0.06 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 0.75 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 Meadow; the facilities within Zone 7 that will be operated, serviced and maintained are generally described as follows:

- A. Public park land area of 0.05 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 0.15895 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 8 consists of a 15-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 0.10285 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 0.06545 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 0.06545 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 7-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 0.0612 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 93.10 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 0.13005 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 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 38.188 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 assessments require certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Brown Act 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) Five-percent (5.0%); or,
  - (b) The annual increase in the CPI.

Each year the annual increase in the CPI shall be computed. For Fiscal Year 2009/10, the increase in CPI is the percentage difference between the CPI of December 2008 and the CPI for the previous December, as provided and established by the Bureau of Labor Statistics (FY 2009/10 CPI increase is 0.00%). 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 five-percent (5.0%), then the allowable adjustment to the maximum assessment is five-percent. If CPI is greater than five-percent (5.0%), 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.

<b>Example</b>	<b>CPI % Increase</b>	<b>5% Increase</b>	<b>Max % Increase Without Re-Balloting</b>	<b>Prior Year Max Rate Per DUE</b>	<b>Increase Per DUE</b>	<b>New Max Rate Per DUE</b>
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 five-percent (5.0%), 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 five-percent (5.0%), as in Example 2, then the percentage adjustment to the maximum assessment will be five percent (5.0%).

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 XIID 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

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Definitions of maintenance items, words and phrases are shown below:

**Fiscal Year** – One year period of time beginning July 1<sup>st</sup> of a given year and ending June 30<sup>th</sup> 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.

**Reserves/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 10<sup>th</sup> 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 Equivalents** – 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 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$4,011.53
Masonry Block Walls	500.00
Street Trees	1,209.88
Park Maintenance	<u>7,233.40</u>
<b>Total Operation Costs</b>	<b>\$12,954.81</b>
<b>Administration Costs</b>	
Consultant	\$1,855.64
Publication	141.39
City Administration Fee	1,201.06
County Administration Fee	<u>222.00</u>
<b>Total Administration Costs</b>	<b>\$3,420.09</b>
<b>Total Estimated Costs</b>	<b>\$16,374.90</b>
Contribution to Reserves	2,000.00
Rounding Adjustment	<u>0.78</u>
<b>Total Assessment</b>	<b>\$18,375.68</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$38,060.37</i>

#### *Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$2,100.00
Contribution to Landscape Reserve	500.00
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$2,600.00</b>
Wall Reserve – June 30, 2009	\$12,000.00
Contribution to Wall Reserve	1,500.00
<b>Estimated Wall Reserve – June 30, 2010</b>	<b>\$13,500.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$16,100.00</b>

**ZONE 2 – CENTURY MEADOWS ONE, UNIT 2 & 3**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$5,232.64
Masonry Block Walls	500.00
Street Trees	3,149.86
Park Maintenance	<u>13,000.57</u>
<b>Total Operation Costs</b>	<b>\$21,883.07</b>
<b>Administration Costs</b>	
Consultant	\$3,134.51
Publication	254.12
City Administration Fee	2,028.81
County Administration Fee	<u>399.00</u>
<b>Total Administration Costs</b>	<b>\$5,816.44</b>
<b>Total Estimated Costs</b>	<b>\$27,699.51</b>
Contribution to Reserves	2,500.00
Rounding Adjustment	<u>(0.53)</u>
<b>Total Assessment</b>	<b>\$30,198.98</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$51,771.64</i>

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$2,500.00
Contribution to Landscape Reserve	<u>500.00</u>
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$3,000.00</b>
Wall Reserve – June 30, 2009	\$14,000.00
Contribution to Wall Reserve	<u>2,000.00</u>
<b>Estimated Wall Reserve – June 30, 2010</b>	<b>\$16,000.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$19,000.00</b>

**ZONE 3 – MILLSBRIDGE II**

*Fiscal Year 2009/10 Budget*

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$585.91
Street Trees	657.09
Park Maintenance	4,702.00
<b>Total Operation Costs</b>	<b>\$5,945.00</b>
<b>Administration Costs</b>	
Consultant	\$851.56
Publication	76.43
City Administration Fee	551.17
County Administration Fee	117.00
<b>Total Administration Costs</b>	<b>\$1,596.16</b>
<b>Total Estimated Costs</b>	<b>\$7,541.16</b>
Contribution to Reserves	500.00
Rounding Adjustment	0.44
<b>Total Assessment</b>	<b>\$8,041.60</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$15,664.72</i>

*Reserve Information*

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2009	\$1,500.00
Contribution to Landscape Reserve	500.00
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$2,000.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$2,000.00</b>

**ZONE 4 – ALMOND NORTH**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$597.75
Street Trees	438.08
Park Maintenance	<u>3,323.45</u>
<b>Total Operation Costs</b>	<b>\$4,359.28</b>
<b>Administration Costs</b>	
Consultant	\$624.42
Publication	64.96
City Administration Fee	404.15
County Administration Fee	<u>84.00</u>
<b>Total Administration Costs</b>	<b>\$1,177.53</b>
<b>Total Estimated Costs</b>	<b>\$5,536.81</b>
Contribution to Reserves	500.00
Rounding Adjustment	<u>0.23</u>
<b>Total Assessment</b>	<b>\$6,037.04</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$14,015.86</i>

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$1,000.00
Contribution to Landscape Reserve	<u>500.00</u>
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$1,500.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$1,500.00</b>

**ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$8,469.08
Masonry Block Walls	500.00
Street Trees	4,192.86
Park Maintenance	<u>21,797.95</u>
<b>Total Operation Costs</b>	<b>\$34,959.89</b>
<b>Administration Costs</b>	
Consultant	\$5,007.62
Publication	426.08
City Administration Fee	3,241.18
County Administration Fee	<u>669.00</u>
<b>Total Administration Costs</b>	<b>\$9,343.88</b>
<b>Total Estimated Costs</b>	<b>\$44,303.77</b>
Contribution to Reserves	1,000.00
Rounding Adjustment	0.91
<b>Total Assessment</b>	<b>\$45,304.68</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	\$65,460.48

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$2,700.00
Contribution to Landscape Reserve	<u>500.00</u>
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$3,200.00</b>
Wall Reserve – June 30, 2009	\$6,500.00
Contribution to Wall Reserve	<u>500.00</u>
<b>Estimated Wall Reserve – June 30, 2010</b>	<b>\$7,000.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$10,200.00</b>

**ZONE 6 – THE VILLAS**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$10,111.43
Masonry Block Walls	800.00
Street Trees	834.40
Park Maintenance	<u>7,819.89</u>
<b>Total Operation Costs</b>	<b>\$19,565.72</b>
<b>Administration Costs</b>	
Consultant	\$2,802.58
Publication	152.85
City Administration Fee	1,813.97
County Administration Fee	<u>240.00</u>
<b>Total Administration Costs</b>	<b>\$5,009.40</b>
<b>Total Estimated Costs</b>	<b>\$24,575.12</b>
Contribution to Reserves	3,000.00
Rounding Adjustment	0.88
<b>Total Assessment</b>	<b>\$27,576.00</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$53,501.72</i>

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$2,800.00
Contribution to Landscape Reserve	<u>1,000.00</u>
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$3,800.00</b>
Wall Reserve – June 30, 2009	\$12,100.00
Contribution to Wall Reserve	<u>2,000.00</u>
<b>Estimated Wall Reserve – June 30, 2010</b>	<b>\$14,100.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$17,900.00</b>

**ZONE 7 – WOODLAKE MEADOWS**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$48.87
Park Maintenance	488.74
<b>Total Operation Costs</b>	<b>\$537.61</b>
<b>Administration Costs</b>	
Consultant	\$77.01
Publication	9.55
City Administration Fee	49.84
County Administration Fee	15.00
<b>Total Administration Costs</b>	<b>\$151.40</b>
<b>Total Estimated Costs</b>	<b>\$689.01</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.01)
<b>Total Assessment</b>	<b>\$689.00</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$1,103.97</i>

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$0.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$0.00</b>

**ZONE 8 – VINTAGE OAKS**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$1,045.75
Masonry Block Walls	300.00
Street Trees	239.89
Park Maintenance	<u>1,359.59</u>
<b>Total Operation Costs</b>	<b>\$2,945.23</b>
<b>Administration Costs</b>	
Consultant	\$421.87
Publication	32.48
City Administration Fee	273.06
County Administration Fee	48.00
<b>Total Administration Costs</b>	<b>\$775.41</b>
<b>Total Estimated Costs</b>	<b>\$3,720.64</b>
Contribution to Reserves	550.00
Rounding Adjustment	0.10
<b>Total Assessment</b>	<b>\$4,270.74</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	\$8,200.62

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$1,790.00
Contribution to Landscape Reserve	<u>300.00</u>
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$2,090.00</b>
Wall Reserve – June 30, 2009	\$1,385.00
Contribution to Wall Reserve	<u>250.00</u>
<b>Estimated Wall Reserve – June 30, 2010</b>	<b>\$1,635.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$3,725.00</b>

**ZONE 9 – INTERLAKE SQUARE**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$99.45
Street Trees	114.73
Park Maintenance	879.74
<b>Total Operation Costs</b>	<b>\$1,093.92</b>
<b>Administration Costs</b>	
Consultant	\$156.69
Publication	21.02
City Administration Fee	101.42
County Administration Fee	33.00
<b>Total Administration Costs</b>	<b>\$312.13</b>
<b>Total Estimated Costs</b>	<b>\$1,406.05</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.03)
<b>Total Assessment</b>	<b>\$1,406.02</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$2,525.94</i>

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$0.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$0.00</b>

**ZONE 10 – LAKESHORE PROPERTIES**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$55.98
Park Maintenance	559.83
<b>Total Operation Costs</b>	<b>\$615.81</b>
<b>Administration Costs</b>	
Consultant	\$88.21
Publication	13.37
City Administration Fee	57.09
County Administration Fee	21.00
<b>Total Administration Costs</b>	<b>\$179.67</b>
<b>Total Estimated Costs</b>	<b>\$795.48</b>
Contribution to Reserves	0.00
Rounding Adjustment	0.00
<b>Total Assessment</b>	<b>\$795.48</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$1,349.79</i>

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$0.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$0.00</b>

**ZONE 11 – TATE PROPERTY**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$368.36
Masonry Block Walls	100.00
Street Trees	52.15
Park Maintenance	<u>559.83</u>
<b>Total Operation Costs</b>	<b>\$1,080.34</b>
<b>Administration Costs</b>	
Consultant	\$154.75
Publication	13.37
City Administration Fee	100.16
County Administration Fee	<u>3.00</u>
<b>Total Administration Costs</b>	<b>\$271.28</b>
<b>Total Estimated Costs</b>	<b>\$1,351.62</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>0.08</u>
<b>Total Assessment</b>	<b>\$1,351.70</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	\$2,006.16

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$39.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$39.00</b>
Wall Reserve – June 30, 2009	\$98.00
Contribution to Wall Reserve	<u>0.00</u>
<b>Estimated Wall Reserve – June 30, 2010</b>	<b>\$98.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$137.00</b>

**ZONE 12 – WINCHESTER WOODS**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$63.98
Park Maintenance	639.81
<b>Total Operation Costs</b>	<b>\$703.79</b>
<b>Administration Costs</b>	
Consultant	\$100.81
Publication	15.29
City Administration Fee	65.25
County Administration Fee	24.00
<b>Total Administration Costs</b>	<b>\$205.35</b>
<b>Total Estimated Costs</b>	<b>\$909.14</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.02)
<b>Total Assessment</b>	<b>\$909.12</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$1,354.42</i>

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$0.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$0.00</b>

**ZONE 13 – GUILD AVENUE INDUSTRIAL**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$345.78
Street Sweeping	17.85
<b>Total Operation Costs</b>	<b>\$363.63</b>
<b>Administration Costs</b>	
Consultant	\$52.09
Publication	177.88
City Administration Fee	33.71
County Administration Fee	24.00
<b>Total Administration Costs</b>	<b>\$287.68</b>
<b>Total Estimated Costs</b>	<b>\$651.31</b>
Contribution to Reserves	50.00
Rounding Adjustment	(0.25)
<b>Total Assessment</b>	<b>\$701.06</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$10,040.47</i>

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$98.00
Contribution to Landscape Reserve	50.00
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$148.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$148.00</b>

**ZONE 14 – LUCA PLACE**

***Fiscal Year 2009/10 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$356.90
<b>Total Operation Costs</b>	<b>\$356.90</b>
<b>Administration Costs</b>	
Consultant	\$51.12
Publication	32.48
City Administration Fee	33.09
County Administration Fee	3.00
<b>Total Administration Costs</b>	<b>\$119.69</b>
<b>Total Estimated Costs</b>	<b>\$476.59</b>
Contribution to Reserves	500.00
Rounding Adjustment	(0.11)
<b>Total Assessment</b>	<b>\$976.48</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$5,246.85</i>

***Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2009	\$500.00
Contribution to Landscape Reserve	500.00
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$1,000.00</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$1,000.00</b>

**ZONE 15 – GUILD AVENUE INDUSTRIAL**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$417.77
Street Sweeping	7.32
<b>Total Operation Costs</b>	<b>\$425.09</b>
<b>Administration Costs</b>	
Consultant	\$60.89
Publication	72.96
City Administration Fee	39.41
County Administration Fee	12.00
<b>Total Administration Costs</b>	<b>\$185.26</b>
<b>Total Estimated Costs</b>	<b>\$610.35</b>
Contribution to Reserves	19.60
Rounding Adjustment	0.13
<b>Total Assessment</b>	<b>\$630.08</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$3,905.03</i>

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$19.00
Contribution to Landscape Reserve	19.60
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$38.60</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$38.60</b>

**ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL**

*Fiscal Year 2009/10 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$71.50
<b>Total Operation Costs</b>	<b>\$71.50</b>
<b>Administration Costs</b>	
Consultant	\$10.24
Publication	15.99
City Administration Fee	6.63
County Administration Fee	6.00
<b>Total Administration Costs</b>	<b>\$38.86</b>
<b>Total Estimated Costs</b>	<b>\$110.36</b>
Contribution to Reserves	6.19
Rounding Adjustment	(0.05)
<b>Total Assessment</b>	<b>\$116.50</b>
<i>Fiscal Year 2009/10 Maximum Assessment</i>	<i>\$327.10</i>

*Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2009	\$6.00
Contribution to Landscape Reserve	6.19
<b>Estimated Landscape Reserve – June 30, 2010</b>	<b>\$12.19</b>
<b>Total Estimated Reserve – June 30, 2010</b>	<b>\$12.19</b>

## **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.

When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County. OCT 16 2003  
GARY W. FREEMAN Assessor-Recorder-Co. Clerk  
By *[Signature]* Deputy

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 20<sup>th</sup>  
DAY OF *[Signature]* 2003.

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 16<sup>th</sup>  
DAY OF *[Signature]* 2003.

*[Signature]*  
SUPERINTENDENT OF STREETS  
OF THE CITY OF LODI

FILED THIS 16<sup>th</sup> DAY OF October 2003 AT THE HOUR  
OF 10:20 O'CLOCK A.M. IN BOOK 5 PAGE 16  
OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

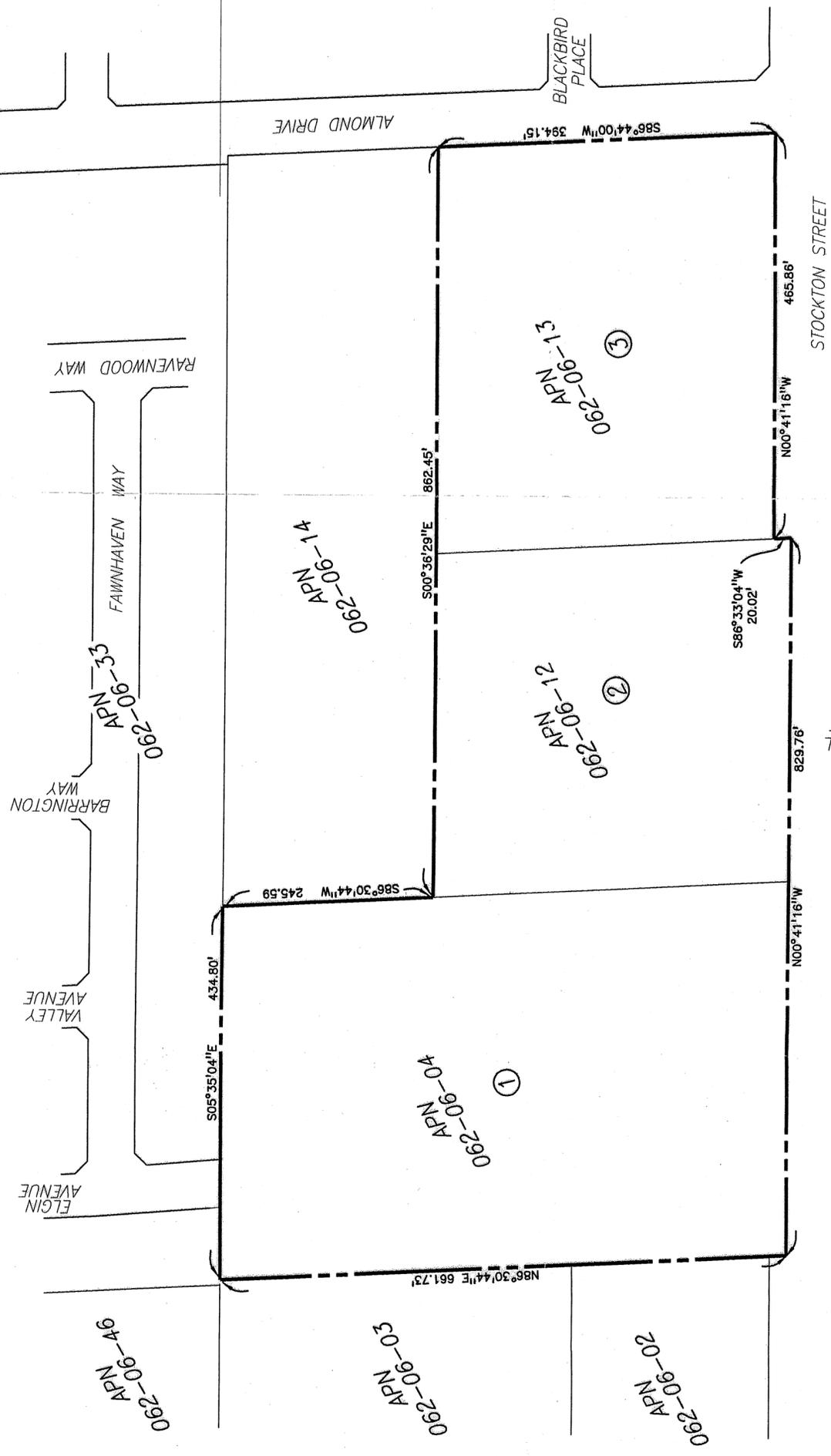
*[Signature]*  
GARY W. FREEMAN  
ASSASSOR-RECORDER-COUNTY CLERK  
OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,  
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA ON THE PIECES AND PARCELS  
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED  
ON THE 15<sup>th</sup> DAY OF October 2003. THE ASSESSMENT DIAGRAM AND THE  
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT  
OF STREETS OF THE CITY ON THE 16<sup>th</sup> DAY OF October 2003.  
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 OF THIS ASSESSMENT DIAGRAM.

*[Signature]*  
CITY CLERK OF THE CITY OF LODI

**THOMPSON-HYSELL**  
**ENGINEERS**  
A DIVISION OF THE KEITH COMPANIES, INC.  
1016 12TH STREET, MODESTO, CA 95354 (209) 571-8888

SCALE 1" = 100'



**LEGEND:**

- ASSESSMENT DISTRICT BOUNDARY LINE
- ASSESSMENT DISTRICT PARCEL NUMBER

**ASSESSMENT DIAGRAM INDEX**

BOOK	PAGE	PARCELS
062	060	4, 12, 13

**NOTES:**

- 1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
- 2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
- 3. THIS ASSESSMENT DISTRICT CONTAINS 13.46 ACRES.

DOC # 2003-239328  
10/16/2003 10:26 AM Fee:7.00  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN Clerk  
Assessor-Recorder  
PAID BY CHECK ON DOCUMENT



5-1d

**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

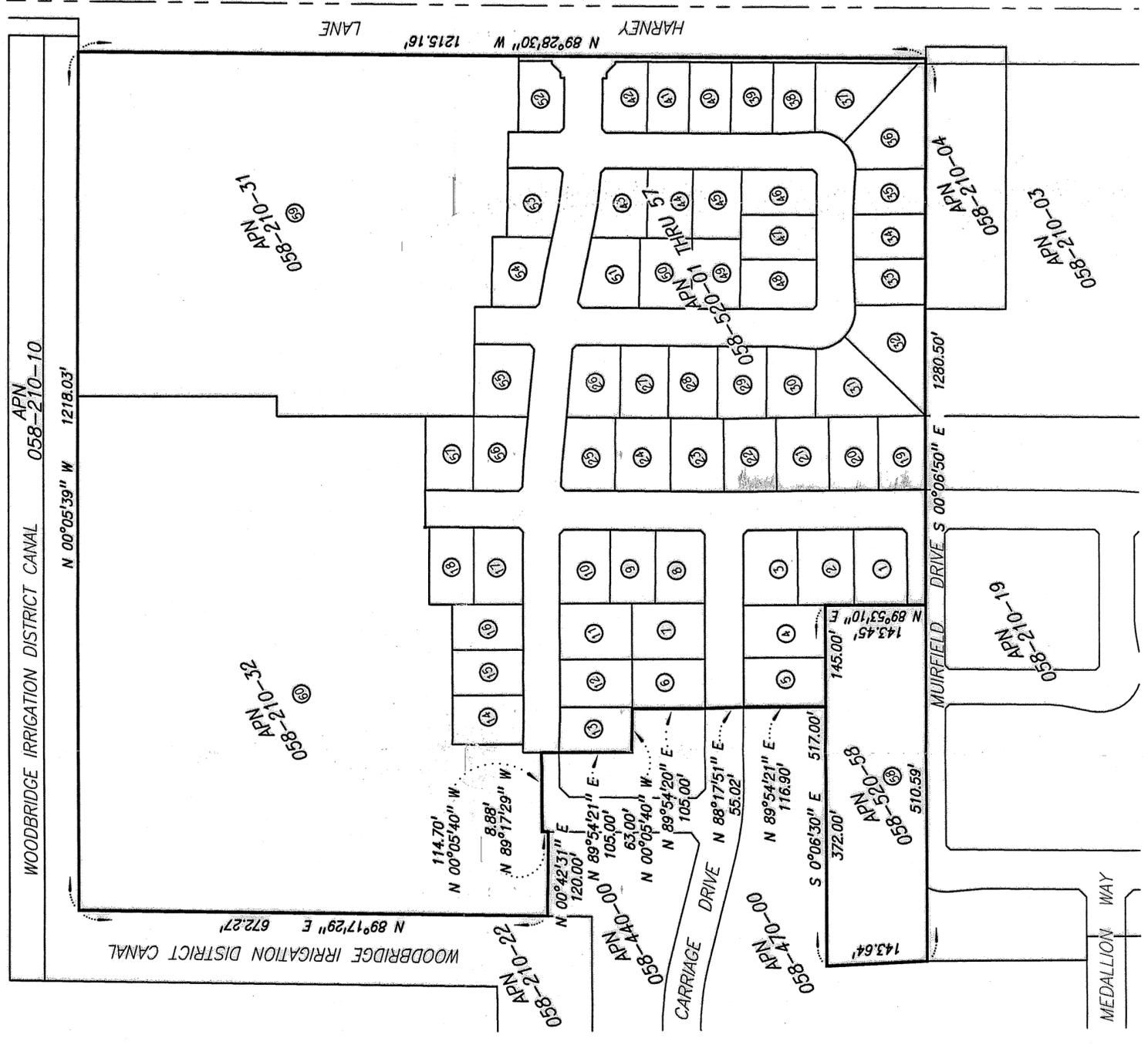
When embossed, and printed in purple ink, this is certified to  
 be a true copy of records of San Joaquin County.  
 GARY W. FREEMAN, Assessor-Recorder-Co. Clerk  
 JAN 22 2004  
 By *[Signature]* Deputy

**LEGEND:**  
 ASSESSMENT DISTRICT BOUNDARY LINE  
 ASSESSMENT DISTRICT PARCEL NUMBER

**ASSESSMENT DIAGRAM INDEX**

BOOK	PAGE	PARCELS
058	210	31, 32
058	520	1-58

**NOTES:**  
 1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN  
 THE CITY OF LODI AND WITHIN THE DESIGNATED  
 ASSESSOR'S PARCELS.  
 2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION  
 AND IS NOT THE RESULT OF A FIELD SURVEY.  
 3. THIS ASSESSMENT DISTRICT CONTAINS 31.64 ACRES.



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21<sup>st</sup>  
 DAY OF JANUARY 2004.

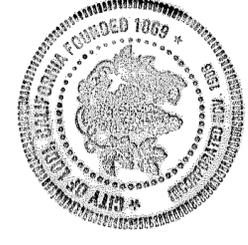
*[Signature]*  
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 21<sup>st</sup>  
 DAY OF JANUARY 2004.

*[Signature]*  
 SUPERINTENDENT OF STREETS  
 OF THE CITY OF LODI

FILED THIS 22 DAY OF JANUARY 2004 AT THE HOUR  
 OF 3:40 O'CLOCK P.M. IN BOOK 5 PAGE 12  
 MAP OF 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



DOC # 2004-013613  
 01/22/2004 03:20P Fee:7.00  
 Page 1 of 1  
 Recorded in Official Records  
 County of San Joaquin  
 Assessor-Recorder-Clerk  
 Paid by SHGUN ON DOCUMENT

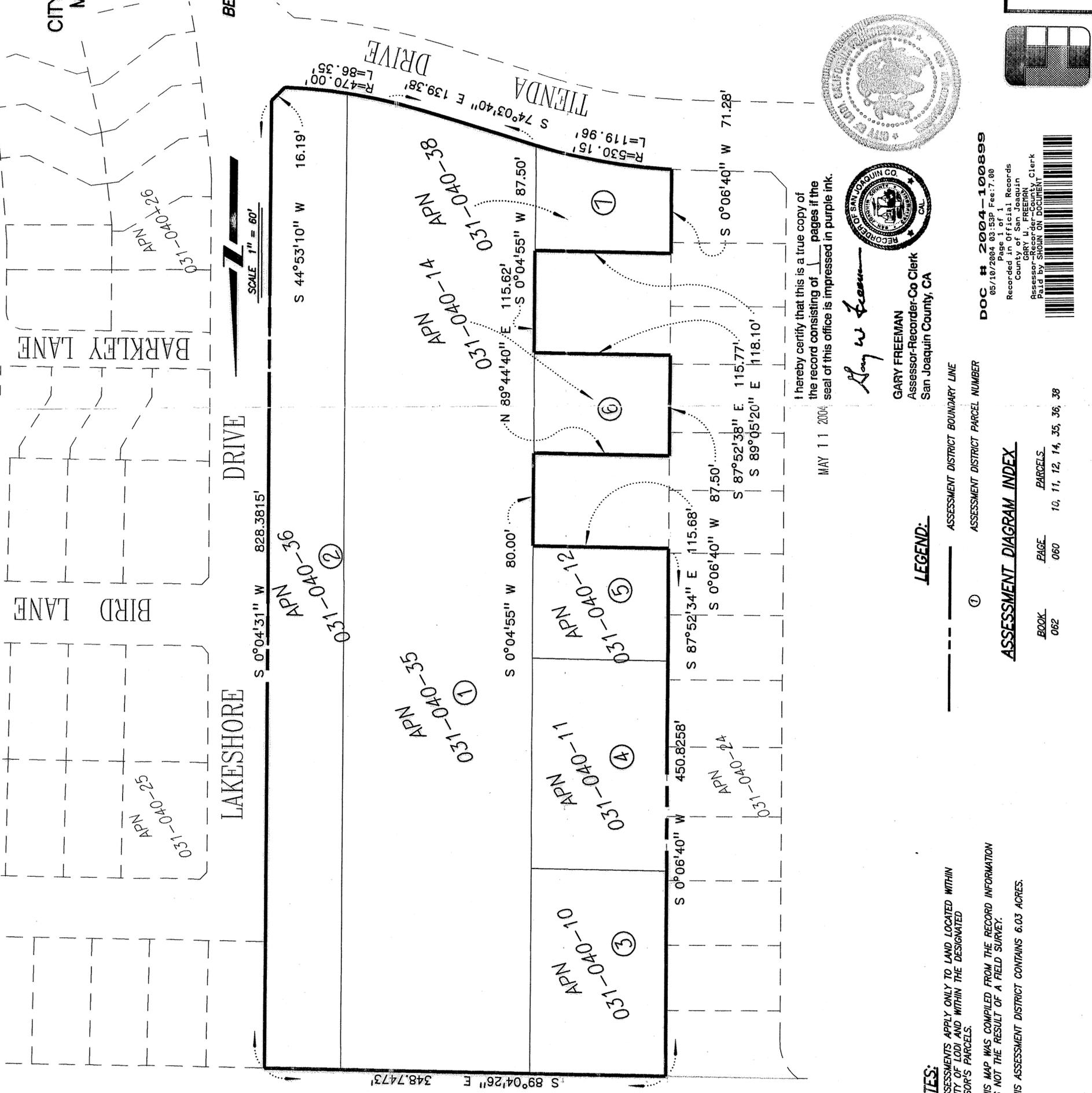
*[Signature]*  
 CITY CLERK OF THE CITY OF LODI



**THOMPSON-HYSELL**  
**ENGINEERS**  
 A MEMBER OF THE BERRY COMPANY, INC.  
 1016 12TH STREET, MCKESHA, CA 95354 (209) 821-6986

ASSESSMENT DIAGRAM, ZONE 3  
 MILLSBRIDGE II  
 CITY OF LODI CONSOLIDATED LANDSCAPE  
 MAINTENANCE ASSESSMENT DISTRICT  
 NO. 2003-1 CITY OF LODI,  
 SAN JOAQUIN COUNTY  
 STATE OF CALIFORNIA

BEING THE SOUTHWEST QUARTER OF SECTION 11,  
 T.3 N., R. 6 E., M. D. B. & M.,  
 CITY OF LODI,  
 SAN JOAQUIN COUNTY, CALIFORNIA.



WOODBRIDGE IRRIGATION DISTRICT CANAL

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 17<sup>th</sup> DAY OF MARCH 2004.

*Shawn A. Blount*  
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 6<sup>th</sup> DAY OF MAY 2004.

*Richard*  
 SUPERINTENDENT OF STREETS OF THE CITY OF LODI

FILED THIS 10<sup>th</sup> DAY OF MAY 2004 AT THE HOUR OF 3:50 P.M. IN BOOK 52 OF MAPS 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*  
 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 PIECES AND PARCELS OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED ON THE 5<sup>th</sup> DAY OF MAY, 2004. THE ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF LODI ON THE 6<sup>th</sup> DAY OF MAY, 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 OF THIS ASSESSMENT DIAGRAM.

*Shawn A. Blount*  
 CITY CLERK OF THE CITY OF LODI

SCALE 1" = 60'

LEGEND:  
 --- ASSESSMENT DISTRICT BOUNDARY LINE  
 ① ASSESSMENT DISTRICT PARCEL NUMBER

NOTES:  
 1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.  
 2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.  
 3. THIS ASSESSMENT DISTRICT CONTAINS 6.03 ACRES.

EXHIBIT C  
 SHEET 1 OF 1

**THOMPSON-HYSELL ENGINEERS**  
 A DIVISION OF THE KETH COMPANIES, INC.  
 1016 12TH STREET, MODESTO, CA 95354 (209) 521-6986

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WOODBRIDGE IRRIGATION DISTRICT CANAL

LAKESHORE DRIVE

BIRD LANE

BARKLEY LANE

TRENDA DRIVE

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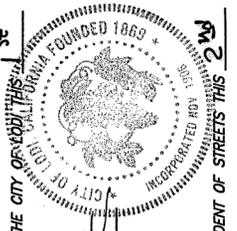
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 APN 031-040-28

APN 031-040-20  
 APN 031-040-24  
 APN 031-040-26  
 APN 031-040-28  
 APN 031-040-30



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 15<sup>th</sup> DAY OF SEPTEMBER 2004.  
  
 Susan Y. Blachut  
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 2<sup>nd</sup> DAY OF SEPTEMBER 2004.  
  
 Richard Dyer  
 SUPERINTENDENT OF STREETS OF THE CITY OF LODI

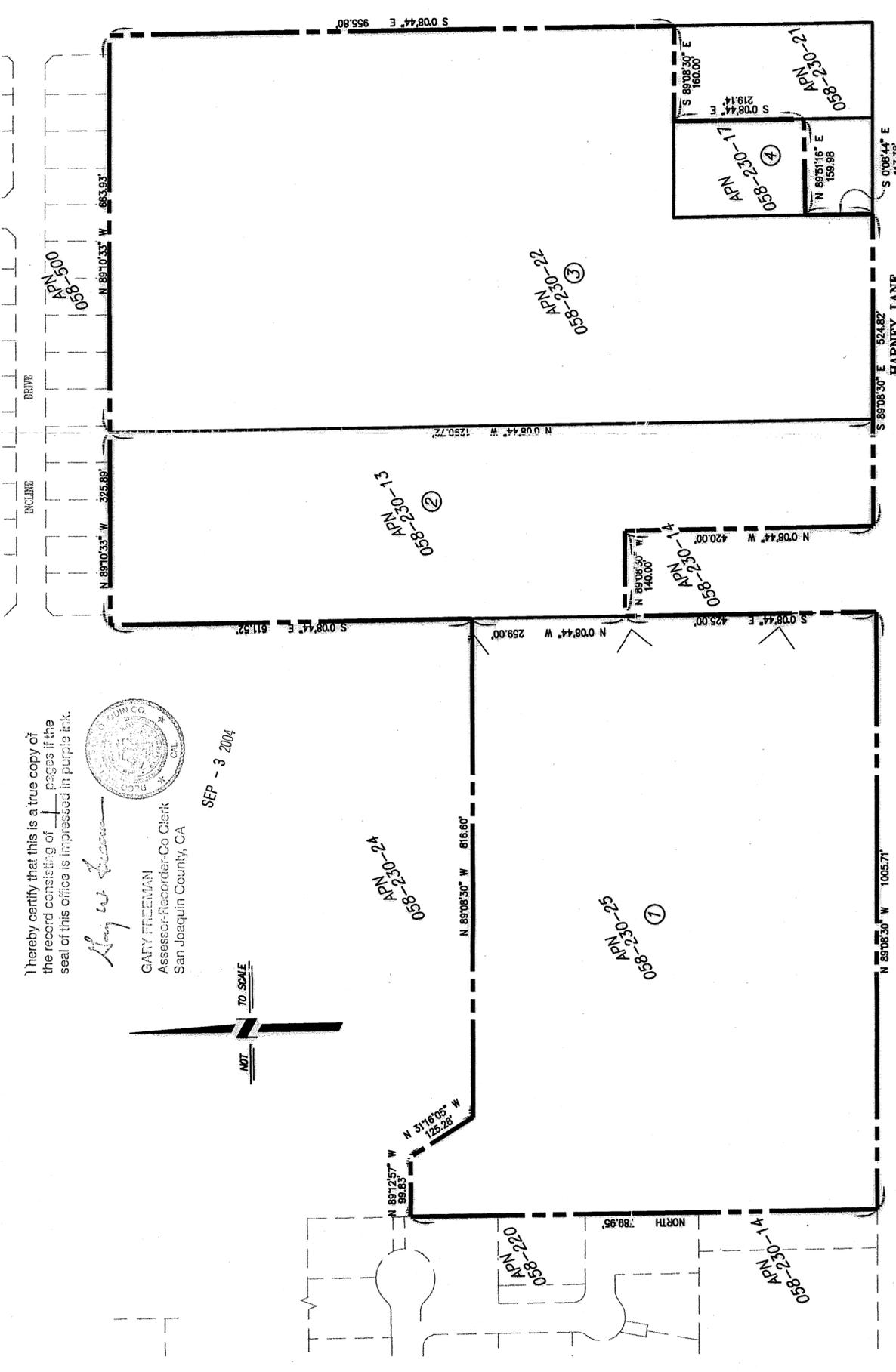
FILED THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2004 AT THE HOUR OF 3:30 O'CLOCK P.M. IN BOOK PAGE 58 OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.  
 Gary W. Freeman by  
 Assessor-Recorder-COUNTY CLERK  
 OF SAN JOAQUIN COUNTY, CALIFORNIA  
 JEANETTE DAVIS

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED ON THE 1<sup>st</sup> DAY OF SEPTEMBER 2004. THE ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF LODI ON THE 2<sup>nd</sup> DAY OF SEPTEMBER 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 OF THIS ASSESSMENT DIAGRAM.

  
 Susan Y. Blachut  
 CITY CLERK OF THE CITY OF LODI

  
**THOMPSON-HYSELL  
 ENGINEERS**  
 A DIVISION OF THE LUTTA COMPANY, INC.  
 1016 127th STREET, MOORESTOWN, CA 95354 (209) 321-6886

SHEET 1 OF 1



**LEGEND:**

- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

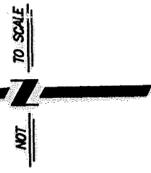
**ASSESSMENT DIAGRAM INDEX**

BOOK	PAGE	PARCELS
058	230	13, 17 (PORTION), 22, 25

I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.

  
 GARY FREEMAN  
 Assessor-Recorder-Co Clerk  
 San Joaquin County, CA

SEP - 3 2004



DOC # 2004-200733  
 08/03/2004 02:39P Fee:7.00  
 Page 1 of 1  
 Recorded in Official Records  
 County of San Joaquin  
 County of San Joaquin  
 Assessor-Recorder-COUNTY CLERK  
 Paid by INDIVIDUAL ON DOCUMENT



**NOTES:**

1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
3. THIS ASSESSMENT DISTRICT CONTAINS 42.80 ACRES.



DOC # 2004-290282

12/20/2004 02:15:18, Fee: 7.00  
Recorded in Official Records  
County of San Joaquin  
Assessor-Recorder-Clerk  
GARY L. FREEMAN  
1515 W. ANTONIO ST. STOCKTON, CA 95210



**LEGEND**

--- (1) --- ASSESSMENT DISTRICT BOUNDARY LINE  
--- (1) --- ASSESSMENT DISTRICT PARCEL NUMBER

**ASSESSMENT DIAGRAM INDEX**

BOOK	PAGE	PARCELS
015	230	09

**NOTES:**

- ASSESSMENTS APPLY ONCE 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 1.0 ACRE.



GARY FREEMAN  
Assessor-Recorder-Clerk  
San Joaquin County, CA

I hereby certify that this is a true copy of the record consisting of 1 page if the seal of this office is impressed in purple ink.

SCALE  
1" = 30'



**THOMPSON-HYSELL ENGINEERS**

1016 12th STREET MODESTO, CALIFORNIA  
OCTOBER, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 15 DAY OF DECEMBER, 2004.

*Sharon S. Blecht*  
CITY CLERK OF THE CITY OF LODI

APN 015-230-09  
①

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 16 DAY OF DECEMBER, 2004.

*Sharon S. Blecht*  
SUPERINTENDENT OF STREETS  
OF THE CITY OF LODI

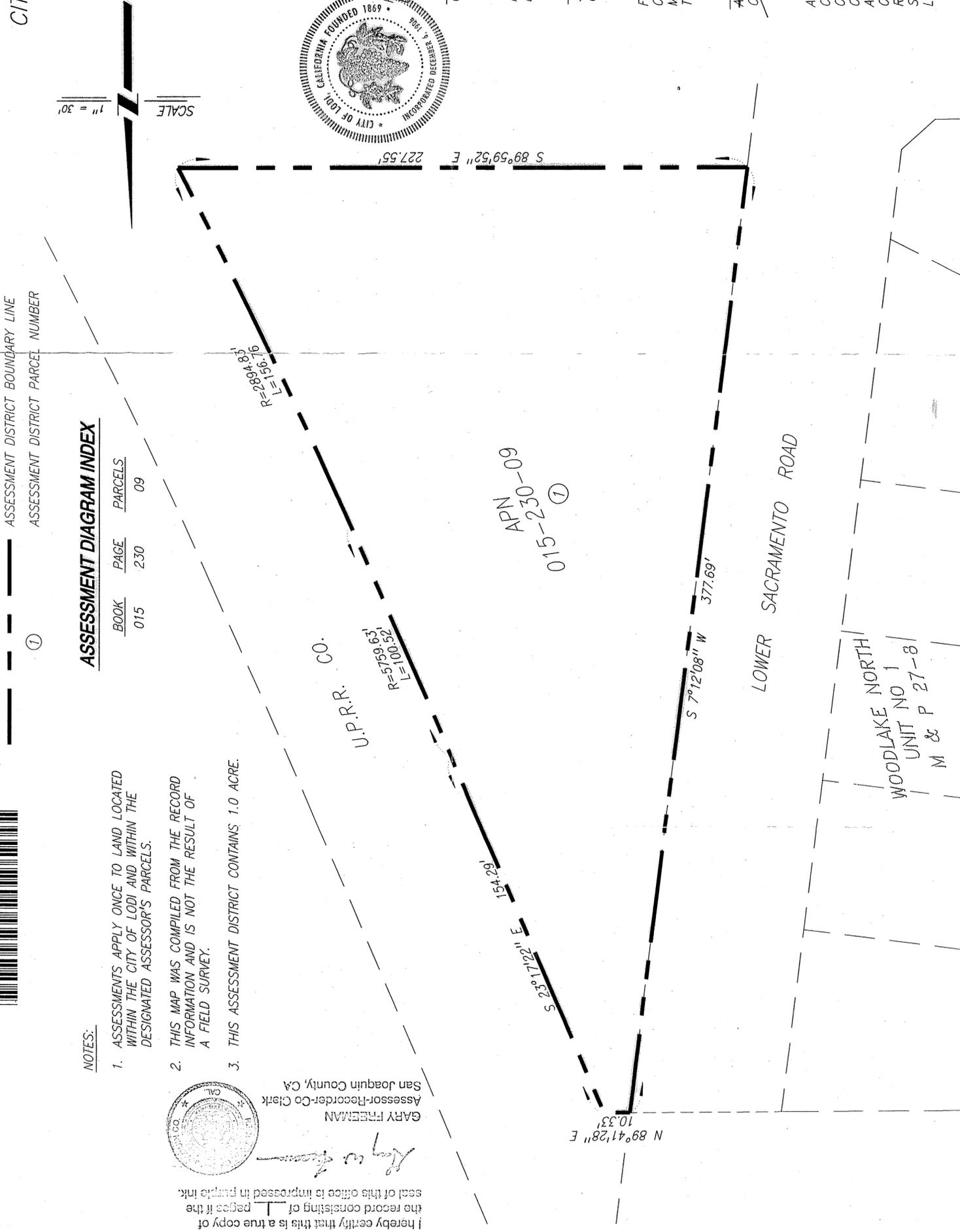
FILED THIS 20<sup>th</sup> DAY OF DECEMBER, 2004 AT THE HOUR OF 2:13 O'CLOCK P.M. IN BOOK PAGE 41 OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Seannette A. Davis*  
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 PIECES AND PARCELS OF LAND SHOWN OF THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED ON THE 15 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 OF THIS ASSESSMENT DIAGRAM.

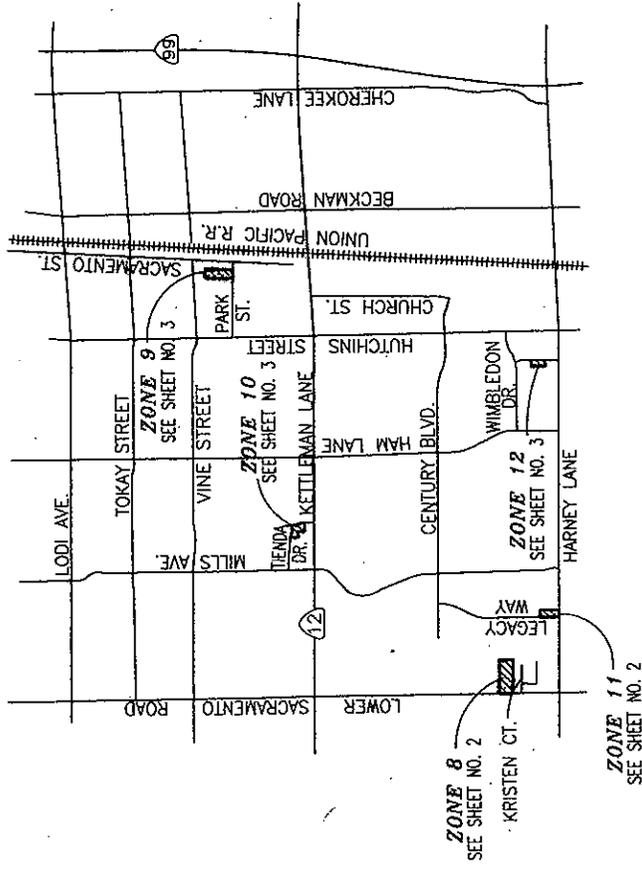


*Sharon S. Blecht*  
CITY CLERK OF THE CITY OF LODI



# 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 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 THEREOF HELD ON THE 15 DAY OF NOVEMBER, 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 88 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

FILED THIS 19 DAY OF MAY, 2006, AT THE HOUR OF 10:50 O'CLOCK A.M., IN BOOK 5 AT PAGE 88 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.  
*Megan W. Sherman, Esq.*  
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

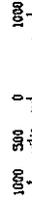
\_\_\_\_\_ ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY

DOC # 2005-287277  
11/29/2005 10:50 AM Fee: 0.00

Recorded in Official Records  
County of San Joaquin  
Recorder's Office  
Megan W. Sherman, Esq., Clerk  
1111 N. G Street, Lodi, CA 95240



GRAPHIC SCALE



SCALE: 1" = 1000'



# NBS

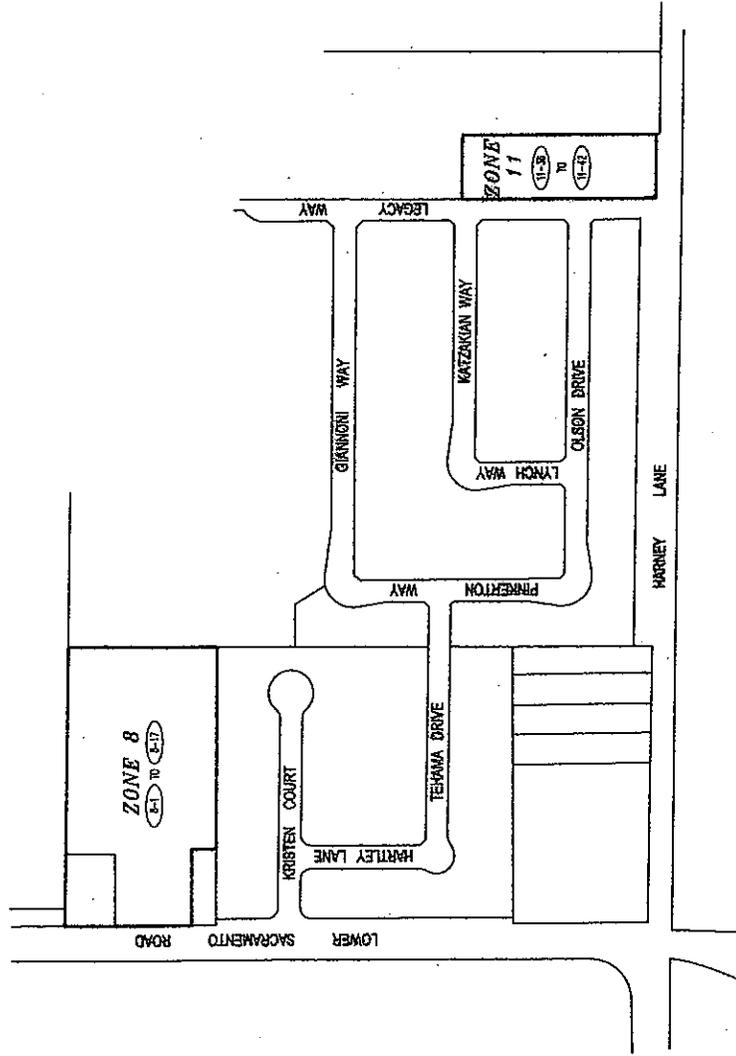
37006 Highway 78 South, Suite 100  
Fresno, CA 95292

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



Zone	Assessment Number	ASSESSMENT ID	APN
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
8	8-23	POR. OF	088-230-03
8	8-24	POR. OF	088-230-03
8	8-25	POR. OF	088-230-03
8	8-26	POR. OF	088-230-03
8	8-27	POR. OF	088-230-03
8	8-28	POR. OF	088-230-03
8	8-29	POR. OF	088-230-03
8	8-30	POR. OF	088-230-03
8	8-31	POR. OF	088-230-03
8	8-32	POR. OF	088-230-03
8	8-33	POR. OF	088-230-03
8	8-34	POR. OF	088-230-03
8	8-35	POR. OF	088-230-03
8	8-36	POR. OF	088-230-03
8	8-37	POR. OF	088-230-03
8	8-38	POR. OF	088-230-03
8	8-39	POR. OF	088-230-03
8	8-40	POR. OF	088-230-03
8	8-41	POR. OF	088-230-03
8	8-42	POR. OF	088-230-03
8	8-43	POR. OF	088-230-03
8	8-44	POR. OF	088-230-03
8	8-45	POR. OF	088-230-03
8	8-46	POR. OF	088-230-03
8	8-47	POR. OF	088-230-03
8	8-48	POR. OF	088-230-03
8	8-49	POR. OF	088-230-03
8	8-50	POR. OF	088-230-03
8	8-51	POR. OF	088-230-03
8	8-52	POR. OF	088-230-03
8	8-53	POR. OF	088-230-03
8	8-54	POR. OF	088-230-03
8	8-55	POR. OF	088-230-03
8	8-56	POR. OF	088-230-03
8	8-57	POR. OF	088-230-03
8	8-58	POR. OF	088-230-03
8	8-59	POR. OF	088-230-03
8	8-60	POR. OF	088-230-03
8	8-61	POR. OF	088-230-03
8	8-62	POR. OF	088-230-03
8	8-63	POR. OF	088-230-03
8	8-64	POR. OF	088-230-03
8	8-65	POR. OF	088-230-03
8	8-66	POR. OF	088-230-03
8	8-67	POR. OF	088-230-03
8	8-68	POR. OF	088-230-03
8	8-69	POR. OF	088-230-03
8	8-70	POR. OF	088-230-03
8	8-71	POR. OF	088-230-03
8	8-72	POR. OF	088-230-03
8	8-73	POR. OF	088-230-03
8	8-74	POR. OF	088-230-03
8	8-75	POR. OF	088-230-03
8	8-76	POR. OF	088-230-03
8	8-77	POR. OF	088-230-03
8	8-78	POR. OF	088-230-03
8	8-79	POR. OF	088-230-03
8	8-80	POR. OF	088-230-03
8	8-81	POR. OF	088-230-03
8	8-82	POR. OF	088-230-03
8	8-83	POR. OF	088-230-03
8	8-84	POR. OF	088-230-03
8	8-85	POR. OF	088-230-03
8	8-86	POR. OF	088-230-03
8	8-87	POR. OF	088-230-03
8	8-88	POR. OF	088-230-03
8	8-89	POR. OF	088-230-03
8	8-90	POR. OF	088-230-03
8	8-91	POR. OF	088-230-03
8	8-92	POR. OF	088-230-03
8	8-93	POR. OF	088-230-03
8	8-94	POR. OF	088-230-03
8	8-95	POR. OF	088-230-03
8	8-96	POR. OF	088-230-03
8	8-97	POR. OF	088-230-03
8	8-98	POR. OF	088-230-03
8	8-99	POR. OF	088-230-03
8	8-100	POR. OF	088-230-03



LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER



**NBS**

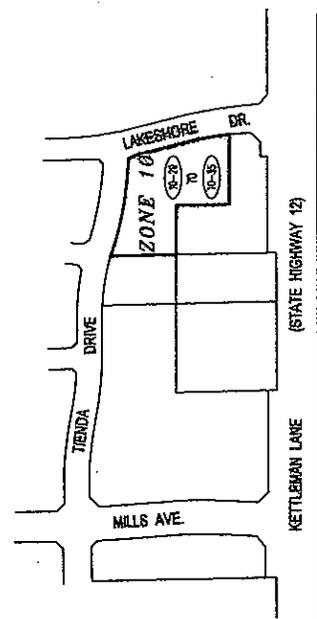
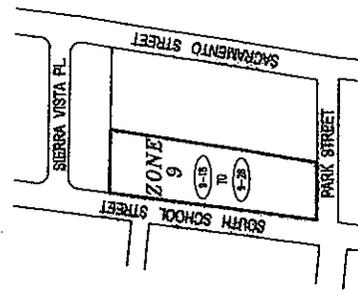
32805 Highway 79 South, Suite 100  
 Hanford, CA 93232  
 Local Government Solutions

5-78A

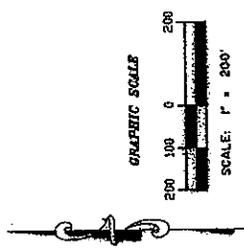
5-78B

# 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 06 044 268 07
9	9-19	PAR 06 044 268 07
9	9-20	PAR 06 044 268 07
9	9-21	PAR 06 044 268 07
9	9-22	PAR 06 044 268 07
9	9-23	PAR 06 044 268 07
9	9-24	PAR 06 044 268 07
9	9-25	PAR 06 044 268 07
9	9-26	PAR 06 044 268 07
9	9-27	PAR 06 044 268 07
9	9-28	PAR 06 044 268 07
9	9-29	PAR 06 044 268 07
9	9-30	PAR 06 044 268 07
10	10-1	PAR 06 044 268 07
10	10-2	PAR 06 044 268 07
10	10-3	PAR 06 044 268 07
10	10-4	PAR 06 044 268 07
10	10-5	PAR 06 044 268 07
10	10-6	PAR 06 044 268 07
10	10-7	PAR 06 044 268 07
10	10-8	PAR 06 044 268 07
10	10-9	PAR 06 044 268 07
10	10-10	PAR 06 044 268 07
10	10-11	PAR 06 044 268 07
10	10-12	PAR 06 044 268 07
10	10-13	PAR 06 044 268 07
10	10-14	PAR 06 044 268 07
10	10-15	PAR 06 044 268 07
10	10-16	PAR 06 044 268 07
10	10-17	PAR 06 044 268 07
10	10-18	PAR 06 044 268 07
10	10-19	PAR 06 044 268 07
10	10-20	PAR 06 044 268 07
10	10-21	PAR 06 044 268 07
10	10-22	PAR 06 044 268 07
10	10-23	PAR 06 044 268 07
10	10-24	PAR 06 044 268 07
10	10-25	PAR 06 044 268 07
10	10-26	PAR 06 044 268 07
10	10-27	PAR 06 044 268 07
10	10-28	PAR 06 044 268 07
10	10-29	PAR 06 044 268 07
10	10-30	PAR 06 044 268 07
12	12-1	PAR 06 044 268 07
12	12-2	PAR 06 044 268 07
12	12-3	PAR 06 044 268 07
12	12-4	PAR 06 044 268 07
12	12-5	PAR 06 044 268 07
12	12-6	PAR 06 044 268 07
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12	12-13	PAR 06 044 268 07
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12	12-16	PAR 06 044 268 07
12	12-17	PAR 06 044 268 07
12	12-18	PAR 06 044 268 07
12	12-19	PAR 06 044 268 07
12	12-20	PAR 06 044 268 07
12	12-21	PAR 06 044 268 07
12	12-22	PAR 06 044 268 07
12	12-23	PAR 06 044 268 07
12	12-24	PAR 06 044 268 07
12	12-25	PAR 06 044 268 07
12	12-26	PAR 06 044 268 07
12	12-27	PAR 06 044 268 07
12	12-28	PAR 06 044 268 07
12	12-29	PAR 06 044 268 07
12	12-30	PAR 06 044 268 07



**LEGEND**

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER

**NBS**

34865 Highway 70, South, Suite 100  
Fremont, CA 94537  
Local Government Solutions

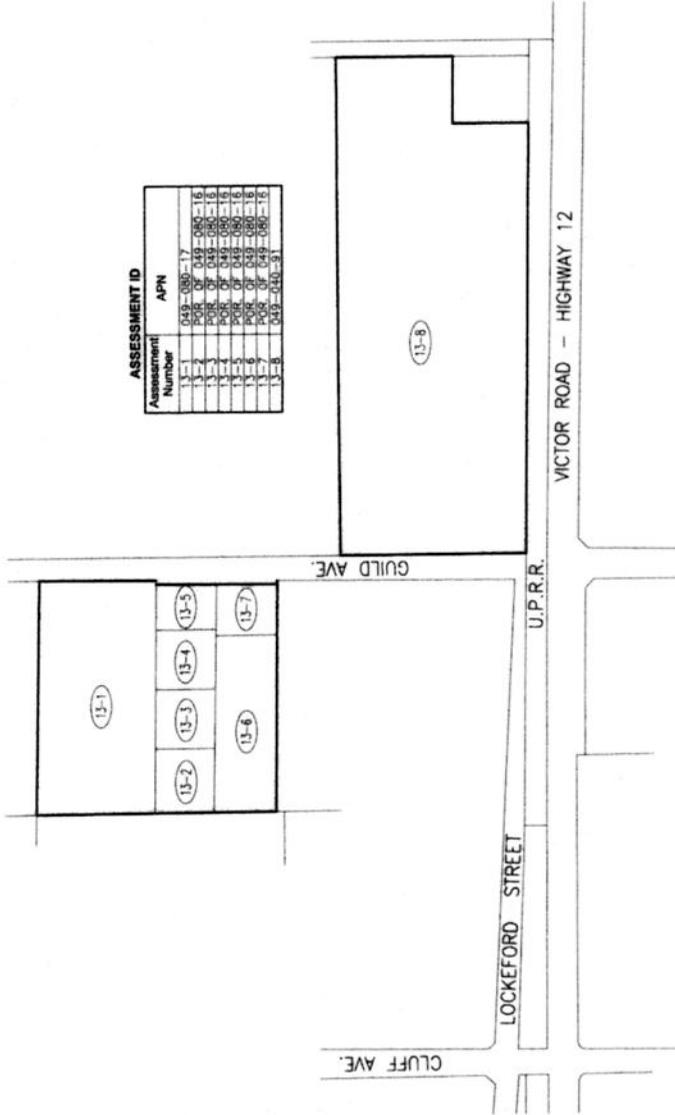
5-78B

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 Number	APN
13-1	049-080-17
13-2	POB OF 049-080-16
13-3	POB OF 049-080-16
13-4	POB OF 049-080-16
13-5	POB OF 049-080-16
13-6	POB OF 049-080-16
13-7	POB OF 049-080-16
13-8	POB OF 049-080-16

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21<sup>st</sup> DAY OF FEBRUARY, 2003.

*Christina M. ...*  
CITY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXTION MAP OF THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, THE CITY COUNCIL OF THE CITY OF LODI, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 14<sup>th</sup> DAY OF JANUARY, 2003, BY ITS RESOLUTION NO. 2003-03.

*Christina M. ...*  
CITY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 22<sup>nd</sup> DAY OF MAY, 2003, AT THE HOUR OF 1:41 O'CLOCK P.M. IN BOOK 5 AT PAGE 161 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*May W. ...*  
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

- ANNEXATION BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER

GRAPHIC SCALE



SCALE: 1" = 200'



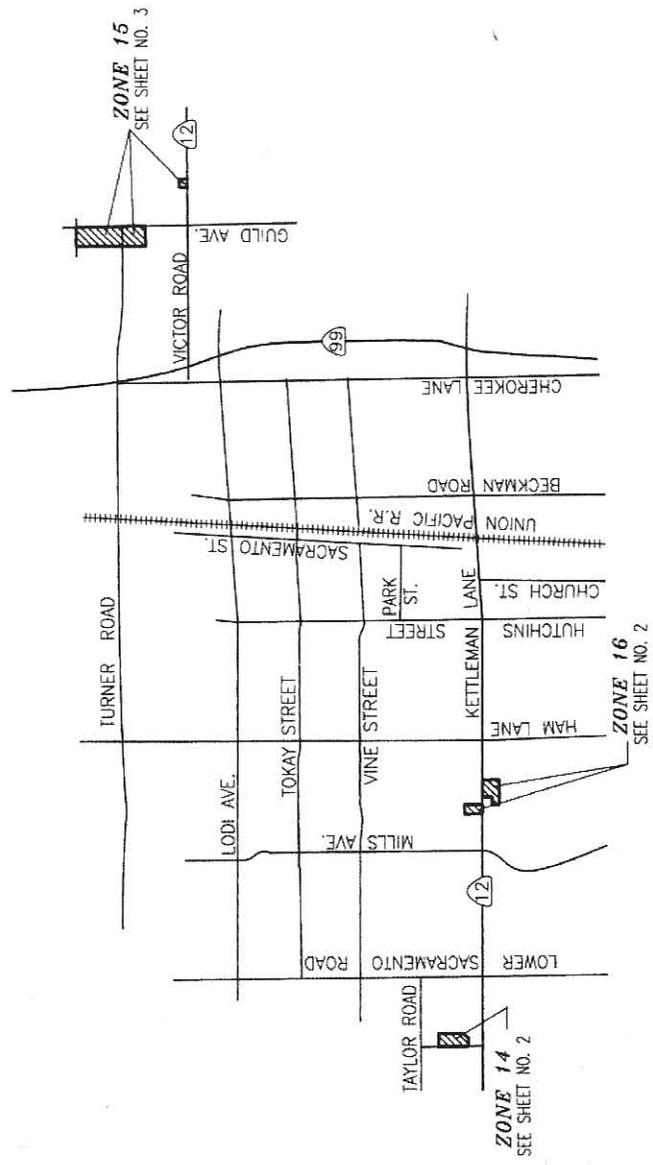
# NBS

32605 Highway 78 South, Suite 100  
Fresno, CA 93722

Local Government Solutions

5-161

**ASSESSMENT DIAGRAM**  
**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONES 14, 15 & 16**  
**CITY OF LODI**  
**SAN JOAQUIN**  
**STATE OF CALIFORNIA**



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21<sup>ST</sup> 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 13<sup>TH</sup> DAY OF May, 2003, BY ITS RESOLUTION NO. 4488-13.

CITY CLERK  
 CITY OF LODI  
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 13<sup>TH</sup> DAY OF May, 2003, AT THE HOUR OF 9:37 O'CLOCK A.M. IN BOOK 108 AT PAGE 108 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.

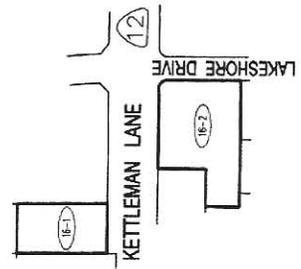
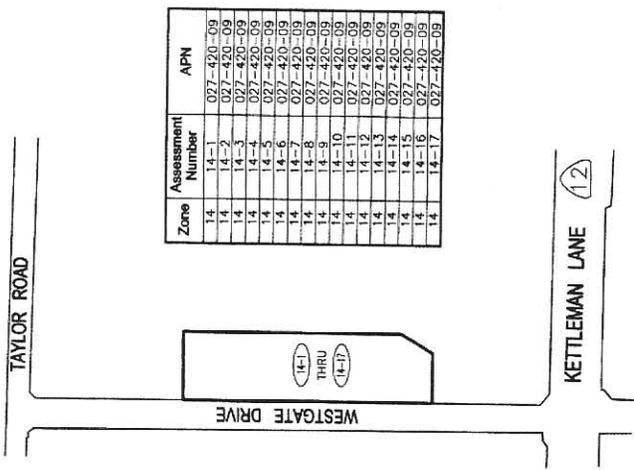
LEGEND  
 \_\_\_\_\_ ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY



Doc. #: 2003-071608  
 File: Jan 13 09:37:49 PST 2003 9:37 AM  
 Gary J. Freeman, Esq.  
 114.00  
 Paid By: SHAW ON DOCUMENT  
 114.00

**ASSESSMENT DIAGRAM**  
**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONES 14, 15 & 16**

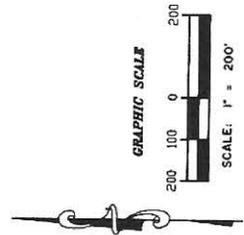
CITY OF LODI  
 COUNTY OF SAN JOAQUIN  
 STATE OF CALIFORNIA



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
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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

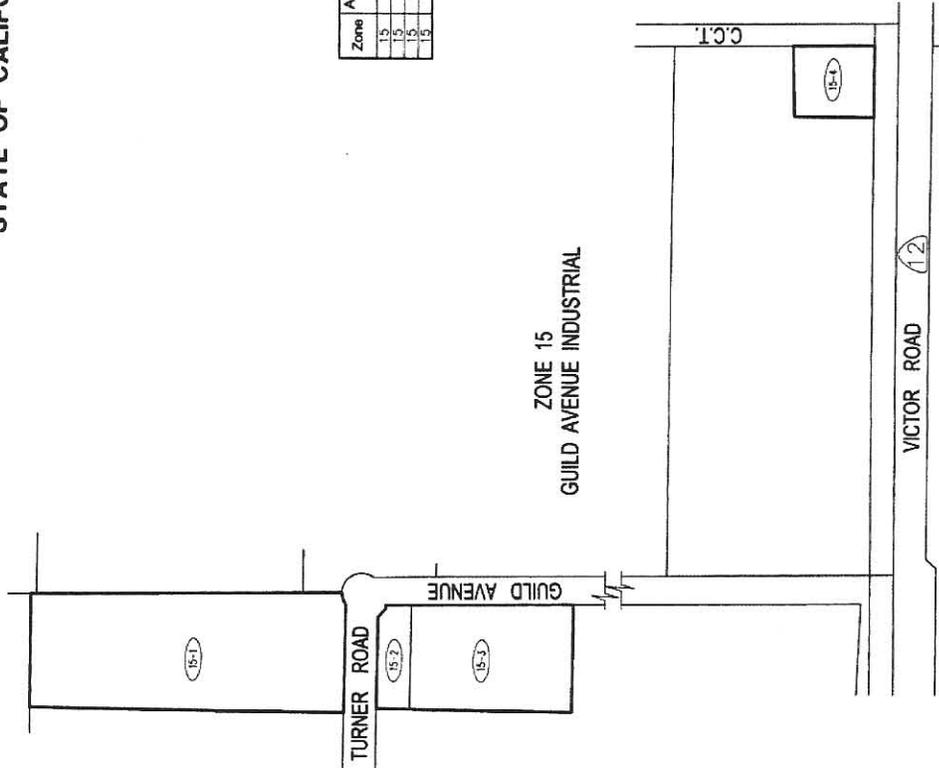
Local Government Solutions

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	
Zone	Assessment Number
049-530-04	15-1
049-530-10	15-2
049-530-11	15-3
049-540-35	15-4

ZONE 15  
 GUILD AVENUE INDUSTRIAL

**NBS**

32605 Temecula Parkway, Suite 100  
 Temecula, CA 92592  
 Local Government Solutions

**LEGEND**  
 — ASSESSMENT DISTRICT BOUNDARY  
 — PARCEL LINES  
 (15-1) ASSESSMENT NUMBER

**GRAPHIC SCALE**  
 200 100 0 200  
 SCALE: 1" = 200'



5-193A

## ***7. FISCAL YEAR 2009/10 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 2009/10**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1	062-610-010-000	SFR	n/a	1.00	\$489.85	\$329.04	\$514.34	\$514.34	\$256.42	<b>\$256.42</b>
2	062-610-020-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
3	062-610-030-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
4	062-610-040-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
5	062-610-050-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
6	062-610-060-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
7	062-610-070-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
8	062-610-080-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
9	062-610-090-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
10	062-610-100-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
11	062-610-110-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
12	062-610-120-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
13	062-610-130-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
14	062-610-140-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
15	062-610-150-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
16	062-610-160-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
17	062-610-170-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
18	062-610-180-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
19	062-610-190-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
20	062-610-200-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
21	062-610-210-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
22	062-610-220-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
23	062-610-230-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
24	062-610-240-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
25	062-610-250-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
26	062-610-260-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
27	062-610-270-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
28	062-610-280-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
29	062-610-290-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
30	062-610-300-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
31	062-610-310-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
32	062-610-320-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
33	062-610-330-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
34	062-610-340-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
35	062-610-350-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
36	062-610-360-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
37	062-610-370-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
38	062-610-380-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
39	062-610-390-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
40	062-610-400-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
41	062-620-010-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
42	062-620-020-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
43	062-620-030-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
44	062-620-040-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
45	062-620-050-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
46	062-620-060-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
47	062-620-070-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
48	062-620-080-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
49	062-620-090-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
50	062-620-100-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 1 - ALMONDWOOD ESTATES**  
**FISCAL YEAR 2009/10**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
51	062-620-110-000	SFR	n/a	1.00	\$489.85	\$329.04	\$514.34	\$514.34	\$256.42	<b>\$256.42</b>
52	062-620-120-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
53	062-620-130-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
54	062-620-140-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
55	062-620-150-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
56	062-620-160-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
57	062-620-170-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
58	062-620-180-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
59	062-620-190-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
60	062-620-200-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
61	062-620-210-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
62	062-620-220-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
63	062-620-230-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
64	062-620-240-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
65	062-620-250-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
66	062-620-260-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
67	062-620-270-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
68	062-620-280-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
69	062-620-290-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
70	062-620-300-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
71	062-620-310-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
72	062-620-320-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
73	062-620-330-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
74	062-620-340-000	SFR	n/a	1.00	489.85	329.04	514.34	514.34	256.42	<b>256.42</b>
				<b>74.00</b>			<b>\$24,348.96</b>			<b>\$18,975.08</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 2 - CENTURY MEADOWS ONE**  
**FISCAL YEAR 2009/10**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1	058-520-010-000	SFR	n/a	1.00	\$370.71	\$292.94	\$389.24	\$389.24	\$237.66	\$237.66
2	058-520-020-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
3	058-520-030-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
4	058-520-040-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
5	058-520-050-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
6	058-520-060-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
7	058-520-070-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
8	058-520-080-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
9	058-520-090-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
10	058-520-100-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
11	058-520-110-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
12	058-520-120-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
13	058-520-130-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
14	058-520-140-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
15	058-520-150-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
16	058-520-160-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
17	058-520-170-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
18	058-520-180-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
19	058-520-190-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
20	058-520-200-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
21	058-520-210-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
22	058-520-220-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
23	058-520-230-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
24	058-520-240-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
25	058-520-250-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
26	058-520-260-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
27	058-520-270-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
28	058-520-280-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
29	058-520-290-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
30	058-520-300-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
31	058-520-310-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
32	058-520-320-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
33	058-520-330-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
34	058-520-340-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
35	058-520-350-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
36	058-520-360-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
37	058-520-370-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
38	058-520-380-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
39	058-520-390-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
40	058-520-400-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
41	058-520-410-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
42	058-520-420-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
43	058-520-430-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
44	058-520-440-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
45	058-520-450-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
46	058-520-460-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
47	058-520-470-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
48	058-520-480-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
49	058-520-490-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
50	058-520-500-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 2 - CENTURY MEADOWS ONE**  
**FISCAL YEAR 2009/10**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
51	058-520-510-000	SFR	n/a	1.00	\$370.71	\$292.94	\$389.24	\$389.24	\$237.66	\$237.66
52	058-520-520-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
53	058-520-530-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
54	058-520-540-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
55	058-520-550-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
56	058-520-560-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
57	058-520-570-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
58	058-520-590-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
59	058-520-600-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
60	058-520-610-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
61	058-520-620-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
62	058-520-630-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
63	058-520-640-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
64	058-520-650-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
65	058-580-010-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
66	058-580-020-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
67	058-580-030-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
68	058-580-040-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
69	058-580-050-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
70	058-580-060-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
71	058-580-070-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
72	058-580-080-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
73	058-580-090-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
74	058-580-100-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
75	058-580-110-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
76	058-580-120-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
77	058-580-130-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
78	058-580-140-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
79	058-580-150-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
80	058-580-160-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
81	058-580-170-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
82	058-580-180-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
83	058-580-190-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
84	058-580-200-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
85	058-580-210-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
86	058-580-220-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
87	058-580-230-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
88	058-580-240-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
89	058-580-250-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
90	058-580-260-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
91	058-580-270-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
92	058-580-280-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
93	058-580-290-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
94	058-580-300-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
95	058-580-310-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
96	058-580-320-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
97	058-580-330-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
98	058-580-340-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
99	058-580-350-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66
100	058-580-360-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	237.66

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 2 - CENTURY MEADOWS ONE**  
**FISCAL YEAR 2009/10**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
101	058-580-370-000	SFR	n/a	1.00	\$370.71	\$292.94	\$389.24	\$389.24	\$237.66	<b>\$237.66</b>
102	058-580-380-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
103	058-580-390-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
104	058-580-400-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
105	058-580-410-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
106	058-580-420-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
107	058-580-430-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
108	058-580-440-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
109	058-580-450-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
110	058-580-460-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
111	058-580-470-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
112	058-580-480-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
113	058-580-490-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
114	058-580-500-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
115	058-580-510-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
116	058-580-520-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
117	058-580-530-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
118	058-580-540-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
119	058-580-550-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
120	058-580-560-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
121	058-580-570-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
122	058-580-580-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
123	058-580-590-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
124	058-580-600-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
125	058-580-610-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
126	058-580-620-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
127	058-580-630-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
128	058-580-640-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
129	058-580-650-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
130	058-580-660-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
131	058-580-670-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
132	058-580-680-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
133	058-580-690-000	SFR	n/a	1.00	370.71	292.94	389.24	389.24	237.66	<b>237.66</b>
				<b>133.00</b>			<b>\$38,961.02</b>			<b>\$31,608.78</b>

\* Dwelling Unit Equivalent

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 3 - MILLSBRIDGE II  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1	031-040-140-000	SFR	n/a	1.00	\$372.96	\$231.20	\$391.60	\$391.60	\$215.38	<b>\$215.38</b>
2	031-040-150-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
3	031-040-380-000	DUPL	n/a	2.00	372.96	462.40	391.60	783.20	215.38	<b>430.76</b>
4	031-040-440-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
5	031-040-450-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
6	031-040-460-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
7	031-040-470-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
8	031-040-480-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
9	031-040-490-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
10	031-290-010-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
11	031-290-020-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
12	031-290-030-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
13	031-290-040-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
14	031-290-050-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
15	031-290-060-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
16	031-290-070-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
17	031-290-080-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
18	031-290-090-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
19	031-290-100-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
20	031-290-110-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
21	031-290-120-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
22	031-290-130-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
23	031-290-140-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
24	031-290-150-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
25	031-290-160-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
26	031-290-170-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
27	031-290-180-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
28	031-290-190-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
29	031-290-200-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
30	031-290-210-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
31	031-290-220-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
32	031-290-230-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
33	031-290-240-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
34	031-290-250-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
35	031-290-260-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
36	031-290-270-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
37	031-290-280-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
38	031-290-290-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
39	031-290-300-000	SFR	n/a	1.00	372.96	231.20	391.60	391.60	215.38	<b>215.38</b>
				<b>40.00</b>			<b>\$9,248.00</b>			<b>\$8,615.20</b>

\* Dwelling Unit Equivalent

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 4 - ALMOND NORTH  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1	062-630-010-000	SFR	n/a	1.00	\$392.60	\$255.44	\$412.23	\$412.22	\$197.26	<b>\$197.26</b>
2	062-630-020-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
3	062-630-030-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
4	062-630-040-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
5	062-630-050-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
6	062-630-060-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
7	062-630-070-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
8	062-630-080-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
9	062-630-090-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
10	062-630-100-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
11	062-630-110-000	DUPL	n/a	2.00	392.60	510.88	412.23	824.46	197.26	<b>394.52</b>
12	062-630-120-000	DUPL	n/a	2.00	392.60	510.88	412.23	824.46	197.26	<b>394.52</b>
13	062-630130-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
14	062-630-140-000	DUPL	n/a	2.00	392.60	510.88	412.23	824.46	197.26	<b>394.52</b>
15	062-630-150-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
16	062-630-160-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
17	062-630-170-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
18	062-630-180-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
19	062-630-190-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
20	062-630-200-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
21	062-630-210-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
22	062-630-220-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
23	062-630-230-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
24	062-630-240-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
25	062-630-250-000	DUPL	n/a	2.00	392.60	510.88	412.23	824.46	197.26	<b>394.52</b>
26	062-630-260-000	DUPL	n/a	2.00	392.60	510.88	412.23	824.46	197.26	<b>394.52</b>
27	062-630-270-000	SFR	n/a	1.00	392.60	255.44	412.23	412.22	197.26	<b>197.26</b>
28	062-630-280-000	DUPL	n/a	2.00	392.60	510.88	412.23	824.46	197.26	<b>394.52</b>
				<b>34.00</b>			<b>\$8,684.96</b>			<b>\$6,706.84</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES**  
**FISCAL YEAR 2009/10**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1	058-540-010-000	SFR	n/a	1.00	\$279.56	\$269.80	\$293.54	\$293.54	\$215.58	<b>\$215.58</b>
2	058-540-020-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
3	058-540-030-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
4	058-540-040-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
5	058-540-050-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
6	058-540-060-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
7	058-540-070-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
8	058-540-080-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
9	058-540-090-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
10	058-540-100-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
11	058-540-110-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
12	058-540-120-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
13	058-540-130-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
14	058-540-140-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
15	058-540-150-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
16	058-540-160-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
17	058-540-170-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
18	058-540-180-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
19	058-540-190-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
20	058-540-200-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
21	058-540-210-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
22	058-540-220-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
23	058-540-230-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
24	058-540-240-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
25	058-540-250-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
26	058-540-260-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
27	058-540-270-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
28	058-540-280-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
29	058-540-290-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
30	058-540-300-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
31	058-540-310-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
32	058-540-320-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
33	058-540-330-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
34	058-540-340-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
35	058-540-350-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
36	058-540-360-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
37	058-540-370-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
38	058-540-380-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
39	058-540-390-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
40	058-540-400-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
41	058-540-410-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
42	058-540-420-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
43	058-540-430-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
44	058-540-440-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
45	058-540-450-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
46	058-540-460-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
47	058-540-470-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
48	058-540-480-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
49	058-540-490-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
50	058-540-500-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
51	058-540-510-000	SFR	n/a	1.00	\$279.56	\$269.80	\$293.54	\$293.54	\$215.58	<b>\$215.58</b>
52	058-540-520-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
53	058-540-530-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
54	058-540-540-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
55	058-540-550-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
56	058-540-560-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
57	058-540-570-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
58	058-540-580-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
59	058-540-590-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
60	058-540-600-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
61	058-540-610-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
62	058-540-620-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
63	058-540-630-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
64	058-540-640-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
65	058-540-650-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
66	058-540-660-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
67	058-540-670-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
68	058-540-680-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
69	058-540-690-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
70	058-540-700-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
71	058-540-710-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
72	058-540-720-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
73	058-540-730-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
74	058-540-740-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
75	058-540-750-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
76	058-540-760-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
77	058-540-770-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
78	058-560-010-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
79	058-560-020-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
80	058-560-030-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
81	058-560-040-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
82	058-560-050-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
83	058-560-060-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
84	058-560-070-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
85	058-560-080-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
86	058-560-090-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
87	058-560-100-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
88	058-560-110-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
89	058-560-120-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
90	058-560-130-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
91	058-560-140-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
92	585-600-150-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
93	058-560-160-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
94	058-560-170-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
95	058-560-180-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
96	058-560-190-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
97	058-560-200-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
98	058-560-210-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
99	058-560-220-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
100	058-560-230-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
101	058-560-240-000	SFR	n/a	1.00	\$279.56	\$269.80	\$293.54	\$293.54	\$215.58	<b>\$215.58</b>
102	058-560-250-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
103	058-560-260-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
104	058-560-270-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
105	058-560-280-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
106	058-560-290-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
107	058-560-300-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
108	058-560-310-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
109	058-560-320-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
110	058-560-330-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
111	058-560-340-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
112	058-560-350-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
113	058-560-360-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
114	058-560-370-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
115	058-560-380-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
116	585-600-390-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
117	058-560-400-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
118	058-560-410-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
119	058-560-420-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
120	058-560-430-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
121	058-560-440-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
122	058-560-450-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
123	058-560-460-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
124	058-560-470-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
125	058-560-480-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
126	058-560-490-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
127	058-560-500-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
128	058-560-510-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
129	058-560-520-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
130	058-560-530-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
131	058-560-540-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
132	058-560-550-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
133	058-560-560-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
134	058-560-570-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
135	058-560-580-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
136	058-560-590-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
137	058-560-600-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
138	058-560-610-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
139	058-560-620-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
140	058-560-630-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
141	058-560-640-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
142	058-560-650-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
143	058-560-660-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
144	058-560-670-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
145	058-560-680-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
146	058-560-690-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
147	058-560-700-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
148	058-560-710-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
149	058-560-720-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
150	058-560-730-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES**  
**FISCAL YEAR 2009/10**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
151	058-560-740-000	SFR	n/a	1.00	\$279.56	\$269.80	\$293.54	\$293.54	\$215.58	<b>\$215.58</b>
152	058-560-750-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
153	058-570-010-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
154	058-570-020-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
155	058-570-030-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
156	058-570-040-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
157	058-570-050-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
158	058-570-060-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
159	058-570-070-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
160	058-570-080-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
161	058-570-090-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
162	058-570-100-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
163	058-570-110-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
164	058-570-120-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
165	058-570-130-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
166	058-570-140-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
167	058-570-150-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
168	058-570-160-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
169	058-570-170-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
170	058-570-180-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
171	058-570-190-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
172	058-570-200-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
173	058-570-210-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
174	058-570-220-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
175	005-857-023-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
176	058-570-240-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
177	058-570-250-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
178	058-570-260-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
179	058-570-270-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
180	058-570-280-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
181	058-570-290-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
182	058-570-300-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
183	058-570-310-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
184	058-570-320-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
185	058-570-330-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
186	058-570-340-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
187	058-570-350-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
188	058-570-360-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
189	058-570-370-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
190	058-570-380-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
191	058-570-390-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
192	058-570-400-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
193	058-570-410-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
194	058-570-420-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
195	058-570-430-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
196	058-570-440-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
197	058-570-450-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
198	058-570-460-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
199	058-570-470-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
200	058-570-480-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
201	058-570-490-000	SFR	n/a	1.00	\$279.56	\$269.80	\$293.54	\$293.54	\$215.58	<b>\$215.58</b>
202	058-570-500-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
203	058-570-510-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
204	058-570-520-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
205	058-570-530-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
206	058-570-540-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
207	058-570-550-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
208	058-570-560-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
209	058-570-570-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
210	058-570-580-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
211	058-570-590-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
212	058-570-600-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
213	058-570-610-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
214	058-570-620-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
215	058-570-630-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
216	058-570-640-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
217	058-570-650-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
218	058-600-010-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
219	058-600-020-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
220	058-600-030-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
221	058-600-040-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
222	058-600-050-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
223	058-600-060-000	SFR	n/a	1.00	279.56	269.80	293.54	293.54	215.58	<b>215.58</b>
<b>223.00</b>					<b>\$60,165.40</b>		<b>\$48,074.34</b>			

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 6 - THE VILLAS**  
**FISCAL YEAR 2009/10**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1	062-640-010-000	SFR	n/a	1.00	\$636.92	\$369.18	\$668.77	\$668.76	\$336.40	<b>\$336.40</b>
2	062-640-020-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
3	062-640-030-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
4	062-640-040-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
5	062-640-050-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
6	062-640-060-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
7	062-640-070-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
8	062-640-080-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
9	062-640-090-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
10	062-640-100-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
11	062-640-110-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
12	062-640-120-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
13	062-640-130-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
14	062-640-140-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
15	062-640-150-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
16	062-640-160-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
17	062-640-170-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
18	062-640-180-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
19	062-640-190-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
20	062-640-200-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
21	062-640-210-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
22	062-640-220-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
23	062-640-230-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
24	062-640-240-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
25	062-640-250-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
26	062-640-260-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
27	062-640-270-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
28	062-640-280-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
29	062-640-290-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
30	062-640-300-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
31	062-640-310-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
32	062-640-320-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
33	062-640-330-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
34	062-650-010-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
35	062-650-020-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
36	062-650-030-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
37	062-650-040-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
38	062-650-050-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
39	062-650-060-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
40	062-650-070-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
41	062-650-080-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
42	062-650-090-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
43	062-650-100-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
44	062-650-110-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
45	062-650-120-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
46	062-650-130-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
47	062-650-140-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
48	062-650-150-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
49	062-650-160-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
50	062-650-170-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 6 - THE VILLAS  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
51	062-650-180-000	SFR	n/a	1.00	\$636.92	\$369.18	\$668.77	\$668.76	\$336.40	<b>\$336.40</b>
52	062-650-190-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
53	062-650-200-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
54	062-650-210-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
55	062-650-220-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
56	062-650-230-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
57	062-650-240-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
58	062-650-250-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
59	062-650-260-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
60	062-650-270-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
61	062-650-280-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
62	062-650-290-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
63	062-650-300-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
64	062-650-310-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
65	062-650-320-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
66	062-650-330-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
67	062-650-340-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
68	062-650-350-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
69	062-650-360-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
70	062-650-370-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
71	062-650-380-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
72	062-650-390-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
73	062-650-400-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
74	062-650-410-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
75	062-650-420-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
76	062-650-430-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
77	062-650-440-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
78	062-650-450-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
79	062-650-460-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
80	062-650-470-000	SFR	n/a	1.00	636.92	369.18	668.77	668.76	336.40	<b>336.40</b>
				<b>80.00</b>			<b>\$29,534.40</b>			<b>\$26,912.00</b>

\* Dwelling Unit Equivalent

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 7 - WOODLAKE MEADOW  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1	015-600-010-000	SFR	n/a	1.00	\$210.27	\$177.06	\$220.78	\$220.78	\$161.86	<b>\$161.86</b>
2	015-600-020-000	SFR	n/a	1.00	210.27	177.06	220.78	220.78	161.86	<b>161.86</b>
3	015-600-030-000	SFR	n/a	1.00	210.27	177.06	220.78	220.78	161.86	<b>161.86</b>
4	015-600-040-000	SFR	n/a	1.00	210.27	177.06	220.78	220.78	161.86	<b>161.86</b>
5	015-600-050-000	SFR	n/a	1.00	210.27	177.06	220.78	220.78	161.86	<b>161.86</b>
				<b>5.00</b>			<b>\$885.30</b>			<b>\$809.30</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 8 - VINTAGE OAKS  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1	058-640-010-000	SFR	n/a	1.00	\$459.42	\$456.04	\$482.39	\$482.38	\$259.76	<b>\$259.76</b>
2	058-640-020-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
3	058-640-030-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
4	058-640-040-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
5	058-640-050-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
6	058-640-060-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
7	058-640-070-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
8	058-640-080-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
9	058-640-090-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
10	058-640-100-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
11	058-640-110-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
12	058-640-120-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
13	058-640-130-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
14	058-640-140-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
15	058-640-150-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
16	058-640-160-000	VAC-RES	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
17	058-640-170-000	SFR	n/a	1.00	459.42	456.04	482.39	482.38	259.76	<b>259.76</b>
				<b>17.00</b>			<b>\$7,752.68</b>			<b>\$4,415.92</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 9 - INTERLAKE SQUARE  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1	045-340-010-000	SFR	n/a	1.00	\$218.69	\$177.86	\$229.62	\$229.62	\$153.78	<b>\$153.78</b>
2	045-340-020-000	SFR	n/a	1.00	218.69	177.86	229.62	229.62	153.78	<b>153.78</b>
3	045-340-030-000	SFR	n/a	1.00	218.69	177.86	229.62	229.62	153.78	<b>153.78</b>
4	045-340-040-000	SFR	n/a	1.00	218.69	177.86	229.62	229.62	153.78	<b>153.78</b>
5	045-340-050-000	SFR	n/a	1.00	218.69	177.86	229.62	229.62	153.78	<b>153.78</b>
6	045-340-060-000	SFR	n/a	1.00	218.69	177.86	229.62	229.62	153.78	<b>153.78</b>
7	045-340-070-000	SFR	n/a	1.00	218.69	177.86	229.62	229.62	153.78	<b>153.78</b>
8	045-340-080-000	SFR	n/a	1.00	218.69	177.86	229.62	229.62	153.78	<b>153.78</b>
9	045-340-090-000	SFR	n/a	1.00	218.69	177.86	229.62	229.62	153.78	<b>153.78</b>
10	045-340-100-000	SFR	n/a	1.00	218.69	177.86	229.62	229.62	153.78	<b>153.78</b>
11	045-340-110-000	SFR	n/a	1.00	218.69	177.86	229.62	229.62	153.78	<b>153.78</b>
				<b>11.00</b>			<b>\$1,956.46</b>			<b>\$1,691.58</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 10 - LAKESHORE PROPERTIES**  
**FISCAL YEAR 2009/10**  
**ASSESSMENT ROLL**

<b>ASSESSOR'S NO. PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1 031-330-010-000	SFR	n/a	1.00	\$183.64	\$141.28	\$192.82	\$192.82	\$142.30	<b>\$142.30</b>
2 031-330-020-000	SFR	n/a	1.00	183.64	141.28	192.82	192.82	142.30	<b>142.30</b>
3 031-330-030-000	SFR	n/a	1.00	183.64	141.28	192.82	192.82	142.30	<b>142.30</b>
4 031-330-040-000	SFR	n/a	1.00	183.64	141.28	192.82	192.82	142.30	<b>142.30</b>
5 031-330-050-000	SFR	n/a	1.00	183.64	141.28	192.82	192.82	142.30	<b>142.30</b>
6 031-330-060-000	SFR	n/a	1.00	183.64	141.28	192.82	192.82	142.30	<b>142.30</b>
7 031-330-070-000	SFR	n/a	1.00	183.64	141.28	192.82	192.82	142.30	<b>142.30</b>
			<b>7.00</b>			<b>\$988.96</b>			<b>\$996.10</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 11 - TATE PROPERTY  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>ASSESSOR'S NO. PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1 058-230-140-000	SFR	n/a	7.00	\$272.95	\$1,910.30	\$286.60	\$2,006.20	\$208.66	\$1,460.62
			<b>7.00</b>			<b>\$1,910.30</b>			<b>\$1,460.62</b>

\* Dwelling Unit Equivalent

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 12 - WINCHESTER WOODS  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>ASSESSOR'S NO. PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1 060-220-300-000	SFR	n/a	1.00	\$161.23	\$148.66	\$169.29	\$169.28	\$142.30	<b>\$142.30</b>
2 060-220-310-000	SFR	n/a	1.00	161.23	148.66	169.29	169.28	142.30	<b>142.30</b>
3 060-220-320-000	SFR	n/a	1.00	161.23	148.66	169.29	169.28	142.30	<b>142.30</b>
4 060-220-330-000	SFR	n/a	1.00	161.23	148.66	169.29	169.28	142.30	<b>142.30</b>
5 060-220-340-000	SFR	n/a	1.00	161.23	148.66	169.29	169.28	142.30	<b>142.30</b>
6 060-220-350-000	SFR	n/a	1.00	161.23	148.66	169.29	169.28	142.30	<b>142.30</b>
7 060-220-360-000	SFR	n/a	1.00	161.23	148.66	169.29	169.28	142.30	<b>142.30</b>
8 060-220-370-000	SFR	n/a	1.00	161.23	148.66	169.29	169.28	142.30	<b>142.30</b>
			<b>8.00</b>			<b>\$1,189.28</b>			<b>\$1,138.40</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 13 - GUILD AVENUE INDUSTRIAL  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1	049-340-120-000	IND	4.690	18.76	\$101.66	\$382.88	\$106.74	\$2,134.86	\$56.08	<b>\$1,052.06</b>
2	049-340-150-000	IND	0.610	2.44	101.66	49.80	106.74	258.30	56.08	<b>136.84</b>
3	049-340-160-000	IND	0.569	2.28	101.66	46.52	106.74	243.36	56.08	<b>127.64</b>
4	049-340-170-000	IND	0.569	2.28	101.66	46.52	106.74	243.36	56.08	<b>127.64</b>
5	049-340-180-000	IND	0.460	1.84	101.66	37.54	106.74	196.40	56.08	<b>103.18</b>
6	049-340-190-000	IND	0.569	2.28	101.66	46.52	106.74	244.42	56.08	<b>127.64</b>
7	049-340-200-000	IND	1.919	7.68	101.66	156.74	106.74	818.70	56.08	<b>430.46</b>
8	049-340-360-000	IND	13.890	55.56	101.66	1,213.16	106.74	5,900.58	56.08	<b>3,115.80</b>
				<b>93.10</b>			<b>\$1,979.68</b>			<b>\$5,221.26</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 14 - LUCA PLACE  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>ASSESSOR'S NO. PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1 027-420-090-000	SFR	n/a	17.00	\$293.94	\$2,936.24	\$308.64	\$5,246.82	\$104.74	<b>\$1,780.58</b>
			<b>17.00</b>			<b>\$2,936.24</b>			<b>\$1,780.58</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 15 - GUILD AVENUE INDUSTRIAL  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>ASSESSOR'S NO. PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1 049-330-040-000	IND	5.660	22.640	\$101.47	\$264.06	\$106.54	\$2,211.84	\$63.30	<b>\$1,433.10</b>
2 049-330-100-000	IND	0.555	2.220	101.47	28.02	106.54	234.80	63.30	<b>\$140.52</b>
3 049-330-110-000	IND	2.500	10.000	101.47	131.78	106.54	1,103.74	63.30	<b>633.00</b>
4 049-340-380-000	IND	0.832	3.328	101.47	42.32	106.54	354.56	63.30	<b>210.66</b>
			<b>38.188</b>			<b>\$466.18</b>			<b>\$2,417.28</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
 ZONE 16 - WEST KETTLEMAN LANE COMMERCIAL  
 FISCAL YEAR 2009/10  
 ASSESSMENT ROLL**

<b>ASSESSOR'S NO. PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2008/09 MAX RATE</b>	<b>2008/09 ASMT</b>	<b>2009/10 MAX RATE</b>	<b>2009/10 MAX ASMT</b>	<b>2009/10 ACT RATE</b>	<b>2009/10 ASMT</b>
1 031-330-100-000	COM	0.580	2.910	\$37.24	\$91.96	\$39.10	\$113.78	\$37.06	<b>\$107.84</b>
2 058-160-860-000	COM	1.092	5.460	37.24	172.86	39.10	213.48	37.06	<b>202.34</b>
			<b>8.370</b>			<b>\$264.82</b>			<b>\$310.18</b>

\* Dwelling Unit Equivalents

RESOLUTION NO. 2009-\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT OF THE LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 FOR FISCAL YEAR 2009/10

WHEREAS, the 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 District No. 2003-1* ("Assessment District"); and

WHEREAS, the City has retained NBS Government Finance Group, DBA NBS, for the purpose of assisting with the annual levy of assessments within the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act; and

WHEREAS, the Council has, by previous resolution, declared its intention to hold a Public Hearing on the levy of the proposed assessment and notice of such hearing has been duly given, in accordance with §22626 of the Act; and

WHEREAS, the Council has held and concluded a Public Hearing on the levy of the proposed assessment and has considered all objections.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:

1. Purpose of Assessment: The assessment is to be levied and collected to pay the costs of operating, maintaining, and servicing the improvements described in the Annual Report, which is on file with the City Clerk.
2. Compliance with the Law: The assessment is in compliance with all provisions of the Act, Article XIII D of the Constitution of the State of California, and the Proposition 218 Omnibus Implementation Act.
3. Basis of Assessment: The assessment is based upon the estimated benefit from the improvements described in the Annual Report, which is on file with the City Clerk, and such assessment is calculated without regard to property valuation.
4. Confirmation of Diagram and Assessment: The Council hereby confirms the diagram and assessment, as detailed in the Annual Report on file with the City Clerk.
5. Levy of Assessment: Pursuant to §22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2009 and ending June 30, 2010.
6. Filing of Assessment: The Council hereby orders NBS to file the assessment, as confirmed, with the San Joaquin County Auditor-Controller.

Dated: June 17, 2009

I hereby certify that Resolution No. 2009-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, by the following vote:

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

RANDI JOHL  
City Clerk

2009-\_\_\_\_



*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 LEVY AND COLLECTION OF ASSESSMENTS FOR THE LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 FOR FISCAL YEAR 2009-10**

**PUBLISH DATE: SATURDAY, MAY 23, 2009  
SATURDAY, MAY 30, 2009**

**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, MAY 21, 2009

**ORDERED BY:** RANDI JOHL  
CITY CLERK

  
JENNIFER M. PERRIN, 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) \_\_\_\_\_JLT \_\_\_\_\_MB \_\_\_\_\_JMP (initials)



## DECLARATION OF POSTING

### **PUBLIC HEARING TO CONSIDER LEVY AND COLLECTION OF ASSESSMENTS FOR THE LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 FOR FISCAL YEAR 2009-10**

On Friday, May 22, 2009, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider levy and collection of assessments for the Lodi Consolidated Landscape Maintenance District No. 2003-1 for Fiscal Year 2009-10 (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 May 22, 2009, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
JENNIFER M. PERRIN, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK

## NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2009-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF LODI, CALIFORNIA, DECLARING ITS INTENTION  
TO LEVY AND COLLECT ASSESSMENTS FOR THE  
LODI CONSOLIDATED LANDSCAPE MAINTENANCE  
DISTRICT NO. 2003-1 FOR FISCAL YEAR 2009-10

=====

WHEREAS, the 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 District No. 2003-1* ("Assessment District"); and

WHEREAS, the City has retained NBS Government Finance Group, DBS 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 COUNCIL, AS FOLLOWS:

1. Intention: The 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, 2009 and ending June 30, 2010. The 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 the zones therein and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
5. Notice of Public Hearing: The 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 Council. The Public Hearing will be held on **Wednesday, June 17, 2009, at 7:00 p.m.**, or as soon thereafter as is feasible, in the Council Chambers located at 305 West Pine Street, Lodi, CA, 95240. The 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 20, 2009

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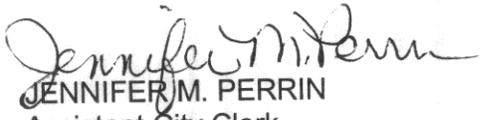
I hereby certify that Resolution No. 2009-65 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 20, 2009, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
JENNIFER M. PERRIN  
Assistant City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Appointments to the Library Board of Trustees, Lodi Arts Commission, Lodi Budget/Finance Committee, Planning Commission, and San Joaquin County Commission on Aging; and Direction to Post for Remaining Vacancies on the Library Board of Trustees and the Lodi Budget/Finance Committee

**MEETING DATE:** June 17, 2009

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Concur with the Mayor's recommended appointments to the Library Board of Trustees, Lodi Arts Commission, Lodi Budget/Finance Committee, Planning Commission, and San Joaquin County Commission on Aging; and direct City Clerk to post for remaining vacancies on the Library Board of Trustees and the Lodi Budget/Finance Committee.

**BACKGROUND INFORMATION:** On April 15, 2009, the City Council directed the City Clerk to post for the expiring terms on various boards and commissions. The Mayor has reviewed the applications and made his selection. It is, therefore, recommended that the City Council concur with the following appointments. In addition, there remains one vacancy on the Library Board of Trustees and one vacancy on the Lodi Budget/Finance Committee, and it is recommended that Council direct the City Clerk to post for another 30-day application period.

**APPOINTMENTS:**

**Library Board of Trustees**

Caitlin Casey Term to expire June 30, 2012

NOTE: One applicant (one new application);  
application deadline 5/18/09

**Lodi Arts Commission**

Ben Burgess Term to expire July 1, 2012  
Nancy Carey Term to expire July 1, 2012  
Jennifer Walth Term to expire July 1, 2012

NOTE: Three applicants (three seeking reappointment);  
application deadline 5/18/09

**Lodi Budget/Finance Committee**

Bill Russell Term to expire June 30, 2013  
Louis Ponick Term to expire June 30, 2013  
Steven Reeves Term to expire June 30, 2013

NOTE: Four applicants (one seeking reappointment, one new application, and two on file—one applicant withdrew);  
application deadline 5/18/09

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APPROVED: \_\_\_\_\_  
Blair King, City Manager

*Appointments to the Library Board of Trustees, Lodi Arts Commission, Lodi Budget/Finance Committee, Planning Commission, and San Joaquin County Commission on Aging; and Direction to Post for Remaining Vacancies on the Library Board of Trustees and Lodi Budget/Finance Committee*  
June 17, 2009  
Page Two

**Planning Commission**

Bill Cummins                      Term to expire June 30, 2013  
Debbie Olson                      Term to expire June 30, 2013

NOTE: Three applicants (two seeking reappointment and one on file);  
application deadline 5/18/09

**San Joaquin County Commission on Aging**

Terri Whitmire                      Term to expire June 30, 2012

NOTE: One applicant (one seeking reappointment);  
application deadline 5/18/09

**POSTING:**

**Library Board of Trustees**

One vacancy                      Term to expire June 30, 2012

**Lodi Budget/Finance Committee**

One vacancy                      Term to expire June 30, 2013

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. The City Council is requested to direct the City Clerk to make the necessary postings.

**FISCAL IMPACT:**                      None.

**FUNDING AVAILABLE:**                      None required.

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Randi Johl  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Post for One Vacancy on the Lodi Animal Advisory Commission

**MEETING DATE:** June 17, 2009

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Direct the City Clerk to post for one vacancy on the Lodi Animal Advisory Commission.

**BACKGROUND INFORMATION:** The bylaws of the Lodi Animal Advisory Commission state that any member who misses three consecutive regular meetings of the Commission without leave of absence from the Commission expressed in its official minutes shall be deemed to have vacated the office. One member has missed in excess of that, and at the request of the Lodi Animal Advisory Commission, it is recommended that the City Council direct the City Clerk to post for the vacancy below.

**Lodi Animal Advisory Commission**

Thomas Carleton                      Term to expire December 31, 2010

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. The City Council is requested to direct the City Clerk to make the necessary postings.

**FISCAL IMPACT:**                      None.

**FUNDING AVAILABLE:**              None required.

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Randi Johl  
City Clerk

RJ/JMP

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing the Harney Lane Alternative to Measure K Railroad Grade Separation Project

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Community Development Director

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**RECOMMENDED ACTION:** Adopt resolution authorizing the Harney Lane alternative to Measure K Railroad Grade Separation Project.

**BACKGROUND INFORMATION:** As part of the original Measure K Strategic Plan, \$30 million dollars was programmed for railroad crossing safety projects throughout the County. The 1992 plan identified 14 railroad grade separation projects. These projects were prioritized based on criteria developed by the Council of Governments (COG) at that time. Grade separation projects that have been completed using Measure K funds include Hammer Lane and March Lane in Stockton. The only Lodi project identified was Lodi Avenue at the Union Pacific right-of-way.

Recently, the Council of Governments has requested that the City reaffirm its position relative to Lodi Avenue. Apparently, other grade separation projects in the County are not moving forward as planned so there is a potential to accelerate the construction of a project in Lodi. COG has requested that the City respond by the end of June. City staff asked that the COG staff review the criteria against the Harney Lane crossing at the Union Pacific right-of-way in the alternative to Lodi Avenue. The two grade separations score evenly and as such the COG staff would entertain a request by the City of Lodi to substitute the designated funds for Harney Lane.

In 1997, the City Council decided to not pursue the Lodi Avenue grade separation project due to impacts related to the downtown area and the relative high cost of the project. The COG approved moving the funds to the Central City Rail Safety Project that resulted in the removal of the Kentucky House Branch and the Lodi Avenue rail lines.

The obstacles and issues affecting Lodi Avenue grade separation do not exist at Harney Lane. Importantly, the right-of-way needed to construct an undercrossing at Harney Lane has been reserved on the north side of the street. Right-of-way will be necessary on the south side, but has already been anticipated as part of the Reynolds Ranch project in the southeast quadrant. The southwest quadrant is currently in farming activity. The property owner of this land is aware of the undercrossing project. The impact would be negligible as it is assumed that the property will ultimately develop with urban uses in the future.

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APPROVED: \_\_\_\_\_  
Blair King, City Manager

The Planning Commission reviewed this item at its May 27, 2009 meeting. The Commission felt the modification was in the community's best interest and has recommended that the City Council adopt the alternative as Harney Lane.

Attachments to this communication include the aerial photographs for Lodi Avenue and Harney Lane as well as the information from the City Council proceedings in 1997.

**FISCAL IMPACT:** N/A

**FUNDING AVAILABLE:** N/A

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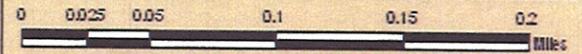
Konradt Bartlam  
Community Development Director

RH/kjc

Attachments



## Proposed Lodi Avenue Underpass

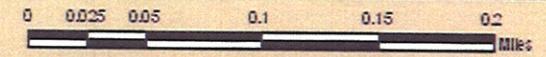


Albers Projection  
 Central Meridian: -96  
 Is 10M Parallel: 20  
 2nd SM Parallel: 60  
 latitude 070 digit: 40





# Proposed Harney Lane Underpass



Albers Projection  
Central Meridian: -96  
False Easting: 20  
False Northing: 60  
Latitude of Origin: 40





# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Lodi/Southern Pacific Railroad Underpass

MEETING DATE: April 2, 1997

PREPARED BY: Public Works Director

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RECOMMENDED ACTION: That the City Council direct staff on how to respond to the San Joaquin County Council of Government's (COG's) policy regarding the Measure K Railroad Crossing Safety Program.

BACKGROUND INFORMATION: One year ago, COG adopted a policy (Exhibit A) that calls for project sponsors of six Measure K funded rail crossing safety projects to take one of two positions: confirm the projects by adopting a financing plan or propose alternative projects. Failure to take action would likely result in projects being dropped from the Measure K program. While the policy called for a December 1, 1997 response deadline, it has been extended to spring 1997 to give project sponsors additional time to respond. The City of Lodi is a project sponsor for an underpass at Lodi Avenue and the Southern Pacific Railroad (SPRR) tracks.

### Measure K Background

The Measure K program was approved by the voters in November 1990. It funded a variety of transportation projects from a new half cent sales tax. One of the program categories was \$30 million for railroad crossing safety improvements. These improvements consisted of grade separations which would eliminate the at-grade conflict between vehicles and trains by building an overpass or underpass. Although not actually part of the Measure, a list of candidate projects was approved by COG. The list included fourteen locations, one of which was the SPRR/Lodi Avenue crossing, the only location north of the Stockton area.

However, the funding "pot" for these projects was insufficient to cover all these projects and COG developed a funding plan and ranking scheme to provide nearly \$4 million to each of the top eight ranked projects. The ranking scheme included vehicle and train volumes and speeds and delay factors. The Lodi project ranked in the top eight projects. Two of the projects (on Hammer Lane in Stockton) are now under construction. The status of the remaining six projects and the other unfunded projects is shown in Exhibit B. (Note that one location was added after the list was originally ranked.)

Lodi staff worked with Biggs Cardosa Associates, Inc., who were already working on another Measure K project that involved a rail crossing, to prepare background information on the project. The graphics, preliminary cost estimate and construction plans presented later in this report are the result of that work. Environmental review, public hearings and many project details and approvals will need to be accomplished if the project is to go forward.

APPROVED: \_\_\_\_\_

H. Dixon Flynn -- City Manager

Given the long lead time to develop a grade separation project, the COG and other project sponsors need to take positive steps to proceed on whichever projects are to be completed.

### Lodi Avenue/SPRR Issues

Positive factors in pursuing the Lodi Avenue/SPRR underpass include the following:

- Public safety - While train/vehicle accidents have been rare in Lodi, they have occurred and Lodi Avenue was the site of a fatal accident in the 1970's.
- Emergency vehicle access - The closest alternate crossings with grade separations are Turner Road and Kettleman Lane, each one mile away from Lodi Avenue. The adjacent at-grade crossings are close enough that they are usually blocked by rail traffic at the same time as the Lodi Avenue crossing. A grade separation will improve emergency vehicle access in each direction.
- Public convenience - The same alternate crossing choices for emergency vehicles also apply to the general public. Vehicle delays will increase as train frequency increases due to new passenger service and the SP/UP merger.

Negative factors in pursuing the Lodi Avenue/SPRR underpass include the following:

- Street closures and impact to adjacent businesses - As shown in the map in Exhibit C and the accompanying two pages of text, School and Stockton streets would remain open and unaffected. Five to seven businesses would have to be acquired. Some excess property could be resold for reuse after the project. Sacramento and Main streets and the north-south alley west of Sacramento Street would be closed to Lodi Avenue. These closures may have some adverse affect on other businesses in the area.
- Construction disruption - Lodi Avenue at the SP tracks would have to be closed for six months during construction. A possible construction and detour sequence (via Walnut Street) is shown in Exhibit D (two pages). As mentioned, other alternatives, probably more costly, could be designed to minimize Lodi Avenue construction closure.

Other issues include:

- Pedestrian access - While vehicle access to Lodi Avenue at Sacramento and Main streets would be closed, pedestrian access across the tracks could be maintained. This would be done by building a two-level underpass in which the sidewalk is elevated well above the roadway. It would connect to Sacramento and Main streets. With the exception of the ability to cross Lodi Avenue at these locations, pedestrian access along Lodi Avenue would be the same as now and much safer at the tracks.
- Cost - The total project cost is in the \$8 to \$9 million range. This estimate is lower than the earlier Measure K estimate of \$11.3 million. Major variables include the business and right-of-way costs, the value of "resold" land and the need to relocate the CCT tracks. The \$4 million Measure K allocation is obviously insufficient. Up to \$5 million might be available from the State grade separation program; however, more preparatory engineering and environmental work would need to be done to prepare an application. This program is very competitive and funding may not be available for many years.
- Impact on the Central City Revitalization - Potential adverse impact to businesses on the southeast quadrant of the Downtown include loss of Lodi Avenue frontage and Sacramento Street access. These are somewhat balanced by the improvement to Lodi Avenue, improved access to the east side and the architectural design of the underpass structure.

## Alternatives

As provided in the COG policy, alternate projects are possible, including:

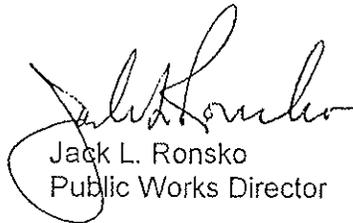
- A grade separation at another location - Likely alternate locations are Lockeford Street and Harney Lane. (A new crossing, such as Century Boulevard, would not be eligible for State or Measure K funds.) Lockeford Street would have nearly all the same issues as Lodi Avenue and similar costs. It would do less well in competition for funding but is reasonably close enough to Lodi Avenue to provide most of the benefits. Harney Lane would be less expensive; the total cost would be in the \$5 to \$6 million range. Given its location in the growth area of the City, Street Development Impact Mitigation Fee funding might be a possibility.
- At-grade improvements - This could include widening to allow vehicles that must stop at the tracks to pull over and not block traffic, a median to prevent vehicles from cutting around the crossing gates, improved crossing surface and improved gates. Obviously this would be much less expensive and an argument might be made that such improvements could be done at a number of Downtown crossings to be "equivalent" to the grade separation project.

Any alternatives will need to be approved by the COG Board after review by COG's Citizen, Management/Finance and Technical advisory committees.

## Public Meeting

A public meeting is scheduled for Thursday, March 27, at 7 p.m. in the Library's Community Room to present the above information and obtain public comments. The results of that meeting will be presented at the Council meeting.

FUNDING: None needed at this time.



Jack L. Ronsko  
Public Works Director

Prepared by Richard C. Prima, Jr., City Engineer

JLR/RCP/lm

Attachments

cc: Lodi Downtown Business Association  
Chamber of Commerce  
East Side Improvement Committee

MEASURE K RAILROAD CROSSING SAFETY PROGRAM  
REALLOCATION POLICIES

The following policies apply to:

March Lane\UPRR	(Stockton)	Lathrop Road\SPRR	(Lathrop)
March Lane\SPRR	(Stockton)	Center St.\SPRR	(Manteca)
Lodi Ave.\SPRR	(Lodi)	Lathrop Road\UPRR	(Lathrop)

The Hammer Lane\UPRR and Hammer Lane\SPRR projects are fully funded and will begin construction this year.

I. Sponsors shall submit Project Support Documentation or a Project Alternative by December 1, 1996.

A. Project Support Documentation shall consist of:

1. Financing Action Plan. A plan explaining how the sponsor intends to finance the local match displayed in the 1996 Strategic Plan and the actions needed to eliminate funding shortfalls.
2. A city council resolution reiterating local support for the existing project and approval of the strategies in the Financing Action Plan.

B. Project Alternative. A sponsor may provide an alternative to their project for COG Board consideration, including:

1. A proposal to reallocate project funds to another grade separation project within the same jurisdiction with Project Support Documentation; or
2. A proposal to "exchange" Railroad Crossing Safety funds with another jurisdiction for funds from another category (for example, congestion relief); or
3. A Financing Action Plan and City Council Resolution for a downscoped project funded with the same Measure K contribution on a percent basis. (For example, Measure K will fund 35% of Lodi's grade crossing project; Lodi could downscope their project to an at-grade safety project, with a 35% Measure K contribution).

II. Reallocation Fund. A "Reallocation Fund" will be created, including money from:

- A. Funds from unsupported projects.
- B. Funds that will not be used for downscoped projects.
- C. Funds remaining after the completion of a project.
- D. Funds left over from trades.
- E. Funds not needed do to receipt of grants, etc.

III. Reallocation Fund Priorities. Will be determined after project sponsors have responded to the new policy requirements.

Changes in project priorities will take into consideration the merger of the Southern Pacific Railroad and Union Pacific Railroad and other relevant issues.

March 1997  
Tech., Cit.

## STAFF REPORT

SUBJECT: Measure K Railroad Crossing Safety Project Update

RECOMMENDATION: For Discussion/Action

## DISCUSSION:

COG staff would like to discuss how we can help deliver projects in the Measure K Railroad Crossing Safety Program that have fallen behind their delivery schedules due to have funding shortfalls or lost community support and what should be done with the allocation to projects that are undeliverable.

**Background.** The Measure K Strategic Plan provides an allocation to eight Railroad Crossing Safety Projects (overpasses or underpasses). None of the projects have been delivered to date, but two projects, the Hammer Lane UPRR and SPRR undercrossings in Stockton, will be constructed this summer. There are 7 unfunded "shelf" projects in the Strategic Plan (they are listed on the attached page).

**Policies.** To help sort out deliverable from undeliverable projects, the COG Board adopted policies in March 1996 requiring the sponsors of the six remaining funded projects to prepare a financing action plan and demonstrate community support for their project or propose an alternative project. The projects were called out because they hadn't made sufficient progress towards meeting their Strategic Plan delivery schedules. Many of the projects appeared stalled due to concerns over large funding shortfalls or an erosion of community support. The due date for compliance was set by the Board at December 1, 1996.

**Deliverable\Undeliverable Projects.** The projects listed below have met the Board requirements:

<u>SPONSOR</u>	<u>PROJECT</u>
Lathrop	Lathrop Road\Southern Pacific Railroad (Construct 5 lane overpass, \$6.7 million)

Lathrop                    Lathrop Road\Union Pacific Railroad  
                               (Construct 4 lane overpass, \$7.1 million)

Stockton                    March Lane\Union Pacific Railroad  
                               (Six lane underpass, expandable to eight, \$11.4 million)

Stockton                    March Lane\Southern Pacific Railroad  
                               (Six or eight lane underpass, \$11.4 million)

Two project sponsors have not yet met the policy requirements.

Lodi                         Lodi Avenue\Southern Pacific Railroad Crossing (Construct 4 lane underpass, \$11.4 million)

The City of Lodi will be conducting a public meeting at the end of March to determine community support. Based on the outcome of the meeting, the item will be brought before the Lodi City Council for discussion or action. Their staff has requested an extra month to comply with the policies:

Manteca                    Center Street\Southern Pacific Railroad  
                               (Construct 4 lane overpass, \$3.0 million)

Staff at the City of Manteca has indicated they cannot deliver the project due to a funding shortfall, listed in the Strategic Plan at \$1.7 million. Last year, the project was removed from the City's Capital Improvement Program. The project has a \$3.974 million Measure K allocation.

How Should We Proceed? What can we do to help improve the delivery of these projects and how should we proceed with regards to the allocation for an undeliverable project(s)? Should we, for instance:

- o Seek out at-grade safety projects for funding?
- o Increase the funding allocation to funded projects?
- o Reallocate funds to an unfunded project(s)?
- o Do something else?

COG Staff would like to hear your thoughts on this subject.

FISCAL IMPACT None at this time. May eventually result in COG Board reallocation of Measure K Railroad Crossing Safety funds.

Prepared by: Steve VanDenburgh (m:\meask\rrxing\policies.sta)

UNFUNDED "SHELF" PROJECTS  
MEASURE K RAILROAD CROSSING SAFETY PROGRAM

Strategic Plan Priority	Project (Cost)	Sponsor
#9	Tracy Blvd.\SPRR (\$19 mil.)	Tracy
#10	Lower Sac.\UPRR (\$15.9 mil)	County
#11	Jack Tone Rd.\SPRR (\$21.2)* <i>*(Combined w\Interchange Project)</i>	Ripon
#12	Airport Way\SPRR (\$5.3 million)	Manteca
#13	French Camp Rd.\UPRR (\$6.4 mil.)	County
#14	Eleventh St.\SPRR (\$12.7 mil)	Tracy
Unranked	West Lane\SPRR (\$8.5 mil)	County

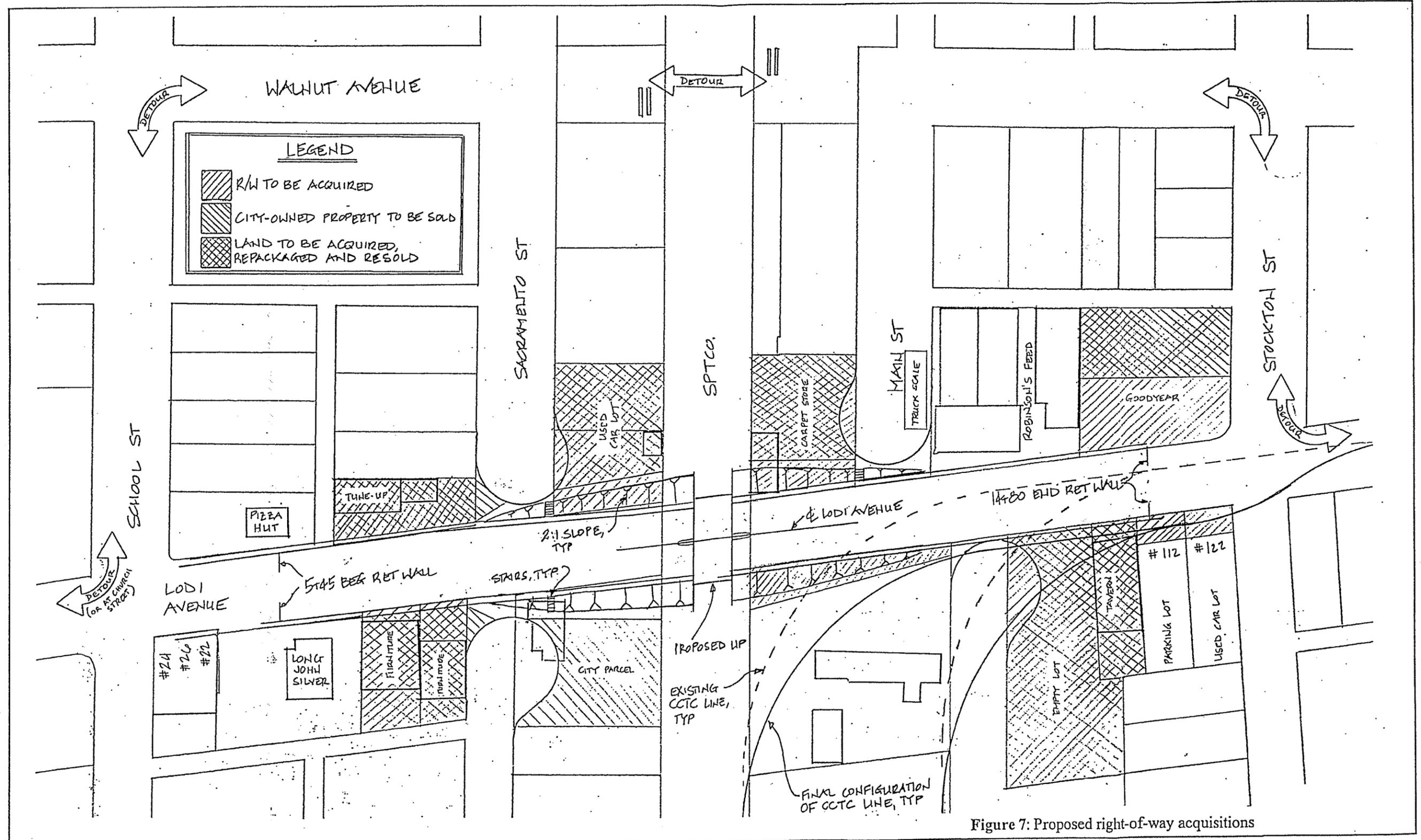


Figure 7: Proposed right-of-way acquisitions

## ***RIGHT-OF-WAY REQUIREMENTS***

Figure 6 on the next page shows the current parcels and their usage for the area that will be affected by construction. Appendix B contains photographs of the area. The location from which the pictures were taken is also shown on Figure 6.

Figure 7 shows the proposed right-of-way acquisition requirements. A description on a parcel-by-parcel basis is detailed below:

- The businesses at the southeast corner of School Street and Lodi Avenue (Rydel Vacuum, Book Garden and The Comic Grapevine), will not be significantly affected.
- The Pizza Hut restaurant at the northeast corner of School Street and Lodi Avenue will not be significantly affected.
- The Long John Silver restaurant will be somewhat affected, but it is not anticipated that the business will have to be acquired. The vehicular entrance to the restaurant will have to be reconstructed to match the proposed grade for Lodi Avenue and to provide for drive-thru exit. The current drive-thru exit will have to be closed. The traffic patterns within the parking lot will have to be reworked.
- The tune-up shop next to Pizza Hut, on the north side of Lodi Avenue, will have to be acquired. The parcel could then be repackaged to have vehicular access only from the Sacramento Street cul-de-sac and resold. Pedestrian access from Lodi Avenue will be preserved.
- Danigers Furniture, which is located at #4 and #8 Lodi Avenue, will have to be acquired. The parcels could then be repackaged and resold as a single parcel with vehicular access from Sacramento Street only. Pedestrian access from Lodi Avenue will be preserved.
- The used car lot on the north side of Lodi Avenue, between Sacramento Street and the SPTCo. right-of-way will have to be acquired, repackaged to have vehicular access from Sacramento Street only, and resold. Pedestrian access from Lodi Avenue will be preserved. A portion of the parcel will be lost to the cul-de-sac and to the 2:1 slope from the depressed Lodi Avenue sidewalk.
- The structure at #2 Lodi Avenue will have to be condemned. This lot already belongs to the City of Lodi. It may be repackaged and sold as a parcel with vehicular access from Sacramento Street. Pedestrian access from Lodi Avenue will be preserved. A portion of the parcel will be lost to the cul-de-sac and to the 2:1 slope from the depressed Lodi Avenue sidewalk.

- The carpet store on the north side of Lodi Avenue, between Main Street and the SPTCo. right-of-way, will have to be acquired. The parcel could then be repackaged to have vehicular access from Main Street only and resold. Pedestrian access from Lodi Avenue will be preserved. A portion of the parcel will be lost to the cul-de-sac and to the 2:1 slope from the depressed Lodi Avenue sidewalk.
- The car wash on the south side of Lodi Avenue will be affected, but it was assumed that the business will not have to be acquired. The vehicular entrance will have to be moved to Main Street. A portion of the parcel next to Lodi Avenue will have to be acquired to accommodate the 2:1 slope to the sidewalk. If the CCTC line is to remain operational, it will have to be moved, requiring a more extensive easement.
- The empty lot on the south side, at #102 Lodi Avenue, will have to be purchased, repackaged and resold as a parcel with vehicular access from Main Street, and with pedestrian access from Lodi Avenue. An easement will be required for the proposed location of the CCTC spur line.
- The tavern on the south side of Lodi Avenue (#104) will have to be purchased. The parcel could then be repackaged to be part of the parcel at #102 Lodi Avenue and resold.
- If the CCTC line is to remain operational, the front 30 feet of the parking lot and the used car lot at the southwest corner of Lodi Avenue and Stockton Street (#112 and #122 Lodi Avenue) will have to be acquired to provide for the new location of the CCTC spur lines.
- We propose to purchase the Goodyear store at the northwest corner of Lodi Avenue and Stockton Street (#125 Lodi Avenue), subdivide it into two parcels and sell the parcel furthest from the corner. See below for the other parcel.
- The largest business to be affected by this construction is the Robinson's Feed company, at #101 Lodi Avenue. Instead of acquiring it, it may be more cost effective to purchase the Goodyear store (see above), and give half the parcel to the Robinson's Feed company as indemnification for the loss of vehicular access from Lodi Avenue to their present parcel. The Robinson's Feed company could then use this parcel to gain access to both Stockton Street and Lodi Avenue.
- The truck scale on Main Street, next to the Robinson's Feed company, will have to be relocated.

**CONSTRUCTION STAGING**

Biggs Cardosa Associates recommends that Lodi Avenue be closed during construction to keep down the project cost. Traffic can be detoured from Lodi Avenue to Walnut Avenue by way of Stockton Street and either School or Church Street. The at-grade crossing of the SPTCo. at Walnut Avenue, which has been closed, can be reopened during construction.

The construction would probably proceed along the following steps:

1. The required right-of-way will be purchased.
2. A temporary at-grade crossing of SPTCo. will be constructed at Walnut Avenue.
3. Lodi Avenue traffic will be detoured to Walnut Avenue.
4. Lodi Avenue will be closed between School Street and Stockton Street, with the exception of local access to the Pizza Hut restaurant, the businesses at the southeast corner of School Street and Lodi Avenue (#22, #24 and #26 Lodi Avenue), the Long John Silver restaurant (the vehicular entrance will need to be modified sometime during construction), and the Robinson's Feed company (access through the Goodyear store parcel and/or Main Street).
5. The SPTCo. secondary line will be closed. The SPTCo. main line will be rerouted.
6. Assuming that the two CCTC spur line will need to remain operational after the construction, they will be rerouted to their final configuration. A short-term closure of these tracks may be required.
7. The Underpass structure will be constructed, essentially at grade.
8. The SPTCo. main line will be routed back to its original location, on the structure. The SPTCo. secondary line will be reconstructed on the structure.
9. The rail detour (shoofly) will be removed.
10. The roadway on Lodi Avenue will be excavated to its final configuration. The retaining walls will be constructed.
11. Lodi Avenue will be reconstructed. A pump station will be constructed to drain the depressed roadway section.

12. Lodi Avenue traffic will be moved back to Lodi Avenue. The at-grade crossing at Walnut Avenue will be closed again. The possibility of keeping an at-grade pedestrian crossing of the railroad tracks at Walnut Avenue should be investigated.
13. The roadway work will be finalized, including the construction of the four cul-de-sacs.
14. The excess properties will be repackaged and sold.

In the above scenario, Lodi Avenue will probably have to be closed for about 6 months between School and Stockton Streets. However, we feel that the proposed detour by way of Walnut Avenue would provide an acceptable route during construction and not significantly impact Lodi Avenue thru traffic. Other construction staging sequences may be feasible, and a full PSR would be able to identify various construction sequences and their impacts, for example:

- Lodi Avenue could be detoured around the construction area to a temporary roadway built on the newly acquired parcels.
- The abutments and the center bent could be constructed at existing grade, without the need to reroute Lodi Avenue. Then, Lodi Avenue could be closed for two to three months during which precast or steel girders could be quickly erected on the abutments and bent to complete the structure. The roadway section could then be excavated. Finally, traffic would be allowed back on Lodi Avenue.

April 2, 1997 Minutes

*Continued April 2, 1997*

15. Catherine Mellor, 1008 Laurel Avenue, Lodi, reminded the public that the ramp would be next to a cemetery which should be a quiet place. It has already experienced a lot of vandalism, and another boat ramp would just add to that.  
FILE NO. CC-6, CC-27(c) AND CC-40

7. RECESS

Mayor Pennino called for a ten-minute recess and the City Council meeting reconvened at approximately 8:24 p.m.

8. PUBLIC HEARINGS

None.

9. COMMUNICATIONS (CITY CLERK)

- a) The City Council, on motion of Council Member Mann, Warner second, unanimously directed the City Clerk to post for the following vacancy:

**Information Technology Committee**

John Forberg  
FILE NO. CC-2(a)

- b) The City Council, on motion of Council Member Warner, Mann second, unanimously made the following appointments:

**Greater Lodi Area Youth Commission**

*student appointee:*

Bobby Whitmire                      term to expire June 30, 1998

*adult advisor:*

Sherrie Handel                      term to expire June 30, 1998  
FILE NO. CC-2(t)

- c) The City Council, on motion of Council Member Warner, Mann second, made the following appointment:

**San Joaquin County Solid Waste Management Task Force**

Council Member Keith Land  
FILE NO. CC-2(a)

10. REGULAR CALENDAR

- a) Following discussion regarding the Lodi/Southern Pacific Railroad (SPRR) underpass, the City Council, on motion of Mayor Pennino, Sieglock second, unanimously directed staff, with the assistance of the San Joaquin County Council of Governments (COG), to create a list of alternative projects to the Lodi Avenue underpass and return to the City Council.

## April 2, 1997 Minutes

*Continued April 2, 1997*

Speaking on the matter were the following persons:

1. Andrew Chesley, Deputy Executive Director for the San Joaquin County Council of Governments (COG), indicated he was one of the parties responsible for drafting the measure and ballot. One of the key factors was geographical equity. At the time Lodi did not have a tremendous amount of traffic problems, and there was a concern that projects be included for Lodi for balance. Therefore, the grade separation project was an important part of the plan. There are alternatives to look at other than grade separations, and the COG Board is sensitive to that; however, it would make sure that the other committed projects are funded first before looking at other options. There are other cities facing this type of problem, and the Board has high consideration in this regard;
2. Mike Lapenta, 1718 Edgewood Drive, Lodi, expressed his opinion that it would be the death of the downtown area by putting the underpass on Lodi Avenue. One alternative would be Lockeford Street, because it would cause less havoc. We are spending a lot of money downtown for this revitalization, and this would be a deterrent to what we are trying to accomplish;
3. Barbara McWilliams, 208 South School Street, Lodi, was previously opposed to the Lodi Avenue underpass and still is, even more so now with the downtown revitalization project. Downtown is the heart of Lodi. We need to keep the roads and the Multimodal station accesses open. The underpass would take away from the ambiance of the area. Look for alternative sources that could help in safety and in making the crossings better. At this point, she is not sure about using Lockeford Street;
4. Dave Rice, 10 North School Street, Lodi, echoed the comments; however, he does not feel that Lockeford Street is an option. That would just block the area at the other end. In September, 1992 Council deferred action on this item and said we would never see this issue again;
5. Richard Blackston, 518 Ribier, Lodi, agreed that the underpass would not be a viable solution for the downtown. Lockeford Street is also not a viable solution. The alternatives presented by staff are worth looking into. In his dealings with COG, he feels that if we came up with a feasible solution that would work for Lodi, COG would be supportive; and
6. Tony Segale, President, Lodi Downtown Business Association (LDBA), also expressed his opposition to an underpass on Lodi Avenue. It would not be fair to block businesses into a cul-de-sac due to the underpass after they have been assessed and are paying for the downtown revitalization. Use the money to take the tracks out of Lodi Avenue or towards the Multimodal station.  
FILE NO. CC-6, CC-7(h) AND CC-45(f)

### 11. ORDINANCES

- a) Ordinance No. 1643 entitled, "An Ordinance of the City Council of the City of Lodi Amending Chapter 3.20 of the Lodi Municipal Code by Adding Thereto Section 3.20.130 Relating to Vehicle Purchases and Disposition Exemption" having been introduced at a regular meeting of the Lodi City Council held March 19, 1997 was brought up for passage on motion of Council Member Mann, Warner second. Second reading of the ordinance was omitted after reading by title, and the ordinance was then adopted and ordered to print by the following vote:



# CITY OF LODI

# COUNCIL COMMUNICATION

AGENDA TITLE: Lodi Central City Railroad Safety Improvement Project (Alternative to Lodi Avenue Grade Separation)

MEETING DATE: June 4, 1997

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize staff to proceed with planning the Lodi Central City Railroad Safety Improvement Project.

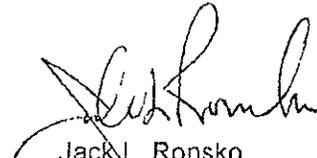
BACKGROUND INFORMATION: The San Joaquin County Transportation Sales Tax, Measure K, includes a category for railroad safety improvements which presently consists of grade separations. Lodi's only project in this category was Lodi Avenue at the Southern Pacific tracks in Downtown. At its April 2, 1997 meeting, the Council determined not to proceed with this project due to its impacts on Downtown and high cost. (Less than half of the project cost would be covered by the \$3.9 million Measure K allocation.) Staff was directed to work on finding another project that would retain this funding for Lodi. If no alternative is found, the funds will be used elsewhere in the County.

Staff has prepared a comprehensive project which we feel meets the spirit of the Measure K ordinance and will be looked upon in favor by the majority of Lodi residents. The core of the project is the removal of the Central California Traction Company tracks in Lodi Avenue and Main Street and replacement of that rail service on the Southern Pacific Kentucky House Branch which runs parallel to Lockeford Street. Details of the project, a preliminary budget and a project map are attached.

To implement the project, we need to:

- submit the project to the San Joaquin County Council of Governments and obtain their approval, which will entail amendments to the Measure K expenditure and strategic plans
- negotiate project details and cost sharing with the railroads
- perform environmental review
- determine project phasing
- do preliminary design work

FUNDING: None needed at this time.



Jack L. Ronsko  
Public Works Director

Prepared by Richard C. Prima, Jr., City Engineer  
JLR/RCP/lm  
Attachments

cc: Senator Patrick Johnston  
San Joaquin Council of Governments  
SJCOG Citizen's Advisory Committee Lodi Representative  
Union Pacific Railroad  
Central California Traction Company  
Caltrans, Planning Division

Chamber of Commerce  
Lodi Downtown Business Association  
Pacific Coast Producers, Attn: Jim Schweickardt  
Sweetener Products, Attn: Joe Tack  
Arkay Industries, Inc., Attn: Eric Kuhnash  
Economic Development Coordinator

APPROVED: \_\_\_\_\_

H. Dixon Flynn -- City Manager

## Lodi Central City Railroad Safety Improvement Project

**Project Objective:** To improve vehicle, bicycle and pedestrian safety and convenience where these travel modes interact with railroad tracks while maintaining railroad service to existing and future businesses.

**Project Description:** The project consists of the removal of Central California Traction Company tracks presently located within streets, improving those streets, providing rail service along the unused Union Pacific (formerly Southern Pacific) Kentucky House Branch, and making various improvements to the Branch and adjacent streets (see project map).

**Project Specifics:** The project will:

- remove a mile of railroad tracks that presently run parallel with traffic within Lodi Avenue and Main Street;
- eliminate fifteen locations where railroad tracks cross travel lanes at a skewed angle or street intersections;
- repave the streets and install lighting, drainage, curb, gutter and sidewalk where the tracks are removed;
- install rubberized rail crossing surfaces at fifteen street crossings;
- install a protected pedestrian crossing of the Kentucky House Branch between Calaveras Street and Central Avenue;
- install frontage improvements - fencing, curb, gutter, sidewalk and lighting along unimproved railroad frontage; and,
- improve Lockeford Street along the Kentucky House Branch.

**Project Budget:** \$6,115,000

**Project Funding:** Measure K  
City of Lodi  
Union Pacific Railroad

## Lodi Central City Railroad Safety Improvement Project

### Preliminary Budget Summary

Lodi Avenue/Main Street	\$	1,283,000
Kentucky House Branch incl. Frontage	\$	1,573,000
Rail Crossing Surfaces at Streets	\$	1,092,000
Lockeford Street	\$	2,167,000
Total:	\$	6,115,000

### Project Funding

Measure K	\$	3,970,000	Rail and Street Work
Union Pacific Railroad	\$	438,000	Track Connection
City of Lodi	\$	1,707,000	Balance of Project



CITY COUNCIL

PHILLIP A. PENNINO, Mayor  
JACK A. SIECLOCK  
Mayor Pro Tempore  
KEITH LAND  
STEPHEN J. MANN  
DAVID P. WARNER

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710

H. DIXON FLYNN  
City Manager  
JENNIFER M. PERRIN  
City Clerk  
RANDALL A. HAYS  
City Attorney

May 30, 1997

MAILING LIST ATTACHED

SUBJECT: Lodi Central City Railroad Safety Improvement Project  
(Alternative to Lodi Avenue Grade Separation)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, June 4, 1997, at 7 p.m. The meeting will be held in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the regular calendar for Council discussion. You are welcome to attend.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to the City Clerk at 221 West Pine Street.

If you wish to address the Council at the Council meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Jennifer Perrin, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Richard Prima, City Engineer, at (209) 333-6706.



Jack L. Ronsko  
Public Works Director

JLR/im

Enclosure

cc: City Clerk ✓

SENATOR PATRICK JOHNSTON  
31 E CHANNEL STE D  
STOCKTON CA 95202

SAN JOAQUIN COUNTY  
COUNCIL OF GOVERNMENTS  
6 S EL DORADO ST STE 400  
STOCKTON CA 95202

MR RICHARD BLACKSTON  
SJCOG CITIZEN'S ADVISORY  
COMMITTEE LODI REP  
c/o 518 RIBIER AVE  
LODI CA 95240

MR MIKE ONGERTH  
UNION PACIFIC RAILROAD  
1416 DODGE ST  
OMAHA NB 68179

CENTRAL CALIF TRACTION CO  
1645 CHEROKEE RD  
STOCKTON CA 95205

CALTRANS  
PLANNING DIVISION  
P O BOX 2048  
STOCKTON CA 95201

CHAMBER OF COMMERCE  
P O BOX 386  
LODI CA 95241

MR MIKE LAPENTA PRES  
LODI DOWNTOWN BUSINESS ASSN  
12 N SCHOOL ST  
LODI CA 95240

MR JIM SCHWEICKARDT  
PACIFIC COAST PRODUCERS  
631 N CLUFF AVE  
LODI CA 95242

MR JOE TACK  
SWEETENER PRODUCTS  
P O BOX 2757  
LODI CA 95241

MR ERIC KUHNASH  
ARKAY INDUSTRIES INC  
228 BYERS RD STE 2000  
MIAMISBURG OH 45342

Council Member Warner indicated that he doesn't know if the City should be in a baby-sitting program. He stated his concern for dollars that had been spent on the Boys and Girls Club. Council Member Warner stated that this is a day care program and he doesn't feel that it is a recreation program. He stated that he feels that it is an excellent program; however, he doesn't think that he should be obligated to subsidize day care and finally indicated his preference for Option 3.

Council Member Land indicated that he feels that it is his responsibility to support youth programs and feels that this program is a great program. He feels that we must maintain and build this program and that it is programs like this that make Lodi a special place to live. Council Member Land indicated that consideration should be given to put it back under the directions of the Parks and Recreation Department. He stated that if there is a problem with staff, it's the Council's fault, because it gives direction to staff. He stated that he never mentioned that he wanted to cancel the program, if anything, it should be expanded.

Mayor Pro Tempore Sieglock feels that the Boy's and Girl's Club is a great program and stated that he felt some of its successes were pointed out this evening. He agrees that younger kids should not be mixed with older children. He stated that he feels this program is a bargain and a terrific benefit.

Mayor Pennino stated that he would like to see the City out of this program and that he feels that the churches in the area should be doing this. The Mayor indicated that he had met with several Pastors in the community and they are interested. He indicated that they should receive 100% funding and believes that there would be a waiting list.

City Manager Dixon Flynn stated that this evenings comments have not gone unnoticed and that he feels that the program should be adequate and meet the needs of the children. He further stated that he is concerned about the waiting list and feels that the City needs to do what it can to meet those needs.

Council Member Mann asked that the City Manager look into the reasons for a waiting list and stated that he doesn't feel that there should be a waiting list. Council Member Mann stated that he feels that the program should be expanded to meet the needs.

FILE NO. CC-40

**Recess:**

Mayor Pennino declared a 10 minute recess, and the City Council reconvened at approximately 9:25 p.m.

b) The City Council, following review of the matter, on motion of Council Member Mann, Warner-second, authorized staff to proceed with planning the Lodi Central City Railroad Safety Improvement Project.

City Engineer Richard Prima introduced the matter advising the City Council that the San Joaquin County Transportation Sales Tax Measure K, includes a category for railroad safety improvements which consists of grade separations. Lodi's only project in this category was Lodi Avenue at the Southern Pacific tracks in Downtown. At its April 2, 1997 meeting, The City Council determined not to proceed with this project due to its impacts on downtown and high cost. (Less than half of the project cost would be covered by the \$3.9 million Measure K allocation.) Staff was directed to work on finding another project that would retain this funding for Lodi. If no alternative is found, the funds will be used elsewhere in the County.

Staff has prepared a comprehensive project which they feel meets the spirit of the Measure K ordinance and will be looked upon in favor by the majority of Lodi residents. The core of the project is the removal of The Central California Traction Company tracks in Lodi Avenue and Main Street and replacement of that rail service on the Southern Pacific Kentucky House Branch which runs parallel to Lockeford Street. To implement the project, the City needs to do the following:

June 4, 1997 Minutes

1. submit the project to the San Joaquin County Council of Governments and obtain their approval, which will entail amendments to the Measure K expenditure and strategic plans
2. negotiate project details and cost sharing with the railroads
3. perform environmental review
4. determine project phasing
5. do preliminary design work

Mr. Prima then presented the following additional information regarding the matter:

**Project Objective:** To improve vehicle, bicycle and pedestrian safety and convenience where these travel modes interact with railroad tracks while maintaining railroad service to existing and future businesses.

**Project Description:** The project consists of the removal of Central California Traction Company tracks presently located within streets, improving those streets, providing rail service along the unused Union Pacific (formerly Southern Pacific) Kentucky House Branch, and making various improvements to the Branch and adjacent streets.

**Project Specifics:** The project will:

1. remove a mile of railroad tracks that presently run parallel with traffic within Lodi Avenue and Main Street
2. eliminate fifteen locations where railroad tracks cross travel lanes at a skewed angle or street intersections
3. repave the streets and install lighting, drainage, curb, gutter, and sidewalk where the tracks are removed
4. install rubberized rail crossing surfaces at fifteen street crossings
5. install a protected pedestrian crossing of the Kentucky House Branch between Calaveras Street and Central Avenue
6. install frontage improvements - fencing, curb, gutter, sidewalk and lighting along unimproved railroad frontage; and
7. improve Lockeford Street along the Kentucky House Branch.

**Project Budget:** \$6,115,000

**Project Funding:** Measure K  
City of Lodi  
Union Pacific Railroad

Various diagrams and a Preliminary Budget Summary were presented by the Mr. Prima for Council's perusal.

Discussion followed with questions being directed to Mr. Prima

## June 4, 1997 Minutes

Mr. Richard Blackson, San Joaquin County Council of Governments (COG) Citizens Advisory Committee addressed the City Council indicating that he supported the proposal.

Mrs. Tracy Jenkins, 730 Calaveras Street, Lodi addressed the City Council stating the area of Stockton Street and Lockeford Street is very dangerous.

Several Council Members indicated that the staff did an outstanding job in formulating this proposed project and asked how the City would come up with the match. Mr. Prima indicated that the City has about three years to come up with the dollars and suggested several scenarios.

Council Member Mann asked if there was a time frame that this must be done, and Mr. Prima indicated that the City would have some latitude.

Mayor Pennino recommended that the money be used as soon as possible as he would like to see these funds tied up.

FILE NO. CC-7 (n)

### 10. ORDINANCES

- a) Ordinance No. 1648 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 17 - Zoning, Chapter 17.57, Thereby Adding Sections 17.57.170, 17.57.180 and 17.57.190 Relating to General Regulations and Exceptions" having been introduced at a regular meeting of the Lodi City Council held May 21, 1997 was brought up for passage on motion of Council Member Mann, Warner second. Second reading of the ordinance was omitted after reading by title, and the ordinance was then adopted and ordered to print by the following vote:

Ayes: Council Members - Land, Mann, Sieglock, Warner, and Pennino (Mayor)

Noes: Council Members - None

Absent: Council Members - None

Prior to adopting Ordinance No. 1648, Tracy Jenkins, 730 Calaveras Street, Lodi addressed the Council stating that she feels this ordinance violates their constitutional rights and that its implementation would affect them seriously financially. She stated that they would need to purchase another vehicle. Further, Mrs. Jenkins stated that one reason they opted to purchase their home was so that they could park their big rig there. She indicated that she understands that there had been 12 complaints regarding situations of this kind in the last year and that she doesn't feel that number should merit the passage of this ordinance. She stated that she doesn't feel this is an appearance issue.

Mayor Pro Tempore Sieglock asked Mrs. Jenkins if she uses the rig to go to the grocery store, and she responded that it is just used for commercial purposes.

Council Member Mann stated his concern about the Jenkins family suffering a financial loss. He stated that he feels that the adoption of the ordinance is the right thing to do and that the vast majority would vote to enforce it. He further stated that most people don't like that type of vehicle parked in their neighborhoods. Council Member Mann stated that he has been assured that if the ordinance is passed that it will be enforced on a complaint basis only and that he hoped this would remedy the situation. Further, he suggested that the Jenkins contact their neighbors to try to work it out.

Community Development Director Konradt Bartlam stated that he has spoken with Mrs. Jenkins and will try to work with her to resolve the matter.

Following an inquiry by Mayor Pro Tempore Sieglock, Mr. Bartlam indicated that at the last City Council meeting when the ordinance was introduced, he was given direction by the Council not to implement the ordinance for one year.

FILE NO. CC-53 (a)

**LODI PLANNING COMMISSION  
REGULAR COMMISSION MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, MAY 27, 2009**

1. CALL TO ORDER / ROLL CALL

The Regular Planning Commission meeting of May 27, 2009, was called to order by Chair Kiser at 7:00 p.m.

Present: Planning Commissioners – Cummins, Heinitz, Hennecke, Kirsten, Mattheis, Olson, and Chair Kiser

Absent: Planning Commissioners -- None

Also Present: Community Development Director Konradt Bartlam, Deputy City Attorney Janice Magdich, Assistant Planner Immanuel Bereket, and Administrative Secretary Kari Chadwick

2. MINUTES

“March 25, 2009”

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kirsten, Cummins second, approved the Minutes of March 25, 2009 as written. (Mattheis abstained because he was not in attendance of the subject meeting)

“April 8, 2009”

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kirsten, Heinitz second, approved the Minutes of April 8, 2009 as written. (Mattheis abstained because he was not in attendance of the subject meeting)

“April 22, 2009”

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kirsten, Mattheis second, approved the Minutes of April 22, 2009 as written. (Cummins, Heinitz, and Hennecke abstained because they were not in attendance of the subject meeting)

3. PUBLIC HEARINGS

- a) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Chair Kiser called for the public hearing to consider the request to amend a previously approved Use Permit 07-U-01 to increase the number of tables, expand the hours of operation and increase the number of legal cardroom games at 1800 S. Cherokee Lane. (Applicant: Chris Ray, on behalf of Wine Country Cardroom & Restaurant. File Number: 07-U-01.)

Assistant Planner Bereket gave a brief PowerPoint presentation based on the staff report.

Commissioner Heinitz disclosed that he met with the applicant and eats lunch in the restaurant about once a week, but has never gambled there.

Commissioner Kirsten disclosed that he met with the applicant regarding the project.

Commissioner Hennecke asked about the last condition requiring the parking to be complete within 120 days of approval. Mr. Bartlam stated that in this situation the establishment is open and operating legally already. What has occurred is there isn't enough parking to accommodate the current patrons and the City has chosen the 120 days because of the Cherokee Lane improvements as well as the parking improvements that will be necessary.

Vice Chair Cummins asked how many parking spaces are currently on site. Assistant Planner Bereket stated that there are 84 parking spaces. Commissioner Cummins stated that the applicant is trying to increase the parking by 60 stalls (40%). Director Bartlam stated that the original Use Permit based the parking on the restaurant occupancy and it has been discovered that that amount is inadequate. Cummins asked why a traffic study wasn't done. Director Bartlam stated that in this case it is a hindsight situation. The upgrades to the parking are being based on the current traffic flow not the anticipated traffic with the three new tables. Cummins asked if City Council has approved parts of this project. Bartlam stated that the City Council has approved the amendment to the Ordinance not the Use Permit.

Commissioner Mattheis asked why staff isn't tying the completion of the parking with the approval of the expansion. Director Bartlam stated that that is an option, but staff looked at it from a standpoint that there is already a deficiency. Mattheis stated that he has a problem with the displacement of the vehicles that are currently parking in the unfinished areas for whatever amount of time, 120 days according to the resolution, the upgrades take. He then asked if the parking surveillance will include the expanded area. Bartlam stated that it already does.

Commissioner Heinritz asked what the City's Development Standard is for the parking lot. Director Bartlam stated that there are a variety standards such as; an impervious surface, curb, gutter, sidewalks, lighting standards, etc.

Commissioner Mattheis asked about the storm water pretreatment. Director Bartlam stated that that is one of the Public Works requirements.

Chair Kiser asked if there will be any purple pipe. Director Bartlam stated that purple pipe is not a requirement at this time.

Commissioner Hennecke asked who owns the property to the south of the proposed project. Director Bartlam stated that neither the applicant nor owner of the property where the business is located own the parcel in question.

Hearing Opened to the Public

- Stephen Snider, spokesperson for applicant, came forward to address the Commission. He asked that the City work with the applicant in the timing of the improvements. He stated that the 120 days is going to be an ambitious undertaking. Mr. Snider stated that this establishment has proven itself to be a good neighbor and last year this project was brought before the Commission as an informational item with a positive update on what started out to be a controversial project.
- Chair Kiser asked if there will be an increase in the security. Mr. Snider stated that there is one security guard for every 100 guests and that will increase as needed.
- Commissioner Heinritz asked about the tax revenue to the City from this establishment. Mr. Snider stated that as of a couple of months ago it was at \$180,000. Heinritz asked about the job revenue. Mr. Snider stated that there are currently 60 employees and with three new tables it may increase by another 9 employees. Heinritz asked about the pay rate. Mr. Snider stated that the pay for the dealers is very good especially with tips.

*Continued*

- Commissioner Mattheis asked where the patrons will be parking while the construction is taking place. Mr. Snider stated that it will have to be done in phases with overflow parking on Cherokee. Mattheis asked how much of a burden would it be if this was not approved until the parking was completed. Mr. Snider stated that it would be a huge burden. Mattheis asked how many parking spaces are on Cherokee. Snider stated he was not sure.
- Commissioner Olson asked why the expanded hours are necessary for this type of business. Mr. Snider stated that at two in the morning they have to kick customers out. At eight in the morning you will get the night shift people that want to come in and wind down before going home and the restaurant will serve breakfast, so the establishment will not just be open for gambling only. Commissioner Olson stated that she is uncomfortable with the expanded hours. She asked if there is any evidence from other cities that shows that the extended hours are financially beneficial. Mr. Snider stated that they have not done that analysis, but are basing the need from their own customer base.
- Chair Kiser asked if the applicant plans to come back and ask to stay open 24 hours. Mr. Snider stated that there isn't any plan to do that.
- Commissioner Kirsten stated that he has spoken with members of the Police Department and they are quite impressed with the lack of problems from this establishment. Kirsten also added that he is impressed with the tract record, revenues, and jobs that are associated with this project.
- Commissioner Hennecke stated his concern over the parking and doesn't feel comfortable with the parking on Cherokee Lane. Mr. Snider stated that it is not the intention of the business to endanger any of the patrons. Hennecke asked if the condition of requiring the upgrades to be complete before the expansion is approved was placed on this project would that kill the project. Mr. Snider stated that he would have to have the financing agent take a look at that.
- Chair Kiser asked if it would be feasible for the applicant if there was a condition placed on the project that 1/3 of the parking needed to be complete before approval. Mr. Snider stated that he wasn't sure.
- Vice Chair Cummins stated that the business has done very well just playing Texas Hold'em and asked what new games are going to be played. Mr. Snider stated that the games that will be added will be three card poker and black jack. Cummins asked how this establishment is going to protect the customer from the seedier side of gambling like what has been experienced in Stockton at the Cameo Club. Mr. Snider stated that the Gaming Commission is very strict and if this establishment wants to keep its license it will continue to be proactive in keeping that element out of the area.
- Commissioner Olson stated that she would like to support the project, but would like to have a better compromise in the timing of the parking completion. Mr. Snider stated that the applicant will be working with the Planning Department.
- Chair Kiser asked how long it will take to convert the inside over for play. Mr. Snider stated that it will take some time because of the ordering of the materials and the permitting process.
- Commissioner Kirsten stated that he visited the site on a Thursday after lunch and asked if that was a peak time. Mr. Snider stated that there really is no way of knowing what the peak day and time is. Kirsten stated that during his visit it was pointed out that the overflow parking was being used by the employees. Mr. Snider stated that he is sure something can be done to alleviate the impact of the overflow parking issue while the construction is going on.
- Commissioner Mattheis suggested some alternative language be placed in the resolution regarding the parking once the hearing is closed to the public.

- Commissioner Hennecke agreed with Commissioner Mattheis and asked if there are any alternative off street parking areas that have been considered while the upgrades are being done in particular the property to the south of the proposed expansion. Mr. Snider stated that that property is owned by the same person that owns Lodi Honda and they have been very pleased with the Cardroom as a neighbor and he is sure something could be worked out.
- Ken Owens, founder of Christian Community Concerns, came forward to oppose the project. The three issues that he would like to address are: Gambling, the effects on Lodi, and the effect on the neighborhood in the immediate area. Mr. Owen stated some of the negatives related to gambling and read from the documents that were given to the Commission before the meeting tonight (attachment A of these minutes). He stated that this establishment has not been in business long enough to show the negative effects of gambling. The traffic and parking congestion is a major issue and will only get worse. Mr. Owen stated that the increase in the games and operational hours will continue to disrupt that neighborhood. The 9% of the revenue that this establishment is giving is over and above the amount that other businesses give which could lead to corruption. It has been said many times at Council meetings by one of the partners of this establishment that the City is its best partner.
- Commissioner Kirsten stated his appreciation for the added material from Mr. Owens and that the Commission is being asked to make judgment on the Land Use issues of the project not the moral issues.

Chair Kiser called for a brief recess.

Chair Kiser called the meeting back to order.

Public Portion of Hearing Closed

- Commissioner Heinitz stated his support for the project and agrees with Commissioner Mattheis in adding verbiage requiring the applicant to submit a parking plan for approval to the Community Development Director.
- Commissioner Mattheis stated his support for the project and suggested that the applicant submit a parking plan to the Community Development Director for approval and that some kind of verbiage should be added to the resolution to that affect.
- Vice Chair Cummins stated his disagreement with finding number three in the resolution and based on that finding can not support the project.
- Chair Kiser stated his support for the project.

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Heinitz, Mattheis second, approved the request of to amend a previously approved Use Permit 07-U-01 to increase the number of tables, expand the hours of operation and increase the number of legal cardroom games at 1800 S. Cherokee Lane subject to the conditions in the resolution with the added verbiage below:

Director Bartlam added to Condition #18: "in the interim and during the construction period the applicant shall submit a parking plan to the Community Development Department outlining the actions that will be taken to satisfy the parking demand during that time."

The motioned carried by the following vote:

Ayes: Commissioners – Heinitz, Hennecke, Kirsten, Olson, Mattheis, and Chair Kiser  
Noes: Commissioners – Cummins

*Continued*

4. PLANNING MATTERS/FOLLOW-UP ITEMS

- a) Construction of Alternative to Measure K Railroad Grade Separation Project.

Director Bartlam gave a brief report based on the memorandum in the packet.

Chair Kiser asked if this would be a part of the General Plan. Mr. Bartlam stated that it has been and will continue to be a part of the General Plan.

Commissioner Heinitz asked if there would need to be any disturbance to the residential homes on the northwest corner of this area. Mr. Bartlam stated that there would not be a need to disturb any of the homes in that subdivision because of the forethought of getting the right-of-way at the time that this subdivision was created. The only land disturbance that will be necessary will be to the south and the property owners are well aware of this need.

Commissioner Mattheis stated his support for the recommendation.

Commissioner Kirsten stated his support for the recommendation.

Hearing Opened to the Public

- None

Public Portion of Hearing Closed

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Mattheis, Heinitz second, approved the recommendation to the City Council supporting the replacement of Measure K funding for the Harney Lane Grade Separation Project. The motion carried by the following vote:

Ayes: Commissioners – Cummins, Heinitz, Hennecke, Kirsten, Olson, Mattheis, and Chair Kiser

Noes: Commissioners – None

5. ANNOUNCEMENTS AND CORRESPONDENCE

Vice Chair Cummins stated that the Planners Institute will be in Monterey in March 2010.

6. ACTIONS OF THE CITY COUNCIL

Director Bartlam stated that he was available to answer any questions regarding the summary memo in the packet. He went through a few of the highlights from the budget and how the reductions affect the Community Development Department and the Planning Commission.

7. GENERAL PLAN UPDATE/DEVELOPMENT CODE UPDATE

Director Bartlam stated that the policy documents are going through the administrative process and will come to the Planning Commission as the pieces become available.

8. ACTIONS OF THE SITE PLAN AND ARCHITECTURAL REVIEW COMMITTEE

None

9. ART IN PUBLIC PLACES

Kirsten gave a brief report regarding the meeting that took place today.

10. COMMENTS BY THE PUBLIC

None

*Continued*

11. COMMENTS BY STAFF AND COMMISSIONERS

None

12. ADJOURNMENT

There being no further business to come before the Planning Commission, the meeting was adjourned at 9:03 p.m.

ATTEST:

Konradt Bartlam  
Planning Commission Secretary

# WHO we are

Formed in 1994, the National Coalition AGAINST Legalized Gambling (NCALG) is a nationwide educational group. It informs citizens about the detrimental effects of legalized gambling on the economic, political, social and physical well being of individuals, the community and the nation. Because NCALG is an educational non-profit 501(c)(3) organization, contributions to NCALG are tax deductible.

## NATIONAL COALITION **ncalg** AGAINST LEGALIZED GAMBLING

The National Coalition AGAINST Gambling Expansion is the political action arm of NCALG. The two organizations share the same boards of directors and officers. NCAGE works at the national level and assists grass roots organizations to defeat the expansion of legalized gambling and to roll back legalized gambling.

Because it is a 501(c)(4) non-profit political action committee, contributions to NCAGE are NOT tax deductible. They are helpful, however, because they may be used to influence specific legislation and to encourage citizens to take action to influence voters and legislators.

## THE NATIONAL COALITION **NCAGE** AGAINST GAMBLING EXPANSION

### Isn't this a moral issue?

Over time, activities that damage a society, its culture, its economy, its families and its ability to survive come to be considered "immoral." It's a bit of a chicken and egg debate. Are activities bad because they're immoral, or are they immoral because they are bad? Consider this:

### Gambling

- ▶ Causes addiction
- ▶ Increases bankruptcy
- ▶ Increases crime
- ▶ Increases suicides
- ▶ Contributes to divorce
- ▶ Damages the economy
- ▶ Cannibalizes jobs
- ▶ Corrupts politics
- ▶ Stimulates illegal gambling

### It's a free country isn't it?

Important Constitutional duties of state and national government include protecting citizens from dangerous products, health risks, ponzi schemes, false advertising, bait and switch tactics and crime. Gambling fits all of those descriptions and worse. America criminalized gambling twice before in its history. The nation shouldn't have to learn the same lesson three times.

This brochure may be reproduced without written permission only in its entirety and without charges for free distribution by grass roots community organizations. You may download the printable file from [www.ncalg.org](http://www.ncalg.org) Look for the "Resources" area. You may also order printed copies. Call 800-664-2680 or visit the web site.

### NATIONAL COALITION AGAINST LEGALIZED GAMBLING

100 Maryland Avenue NE

Room 311

Washington, DC, 20002

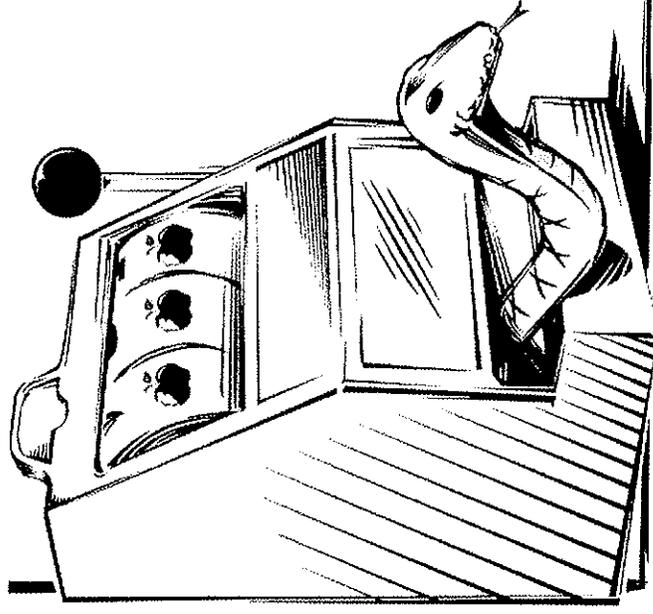
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800-664-2680

Brochure Rev. 9/20/04 by Carl Bechtold. Contact [carl@ncalg.org](mailto:carl@ncalg.org) with comments.

# Legalized Gambling

## THE INSIDE STORY



Facts every citizen  
should know before  
gambling comes  
to YOUR town

# WHY we care

## Gambling brings addiction

When gambling appears in a community, it brings a wave of addiction. In a mature gambling market, compulsive gambling typically seizes the lives of 1.5% to 2.5% of the adult population. That amounts to three to five times the number of people suffering from cancer.

**"Gambling is an addictive behavior, make no mistake about it . . . Gambling has all the properties of a psychoactive substance, and again, the reason is that it changes the neurochemistry of the brain."**<sup>1</sup>

The American Psychiatric Association says between 1% and 3% of the U.S. population is addicted to gambling, depending on location and demographics.<sup>2</sup> Youth have even higher addiction rates, between 4 and 8%.<sup>3</sup>

## Proximity and poverty matter

Addiction rates double within 50 miles of a casino.<sup>4</sup> Probable pathological gambling in Nevada in 2000 measured 3.5%. Other states ranged from 2.1% in North Dakota in 2000 to 4.9% in Mississippi in 1996.<sup>5</sup> A casino within 10 miles of a home yields a 90% increased risk of its occupants becoming pathological or problem gamblers. Neighborhood disadvantage increases that risk another 69%.<sup>6</sup> Slots and other gambling machines push susceptible players to the pathological level in an average of 1.08 years, vs. 3.58 years with more "conventional" forms of table and racetrack gambling.<sup>7</sup>

## Gambling doubles bankruptcy.

It takes three to five years for gamblers in a newly opened market to exhaust their resources. When addiction ripens in the market, so do the social costs. The most recent study of all the casino counties in the nation confirmed personal bankruptcy rates are 100% higher in counties with casinos than in counties without casinos.<sup>8</sup>

## Expect suicides.

A study of addicted gamblers revealed, "Between 20% and 30% of the respondents made actual suicide attempts. No other addictive population has had as high a prevalence for attempts."<sup>9</sup> Nevada has been the highest in the nation for suicides for 10 of the last 12 years.<sup>10</sup>

## Gambling increases crime

Desperate to "chase" and recover gambling losses, pathological gamblers often turn to crime. Fraud and embezzlement become common among formerly hard-working and highly trusted people. Violent crimes also increase. Three years after the introduction of casinos in Atlantic City, there was a tripling of total crimes. Per capita crime there jumped from 50th in the nation to first.<sup>11</sup> Comparing crime rates for murder, rape, robbery, aggravated assault, burglary and motor vehicle theft reveals Nevada is the most dangerous place to live in the United States.<sup>12</sup>

## Real costs for everyone

Gambling costs more than raising taxes, even for those who NEVER gamble! Each compulsive gambler costs the economy between \$14,006 and \$22,077 per year.<sup>13</sup> If 2% become addicted, that's \$280 to \$440 per year paid by every other citizen!

## Trading jobs kills development

Most casinos attract 80% or more of their market from a 35-50 mile radius. Casinos absorb existing entertainment, restaurant and hotel business, and deplete dollars available to other retail businesses. That destroys other jobs in the trade area and eliminates their sales, employment and property tax contributions.<sup>14</sup>

## Illegal gambling remains

Legalizing gambling does not reduce illegal gambling.<sup>15</sup> Legalized gambling may even increase illegal gambling because untaxed illegal operators may offer better odds, bigger payoffs and loans that legal operations cannot. Patrons in gambling states feel gambling is generally legal and they are less averse to gambling in unlicensed establishments. Law enforcement in gambling states see illegal gambling as a state revenue issue rather than a criminal activity, and may be less motivated to investigate.

**FOOTNOTES:** (For more complete information and citations, visit [www.ncalg.org](http://www.ncalg.org))  
<sup>1</sup> Steven Howard, Harvard University, addiction's development, quoted by Kristin M. Mangione and Debra L. Eisen, *Journal of Gambling Studies*, 17, 17-63  
<sup>2</sup> American Psychiatric Association, *DSM-IV*, 261f  
<sup>3</sup> Richard H. J. & Hill, W. J. (1988). Estimating prevalence of adolescent gambling: a quantitative synthesis and guide to the literature. *Journal of Gambling Studies*, 12, 193-216.  
<sup>4</sup> Richard Roubal, Ph.D., *Gambling and Problem Gambling: Nevada Report to the Nev. Dept. of Human Resources*, p. 14  
<sup>5</sup> Wain, John W., Wilcox, William F., Barnes, Gerald M., Latta, Joseph H., Reference cited in "The Relationship of Social and Geographic Factors to Gambling Behavior and Pathology", D. 19  
<sup>6</sup> Reiss, Robert B. and Zimmonson, Mark, "Social Costs of Problem Gambling in Michigan", *Gambling*, 2  
<sup>7</sup> Scherer, R. Keith, Thompson, William H., Johnson, Gary, "Beyond the Links of Addiction: Social Costs of Gambling in Southern Nevada", p. 4  
<sup>8</sup> <http://www.ncalg.org/>  
<sup>9</sup> Morgan Cahoon Press, "Determining the Value and Most Dangerous State Rankings", <http://www.ncalg.org/ncalg/ncalg.htm> and <http://www.ncalg.org/ncalg/ncalg.htm>  
<sup>10</sup> Griggs, Earl L., "Curbing the Costs and Crises, Right Gambling about gambling economies", p. 14  
<sup>11</sup> Griggs, Earl L., *Gambling in America: Costs and Benefits*, p. 55-62.  
<sup>12</sup> Ark Vash, Ph.D., Univ. Penn. "Cost in Excessive Summary Casinos in Florida: An analysis of the Economic and Social Impacts for the Florida Office of Planning and Budgeting"

# HOW you can help

Gambling expansionists spend hundreds of millions of dollars each year influencing lawmakers and voters. To counter their propaganda, we need to visit more communities, print more information and help more people. In short, we need contributions of time and money. Please be as generous as you can.

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City: \_\_\_\_\_  
ST \_\_\_\_\_ Zip \_\_\_\_\_  
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\_\_\_\_\_ Please send occasional bulletins and action alerts to my E-mail address.  
(You can opt out at any time!)  
\_\_\_\_\_ Please do NOT send E-mail.

My \$ \_\_\_\_\_ Donation is for  
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You may call NCALG with your credit card information:  
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You can donate or send comments online at

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**EXCERPTS FROM THE 2006 CALIFORNIA PROBLEM  
GAMBLING PREVALENCE SURVEY**

**CALIFORNIA DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS  
OFFICE OF PROBLEM AND PATHOLOGICAL GAMBLING**

**DATA COMPILED BY NATIONAL OPINION RESEARCH CENTER  
UNIVERSITY OF CHICAGO**

past-year, monthly and weekly gamblers (see Table 6) by the number of adult Californians who participated in these activities at different rates in the past year (see Table 3).

**Table 7: Comparing Gross Revenues and Estimated Losses by Gambling Venue**

	2004 Gross Revenues	2005 Estimated Losses
Casino	\$5.78 billion	\$9.1 billion
Lottery	\$1.4 billion	\$1.7 billion
Track/OTB	\$800 million	\$426 million
Cardroom	\$655 million	\$591 million

Table 7 shows that there is a distinct lack of fit between reported gross revenues for tribal casinos in California and estimated losses among casino patrons as well as for gross revenues and estimated losses among racetrack bettors. Conversely, the fit between reported gross revenues for the California Lottery and the cardrooms and estimated losses among lottery players and cardroom bettors is quite good.

There are at least two likely reasons for the lack of fit between reported revenues and estimated losses for tribal casinos and racetracks in California. One reason is the well-known tendency for survey respondents to over-state their expenditures on some gambling activities, particularly casino table games and pari-mutuel betting. Another reason is our inability—using survey methods—to account for sources of gambling revenues derived from out-of-state players and, separately, high-end players. A substantial fraction of gambling revenues, particularly from casino table games and some pari-mutuel betting pools, have historically been derived from a very small number of high-end players. Due to the amount of money that these individuals put into play at casinos (and to a lesser extent in other games), any denomination of gambling in monetary units based on survey data will likely be missing this component (Volberg, Gerstein et al, 2004).

## The Geography of Gambling in California

The relationship between increased access to legal gambling and the prevalence of at-risk, problem, and pathological gambling is important in light of the remarkable expansion of gambling throughout the U.S. and internationally over the last 25 years. Increased gambling opportunities create more problem and pathological gamblers by increasing the risk of exposure. As more people gamble, the risks are greater that individuals with specific vulnerabilities will gamble and develop problems related to their gambling. Major government reviews in the United States, Great Britain, Australia, and New Zealand have all concluded that increased gambling availability has led to an increase in

problem gambling and that future increases will generate additional problems (Abbott, 2001; Gambling Review Body, 2001; National Research Council, 1999; Productivity Commission, 1999).

One important goal of the California prevalence survey is to assess the distribution of gambling and problem gambling throughout the State in relation to geography. In this section, we examine the survey data in relation to gambling participation; we examine the data in relation to problem gambling in a later section (see *The Geography of Problem Gambling in California* on Page 66).

### **Data Sources and Analytic Approach**

**Respondent Data.** The California survey included a series of questions designed to permit exploration of the proximity issue. Most pertinent here, we obtained the ZIP code of the respondent's primary residence to provide information comparable to the addresses of gambling regions and venues. Additionally, we asked all respondents their impressions regarding the number of casinos, racetracks, cardrooms, lottery outlets, and bingo halls within 20 minutes drive of their residence and we asked past-year gamblers how much time it took for them to get to each facility in which they last placed a bet during the year.

**Regions of California.** The Department of Alcohol and Drug Programs recognizes 15 sections of California, with each section including about four counties. In view of the size of the survey sample, we aggregated these 15 sections into six geographically contiguous regions as shown in Figure 2 on the following page. The regions varied in population from approximately 10 million in Los Angeles County (the only region comprised of a single county) to approximately 3 million in Upper Southern California, most of them living along the coast from Ventura to Santa Barbara and in the western corners of Riverside and San Bernardino counties, adjacent to coastal Los Angeles and Orange.

There are substantial differences in the demographic characteristics of the survey respondents residing in the six regions in California. Respondents in the Central and Upper Southern regions are least likely to be male while respondents in the Northern region are most likely to be male. Respondents in the Central region are most likely to be under the age of 40 while those in the Northern region are most likely to be age 40 and over. Respondents in the Northern region are the most likely and those in the Bay Area and Los Angeles regions the least likely to have been born in the United States. Finally, respondents in the Northern region are the most likely to be non-Hispanic Whites; respondents in the Los Angeles and Central regions are the most likely while those in the Bay Area and Northern regions are the least likely to be Hispanic; respondents in the Los Angeles region are most likely to be African American and respondents in the Bay Area are far more likely to be Asian than respondents in every other region of the state—50% more likely than

This table shows that average past-year casino losses increase significantly across the low-risk, at-risk and problem gambling groups with losses among problem and pathological gamblers just over ten times higher than among low-risk gamblers. Losses on private wagering and the lottery show a similar trend, increasing significantly as gambling problems increase. Past-year losses on horse race betting are significantly higher among problem gamblers compared with low-risk and at-risk gamblers. Past-year cardroom losses are significantly higher among problem gamblers compared with low-risk gamblers but the differences between low-risk and at-risk gamblers, on the one hand, and at-risk and problem gamblers, on the other, are not statistically significant. The differences in past-year losses on Internet gambling across gambler types are not statistically significant and none of the pairwise comparisons are significant for past-year losses on bingo.

When past-year losses are summed across the various venues, problem and pathological gamblers ( $M = \$10831.80$ ,  $SE = 1124.59$ ) recall losing significantly more money than either at-risk gamblers ( $M = \$2590.72$ ,  $SE = 326.03$ ) or low-risk gamblers ( $M = \$918.22$ ,  $SE = 95.35$ ) and at-risk gamblers recall spending significantly more money than low-risk gamblers ( $F(2, 2670) = 210.85$ ,  $p < .001$ ).

### *Proportion of Losses by Problem Gambler Type*

We noted above that there is great interest among policymakers, regulators and other stakeholders in the question of the proportion of gambling revenues accounted for by problem and pathological gamblers. While there are difficulties in obtaining accurate information on gambling losses from survey respondents, it is possible to examine the proportion of reported losses accounted for by low-risk, at-risk and problem and pathological gamblers to obtain an approximation of how heavily different sectors of the legal gambling industry in California rely for revenues on problem and pathological gamblers.

Table 24 presents information about the proportion of losses accounted for by low-risk, at-risk and problem and pathological gamblers for the largest sectors of the gambling industry in California. This table shows that tribal casinos and cardrooms are the sectors of the gambling industry in California that rely most heavily on problem and pathological gamblers for revenues. As a group, problem and pathological gamblers account for over 50% of the losses reported by all of the respondents who gambled at a casino or cardroom in the past year. More generally, the data in this table indicate that problem and pathological gamblers account for much larger proportions of annual losses than their prevalence in the general population, or even among past-year participants in specific gambling activities, would suggest (see Table 14 on Page 63).

**Table 24: Proportion of Losses Accounted for by Low-Risk, At-Risk and Problem Gamblers**

	Total Estimated Losses	Low-Risk Gamblers %	At-Risk Gamblers %	Problem & Pathological Gamblers %	Sig.
Lottery	\$1.7 billion	51.4	16.6	32.0	<.001
Casino	\$9.1 billion	25.2	22.4	52.4	<.001
Track/OTB	\$426 million	48.9	9.2	41.9	.003
Cardrooms	\$591 million	17.2	28.1	54.7	.018

As we have noted elsewhere, there is evidence that all gamblers engage in a range of cognitive biases, including illusions of control, superstitions, erroneous beliefs, biased evaluation of outcomes, and distorted assumptions about randomness (Ladouceur & Walker, 1996). There is no scientific evidence at present to support the notion that problem gamblers' reporting errors are different from low-risk gamblers' reporting errors. However, if this were the case, then survey estimates of the proportion of losses for a particular game derived from problem gamblers or frequent players will be affected by these errors. Further research is needed to examine this issue in depth.

## Physical, Mental, and Emotional Correlates of Problem Gambling

### *Physical and Mental Health*

Table 25 presents differences between low-risk, at-risk and problem gamblers on several health-related dimensions. This table shows that problem gamblers are significantly more likely than at-risk or low-risk gamblers in California to identify their physical health status as poor or fair as opposed to good or excellent.

**Table 25: Differences in Physical and Mental Health by Problem Gambler Type**

	Low-Risk Gamblers (4982) %	At-Risk Gamblers (674) %	Problem & Pathological Gamblers (264) %	Sig.
General health poor to fair	20.5	26.5	36.2	<.001
Physical impairment	19.4	21.4	34.5	<.001
Mental impairment	4.0	5.3	11.6	<.001
Depression (past year)	12.2	20.3	37.0	<.001
Suicidal thoughts (ever)	7.9	13.1	19.7	<.001
Suicide attempt (ever)	2.3	4.5	8.0	<.001

Problem gamblers are also significantly more likely than at-risk or low-risk gamblers to acknowledge that they presently have a physical disability (including hearing problems, vision problems and mobility problems) or an emotional or mental disability. Finally, problem gamblers are significantly more likely than at-risk or low-risk gamblers to have experienced symptoms of major depression at some time in their lives and within the past 12 months and to have ever contemplated or attempted suicide.

### ***Tobacco, Alcohol and Illicit Drugs***

Table 26 presents information about tobacco, alcohol and illicit drug use among low-risk, at-risk and problem gamblers in California. This table shows that at-risk and problem gamblers in California are significantly more likely than low-risk gamblers to smoke cigarettes on a daily basis. The table also shows that past-year illicit drug use is significantly higher among at-risk and problem gamblers than among low-risk gamblers. Marijuana is the most frequently used illicit drug followed by tranquilizers, cocaine, other drugs (including club drugs, hallucinogens, opiates and inhalants) and methamphetamine. Past-year marijuana use is correlated generally with gambling-related problems and shows little variation in relation to problem level. Past-year tranquilizer, cocaine, methamphetamine and other illicit drug use is significantly higher among pathological gamblers compared with problem gamblers as is daily cigarette smoking (see Table XX in Appendix A).

**Table 26: Tobacco, Alcohol and Drug Use Among Low-Risk, At-Risk and Problem Gamblers**

	Low-Risk Gamblers (4982) %	At-Risk Gamblers (674) %	Problem & Pathological Gamblers (264) %	Sig.
<b>Tobacco and Alcohol Use</b>				
Daily cigarette use	12.3	25.9	29.0	<.001
Weekly alcohol use	18.3	21.2	15.4	.090
<b>Largest # drinks in 24 hours (past year)</b>				
Didn't drink in past year	31.4	28.3	37.9	<.001
1 - 2	44.8	26.5	32.9	
3 - 4	26.0	22.4	20.7	
5 - 7	15.6	21.3	19.5	
8 or more	13.7	29.8	25.8	
<b>Drug Use</b>				
Past year marijuana use	8.2	16.7	17.4	<.001
Past year tranquilizer use	1.5	3.3	5.8	<.001
Past year cocaine use	1.0	2.7	3.4	<.001
Past year other drugs	1.0	1.3	4.2	<.001
Past year methamphetamine use	0.7	1.9	4.6	<.001

Given the abundance of research demonstrating a link between alcohol misuse and gambling-related problems, it is surprising that the relationship between weekly alcohol *consumption* and gambling-related problems in California is not statistically significant. An even more surprising finding is that problem gamblers in California are the least likely respondents to have consumed *any* alcoholic beverages in the past year. Despite significantly lower rates of past-year alcohol consumption, the lifetime rate of help-seeking for an alcohol or drug problem is significantly higher among problem gamblers than among low-risk or at-risk gamblers. Among respondents who had consumed alcohol in the past year, 4% of low-risk gamblers and 7% of at-risk gamblers have ever sought help for problems related to their drinking or drug use compared with 10% of problem gamblers and 23% of pathological gamblers ( $p < .001$ ).

### ***Family, Indebtedness and Criminal Justice Impacts***

Table 27 shows differences in the impacts of problematic gambling on family, indebtedness and the criminal justice system among low-risk, at-risk and problem gamblers in California. This table shows that problem gamblers in California are significantly more likely than low-risk or at-risk gamblers to have been troubled in the past year by the gambling involvement of someone they know. Respondents who have been concerned about the gambling of someone with whom they do not live are most likely to have been concerned about a friend or acquaintance (59%), followed by immediate family members (18%, primarily siblings and parents) and extended family members (15%). This table also shows that problem gamblers in California are significantly more likely than low-risk or at-risk gamblers to have been troubled by the gambling of someone they lived with in the past year. Respondents concerned about the gambling of someone they live with are most likely to have been concerned about a spouse or domestic partner (36%), followed by immediate family members (24%) and friends or acquaintances (23%). While low-risk and at-risk gamblers are most likely to have been concerned about a spouse or domestic partner, problem gamblers are most likely to have been concerned about a friend or family member.

In a further indication of the impact of problem gambling on families, respondents who answered the problem gambling questions in the survey were queried at the end of this section about whether they had ever argued with a family member about their gambling to the point where it became emotionally harmful. When asked if they had ever argued with a family member about their gambling, 2% of at-risk gamblers, 10% of problem gamblers and 29% of pathological gamblers replied that they had argued about their gambling to the point where it became emotionally harmful.

**Table 27: Differences in Family, Financial and Criminal Justice Impacts by Problem Gambler Type**

	Low-Risk Gamblers (4982) %	At-Risk Gamblers (674) %	Problem & Pathological Gamblers (264) %	Sig.
Troubled by someone else's gambling	12.0	15.0	30.3	<.001
Troubled by gambling of s'one you live with	2.4	3.6	8.0	<.001
Household debt				
None	19.4	16.3	26.8	<.001
Less than \$10,000	18.8	25.1	17.7	
\$10,000 - \$200,000	33.8	33.6	33.3	
\$200,000 or more	28.0	25.1	22.1	
Don't know or refused	16.1	11.2	6.9	
Ever filed for bankruptcy	7.9	9.0	11.3	.105
Ever arrested	13.5	25.0	35.1	<.001
Ever incarcerated	6.3	11.1	20.5	<.001

This table also shows that there are significant differences among low-risk, at-risk and problem gamblers in California with regard to amounts of household debt, including car loans, student loans, credit card debt, mortgages and other loans. However, the difference is only significant because low-risk gamblers are much more likely to claim that they do not know the extent of their indebtedness or refuse to answer the question while problem gamblers are much more likely to say that they do not have any household debt. In contrast to similar surveys in other jurisdictions, there is no significant difference in rates of bankruptcy among low-risk, at-risk and problem gamblers.

Finally, this table shows that problem gamblers in California are significantly more likely than low-risk or at-risk gamblers to have ever been arrested and incarcerated. As Table A-29 in Appendix A shows, pathological gamblers, in turn, are significantly more likely than problem gamblers to have ever been arrested and ever incarcerated, suggesting that the magnitude of criminal justice impacts increases with problematic gambling status.

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE ALTERNATIVE TO MEASURE K RAILROAD GRADE  
SEPARATION PROJECT

=====

WHEREAS, in 1992 the Measure K Strategic Plan identified 14 railroad grade separation projects and were prioritized based on criteria developed by the Council of Governments (COG); and

WHEREAS, the only Lodi project identified was Lodi Avenue at the Union Pacific right-of-way; and

WHEREAS, in 1997, the City Council of the City of Lodi decided to not pursue the grade separation project due to impacts related to the downtown area and the relative high cost of the project; and

WHEREAS, the Council of Governments (COG) has requested that the City reaffirm its position relative to Lodi Avenue as there is potential to accelerate the construction of a project in Lodi; and

WHEREAS, city staff have reviewed the issues surrounding the City Council decision in 1997 and feel the same reasons apply today; and

WHEREAS, city staff has asked COG to review the Harney Lane crossing as an alternative as those issues do not exist at Harney Lane; and

WHEREAS, the right-of-way has already been obtained on the north side of Harney Lane along with the right-of-way in the southeast quadrant being anticipated as part of the Reynolds ranch project; and

WHEREAS, the Planning Commission reviewed this item at their meeting on May 27, 2009 and has recommended that the City Council adopt the alternative as Harney Lane.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the Harney Lane Measure K Railroad Grade Separation Project.

Dated: June 17, 2009

=====

I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, 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 \$169,800 in Public Benefit Program Funds for Five Programs and to Execute Contracts with Five Entities to Assist in Managing Programs (EUD)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to allocate \$169,800 from the Lodi Public Benefits Program fund for five programs, and to execute contracts with five entities to assist in managing these various programs.

**BACKGROUND INFORMATION:** Under California law, all electric service providers in the state must maintain a Public Benefits Program, incorporating four major elements: 1) assistance for low-income customers, 2) renewable energy resources and technologies, 3) demand-side management/energy efficiency, and 4) energy research.

For Fiscal Year 2009/10, Electric Utility staff recommends the City Council approve the following five Public Benefits programs and projects to meet the state requirements:

- 1) Resource Action Programs of Modesto to assist in implementing the Lodi LivingWise Program (\$20,000).
- 2) The Rachus Institute of Martinez to assist in implementing the Lodi Solar Schoolhouse Project (\$10,000).
- 3) APOGEE Interactive to provide on-line services for the Lodi Energy Audit Program (\$19,800).
- 4) The Lodi Salvation Army to assist in administering Lodi CARE Package Program (\$50,000, including \$7,000 administrative expense).
- 5) San Joaquin County Human Services Agency to administer the Lodi Low-Income Refrigerator Trade-In Program (\$70,000).

**Lodi LivingWise Program (\$20,000):** Some 2,900 Lodi students and their families have participated in this program since 2003. The program provides students and educators at Lodi area schools with a useful tool that demonstrates energy and water conservation. Students receive energy efficiency kits and Resource Action Programs produces a school-by-school report of efficiency savings.

For the 2009-2010 school year, Lodi Electric Utility staff is once again proposing to provide 417 energy and water conservation kits to sixth-grade students throughout Lodi. Each kit contains a compact fluorescent lamp, an Electro luminescent (energy efficient) Night Light, a low-flow showerhead, faucet aerators, a water leak test for toilets, tips on energy/water conservation, specific ways to weatherize/insulate the home, and more. Once the kits are delivered to the classroom, and the teacher

APPROVED: \_\_\_\_\_  
Blair King, City Manager

has received their training packet, students are instructed on how/why to implement the contents of the kit at their home. After the students have installed the contents of their kit at home, an assessment is produced by Resource Action Programs staff to determine projected energy and water savings associated with the installation of the various energy/water conservation measures.

**Lodi Solar Schoolhouse Project (\$10,000):** Since 2002, more than 1,500 Lodi students have been involved in one aspect or another of this project. The Lodi Solar Schoolhouse Project is aimed at educating students in grades 3 through 12 regarding the importance of renewable energy resources, like the sun and wind, and the critical role these energy resources will most likely have on their future.

The Lodi Solar Schoolhouse Project will have several key elements, including: 2nd Annual Solar Schoolhouse Discovery Day, the Solar Schoolhouse Summer Institute (provides funding for two Lodi educators to attend a week-long renewable energy resource training camp), presentations on clean energy at the Lodi Energy Smart Workshop events, and delivery of the DVD/book entitled 'Teaching Solar' to area educators. In addition, The Rarus Institute staff will provide in-classroom presentations where requested, as well as ongoing consulting services to Lodi Electric Utility staff regarding solar and wind energy issues.

**Lodi On-Line Energy Audit Program (\$19,800):** Lodi Electric Utility offers both onsite and online energy audits for residential customers (onsite audits are also provided for small and medium-sized commercial customers). The online service, known as the HomeEnergySuite, is provided by the firm APOGEE Interactive. The online tool – available at [www.lodielectric.com](http://www.lodielectric.com) – provides customers access to lighting and appliance calculators to help them understand where their energy dollars are going, an educational 'Kids Korner' and an energy conservation reference library. About 50 to 75 customers per month utilize this free service. New for FY 2009/10 is a small business online energy audit program.

**Lodi CARE Package Program (\$50,000):** Since late 2004, the City of Lodi has provided 939 grants to help Lodi families pay their monthly utility bills. Only those customers who earn 20 percent less than the maximum Lodi SHARE (low-income discount program) guidelines are eligible. The Lodi CARE Package Program will provide a relief payment of up to \$125 every six months for eligible customers.

Overall, Lodi Electric Utility will provide \$43,000 in relief payments for the electricity portion of qualifying customers' bills in FY 2009/10. This program is managed by the Lodi Salvation Army, which charges \$20 per customer assessment, with an annual maximum of \$7,000. Exhibits A and B provide guidelines and benefits. In addition, Waste Management is providing \$5,000 in relief payments to eligible customers for the solid waste portion of their bills. Maximum payment is \$25 per customer every six months.

**Lodi Low-Income Refrigerator Trade-In Program (\$70,000):** This is a new program for FY 2009/10. The Public Benefit Program funds are earmarked for the purchase and installation of high-efficiency (EnergyStar) refrigerators for low-income residential families in Lodi. Trained staff from the San Joaquin County Human Services Agency will provide various in-home energy conservation weatherization services, and determine if the family qualifies for a new, energy-efficient refrigerator. Approximately 85 energy-efficient refrigerators will be available for those families identified through this program during FY 2009/10. The weatherization services provided by the San Joaquin County HSA include the installation of attic insulation, door sweeps, weather-stripping, and other materials as needed to ensure the conservation of energy year-round. These services are provided at no cost to the customer.

Four of these entities have provided excellent service to the City of Lodi, while the fifth (San Joaquin County Human Services Agency) has performed low-income weatherization services for numerous years. As a result, the Electric Utility Department requests the Lodi City Council authorize the City Manager to execute professional service contracts with these entities for FY 2009/10.

**FUNDING:** 164605 – Public Benefits (Demand-side Management) - \$39,800  
164606 – Public Benefits (Low-Income Customer Assistance) - \$70,000  
164608 – Public Benefits (Renewable Energy Resources) - \$ 10,000  
164609 – Public Benefits (Lodi CARE Package Program) - \$50,000

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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George F. Morrow  
Electric Utility Director

Prepared By: Rob Lechner, Manager, Customer Service and Programs

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING PUBLIC BENEFIT PROGRAMS, AND  
FURTHER AUTHORIZING THE CITY MANAGER TO  
EXECUTE NECESSARY PROFESSIONAL SERVICES  
AGREEMENTS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the following Public Benefit Programs and as shown on the project descriptions marked Exhibit A attached hereto:

- 1) Lodi LivingWise Program - \$20,000.00
- 2) Lodi Solar Schoolhouse Project - \$10,000.00
- 3) Lodi On-Line Energy Audit Program - \$19,800.00
- 4) Lodi CARE Package Program - \$50,000.00
- 5) Lodi Low-Income Refrigerator Trade-In Program - \$70,000.00

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute professional services agreements required for each Public Benefit Program as outlined in Exhibit A attached.

Dated: June 17, 2009

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I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, by the following Vote:

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

RANDI JOHL  
City Clerk

2009-\_\_\_\_\_

## EXHIBIT A

**1. Lodi LivingWise Program:** Some 2,900 Lodi students and their families have participated in this program since 2003. The program provides students and educators at Lodi area schools with a useful tool that demonstrates energy and water conservation. The budget for the 2009-2010 school year (Lodi fiscal year) is \$20,000. The funds allocated are paid to Resource Action Programs of Modesto, California. This firm provides the energy efficiency kits (please see next paragraph) to the classrooms, schedules delivery of said kits to meet the individual teacher timeframes and produces a school-by-school report of efficiency savings once the program year is complete.

For the 2009-2010 school year, Lodi Electric Utility staff is once again proposing to provide 417 energy and water conservation kits to 6<sup>th</sup> grade students throughout Lodi. Each kit contains a compact fluorescent lamp, an Electro luminescent (energy efficient) Night Light, a low-flow showerhead, faucet aerators, a water leak test for toilets, tips on energy/water conservation, specific ways to weatherize/insulate the home, and more. Once the kits are delivered to the classroom, and the teacher has received their training packet, students are instructed on how/why to implement the contents of the kit at their home. There are pre-installation and post-installation course discussions that are provided to the instructors to ensure that the students are fully engaged in the project. After the students have installed the contents of their kit at home, an assessment is produced by Resource Action Programs staff to determine projected energy and water savings associated with the installation of the various energy/water conservation measures. To “kick-off” the project, an Electric Utility staff member will attempt to visit each classroom to reinforce the significance of the project and discuss the importance of energy/water conservation.

While the project educates students on the importance of energy/water conservation, it also complements the energy education curriculum mandated by the State of California for all 4<sup>th</sup> through 6<sup>th</sup> grade students. Teacher feedback continues to indicate that our program is an excellent “fit” for portions of their math, science and or energy education curriculum. The *Lodi LivingWise Program* was implemented in fifteen (15) sixth-grade classrooms throughout the community during the 2008-2009 school year. The budget and contract with Resource Action Programs is \$20,000.

**2. Lodi Solar Schoolhouse Project:** Since 2002, over 1,500 Lodi students have been involved in one aspect or another of this project. The *Lodi Solar Schoolhouse Project* is aimed at educating students in grades 3<sup>rd</sup> through 12<sup>th</sup> regarding the importance of renewable energy resources, like the sun and wind, and the critical role these energy resources will most likely have on their future.

To assist in implementing this program, Electric Utility staff will again utilize the professional services of The Rarus Institute, a not-for-profit organization based in Martinez, California. For the 2009-2010 school year (and Lodi fiscal year), the *Lodi Solar Schoolhouse Project* will have several key elements, including: 2nd Annual Solar Schoolhouse Discovery Day, the Solar Schoolhouse Summer Institute (provides funding

for two Lodi educators to attend a week-long renewable energy resource training camp), presentations on clean energy at the Lodi Energy Smart Workshop events, and delivery of the DVD/book entitled 'Teaching Solar' to area educators. In addition, The Rahus Institute staff will provide in-classroom presentations where requested, as well as ongoing consulting services to Lodi Electric Utility staff regarding solar and wind energy issues. The budget and contract with The Rahus Institute for this program is \$10,000.

As is the case with the *Lodi LivingWise Program*, the *Lodi Solar Schoolhouse Project* complements the energy education curriculum mandated by the State of California, allowing numerous Lodi educators to fulfill this educational requirement.

**3. Lodi On-Line Energy Audit Program:** Lodi Electric Utility offers both on-site and on-line energy audits for residential customers (on-site audits are also provided for small and medium-sized commercial customers). The on-line service, known as the HomeEnergySuite, is provided by the firm APOGEE Interactive. The on-line tool provides customers with the ability to determine how their monthly energy dollars are expended. The tool also provides access to lighting and appliance calculators, an educational 'Kids Korner' and an energy conservation reference library. On average, fifty to seventy-five customers per month utilize this free service. The contract with APOGEE Interactive for the 2009-2010 fiscal year is in the amount of \$19,800. In addition to maintaining the database/on-line tool, APOGEE Interactive also provides monthly updates on customer "hits" (how many customers are utilizing the service) and continually updates the energy conservation reference library with new and emerging energy technologies. New for the 2009-2010 fiscal year is the addition of a small business on-line energy audit program, which will allow customers to identify energy use patterns via the computer, similar to the aforementioned residential on-line audit program.

**4. Lodi CARE Package Program:** Since late 2004, the City of Lodi has provided a special grant program designed to assist Lodi families in paying their monthly utility bill. To qualify for a grant, a customer must earn *less* than the published federal income guidelines. Specifically, the Lodi CARE Package Program will provide a relief payment of up to \$125.00\* for eligible families/customers. Other program specifics include:

- a customer in need will be interviewed by staff of the Lodi Salvation Army at the Lockeford Street facility; the family/customer must meet eligibility requirements, as listed on 'Attachment A/B;'
- if approved for a relief payment, the Salvation Army will notify the City of Lodi Finance Department of eligible customer name, and the exact amount of the relief payment;
- the Salvation Army will also notify the City of Lodi Electric Utility Department of approved customers; these customers will automatically be enrolled in the Lodi Energy Audit Program and receive a free in-home energy audit;
- customers are eligible to receive a maximum grant amount of \$125.00 every six months;

- a set of income guidelines has been developed for this program, and will be utilized as part of the assessment process conducted by the Salvation Army (please see ‘Attachment B’);
- in order to receive the maximum relief payment of \$125.00, a customer must have no past due amounts owed to the City of Lodi, and must be able to pay the remaining portion of their current City of Lodi utility statement (the water and wastewater charges).

The following two entities are providing the funds available for the relief payments:

- City of Lodi Electric Utility - \$50,000 total; of this amount, \$43,000 is earmarked for relief payments to the customers in need. The \$43,000 is ONLY for payment of the electric utility component of customer bills. *\$7,000 is earmarked as the payment due to the Salvation Army for their assessment services.*
- WM® Waste Management - \$5,000 total; these funds will be designated solely for the purpose of paying the refuse component of a customer’s bill (maximum payment is \$25.00 per customer; one such payment every six months).

Since the program’s inception, 939 Lodi customers have participated in the program and received a grant payment. The intent of the Lodi CARE Package Program is to assist those customers – currently living on wages 20 percent below the published federal income guidelines – in paying their monthly City of Lodi utility bill, particularly when the customer is facing a difficult period. The program is a “safety net” of sorts for customers experiencing a particularly difficult or unexpected financial hardship.

In order to adequately qualify customers for a relief payment, Lodi Electric Utility will again utilize the Lodi Salvation Army (S.A.) to serve as the day-to-day administrator of the program. The S.A. will charge the City of Lodi a fee of \$20.00 per customer assessment (not to exceed \$7,000.00 during the 2009-2010 fiscal year). The S.A. has provided the same assessment services for this program since late 2004.

\*This relief payment was derived by assessing the average bill of a utility customer currently receiving a rate discount as part of the Lodi SHARE Program (the SHARE rate discount provides eligible customers with a monthly 30% rate discount on their City of Lodi electric bill). Two months were used as part of the assessment (July and November 2008). Of these two months, the average July utility bill for electric only was \$90.00, while the average November utility bill for electric only was \$55.00. Based upon this assessment, it was determined that the electric utility component of the relief payment be capped at \$100.00. Also during this aforementioned assessment process, it was determined that the average refuse component of a City of Lodi utility statement is \$22.00 (hence, a cap of \$25.00 is recommended as the refuse component of the relief payment). The two relief components, electric and refuse, then equal a maximum grant of \$125 per eligible customer.

\*\*The S.A. was selected to serve as the screening agent for this program for two reasons: 1) their experience and expertise in providing services of a similar nature for other entities (PG & E, San Joaquin County); and 2) the S.A. has served successfully as the administrator of the “Lodi C.A.R.E. Package Program” since 2005 – this is a utility grant payment program funded through Lodi’s Public Benefits Program.

**5. Lodi Low-Income Refrigerator Trade-In Program:** This is a new program for the 2009-2010 fiscal year, with a budget and contract for services of \$70,000 with the San Joaquin County Human Services Agency (HAS). Specifically, the Public Benefit Program funds earmarked are for the purchase and installation of high efficiency (EnergyStar®) refrigerators for low-income residential families in Lodi. While trained staff from the San Joaquin County HAS provide various in-home energy conservation weatherization services, they will also determine if the family is in need (qualifies) for a new, energy efficient refrigerator. Approximately 85 energy efficient refrigerators will be available for those families identified through this program during the 2009-2010 fiscal year. Note: the weatherization services provided by the San Joaquin County HSA include the installation of attic insulation, door sweeps, weather-stripping, and other materials as needed to ensure the conservation of energy year-round. These services are provided at no cost to the customer.

## Lodi C.A.R.E. Package

### EXHIBIT "A"

#### Eligibility Requirements:

- must meet income guidelines as established in Exhibit "B;"
- customer has *not* received assistance through the Lodi CARE Package Program in the past six (6) months;
- customer must present (in person) appropriate documentation of the following in order to qualify for a relief payment-
  - current City of Lodi utility statement;
  - ID/Social Security Cards for ALL members of the household, and driver's license or California ID card of the person listed on the utility account;
  - proof of current income (i.e.: pay stub, grant letter, etc.)- handwritten notes are *not* acceptable;
  - copy of rental agreement (if applicable);
  - proof of unexpected expenses (within the last sixty days), resulting in the inability to or hardship in paying City of Lodi utility account;
  - City of Lodi receipt for customer's co-payment, if applicable/necessary;
- customer must consent to a free, in-home energy audit, once their relief payment has been approved;
- the available grant is for up to \$125, which **only** pays for the electric utility component and the refuse component of the customer's City of Lodi utility bill; customer is required to demonstrate ability to pay for all other fixed charges (water, wastewater, sewer) on their City of Lodi utility bill PRIOR to grant payment being authorized by the Salvation Army;
- contact the Lodi Salvation Army to determine eligibility; the number is 369-5896.

## Lodi CARE Package

### EXHIBIT "B"

#### Benefit Levels:

- \$125.00 per eligible customer service address/account; of this amount, up to \$100 is for the electric utility component, and up to \$25 is for the refuse component of the utility statement;
- one relief payment in a six-month period; no more than two (2) relief payments in 12 months.

#### Lodi CARE Package Income Levels:

> 1-2	persons in household	\$17,600 (maximum)
> 3	persons in household	\$20,720 ( " " )
> 4	persons in household	\$24,880 ( " " )
>	Each additional member	\$ 6,240

(NOTE: the income guidelines listed above are 20% *less* than the income guidelines utilized for the Lodi SHARE Discount Program.)



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Avenue Reconstruction Project and Adopt Resolution Approving Mitigated Negative Declaration 09-01

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve plans and specifications for the Lodi Avenue Reconstruction project from Union Pacific Road (UPRR) to Cherokee Lane (Exhibit A), authorize advertising for bids, and adopt a resolution approving Mitigated Negative Declaration 09-01 as adequate environmental documentation for the proposed project.

**BACKGROUND INFORMATION:** This project consists of removing the existing rails in Lodi Avenue, reconstruct the pavement with 11,780 tons of asphalt concrete, installing 10,600 square feet of concrete flatworks, relocating and installing decorative street lights, installing landscape elements, and other incidental and related work, all as shown on the plans and specifications for the project.

This section of Lodi Avenue is designed under the East Lodi Design Guidelines prepared by MIG, Inc., and approved by the City Council on July 2, 2008. In 2007 and 2008, City staff worked with MIG on organizing and facilitating several steering committee meetings, a walking tour, two community workshops, design guidelines, and preliminary design alternatives for the Lodi Avenue Project.

The outcome from the public participation provides a project with bulbouts and stamped concrete installed at the intersections of Lodi Avenue and Central Avenue, Lodi Avenue and Washington Street, and Lodi Avenue and Garfield Street. Decorative streetlights will be installed at the back of the sidewalk. A new driveway to the K-Mart shopping center will be installed on Lodi Avenue east of Cherokee Lane. In addition, colored crosswalks will be installed on Lodi Avenue. Landscaping, trees, benches, and sidewalk artwork will be installed at various locations on Lodi Avenue.

The sidewalk artwork is part of the Art in Public Places 2009 Sidewalk Medallion Community Art Project including approximately 24 mosaic medallions. Community members entered an art contest and 24 mosaic medallions were selected. Community members handcrafted the mosaic medallions at weekly workshops held at Hutchins Street Square. The City of Lodi also awarded an Art in Public Places contract to a local artist to provide artwork on the corner of Lodi Avenue and Washington Street. The artist attended the Lodi Avenue project workshops to gather community input for the art design, which is a pergola with a copper roof and grape vines entwined to create a functional structure, providing a resting area for pedestrians.

The Community Development Department has conducted an Initial Study to determine if the project has any potential for significant environmental impacts in compliance with the California Environmental

APPROVED: \_\_\_\_\_  
Blair King, City Manager

Quality Act of 1970 (CEQA). Based on the Initial Study, it was determined that the project would not have any significant impacts that could not be mitigated to a less than significant level. Based on that determination, the Community Development Department is recommending that the City Council adopt a resolution approving Mitigated Negative Declaration 09-01 (Exhibit B) for the project. All notifications and review periods required by CEQA have been completed.

The Public Works Department recommends that Council approve the plans and specifications and authorize advertisement for bids for the project.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is July 22, 2009.

**FISCAL IMPACT:** The estimate project cost is \$3,669,000. There will be a slight increase in the long-term maintenance of the decorative streetlights, landscape and streetscape and a short-term decrease in street maintenance costs.

**FUNDING AVAILABLE:** Funding for this project will be from Measure K (Smart Growth), Prop 1B, ARRA (TE), RSTP and various utility funds.

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F. Wally Sandelin  
Public Works Director

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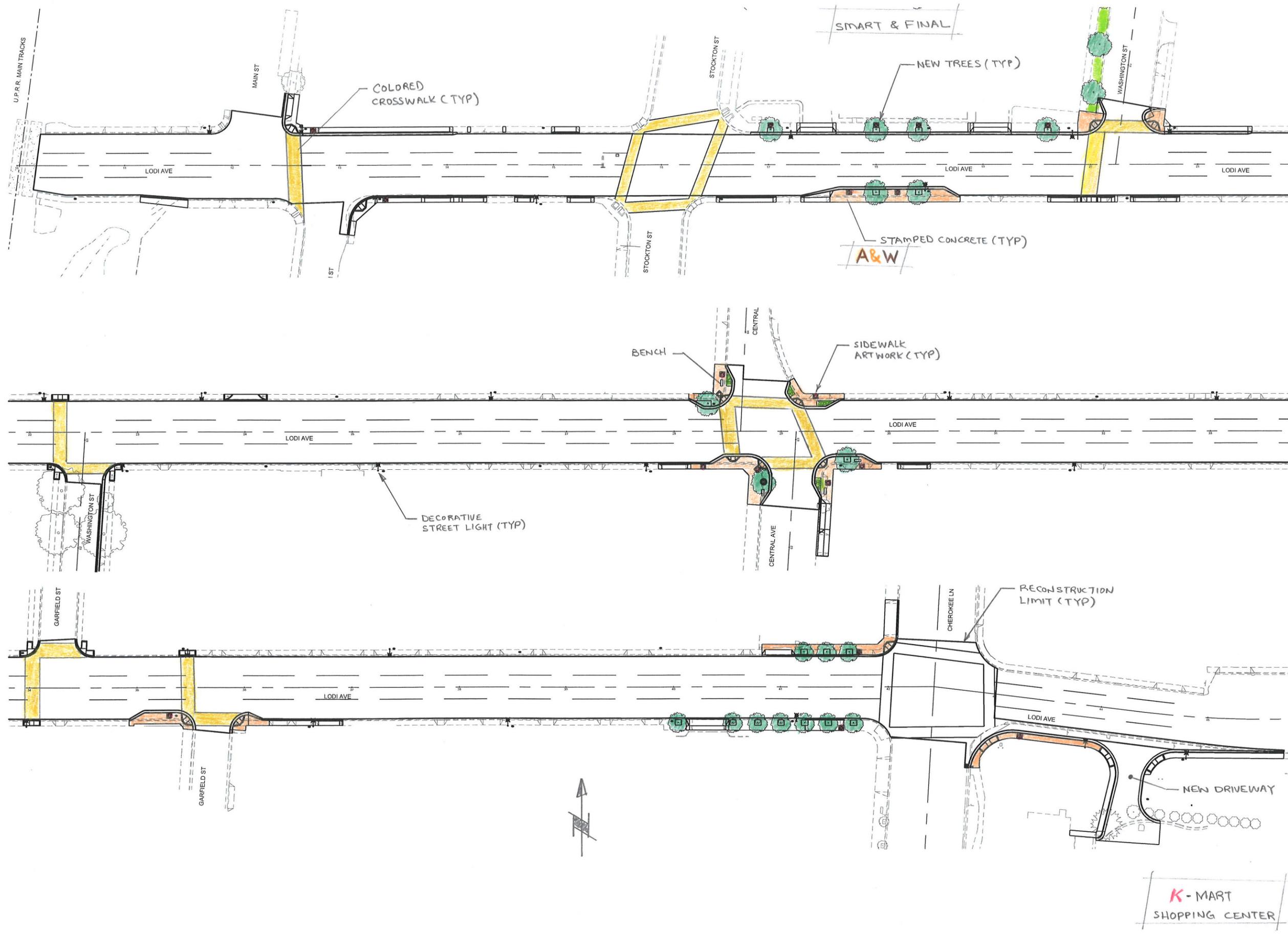
Rad Bartlam  
Community Development Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachments

cc: Community Development Director  
Senior Civil Engineer, Chang  
Purchasing Officer



	
<b>CITY OF LODI</b> PUBLIC WORKS DEPARTMENT 221 WEST PINE STREET LODI, CALIFORNIA 95240 PHONE (209) 333-6706 FAX (209) 333-6710 E-MAIL: <a href="mailto:pubwrk@lodigov">pubwrk@lodigov</a> WEB SITE: <a href="http://www.lodi.gov">www.lodi.gov</a>	
<b>LODI AVE - CHEROKEE LN</b> <b>PROJECT LAYOUT PLAN</b> <b>EXHIBIT A</b>	
PROJECT NUMBER: 008D015 PROJECT NAME: Lodi Ave PROJECT DATE: 06/03/2009	CHECKED BY: JP APPROVED BY: [Signature] PUBLIC WORKS DIRECTOR: [Signature]
REVISION NO. 1 DATE BY:	PRINT DATE: [Blank] PLAN SET: OF 27 SHEET NO: C

**NEGATIVE DECLARATION**

Notice is hereby given that the City of Lodi Planning Department has determined that the following proposal will have no "Significant Impact on the Environment". Supporting documentation is available in the form of a "Preliminary Environmental Assessment" and is available for public review in the Planning Department Office, City Hall Building, 221 W. Pine Street. Anyone wishing to appeal the issuance of this Declaration to the Planning Commission may do so no later than the date indicated as "Last date to Appeal".

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Date: December 10, 2008      Project Title: Lodi Avenue Reconstruction Project

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Responsible Agency: Lodi Planning Department      Contact Person: David Morimoto

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NAME OF PERSON, FIRM, OR AGENCY UNDERTAKING PROJECT:

City of Lodi Public Works Department (Paula Fernandez – Transportation Manager)

Address: 221 West Pine Street      City: Lodi      County: San Joaquin

Phone: (209) 333-6800 Ext. 2667

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PROJECT DESCRIPTION OF NATURE, PURPOSE, AND LOCATION

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Project Location City  
LODI

Project Location County  
SAN JOAQUIN COUNTY

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Last Date to Appeal: January 16, 2009

Address Where Preliminary Environmental Assessment is Available:

LODI CITY PLANNING DEPT.

221 W. Pine St., Lodi, CA 95240

Phone: (209)333-6711

1. **Project Title: Lodi Avenue Reconstruction Project**
2. **Lead Agency Name and Address:**  
City of Lodi Public Works Department  
221 West Pine Street  
Lodi, CA 95240
3. **Contact Person and Phone Number:** Environmental document-David Morimoto, 209-333-6711; Project design and construction-Paula Fernandez, 209-333-6800 Ext 2667.
4. **Project Location:** The project is located in the eastside of Lodi on Lodi Avenue between the Union Pacific Railroad Tracks and Cherokee Lane, Lodi, CA
5. **Project Sponsor's Name and Address:** City of Lodi Public Works Department, 221 W. Pine Street, Lodi CA 95240
6. **General Plan Designation:** The parcels fronting on both sides of Lodi Avenue have a GP designation of Commercial, Light Industrial and Heavy Industrial. Surrounding the commercial areas are Low Density residential designated areas.
7. **Zoning:** The parcels fronting on both sides of Lodi Avenue have a zoning of C-2, general commercial; M-1, Light Commercial and M-2, Heavy Commercial. Surrounding the commercial areas are residential areas zoned RE-1, Residential-Eastside, single family.
8. **Description of Project:**

The project consists of reconstructing an existing four lane street. Most work will be done within the existing right-of-way except for some minor street widening on Lodi Ave. east of Cherokee Lane. Part of the work will involve the removal of unused railroad tracks that are located in the middle of the street. The tracks have been temporarily covered over with asphalt to provide a smooth driving surface. The tracks will be completely removed. Other work will include modifying three signalized intersections (Lodi Avenue/Stockton Street; Lodi Avenue/Central Avenue; and Lodi Avenue/Cherokee Lane); constructing bulb outs at some intersections; some new landscaping; pedestrian safety treatments; handicapped accessible ramps; handicapped accessible driveways; street lighting and installing street furniture including seating.

The proposed work will not increase traffic capacities or volumes on the street. The proposed project is intended to improve the surface quality of the roadway; enhance safety for both vehicles and pedestrians; and improve the aesthetics of the street by adding landscaping and street furniture. For safety reasons, the project includes implementing left turn lanes on Lodi Ave. at Stockton Street.

9. **Surrounding Land Uses and Setting: Briefly describe the projects surroundings:**

Both sides of Lodi Ave. are lined with small commercial uses and a few scattered residential uses. There is a Smart and Final grocery store near the west end of the project and a shopping

center at the east end of the project. Most of the other commercial uses are smaller family owned businesses. Many of the businesses are in older commercial buildings or in converted residences. North and south of the commercial properties are older residential neighborhoods that contain a mix of single family and multi-family dwellings. Cherokee Lane at the east end of the project is also a commercial street with larger commercial properties. On the west end Lodi Ave. enters the downtown business district.

10. **Other agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)** San Joaquin Council of Governments

**Environmental Factors Potentially Affected:**

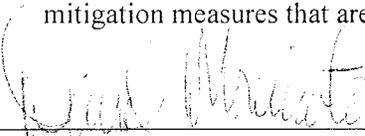
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Aesthetics                    | <input type="checkbox"/> Agricultural Resources             | <input checked="" type="checkbox"/> Air Quality            |
| <input checked="" type="checkbox"/> Biological Resources          | <input checked="" type="checkbox"/> Cultural Resources      | <input checked="" type="checkbox"/> Geology/Soils          |
| <input checked="" type="checkbox"/> Hazards & Hazardous Materials | <input checked="" type="checkbox"/> Hydrology/Water Quality | <input checked="" type="checkbox"/> Land Use/Planning      |
| <input type="checkbox"/> Mineral Resources                        | <input checked="" type="checkbox"/> Noise                   | <input type="checkbox"/> Population/Housing                |
| <input checked="" type="checkbox"/> Public Services               | <input type="checkbox"/> Recreation                         | <input checked="" type="checkbox"/> Transportation/Traffic |
| <input checked="" type="checkbox"/> Utilities/Service Systems     | <input type="checkbox"/> Mandatory Findings of Significance |  |

**Determination.** (To be completed by the Lead Agency.)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

  
\_\_\_\_\_  
Signature

David Morimoto  
\_\_\_\_\_  
Printed Name

12-10-08  
\_\_\_\_\_  
Date

Rad Barham  
\_\_\_\_\_  
For

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>I. AESTHETICS.</b> Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>

a) *Have a substantial adverse effect on a scenic vista?*

No. Project will not have any impact on scenic vistas.

b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?*

No

c) *Substantially degrade the existing visual character or quality of the site and its surroundings?*

No, less than significant. The project will be constructed mostly within an existing street right of way with existing curb, gutter and sidewalk with the exception of minor street widening at the east end of the project. There will some minor work at some intersections including bulb outs and corner cutoffs to accommodate handicapped accessible ramps and to improve pedestrian safety. There are existing buildings lining both sides of the street. The project will improve the visual character of the street by providing a new roadway surface and installing new landscaping and other street improvements.

d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

No, less than significant. The project will include the installation of new street light in selected locations to replace existing street light. The new lights are designed to improve traffic and pedestrian safety and will not significantly increase the level of light or glare on surrounding properties or introduce a new source of light in the area.

<b>Potentially Significant Impact</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
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**II. AGRICULTURAL RESOURCES.** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

- |  |                          |                          |                          |   |
|--|--------------------------|--------------------------|--------------------------|---|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to a non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
| c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |

a) *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to a non-agricultural use?*

No. The project is located in a fully developed urban area with no agricultural properties located in the project area.

b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*

No

c) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?*

No

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>III. AIR QUALITY.</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Create objectionable odors affecting a substantial number of people	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

a) *Conflict with or obstruct implementation of the applicable air quality plan?*

No, the project will not increase traffic volumes or traffic patterns.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

The San Joaquin Valley is considered a non-attainment area for ozone and PM10 (fine particulate matter less than 10 microns in diameter). The Federal Clean Air Act (FCA) and the California Clean Air Act (CCA) require areas that are designated non-attainment to reduce emissions until air quality standards are met.

\*All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.

\* All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.

\* When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.

\* All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.

\* Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.

\* Within urban areas, track-out shall be immediately removed when it exceeds 50 or more feet from the site and at the end of each workday. Cleanup of carryout or track-out shall be accomplished by:

- Manually sweeping and picking up;
- Operating a rotary brush or broom accompanied or preceded by sufficient wetting to limit Visual Dust Emission (VDE) to 20% opacity;
- Operating a PM10-efficient street sweeper; and
- Flushing with water, if curbs and gutters are not present and where the use of water will not result as a source of track-out material or result in adverse impacts on storm drain systems or violate National Pollutant Discharge Elimination System permit program.

c) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*

The entire APCD jurisdiction is considered a non-attainment area for ozone and PM10. The proposed street improvement project will not result in net increase of vehicle generated pollutants. The project will not add any new travel lanes or increase the traffic capacity of the street. The area surrounding the project location is fully developed and it is not anticipated that traffic volumes will increase in the future as a result of this project.

d) *Expose sensitive receptors to substantial pollutant concentrations?*

No change in concentrations. No new land uses.

e) *Create objectionable odors affecting a substantial number of people?*

No new land uses that will generate new sources of odor.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>IV. BIOLOGICAL RESOURCES.</b> Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) Through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or State habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>

- a) *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

The proposed project is consistent with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), as amended, as reflected in the conditions of project approval for this proposal. Pursuant to the Final EIR/EIS for the SJMSCP, dated Nov. 15, 2000, and certified by the San Joaquin Council of Governments on Dec. 7, 2000, implementation of the SJMSCP is expected to reduce the impacts to biological resources resulting from the proposed project to a level of less-than-significant.

\*

- b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No, work will be done in an urban area on an existing street with existing development on adjacent properties.

- c) *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

No wetlands in project area.

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

No natural habitat areas within project area.

- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

No. The project will remove one or two trees at the east end of the project to accommodate a new driveway approach. This will be off-set by the planting of new trees in other locations within the project.

- f) *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or State habitat conservation plan?*

(See IV a). The project will participate in the SJMSCP.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>

a) *Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?*

No historic structures will be affected.

b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?*

The project site is developed with an existing street with related curb, gutter and sidewalk. Properties on both sides of the street are developed with existing homes and businesses. Prior to being developed, the area was extensively farmed so none of the area is undisturbed. Although it is not likely that there will be archeological resources present on the project site, there is always some potential that something of cultural value could be unearthed during grading or excavation. If some thing is discovered, the following mitigation measure will be implemented:

Mitigation Measure

If any subsurface cultural resources are encountered during construction of the project, all construction activities in the vicinity of the encounter shall be halted until a qualified archaeologist can examine these materials, make a determination of their significance and recommend mitigation measures. The City of Lodi CDD shall be notified, and the applicant and/or successors shall be responsible for implementing mitigation measures recommended by the archaeologist for any identified significant cultural resources, pursuant to the requirements of the CEQA Guidelines.

- c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

The project site is developed with an existing street with related curb, gutter and sidewalk. Properties on both sides of the street are developed with existing homes and businesses. Prior to being developed, the area was extensively farmed so none of the area is undisturbed. Although it is not likely that there will be archeological resources present on the project site, there is always some potential that something of cultural value could be unearthed during grading or excavation. If some thing is discovered, the following mitigation measure will be implemented:

Mitigation Measure

If any subsurface paleontological resources are encountered during construction of the project, all construction activities in the vicinity of the encounter shall be halted until a qualified paleontologist can examine these materials, make a determination of their significance and recommend mitigation measures. The City of Lodi CDD shall be notified, and the applicant and/or successors shall be responsible for implementing mitigation measures recommended by the paleontologist for any identified significant cultural resources, pursuant to the requirements of the CEQA Guidelines.

- d) *Disturb any human remains, including those interred outside of formal cemeteries?*

If human remains are encountered at any time during the development of the project, all work in the vicinity of the find shall halt and the County Coroner and the Lodi CDD shall be notified immediately. The Coroner must contact the Native American Heritage Commission if the remains have been identified as being of Native American descent. At the same time, the applicant and/or their successors shall retain a qualified archeologist to evaluate the archeological implications of the find and recommend any mitigation measures that may be required under CEQA; the applicants and/or their successors shall implement those recommendations. The CEQA guidelines detail steps to be taken when human remains are found to be of Native American origin.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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**VI. GEOLOGY AND SOILS.** Would the project:

- |  |                          |                          |                          |   |
|--|--------------------------|--------------------------|--------------------------|---|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X |
|--|--------------------------|--------------------------|--------------------------|---|

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42; ii) Strong seismic ground shaking; iii) Seismic-related ground failure, including liquefaction; iv) Landslides?*

No. Lodi is not located on or near any known earthquake faults. The project is a road reconstruction and will not expose people to any new earthquake related hazard.

b) *Result in substantial soil erosion or the loss of topsoil?*

No. The project area is flat with no slopes or hillsides.

c) *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

No. The soil type in Lodi is very stable and is well suited for construction.

d) *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

No expansive soil in Lodi.

e) *Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

No sewer discharge.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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**VII. HAZARDS AND HAZARDOUS MATERIALS.**

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
f) For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
h) Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
a) <i>Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</i>				
No, the street is not a truck route and the project will not change existing traffic patterns.				
b) <i>Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</i>				
No. The project will not involve the construction of any structures that will store, manufacture, use or produce any hazardous material. The removal of the railroad tracks in the existing street will further reduce the potential for any hazardous materials entering the area.				
c) <i>Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</i>				
No, the project will not involve any hazardous material.				
d) <i>Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</i>				
No, the site is not on any known hazardous site list.				
e) <i>For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?</i>				
Not within an airport zone.				

f) *For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

No

g) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

No

h) *Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?*

No

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VIII. HYDROLOGY AND WATER QUALITY.</b> Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding of as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

a) *Violate any water quality standards or waste discharge requirements?*

No. The project does not involve the construction of any structures that will discharge any water or waste.

b) *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

No

c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?*

No. The drainage patterns will remain unchanged from pre-construction conditions.

d) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*

No. There are no streams or water courses in the project area.

- e) *Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?*

*The project will replace an existing roadway with new pavement and make minor changes to sidewalks, curbs and gutter; add pedestrian and handicapped access improvements at some intersections; and add limited landscaping and street furniture. The project will not change existing runoff patterns that are designed to flow into the City's storm drainage system. The system has adequate capacity to handle any flows from the project area and the project will not add additional sources of polluted runoff.*

- f) *Otherwise substantially degrade water quality?*

The City of Lodi has adopted a Storm Water Management Program to help control storm water runoff pollution. The City will develop a Storm water Pollution Prevention Plan (SWPPP) that incorporates both construction and post-construction Best Management Practices to prevent storm water runoff issues.

- g) *Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

*The project site is not located within a 100-year flood zone.*

- h) *Place within a 100-year flood hazard area structures which would impede or redirect flood flows?*

No

- i) *Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding of as a result of the failure of a levee or dam?*

No

- j) *Inundation by seiche, tsunami, or mudflow?*

No

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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**IX. LAND USE AND PLANNING.** Would the project:

- a) Physically divide an established community?

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>

a) *Physically divide an established community?*

No. The project is a reconstruction of an existing street section.

b) *Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

No. The street is part of the adopted General Plan for the City of Lodi.

c) *Conflict with any applicable habitat conservation plan or natural community conservation plan?*

The project will comply with the San Joaquin Multi Species Habitat and Open Space Plan.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>X. MINERAL RESOURCES.</b> Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

a) *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?*

No

- b) *Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

No

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XI. NOISE.</b> Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

- a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

The project involves the rehabilitation of an existing street with new pavement and improved pedestrian features. There will be no additional travel lanes and the street will not connect to areas of new development. The project will not increase traffic volumes on the street or change the mix of vehicles using the street and will not change the traffic generated noise levels from the existing conditions.

- b) *Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?*

No

- c) *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

No. Once the project construction is complete, noise levels will return to levels currently existing in the project area.

- d) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

Construction noise will temporarily elevate noise levels in the project vicinity. When construction equipment is operating in the vicinity of existing businesses or residences people may notice an increase in noise levels that may disturb them. The increase in noise will be temporary and will only last during the duration of the construction project. Noise impacts will be reduced by requiring the contractors to adhere to the City of Lodi's Noise regulations. The regulations limit construction noise to the hours between 7:00 am and 10:00 pm Monday through Friday and 7:00 am through 6:00 pm Sat. and Sun. These restrictions will be placed in the construction contract.

On a long term basis, the repaving of the street surface and the removal of the railroad tracks should make the area quieter by reducing tire noise generated by vehicle traffic.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No, the project is not located within an airport land use plan.

- f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

No, there are no airstrips in the area.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XII. POPULATION AND HOUSING.</b> Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

a) *Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

No. The project does not involve the construction or removal of any buildings or the extension of any street beyond what already exist.

b) *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*

No. No houses will be removed.

c) *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

No. No people will be displaced.

**XIII. PUBLIC SERVICES.**

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection, police protection, schools, parks, other public facilities?*

The proposed project should reduce the requirement for public services by improving the street for both vehicles and pedestrians. By making the street safer, there may be positive effects on police fire and school services by reducing traffic accidents and making street crossings safer for school children. The project will have no effect on other public services.

**XIV. RECREATION.**

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X

a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

No impact on recreational facilities.

b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

No

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XV. TRANSPORTATION/TRAFFIC.</b> Would the project:				
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency or designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location those results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
g) Conflict with adopted polices, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>

- a) *Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?*

No. The project will resurface the roadway and add pedestrian and transit improvements to an existing street. The project will not add any additional traffic lanes or add capacity to the street.

- b) *Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency or designated roads or highways?*

No. The street meets current service levels under the congestion management plan and the project will not affect the capacity of the street. The addition of left-turn lanes at some intersections will improve traffic flow and reduce congestion.

- c) *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that will result in substantial safety risks?*

No.

- d) *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

No. The section of street is straight with no curves. The project will upgrade intersections to improve safety, including left-turn turn lanes and corner bulb outs for improved pedestrian street crossing safety.

- e) *Result in inadequate emergency access?*

No effect on emergency access.

- f) *Result in inadequate parking capacity?*

There will be some loss of street parking at some intersections in order to accommodate pedestrian bulb-outs and handicap ramps. The loss will be minimal, totaling no more than six parking spaces along the entire length of the project and will be limited to areas adjacent to three upgraded intersections. This will be offset to by improved pedestrian safety features and upgraded transit facilities. There will still be adequate on-street parking for the adjacent residents and businesses along the street.

- g) *Conflict with adopted polices, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?*

The project will include the construction of bicycle facilities on Washington Street, one block north of Lodi Avenue. It was the consensus of the City and the neighborhood that it would be safer to place the bicycle facilities on Walnut Street rather than Lodi Ave. Walnut Street has significantly lower traffic volumes and limited commercial driveways that access on to the street. The street also connects to Lodi Ave. via Washington and Stockton Streets located one short block from Lodi Avenue.

The project will also include the installation of bus and pedestrian benches along the Lodi Avenue. This will enhance opportunities for both transit riders and pedestrians and improve their experience when using the street corridor.

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XVI. UTILITIES AND SERVICE SYSTEMS.</b> Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project=s projected demand in addition to the providers existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X
g) Comply with federal, State, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>

- a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

No. The project will not generate any wastewater.

- b) *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

No, the project will not require any construction of any new water or wastewater treatment facilities. As part of the project the City will install a water main to improve water system pressure in the area and also increase the fire protection.

- c) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

No. The project area has adequate storm water capacity and the project will not create any additional storm water runoff.

- d) *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

The project will not create a demand for new sources of water once construction is completed.

- e) *Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

No, the project will not create any new demand for wastewater treatment.

- f) *Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*

The City will require that asphalt, concrete and steel removed from the project site will be taken to a facility that can recycle the material for reuse on other projects to the fullest possible extent. The amount of waste material that ends up at a land fill should be minimal. Existing landfill have adequate capacity to handle any residual solid waste from the project.

- g) *Comply with federal, State, and local statutes and regulations related to solid waste?*

Yes, the project will comply with all government regulations.

Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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**XVII. MANDATORY FINDINGS OF SIGNIFICANCE.**

- |   |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/> | X                        | <input type="checkbox"/> |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)  | <input type="checkbox"/> | <input type="checkbox"/> | X                        | <input type="checkbox"/> |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X                        |

- a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?*

The project will participate in the San Joaquin County Multi Species Habitat Conservation and Open Space Plan that is designed to mitigate for the loss of any wildlife species or habitat. Because the area is already fully developed, it is not likely that any plant or wildlife species will be impacted by the project. As part of the HCP, a biological survey will be conducted on the site prior to any ground disturbance.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)*

The project will involve the rebuild of an existing street with new pavement, safety features and pedestrian upgrades. No new lanes will be constructed and no increase in traffic volumes is anticipated. No significant impacts are anticipated as a result of the project.

- c) *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

No, the project will not have any substantial adverse effects on human beings.



LODI AVENUE RECONSTRUCTION, UPRR TO CHEROKEE

SCALE : 1" = 80'

**Mitigation Measures for the Lodi Avenue Reconstruction Project  
Mitigated Negative Declaration (09-01)**

Based on the Initial Study conducted for the Lodi Avenue Reconstruction Project, it was determined that there was the potential for a significant environmental impact to occur related to Cultural Resources. The following mitigation measures were included in the Negative Declaration to mitigate for these potential environmental impacts and reduce them to a level of less than significant:

**Cultural Resources**

- b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?*

The project site is developed with an existing street with related curb, gutter and sidewalk. Properties on both sides of the street are developed with existing homes and businesses. Prior to being developed, the area was extensively farmed so none of the area is undisturbed. Although it is not likely that there will be archeological resources present on the project site, there is always some potential that something of cultural value could be unearthed during grading or excavation. If some thing is discovered, the following mitigation measure will be implemented:

Mitigation Measure

If any subsurface cultural resources are encountered during construction of the project, all construction activities in the vicinity of the encounter shall be halted until a qualified archaeologist can examine these materials, make a determination of their significance and recommend mitigation measures. The City of Lodi CDD shall be notified, and the applicant and/or successors shall be responsible for implementing mitigation measures recommended by the archaeologist for any identified significant cultural resources, pursuant to the requirements of the CEQA Guidelines.

- c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

The project site is developed with an existing street with related curb, gutter and sidewalk. Properties on both sides of the street are developed with existing homes and businesses. Prior to being developed, the area was extensively farmed so none of the area is undisturbed. Although it is not likely that there will be archeological resources present on the project site, there is always some potential that something of cultural value could be unearthed during grading or excavation. If some thing is discovered, the following mitigation measure will be implemented:

Mitigation Measure

If any subsurface paleontological resources are encountered during construction of the project, all construction activities in the vicinity of the encounter shall be halted until a qualified paleontologist can examine these materials, make a determination of their significance and recommend mitigation measures. The City of Lodi CDD shall be notified, and the applicant and/or successors shall be responsible for implementing mitigation measures recommended by the paleontologist for any identified significant cultural resources, pursuant to the requirements of the CEQA Guidelines.

- d) *Disturb any human remains, including those interred outside of formal cemeteries?*

If human remains are encountered at any time during the development of the project, all work in the vicinity of the find shall halt and the County Coroner and the Lodi CDD shall be notified immediately. The Coroner must contact the Native American Heritage Commission if the remains have been identified as being of Native American descent. At the same time, the applicant and/or their successors shall retain a qualified archeologist to evaluate the archeological implications of the find and recommend any mitigation measures that may be required under CEQA; the applicants and/or their successors shall implement those recommendations. The CEQA guidelines detail steps to be taken when human remains are found to be of Native American origin.

RESOLUTION NO. 2009-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
ADOPTING A MITIGATED NEGATIVE DECLARATION  
AS ADEQUATE ENVIRONMENTAL DOCUMENTATION  
FOR THE LODI AVENUE RECONSTRUCTION PROJECT

=====

WHEREAS, an Initial Study/ Mitigated Negative Declaration (File No. ND-09-01) was prepared in compliance with the California Environmental Quality Act of 1970, as amended, and the Guidelines provided thereunder. The Community Development Department has determined that all environmental impacts that result from this project can be mitigated to a less than significant level; and

WHEREAS, all of the required referrals, notice, and posting have been performed for the required time per the Act and Guidelines referred to above; and

WHEREAS, staff recommends that the City Council approve the filing of a Mitigated Negative Declaration by the Community Development Director as adequate environmental documentation for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council has reviewed all documentation and hereby adopts the Mitigated Negative Declaration 09-01 (on file in the Community Development Department) as adequate environmental documentation for the Lodi Avenue Reconstruction Project.

Dated: June 17, 2009

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I hereby certify that Resolution No. 2009-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, 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:** Approve Legal Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$1,999.58).

**MEETING DATE:** June 17, 2009

**PREPARED BY:** City Attorney's Office

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**RECOMMENDED ACTION:** Approve Legal Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation (\$1,999.58).

**BACKGROUND INFORMATION:** Listed below is an invoice for services incurred relative to the Environmental Litigation that is currently outstanding and needs to be considered for payment.

**MISCELLANEOUS**

Invoice No.	Date	Description	Water Account
7405	Jan-09	Carol Nygard, Deposition Reporter	\$1,999.58
			<b>\$1,999.58</b>

**FISCAL IMPACT:** This expense will be paid out of the Water Fund.

**FUNDING AVAILABLE:** 184010.7323 - \$1,999.58

\_\_\_\_\_  
 D. Stephen Schwabauer, City Attorney

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APPROVED: \_\_\_\_\_  
 Blair King, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Cancel July 1, 2009, Regular City Council Meeting

**MEETING DATE:** June 17, 2009

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Cancel the July 1, 2009, Regular City Council meeting.

**BACKGROUND INFORMATION:** Due to the fact that the July 1, 2009, Regular City Council meeting falls during a holiday week and that some members of the Council, as well as several staff members, will be absent, it is recommended that the meeting be canceled. Coincidentally, pending agenda items are few.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Randi Johl  
City Clerk

RJ/JMR

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager