



**LODI CITY COUNCIL**  
**Carnegie Forum**  
305 West Pine Street, Lodi

**AGENDA – REGULAR MEETING**

**Date: July 18, 2007**

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

For information regarding this Agenda please contact:

**Randi Johl**

**City Clerk**

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

***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 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) Actual Litigation: Government Code §54956.9(a); One Case; People of the State of California; and the City of Lodi, California v. M & P Investments, et al., United States District Court, Eastern District of California, Case No. CIV-S-00-2441 FCD JFM
- b) Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658
- c) Actual Litigation: Government Code §54956.9(a); One Case; City of Lodi v. Michael C. Donovan, an individual; Envision Law Group, LLP, et al., San Francisco Superior Court, Case No. CGC-05-441976
- d) Conference with Blair King, City Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), Regarding Police Mid-Managers Pursuant to Government Code §54957.6

**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 Tracy Baerg, Fairmont Seventh Day Adventist Church

**C. Pledge of Allegiance**

**D. Presentations**

D-1 Awards – None

D-2 Proclamations

- a) Parks and Recreation Month (PR)

D-3 Presentations

- a) Quarterly Update from the Greater Lodi Area Youth Commission (COM)

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

E-1 Receive Register of Claims in the Amount of \$9,003,184.65 (FIN)

- E-2 Approve Minutes (CLK)
  - a) June 19, 2007 (Shirtsleeve Session)
  - b) June 20, 2007 (Regular Meeting)
  - c) June 26, 2007 (Shirtsleeve Session)
  - d) June 26, 2007 (Special Meeting)
  - e) June 29, 2007 (Special Meeting)
  - f) July 3, 2007 (Shirtsleeve Session)
  - g) July 4, 2007 (Regular Meeting)
  - h) July 10, 2007 (Shirtsleeve Session)
- Res. E-3 Adopt Resolution Approving Plans and Specifications, Authorizing Advertisement for Bids, and Authorizing the City Manager to Award or Reject Contract for Turner Road Overlay and Lower Sacramento Road Widening (PW)
- E-4 Approve Request for Proposals to Provide Professional Services for Preliminary Engineering Work on the Westside Substation (EUD)
- Res. E-5 Adopt Resolution Authorizing the Procurement of Remote Terminal Unit and Accessories from Geo Honn Company, Inc., of Vacaville, CA, for the McLane Substation (Not to Exceed \$21,000) (EUD)
- Res. E-6 Adopt Resolution Authorizing the Purchase of Replacement for AS400 Mid-Range Computer from Logical Design Inc., of Rancho Cordova, CA (\$142,765) (ISD)
- Res. E-7 Adopt Resolution Authorizing the Replacement of Damaged Street Sweeper and Authorizing the City Manager to Execute Contract and Possible Grant Agreements and Appropriate Funds (\$248,000) (PW)
- Res. E-8 Adopt Resolution Approving the Purchase of Nine Copy Machines and Contract for Maintenance Services for Various Departments from IKON Office Solutions and Appropriating Funds (\$131,077) (CM)
- Res. E-9 Adopt Resolution Acknowledging Award of Air Resources Board Reimbursement Grant (\$69,606); Approving Backhoe Purchase from Papé Machinery, Inc., of French Camp (\$73,313); Approving Purchase and Installation of Cleaire Emissions Reduction Device in Accordance with Grant Funding Requirements (\$14,770); and Appropriating Funds (\$88,083) (PW)
- Res. E-10 Adopt Resolution Awarding the Contract for Asphalt Rubber Cape Seal, Various Streets, 2007 Project to International Surfacing Systems, Inc., of Modesto (\$399,432.68), and Appropriating Additional Funds (\$75,000) (PW)
- E-11 Accept Improvements under Contract for Lockeford Street and Sacramento Street Signal and Lighting Project (PW)
- E-12 Accept Improvements under Contract for Well 28 Pump and Motor and Site Improvements Project, 2800 West Kettleman Lane (PW)
- E-13 Accept Improvements under Contract for the Church Street and Sacramento Street Overlays 2006 Project (PW)
- Res. E-14 Adopt Resolution Authorizing the City Manager to Execute Extensions of Janitorial Services Contracts with Korean Professional Building Maintenance (\$11,323 Per Month) and Advanced Property Services (\$2,171 Per Month) and to Negotiate and Execute Future Extensions and Additions as Needed (PW)
- Res. E-15 Adopt Resolution Authorizing the City Manager to Execute Contract for Downtown Parking Lot Cleaning with United Cerebral Palsy of San Joaquin and Amador Counties, of Stockton, for Fiscal Year 2007-08 (\$38,874) (PW)
- Res. E-16 Adopt Resolution Authorizing the City Manager to Execute Addendum to the Improvement Agreement for Public Improvements at 495 North Guild Avenue to Provide One-Year Time Extension (PW)

- Res. E-17 Adopt Resolution Authorizing the City Manager to Enter into a Fee Payment Agreement for Sewer Capacity Fees for a Groundwater Cleanup Project Located at Flame Mini Mart, 1301 West Kettleman Lane (PW)
- Res. E-18 Adopt Resolution Approving Contract in the Amount of \$425,822 with Lodi Unified School District and the City of Lodi Parks and Recreation Department to Provide After School Education and Safety Program at Eight Locations During Fiscal Year 2007-08 (PR)
- Res. E-19 Adopt Resolution Amending Memorandums of Understanding with Maintenance and Operators and General Services Bargaining Units of the Association of Lodi City Employees to Provide Additional Pay for State Required Certifications of Distribution Operators I and II (CM)
- E-20 Receive Corrected Pages to the Fiscal Year 2007-08 Budget Document (CM)
- Res. E-21 Adopt Resolution Declaring that any Person While Performing Voluntary Service(s) for the City of Lodi Shall be Deemed an Employee of the City of Lodi for Purposes of Workers' Compensation Benefits Pursuant to Division 4 of the California Labor Code (HR)
- Res. E-22 Adopt Resolutions Amending the City of Lodi Drug Free Workplace Policy, Drug Free  
Res. Workplace Procedure, Drug and Alcohol Policy, and Drug and Alcohol Procedures to Meet Department of Transportation Requirements (PW)
- Res. E-23 Adopt Resolution Amending Transit Policy and Procedure for Use of Transit Service Outside of Regular Operations (PW)
- Res. E-24 Adopt Resolution Authorizing Transit Services Outside of Regular Service Operations for the Listed Annual Events and Authorize the Transportation Manager to Advertise to Determine if a Willing and/or Able Provider Exists for These Events (PW)
- Res. E-25 Adopt Resolution Amending Traffic Resolution 97-148 Establishing Loma Drive between Lockeford Street and Turner Road as a Through Street (PW)
- Res. E-26 Adopt Resolution Approving the People Assisting Lodi Shelter (PALS) Public Art Project, as Approved by the Lodi Art Advisory Board, and Appropriate \$58,000 from Art in Public Places Fund (COM)
- Res. E-27 Adopt Resolution Approving the Execution by the City Manager of a \$245,000 Promissory Note Payable to James E. Dean as Surviving Trustee of the James E. Dean Family Trust with Interest of 6% and Interest Only Payments to be Made on a Quarterly Basis (CM)
- E-28 Consent to Continued Representation of the City of Lodi and Northern California Power Agency – CT1 Project Sale from Lodi to Roseville (CA)
- E-29 Accept Dedication of Agricultural Easement as Required by Exhibit K to the Development Agreements between the City of Lodi and Frontiers Community Builders, Inc., for the FCB Southwest Gateway Project and the FCB Westside Project (CA)
- E-30 Authorize the City Manager to Execute Indemnity Agreement with GREM and Caltrans in Connection with the Lowes Project on Kettleman Lane (CA)
- Res. E-31 Adopt Resolution Approving the City of Lodi Internet Website Policy (CM)
- E-32 Set Public Hearing for August 1, 2007, to Consider the Planning Commission's Recommendation for the 2006 Growth Management Allocations for Brett & Kathy Haring and Taj Khan (CD)

**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**

Ord. I-1 Public Hearing to Consider Introduction of an Ordinance Amending the Lodi Municipal Code  
(Introduce) Title 9 – Public Peace, Morals, and Welfare – Repealing Chapter 9.18, “Selling on Streets and Sidewalks,” in Its Entirety and Reenacting Chapter 9.18 as “Vending on Streets, Sidewalks, and Private Property” to Create Comprehensive Regulations for Mobile Food Vendors and Itinerant Merchants (CD)

Res. I-2 Public Hearing to Consider Resolutions Adopting Final Engineer’s Annual Levy Report for Lodi  
Res. Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2007-08, 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) Appointment to the Lodi Improvement Committee and Post for One Vacancy on the Lodi Improvement Committee (CLK)

J-3 Miscellaneous – None

**K. Regular Calendar**

Res. K-1 Adopt Resolution Authorizing the City Manager to Execute a Downtown Hotel Exclusive Exploration Period Agreement with Russ Munson (CM)

Res. K-2 Approve Downtown Lodi Business Partnership 2007-08 Annual Report, Adopt Resolution of Intent to Levy Annual Assessment, and Set Public Hearing for August 1, 2007 (CM)

K-3 Approve Six-Month Budgets for PCE/TCE Related Litigation Cases (CA)

K-4 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases Being Handled by Outside Counsel (\$374,859.03) (CA)

**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



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** July is Parks and Recreation Month

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Parks and Recreation Director

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**RECOMMENDED ACTION:** Presentation

**BACKGROUND INFORMATION:** A Proclamation will be presented by Mayor Johnson to representatives of the Lodi Parks and Recreation Department proclaiming the month of July as Parks and Recreation Month.

**FISCAL IMPACT:** None

**FUNDING:** None required

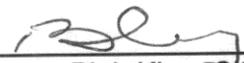
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Steve Dutra  
Interim Parks and Recreation Director

SD:tl

cc: City Attorney

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**APPROVED:**   
Blair King, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Quarterly Update by the Greater Lodi Area Youth Commission

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Brad Vander Hamm, LYC Liaison

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

**BACKGROUND INFORMATION:** The LYC remains connected to the City Council and the community by having current commissioners do quarterly reports on the activities of the Commission.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Jim Rodems  
Community Center Director

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

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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 June 7, June 14, June 21, and June 28, 2007 in the Total Amount of \$9,003,184.65.

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$9,003,184.65.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$9,003,184.65 dated 6/07/07, 6/14/07, 6/21/07 and 6/28/07. Also attached is Payroll in the amount of \$2,385,685.89.

**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

Page - 1  
Date - 06/19/07

As of Thursday	Fund	Name	Amount
06/07/07	00100	General Fund	336,497.68
	00160	Electric Utility Fund	8,518.27
	00164	Public Benefits Fund	433.76
	00170	Waste Water Utility Fund	874.12
	00171	Waste Wtr Util-Capital Outlay	55,727.10
	00172	Waste Water Capital Reserve	1,694,413.96
	00180	Water Utility Fund	425.26
	00181	Water Utility-Capital Outlay	766.10
	00182	IMF Water Facilities	247,388.62
	00210	Library Fund	5,099.69
	00235	LPD-Public Safety Prog AB 1913	6,122.93
	00260	Internal Service/Equip Maint	15,815.80
	00270	Employee Benefits	394,389.26
	00300	General Liabilities	25,018.83
	00321	Gas Tax	4,596.33
	00329	TDA - Streets	5,533.80
	00340	Comm Dev Special Rev Fund	23,939.94
	01212	Parks & Rec Capital	8,065.27
	01218	IMF General Facilities-Adm	26,208.41
	01250	Dial-a-Ride/Transportation	551.10
			-----
Sum			2,860,386.23
			-----
Total for Week			
Sum			2,860,386.23

Accounts Payable  
Council Report

As of Thursday	Fund	Name	Amount
06/14/07	00100	General Fund	677,422.56
	00123	Info Systems Replacement Fund	86.24
	00160	Electric Utility Fund	33,244.38
	00161	Utility Outlay Reserve Fund	769.60
	00164	Public Benefits Fund	1,672.50
	00170	Waste Water Utility Fund	3,078.94
	00172	Waste Water Capital Reserve	72,780.90
	00173	IMF Wastewater Facilities	524.75
	00180	Water Utility Fund	1,881.12
	00182	IMF Water Facilities	351.27
	00210	Library Fund	3,411.46
	00235	LPD-Public Safety Prog AB 1913	1,185.25
	00238	LPD-Federal Grants	59,630.76
	00260	Internal Service/Equip Maint	13,207.58
	00270	Employee Benefits	27,507.92
	00300	General Liabilities	280.58
	00310	Worker's Comp Insurance	835.16
	00321	Gas Tax	7,362.29
	00329	TDA - Streets	7,498.10
	00340	Comm Dev Special Rev Fund	2,364.48
	00501	Lcr Assessment 95-1	333.12
	01211	Capital Outlay/General Fund	3,510.71
	01218	IMF General Facilities-Adm	7,733.77
	01250	Dial-a-Ride/Transportation	182,409.00
	01410	Expendable Trust	87,549.93
Sum			1,196,632.37
	00184	Water PCE-TCE-Settlements	84.00
Sum			84.00
Total for Week			1,196,716.37

Accounts Payable  
Council Report  
Name  
Thursday

Page - 1  
Date - 07/03/07  
Amount

As of	Fund	Name	Amount
<hr/>			
06/21/07	00100	General Fund	474,010.47
	00123	Info Systems Replacement Fund	3,730.96
	00160	Electric Utility Fund	8,355.89
	00164	Public Benefits Fund	2,167.45
	00170	Waste Water Utility Fund	42,404.72
	00171	Waste Wtr Util-Capital Outlay	261,506.52
	00172	Waste Water Capital Reserve	301.78
	00180	Water Utility Fund	5,175.91
	00181	Water Utility-Capital Outlay	5,730.97
	00210	Library Fund	13,375.75
	00231	Auto Theft Prosecution Fund	6,440.00
	00234	Local Law Enforce Block Grant	614.15
	00260	Internal Service/Equip Maint	12,192.06
	00270	Employee Benefits	6,433.91
	00300	General Liabilities	33,641.60
	00310	Worker's Comp Insurance	39,454.82
	00321	Gas Tax	14,326.42
	00325	Measure K Funds	24,497.28
	00329	TDA - Streets	1,153.60
	00340	Comm Dev Special Rev Fund	10,071.65
	00457	Hud-2001/02	140.61
	01250	Dial-a-Ride/Transportation	159,490.90
	01410	Expendable Trust	16,961.62
<hr/>			
Sum			1,142,179.04
	00184	Water PCE-TCE-Settlements	234,895.30
	00190	Central Plume	74.00
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Sum			234,969.30
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		Total for Week	
Sum			1,377,148.34

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06/28/07	00100	General Fund		732,089.12	
	00123	Info Systems Replacement Fund		1,354.43	
	00160	Electric Utility Fund		2,659,030.50	
	00164	Public Benefits Fund		23,623.97	
	00170	Waste Water Utility Fund		11,481.74	
	00180	Water Utility Fund		6,239.98	
	00181	Water Utility-Capital Outlay		592.59	
	00182	IMF Water Facilities		57.12	
	00210	Library Fund		12,894.01	
	00234	Local Law Enforce Block Grant		179.38	
	00235	LPD-Public Safety AB 1913		2,907.82	
	00260	Internal Service/Equip Maint		13,988.47	
	00270	Employee Benefits		12,191.03	
	00300	General Liabilities		2,302.40	
	00310	Worker's Comp Insurance		150.00	
	00321	Gas Tax - 2105,2106,2107		2,782.70	
	00335	CALTRANS Imp. Program		663.00	
	00340	Comm Dev Special Rev Fund		924.41	
	01211	Capital Outlay/General Fund		1,945.93	
	01212	Parks & Rec Capital		817.76	
	01250	Dial-a-Ride/Transportation		5,951.40	
	01410	Expendable Trust		11,767.80	
				-----	
Sum				3,503,935.56	
	00184	Water PCE-TCE Settlements		23,803.32	
	00190	Central Plume		41,194.83	
				-----	
Sum				64,998.15	
				-----	
		Total for Week			
Sum				3,568,933.71	

Council Report for Payroll

Page - 1

Date - 06/19/07

Payroll	Pay Per Date	Co	Name	Gross Pay
			-	
Regular	06/03/07	00100	General Fund	792,226.80
		00160	Electric Utility Fund	129,814.05
		00164	Public Benefits Fund	5,162.00
		00170	Waste Water Utility Fund	70,619.71
		00180	Water Utility Fund	10,441.61
		00210	Library Fund	33,183.65
		00235	LPD-Public Safety Prog AB 1913	3,663.57
		00260	Internal Service/Equip Maint	18,397.42
		00321	Gas Tax	54,310.90
		00340	Comm Dev Special Rev Fund	37,483.83
		01250	Dial-a-Ride/Transportation	3,114.56
			Pay Period Total:	1,158,418.10
Sum				1,158,418.10

Council Report for Payroll

Page - 1  
Date - 07/03/07

Payroll	Pay Per Date	Co	Name	Gross Pay
			-	
Regular	06/17/07	00100	General Fund	818,825.69
		00160	Electric Utility Fund	133,533.67
		00164	Public Benefits Fund	5,162.00
		00170	Waste Water Utility Fund	69,842.00
		00180	Water Utility Fund	9,354.64
		00210	Library Fund	33,408.33
		00235	LPD-Public Safety AB 1913	2,391.83
		00260	Internal Service/Equip Maint	18,806.52
		00321	Gas Tax - 2105,2106,2107	54,732.41
		00340	Comm Dev Special Rev Fund	37,546.80
		01250	Dial-a-Ride/Transportation	3,114.56
			Pay Period Total:	1,186,718.45
Sum				
Retiree	07/31/07	00100	General Fund	40,549.34
			Pay Period Total:	40,549.34
Sum				



# CITY OF LODI COUNCIL COMMUNICATION

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**AGENDA TITLE:** Approve Minutes  
a) June 19, 2007 (Shirtsleeve Session)  
b) June 20, 2007 (Regular Meeting)  
c) June 26, 2007 (Shirtsleeve Session)  
d) June 26, 2007 (Special Meeting)  
e) June 29, 2007 (Special Meeting)  
f) July 3, 2007 (Shirtsleeve Session)  
g) July 4, 2007 (Regular Meeting)  
h) July 10, 2007 (Shirtsleeve Session)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) June 19, 2007 (Shirtsleeve Session)  
b) June 20, 2007 (Regular Meeting)  
c) June 26, 2007 (Shirtsleeve Session)  
d) June 26, 2007 (Special Meeting)  
e) June 29, 2007 (Special Meeting)  
f) July 3, 2007 (Shirtsleeve Session)  
g) July 4, 2007 (Regular Meeting)  
h) July 10, 2007 (Shirtsleeve Session)

**BACKGROUND INFORMATION:** Attached are copies of the subject minutes, marked Exhibits A through H.

**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

**CITY OF LODI  
INFORMAL INFORMATIONAL MEETING  
"SHIRTSLEEVE" SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JUNE 19, 2007**

The June 19, 2007, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JUNE 20, 2007**

C-1 CALL TO ORDER / ROLL CALL

The City Council Closed Session meeting of June 20, 2007, was called to order by Mayor Johnson at 6:30 p.m.

Present: Council Members – Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – Hansen and Hitchcock

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

C-2 ANNOUNCEMENT OF CLOSED SESSION

- a) Actual Litigation: Government Code §54956.9(a); One Case; Richard Romero, a Minor by and through His Guardian ad Litem, Susie Romero v. City of Lodi, et al., Superior Court, County of San Joaquin, Case No. CV 027014
- b) Prospective Acquisition of Real Property for Street Easement Deed Dedications from Certain Property Owners Located within the Turner Road/Lower Sacramento Road Project Limits, Lodi, California, for Right-of-Way; the Negotiating Parties are General Mills (APN #s 015-230-31 and 015-230-40) and City of Lodi; Government Code §54956.8 (PW)
- c) Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658
- d) Conference with Blair King, City Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), Regarding Police Mid-Managers and Fire Mid-Managers Pursuant to Government Code §54957.6

C-3 ADJOURN TO CLOSED SESSION

At 6:30 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 7:05 p.m.

C-4 RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 7:11 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

In regard to Item C-2 (a), settlement direction was given.

In regard to Item C-2 (b), negotiating direction was given.

Items C-2 (c) and C-2 (d) were not discussed.

A. CALL TO ORDER / ROLL CALL

The Regular City Council meeting of June 20, 2007, was called to order by Mayor Johnson at 7:11 p.m.

Present: Council Members – Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – Hansen and Hitchcock

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

B. INVOCATION

The invocation was given by Lieutenant Dan Williams, Lodi Salvation Army.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Johnson.

D. AWARDS / PROCLAMATIONS / PRESENTATIONS

D-1 (a) Lodi Fire Battalion Chiefs Kevin Donnelly and Jeff Larson presented the Joint Apprenticeship Committee plaques to the following members of the Lodi Fire Department:

Battalion Chief Ronald Penix	Fire Fighter II Paul Alvarez
Captain Peter Iturraran	Fire Fighter II Aaron Ayers
Engineer Bradley Doell	Fire Fighter II David Bolognini
Engineer Grant Gibson	Fire Fighter II Emilio Cahue
Engineer Shane Langone	Fire Fighter II Michael Melton
Engineer David Mettler	Fire Fighter II Jeremy Quaglia
Engineer Michael Woznick	Fire Fighter II Todd Wagner
Fire Fighter II Michael Alegre II	

D-2 (a) Mayor Johnson presented a proclamation to Rod Cordero, Fire Engineer with the Lodi Fire Department, setting forth Saturday, July 14, 2007, as the date for the Firefighter Muscular Dystrophy Association "Fill the Boot" fundraiser in the City of Lodi.

D-3 (a) Wayne Folmer and fellow members of the 2007 Leadership Lodi class presented information on this year's class project, "Leadership Lodi Goes to the Dogs," which seeks to raise funds for Animal Friends Connection to be used to help improve the quality of life for animals awaiting adoption.

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E. CONSENT CALENDAR

In accordance with the report and recommendation of the City Manager, Council, on motion of Mayor Johnson, Mounce second, approved the following items hereinafter set forth **except those otherwise noted** by the vote shown below:

Ayes: Council Members – Johnson, Katakian, and Mounce

Noes: Council Members – None

Absent: Council Members – Hansen and Hitchcock

E-1 Claims were approved in the amount of \$5,059,922.05.

E-2 The minutes of May 30, 2007 (Special Joint Meeting w/City of Lodi Redevelopment Agency), June 5, 2007 (Shirtsleeve Session), June 6, 2007 (Regular Meeting), June 12, 2007 (Shirtsleeve Session), and June 13, 2007 (Special Joint Meeting w/Planning Commission) were approved as written.

E-3 Adopted Resolution No. 2007-114 authorizing the sole source purchase and installation of swimming pool heater in the amount of \$28,899.61 and sand filter system in the amount of \$25,600.30 for Enze Pool at Blakely Park, 1050 South Stockton Street, to Knorr System, Inc., of Santa Clara, CA, and appropriating proceeds from the sale of surplus property in the amount of \$40,402.00 and an additional \$14,097.90 to cover the cost of this purchase.

E-4 Accepted the improvements under the "Blakely Park South Pool Deck Improvements, 1050 South Stockton Street" contract.

E-5 Adopted Resolution No. 2007-115 accepting the improvements under the "Roof Replacements at Legion Park, 835 South Hutchins Street, and Kofu Park, 1145 South Ham Lane" contract.

- E-6 “Adopt Resolution Approving Contract in the Amount of \$217,824 with Lodi Unified School District and the City of Lodi Parks and Recreation Department to Provide After School Education and Safety Program at Four Locations During Fiscal Year 2007-08” was ***pulled from the agenda by City Manager King.***
- E-7 Adopted Resolution No. 2007-116 rescinding the Joint Powers Agreement of 1973 creating the 49-99 Cooperative Library System and adopted Resolution No. 2007-117 authorizing the Library to join the re-established Cooperative Library System under a joint resolution.
- E-8 Adopted Resolution No. 2007-118 awarding service contract to Auriga Corporation, of Milpitas, CA, to provide routing and siting evaluation for a western transmission line interconnection in the amount of \$95,950.
- E-9 Adopted Resolution No. 2007-119 authorizing the City Manager to execute Task Order with Treadwell & Rollo for groundwater monitoring services for Lodi Central Plume in the amount of \$62,000.
- E-10 Adopted Resolution No. 2007-120 approving renewal of maintenance of State Highway agreement with the State of California Department of Transportation for fiscal year 2006-07 in the amount of \$9,108 and authorizing the City Manager to execute subsequent agreements.
- E-11 Adopted Resolution No. 2007-121 authorizing the City Manager to execute the master agreements and all program supplements for State-funded transit projects and any amendments thereto with the State of California Department of Transportation.
- E-12 “Adopt Resolution Renewing Line of Credit with Farmers and Merchants Bank (\$3,000,000) at No Cost to the City of Lodi for the Lodi Electric Utility through June 30, 2008” was ***removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.***
- E-13 Approved the submitted City of Lodi Arts & Cultural Project mini-grants for 2006-07.
- E-14 Approved the insubstantial amendments to the Assignment and Assumption Agreement, attached as Exhibit G to the Development Agreement by and between the City of Lodi and San Joaquin Valley Land Company (SJVLC), thereby consenting to the assignment of the Blue Shield site from SJVLC to Blue Shield, and granted temporary easement.

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ACTION ON ITEMS REMOVED FROM THE CONSENT CALENDAR

- E-12 “Adopt Resolution Renewing Line of Credit with Farmers and Merchants Bank (\$3,000,000) at No Cost to the City of Lodi for the Lodi Electric Utility through June 30, 2008”

This item was pulled for further discussion by Mayor Pro Tempore Mounce.

In response to Mayor Pro Tempore Mounce, Deputy City Manager Krueger stated the housekeeping issues previously brought forth have been resolved including questions regarding the agreement itself and interest rate options and staff is requesting authority to extend the agreement for a 12-month period.

In response to Mayor Pro Tempore Mounce, Mr. Krueger stated the exhibits exist and have been attached.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Johnson second, adopted Resolution No. 2007-122 renewing line of credit with Farmers and Merchants Bank in the amount of \$3,000,000, at no cost to the City of Lodi, for the Lodi Electric Utility through June 30, 2008. The motion carried by the following vote:

Ayes: Council Members – Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hansen and Hitchcock

F. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

- Rashid Rashid provided a brief overview of the plans for a new business to include a restaurant, retail section, and dance club in response to a newspaper article.

G. COMMENTS BY CITY COUNCIL MEMBERS ON NON-AGENDA ITEMS

- Mayor Johnson commended General Mills on its efforts with the Trix Run.
- Mayor Pro Tempore Mounce reported on her attendance at the Lodi Improvement Committee and commended the Committee and the City Manager on their efforts and presentation regarding the development agreements.

H. COMMENTS BY THE CITY MANAGER ON NON-AGENDA ITEMS

- City Manager King highlighted the Celebrate America and 4<sup>th</sup> of July events. Mr. King also stated the Police Department and local businesses are working together on loitering and youth congregation issues. He stated the matter will be brought to Council in the near future.

I. PUBLIC HEARINGS – None

J. COMMUNICATIONS

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

J-2 The following postings/appointments were made:

- a) The City Council, on motion of Mayor Johnson, Mounce second, directed the City Clerk to post for the following vacancy by the vote shown below:

Ayes: Council Members – Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hansen and Hitchcock

Lodi Arts Commission

John Callahan Term to expire July 1, 2008

- b) The City Council, on motion of Mayor Pro Tempore Mounce, Katzakian second, made the following appointments by the vote shown below:

Ayes: Council Members – Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hansen and Hitchcock

Greater Lodi Area Youth Commission

Student Appointees:

Megan Connors Term to expire May 31, 2008

Joseph Price Term to expire May 31, 2008

Amanda Stevens Term to expire May 31, 2008

Corinne Casey Term to expire May 31, 2009

Hannah Merrill Term to expire May 31, 2009

Jonathan Newman Term to expire May 31, 2009

Lisa VanderHeiden Term to expire May 31, 2009

*Continued June 20, 2007*

J-3 Miscellaneous

a) The City Council, on motion of Mayor Pro Tempore Mounce, Johnson second, accepted the cumulative Monthly Protocol Account Report through May 31, 2007, by the following vote:

Ayes: Council Members – Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – None

Absent: Council Members – Hansen and Hitchcock

K. REGULAR CALENDAR – None

L. ORDINANCES – None

M. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 7:37 p.m.

ATTEST:

Randi Johl  
City Clerk

**CITY OF LODI  
INFORMAL INFORMATIONAL MEETING  
"SHIRTSLEEVE" SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JUNE 26, 2007**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, June 26, 2007, commencing at 7:27 a.m.

**A. ROLL CALL**

Present: Council Members – Hansen, Mounce, and Mayor Johnson  
Absent: Council Members – Hitchcock and Katzakian  
Also Present: City Manager King, Deputy City Attorney Magdich, and City Clerk Johl

**B. TOPIC(S)**

B-1 "Utilities Quarterly Update"

Electric Utilities Manager Ken Wisel provided a PowerPoint presentation regarding the quarterly update. Specific topics of discussion included a summary, financial results, electric expenses by series, sales, billing statistics, Northern California Power Agency general operating reserve, power supply, power supply contributing factors, open position, electric prices, and natural gas forward price curves.

In response to Council Member Hansen, Mr. Wisel indicated one reason the numbers are well under budget is unfilled positions.

In response to Mayor Johnson, Mr. Wisel stated staff will provide Council with information regarding the differences in the numbers, including the equipment line item.

In response to Mayor Johnson, Mr. Wisel stated third-party revenues could include surplus sales of property and equipment.

In response to Council Member Hansen, Mr. Wisel stated there is a sense that prices are dropping now, but during really hot periods they may rise again. He stated September may be a bit lower and may be the time to purchase.

Discussion ensued between Mayor Johnson, Council Member Hansen, Mr. Wisel, and City Manager King regarding the open position, the numbers to be averaged for the open position, previously large open position and efforts to prevent the same in the future, timing associated with closing positions, authorization to close positions for specific months, and a policy associated with closing open positions.

Public Works Director Prima provided a PowerPoint presentation regarding wastewater financials, operating expenses by series, water financials, water expenses by series, water and wastewater summary, White Slough contract for pipeline repairs, permit status, drinking water studies, water supply, interim permit for North San Joaquin County Conservation District and meeting, Groundwater Banking Authority efforts, and East Bay Municipal Utility District water protest and meetings.

In response to Mayor Pro Tempore Mounce, Mr. Prima stated Project No. 3 on the water replacement program is wrapped up with some concentration in the downtown area and Project No. 4 is in design and will be brought back to Council shortly.

In response to Council Member Hansen, Mr. Prima stated construction on the water treatment plant will likely begin by 2010 and the process will entail an Environmental Impact Report and State permits. Mr. Prima also stated that the Woodbridge Irrigation District is willing to give an extension on the current agreement, which will be coming back sometime during the summer.

In response to Mayor Johnson, City Manager King stated the scope of the project will determine what level of environmental certification will be required. Mr. King stated additional information regarding the assessment process and related information will also be needed.

In response to Mayor Johnson, Mr. Prima stated the \$200,000 from North San Joaquin has not been paid yet because it has not been assessed, it will be implemented in the coming fiscal year, it may not go away if the application with the Water Board is denied because it is not directly related, and they are not losing all their water because they may also have replacement water.

In response to Mayor Johnson, Mr. Prima stated the Flag City money has not yet arrived and they are still working on the design standards. Mr. King stated a Council action remains for the modification of the ordinance, which will not be brought forth until the design standards are provided.

In response to Mayor Johnson, Mr. King stated that as to the winery hook-ups, Van Ruitten is physically connected and the two others received preferential rates. Mr. King also provided an overview of the downtown Tasting Room timeline and status.

City Manager King stated they did not receive any proposals for the Electric Utility Guild Avenue property and staff will reassess the options.

City Manager King provided an overview of the Leadership in Energy and Environmental Design (LEED) program, which promotes green practices and sustainability of new development. Mr. King stated Lodi is 1 of 61 cities invited to participate in the neighborhood development program and they are working with Reynolds Ranch and Wildan. He stated they will need to develop guidelines for certification and discussed some factors regarding the same. In response to Mayor Johnson, Mr. King stated the program is primarily applicable to commercial, with some residential application.

**C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS**

None

**D. ADJOURNMENT**

No action was taken by the City Council. The meeting was adjourned at 8:11 a.m.

ATTEST:

Randi Johl  
City Clerk

LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JUNE 26, 2007

A. CALL TO ORDER / ROLL CALL

The Special City Council meeting of June 26, 2007, was called to order by Mayor Johnson at 7:05 a.m.

Present: Council Members – Hansen, Mounce, and Mayor Johnson

Absent: Council Members – Hitchcock and Katzakian

Also Present: City Manager King, Deputy City Attorney Magdich, and City Clerk Johl

B. CLOSED SESSION

At 7:05 a.m., Mayor Johnson adjourned the Special City Council meeting to a Closed Session to discuss the following matter:

B-1 Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658

The Closed Session adjourned at 7:25 a.m.

C. RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 7:25 a.m., Mayor Johnson reconvened the Special City Council meeting, and Deputy City Attorney Magdich disclosed that settlement direction was given.

D. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 7:25 a.m.

ATTEST:

Randi Johl  
City Clerk

LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
FRIDAY, JUNE 29, 2007

A. CALL TO ORDER / ROLL CALL

The Special City Council meeting of June 29, 2007, was called to order by Mayor Johnson at 7:00 a.m.

Present: Council Members – Hansen, Mounce, and Mayor Johnson

Absent: Council Members – Hitchcock and Katzakian

Also Present: City Manager King, Deputy City Attorney Magdich, and Deputy City Clerk Perrin

B. CLOSED SESSION

At 7:00 a.m., Mayor Johnson adjourned the Special City Council meeting to a Closed Session to discuss the following matter:

B-1 Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658

The Closed Session adjourned at 7:21 a.m.

C. RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 7:21 a.m., Mayor Johnson reconvened the Special City Council meeting, and Deputy City Attorney Magdich disclosed that direction was given; no reportable action was taken.

D. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 7:21 a.m.

ATTEST:

Jennifer M. Perrin  
Deputy City Clerk

**CITY OF LODI  
INFORMAL INFORMATIONAL MEETING  
"SHIRTSLEEVE" SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JULY 3, 2007**

The July 3, 2007, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JULY 4, 2007**

**EXHIBIT G**

The July 4, 2007, Regular Meeting of the Lodi City Council was canceled.

ATTEST:

Randi Johl  
City Clerk

**CITY OF LODI  
INFORMAL INFORMATIONAL MEETING  
"SHIRTSLEEVE" SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JULY 10, 2007**

**EXHIBIT H**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 10, 2007, commencing at 7:01 a.m.

**A. ROLL CALL**

Present: Council Members – Hansen, Hitchcock, Katakian, and Mounce

Absent: Council Members – Mayor Johnson

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

**B. TOPIC(S)**

B-1 "Internal Services Staffing Changes and Electric Utility Open Position and Power Procurement Needs"

City Manager King provided a brief introduction of the subject matter.

Deputy City Manager Krueger provided a presentation regarding internal services staffing changes. Mr. Krueger specifically provided an overview of various staffing changes made from previous years to the present. He also reviewed the overall organization of internal services and the budget associated with the same.

In response to Council Member Hansen, Mr. Krueger stated the positions shown in yellow include a reclassified position for the accounting manager and a retired position for the customer service manager. Mr. Krueger stated these positions were filled with people already employed by the City. He also confirmed the illustrated white positions are no longer here.

Discussion ensued between Council Member Hansen, Deputy City Manager Krueger, and City Manager King regarding the difference in budgeted amounts, including inflation comparisons, for the 2004-05 budget and the 2007-08 budget.

In response to Mayor Pro Tempore Mounce, Mr. Krueger stated the customer service supervisor position was reclassified and there was some opposition from the bargaining unit.

In response to Council Member Hitchcock, Mr. Krueger stated the budget manager is Kirk Evans and the financial services manager is Ruby Paiste. He also stated the human resources manager position is currently being recruited for and he is comfortable with the qualifications and workloads of individuals. Mr. Krueger provided an overview of the functions of various positions. Mr. King provided comments regarding organizational structure, previous budget related practices, and future goals regarding the same

In response to Council Member Hansen, Mr. Krueger stated the typical alignment between position classifications is 20%. Mr. King stated in some cases it may be less depending upon the steps.

In response to Council Member Hansen, Mr. Krueger stated they are working on restoring customer service as the remaining key positions are filled to meet the goal of being a more efficient organization. Council Member Hansen suggested doing an employee survey to measure internal customer service.

Electric Utility Director Morrow provided a presentation regarding the fiscal year 2008 open position. Topics of discussion included, but were not limited to, an overview, open position, open position in other cities, planned hedges, market price trends, laddering concept, existing open position, Northern California Power Agency (NCPA) cash position, NCPA power purchase project, Z.E. PowerGroup Inc., and a summary.

In response to Council Member Hansen, Mr. Morrow stated they will be making a purchase soon for the January-March open position of 25 megawatts. Mr. Morrow stated that, while 30 is the base load amount, low and high loads are a factor as well.

In response to Council Member Hansen, Mr. Morrow stated they hope to make the purchases by the end of the week if the numbers are favorable. Discussion ensued between Council Member Hansen and Mr. Morrow regarding downward trends, premiums for hedging, real time prices, and risk analysis.

In response to Council Member Hansen, Mr. Morrow stated there is a 10% open position for the next fiscal year. Mr. Morrow provided an overview of the laddering concept and three-year period benchmarks.

In response to Mayor Pro Tempore Mounce, Mr. Morrow stated staff will provide the open position numbers for Roseville as requested.

In response to Council Member Hansen, Mr. Morrow stated monitoring the market separate from NCPA is more of a generalization, and not a criticism, to keep our eyes open to procurement possibilities.

**C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS**

None

**D. ADJOURNMENT**

No action was taken by the City Council. The meeting was adjourned at 8:04 a.m.

ATTEST:

Randi Johl  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:**     **Adopt Resolution Approving Plans and Specifications, Authorizing Advertisement for Bids, and Authorizing City Manager to Award or Reject Contract for Turner Road Overlay and Lower Sacramento Road Widening**

**MEETING DATE:**     **July 18, 2007**

**PREPARED BY:**     **Public Works Director**

**RECOMMENDED ACTION:**     Adopt a resolution approving the plans and specifications, authorizing advertisement for bids, and authorizing the City Manager to award or reject the Contract for the above project.

**BACKGROUND INFORMATION:**     This project consists of widening Lower Sacramento Road from Eilers Lane to Turner Road and overlaying Turner Road from 200 feet west of Lower Sacramento Road to Loma Drive. The project also includes traffic signal modifications at Turner Road and Lower Sacramento Road.

The widening of Lower Sacramento Road is part of the corridor improvements outlined in the Lower Sacramento Road Special Purpose Plan. The widening involves acquiring additional right-of-way from General Mills Corporation for the pavement, curb, gutter, and sidewalk along the roadway. Since the General Mills property has no plans for development of this property, General Mills has agreed to dedicate the needed right-of-way in exchange for the above mentioned improvements.

In an effort to provide the maximum amount of available construction time for this project, we are requesting that the City Manager be authorized to award this project to the lowest successful bidder without returning this project to Council. There are two issues that have delayed bringing this project to Council for approval earlier. One is the negotiations with General Mills over right-of-way issues, and the other is the approval of the Lower Sacramento Road Congestion Relief funding through the San Joaquin Council of Governments. Both of these issues have been resolved. There is also a desire to complete needed pavement maintenance on this portion of Turner Road prior to this year's winter weather. It is our intention to direct the contractor to complete this portion of the paving as early as possible within the proposed contract time (September through the end of October 2007). The ability to complete the work this year, instead of next year, should avoid additional damage to the roadway from this winter's wet weather.

**FISCAL IMPACT:**     The money for this project will be coming from the Lower Sacramento Road Congestion Relief and Measure K Grant.

<b>FUNDING AVAILABLE:</b>	Lower Sacramento Road Congestion Relief	\$178,347
	Measure K Grant	\$699,000

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

Adopt Resolution Approving Plans and Specifications, Authorizing Advertisement for Bids, and  
Authorizing City Manager to Award or Reject Contract for Turner Road Overlay and Lower Sacramento  
Road Widening  
July 18, 2007  
Page 2

Project Estimate:	\$877,000
Budgeted:	06/07 fiscal year
Planned Bid Opening Date:	August 15, 2007

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Kirk Evans, Budget Manager

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Richard C. Prima, Jr.  
Public Works Director

Mark Lindseth/Associate Civil Engineer

RCP/drr

cc: Streets & Drainage Manager  
General Mills Corporation

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS, AUTHORIZING ADVERTISEMENT FOR BIDS, AND AUTHORIZING THE CITY MANAGER TO AWARD OR REJECT THE BIDS FOR THE TURNER ROAD OVERLAY AND LOWER SACRAMENTO ROAD WIDENING PROJECT, AND FURTHER AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

=====

WHEREAS, this project consist of widening Lower Sacramento Road from Eilers Lane to Turner Road and overlaying Turner Road from 200 feet west of Lower Sacramento Road to Loma Drive; and

WHEREAS, staff desires to have the street paved in the desirable weather conditions; and

WHEREAS, to avoid delay the start of the project, staff is recommending the City Council to authorize the City Manager to award or reject the bids and to authorize the City Manager and City Clerk to executed the contact on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the plans and specifications for the Turner Road Overlay and Lower Sacramento Road Widening Project and authorizes advertisement for bids; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to award or reject the bids and further authorizes the City Manager to execute the contract on behalf of the City of Lodi.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Request for Proposal to Provide Professional Services for Preliminary Engineering Work on the Westside Substation (EUD)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Approve request for proposal to provide professional services for preliminary engineering work on the Westside Substation.

**BACKGROUND INFORMATION:** Growth is occurring throughout Lodi and the Electric Utility Department (EUD) has planned to build a fifth substation at the western area of the City limits. The substation site has been in Lodi's electric facilities plan for some time and was purchased in 2003 as land was available. The site is called the new Westside Substation.

The request for proposal will cover the preliminary engineering and design activities on the new Westside Substation. The initial task list includes the following:

1. Soil resistivity test
2. Preliminary ground grid design as per IEEE Standard 80
3. Ground potential rise (GPR) study
4. Preparation of preliminary substation layout, design criteria, and cost/benefit analysis
5. Engineering and design of perimeter block wall fence and landscape

Items 1 and 2 are needed to complete the GPR study which will be provided to the telephone and communication companies for ground fault protection. Item 4 will be the basis for developing the final substation facility design. Following the design of item 5, it will be advertised for bid and construction.

The location of the new Westside Substation provides a strategic site for power system interconnection within the City of Lodi boundaries. The existing 60kV loop will terminate in the substation. The other planned 60kV line from the Industrial Substation traversing via Harney Lane through Lower Sacramento Road will also terminate in the substation. On June 20, 2007 as per Resolution No. 2007-118, the City Council awarded the siting and routing services contract to evaluate the transmission interconnection to the West. A double-circuit, 60kV transmission line, once completed, will connect to the new Westside Substation. The substation facility will provide load serving capacity to planned development projects like Westside Project, Southwest Gateway Project and other identified annexation areas with a total estimated load of approximately 16MW. The Westside substation will be used to reduce existing loads from the Henning Substation.

The construction of new substation facility entails tasks requiring lengthy execution, adjustment, and repetitive negotiation and coordination in design and engineering activities as described in the attached Exhibit A. Therefore, staff is requesting City Council approval of the request for proposal for the preliminary engineering work on the Westside Substation.

**FISCAL IMPACT:** Activity is proposed in EUD's fiscal year 2007/08 budget proposal under Account No. 161657. Additional funding might be needed due to the inclusion of the GPR

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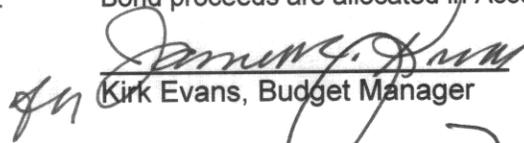
APPROVED:

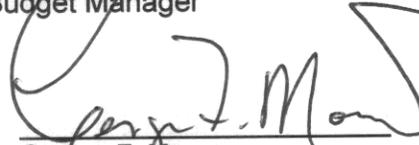
A handwritten signature in black ink, appearing to read "Blair King", written over a horizontal line.

Blair King, City Manager

study and the perimeter fence design and construction. Estimated cost range is \$875,000 to \$950,000.

**FUNDING AVAILABLE:** Bond proceeds are allocated in Account No. 1611082.

  
Kirk Evans, Budget Manager

  
George F. Morrow  
Electric Utility Director

**PREPARED BY:** Demy Bucaneg, Jr., P.E., Manager, Engineering & Operations

GFM/DB/lst

Attachments (1)

## Westside Substation Timetable

## I. Preliminary Engineering Phase

- Soil resistivity test = 1 week
- Preliminary ground grid design = 2 weeks
- GPR study = 2 weeks
- Preparation of preliminary substation layout, design criteria, and cost/benefit analysis = 5-6 months
- Engineering and design of perimeter block wall = 4-6 months

## II. Block wall Construction

- Environmental study (exemption) = 1 week
- Approval and advertisement = 1-2 months
- Bid process = 1 month
- Award and contract approval = 2-3 months
- Permitting = 2 weeks
- Construction and turnover = 4-5 months

## III. Substation Final Design Phase

- Approval of engineering services and advertisement = 1-2 months
- Bid process = 2-3 months
- Award and contract approval = 2-3 months
- Engineering and design = 10-12 months
- Approve plans and specifications = 1-2 months
- Prepare specifications for long lead-time equipment = 2-3 months
- Approval and advertise equipment specifications = 1-2 months
- Bid process = 1-2 months
- Award and PO approval = 1 month
- Order and delivery = 14-18 months (as of June 30, 2007)

## IV. Environmental Study

- Initial study = 3-4 months

## V. Substation Construction

- Advertise and bid process = 2-3 months
- Award and contract approval = 2-3 months
- Construction = 10-12 months
- Test and commissioning and turnover = 1 month

Note: Estimated three to three and a half year Westside Substation development from Year 2007 to 2011.



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt resolution authorizing the procurement of remote terminal unit (RTU) and accessories, from Geo Honn Company, Inc. of Vacaville, CA for the McLane Substation (Not to exceed \$21,000) (EUD)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the procurement of remote terminal unit (RTU) and accessories, from Geo Honn Company, Inc. of Vacaville, CA for McLane Substation.

**BACKGROUND INFORMATION:** The RTU is a critical component for the safe and reliable operation of an unmanned power substation like the McLane Substation. The RTU is used to monitor the operating status power equipment and also used to control power circuit breakers and load tap changers. The existing RTU at McLane Substation was manufactured by Landis & Gyr. It is no longer supported by Siemens and components are difficult to find.

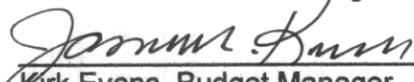
In the past months of operation, EUD has experienced intermittent problems with the RTU prompting calls to substation personnel to put it back into operation. Problems include communication failure, no meter indications, regular failure alarm signals, etc.

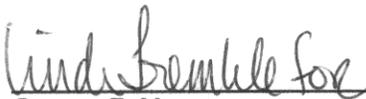
The proposed replacement RTU is a Siemens Model TG5700 complete with Station Manager 2 components and accessories. It will be compatible with existing Supervisory Control and Data Acquisition (SCADA) System. The RTU will be purchased from Geo Honn Company, Inc. of Vacaville, CA. It is the same company that successfully bid for the 15kV Switchgear and RTU for the Killelea Substation Rehabilitation Project.

For purposes of maintaining reliable and safe operation, staff recommends City Council approval for the procurement of the RTU from sole source provider Geo Honn Company of Vacaville, CA.

**FISCAL IMPACT:** The projected cost is not to exceed \$21,000.

**FUNDING AVAILABLE:** Included in FY 2007-08 Budget in Account No. 161651.

*for*   
Kirk Evans, Budget Manager

  
George F. Morrow  
Electric Utility Director

**PREPARED BY:** Demy Bucaneg, Jr., P.E., Manager, Engineering & Operations  
GFM/DB/1st

**APPROVED:**   
Blair King, City Manager

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE PURCHASE OF A REMOTE TERMINAL UNIT (RTU) AND  
ACCESSORIES FOR MCLANE SUBSTATION

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

WHEREAS, the RTU is a critical component for the safe and reliable operation of an unmanned power substation like the McLane Substation, and the RTU is used to monitor the operating status power equipment and also used to control power circuit breakers and load tap changers; and

WHEREAS, the existing RTU at McLane Substation was manufactured by Landis & Gyr, and is no longer supported by Siemens and components are difficult to find.

WHEREAS, in past months, the EUD has experienced intermittent problems with the RTU prompting calls to substation personnel to put it back into operation, communication failures, no meter indications, and regular failure alarm signals, etc.; and

WHEREAS, the proposed replacement RTU is a Siemens Model TG5700 complete with Station Manager 2 components and accessories which will be compatible with existing Supervisory Control and Data Acquisition (SCADA) System; and

WHEREAS, staff recommends that the RTU be purchased sole source from Geo Honn Company, Inc. of Vacaville, California, which is the same company that successfully bid for the 15kV Switchgear and RTU for the Killelea Substation Rehabilitation Project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of a remote terminal unit and accessories for the McLane Substation from Geo Honn Company, Inc., of Vacaville, California, in an amount not to exceed \$21,000.00.

Dated: July 18, 2007

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I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing Purchase of Replacement for AS400 Mid-Range Computer from Logical Design, Inc., of Rancho Cordova, CA (\$142,765) (ISD)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** Adopt resolution authorizing purchase of replacement for AS400 mid-range computer from Logical Design, Inc., of Rancho Cordova, CA, in the amount of \$142,765.

**BACKGROUND INFORMATION:** The IBM AS400 mid-range computer is the City's "workhorse," hosting three major applications, including the JD Edwards enterprise resource planning system, the Business License application, and Alliance Data (Orcom) ECIS utility billing program. Individual JD Edwards modules include payroll, general accounting, payables, and purchasing.

The current system was purchased in 2002 for about \$108,000. It was financed over two years with equal annual payments of \$54,158. Almost five years old, the AS400 is approaching the end of its supportable life. IBM has released the last operating system update for this particular model (V5R4). Hardware support for this system is also expected to become increasingly expensive because of the system's age, or unavailable at all through IBM. In addition, replacement of this system will be necessary as software vendors no longer support the aging operating system version we have, and upgrades to current software applications cease to become available.

#### IBM i5 Model

As the AS400 iSeries model 820 is phased out, the i5 model 525 Express most closely matches the city's current hardware configuration. The new model will provide greatly enhanced performance over the current system. The i5 series computers offer speed and performance levels up to twice that of the AS400 model 820, according to IBM literature. In addition to noticeably improving responsiveness, backups and batch jobs will take far less time to complete.

Staff is also proposing to replace its current tape backup system with a new one designed to operate with the i5 series. The new system offers far greater storage capacity and backup speed. What now takes five hours to backup will likely take about half the time with the new system. In addition, the new tape device can be remotely located to enhance security.

#### Purchase Details

IBM has been aggressively promoting their new i5 models, offering substantial discounts and incentives to customers through their certified business partners. The City of Lodi's Business Partner of Record is Logical Design, Inc. of Rancho Cordova, California. IBM sets the price for all models and offers discounts and incentives only through their Partners. As the city's Partner of Record, Logical Design, Inc. receives the largest discounts and has passed those discounts along to us.

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

Highlights of the new system include:

- IBM System i5 model 525 Express Configuration 2
- IBM 3573 L2U Ultrim 4 Tape Library
- IBM 3580-L43 Ultrim 4 Tape Drive
- Additional three years of Hardware and Software maintenance (four years total)
- Conversion Services and taxes included

Summary of System Costs:

Equipment	\$ 103,350
Conversion services	\$ 4,000
Three years hardware and software maintenance	\$ 26,757
Tax	\$ 8,658
<b>Total System Cost</b>	<b>\$ 142,765</b>

#### Financing Summary

Staff recommends financing the new system over four years through the IBM Installment Payment Master Agreement (IPMA). Prevailing interest rates from IBM are at or below current market rates. The purchase package includes hardware and software support and maintenance costs that the city now pays for on an annual basis. We currently spend about \$45,000 annually for hardware and software support costs through IBM. The city will save about \$6,400 annually under this proposal.

The monthly payments will be \$3,217.03 or about \$38,604 annually.

This is the four-year IPMA payment schedule and interest rates. IBM charges different rates for IBM and non-IBM products. The blended rate is approximately 3.897%.

Item	Monthly payment	Interest rate
I5 model 525	\$2,315.09	3.66%
HW and SW maintenance	\$610.15	4.60%
Conversion Services	\$92.21	5.17%
Taxes	\$199.58	5.17%

#### Disposal of current AS400

The current AS400 model 820 may have marginal cash value, which is being researched by ISD staff. Unlike PCs, large mid-range computers like the AS400 attract a very select, limited market. The current box may be worth \$3,000, according to preliminary estimates.

Regardless of whether the city is able to sell the current AS400, or must literally dispose of it through other channels, the system hard drives will be thoroughly erased (or destroyed) so that no data remains or can be retrieved by new owners.

#### Summary:

Staff recommends the purchase of a new i5 series IBM computer to replace its current 5-year old AS400, which will soon be unsupported. It is also recommended that the city finance the purchase over four years through the IBM Installment Payment Master Agreement (IPMA) at interest rates that are at or below current market. Staff recommends a payment schedule of \$3,217.03 per month, or about \$38,604 annually, which will eliminate current support expenditures, thus saving the city about \$6,400 per year.

**FISCAL IMPACT:** The city currently budgets \$45,000 for IBM support and maintenance. The city will instead make monthly payments totaling \$38,604 per year. The city will save approximately \$6,400 annually.

**FUNDING:** Budgeted item **100411.7322 (ISD Equipment Rental)**

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Kirk Evans, Budget Manager

Respectfully Submitted,

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James R. Krueger  
Deputy City Manager

Prepared by:  
Steve Mann, Information Systems Manager

JK/SM

**City of Lodi model 525 and tape drive configuration**

Product	Description	Qty	Extended Purchase	Extended Maint	Term
9406-525	Server 1:9406 Model 525	1	N/C	50.00	Mth
0041	Device Parity Protection-All	1	N/C		
0163	Fibre Channel Attach	1	N/C		
0290	Ext Tape Attached via #5736	1	N/C		
0532	V5R4 OS, V5R4M0 Machine Code	1	N/C		
0835	#4327 Load Source Specify	1	N/C		
0909	1/2W Serv Feat 525 1x8330	1	N/C	66.00	Mth
1025	Modem Cable - US/Canada	1	N/C		
1483	10m HSL-2 Cable	2	1,700.00		
2640	DVD-ROM	1	207.00		
2844	PCI IOP	2	4,200.00		
2888	HSL-2/RIO-G Ports - 2 Copper	1	475.00		
2924	English	1	N/C		
4327	70.56GB 15k rpm Disk Unit	14	13,986.00		
4400	1GB DDR2 Main Storage	2	1,100.00		
4746	PCI Twinaxial Workstn IOA	1	750.00		
5000	Software Preload Required	1	N/C		
5095	PCI-X Expansion Tower	1	7,995.00	241.00	Mth
5138	Redundant Power and Cooling	1	1,350.00		
5159	850 Watt Power Supply	1	417.00		
5540	Sys Console on Twinax WSC	1	N/C		
5704	PCI-X Fibre Chan Tape Ctlr	1	2,646.00		
5727	Integrated Cache - 40MB	1	1,499.00		
5736	PCI-X Disk/Tape Ctlr w/IOP	1	587.00		
5776	PCI-X Disk Ctlr-90MB No IOP	1	1,999.00		
6008	SPCN Power Cable - 6m	2	100.00		
6470	6-Ft 125V/15A Power Cord	4	N/C		
6574	4-Disk Slot Exp - Base Ctlr	1	244.00	64.00	Mth
7180	Acoustic Front Door	1	N/C		
7791	Express Configuration #2	1	59,900.00	50.00	Mth
7885	Deskside	1	N/C		
8330	1.9GHz Proc 0/2-Way	1	N/C		
8410	Base Proc Activation	1	N/C		
9517	Base HSL-2/RIO-G Bus Adapter	1	N/C		
9793	Base PCI 2-Line WAN w/Modem	1	N/C		
9844	Base PCI IOP	1	N/C		
	Serial: 000000000	Total	USD 99,155.00	USD 471.00	Mth
3573-L2U	TS3100 Tape Library Express	1	4,000.00	800.00	Ann
6013	13m LC/LC Fibre Channel Cable	1	184.00		
8144	Ultrium 4 Fibre Channel Drive	1	10,770.00		
8405	Ultrium 4 Data Cartridge (5-pack)	4	2,056.00		
9800	2.8m Power Cord 125V US/Canada	1	N/C		
	Serial: 000000000	Total	USD 17,010.00	USD 800.00	Ann
3580-L43	TS2340 Tape Drive Express	1	5,170.00	939.00	Ann
5610	10m VHDCI/HD68 SCSI Cable	1	176.00		
9400	Attached to i5/OS or OS/400 System	1	N/C		
9800	2.8m Power Cord, 125V 15A, US/Canada	1	N/C		
	Serial: 000000000	Total	USD 5,346.00	USD 939.00	Ann



June 21, 2007

Mr. Steve Mann  
City of Lodi  
212 West Pine Street  
Lodi, CA 95242

Dear Steve,

I have redone this proposal based upon a 48 month Installment Payment Master Agreement. (IPMA) The system is configured as follows:

IBM System i5 model 525 Express Configuration 2  
150 users  
2GB main storage  
980GB DASD (800GB usable after RAID protection)  
Feature 5095 Expansion cabinet  
Twinax controller  
(Full configuration attached)

IBM 3573 L2U Ultrim 4 Tape Library  
Fiber attached

IBM 3580-L43 Ultrim 4 Tape Drive  
SCSI attached

Additional three years of Hardware and Software maintenance

Conversion Services and taxes included

The list price of the i5 model 525 and the tape drives is \$119,505.00  
Logical Design, Inc. can offer you a price of \$103,350.00

The additional three years of Hardware and Software maintenance after the warranty period is \$26,757.00

The Conversion Services are \$4,000.00

The tax is \$8,658.00 You are only taxes on the system unit and the software maintenance. The Hardware maintenance and Conversion services are not subject to tax.

The four-year IPMA numbers and interest rates follow. IBM charges different rates for IBM and non-IBM products.

ITEM	Monthly payment	Interest rate
I5 model 525	\$2,315.09	3.66%
HW and SW maintenance	\$610.15	4.60%
Conversion Services	\$92.21	5.17%
Taxes	\$199.58	5.17%

The total monthly payment would be \$3,217.03. This quote is based on a July 2007 system install date with payments commencing on August 1, 2007 due on September 1, 2007.

Feel free to call me with any additional questions or changes.

Sincerely,

*Ron*

Ron Coy

**IBM Credit LLC  
Special Bids  
Cover Sheet  
June 27, 2007**

**Quote Type:** Installment Payment Master Agreement  
**Quote Number:** Q02894265-01  
**Quote Validity Date:** July 31, 2007  
**Article of Incorporation Name:** CITY OF LODI  
**Customer Name:** CITY OF LODI  
305 W PINE ST  
LODI, CA 95240-2021  
**IBM Customer Number:** 1785322  
**IBM Enterprise Number:** 5252708  
**Field Contact:** DENISE GARCIA  
**Direct Rates User code:** DAG  
**Direct Rates Filename:** LODI  
**Bethesda Processing Code:** CA

**Administrative Instructions**

The quote consists of this cover sheet and its attachment(s). All conditions in this quote must be satisfied for the rates to be valid. This quote will expire after the quote validity date.

The terms and conditions in this quote may be different from the original quote submitted. Please review this quote to ensure that you are aware of any differences.

If the customer accepts your financing proposal based on this quote, the required documentation listed in this quote must be signed by the customer and received by IBM by the quote validity date.

Attachment

**IBM CREDIT LLC**  
**ATTACHMENT FOR DOCUMENTATION, CONDITIONS, AND FINANCING RATES**

**Customer Name:** CITY OF LODI  
**Quote Number:** Q02894265-01  
**Date:** June 27, 2007

**REQUIRED DOCUMENTATION:**

1. IBM Corporation Installment Payment Master Agreement - State and Local Government, if one has not been previously signed.
2. This quote requires the customer to execute a Certificate of Acceptance form (Z126-5057) available on FAWN.
3. Installment Payment Supplement (Vendor Supplied Equipment).

**CONDITIONS:**

1. This quote is for an IBM Credit LLC National Account. The Selected Government Account (SGA) Code is: 664
2. Payments are monthly in arrears.
3. These rates are CONTINGENT upon IBM Credit qualifying this customer for eligibility to receive state and local rates under section 103(a) of the Internal Revenue Service Code. Please complete the State and Local Qualification - Section 103 form found in Global Financing Online under the Tools and Reference Information for Customer Financing Category.
4. The rates in this quote are contingent upon meeting the criteria outlined in the Credit comments below. These credit comments reflect credit log 9935151:
  - P 1. Total Unsecured fin'g limited as a % of TOTAL secured  
H/W: 100.00% AND
  - P 2. UCC-1 exempt AND
  - P 3. Total Solution financed must have min 75% IBM content  
AND
  - P 4. Accept no modifications to UCC attestation, legal name, etc.
5. Recurring sales/use and personal property taxes required to be paid by you under the Term Lease Master Agreement, are not in the rates.
6. IGF financing rates contingent on equipment having a confirmed ship date from IBM of 12/31/2007 or sooner.
7. If the financing is for a model or feature addition, the base machine must be either owned by you with clear title, or currently financed under an Installment Payment Master Agreement (IPMA).
8. The following statement must appear on all IPMA Payment Schedules associated with this quote:  
"The payments shown on this payment schedule, reflect waiver of the Prepayment Fee provision of the Installment Payment Master Agreement."
9. Validity Date: This quote is valid through: July 31, 2007.

**IBM CREDIT LLC**

**ATTACHMENT FOR DOCUMENTATION, CONDITIONS, AND FINANCING RATES**

Customer Name: CITY OF LODI  
 Quote Number: Q02894265-01  
 Date: June 27, 2007

**FINANCING RATES:**

DEALER/REMARKETER SOURCED HARDWARE

Line	Mach	Mod	Opt	Term	Install Month	Interest Rate %		Net Purchase Price	Down Payment
						monthly	annualized		
1	9406	525	IG	48	08/07	3.60	3.66	103,350.00	0.00
Low Rate Financing									

OTHER IBM PRODUCTS AND SERVICES

Line	Mach	Mod	Opt	Term	Install Month	Interest Rate %		Net Purchase Price	Down Payment
						monthly	annualized		
2	9SSR	001	S'	48	08/07	4.51	4.61	26,757.00	0.00
Low Rate Financing									

NON-IBM PRODUCTS AND SERVICES

Line	Mach	Mod	Opt	Term	Install Month	Interest Rate %		Net Purchase Price	Down Payment
						monthly	annualized		
3	9994	001	T'	48	08/07	5.06	5.18	4,000.00	0.00
4	9BPP	004	T'	48	08/07	5.06	5.18	8,658.00	0.00

(\*\*) For IBM EMO, "INSTALL MONTH" is the finance effective start month.

End of Individual Quote Number Q02894265-01 dated June 27, 2007

IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE

Customer Name: CITY OF LODI  
Reference Number: Q02894265-01  
Date: 2007-06-27

Mach/Model:	9406/525	Net Purchase Price:	103,350.00
Term:	48	Payment Frequency:	monthly
Install Month:	08/07	Option:	IG
monthly Rate:	3.60%	Interest Commencement Date:	09/01/2007
		PAYMENT START DATE:	09/01/2007

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from loan prepayment prior to the stated end of term, will be based on the actual Install Date and Interest Commencement Date. The payments on this schedule reflect waiver of the Installment Payment Master Agreement prepayment fee provisions.

Payment Due	Payment	Fin. Charge	Principal	Balance
-----	-----	-----	-----	-----
				103,350.00
OCT 01, 2007	2,315.09	310.05	2,005.04	101,344.96
NOV 01, 2007	2,315.09	304.03	2,011.06	99,333.90
DEC 01, 2007	2,315.09	298.00	2,017.09	97,316.81
JAN 01, 2008	2,315.09	291.95	2,023.14	95,293.67
FEB 01, 2008	2,315.09	285.88	2,029.21	93,264.46
MAR 01, 2008	2,315.09	279.79	2,035.30	91,229.16
APR 01, 2008	2,315.09	273.69	2,041.40	89,187.76
MAY 01, 2008	2,315.09	267.56	2,047.53	87,140.23
JUN 01, 2008	2,315.09	261.42	2,053.67	85,086.56
JUL 01, 2008	2,315.09	255.26	2,059.83	83,026.73
AUG 01, 2008	2,315.09	249.08	2,066.01	80,960.72
SEP 01, 2008	2,315.09	242.88	2,072.21	78,888.51
OCT 01, 2008	2,315.09	236.67	2,078.42	76,810.09
NOV 01, 2008	2,315.09	230.43	2,084.66	74,725.43
DEC 01, 2008	2,315.09	224.18	2,090.91	72,634.52
JAN 01, 2009	2,315.09	217.90	2,097.19	70,537.33
FEB 01, 2009	2,315.09	211.61	2,103.48	68,433.85
MAR 01, 2009	2,315.09	205.30	2,109.79	66,324.06
APR 01, 2009	2,315.09	198.97	2,116.12	64,207.94
MAY 01, 2009	2,315.09	192.62	2,122.47	62,085.47
JUN 01, 2009	2,315.09	186.26	2,128.83	59,956.64
JUL 01, 2009	2,315.09	179.87	2,135.22	57,821.42
AUG 01, 2009	2,315.09	173.46	2,141.63	55,679.79
SEP 01, 2009	2,315.09	167.04	2,148.05	53,531.74
OCT 01, 2009	2,315.09	160.60	2,154.49	51,377.25
NOV 01, 2009	2,315.09	154.13	2,160.96	49,216.29
DEC 01, 2009	2,315.09	147.65	2,167.44	47,048.85
JAN 01, 2010	2,315.09	141.15	2,173.94	44,874.91
FEB 01, 2010	2,315.09	134.62	2,180.47	42,694.44
MAR 01, 2010	2,315.09	128.08	2,187.01	40,507.43
APR 01, 2010	2,315.09	121.52	2,193.57	38,313.86
MAY 01, 2010	2,315.09	114.94	2,200.15	36,113.71
JUN 01, 2010	2,315.09	108.34	2,206.75	33,906.96
JUL 01, 2010	2,315.09	101.72	2,213.37	31,693.59
AUG 01, 2010	2,315.09	95.08	2,220.01	29,473.58
SEP 01, 2010	2,315.09	88.42	2,226.67	27,246.91
OCT 01, 2010	2,315.09	81.74	2,233.35	25,013.56
NOV 01, 2010	2,315.09	75.04	2,240.05	22,773.51
DEC 01, 2010	2,315.09	68.32	2,246.77	20,526.74
JAN 01, 2011	2,315.09	61.58	2,253.51	18,273.23
FEB 01, 2011	2,315.09	54.82	2,260.27	16,012.96
MAR 01, 2011	2,315.09	48.04	2,267.05	13,745.91
APR 01, 2011	2,315.09	41.24	2,273.85	11,472.06
MAY 01, 2011	2,315.09	34.42	2,280.67	9,191.39
JUN 01, 2011	2,315.09	27.57	2,287.52	6,903.87
JUL 01, 2011	2,315.09	20.71	2,294.38	4,609.49
AUG 01, 2011	2,315.09	13.83	2,301.26	2,308.23

IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE

Customer Name: CITY OF LODI  
Reference Number: Q02894265-01  
Date: 2007-06-27

Payment Due	Payment	Fin. Charge	Principal	Balance
-----	-----	-----	-----	-----
SEP 01, 2011	2,315.09	6.86	2,308.23	0.00
-----	-----	-----	-----	-----
Total	111,124.32	7,774.32	103,350.00	

IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE

Customer Name: CITY OF LODI  
Reference Number: Q02894265-01  
Date: 2007-06-27

Mach/Model:	9SSR/001	Net Purchase Price:	26,757.00
Term:	48	Payment Frequency:	monthly
Install Month:	08/07	Option:	S'
monthly Rate:	4.51%	Interest Commencement Date:	09/01/2007
		PAYMENT START DATE:	09/01/2007

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from loan prepayment prior to the stated end of term, will be based on the actual Install Date and Interest Commencement Date. The payments on this schedule reflect waiver of the Installment Payment Master Agreement prepayment fee provisions.

Payment Due	Payment	Fin. Charge	Principal	Balance
-----	-----	-----	-----	-----
				26,757.00
OCT 01, 2007	610.27	100.56	509.71	26,247.29
NOV 01, 2007	610.27	98.65	511.62	25,735.67
DEC 01, 2007	610.27	96.72	513.55	25,222.12
JAN 01, 2008	610.27	94.79	515.48	24,706.64
FEB 01, 2008	610.27	92.86	517.41	24,189.23
MAR 01, 2008	610.27	90.91	519.36	23,669.87
APR 01, 2008	610.27	88.96	521.31	23,148.56
MAY 01, 2008	610.27	87.00	523.27	22,625.29
JUN 01, 2008	610.27	85.03	525.24	22,100.05
JUL 01, 2008	610.27	83.06	527.21	21,572.84
AUG 01, 2008	610.27	81.08	529.19	21,043.65
SEP 01, 2008	610.27	79.09	531.18	20,512.47
OCT 01, 2008	610.27	77.09	533.18	19,979.29
NOV 01, 2008	610.27	75.09	535.18	19,444.11
DEC 01, 2008	610.27	73.08	537.19	18,906.92
JAN 01, 2009	610.27	71.06	539.21	18,367.71
FEB 01, 2009	610.27	69.03	541.24	17,826.47
MAR 01, 2009	610.27	67.00	543.27	17,283.20
APR 01, 2009	610.27	64.96	545.31	16,737.89
MAY 01, 2009	610.27	62.91	547.36	16,190.53
JUN 01, 2009	610.27	60.85	549.42	15,641.11
JUL 01, 2009	610.27	58.78	551.49	15,089.62
AUG 01, 2009	610.27	56.71	553.56	14,536.06
SEP 01, 2009	610.27	54.63	555.64	13,980.42
OCT 01, 2009	610.27	52.54	557.73	13,422.69
NOV 01, 2009	610.27	50.45	559.82	12,862.87
DEC 01, 2009	610.27	48.34	561.93	12,300.94
JAN 01, 2010	610.27	46.23	564.04	11,736.90
FEB 01, 2010	610.27	44.11	566.16	11,170.74
MAR 01, 2010	610.27	41.98	568.29	10,602.45
APR 01, 2010	610.27	39.85	570.42	10,032.03
MAY 01, 2010	610.27	37.70	572.57	9,459.46
JUN 01, 2010	610.27	35.55	574.72	8,884.74
JUL 01, 2010	610.27	33.39	576.88	8,307.86
AUG 01, 2010	610.27	31.22	579.05	7,728.81
SEP 01, 2010	610.27	29.05	581.22	7,147.59
OCT 01, 2010	610.27	26.86	583.41	6,564.18
NOV 01, 2010	610.27	24.67	585.60	5,978.58
DEC 01, 2010	610.27	22.47	587.80	5,390.78
JAN 01, 2011	610.27	20.26	590.01	4,800.77
FEB 01, 2011	610.27	18.04	592.23	4,208.54
MAR 01, 2011	610.27	15.82	594.45	3,614.09
APR 01, 2011	610.27	13.58	596.69	3,017.40
MAY 01, 2011	610.27	11.34	598.93	2,418.47
JUN 01, 2011	610.27	9.09	601.18	1,817.29

IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE

Customer Name: CITY OF LODI  
Reference Number: Q02894265-01  
Date: 2007-06-27

Payment Due	Payment	Fin. Charge	Principal	Balance
-----	-----	-----	-----	-----
JUL 01, 2011	610.27	6.83	603.44	1,213.85
AUG 01, 2011	610.27	4.56	605.71	608.14
SEP 01, 2011	610.27	2.13	608.14	0.00
-----	-----	-----	-----	-----
Total	29,292.96	2,535.96	26,757.00	

**IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE**

Customer Name: CITY OF LODI  
Reference Number: Q02894265-01  
Date: 2007-06-27

Mach/Model:	9994/001	Net Purchase Price:	4,000.00
Term:	48	Payment Frequency:	monthly
Install Month:	08/07	Option:	T'
monthly Rate:	5.06%	Interest Commencement Date:	09/01/2007
		PAYMENT START DATE:	09/01/2007

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from loan prepayment prior to the stated end of term, will be based on the actual Install Date and Interest Commencement Date. The payments on this schedule reflect waiver of the Installment Payment Master Agreement prepayment fee provisions.

Payment Due	Payment	Fin. Charge	Principal	Balance
-----	-----	-----	-----	-----
				4,000.00
OCT 01, 2007	92.23	16.87	75.36	3,924.64
NOV 01, 2007	92.23	16.55	75.68	3,848.96
DEC 01, 2007	92.23	16.23	76.00	3,772.96
JAN 01, 2008	92.23	15.91	76.32	3,696.64
FEB 01, 2008	92.23	15.59	76.64	3,620.00
MAR 01, 2008	92.23	15.26	76.97	3,543.03
APR 01, 2008	92.23	14.94	77.29	3,465.74
MAY 01, 2008	92.23	14.61	77.62	3,388.12
JUN 01, 2008	92.23	14.29	77.94	3,310.18
JUL 01, 2008	92.23	13.96	78.27	3,231.91
AUG 01, 2008	92.23	13.63	78.60	3,153.31
SEP 01, 2008	92.23	13.30	78.93	3,074.38
OCT 01, 2008	92.23	12.96	79.27	2,995.11
NOV 01, 2008	92.23	12.63	79.60	2,915.51
DEC 01, 2008	92.23	12.29	79.94	2,835.57
JAN 01, 2009	92.23	11.96	80.27	2,755.30
FEB 01, 2009	92.23	11.62	80.61	2,674.69
MAR 01, 2009	92.23	11.28	80.95	2,593.74
APR 01, 2009	92.23	10.94	81.29	2,512.45
MAY 01, 2009	92.23	10.59	81.64	2,430.81
JUN 01, 2009	92.23	10.25	81.98	2,348.83
JUL 01, 2009	92.23	9.90	82.33	2,266.50
AUG 01, 2009	92.23	9.56	82.67	2,183.83
SEP 01, 2009	92.23	9.21	83.02	2,100.81
OCT 01, 2009	92.23	8.86	83.37	2,017.44
NOV 01, 2009	92.23	8.51	83.72	1,933.72
DEC 01, 2009	92.23	8.15	84.08	1,849.64
JAN 01, 2010	92.23	7.80	84.43	1,765.21
FEB 01, 2010	92.23	7.44	84.79	1,680.42
MAR 01, 2010	92.23	7.09	85.14	1,595.28
APR 01, 2010	92.23	6.73	85.50	1,509.78
MAY 01, 2010	92.23	6.37	85.86	1,423.92
JUN 01, 2010	92.23	6.00	86.23	1,337.69
JUL 01, 2010	92.23	5.64	86.59	1,251.10
AUG 01, 2010	92.23	5.28	86.95	1,164.15
SEP 01, 2010	92.23	4.91	87.32	1,076.83
OCT 01, 2010	92.23	4.54	87.69	989.14
NOV 01, 2010	92.23	4.17	88.06	901.08
DEC 01, 2010	92.23	3.80	88.43	812.65
JAN 01, 2011	92.23	3.43	88.80	723.85
FEB 01, 2011	92.23	3.05	89.18	634.67
MAR 01, 2011	92.23	2.68	89.55	545.12
APR 01, 2011	92.23	2.30	89.93	455.19
MAY 01, 2011	92.23	1.92	90.31	364.88
JUN 01, 2011	92.23	1.54	90.69	274.19

IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE

Customer Name: CITY OF LODI  
Reference Number: Q02894265-01  
Date: 2007-06-27

Payment Due	Payment	Fin. Charge	Principal	Balance
-----	-----	-----	-----	-----
JUL 01, 2011	92.23	1.16	91.07	183.12
AUG 01, 2011	92.23	0.77	91.46	91.66
SEP 01, 2011	92.23	0.57	91.66	0.00
	-----	-----	-----	
Total	4,427.04	427.04	4,000.00	

IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE

Customer Name: CITY OF LODI  
Reference Number: Q02894265-01  
Date: 2007-06-27

Mach/Model:	9BPP/004	Net Purchase Price:	8,658.00
Term:	48	Payment Frequency:	monthly
Install Month:	08/07	Option:	T'
monthly Rate:	5.06%	Interest Commencement Date:	09/01/2007
		PAYMENT START DATE:	09/01/2007

Payment Schedule calculations are based on the Planned Install Date, the Interest Commencement Date and reflect any downpayments. Payments and charges resulting from loan prepayment prior to the stated end of term, will be based on the actual Install Date and Interest Commencement Date. The payments on this schedule reflect waiver of the Installment Payment Master Agreement prepayment fee provisions.

Payment Due	Payment	Fin. Charge	Principal	Balance
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				8,658.00
OCT 01, 2007	199.62	36.51	163.11	8,494.89
NOV 01, 2007	199.62	35.82	163.80	8,331.09
DEC 01, 2007	199.62	35.13	164.49	8,166.60
JAN 01, 2008	199.62	34.44	165.18	8,001.42
FEB 01, 2008	199.62	33.74	165.88	7,835.54
MAR 01, 2008	199.62	33.04	166.58	7,668.96
APR 01, 2008	199.62	32.34	167.28	7,501.68
MAY 01, 2008	199.62	31.63	167.99	7,333.69
JUN 01, 2008	199.62	30.92	168.70	7,164.99
JUL 01, 2008	199.62	30.21	169.41	6,995.58
AUG 01, 2008	199.62	29.50	170.12	6,825.46
SEP 01, 2008	199.62	28.78	170.84	6,654.62
OCT 01, 2008	199.62	28.06	171.56	6,483.06
NOV 01, 2008	199.62	27.34	172.28	6,310.78
DEC 01, 2008	199.62	26.61	173.01	6,137.77
JAN 01, 2009	199.62	25.88	173.74	5,964.03
FEB 01, 2009	199.62	25.15	174.47	5,789.56
MAR 01, 2009	199.62	24.41	175.21	5,614.35
APR 01, 2009	199.62	23.67	175.95	5,438.40
MAY 01, 2009	199.62	22.93	176.69	5,261.71
JUN 01, 2009	199.62	22.19	177.43	5,084.28
JUL 01, 2009	199.62	21.44	178.18	4,906.10
AUG 01, 2009	199.62	20.69	178.93	4,727.17
SEP 01, 2009	199.62	19.93	179.69	4,547.48
OCT 01, 2009	199.62	19.18	180.44	4,367.04
NOV 01, 2009	199.62	18.41	181.21	4,185.83
DEC 01, 2009	199.62	17.65	181.97	4,003.86
JAN 01, 2010	199.62	16.88	182.74	3,821.12
FEB 01, 2010	199.62	16.11	183.51	3,637.61
MAR 01, 2010	199.62	15.34	184.28	3,453.33
APR 01, 2010	199.62	14.56	185.06	3,268.27
MAY 01, 2010	199.62	13.78	185.84	3,082.43
JUN 01, 2010	199.62	13.00	186.62	2,895.81
JUL 01, 2010	199.62	12.21	187.41	2,708.40
AUG 01, 2010	199.62	11.42	188.20	2,520.20
SEP 01, 2010	199.62	10.63	188.99	2,331.21
OCT 01, 2010	199.62	9.83	189.79	2,141.42
NOV 01, 2010	199.62	9.03	190.59	1,950.83
DEC 01, 2010	199.62	8.23	191.39	1,759.44
JAN 01, 2011	199.62	7.42	192.20	1,567.24
FEB 01, 2011	199.62	6.61	193.01	1,374.23
MAR 01, 2011	199.62	5.79	193.83	1,180.40
APR 01, 2011	199.62	4.98	194.64	985.76
MAY 01, 2011	199.62	4.16	195.46	790.30
JUN 01, 2011	199.62	3.33	196.29	594.01

IBM CREDIT LLC  
IPMA PAYMENT SCHEDULE

Customer Name: CITY OF LODI  
Reference Number: Q02894265-01  
Date: 2007-06-27

Payment Due	Payment	Fin. Charge	Principal	Balance
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JUL 01, 2011	199.62	2.50	197.12	396.89
AUG 01, 2011	199.62	1.67	197.95	198.94
SEP 01, 2011	199.62	0.68	198.94	0.00
	-----	-----	-----	
Total	9,581.76	923.76	8,658.00	

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY  
COUNCIL APPROVING PURCHASE OF  
AN AS400 COMPUTER

=====

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

WHEREAS, the IBM AS400 mid-range computer is the City's "workhorse," hosting three major applications, including the JD Edwards enterprise resource planning system, the Business License application, and Alliance Data (Orcom) ECIS utility billing program. Individual JD Edwards modules include payroll, general accounting, payables, and purchasing; and

WHEREAS, the current system was purchased in 2002 and is approaching the end of its supportable life; and

WHEREAS, IBM has released the last operating system update for this particular model (V5R4), and the hardware support for this system is also expected to become increasingly expensive because of the system's age, or unavailable at all through IBM; and

WHEREAS, replacement of this system will be necessary as software vendors no longer support the aging operating system version the City currently utilizes, and upgrades to current software applications cease to become available.

WHEREAS, staff recommends purchasing a new i5 series IBM computer from Logical Design, Inc., of Rancho Cordova in the amount of \$142,765.00, and financing the purchase over four years through the IBM Installment Payment Master Agreement (IPMA) at interest rates that are at or below current market; and

WHEREAS, staff further recommends a payment schedule of \$3,217.03 per month, or approximately \$38,604 annually, which will eliminate current support expenditures, thus saving the city about \$6,400 per year.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the replacement purchase of an AS400 computer from Logical Design, Inc., of Rancho Cordova, California, in the amount of \$142,765, which includes financing costs.

Dated: July 18, 2007

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I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing Replacement of Damaged Street Sweeper and Authorizing the City Manager to Execute Contract and Possible Grant Agreements and Appropriate Funds (\$248,000)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing replacement of damaged street sweeper and authorizing the City Manager to execute contract, including possible grant agreements, and appropriate funds.

**BACKGROUND INFORMATION:** The City utilizes two street sweepers on a daily basis and keeps a third street sweeper as a back-up, for construction activities, and as the primary sweeper during leaf removal because of specialized equipment fitted only to that sweeper. The oldest sweeper (Unit 04-131) was destroyed in a vehicle fire on June 13, 2007. Staff is requesting permission to replace the damaged street sweeper to maintain the level of sweeping service, a minimum of twice a month, as specified in the City of Lodi Storm Water Phase II Permit, Best Management Practices, adopted in 2002.

Staff is recommending dispensing with the formal bid process for the purchase of a new demo CNG-powered Tymco sweeper due to speed of delivery, known low operating costs, reliability, and parts availability. Staff investigated purchasing a sweeper through a tag-on bid with another agency. A recent bid for the City of San Francisco (bid date February 2, 2007) had a delivery time up to 150 days and at a cost of \$237,564. It would be more advantageous to purchase a new demo at \$228,950 with a delivery time of only 30 days. Should one of the primary sweepers require any repairs during the time waiting for delivery, staff would be faced with the options of eliminating sweeping while waiting for parts and repairs or possibly renting a sweeper if one is available.

**FISCAL IMPACT:** Failure to replace the sweeper may jeopardize compliance with the NPDES Phase II permit, as well as impacting the level of sweeping service provided to the citizens of Lodi. While the City of Lodi vehicle management system depreciates sweepers over a six-year cycle, traditionally they have been kept for a longer period of time. The replacement program for the City's sweepers utilizes a seven-year front line cycle, including the ones in service since 2002, as shown in the attached Exhibit. Replacement of this sweeper in 2007/08 is on schedule and would have been proposed in the next budget. Staff is investigating possible air quality grants to help with the increased costs associated with the CNG engines.

**FUNDING AVAILABLE:** Funding will be divided among the Street fund, Wastewater fund, any insurance reimbursement, and any grant money at \$248,000 plus tax. Street sweeping costs, including sweeper maintenance, are split between the Street fund and the Wastewater fund.

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager  
RCP/CJ/pmf  
Attachment  
cc: George M. Bradley, Streets and Drainage Manager

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



RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE PURCHASE OF A TYMCO SWEEPER FROM GCS WESTERN OF SACRAMENTO TO REPLACE DAMAGED STREET SWEEPER

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

WHEREAS, the Public Works Department Street Division's Sweeper No. 04-131 was destroyed by fire on June 13, 2007; and

WHEREAS, the City utilizes two street sweepers on a daily basis and uses a third street sweeper as a back-up, for construction activities, and as the primary sweeper during leaf removal because of specialized equipment fitted only to that sweeper; and

WHEREAS, staff is requesting permission to replace the damaged street sweeper to maintain the level of sweeping service as specified in the City of Lodi Storm Water Phase II Permit, Best Management Practices, adopted in 2002.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the purchase of a new demo CNG-powered TYMCO sweeper from GCS Western, of Sacramento, California, at a cost not to exceed \$248,000; and

BE IT FURTHER RESOLVED that \$248,000 be appropriated with funding to be divided among the Street Fund, Wastewater Fund, any insurance reimbursement, and possible grant agreements for this purchase; and that the City Manager is hereby authorized to execute the contract for the purchase and any applicable grant agreements.

Dated: July 18, 2007

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving Purchase of Nine Copy Machines and Contract for Maintenance Services for Various Departments from IKON Office Solutions and Appropriate Funds (\$131,077)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** Adopt resolution approving the purchase of nine copy machines and a contract for maintenance services for various City departments from IKON Office Solutions and appropriate necessary monies from the Streets, Wastewater, and Equipment Replacement Funds.

**BACKGROUND INFORMATION:** Copy machines have a finite usable life span. Several machines throughout the City have reached the end of their lifespan. Breakdowns are frequent, calls for repair have grown to an excessive level, and the machines can not be relied upon to perform the job.

On April 27, 2007, the City received seven responses to a request for proposals sent out for the purchase and maintenance of copiers for various City departments. Proposals received were reviewed to verify that each had met required specifications. A comparison was then performed on all proposals regarding not only the purchase price of each machine but also on their proposed maintenance costs, which were based on a price per copy rate. In addition, City staff conducted phone interviews with the references provided by each vendor.

Based on the above mentioned research and comparisons, City staff has made a recommendation to purchase the machines from IKON Office Solutions as well as to have IKON provide maintenance services on each machine. The brand of copier IKON will be providing is Canon. IKON Office Solutions is under contract with San Joaquin County, San Joaquin Delta College, and the Lodi Unified School District. City staff has communicated with several of IKON's current customers, and all have expressed satisfaction with the company and the great level of service they provide.

There are a total of nine copiers that will be purchased. The following is the list of departments/divisions that will be purchasing new copiers:

- Public Works (City Hall)
- Public Works (White Slough Water Pollution Control Facility)
- Human Resources
- Administration
- Finance & Budget (2)
- Hutchins Street Square
- Parks & Recreation
- Fire Department

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

**FISCAL IMPACT:** Copier purchase: \$131,077. Maintenance Contract is estimated at \$11,835. Departments have funds budgeted for current copier maintenance agreements in their operating accounts. This mitigates the impact of the maintenance contract cost.

**FUNDING AVAILABLE:** Carryover funding from 2006-07 to cover the purchase of all copiers is available in the Streets, Wastewater, and Equipment Replacement Funds.

<u>Equipment purchase:</u>	
3201201 Streets	\$ 16,451
1711201 Wastewater	\$ 4,365
122 Equipment Replacement Fund	<u>\$110,261</u>
	\$131,077

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Kirk Evans, Budget Manager

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James R. Krueger  
Deputy City Manager

JRK/kje

Attachments

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING THE BID FOR THE PURCHASE OF  
PHOTOCOPIER FOR THE MUNICIPAL SERVICE  
CENTER, AND APPROPRIATING FUNDS TO COVER  
THIS PURCHASE

=====

Adopt resolution approving the purchase of nine copy machines and a contract for maintenance services for various City departments from IKON Office Solutions and appropriate necessary monies from the Streets, Wastewater, and Equipment Replacement Funds.

WHEREAS, several machines throughout the City have reached the end of their lifespan causing frequent breakdowns and excessive calls for repair, and the machines can no longer be relied upon to perform the job; and

WHEREAS, on April 27, 2007, the City received seven responses to a Request for Proposals for the purchase and maintenance of copiers for various City departments; and

WHEREAS, Proposals received were reviewed to verify that each had met required specifications, and a comparison was then performed on all proposals regarding not only the purchase price of each machine but also on their proposed maintenance costs, which were based on a price per copy rate; and

WHEREAS, City staff also conducted phone interviews with the references provided by each vendor, and based on research and comparisons, staff recommends purchasing Canon copier machines from IKON Office Solutions as well as to have IKON provide maintenance services on each machine; and

WHEREAS, staff recommends purchasing nine copiers for the following departments/divisions:

- Public Works (City Hall)
- Public Works (White Slough Water Pollution Control Facility)
- Human Resources
- Administration
- Finance & Budget (2)
- Hutchins Street Square
- Parks & Recreation
- Fire Department

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the purchase of nine copy machines and a contract for maintenance services for the various City Departments from IKON Office Solutions in the amount of \$131,077; and

BE IT FURTHER RESOLVED, that \$131,077.00 be appropriated from the Streets, Wastewater, and Equipment Replacement Funds for this purchase.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

AYES: COUNCIL MEMBERS -

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS -

RANDI JOHL  
City Clerk

2007-\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Acknowledging Award of Air Resources Board Reimbursement Grant (\$69,606); Approving Backhoe Purchase from Papé Machinery, Inc., of French Camp (\$73,313); Approving Purchase and Installation of Cleaire Emissions Reduction Device in Accordance with Grant Funding Requirements (\$14,770); and Appropriating Funds (\$88,083)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution acknowledging the award of a California Air Resources Board Reimbursement Grant in the amount of \$69,606; approving a backhoe purchase from Papé Machinery, Inc., of French Camp, in the amount of \$73,313; approving the purchase and installation of a Cleaire Emissions Reduction Device in accordance with grant funding requirements in the amount of \$14,770; and appropriating funds (\$88,083).

**BACKGROUND INFORMATION:** The Water Services Division is in need of a new backhoe. The Division currently operates three backhoe tractors to perform construction and maintenance activities on the City's water and wastewater infrastructure. The newest backhoe in the Division's fleet is a 1996 John Deere, followed by a 1990 Case, and a 1976 Case. All three have exceeded their seven-year replacement cycle. The 1976 Case backhoe is barely operable.

Staff applied for and successfully acquired a reimbursement grant in the amount of \$69,606 from the California Air Resources Board (ARB). The purpose of the grant is to assist public agencies in the replacement of older, higher-polluting diesel engines and/or off-road construction equipment.

The grant requirements include retrofitting the new backhoe with a device that further reduces diesel emissions, monitoring equipment usage for a period of five years, and destroying the older, higher-polluting piece of equipment being replaced. The City plans to purchase and install a Cleaire Emissions Reduction Device in the amount of \$14,770 and to destroy the 1976 Case backhoe to meet these two requirements.

To expedite the purchase, staff recommends purchasing the backhoe through another contract rather than seeking bids. Sonoma County prepared backhoe bid specifications which meet or exceed the needs of the Division. The specifications were competitively bid by Sonoma County, and Papé Machinery, Inc., was the successful low bidder. The proposal submitted by Papé for the proposed backhoe purchase by the City of Lodi is \$68,040 + tax (\$73,313).

APPROVED: \_\_\_\_\_

Blair King, City Manager

Adopt Resolution Acknowledging Award of Air Resources Board Reimbursement Grant (\$69,606); Approving Backhoe Purchase from Papé Machinery, Inc., of French Camp (\$73,313); Approving Purchase and Installation of Cleaire Emissions Reduction Device in Accordance with Grant Funding Requirements (\$14,770); and Appropriating Funds (\$88,083)

July 18, 2007

Page 2

**FISCAL IMPACT:** The new backhoe will prove a valuable asset for the Water Services Division. The newer technology incorporated into the backhoe will improve safety, efficiency and reliability, as well as reduce our impact on local air quality. After the grant reimbursement, the City will have funded approximately \$18,477 (or 21%) of the total equipment cost of \$88,083 (including purchase and installation of Cleaire Emissions Reduction Device).

**FUNDING AVAILABLE:** The Wastewater portion is from carryover of 2006/07 unspent equipment replacement funds, with the remaining funds from the Air District Grant.

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Kirk Evans, Budget Manager

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Richard C. Prima, Jr.  
Public Works Director

Prepared by Charlie Swimley, Water Services Manager

RCP/CES/dsg

cc: Dennis Callahan, Fleet and Facilities Manager  
Kirk Evans, Budget Manager  
Del Kerlin, Wastewater Treatment Superintendent  
Frank Beeler, Water/Wastewater Superintendent

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ACKNOWLEDGING AWARD OF A CALIFORNIA AIR RESOURCES BOARD REIMBURSEMENT GRANT, APPROVING A BACK HOE PURCHASE, AND APPROVING THE PURCHASE AND INSTALLATION OF A CLEAIRE EMISSIONS REDUCTION DEVICE IN ACCORDANCE WITH GRANT FUNDING REQUIREMENTS, AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the Water Services Division currently operates three backhoe tractors to perform construction and maintenance activities on the City's water and wastewater infrastructure; and

WHEREAS, the backhoes currently utilized consist of a 1996 John Deere, a 1990 Case, and a 1976 Case, and all three have exceeded their seven-year replacement cycle and a new replacement backhoe is needed; and

WHEREAS, staff applied for and successfully acquired a reimbursement grant in the amount of \$69,606 from the California Air Resources Board, which assists public agencies in the replacement of older, higher polluting diesel engines and/or off-road construction equipment and requires that the old backhoe be destroyed; and

WHEREAS, to expedite the purchase, staff recommends purchasing the backhoe utilizing the Sonoma County contract whose bid specifications meet or exceed the needs of the Division; and

WHEREAS, the specifications were competitively bid by Sonoma County and Pape' Machinery, Inc. was the successful low bidder; and

WHEREAS, the proposal submitted by Pape' Machinery, Inc. for the proposed backhoe purchase by the City of Lodi is \$68,040.00 plus tax for a total cost of \$73,313.00.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby acknowledges the award of a California Air Resources Board Reimbursement Grant, and hereby approves the purchase of a Backhoe from Pape' Machinery, Inc., of French Camp, California, utilizing the County of Sonoma contract at a cost not to exceed \$73,313.00, and further approves the installation of a Diesel Emissions Reduction Device from Cleaire, at a cost of \$14,770.00 and the destruction of the 1976 Case backhoe; and

BE IT FURTHER RESOLVED that funds in the amount of \$88,083 be appropriated from the Wastewater Fund for these purchases.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Asphalt Rubber Cape Seal, Various Streets, 2007 Project to International Surfacing Systems, Inc., of Modesto, (\$399,432.68) and Appropriating Additional Funds (\$75,000)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the contract for the Asphalt Rubber Cape Seal, Various Streets, 2007 project to International Surfacing Systems, Inc., of Modesto, in the amount of \$399,432.68 and appropriating additional funds in accordance with the recommendation shown below.

**BACKGROUND INFORMATION:** This project consists of the rehabilitation and resurfacing of approximately 64,500 square yards of various City streets (see attached maps) with a layer of an asphalt rubberized chip seal followed by a layer of slurry seal on top and other incidental and related work, all as shown on the plans and specifications for the project.

The Asphalt Rubber Cape Seal, Various Streets, 2007 project consists of the rehabilitation and resurfacing of various City streets with a layer of an asphalt rubberized chip seal followed by a layer of slurry seal on top that is placed seven to ten days after the chip seal. The combination of the asphalt rubberized chip seal and the slurry is commonly known as a cape seal. While a slurry seal only seals the road and provides a new wearing surface, the hot applied asphalt rubberized cape seal provides added strength, stability, and crack reduction benefits similar to the performance benefits of an overlay but at a much lower cost. An asphalt rubberized cape seal provides a cost-effective alternative to a more costly asphalt overlay to extend the life and rehabilitate deteriorated roads and streets within the City. This asphalt rubberized cape seal provides for an added step in the City's street maintenance program that should allow the City to defer the need for an asphalt overlay and possibly decrease the costs of that overlay.

Plans and specifications for this project were approved on May, 16, 2007. The City received the following bid for this project on June 27, 2007.

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>
Engineer's Estimate		\$389,652.50
International Surfacing Systems, Inc.	Modesto	\$399,432.68

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

Adopt Resolution Awarding Contract for Asphalt Rubber Cape Seal, Various Streets, 2007 to International Surfacing Systems, Inc., of Modesto, (\$399,432.68) and Appropriating Funds (\$75,000) July 18, 2007  
 Page 2

The bid received from International Surfacing Systems, Inc., is compliant with the City's plans and specifications, the bidder possesses the required valid contractor's license and the bid is in-line with the estimate. A bid summary is attached.

The difference between the contract and the requested appropriation includes funds for adding Harney Lane (between Ham Lane and Hutchins Street) to the contract. Additional funds will also be needed for materials testing and an allowance for contingencies arising from unforeseen changes in the work.

**FISCAL IMPACT:** There should be a slight decrease in short-term street maintenance costs at the completion of this project. The additional appropriation is from the Measure K Local Street Repair Fund which has sufficient funds due to cost savings on other projects.

<b>FUNDING AVAILABLE:</b>		<u>Total</u>	<u>2007/08 Budget</u>	<u>Additional Appropriation</u>
Requested Appropriation:	Measure K	\$300,000	\$225,000	\$75,000
	Street Fund	\$240,000	\$240,000	
Project Estimate:		\$540,000		

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Kirk Evans, Budget Manager

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Richard C. Prima, Jr.  
 Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer

Attachments

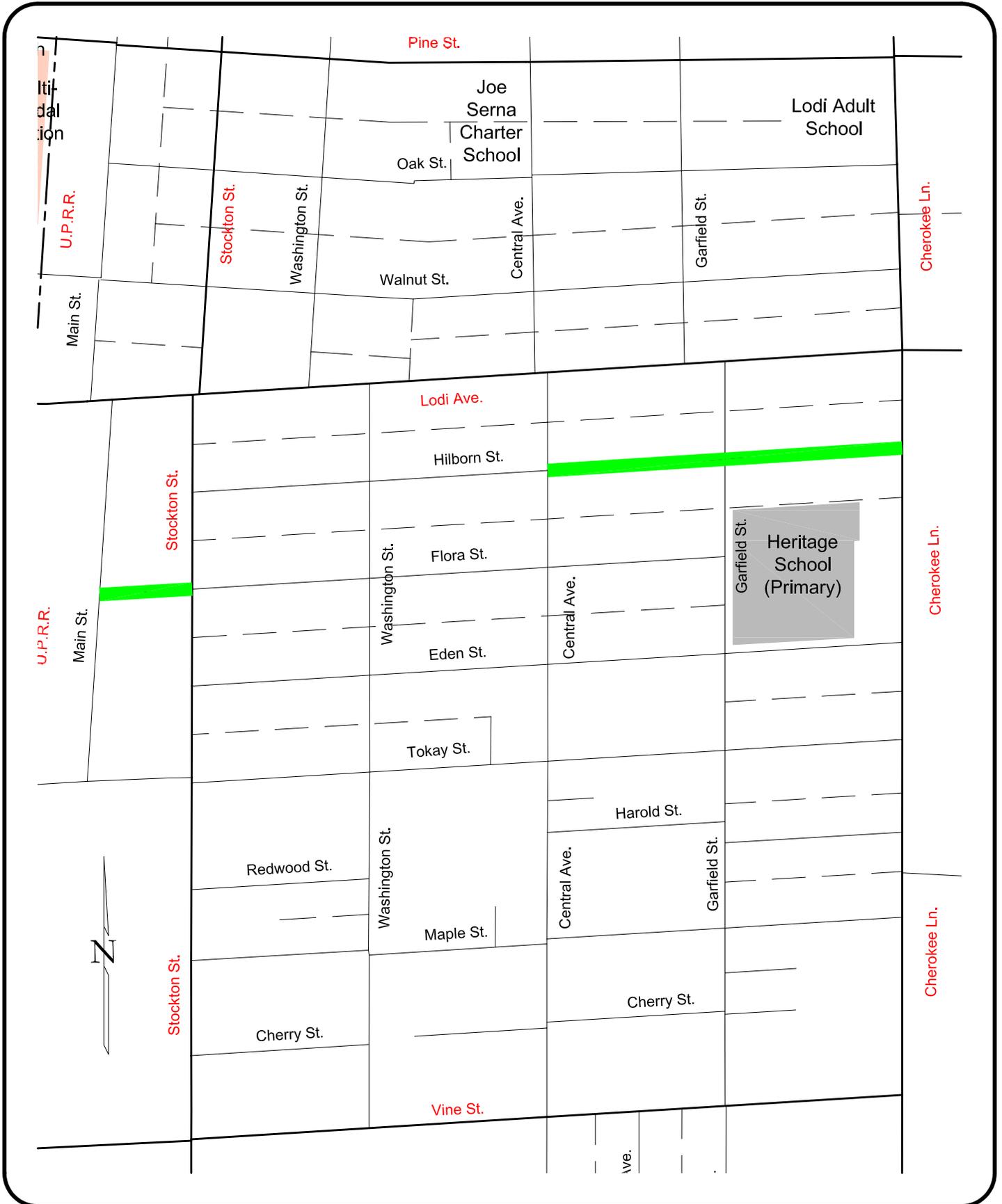
cc: Steve Schwabauer, City Attorney  
 Kirk Evans, Budget Manager  
 George Bradley, Street Superintendent  
 Rebecca Areida, Management Analyst



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## CHIP SEAL AREA 1 HILBORN FLORA

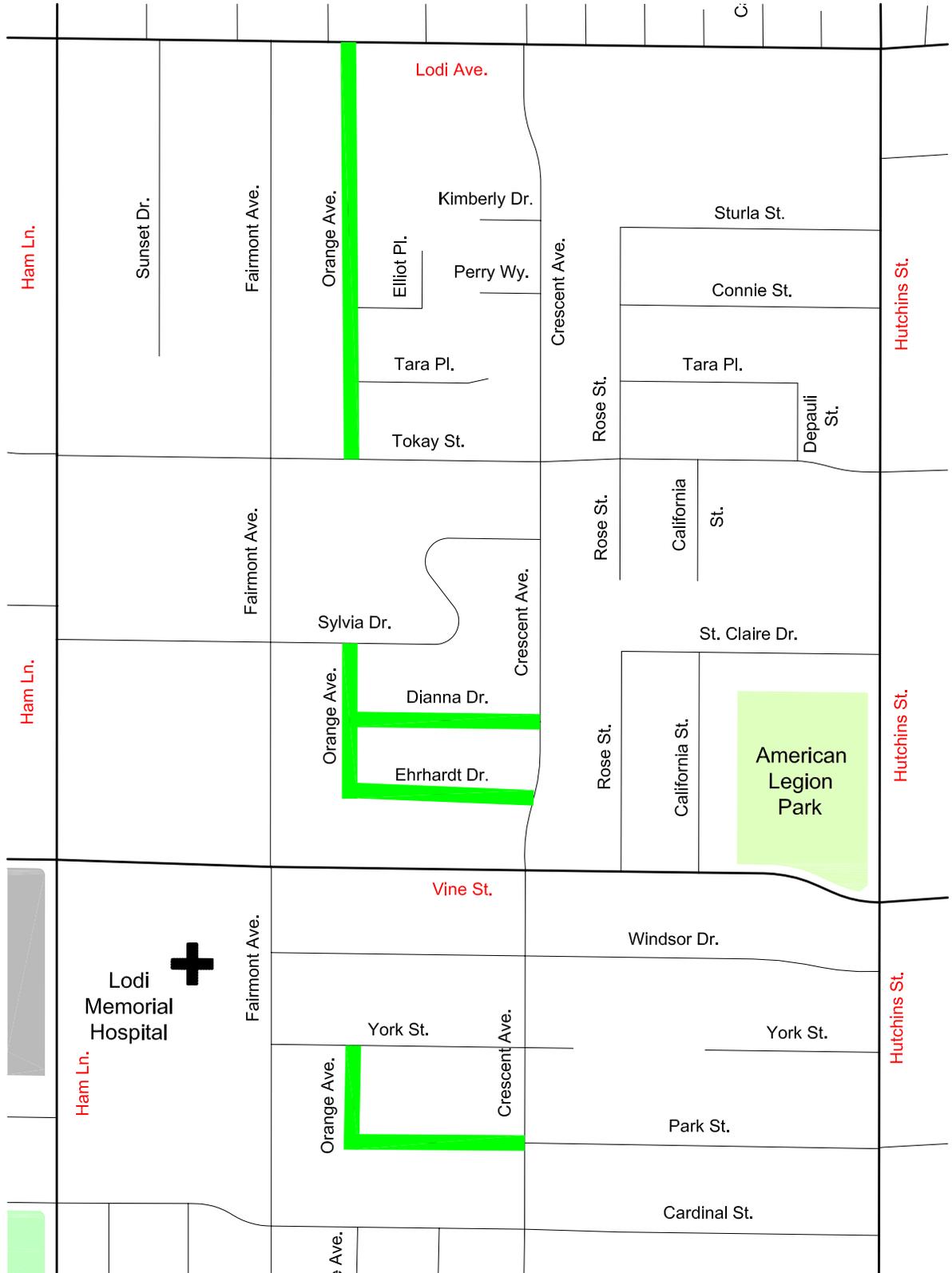




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## CHIP SEAL AREA 2 ORANGE - DIANNA PARK - EHRHARDT

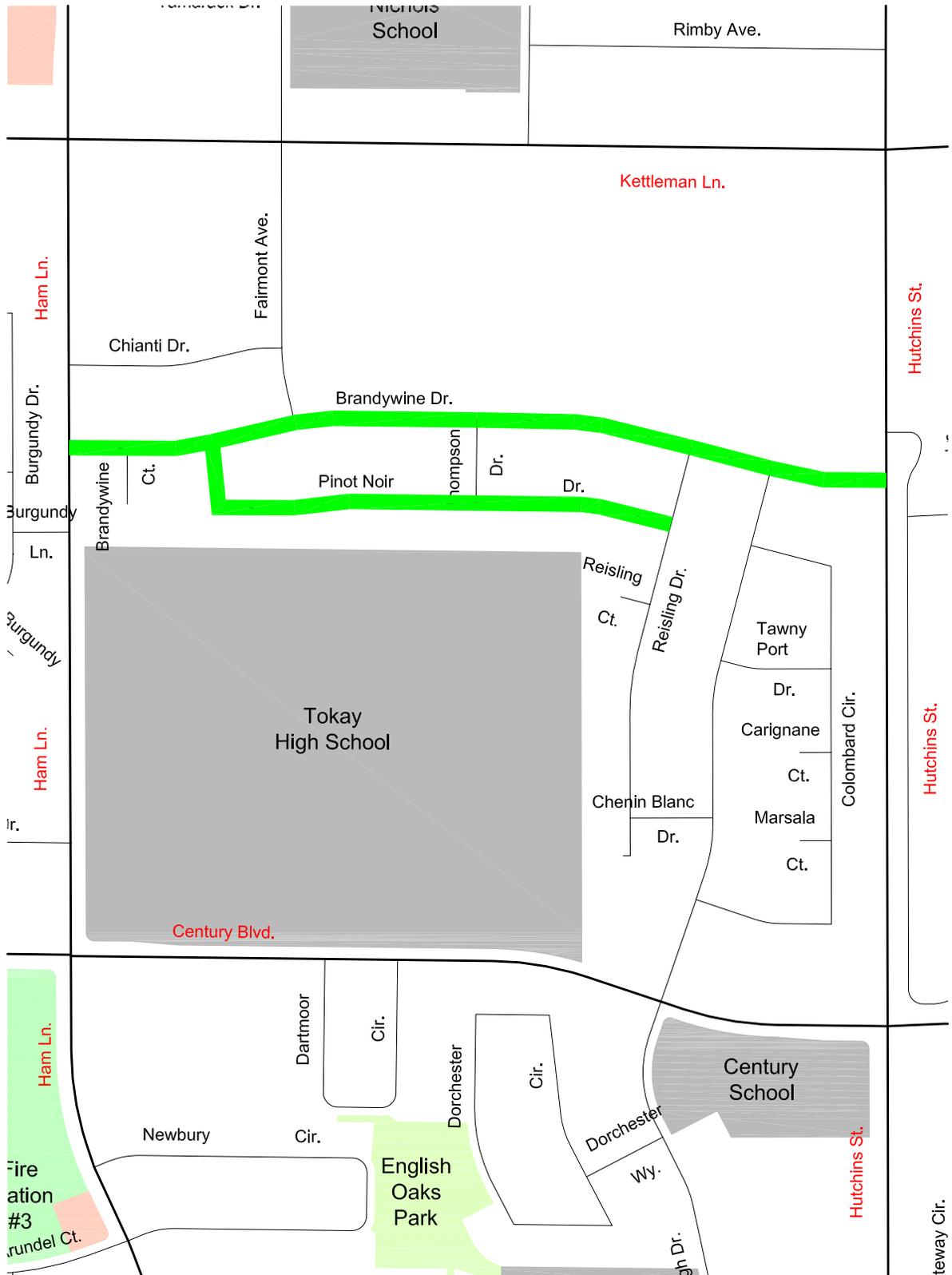




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## CHIP SEAL AREA 3 BRANDYWINE PINOT NOIR

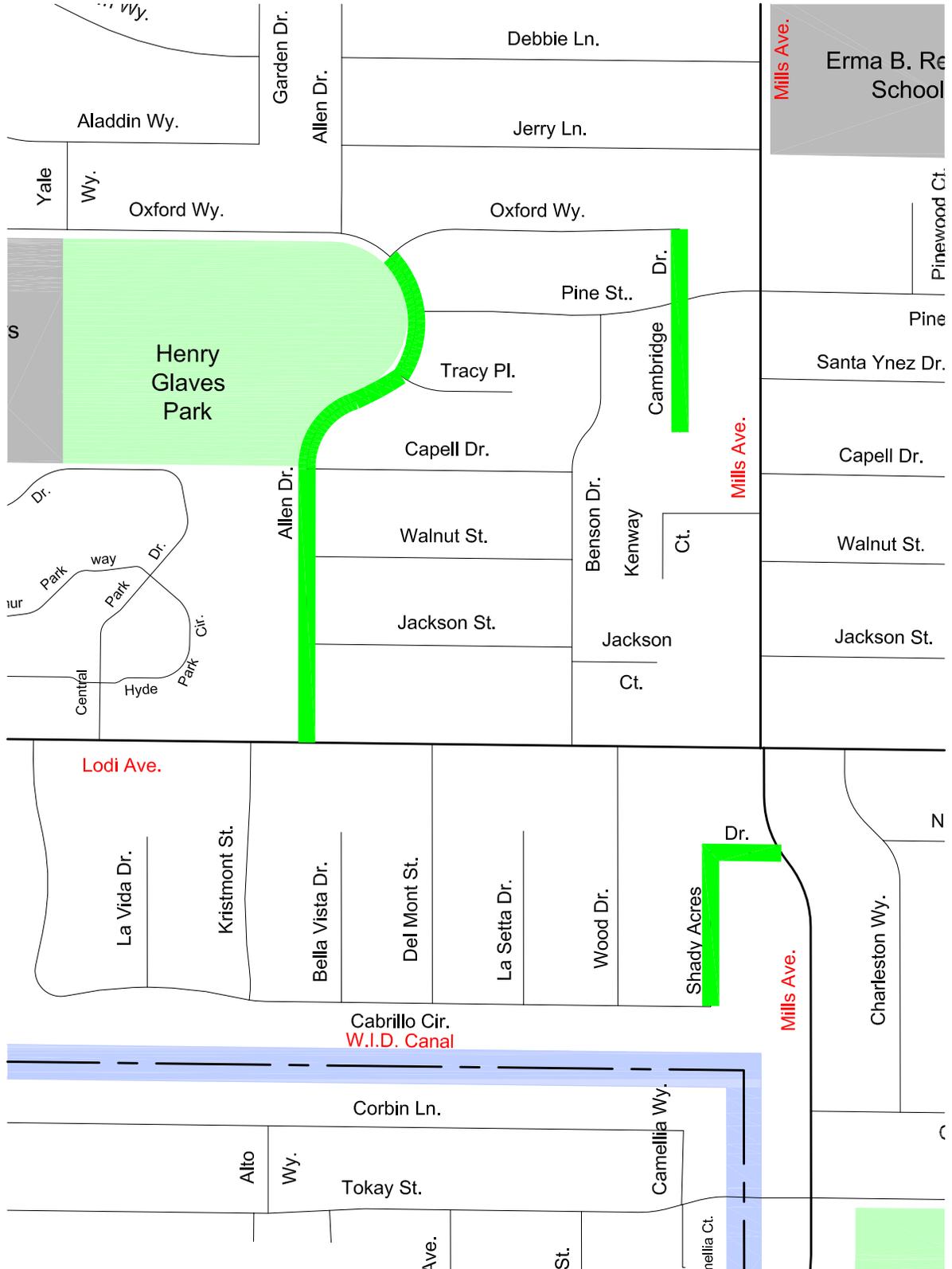




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## CHIP SEAL AREA 4 ALLEN - CAMBRIDGE SHADY ACRES





# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## CHIP SEAL AREA 5 CROSS CRESCENT

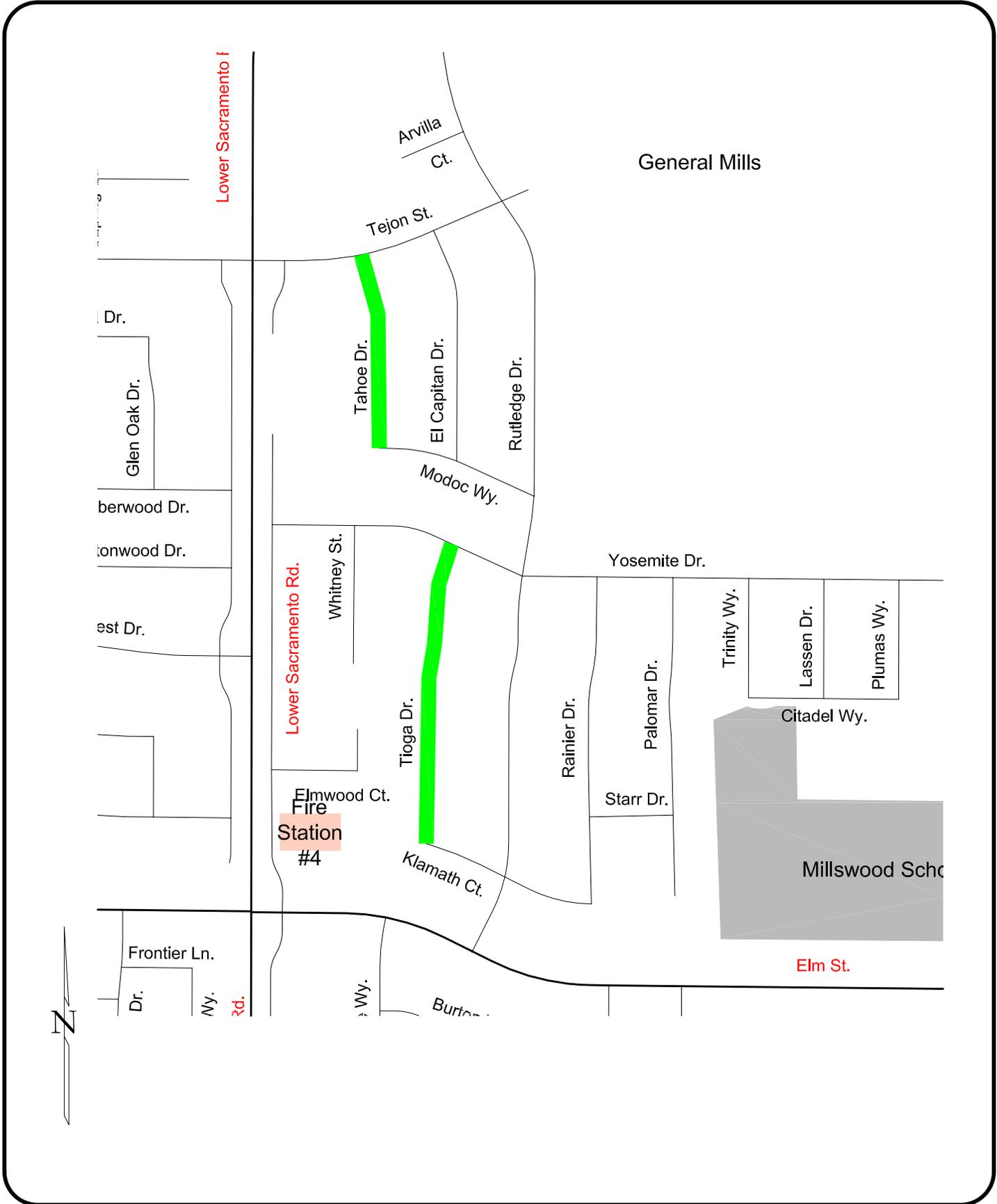




# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## CHIP SEAL AREA 6 TIOGA TAHOE



**CITY OF LODI**  
**Public Works Department**  
**Tabulation of bids received: June 27, 2007**  
**PROJECT: ASPHALT RUBBER CAPE SEAL**  
**VARIOUS STREETS, 2007**

Item	Description	Qty	Unit	Engineer's Estimate		International Surfacing Systems Modesto	
				Price	Total	Price	Total
1	Traffic Control	1	LS	15,000.00	\$15,000.00	\$14,900.00	\$14,900.00
2	Construction Notification	1	LS	5,000.00	\$5,000.00	5,000.00	\$5,000.00
3	Thermoplastic Striping and Legends	1	LS	28,000.00	\$28,000.00	45,639.00	\$45,639.00
4	Pavement Markers	1	LS	2,300.00	\$2,300.00	4400.00	\$4,400.00
5	Roadside Signs	4	EA	350.00	\$1,400.00	394.00	\$1,576.00
6	Rubberized Chip Seal	64,454	SY	3.75	\$241,702.50	3.67	\$236,546.18
7	Slurry Seal	550	Ton	175.00	\$96,250.00	166.13	\$91,371.50
	<b>TOTAL</b>				<b>\$389,652.50</b>		<b>\$399,432.68</b>

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING THE CONTRACT FOR ASPHALT  
RUBBER CAPE SEAL, VARIOUS STREETS, 2007  
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on June 27, 2007, at 11:00 a.m., for Asphalt Rubber Cape Seal, Various Streets, 2007, described in the specifications therefore approved by the City Council on May 16, 2007; and

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

<u>Bidder</u>	<u>Location</u>	<u>Bid</u>
<b>Engineer's Estimate</b>		<b>\$389,652.50</b>
International Surfacing Systems, Inc.	Modesto	\$399,432.68

WHEREAS, the City Manager recommends award of the contract for Asphalt Rubber Cape Seal, Various Streets, 2007 be made to the low bidder, International Surfacing Systems, Inc., of Modesto, California, in the amount of \$399,432.68.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the award of the contract for Asphalt Rubber Cape Seal, Various Streets, 2007 be and the same is hereby awarded to the low bidder, International Surfacing Systems, Inc., of Modesto, California, in the amount of \$399,432.68, and

BE IT FURTHER RESOLVED that funds in the amount of \$75,000 be appropriated from Measure K Local Street Repair Funds for this project to cover the anticipated costs for adding Harney Lane (Ham Lane to Hutchins Street) to the contract and to provide for materials testing and contingencies arising from unforeseen changes in the work..

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for Lockeford Street and Sacramento Street Signal and Lighting Project

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept the improvements under the "Lockeford Street and Sacramento Street Signal and Lighting Project" contract.

**BACKGROUND INFORMATION:** The project was awarded at the May 17, 2006 Council meeting to Pacific Excavation, of Elk Grove, in the amount of \$252,799.

This project consisted of the installation of a traffic signal, street lighting, wheelchair ramps, emergency vehicle and railroad preemption, and modifying signing and striping at the Sacramento Street and Lockeford Street intersection. Signalization for this intersection is a mitigation measure identified for the Lodi Station Parking Structure in the February 2001 Environmental Assessment.

The final contract price is \$260,648. The difference between the contract amount and the final price is mainly due to minor adjustments made between the contract estimates and quantities of actual work done on this project.

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

**FISCAL IMPACT:** Preventative maintenance and repair service costs are estimated to be approximately \$550 per year, not including long-term equipment replacement costs.

**FUNDING AVAILABLE:** Not applicable.

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Richard C. Prima, Jr.  
Public Works Director

Wes Fujitani, Senior Civil Engineer  
RCP/WF/drr

cc: Senior Traffic Engineer  
Transportation Manager  
Streets and Drainage Manager

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



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for Well 28 Pump and Motor and Site Improvements Project, 2800 West Kettleman Lane

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept the improvements under the "Well 28 Pump and Motor and Site Improvements Project, 2800 West Kettleman Lane" contract.

**BACKGROUND INFORMATION:** The project was awarded at the January 17, 2007 Council meeting to Preston Pipelines of Milpitas in the amount of \$284,986.00.

Well 28 is located on the site of the future Westside substation and will ultimately be enclosed within the walls of the substation. This project consisted of the installation of a 150-horsepower deep well turbine pump and motor, 442 linear feet of 10-inch water main, 340 linear feet of storm drain pipe, 410 linear feet of 8-foot chain link fence (with gate), and other incidental and related work.

The final contract price is \$299,765.14. The difference between the contract amount and the final price is mainly due to two contract change orders which paid the contractor to clean up and remove buried trash on the well site and to also perform the wiring in the control panel.

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

**FISCAL IMPACT:** The completed water well will require regular maintenance and operation costs which have been accounted for in the water rates.

**FUNDING AVAILABLE:** Water Impact Fee: \$299,765.14

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Wes Fujitani/Senior Civil Engineer

RCP/drr

cc: Water Services Manager

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



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Accept Improvements Under Contract for the “Church Street and Sacramento Street Overlays 2006 Project”

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept the improvements under the “Church Street and Sacramento Street Overlays 2006 Project” contract.

**BACKGROUND INFORMATION:** The project was awarded at the August 16, 2007 Council meeting to George Reed, Inc., of Lodi, in the amount of \$374,791.

This project included the installation of a 0.20-foot thick asphalt pavement overlay on Church Street between Lodi Avenue and Lockeford Street, and a 0.15-foot thick asphalt pavement overlay on Sacramento Street between Elm Street and Lockeford Street. The work also included the placement of approximately 3,200 square yards of pavement reinforcement fabric, pavement grinding, pavement striping, and signal modifications.

The final contract price is \$388,645.70; however, George Reed, Inc. is being assessed liquidated damages in the amount of \$12,150. The contract completion date for this project was December 7, 2006, and striping on Church Street was not done until January 3, 2007 (27 calendar days after the contract completion date). The specifications for this project stated that the City would assess a \$450 per day penalty for every calendar day’s delay in finishing the work.

Contract Change Order No. 1 was also issued to George Reed, Inc. in the amount of \$22,819.20 to pay for the striping of Central Avenue between Vine Street and Kettleman Lane. This portion of Central Avenue was paved by our Street crew last fall. This contract change order took advantage of George Reed, Inc.’s specialty subcontractor by having them place new lane lines and legends while they were in town.

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

Related to this project, the City received the attached letter from the Downtown Business Partnership regarding disposition of the liquidated damages amount. At the time of the letter, the amount had not yet been determined. Among other purposes, the liquidated damage amount covers additional costs associated with the City’s administration of the contract. Staff feels it would be poor public policy to turn this payment over to any third party. We do suggest that the majority of the funds be applied to future capital maintenance projects in the Downtown, such as repairs to the kiosks.

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

**FISCAL IMPACT:** By investing in the recommended overlay project, significant capital dollars will be saved by extending the useful life of the pavement section.

<b>FUNDING AVAILABLE:</b>	Measure K	\$321,300
	TDA Streets	\$ 51,700
	TDA Bike/Ped	\$ 10,000
	Electric Utility	\$ 5,650

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Kirk Evans, Budget Manager

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Richard C. Prima, Jr.  
Public Works Director

Wes Fujitani/Senior Civil Engineer

RCP/WF/drr

Attachments

cc: Streets and Drainage Manager  
Transportation Manager  
Senior Traffic Engineer  
Downtown Lodi Business Partnership



DEC 28 2006  
CITY MANAGER'S OFFICE

December 28, 2006

Mr. Blair King, City Manager  
City of Lodi  
221 W. Pine Street  
Lodi, Ca 95241-1910

Re: Church Street Closure

Dear Blair,

Our Downtown merchants were greatly impacted by the two notices of intent to close, then by the actual closure of Church Street on the third notice on December 14<sup>th</sup> ten days before Christmas. Each time our merchants received notice of any closure they would inform their customers who would then be discouraged and not return, causing loss of revenue. It was our understanding that this project was to be completed in late summer at night. Instead after two notices to close it was finally closed on the 3<sup>rd</sup> notice during our busiest time of the year. After talking with Mr. Prima and Mr. Sandelin, it is my understanding that the contractor George Reed Inc. is going to pay penalties to the city. We request that those penalties be forwarded to the DLBP as our merchants were the impacted parties. This money would be used to promote our common business interest of businesses and merchants in our Downtown

Sincerely,

Chuck Easterling, President  
Downtown Lodi Business Partnership

Cc: Jaime Watts, Executive Director

Attachments: Three Notices of Intent to Close

4 West Pine Street P.O. Box 1565  
Lodi, Ca 95240  
Ph: (209) 369-8052 Fax: (209) 369-8053  
[www.downtownlodi.com](http://www.downtownlodi.com)



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:**     **Adopt Resolution Authorizing City Manager to Execute Extensions of Janitorial Services Contracts with Korean Professional Building Maintenance (\$11,323 per Month) and Advanced Property Services (\$2,171 per Month) and to Negotiate and Execute Future Extensions and Additions as Needed**

**MEETING DATE:**     **July 18, 2007**

**PREPARED BY:**     **Public Works Director**

**RECOMMENDED ACTION:**     Adopt a resolution authorizing the City Manager to execute extensions of janitorial services contracts with Korean Professional Building Maintenance and Advanced Property Services and to negotiate and execute future extensions and additions as needed.

**BACKGROUND INFORMATION:**     When the janitorial services contracts were approved by the City Council on April 7, 2004, staff recommended to the Council that janitorial services at various City facilities be reduced in frequency to save money and that the work be divided to allow for multiple contractors. The approval also included authorization for the City Manager (within the budget) to adjust cleaning frequencies with any, or all, of the janitorial contractors should the reduced schedule of cleaning prove inadequate, or to terminate a contract and award to other contractors should a firm, or firms, fail to perform. Janitorial contracts were subsequently awarded and then extended by Council in June 2006.

Currently, Korean Professional Building Maintenance provides janitorial services for the Police Department, Lodi Court, Hutchins Street Square, Library, City Hall, Carnegie Forum, Finance Department, and Public Safety Building for approximately \$11,323 per month. (Monthly invoices vary due to event cleaning charges at Hutchins Street Square, which are paid by facility renters.) They have agreed to extend the contract for an additional year at this same price. Advanced Property Services provides janitorial services for the Lodi Station Parking Structure, Fire Administration, Parks and Recreation Office, Municipal Service Center, and White Slough Water Pollution Control Facility for \$2,098 per month. They have agreed to extend the contract for an additional year with a 3.5% increase, which would be \$2,171 per month. With this new price, the amount is still below the bid by Korean.

The Transit Division would like to have the option of including bus shelter cleaning in the City-wide janitorial contracts. Bus shelters are currently serviced separately from the janitorial contract, however, with the addition of new bus shelters, it may be more efficient to include them under the City-wide janitorial contract. If quotes solicited from the two contracted firms prove to be the most cost effective option, staff will recommend the City Manager amend the janitorial contract to add this service.

Staff recommends that the Council authorize the City Manager to negotiate or re-bid, and execute future janitorial contract extensions, if costs are not increased by more than 5%. Before the contracts expire, staff will evaluate if it is in the City's best interest to re-bid a portion, or all, of the janitorial contracts and return to the Council if the recommendation is to re-bid.

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

Adopt Resolution Authorizing City Manager to Execute Extensions of Janitorial Services Contracts with Korean Professional Building Maintenance (\$11,323 per Month) and Advanced Property Services (\$2,171 per Month) and to Negotiate and Execute Future Extensions and Additions as Needed  
July 18, 2007  
Page 2

**FISCAL IMPACT:** Contract janitorial services costs will increase by an estimated \$876 per year.

**FUNDING AVAILABLE:** Operating Budgets

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Kirk Evans, Budget Manager

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Richard C. Prima, Jr.  
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager  
RCP/DJC/pmf

cc: James Rodems, Community Center Director  
Mike Pretz, Fire Chief  
Richard Prima, Public Works Director  
Steve Schwabauer, City Attorney  
Steve Dutra, Interim Parks and Recreation Director  
Del Kerlin, Wastewater Treatment Superintendent  
George Bradley, Street and Drainage Manager  
Tiffani Fink, Transportation Manager  
John Munoz, Facilities Supervisor

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE EXTENSIONS OF JANITORIAL SERVICES CONTRACTS WITH KOREAN PROFESSIONAL BUILDING MAINTENANCE AND ADVANCED PROPERTY SERVICES AND TO NEGOTIATE AND EXECUTE FUTURE EXTENSIONS AND ADDITIONS AS NEEDED

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WHEREAS, janitorial services contracts were approved by the City Council on April 7, 2004, and staff at that time recommended to the City Council that janitorial services at various City facilities be reduced in frequency to save money, and that contracts be awarded to more than one contractor; and

WHEREAS, staff also recommended that the City Manager (within the budget) be given authority to adjust cleaning frequencies with any, or all, of the janitorial contractors should the reduced schedule of cleaning prove inadequate, or to terminate a contract and award to other contractors should a firm, or firms, fail to perform. Janitorial contracts were subsequently awarded and then extended by Council in June 2006; and

WHEREAS, currently, Korean Professional Building Maintenance provides janitorial services for the Police Department, Lodi Court, Hutchins Street Square, Library, City Hall, Carnegie Forum, Finance Department, and Public Safety Building for approximately \$11,323 per month, and have agreed to extend the contract for an additional year at this same price; and

WHEREAS, Advanced Property Services provides janitorial services for the Lodi Station Parking Structure, Fire Administration, Parks and Recreation Office, Municipal Service Center, and White Slough Water Pollution Control Facility for \$2,098 per month, and have agreed to extend the contract for an additional year with a 3.5% increase, at a total cost of \$2,171 per month.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute extensions of janitorial services contracts with Korean Professional Building Maintenance and Advanced Property Services and to negotiate and execute future extensions and additions as needed; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to negotiate and execute future janitorial contract extensions, if costs are not increased by more than 5%; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager the option of amending the City-wide janitorial contracts to include bus shelter cleaning; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager (within the budget) to adjust cleaning frequencies with any, or all, of the janitorial contractors should the reduced schedule of cleaning prove inadequate, or to terminate a contract and award to other contractors should a firm, or firms, fail to perform.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for Downtown Parking Lot Cleaning with United Cerebral Palsy of San Joaquin and Amador Counties, of Stockton, for Fiscal Year 2007/08 (\$38,874)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute the contract for the Downtown Parking Lot Cleaning with United Cerebral Palsy of San Joaquin and Amador Counties, of Stockton, for Fiscal Year 2007/08 in the amount of \$38,874.

**BACKGROUND INFORMATION:** United Cerebral Palsy (UCP) has been cleaning the Downtown Public Parking Lots since 2000. Since that time, they have been successfully used at several City facilities. UCP provides meaningful work for the disabled. This program provides transportation and direct supervision for the UCP crew. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi receive a service not otherwise provided.

A UCP crew is composed of four (4) persons plus a supervisor. The contract rate for a crew is \$46.50 per hour. UCP is the only non-profit organization that pays the disabled minimum wage. All others pay the crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage.

The contract consists of removing trash and litter from the Downtown Public Parking Lots 1, 2, 3, 4, 5, City Hall, Lodi Station, and Lodi Station Parking Structure. This service is provided Monday through Friday in the evenings, with some locations being serviced multiple times during the week. UCP has been called in the past from time to time to address one-time needs as well. Funding will come from Transit and General Funds.

**FISCAL IMPACT:** The overall fiscal impact is minor when service/benefit received is compared to cost. The entire community uses Downtown parking lots. A clean Downtown area improves the overall 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.

However, the portion of the work in the five Downtown public lots exceeds the budget by approximately \$6,000. This work is funded by the General Fund. The shortfall will be met by utilizing funds budgeted for a parking lot pavement seal, which will be deferred until next year.

**FUNDING AVAILABLE:** Funds for this contract are provided in the 2007/08 Operating budget.

Project Estimate:	\$38,874	
Budgeted:	General Fund	– Downtown Parking Lot Maintenance (\$16,716)
	Transit Fund	– Lodi Station and Lodi Station Parking Structure Maintenance (\$22,158)

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by George M. Bradley, Streets and Drainage Manager  
RCP/GMB/CJ/dsg  
cc: Curt Juran, Assistant Streets and Drainage Manager  
Downtown Lodi Business Partnership

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

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH UNITED CEREBRAL PALSY OF SAN JOAQUIN AND AMADOR COUNTIES, OF STOCKTON, FOR FISCAL YEAR 2007-08 FOR DOWNTOWN PARKING LOT CLEANING

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a contract with United Cerebral Palsy of San Joaquin and Amador Counties, of Stockton, for fiscal year 2007-08 for downtown parking lot cleaning in the amount of \$38,874.00.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Addendum to the Improvement Agreement for Public Improvements at 495 North Guild Avenue to Provide One-Year Time Extension

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute the Addendum to the Improvement Agreement to provide a one-year extension for the Public Improvements at 495 North Guild Avenue and authorizing the City Manager to execute the agreement on behalf of the City.

**BACKGROUND INFORMATION:** The developers, Delmar and Doris Batch, have applied for a building permit to construct a mini-storage building at 495 North Guild Avenue. Public improvements, including curb, gutter, sidewalk and public water pipe improvements are part of the off-site improvement requirements, as specified in LMC Chapter 15.44. The developer executed an improvement agreement for the required public improvements in July 2006. Under the terms of the improvement agreement, the developer had 365 days from the date of the agreement execution to complete the public improvements. As a condition of the building permit, all public improvements must be completed prior to occupancy.

The public improvements have not been completed as of this date, due to scheduling difficulties. The developer desires to comply with the requirements of the agreement and is requesting a time extension for the completion of the public improvements. Staff feels this is a reasonable request and is recommending a one-year extension for the public improvements as specified under the terms of the original improvement agreement. The addendum also specified that the developer pay all the additional costs of the document preparation (\$548) and provide the necessary contract security and insurance under the terms of the original agreement.

The developer has executed the agreement and paid the additional fee. Staff is recommending that Council approve the Addendum to the Improvement Agreement for the Public Improvements at 495 North Guild Avenue and authorize the City Manager to execute the agreement on behalf of the City.

**FISCAL IMPACT:** There will be no financial impact to the City.

**FUNDING AVAILABLE:** Not applicable

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
RCP/LC/drr  
cc: Delmar Batch  
City Attorney  
Senior Civil Engineer, Chang

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

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE IMPROVEMENT AGREEMENT  
ADDENDUM FOR PUBLIC IMPROVEMENTS AT 495  
NORTH GUILD AVENUE

=====

WHEREAS, the developers, Delmar and Doris Batch, have applied for a building permit to construct an office/retail building at 495 North Guild Avenue. Public improvements, including curb, gutter, sidewalk, and public water pipe improvements are a part of the off-site improvement requirement, as specified in Lodi Municipal Code Chapter 15.44; and

WHEREAS, the developer executed an improvement agreement for the required public improvements in July 2007 and, pursuant to the terms thereof, the developer had 365 days from the date of the agreement execution to complete the public improvements. As a condition of the building permit, all public improvements must be completed prior to occupancy; and

WHEREAS, the public improvements have not been completed as of this date, and the developer desires to comply with the requirements of the agreement and is requesting a time extension for completion of the public improvements; and

WHEREAS, staff therefore recommends a one-year extension for the public improvements as specified under the terms of the original improvement agreement; and

WHEREAS, the addendum also specifies that the developer pay all the additional costs of the document preparation (\$548) and provide the necessary contract security and insurance for the terms of the original agreement; and

WHEREAS, the developer has executed the agreement and paid the additional fees, and staff recommends that the City Council approve the Addendum to the Improvement Agreement for the Public Improvements at 495 North Guild Avenue and authorize the City Manager to execute the agreement on behalf of the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council finds as follows:

1. That the Addendum to the Improvement Agreement for the Public Improvements at 495 North Guild Avenue is hereby approved, and further that the City Manager is hereby authorized to execute said Addendum on behalf of the City of Lodi.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Enter into a Fee Payment Agreement for Sewer Capacity Fees for a Groundwater Cleanup Project Located at Flame Mini Mart, 1301 West Kettleman Lane

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to enter into a fee payment agreement for sewer capacity fees for a groundwater cleanup project located at Flame Mini Mart, 1301 West Kettleman Lane.

**BACKGROUND INFORMATION:** The property at 1301 West Kettleman Lane is required by the State and County to perform a clean-up of underground leaked gasoline product. The cleanup accepted by the regulators involves the pumping of the shallow groundwater, removing contaminants by granular activated carbon and then discharging the cleaned water. The property owners, William Graffigna, Sr., and Eva Graffigna, etal, approached the City regarding discharging the cleaned groundwater to the City’s wastewater system. Based on economic and logistical considerations, the proposal is to discharge to the City’s domestic wastewater system. Staff has recommended that this discharge of cleaned groundwater to the domestic wastewater system be allowed under the following conditions: 1) the discharge water is free of organic contaminants, 2) the discharge be done under a wastewater discharge permit, 3) appropriate monthly wastewater fees be paid, and 4) appropriate sewer capacity fees be paid.

The estimated capacity fees total \$172,994 based on the demand predicted for the clean-up system. Since this is a temporary demand, the property is fully developed and the duration needed for the clean-up is uncertain, the final amount paid may be different. The property will only be credited for sewer capacity as it is paid for, and since the fee is indexed, interest would not be charged separately. However, an annual administrative fee (\$250 per year) will be charged.

The property owners have requested that the capacity fee be paid over a seven-year period. Staff feels this is a reasonable request in order to expedite the clean-up. The form of the agreement will be similar to past fee payment agreements and will be reviewed by the City Attorney prior to execution by the City Manager.

**FISCAL IMPACT:** There would be no significant fiscal impact.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Frank Beeler, Water/Wastewater Superintendent  
RCP/FB/dsg  
Cc Charles E. Swimley, Water Services Manager  
Frank Beeler, Water/Wastewater Superintendent

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

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A FEE PAYMENT AGREEMENT FOR SEWER CAPACITY FEES FOR A GROUNDWATER CLEANUP PROJECT LOCATED AT FLAME MINI MART, 1301 WEST KETTLEMAN LANE

=====

WHEREAS, the Flame Mini Mart property at 1301 West Kettleman Lane is required to perform a groundwater cleanup; and

WHEREAS, the cleanup activities will require disposal of clean-up water at a rate of approximately ten gallons per minute; and

WHEREAS, the property owners have requested that the City allow the discharging of the cleaned groundwater to the City's wastewater system; and

WHEREAS, staff recommends approval of this temporary discharge to the domestic sewer under the following conditions:

- 1) the discharge water is free of organic contaminants; and
- 2) the discharge be done under a wastewater discharge permit; and
- 3) the appropriate monthly wastewater fees be paid; and
- 4) that the appropriate sewer capacity fees be paid; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a Fee Payment Agreement for Sewer Capacity Fees for the Flame Mini Mart, 1301 West Kettleman Lane groundwater cleanup project on behalf of the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to enter into a Fee Payment Agreement for sewer capacity fees for a groundwater cleanup project located at Flame Mini Mart, 1301 West Kettleman Lane, Assessor's Parcel Number 031-040-30.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt resolution approving contract in the amount of \$425,822 with Lodi Unified School District and the City of Lodi Parks and Recreation Department to provide After School Education and Safety program (ASES) at eight locations during fiscal year 2007-2008

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Parks and Recreation Director

---

**RECOMMENDED ACTION:** Adopt resolution approving contract in the amount of \$425,822 with Lodi Unified School District and the City of Lodi Parks and Recreation Department to provide After School Education and Safety program (ASES) at eight locations during fiscal year 2007-2008.

**BACKGROUND INFORMATION:** The Parks and Recreation Department and Lodi Unified School District ("District") have negotiated an agreement for the City to operate the ASES programs at Heritage, Needham, Lawrence, Washington, Beckman, Nichols, Woodbridge and Borchardt Elementary Schools for fiscal year 2007-08. The District is the grantee and the City of Lodi will be the sub-recipient of the grant funding through the California Department of Education.

In order to provide the recreational component required by After School Safety and Enrichment grant standards, the District has entered into agreements with participating Community Based Organizations of which the City of Lodi Parks and Recreation Department is one. Other participating Community Based Organizations are the City of Stockton Parks and Recreation Department and the Lodi Boys and Girls Club. Each of these organizations will provide staff and supervision for their respective sites. Costs to provide the aforementioned services will be reimbursed to the participating Community Based Organizations by the District as the programs' designated fiscal agent as per the Agreement.

Staff recommends that this contract be implemented pending approval by the Lodi Unified School District Board on July 10, 2007.

**FISCAL IMPACT:** The terms of the agreement include estimated revenues to the City of Lodi Parks and Recreation Department of \$425,822. These revenues will be received on a reimbursement basis (as costs are incurred by the City the District will reimburse the City). Therefore, the programs would be operated on a no cost basis (there will be no general fund contribution for the operation of these programs).

---

APPROVED: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Blair King", written over a horizontal line.

Blair King, City Manager

**FUNDING AVAILABLE:** Funding will be provided by the After School Safety and Enrichment grant that was awarded to the District.



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Steve Dutra  
Interim Parks and Recreation Director

Prepared by Rachel Sandoval, Recreation Supervisor

SD\RS:tl

cc: City Attorney

LODI UNIFIED SCHOOL DISTRICT  
Division of Business Services

**MASTER CONTRACT FOR After School Education and Safety Program (ASES)**

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and City of Lodi Parks and Recreation Department hereinafter called the Contractor. Contractor shall provide the following services; in coordination with the District to plan a program through a collaborative process that includes parents, youth, and representatives of participating public school sites, government agencies (e.g., parks & recreation departments), local law enforcement, community organizations, and the private sector. This contract will be entered into to provide support for education in a safe, constructive environment offering academic and enrichment components to assist the District in significantly increasing student performance and eliminating the achievement gap.

The services will begin on July 23, 2007 and be completed by June 2, 2008. Services will be provided at Beckman Elementary, Lois Borchardt Elementary, Heritage Elementary, Lawrence Elementary, Needham Elementary, Nichols Elementary, Washington Elementary and Woodbridge Elementary Schools.

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Contractor a progress payment every 45 days, upon prior receipt and approval of a work completion statement.

Amount not to exceed Four hundred twenty-five thousand, eight hundred twenty-two dollars. \$425,822.00

Funding/Account Code: 01.6010.8.1110.1002.5800.XXXX.6412

Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, or at District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Contractor an amount to cover the amount of work completed to that date. Contractor warrants and represents that Contractor understands the scope of the contracted work to be completed and that Contractor represents and warrants to the District that Contractor is qualified to perform the intended services.

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Contractor hereby covenants and agrees that the District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind person or property arising from the acts, omissions or negligence of Contractor. Each party agrees to indemnify and hold the other harmless from any and all liability caused by their respective performance of this agreement, save and except for the others sole negligence.

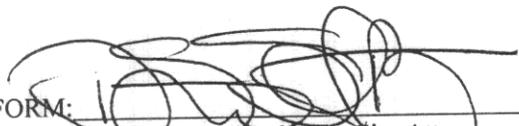
**Contractor**

**District**

Approved by: Blair King, City Manager      Date  
Address: 125 N. Stockton St.  
Lodi, CA 95240  
Phone: (209) 333-6742

Approved by: Douglas D. Barge, CBO      Date  
Date of Board Ratification: 7/10/07

APPROVED AS TO FORM:

  
D. Stephen Schwab, City Attorney

ATTEST:

Randi Johl, City Clerk

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CONTRACT BETWEEN LODI UNIFIED SCHOOL  
DISTRICT AND THE CITY OF LODI TO PROVIDE AFTER  
SCHOOL EDUCATION AND SAFETY PROGRAM AT  
EIGHT LOCATIONS DURING FISCAL YEAR 2007-2008

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a contract in the amount of \$425,822 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide After School Education and Safety Program (ASES) at eight locations during Fiscal Year 2007-2008.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Amending Memorandums of Understanding with Maintenance and Operators and General Services Bargaining Units of the Association of Lodi City Employees to Provide Additional Pay for State Required Certifications of Distribution Operators I and II (CM)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** Approve Resolution to amend Memorandums of Understanding (MOU) with Maintenance and Operators and General Services Bargaining units of The Association of Lodi City Employees (ALCE) to provide additional pay for State-required certifications of Distribution Operators I and II.

**BACKGROUND INFORMATION:** Various employees who work in the Public Works Department Water and Wastewater operations are required to have certifications as either a Distribution Operators I or II level. These certifications are required by the State of California in order that the City of Lodi meet Health and Safety standards. The certification requirement was enacted several years ago, but the pay level for employees who are required to obtain certifications was not adjusted at the same time as the requirement for certification was enacted.

The City of Lodi and members of the Maintenance and Operators and General Services bargaining units have met, conferred and tentatively agreed to amend the MOUS to allow for additional compensation for employees for which the certification requirements apply.

The attached agreements with these bargaining units indicate the terms of these tentative agreements as follows:

- Base pay for the employees as indicated in attachments A and B who are required to obtain a level one certification will be increased by 2%.
- Base pay for the employees as indicated in attachments A and B who are required to obtain a level two certification will be increased by 4%.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an \$ 60 incentive pay.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an additional \$ 60 per month in incentive pay.

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

- Any employee in the Maintenance and Operators bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an additional 2% incentive pay.
- It was tentatively agreed that this would be implemented retroactively to July 1, 2006.

**FISCAL IMPACT:** The additional annual expenditure for both of the amendments to the MOUS totals approximately \$50,000 per year.

**FUNDING AVAILABLE:** The additional costs for certification pay of preparing and mailing the supplemental assessment will be borne by the Finance and City Attorney's budgets.

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James R. Krueger, Deputy City Manager

Attachment: Attachment A- Amendment to General Services MOU  
Attachment B- Amendment to Maintenance & Operators MOU

RESOLUTION NO.\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AMENDMENT TO MEMORANDUMS OF UNDERSTANDING WITH THE MAINTENANCE AND OPERATORS AND GENERAL SERVICES BARGAINING UNITS OF THE ASSOCIATION OF LODI CITY EMPLOYEES TO PROVIDE ADDITIONAL PAY FOR STATE REQUIRED CERTIFICATIONS OF DISTRIBUTION OPERATORS I AND II

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the Memorandums of Understanding with the Maintenance and Operators and General Services Bargaining Units of the Association of Lodi City Employees to provide additional pay for State required Certifications of Distribution Operators I and II, as shown on Exhibits A and B as attached hereto; and

BE IT FURTHER RESOLVED that the amendment to the Memorandums of Understanding shall be effective for the period July 1, 2006 through June 30, 2008.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_

**Side letter to the Current General Services MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter**

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (General Services).

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved the this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

<b>City of Lodi Public Works Department Job Title</b>	<b>Distribution Operator Certification Grade Required</b>	<b>Certification Pay Added to Base Pay</b>
<b>Public Works Inspector II</b>	<b>D1</b>	<b>2%</b>
<b>Public Works Inspector I</b>	<b>D1</b>	<b>2%</b>
<b>Senior Engineering Technician*</b>	<b>D2 and T1</b>	<b>4%</b>

\* Applies to one incumbent in this classification (Kevin Gaither) who currently has these certifications, but are not required for this classification.

Any current employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the required certification his/her salary will be adjusted upon verification.

The City will continue to pay for the training to obtain the certificate for current and future employees.

Verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the certificate or letter is presented to the City.

The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

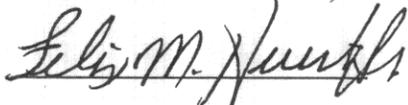
By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

**AGREED TO BY AFSCME,  
COUNCIL 57**

**AGREED TO BY THE  
CITY OF LODI,**

Felix Mario Huerta Jr.,

James R. Krueger, Deputy, City Manager



\_\_\_\_\_

Mark Ruggiero, Chapter President

Richard Prima, Public Works Director

\_\_\_\_\_

**Side letter to the Current Maintenance & Operators MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter**

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (Maintenance & Operators).

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved the this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the water services (Water/Wastewater) division of the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

<b>City of Lodi Public Works Department Job Title</b>	<b>Distribution Operator Certification Grade Required</b>	<b>Certification Pay Added to Base Pay</b>
Water/Wastewater Supervisor	D2	4%
Senior Plant & Equipment Mechanic	D2	4%
Plant & Equipment Mechanic	D2	4%
Water/Wastewater Maintenance Worker III	D1	2%
Maintenance Worker II	D1	2%
Maintenance Worker I	D1	2%
Laboratory Services Supervisor	D1 or T1*	2%
Environmental Compliance Inspector	D1 or T1*	2%

\*Per regulation may posses either a treatment operator certificate or a distribution operator certificate.

Any current W/WW MW 1 employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the required certification his/her salary will be adjusted upon verification.

Any employee, who obtains a certification higher than required, shall have his/her pay adjusted in accordance with Article IV – Education Incentive of the MOU except as follows:

- Personnel listed above who are required to obtain a D1 (or T1\* certificate), who obtain a D2 (or T2\*) certificate shall receive an additional incentive of 2% (instead of \$40 as stated in Article 4.1).

The City will pay for the training to obtain the certificate for current and future employees per Article 4.2 of the MOU.

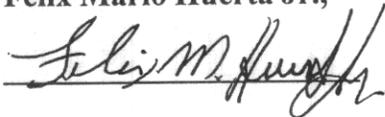
Verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the certificate or letter is presented to the City.

The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

**AGREED TO BY AFSCME,  
COUNCIL 57**

Felix Mario Huerta Jr.,



Mark Ruggiero, Chapter President



**AGREED TO BY THE  
CITY OF LODI**

James R. Krueger, Deputy, City Manager



Richard Prima, Public Works Director





**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Receive corrected pages to the Fiscal Year 2007-08 Budget document

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** Receive amendments to the Fiscal Year 2007-08 Budget document related to summary of positions and position changes.

**BACKGROUND INFORMATION:** City Council received the final Fiscal Year 2007-08 Budget Document on July 10, 2007. There are several pages that need to be corrected for scrivener errors in that document. The scrivener errors occurred as a result of misplaced asterisks in the document. The total number of positions was inadvertently misstated in the document as a result of asterisks that were placed pages 2 through 6. The total number of positions should be restated to 458. The asterisks have been removed and several of the explanatory notes have been changed on pages 2 through 6 in order to alleviate the formatting problem associated with the use of the asterisks. In addition to the scrivener errors, there are some position reclassifications that were included in the budget amounts as approved but were omitted from the changes as identified on page 7. The corrected pages are attached. The old pages should be removed from the budget documents and the new pages as attached should replace the removed pages. These corrections do not have any impact on any amounts as approved in the Budget Resolution or other parts of the budget document.

**FISCAL IMPACT:** None

**FUNDING AVAILABLE:** Not applicable

\_\_\_\_\_  
James R. Krueger, Deputy City Manager

Attachments: Revised FY 2007-08 Budget pages 2-6 and 7

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

2007-08 FINANCIAL PLAN AND BUDGET

STAFFING SUMMARY					
	2004-05 Budgeted Positions	2005-06 Budgeted Positions	2006-07 Budgeted Positions	2007-08 Budgeted Positions	Net Increase in Budgeted Positions 06-07 to 07-08
<b>CITY MANAGER</b>					
City Manager	1	1	1	1	0
Assistant City Manager	1	1	0	0	0
Deputy City Manager/Internal Services Dir.	0	0	1	1	0
Management Analyst Trainee/I/II	1	1	1	1	0
Secretary to the City Manager	1	1	1	1	0
<b>City Manager Total</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>0</b>
<b>CITY ATTORNEY</b>					
City Attorney	1	1	1	1	0
Deputy City Attorney I/II	1	1	1	1	0
Legal Secretary	1	1	1	1	0
<b>City Attorney Total</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>0</b>
<b>CITY CLERK</b>					
Administrative Clerk - (C)	1	1	1	1	0
City Clerk	1	1	1	1	0
<b>Deputy City Clerk</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>(1)</b>
<b>Administrative Records Clerk - C</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
<b>City Clerk Total</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>0</b>
<b>COMMUNITY CENTER</b>					
Administrative Clerk	1	2	1	1	0
Administrative Secretary	1	1	1	1	0
Aquatics Coordinator	1	1	1	1	0
Community Center Director	1	1	1	1	0
<b>Building Services/Event Coordinator</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
<b>Facilities Maintenance Worker</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>(1)</b>
Senior Services Coordinator	1	1	1	1	0
Sr. Facilities Maintenance Worker	1	1	1	1	0
Stage Technician	1	1	1	1	0
<b>Community Center Total</b>	<b>9</b>	<b>10</b>	<b>9</b>	<b>9</b>	<b>0</b>
<b>COMMUNITY DEVELOPMENT</b>					
<b>Administrative Clerk</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>(1)</b>
Administrative Secretary	1	1	1	1	0
Building Inspector I/II	3	3	3	3	0
Building Official	1	1	1	1	0
City Planner	1	1	0	0	0
Planning Manager	0	0	1	1	0
Community Development Director	1	1	1	1	0
<b>Community Improvement Officer I/II</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>(2)</b>
Community Improvement Manager	1	1	1	1	0
Junior/Assistant/Associate Planner	2	2	2	2	0
<b>Permit Technician (note 1)</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>0</b>
<b>Plan Check Engineer</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
Sr. Administrative Clerk	1	1	0	0	0
<b>Senior Building Inspector</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>(1)</b>
Senior Planner	1	1	1	1	0
<b>Community Development Total (note 5)</b>	<b>17</b>	<b>17</b>	<b>18</b>	<b>15</b>	<b>(3)</b>
<b>ELECTRIC UTILITY</b>					
Administrative Clerk	2	2	2	2	0
Administrative Secretary	1	1	1	1	0
Construction/Maintenance Supervisor	1	1	1	1	0
Electric Apparatus Mechanic	1	1	1	1	0
<b>Electric Foreman/Forewoman</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>(1)</b>
<b>Electric Lineman/Linewoman</b>	<b>10</b>	<b>10</b>	<b>4</b>	<b>3</b>	<b>(1)</b>
<b>Electric Lineman/Linewoman (Apprentice)</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>2</b>
Electric Meter Technician	1	2	0	0	0
<b>Electric Systems Supervisor</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>

2007-08 FINANCIAL PLAN AND BUDGET

STAFFING SUMMARY					Net Increase in Budgeted Positions 06-07 to 07-08
	2004-05 Budgeted Positions	2005-06 Budgeted Positions	2006-07 Budgeted Positions	2007-08 Budgeted Positions	
Electric Troubleshooter	2	2	2	2	0
Electric Utility Director	1	1	1	1	0
Electric Utility Rate Analyst	1	1	1	1	0
Electric Utility Superintendent	1	1	0	0	0
<b>Electrical Drafting Technician (note 2)</b>	1	2	1	2	1
Electrical Engineer	0	0	0	0	0
<b>Electrical Estimator</b>	3	4	4	3	(1)
<b>Electrical Technician</b>	3	3	2	1	(1)
Electrician	2	2	0	0	0
Energy Specialist (note 2)	0	1	1	1	0
Field Services Representative	3	3	2	2	0
Field Services Supervisor	1	1	1	1	0
<b>Manager, Business Plan &amp; Marketing</b>	1	1	1	0	(1)
Manager, Customer Services & Programs	1	1	1	1	0
Manager, Electric Services	1	1	1	1	0
Manager, Engineering & Operations	1	1	1	1	0
<b>Manager, Rates &amp; Resources</b>	1	0	1	0	(1)
<b>Meter Reader</b>	3	3	3	4	1
<b>Metering Electrician</b>	1	1	0	1	1
Senior Administrative Clerk	1	1	1	1	0
Senior Electric Troubleshooter	1	1	1	1	0
Senior Electric Utility Rate Analyst	1	1	1	1	0
Senior Electrical Estimator	1	1	1	1	0
Senior Power Engineer	1	2	1	1	0
Utility Equipment Specialist	1	1	1	1	0
<b>Utility Operations Supervisor</b>	1	1	0	1	1
<b>Utility Service Operator I/II (note 2)</b>	3	4	4	3	(1)
Utility Service Operator I/II - Relief	1	1	1	1	0
<b>Electric Utility Total</b>	<b>60</b>	<b>65</b>	<b>47</b>	<b>47</b>	<b>0</b>
<b>INTERNAL SERVICES DEPARTMENT</b>					
<b>BUDGET DIVISION</b>					
<b>Administrative Clerk</b>	0	0	0	1	1
Budget Manager	0	0	1	1	0
<b>Buyer</b>	1	1	0	1	1
<b>Management Analyst I/II</b>	0	0	1	2	1
<b>Purchasing Officer</b>	1	1	1	0	(1)
Purchasing Technician	1	1	1	1	0
Senior Storekeeper	1	1	1	1	0
Storekeeper	1	1	1	1	0
	5	5	6	8	2
<b>FINANCIAL SERVICES DIVISION</b>					
Accountant I/II	2	1	1	1	0
Accounting Clerk I/II	4	3	3	3	0
Accounting Manager	1	1	0	0	0
Customer Service and Revenue Manager	1	1	0	0	0
Customer Service Representative I/II	9	8	8	8	0
<b>Customer Service Supervisor</b>	1	1	1	0	(1)
Finance Technician	3	3	2	2	0
Finance Director	1	1	0	0	0
Financial Services Manager	0	0	1	1	0
Senior Accountant	1	1	0	0	0
<b>Senior Customer Service Representative</b>	3	1	1	2	1
Supervising Accountant	0	0	1	1	0
Utility Billing & Collections Supervisor	0	0	1	1	0
	26	21	19	19	0
<b>HUMAN RESOURCES DIVISION</b>					
Administrative Clerk - (C)	1	1	0	0	0
<b>Administrative Secretary - (C)</b>	1	1	1	0	(1)
Human Resources Director	1	0	0	0	0
<b>Human Resources Manager</b>	0	0	0	1	1

2007-08 FINANCIAL PLAN AND BUDGET

STAFFING SUMMARY	2004-05 Budgeted Positions	2005-06 Budgeted Positions	2006-07 Budgeted Positions	2007-08 Budgeted Positions	Net Increase in Budgeted Positions 06-07 to 07-08
Human Resources Technician	1	1	1	1	0
<b>Management Analyst Trainee/I/II</b>	1	1	1	3	2
<b>Risk Manager</b>	1	1	1	0	(1)
	6	5	4	5	1
<b>INFORMATION SYSTEMS DIVISION</b>					
Data Processing Manager	1	1	1	1	0
Data Processing Programmer Analyst	1	0	0	0	0
Information Systems Analyst	0	1	1	1	0
Information Systems Specialist	1	1	1	1	0
Information Systems Manager	1	1	1	1	0
Information Systems Coordinator	1	1	1	1	0
Network Administrator	1	1	1	1	0
Network Technician	2	1	1	1	0
Senior Programmer Analyst	1	1	1	1	0
	9	8	8	8	0
<b>Internal Services Total (note 3)</b>	<b>46</b>	<b>39</b>	<b>37</b>	<b>40</b>	<b>3</b>
<b>FIRE DEPARTMENT</b>					
Administrative Secretary	1	1	1	1	0
Fire Battalion Chief	4	4	4	4	0
Fire Captain	12	15	15	15	0
Fire Chief	1	1	1	1	0
Fire Division Chief	2	2	2	2	0
Fire Inspector	1	1	1	1	0
Fire Engineer	16	18	21	21	0
Firefighter I/II	24	18	18	18	0
<b>Permit Technician</b>	0	0	1	0	(1)
<b>Sr. Administrative Clerk</b>	1	1	0	1	1
<b>Fire Department Total</b>	<b>62</b>	<b>61</b>	<b>64</b>	<b>64</b>	<b>0</b>
<b>LIBRARY</b>					
Administrative Clerk	1	0	0	0	0
Librarian I/II	3	3	3	3	0
Library Assistant	4	4	4	4	0
Administrative Secretary	0	1	1	1	0
Literacy Services Coordinator	0	1	1	1	0
Library Services Director	1	1	1	1	0
Senior Library Assistant	3	3	0	0	0
Supervising Library Assistant	0	0	3	3	0
Supervising Librarian	1	1	1	1	0
<b>Library Total</b>	<b>13</b>	<b>14</b>	<b>14</b>	<b>14</b>	<b>0</b>
<b>PARKS &amp; RECREATION DEPARTMENT</b>					
Administrative Clerk	1	1	1	1	0
Administrative Secretary	1	1	1	1	0
Laborer/Park Maintenance Worker I/II	11	11	11	11	0
<b>Management Analyst I/II (note 4)</b>	1	1	1	0	(1)
Park Maintenance Worker III	5	5	5	5	0
Parks Project Coordinator	1	1	1	1	0
Parks & Recreation Director	1	1	1	1	0
Parks Superintendent	1	1	1	1	0
Parks Supervisor	2	2	2	2	0
Recreation Supervisor	4	4	4	4	0
Sr. Administrative Clerk	1	1	1	1	0
Senior Facilities Maintenance Worker	1	1	1	1	0
Welder-Mechanic	1	1	1	1	0
<b>Parks &amp; Recreation Total</b>	<b>31</b>	<b>31</b>	<b>31</b>	<b>30</b>	<b>(1)</b>

2007-08 FINANCIAL PLAN AND BUDGET

STAFFING SUMMARY	2004-05	2005-06	2006-07	2007-08	Net Increase in Budgeted Positions 06-07 to 07-08
	Budgeted Positions	Budgeted Positions	Budgeted Positions	Budgeted Positions	
<b>POLICE DEPARTMENT</b>					
<i>Administrative Clerk</i>	0	0	0	1	1
Administrative Secretary	1	1	1	1	0
Animal Services Supervisor	1	1	1	1	0
Assistant Animal Services Officer	2	2	2	2	0
<b>Community Improvement Officer I/II</b>	0	0	0	2	2
Community Service Officer	3	1	1	1	0
<b>Dispatcher/Jailer</b>	16	18	17	18	1
Dispatcher Supervisor	2	2	2	2	0
Lead Dispatcher/Jailer	2	2	2	2	0
Management Analyst Trainee/I/II	1	1	1	1	0
Parking Enforcement Assistant	1	2	2	2	0
Police Captain	2	2	2	2	0
Police Chief	1	1	1	1	0
Police Corporal	8	8	8	8	0
Police Lieutenant	6	6	6	6	0
Police Officer (Includes 1 grant position)	53	52	52	52	0
<b>Police Records Clerk I/II</b>	5	5	4	5	1
Police Records Clerk Supervisor	1	1	1	1	0
Police Sergeant	9	9	9	9	0
Special Services Manager	1	1	1	1	0
Sr. Police Administrative Clerk	2	2	2	2	0
<b>Police Department Total (note 5)</b>	<b>117</b>	<b>117</b>	<b>115</b>	<b>120</b>	<b>5</b>
<b>PUBLIC WORKS DEPARTMENT</b>					
<b>ADMINISTRATION</b>					
Administrative Secretary	1	1	1	1	0
Management Analyst Trainee/I/II	1	1	1	1	0
Public Works Director	1	1	1	1	0
	3	3	3	3	0
<b>ENGINEERING DIVISION</b>					
Administrative Clerk	2	3	2	2	0
City Engineer/Deputy Public Works Director	1	1	1	1	0
Construction Project Manager	1	1	1	1	0
Engineering Technician I/II	2	2	2	2	0
Jr./Assistant Engineer/Associate Civil Engineer	2	2	2	2	0
<b>Public Works Inspector I/II</b>	2	2	3	2	(1)
Senior Civil Engineer	2	2	3	3	0
Senior Engineering Technician	3	3	4	4	0
Senior Traffic Engineer	1	1	1	1	0
	16	17	19	18	(1)
<b>FLEET &amp; FACILITIES</b>					
Equipment Service Worker	1	1	1	1	0
Facilities Maintenance Worker	2	1	1	1	0
Facilities Supervisor	1	1	1	1	0
Fleet & Facilities Manager	1	1	1	1	0
Fleets Services Supervisor	1	1	1	1	0
<b>Heavy Equipment Mechanic</b>	3	3	3	4	1
Lead Equipment Mechanic	2	2	2	2	0
Parts Clerk	1	1	1	1	0
Senior Administrative Clerk	1	1	1	1	0
Senior Facilities Maintenance Worker	1	1	1	1	0
Welder-Mechanic	1	1	1	1	0
	15	14	14	15	1
<b>STREETS &amp; DRAINAGE</b>					
Administrative Clerk	1	1	1	1	0
Assistant Streets & Drainage Manager	1	1	1	1	0
Laborer/Maintenance Worker I/II	13	9	12	12	0
Office Supervisor	1	1	1	1	0
Sr. Administrative Clerk	1	1	1	1	0
Street Maintenance Worker III	7	7	8	8	0

**2007-08 FINANCIAL PLAN AND BUDGET**

<b>STAFFING SUMMARY</b>					<i>Net Increase in Budgeted Positions 06-07 to 07-08</i>
	<b>2004-05 Budgeted Positions</b>	<b>2005-06 Budgeted Positions</b>	<b>2006-07 Budgeted Positions</b>	<b>2007-08 Budgeted Positions</b>	
Streets Drainage Manager	1	1	1	1	0
Street Supervisor	3	3	3	3	0
Tree Operations Supervisor	1	1	1	1	0
	<u>29</u>	<u>25</u>	<u>29</u>	<u>29</u>	<u>0</u>
<b>WATER SERVICES</b>					
Wastewater Treatment Superintendent	1	1	1	1	0
Water Services Manager	1	1	1	1	0
Chief Wastewater Plant Operator	1	1	1	1	0
Electrician	0	0	2	2	0
Environmental Compliance Inspector	2	2	2	2	0
Laboratory Services Supervisor	1	1	1	1	0
Laboratory Technician I/II	2	2	2	2	0
Laborer/Maintenance Worker I/II	7	9	8	8	0
Plant & Equipment Mechanic	4	4	4	4	0
Public Works Inspector I/II	1	1	0	0	0
Senior Civil Engineer	1	1	0	0	0
Senior Engineering Technician	1	1	0	0	0
Senior Plant & Equipment Mechanic	2	2	3	3	0
Wastewater Plant Operator I/II/III	6	6	6	6	0
Water Conservation Officer	1	1	0	0	0
Water Services Technician	0	0	1	1	0
Water/Wastewater Maintenance Worker III	5	5	5	5	0
Water/Wastewater Superintendent	1	1	1	1	0
Water/Wastewater Supervisor	3	3	3	3	0
	<u>40</u>	<u>42</u>	<u>41</u>	<u>41</u>	<u>0</u>
<b>TRANSPORTATION &amp; COMMUNICATIONS</b>					
Transportation Manager	1	1	1	1	0
<i>Transportation Technician</i>	0	0	0	1	1
	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>1</u>
<b>Total Public Works</b>	<b>104</b>	<b>102</b>	<b>107</b>	<b>108</b>	<b>1</b>
<b>ALL CITY DEPARTMENTS</b>					
<b>TOTAL</b>	<b>470</b>	<b>467</b>	<b>453</b>	<b>458</b>	<b>5</b>

Note 1 - Authorized positions changed based on mid- year budget adjustments 2006/07

Note 2 - Positions were converted from contract in 2004/05 to full-time in 2005/06

Note 3 - Two positions transferred from other departments

Note 4 - Position transferred from Parks and Recreation to Budgeting mid-year 2006-07

Note 5 - Three positions transferred from Community Development Department to Police Department

**Recap of five positions added:**

**Position**

- Police Records Clerk
- Dispatcher/Jailer
- Human Resources Manager
- Administrative Clerk
- Transportation Technician

Position Changes				
	FY 06/07	FY 07/08		
Dept/Division	Current Title	New Title/Position	Comment	Bargaining Unit
City Clerk	Deputy City Clerk		Delete one position	No Rep
City Clerk		Administrative Records Clerk II-C	New Position	Gen Servs
Comm Center	Facilities Maint Worker	Bldg Services/Event Coord.	Re-class	M&O
Comm Dev	Sr Bldg Inspector	Plan Check Engineer	Re-class	Gen Servs
Elec Utility	Elec Foreman/Forewoman		Delete one position	IBEW
Elec Utility	Elec Lineman/Linewoman		Delete one position	IBEW
Elec Utility		Elec Lineman/Linewoman Appr	New position	IBEW
Elec Utility		Elec Lineman/Linewoman Appr	New position	IBEW
Elec Utility		Elec Systems Supervisor	New position	IBEW
Elec Utility		Elec Drafting Technician	New position	IBEW
Elec Utility	Elec Estimator		Delete one position	IBEW
Elec Utility	Elec Technician		Delete one position	IBEW
Elec Utility	Mgr Bus Planning and Mktg		Delete position	IBEW
Elec Utility	Mgr Rates & Resources		Delete position	IBEW
Elec Utility		Meter Reader	New Position	Gen Servs
Elec Utility		Metering Electrician	New position	IBEW
Elec Utility		Utility Operations Supr	New position	IBEW
Elec Utility	Utility Service Operator I/II		Delete one position	IBEW
Int Servs/Budget		Administrative Clerk	New position	Gen Servs
Int Servs/Budget		Buyer	New position	Gen Servs
Int Servs/Budget	Purchasing Officer		Delete position	Mid-Mgmt
Int Servs/FinServ	Customer Service Supr		Delete position	Gen Servs
Int Servs/FinServ		Sr Customer Service Rep	New position	Gen Servs
Int Servs/HR	Administrative Secretary		Delete position	No Rep
Int Servs/HR		Management Analyst	New position	No Rep
Int Servs/HR	Risk Manager		Delete position	No Rep
Int Servs/HR		Management Analyst	New position	No Rep
Int Servs/HR		Human Resources Mgr	New position	No Rep
Fire	Permit Technician		Del – No Re-Org	Gen Servs
Fire		Sr Administrative Clerk	Add – No Re-Org	Gen Servs
Police		Dispatcher/Jailer	New position	Dispatch
Police		Records Clerk I/II	New position	Gen Servs
PW Engr	Public Works Inspector I/II		Delete position	Gen Servs
PW Fleet		Heavy Equipment Mechanic	New position	M&O
PW Transit		Transportation Technician	New Position	Gen Servs
PW WWW	Wastewater Plant Operator I/II/III		Salary Adjustment	M&O
PW WWW	Chief Wastewater Plant Operator		Salary Adjustment	M&O
PW WWW	Laboratory Services Supervisor		Salary Adjustment	M&O



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Declaring that any Person While Performing Voluntary Service(s) for the City of Lodi Shall be Deemed an Employee of the City of Lodi for Purposes of Workers' Compensation Benefits pursuant to Division 4 of the California Labor Code

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Deputy City Manager

**RECOMMENDED ACTION:** Adopt Resolution Declaring that any Person While Performing Voluntary Service(s) for the City of Lodi Shall be Deemed an Employee of the City of Lodi for Purposes of Workers' Compensation Benefits pursuant to Division 4 of the California Labor Code

**BACKGROUND INFORMATION:** The City of Lodi has long benefited from a variety of vital volunteer programs. During their course of service, some of these volunteers may be injured. California Labor Code permits the Lodi City Council to declare by adoption of a resolution that a person who performs voluntary service(s) for the City of Lodi be deemed an employee of the City of Lodi for purposes of Division 4 of the California Labor Code while performing such service. California Labor Code Section 3363.5 states: *(a) Notwithstanding Sections 3351, 3352, and 3357, a person who performs voluntary service without pay for a public agency, as designated and authorized by the governing body of the agency or its designee, shall, upon adoption of a resolution by the governing body of the agency so declaring, be deemed to be an employee of the agency for purposes of this division while performing such service. (b) For purposes of this section, "voluntary service without pay" shall include services performed by any person, who receives no remuneration other than meals, transportation, lodging, or reimbursement for incidental expenses.*

Adoption of such a Resolution is deemed a best Risk Management practice since awards for pain and suffering are not granted in Workers' Compensation settlements as they are in those of General Liability, thereby reducing the potential total cost of a claim. In addition, the Self Insured Retention rate for the City of Lodi's Workers' Compensation plan is \$250,000 less than its General Liability plan (\$500,000), thus reducing limits to any potential losses.

**FISCAL IMPACT:** Adoption of this Resolution limits coverage of volunteers to benefits provided through the Workers' Compensation program and precludes other potential claims under the California Tort Claims Act.

**FUNDING AVAILABLE:**

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
James Krueger  
Deputy City Manager

JRK/jlh

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

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING THAT ANY PERSON PERFORMING VOLUNTARY SERVICE FOR THE CITY OF LODI SHALL BE DEEMED AN EMPLOYEE OF THE CITY OF LODI FOR PURPOSES OF DIVISION 4 OF THE CALIFORNIA LABOR CODE WHILE PERFORMING SUCH SERVICE

=====

WHEREAS, the City of Lodi has long benefited from a variety of vital volunteer programs, and volunteers may be injured in their course of service; and

WHEREAS, the California Labor Code permits the Lodi City Council to declare by adoption of a Resolution that a person who performs voluntary service(s) for the City of Lodi be deemed an employee of the City of Lodi for purposes of Division 4 of the California Labor Code while performing such service, and adoption of such a Resolution is deemed a best Risk Management practice; and

WHEREAS, the Lodi City Council desires to provide workers' compensation coverage for any city volunteers pursuant to the provision of Section 3363.5 of the Labor Code; and

WHEREAS, the City Council finds its best interests will be served by utilizing volunteers in the provision of certain city services.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby finds and determines as follows:

1. That the public interest is best served by providing workers' compensation coverage to any person performing volunteer services for the City of Lodi.
2. That the volunteers described above shall be deemed to be employees for the purposes of Division 4 of the California Labor Code while the person(s) actually performs volunteer services, provided that the rights of volunteers shall be limited to those benefits set forth in the Labor Code.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolutions Amending the City of Lodi Drug Free Workplace Policy, Drug Free Workplace Procedure, Drug and Alcohol Policy and Drug and Alcohol Procedures to Meet Department of Transportation Requirements

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolutions amending the City of Lodi Drug Free Workplace Policy, Drug Free Workplace Procedure, Drug and Alcohol Policy and Drug and Alcohol Procedures to meet Department of Transportation requirements.

**BACKGROUND INFORMATION:** The City of Lodi has a variety of Policies and Procedures that have been adopted by the City Council. During the recent Triennial Review by the Federal Transit Administration (FTA), it was noted that the City's Policies and Procedures for Drug Free Workplace and Drug and Alcohol did not meet the current Department of Transportation requirements the FTA uses.

The four policies have been revised and are being submitted by staff for amendment. Following adoption by the City Council, copies of the new policies will be distributed to staff and forwarded to the FTA, as required. The FTA requires that the policies be submitted by July 30, 2007. The revisions to the policy include changes to pre-employment requirements, affected employees, definitions of safety-sensitive positions, references to Federal requirements, testing percentages and procedures, and specimen collection oversight.

**FISCAL IMPACT:** Failure to amend the policies by the date set by FTA could impact the availability of Federal transit funding received by the City to cover the costs of transit service.

**FUNDING:** None required.

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager  
RCP/TMF/pmf  
Attachments  
cc : Deputy City Manager  
Transportation Manager

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

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AMENDING THE CITY OF LODI DRUG FREE  
WORKPLACE POLICY AND THE DRUG FREE  
WORKPLACE PROCEDURE TO MEET  
DEPARTMENT OF TRANSPORTATION  
REQUIREMENTS

=====

WHEREAS, the City of Lodi previously adopted a Drug Free Workplace Policy and Procedure on May 1, 1995; and

WHEREAS, due to changes in the Federal 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 and B attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the effective date of this policy shall be July 19, 2007.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_

CITY OF LODI

ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : DRUG-FREE WORKPLACE - *Policy*

DATE ISSUED: : July , 2007

SECTION: : D

REFERENCE: : Drug Free Workplace Act of 1988; Americans With Disabilities Act of 1990; The Rehabilitation Act of 1973.

SECTION 1: PURPOSE

**City of Lodi** is committed to protecting the safety, health and well being of all employees and other associated individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.
- As a condition of employment, this organization requires that all employees adhere to a strict policy regarding the use and possession of drugs and alcohol.
- This organization encourages employees to voluntarily seek help with drug and alcohol problems.

SECTION 2: POLICY STATEMENT

It is a violation of our drug-free workplace policy to manufacture, use, possess, distribute, trade, and/or offer for sale alcohol, illegal drugs or intoxicants. Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, lunch hours and whenever conducting business or representing the organization, while on paid standby, on or off City property including vehicles. Any individual who conducts business for the organization, is applying for a position, or is conducting business on the organization's property is covered by our drug-free workplace

policy. Our policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers, interns and applicants.

Drug and alcohol consumption on and/or off the job can adversely affect job performance and employee/public safety. The City respects the privacy of its employees and contractors unless involvement with drugs and/or alcohol off the job adversely affects job performance and employee/public safety.

SECTION 3: COMPLIANCE

The U.S. Department of Transportation DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. The (DOT) adopted 49 CFR Part 40 (Revised), which outlines procedures for transportation workplace drug and alcohol testing programs. This Policy incorporates these federal requirements for employees when performing safety-sensitive functions, as well as other provisions as noted.

The Federal Transit Administration (FTA) of the U.S. Department of Transportation 49 CFR (Code of Federal Regulations) Part 655 and 382 mandates urine drug testing and breathalyzer alcohol testing, for employees performing safety-sensitive functions. The regulation prevents the performance of safety-sensitive functions when there is a positive test result or test refusal. **A safety-sensitive function is:**

- 1) Maintenance personnel, who perform various repairs to revenue vehicles (including repairs, overhaul and rebuilding)
- 2) 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).
- 3) Drivers operating a revenue service vehicle, including when not in revenue service.
- 4) Dispatch personnel and supervisors who control the movement of any revenue service vehicle.

Federal Contractors and grantees must certify that they will provide drug-free workplaces as a pre-condition to receiving a contract or grant from any Federal agency. Failure to comply with the requirements of the Drug-Free Workplace Act may result in the following sanctions:

- A. suspension of payments under the grant;
- B. termination of the grant; or

C. debarment from any grant award from any Federal agency for a period up to five (5) years.

Such penalties may be applied to contractors/grantees who have made false certifications of compliance with the Act.

SECTION 4: COMPLIANCE OF EMPLOYEES

All employees shall agree to abide by this condition of employment and shall notify the City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

In those instances where City employees, who are employed under Federal contract or grant, are convicted of criminal drug statutes violations occurring in the workplace, the City shall notify the grantor agency within ten (10) days after receiving notice from such employees or otherwise receiving actual notice of such convictions.

The City of Lodi shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 to submit to a pre-employment, post-accident, random, reasonable suspicion, return-to-duty or a follow-up drug and alcohol test as described in this policy. The City shall not permit any employee who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions and is subject to disciplinary actions up to and including termination.

Any employee (safety sensitive or non-safety sensitive) who refuses to comply with a request for testing, who fails to remain readily available for post-accident testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration or substitution, shall be removed from duty immediately. Refusal can include an inability to provide a specimen or breath alcohol sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

SECTION 5: ENFORCEMENT

In conjunction with Human Resources, department directors, managers, and supervisors are responsible for reasonable enforcement of this policy and the Drug-Free Workplace Procedure.

SECTION 6: SPECIFIC APPLICATIONS

Driver's License: Employees operating vehicles and equipment requiring the possession of a specified class, certificated or endorsed driver/operator license by the California Department of Motor Vehicles, or any other federal or state agency, may be subject to drug/alcohol screening in order to obtain and maintain such licensing

Accidents: Employees directly involved in an accident, including vehicular accidents, or who may have been involved in the sequence of events leading up to an accident, is subjected to testing as part of the accident investigation process. Notwithstanding laws to the contrary, the supervisor will determine whether employees should be directed for drug/alcohol testing based upon reasonable suspicion.

SECTION 7: Opportunities of Rehabilitation

The City of Lodi is committed to providing reasonable opportunities of rehabilitation to those employees with a drug or alcohol problem in accordance with the provisions of federal and/or state law.

An employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable cause, random or post-accident testing or has not refused a drug or alcohol test or is not involved in disciplinary proceedings, may voluntarily refer her or himself to the Human Resources Manager or Internal Services Director, who will refer the individual to the City's Substance Abuse Professional at the expense of the employee. The SAP will evaluate the employee and make specific recommendation regarding the appropriate treatment. When an employee voluntarily refers her or himself for treatment, the employee may be eligible for sick leave and disability benefits. Employees will be allowed to take accumulated vacation time or may be eligible for unpaid time off to participate in any rehabilitation program at the employee's expense. In addition, the City of Lodi's voluntary Employee Assistance Program (EAP) is available to assist employees who seek help for alcohol or drug problems. Employees are encouraged to contact the EAP directly.

Supervisors/managers may refer an employee to the EAP for reasonable suspicion of drug abuse. Supervisors are encouraged to refer employees to the EAP for intervention. EAP services are confidential and supervisory referred employees are requested to sign a release of information for attendance purposes if sessions are scheduled during working hours.

SECTION 8: PRESCRIPTION MEDICATION /LEGAL DRUGS

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. The misuse of legal drugs while performing transit business is prohibited at all times. Any employee taking any medication with a warning label will be required to provide the following:

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills or judgment may be adversely affected must be reported to supervisory personnel. Medical advice should be sought, as appropriate, while taking such medication and before performing work-related duties.

An employee taking prescribed drugs which may interfere with safe work performance is required to provide written documentation from the prescribing physician indicating the level of interference with job performance. The prescription or approval must include the patient's name, the name of the substance, quantity/amount to be taken, the period of authorization and physician's signature that the employee may continue to perform safety-sensitive functions while taking such medication

The employee's immediate supervisor or department head shall determine on a case-by-case basis the employee's ability to perform employment responsibilities in conjunction with Human Resources. Failure to notify a supervisor may result in disciplinary action in accordance with City policy and procedure. An employee may be required to provide a statement from a licensed physician, indicating when the employee is able to work safely, or any limitations she/he may have while taking the prescribed medication.

SECTION 9:

PRE-EMPLOYMENT DRUG TESTING

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 the employee performed safety-sensitive functions for in the previous two years. The information must be obtained and reviewed prior to the first time an employee performs safety-sensitive functions. If not feasible, the information should be obtained no later than thirty (30) days after the first time an employee performs safety-sensitive functions. 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.

Applicants will be asked whether her or he has tested positive, or refused to test on a pre-employment drug or alcohol test while trying to obtain safety sensitive transportation work from an employer covered by a DOT agency during the past two years. If applicant admits that he or she had a positive test or refusal to test, the City will not allow the applicant to perform safety-sensitive duties unless and until the applicant provides documents showing the successful completion and release from a SAP. Job offers made by the City of Lodi are contingent upon the successful completion of a drug and/or alcohol

screening. Testing for temporary hires will be evaluated on an individual basis by classification.

CITY OF LODI

ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : DRUG-FREE WORKPLACE - *Procedure*

DATE ISSUED: : July , 2007

SECTION: : D

REFERENCE: : US DOT (FTA) 49 CFR Part 40;  
 49 CFR Part 655;  
 49 CFR Part 382;  
 49 CFR Part 29;  
 Drug Free Workplace Act of 1988;  
 Americans With Disabilities Act of 1990;  
 The Rehabilitation Act of 1973;  
 Rules for Personnel Administration;

SECTION 1: PURPOSE

The purpose of this procedure is to provide guidance to employees, supervisors, and managers in the recognition of drug/alcohol abuse by employees, and of the process by which to address the issues raised by such use.

SECTION 2: SUPPORT SERVICES/EDUCATION /TRAINING

All employees shall receive educational information and training regarding the detection and deterrence associated with the use of illegal drugs and alcohol use. Safety Sensitive employees will receive training annually. For immediate support and guidance employees may contact:

SAMHSA'S Center for Substance Abuse Treatment	1-800-662-HELP (4357)	All
Employee Assistance Program Substance Abuse Professional	(209) 333-6704	Please contact Human Resources for additional information

SECTION 3:

REASONABLE SUSPICION

Reasonable Suspicion is cause based on subjective evidence and objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol to the degree the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

It is the responsibility of the supervisor to gather specific facts and rational inferences from these facts which warrant reasonable suspicion that the particular employee is under the influence of drugs or alcohol. Co-workers have the responsibility to notify supervisors or Human Resources immediately to report suspicious behavior. In all cases of suspicion of drug/alcohol abuse, all procedures shall be conducted under the auspices of the Human Resources Division.

Reasonable suspicion may be established by, but not limited to any of the following:

- A. Slurred speech;
- B. Alcohol odor on breath;
- C. Unsteady walking and movement;
- D. An accident involving City property;
- E. Physical or verbal altercation;
- F. Declining work performance;
- G. Possession of alcohol or unauthorized drugs;
- H. Information from a co-worker, City employee, or member of the public regarding an employee's performance level.

These are not the sole indicators for determining reasonable suspicion. The number of reasonable suspicion indicators and amount of evidence supporting each indicator will determine whether there is reasonable suspicion to search or compel a test. Consequently, any one indicator above or in combination with other indicators will not necessarily always indicate reasonable suspicion. Each situation will have to be individually examined, obtaining as much evidence of impairment as possible.

SECTION 4:

SUPERVISORY RESPONSIBILITIES

Supervisors must distinguish between deficient employee behaviors that are ongoing or repeated in nature, and those that present immediate indication of drug/alcohol influence.

- A. Ongoing Behavior:

A supervisor observing an employee demonstrating the above indicators and/or exhibiting ongoing behavior which could cause reasonable suspicion of drug/alcohol abuse shall contact the Personnel Department immediately and may:

1. Counsel the employee regarding areas of declining work performance and recommend the employee utilize the Employee Assistance Program for intervention and rehabilitation.
2. Document the behavior which has given rise to the suspicion of substance abuse;
3. Inform the appropriate higher level supervisor/manager of the supervisor's observations, interventions, and if applicable, intent to recommend substance abuse testing.

Drug/alcohol testing is used as a last resort after an employee refuses an EAP referral or EAP recommendations are rejected.

After a supervisor has received training on drug/alcohol abuse testing and referral, and taken all measures outlined above, he/she may direct an employee to take a test in accordance with the procedures outlined in Attachment A.

**B. Immediate Presentation of Indicators:**

Supervisors may request an employee to submit to a drug /alcohol testing when there is a reasonable suspicion that an employee is under the influence of drugs or alcohol. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol, the supervisor is required to prevent the employee from engaging in further work and advise the employee to remain at the work site until transportation arrangements can be made. Such employee shall be transported to the appropriate physician/laboratory for drug/alcohol testing by his/her most available supervisor. Upon completion of the sample collection, transportation to the employee's residence shall be provided by the supervisor or a member of the employee's family. Employees who insist on driving and who may be under the influence of drugs or alcohol are subject to arrest by a peace officer.

Employees will not be permitted to work until the results of the test have been determined. Upon receipt of the laboratory analysis results, employees will be notified. If a test result is positive, the time the employee was absent from work between the specimen collection and notification of results shall be unpaid. If the test result is negative, then the interim time period shall be considered administrative leave with pay.

Supervisors requesting an employee to submit to a drug/alcohol test shall document, in writing within 24 hours, the facts constituting reasonable suspicion that the employee is intoxicated or under the influence of drugs.

The City may search, without employee consent, all areas and property in which the City maintains control or joint control with the employee including, but not limited to, City vehicles, desks, containers, files, lockers and storage facilities. Whenever possible, prior to a search for drugs or alcohol, an attempt shall be made to contact the employee at work or at home to allow the employee to be present during the search. When it is not possible reach the employee or the employee is not present within a reasonable period of time (i.e. not later than 45 minutes), the search shall be conducted by a minimum of two people - the supervisor conducting the search and an observer such as a second supervisor, a law

enforcement officer or a neutral observer. For Police Officers, searches of lockers or an assigned storage space shall be conducted as provided by Government Code Section 3309. Otherwise the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the City.

Supervisors shall not physically search the person of employees, nor shall they search the personal possessions of employees. Supervisors shall notify the appropriate Department Head or designee when they have reasonable suspicion that an employee may have illegal drugs or alcohol in his or her possession, including areas such as parking areas, break rooms, etc. If the Department Head or designee concurs that there is reasonable suspicion of possession, then he/she may notify the appropriate law enforcement agency.

SECTION 5: CONTROLLED SUBSTANCE (DRUGS) AND/OR ALCOHOL TESTING OF EMPLOYEES

There shall be no random or general testing except as required by federal and/or state law, or as part of a last chance agreement in conjunction with rehabilitation. The City of Lodi shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 to submit to a pre-employment, post-accident, random, reasonable suspicion, return-to-duty or a follow-up drug and alcohol test as described in this policy.

An employee may be asked to submit to a urine test to determine the use and/or presence of controlled substances. Alcohol testing shall be conducted by using an evidential breath testing device.

Should an employee be directed to undergo drug/alcohol testing the following provisions shall apply:

- A. All testing shall be performed by a National Institute of Drug Abuse (NIDA) certified facility, determined by the City.
- B. The initial testing shall use the radioimmunoassay (RIA) screening process. If the results are positive, the results will confirmed by the gas chromatography/mass spectrometer (GC/MS) method.
- C. If the initial test result is positive and the confirmation test result is negative, the overall screening is considered negative.
- D. In the event of a positive result, the specimen shall be retained and preserved by the laboratory for a minimum of one year. If during this period the employee requests, the specimen will be forwarded to another laboratory for independent testing. The cost of this additional handling and testing shall be borne by the employee.

E. If the employee tests positive for a substance(s) with a medically recognized usage as a prescription drug without having disclosed such usage before the test, the employee shall be given the opportunity to produce a prescription for the drug or a physician's (or dentist's) statement relative to the need for such a drug. The said prescription must be dated before the date of the drug screen.

F. In the case of marijuana, the level of the positive test is set high enough to exclude people who have had a casual encounter with the drug, such as being in a room where it is smoked by someone else. A test threshold (NG/ML) for THC - the active substance in marijuana - is used as cutoff, which ensures that someone who registers positive has indeed ingested such a substantial amount of that drug that it precludes inadvertent exposure.

G. The results of the drug screening shall be reviewed by a Medical Review Officer (MRO) for interpretation and validation. The medical provider shall inform the employee and Human Resources of the results of the screening.

\* Testing is based on DOT minimum thresholds in 49 CFR Part 40.

#### SECTION 6:

#### CONFIDENTIALITY

Specific treatment services provided by the SAP and/or EAP provider are confidential and are not released without the employee's authorization. Specific information shared with SAP or EAP staff is confidential unless required by law for child abuse or threats of bodily harm.

Laboratory reports or test results shall be maintained by the medical provider. Any written records of the test results shall not be placed in an employee's personnel file, but shall be maintained in a separate confidential file unless used to support a disciplinary action. The confidential file shall be maintained by the Human Resources Division. The reports or test results may be disclosed to City management and/or supervisory staff on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without the employee's consent, may also occur when the information:

- A. requires immediate contact to the employee
- B. is compelled by law or by judicial or administrative process;
- B. has been placed at issue in a formal dispute between the City of Lodi and the employee;
- C. is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

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 DOT regulated agency or employer. Former employees seeking employment with another DOT regulated agency shall authorize the City in writing to provide the required drug and alcohol testing information to that agency.

An employer must obtain and review the information listed below from any DOT-regulated employer the employee performed safety-sensitive functions for in the previous two years. The information must be obtained and reviewed prior to the first time an employee performs safety-sensitive functions. If not feasible, the information should be obtained no later than thirty (30) days after the first time an employee performs safety-sensitive functions. 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.

### SPECIMEN COLLECTION PROCEDURE

When an individual is directed by the City to the medical provider for drug/alcohol screening, the following procedure is observed:

1. The screening procedure is explained to the individual and any questions answered by the medical provider.
2. The individual is asked to provide all pertinent information to the medical provider and sign a waiver authorizing release of the results to the City of Lodi.
3. The medical provider conducts the screening in a manner so as to prevent tampering and ensure confidentiality. Such procedure shall include, but not be limited to identification verification, removal of all unnecessary garments and bags prior to collection, washing hands, and temperature testing.
4. The specimen shall be sealed, labeled, and initialed by the medical provider and the employee, without the container leaving the employee's presence.
5. An employee will be selected at random each quarterly draw to complete a portion of a Collection Audit Checklist form with Human Resources.

## COLLECTION AUDIT CHECKLIST

### BASIC INFORMATION

- Step-1 Verify that collectors are trained and certified Yes\_\_\_\_ No\_\_\_\_  
Step-2 Verify that collectors have proof of Proficiency demonstration Yes\_\_\_\_ No\_\_\_\_

Each collector must demonstrate proficiency in collections under this part by completing five consecutive error free mock collections. The five mock collections must include two uneventful collection scenarios, one insufficient quantity of urine scenario, one temperature out of range scenario, and one scenario in which the employee refuses to sign the CCF and initial the

specimen bottle tamper evident seal.

Step-3 Does the clinic know who to contact at the division? Yes\_\_\_\_ No\_\_\_\_  
An employer must provide to collectors the name and telephone number of appropriate DER to contact about any problems or issues that may arise during the testing process.

### PREPARATION OF RESTROOM

- Step-1 Did the collector properly secure all water sources and add bluing agent to the toilet? Yes\_\_\_\_ No\_\_\_\_
- Step-2 Did the collector ensure that there are no foreign substances/items in the restroom prior to allowing the donor to go inside restroom? Yes\_\_\_\_ No\_\_\_\_
- Step-3 Did the collector explain the basic procedures to the donor or show the donor the instructions on the back of the CCF? Yes\_\_\_\_ No\_\_\_\_

### COLLECTION OF URINE SAMPLE

- Step-1 Did the collector require to see a valid ID from donor? Yes\_\_\_\_ No\_\_\_\_
- Step-2 Did the collector require the donor to empty pockets? Yes\_\_\_\_ No\_\_\_\_
- Step-3 Did the collector require the donor to remove hat, jacket? Yes\_\_\_\_ No\_\_\_\_
- Step-4 Did the collector require the donor to wash and dry hands? Yes\_\_\_\_ No\_\_\_\_
- Step-5 Did the collector let the donor pick the cup to be used for collection? Yes\_\_\_\_ No\_\_\_\_
- Step-6 Did the collector open the cup in front of the donor? Yes\_\_\_\_ No\_\_\_\_
- Step-7 Did the collector instruct the donor to provide at least 45ml of urine and to come out of the restroom within 4 minutes? Yes\_\_\_\_ No\_\_\_\_
- Step-8 Did the collector ensure that the donor does not take anything other than the collection cup with them into the restroom? Yes\_\_\_\_ No\_\_\_\_
- Step-9 Did the collector instruct the donor not to flush the toilet? Yes\_\_\_\_ No\_\_\_\_
- Step-10 Did the collector read the temp strip and mark it on the CCF? Yes\_\_\_\_ No\_\_\_\_
- Step-11 Did the collector pour the urine into two vials in front of the donor? Yes\_\_\_\_ No\_\_\_\_
- Step-12 Did the collector write the date on the seal strips? Yes\_\_\_\_ No\_\_\_\_
- Step-13 Did the collector have the donor initial the seal strips directly on the vials? Yes\_\_\_\_ No\_\_\_\_
- Step-14 Did the collector sign all appropriate boxes accordingly on the CCF? Yes\_\_\_\_ No\_\_\_\_
- Step-15 Did the collector have the donor sign the CCF (step 5) and did the collector verify the name written on the CCF? Yes\_\_\_\_ No\_\_\_\_
- Step-16 Did the collector seal up the specimen in the pouch correctly? Yes\_\_\_\_ No\_\_\_\_

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AMENDING THE DRUG AND ALCOHOL  
POLICY, AND THE DRUG AND ALCOHOL  
PROCEDURES TO MEET DEPARTMENT OF  
TRANSPORTATION REQUIREMENTS

=====

WHEREAS, the City of Lodi previously adopted a Drug and Alcohol Testing Policy and Procedure on April 26, 1995; and

WHEREAS, due to changes in the Federal 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 Drug and Alcohol Policy, and the Drug and Alcohol Procedures to meet Department of Transportation requirements, as shown on Exhibit A and B attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the effective date of this policy shall be July 19, 2007.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_

CITY OF LODI

ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : DRUG AND ALCOHOL TESTING - *Policy*

DATE ISSUED: : July, 2007

SECTION: : D

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 Personnel Department 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 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 incurs disabling damage as the result of the occurrence and is 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. In controlled substance testing, an immunoassay screen to eliminate "negative" urine specimens from further analysis.

Substance Abuse Professional(SAP): A SAP

## 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. A refusal to provide a urine sample for a drug test.
- B. An inability to provide a urine sample without a valid medical explanation;
- C. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in way that prevents the completion of the test;
- D. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- E. Tampering with or attempting to adulterate the urine specimen or collection procedure;
- F. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
- G. Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test was not obtained.

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 if they do not pass the tests.

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. If a fatality occurs, the employee will be tested irrespective of whether his/her involvement may be discounted.

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 Personnel Director 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) Alcohol testing will be administered to at least 10% of the total number of covered employees to random alcohol testing per year. A random drug test will be administered to at least 50% of the total number of covered employees per year. These testing rates are subject to change as determined by the appropriate regulatory agency.

(3) Some employees may be tested more than once in a year, while others are not tested at all depending on the random selection.

(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.

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.

The reasonable suspicion alcohol test will be administered within two (2) hours of the observation. If the test is not administered, the employee's supervisor must immediately provide written

documentation to the Personnel Director as to why the test was not promptly conducted. No test may be administered after eight hours following the observation.

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.

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.

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 may result in disciplinary action, up to and including termination.

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.

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.

(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

Electric Lineman/Linewoman  
Electric Foreman/Forewoman  
Electric Troubleshooter  
Electric Apparatus Mechanic  
Utility Equipment Specialist

A covered employee includes regular and part-time/temporary employees in the above listed classifications.

CITY OF LODI  
 ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : DRUG AND ALCOHOL TESTING - *Procedure*

DATE ISSUED: : July , 2007

SECTION: : D

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 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 2: EFFECTIVE DATE

This procedure shall be effective July 20, 2007

SECTION 3: 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 Personnel Department and shall be made immediately available upon request.

SECTION 4: 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.

SECTION 5:

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 Personnel Department 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 Personnel Department 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 the employee performed safety-sensitive functions for in the previous two years. The information must be obtained and reviewed prior to the first time an employee performs safety-sensitive functions. If not feasible, the information should be obtained no later than thirty (30) days after the first time an employee performs safety-sensitive functions. 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 6:

RANDOM TESTING

All 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. 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 7:

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 Personnel Director 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 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 Personnel Director and report the status of such testing.

SECTION 8:

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 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 Personnel Director 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 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 Personnel Director 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 9:

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 10:

SPECIFIED PROCEDURES

Specific procedures pertaining to the subjects listed below are attached to this Procedure as indicated:

Alcohol Testing Methodology and Procedures  
Controlled Substances Testing Procedure  
Controlled Substance Testing Methodology  
Test Results  
Confidentiality and Recordkeeping

Appendix A  
Appendix B  
Appendix C  
Appendix D  
Appendix E

## 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 Personnel Director 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.

## 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 Personnel Director, shall review and concur in advance with any decision by 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. 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.

## 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 Personnel Director.

### 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>Benzoylecgonine.

- 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 Personnel Director 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.

## 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.
- 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.

## 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 Personnel Director. 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 Amending Transit Policy and Procedure for Use of Transit Service Outside of Regular Operations

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution amending the City of Lodi Public Works Transit Policy on Transit Services Outside of Regular Service Operations.

**BACKGROUND INFORMATION:** At the June 16, 2004 meeting, the City Council amended the original policies and procedures for the use of transit services outside regular operations. Included in the adopted policy was specific language identifying the procedure for utilizing the City's transit services for public service events. In May, the City went through its Triennial Review from the Federal Transit Administration (FTA). At that time, revisions to the policy were requested by the FTA. The revisions, shown in bold italics in the attached policy (Exhibit A), reflect their comments and concerns.

The policy revisions include adding mailing a cover letter and copy of the newspaper advertisement to the two national bus trade organizations to the Procedure and creating an excel spreadsheet to track the vehicles used, hours, and mileage by event. Any mileage incurred as a result of these events shall be added to the useful life requirements for the vehicle as used to determine replacement.

**FISCAL IMPACT:** Failure to adopt this required change could result in loss of Federal Transit funding.

**FUNDING AVAILABLE:** None required.

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Richard C. Prima, Jr.  
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TMF/drr

Attachment

cc: Liz Diaz, General Manager, MV Public Transportation, Inc.

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

RESOLUTION NO. 2007-\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AMENDING CITY OF LODI PUBLIC WORKS  
TRANSIT POLICY AND PROCEDURES FOR  
TRANSIT SERVICE OUTSIDE OF REGULAR  
OPERATIONS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby amend the City of Lodi Policy and Procedures for the "Use of Transit Service Outside of Regular Operations," adopted June 16, 2004, as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that this policy and procedure amendment shall become effective July 19, 2007.

Dated: July 18, 2007

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I hereby certify that Resolution No. 2007-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## POLICIES AND PROCEDURES

TRANSIT-1

Use of Transit Services Outside of Regular Operations

07/18/2007

### INTRODUCTION

The following policy regarding special transit services by the City of Lodi (under agreement with our operator) applies to all service which falls outside the scope of regularly operated Transit service regardless of whether that service is categorized as Dial-A-Ride Service or Fixed-Route Service (Grapeline). For example, a group of people may reserve a Dial-A-Ride bus and travel within our service area during normal operating hours, pay regular fares and not be considered "special" service.

### POLICY

- I. Users of the City of Lodi's transit system shall be encouraged to utilize regularly offered services to address their transportation needs. Federal Transit Administration (FTA) and Transportation Development Act (TDA) rules and regulations restrict the use of vehicles for any outside service.
  
- II. The City of Lodi shall limit the use of transit vehicles to City-related functions assuming that the following conditions are met, except as provided in Section III.
  - A. The request for special service must not interfere with regularly scheduled service to the public or compete unfairly with private operators where private operators are willing and able to provide this service (TDA requirements).
  - B. Cost for Transit services incurred by functions with direct City Council/staff participation shall be monitored and evaluated yearly. Examples of these activities include:
    - Council/commission/staff tours of City facilities
    - Participation in public parades (Parade of Lights, Grape Festival, etc.)
    - Local tours for education programs, such as Leadership Lodi, in which City staff are participating

These costs shall be evaluated against expenses incurred by the City General Fund for Transit (rent of office space, secretarial work). Should the costs of performing "special" transit services for City sponsored events exceed the expenses incurred by the City General Fund for Transit, the difference shall be paid to the Transit fund. Transit services for either City and/or non-profit events with City Council/staff participation shall be limited as outlined in Paragraph C.
  - C. All requests shall be subject to paying for the full cost of service.
  
- III. The City's Transportation Manager shall advertise annually in local newspapers and at bus trade organizations for City events and public service events expected to be approved by the City Council (Sandhill Crane Festival, Grape Festival, etc.) to determine if any private operator is willing and/or able to perform the service. If no such provider exists, the City of Lodi's transit service may be utilized at the fully-allocated rate. An administrative fee of \$50 will be charged to each applicant to cover the advertisement costs.

**PROCEDURE**

The City of Lodi's Transportation Manager upon receipt of a request for service, in conjunction with the transit operator, shall determine that the policy requirements are met. Upon that determination the following general procedures apply.

1. Annually, the Transportation Manager shall submit a list of events potentially requiring Transit services outside of regular operations to the City Council for approval.
2. Upon approval of the City Council, the Transportation Manager shall advertise the list of events in the local newspaper. ***In addition, the Transportation Manager shall notify the two national bus trade organizations of the list and provide a copy of the newspaper advertisement.***
3. All applications for special services shall be submitted to either the Transportation Manager or transit operator no less than four weeks prior to an event. (Applications shall be made available at City Hall and the Transit Office.) This shall allow for the proper arrangements to be made to accommodate the service. Applications not presented to Council for approval with the annual advertisement for special events per Section III of the Policy require eight weeks notice to allow for Council agenda scheduling.
4. The transit operator shall attempt to utilize existing service to the extent possible to meet the requested needs of applicants. All requests which are eligible under the standard daily operations of Dial-A-Ride/Grapeline service shall be operated as such.
5. Applications which do not meet the conditions of the policy shall be returned within three working days to the applicant to allow for alternative transportation arrangements to be made.
6. A deposit of \$25 shall be required at the time the reservation is confirmed.
7. Applicant shall contact the transit operator three days before event to re-confirm details submitted in applications or to cancel the service request. Any modifications must be made at least 24 hours in advance, however, any cancellation after three days prior to the scheduled service shall forfeit their deposit.
8. Payment is due in full at the time of service. City of Lodi departments will be billed according to City billing practices.
9. Payment for services shall be charged according to the applicable published rates.
10. In July of each year, all applicants for special service per Section II B, C of the Policy will be invited to submit their requests for the upcoming year. At that time, they will be assigned to the yearly schedule not to exceed 40 specials or \$10,000 a year. Requests for services shall be apportioned first to City-sponsored events with the remaining requests allocated equitably among the applicants. This will allow for agencies that have events scheduled for later in the year to apply instead of allowing for a first come, first serve basis. The Transportation Manager will notify the applicants once the 40 specials/\$10,000 of service have been allocated for the year.
11. The Transportation Manager shall maintain a list of private providers within the City of Lodi, the City of Stockton, North San Joaquin County and the City of Galt who are to be contacted and shall advertise to update the list as required by Federal and State regulations.

Richard C. Prima, Jr.  
Public Works Director



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing Transit Services Outside of Regular Service Operations for the Listed Annual Events and Authorize the Transportation Manager to Advertise to Determine if a Willing and/or Able Provider Exists for These Events

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing transit services outside of regular service operations for the annual events listed below and authorize the Transportation Manager to advertise to determine if a willing and/or able provider exists for these events in accordance with the Policy for Use of Transit Service Outside of Regular Operations.

**BACKGROUND INFORMATION:** At the June 14, 2004 meeting, the City Council adopted policies and procedures for the use of transit services outside regular operations. Included in the adopted policy was specific language identifying the procedure for utilizing the City's transit services for public service events. The policy calls for the City's Transportation Manager to advertise not only in the local newspapers, but additionally to notify national trade organizations to determine if any other operator is willing and/or able to perform the service. To expedite this process, the policy provides for one general advertisement each year and should no provider be interested, the City's transit service may provide those services at the fully-allocated rate. An administrative fee of \$50 per event would be charged to cover the annual advertisement. The current fully-allocated rate (contract cost plus maintenance, depreciation, etc.) is \$60 an hour per bus. The rate is subject to change pending recalculation of cost following the single audit.

The following is a list of annual events for which transit service has been previously requested:

- |   |   |
|---|---|
| Sandhill Crane Festival                     | Parade of Lights                          |
| Grape Festival                              | Assorted uses extending Dial-A-Ride hours |
| Leadership Lodi (various days)              | Hutchins Street Square Performances       |
| Storm Drain Detectives                      | Adult Day Care to Micke Grove Park        |
| ZINFEST                                     | Visitor and Conference Bureau Media Day   |
| Assorted City Department and Council Events |   |

**FISCAL IMPACT:** All services provided will be charged at the fully-allocated rate. There should not be any fiscal impact on the Transit fund.

**FUNDING AVAILABLE:** None required. All services will be billed in accordance with the adopted City policy.

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager  
RCP/TMF/drr

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

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING TRANSIT SERVICES OUTSIDE OF REGULAR SERVICE OPERATIONS AND FURTHER AUTHORIZING THE TRANSPORTATION MANAGER TO ADVERTISE TO DETERMINE IF A WILLING AND/OR ABLE PROVIDER EXISTS FOR THESE EVENTS.

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize transit services outside of regular service for the following annual events:

- |   |   |
|---|---|
| Sandhill Crane Festival                   | Parade of Lights                          |
| Grape Festival                            | Assorted uses extending Dial-A-Ride hours |
| Leadership Lodi (various days)            | Hutchins Street Square Performances       |
| Storm Drain Detectives                    | Adult Day Care to Micke Grove Park        |
| ZINFEST                                   | Visitor and Conference Bureau Media Day   |
| Assorted City Department & Council Events |   |

BE IT FURTHER RESOLVED that the Transportation Manager is hereby authorized to advertise to determine if another transit provider exists for these events.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Amending Traffic Resolution 97-148 Establishing Loma Drive between Lockeford Street and Turner Road as a Through Street

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution amending Traffic Resolution 97-148, Section 2B, Through Streets, by establishing Loma Drive, between Lockeford Street and Turner Road, as a through street (Exhibit A).

**BACKGROUND INFORMATION:** Loma Drive is designed as a local street but carries approximately 1,000 vehicles per day with a posted speed limit of 30 miles per hour. Currently, the roadway is striped with a centerline and between Lockeford Street and Turner Road, has the same street widths as other minor collectors. This segment operates similar to other through streets, and based on its characteristics, staff recommends designating Loma Drive, between Lockeford Street and Turner Road, as a through street. This will allow staff to install stop signs on the intersecting cross streets, such as at Lake Street and Colette Street. Currently, two streets intersecting Loma Drive already have stop sign controls.

**FISCAL IMPACT:** None, other than typical maintenance costs for signs and markings.

**FUNDING AVAILABLE:** The installation costs of \$1,428 will be from the Street Fund.

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Paula J. Fernandez, Senior Traffic Engineer  
RCP/PJF/drr  
Attachments  
cc: City Attorney  
Streets and Drainage Manager  
Police Chief  
Lt. Bill Barry  
Interested Parties

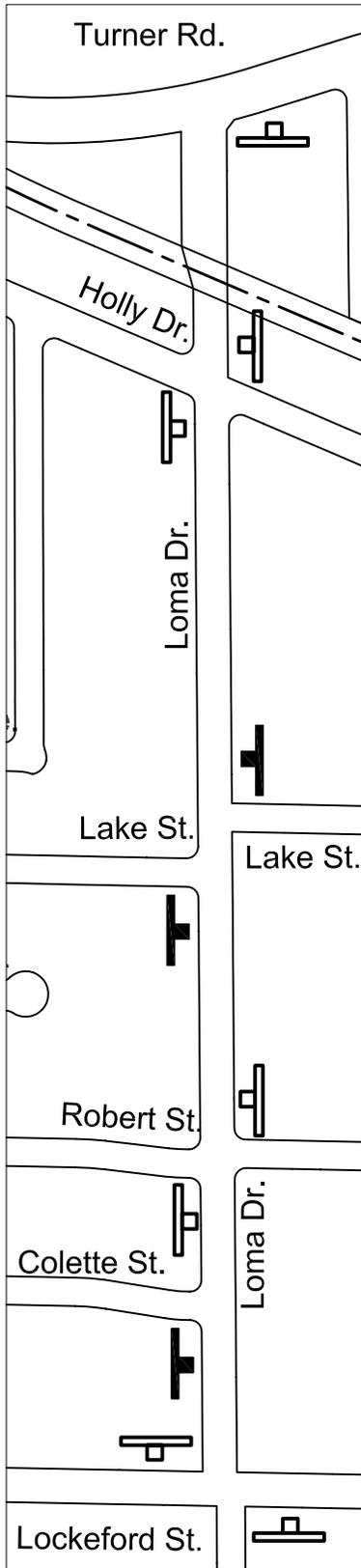
**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## LOMA DRIVE LOCKEFORD TO TURNER PROPOSED THROUGH STREET



### LEGEND

-  - Proposed Stop Sign
-  - Existing Stop Sign



Not to Scale

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ESTABLISHING LOMA DRIVE, BETWEEN LOCKEFORD STREET AND TURNER ROAD, AS A THROUGH STREET AND HEREBY AMENDS TRAFFIC RESOLUTION 97-148, SECTION 2B, THROUGH STREETS

=====

WHEREAS, Loma Drive carries approximately 1,000 vehicles per day with a posted speed limit of 30 miles per hour; and

WHEREAS, currently, the roadway is striped with a centerline, the segment between Lockeford Street and Turner, has the same street widths as other minor collectors and this segment operates similar to a through street; and

WHEREAS, staff recommends designating Loma Drive as a through street which will allow staff to install stop signs on the intersecting cross streets, such as at Lake Street and Colette Street.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby establishes Loma Drive, between Lockeford Street and Turner Road, as a through street and hereby amends Traffic Resolution 97-148, Section 2B, Through Streets.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving the People Assisting Lodi Shelter (PALS) Public Art Project, as Approved by the Lodi Art Advisory Board, and Appropriate \$58,000 from Art in Public Places Fund

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Deanie Bridewell

---

**RECOMMENDED ACTION:** Adopt resolution approving the People Assisting Lodi Shelter (PALS) Public Art Project, as approved by the Lodi Art Advisory Board, and appropriate \$58,000 from Art in Public Places Fund.

**BACKGROUND INFORMATION:** Tony Segale and volunteer members of the PALS organization approached the Art Advisory Board on April 25, 2007, with a proposal for an art piece at its PALS location on Kettleman Lane. It is proposing to build a dog run with funds realized from a fund raiser held on April 28. The art panels it is requesting would be installed above the dog run and the focus would be on improving the existing facility. Tony Segale was approached to do the project. His concept is an eight foot mural consisting of four panels. They would be made from painted aluminum and attached to metal frame work and then to the wall. The design would be in a "50's style." The completion time is estimated to be five months. It was noted that the panels can be disassembled and moved to another location if PALS should be relocated. The panels will be located on the south wall of the Animal Shelter visible from Kettleman Lane.

**FISCAL IMPACT:** From time to time, art projects of this nature are reviewed by the Lodi Art Advisory Board and recommended for approval by City Council. The Art in Public Places Fund has approximately \$500,000 available for projects of this nature.

**FUNDING:** Budget request of \$58,000; appropriate from the Art in Public Places Fund.

---

Kirk Evans, Budget Manager

---

James M. Rodems  
Community Center Director

---

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



**PALS** People Assisting Lodi Shelter

Lodi Art Advisory Board  
Art in Public Places  
125 S. Hutchins St.  
Lodi, CA 95240

Dear Members of Lodi Art Advisory Board:

On behalf of the People Assisting the Lodi Animal Shelter (PALS) I am pleased to submit our request for funding to beautify the south wall of the shelter with a mural or art project. This will bring much needed attention to the neglected City Animal Shelter.

PALS is a non-profit, community-based organization dedicated to saving the lives of Lodi's unwanted companion animals. We provide information and adoption services to the public and work to minimize the pet overpopulation by educating the people of Lodi. This organization is growing and our 100% volunteer group raise funds to purchase necessary equipment, provide veterinary services, food and shelter and adoption services for the city. Last year PALS spent more than \$85,000 to help shelter animals in the City of Lodi.

We are currently organizing a fundraiser to construct a decorative iron fenced-in dog run area parallel to the south wall of the city animal shelter. What better way to accent this endeavor than to have a giant mural or art project to remind passing motorists to help their four legged friends. What better way to tell passing motorists that Lodi is a city that loves its animals!!

We are asking for your help in making this dream a reality for years to come. If you should have any questions, please feel free to contact Nancy Alumbaugh at 334-4189. Also please visit our newly designed website at [www.palslodi.org](http://www.palslodi.org).

Sincerely,

A handwritten signature in cursive script that reads "Kelly Higgs".

Kelly Higgs, PALS President.

Lodi Art Advisory Board  
May 23, 2007

## **PALS Mural Budget**

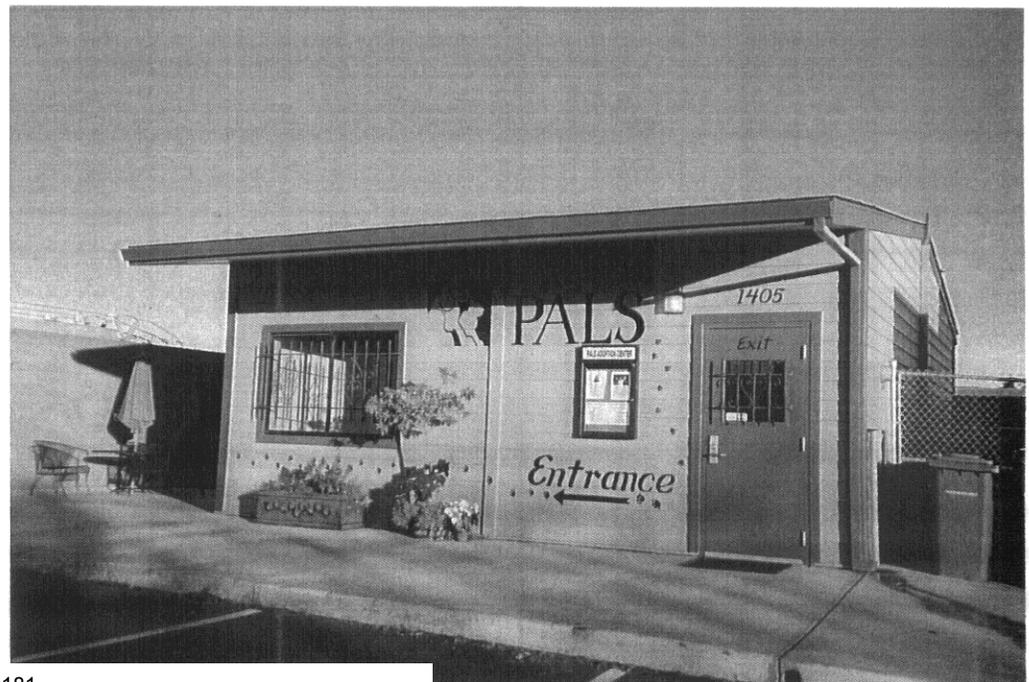
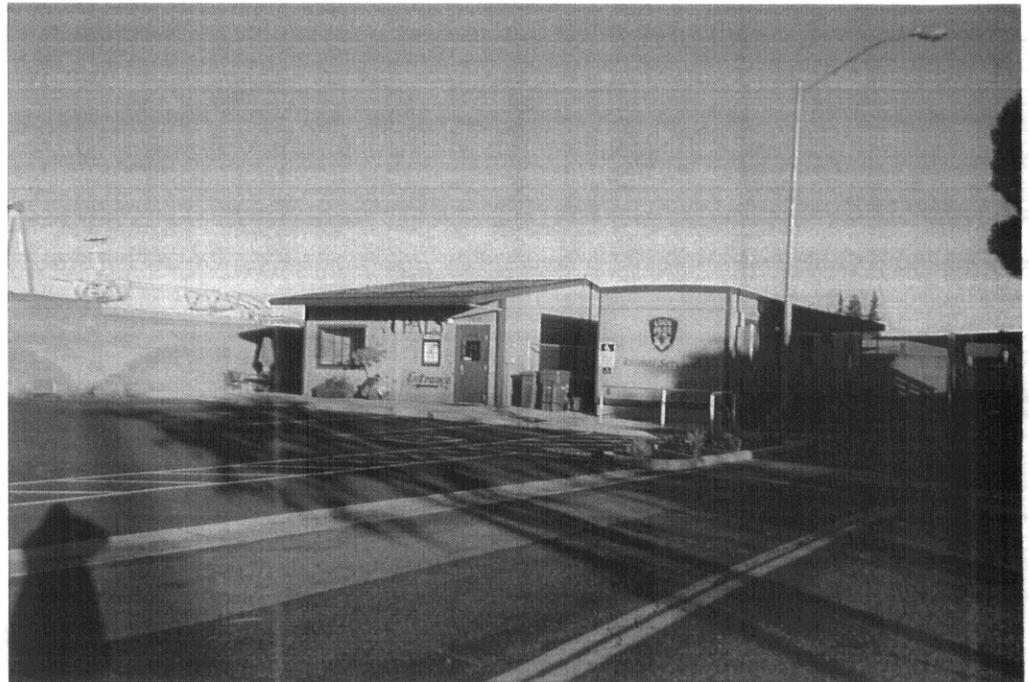
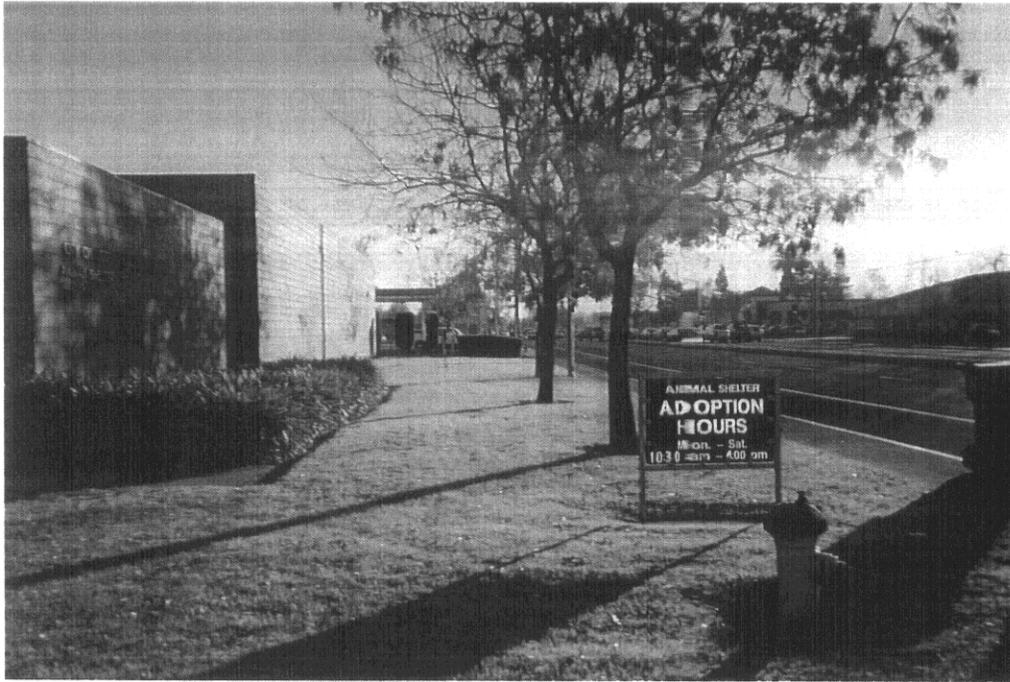
Budget is for an 8' x 100' mural.

The mural will be painted on prepared aluminum panels prefabricated to welded aluminum frame in six sections. Four of the sections will be 20' in length. Two sections will be 10' in overall length with an angled end as depicted in the preliminary concept.

The mural will be fabricated and finish painted indoors and then hung on the south face wall located at about 1345 W, Kettleman Lane.

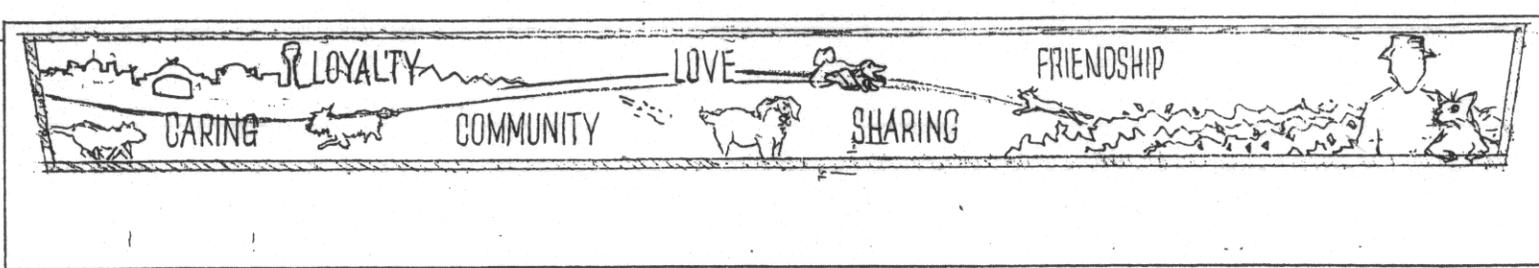
Aluminum Frame		
Fabricated, assembled and finished mural installed	18090.00 plus tax	
4'x8' aluminum panels	2675.00 plus tax	
Design and painting of 800 square foot mural (\$40,000 discounted)	36250.00 plus tax	
	SubTotal	57015.00
	Sales tax	4418.66
	<b>Total cost</b>	<b>61433.66</b>

Project Site



327-0912

100'



T. Seagle © 4/07

PRELIMINARY ESTIMATE =

MONOCHROMATIC / STYLISH 50's-60's THEME, EXAMPLE →



25) 4' x 8' panels

SCALE 1" = 100"

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE PEOPLE ASSISTING LODI SHELTER  
(PALS) PUBLIC ART PROJECT, AS APPROVED BY THE  
LODI ART ADVISORY BOARD, AND FURTHER  
APPROPPRIATE FUNDS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the People Assisting Lodi Shelter (PALS) Public Art Project, as approved by the Lodi Art Advisory Board; and

BE IT FURTHER RESOLVED, that funds in the amount of \$58,000 be appropriated from the Art in Public Places Fund for this project.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving the Execution by the City Manager of a \$245,000 Promissory Note Payable to James E. Dean as Surviving Trustee of the James E. Dean Family Trust with Interest of 6% and Interest Only Payments to be Made on a Quarterly Basis (CM)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Deputy City Manager

---

**RECOMMENDED ACTION:** Adopt Resolution approving the execution by the City Manager of a \$245,000 promissory note payable to James E. Dean as surviving trustee of the James E. Dean Family Trust with interest of 6% and interest only payments to be made on a quarterly basis.

**BACKGROUND INFORMATION:** On May 1, 2002 the City of Lodi issued a promissory note for \$245,000 to James E. Dean and Carol Dean as trustees of the of the James E. Dean Trust, for the purchase of the property at 307 West Elm Street, which is part of land upon which the current Police facilities are located. The note expired as of April 1, 2007 and the payment terms included interest only payments at an annual interest rate of 5%. Investment rates have increased dramatically over the last five years and the Dean's have requested an extension of the note for another five years at an annual interest rate of 6%. The current interest rate the City is earning on its investment pool is approximately 5.3 % and it is anticipated over the course of the next five years that the investment rate will be at or close to the rate requested by the Deans. Based on the current cash flow needs of the City and the anticipated favorable rates that the City will earn on investments, it is prudent to renew the promissory note for another five years at 6%.

Staff recommends that the City Attorney draft a promissory note payable to James E. Dean as surviving trustee of the James E. Dean Family Trust with terms including payment in full of the note on April 1, 2012 and quarterly payments of interest only at 6% annual interest.

**FISCAL IMPACT:** There is an opportunity cost associated with the choice between paying off the note at this time and the anticipated investment earnings from retention and investment of the cash that would be used to pay off the note. Based on continuing favorable investment rates with the Local Agency Investment Fund (LAIF) there is no fiscal impact from this action.

**FUNDING AVAILABLE:** Debt payments are budgeted in the Capital Outlay Fund.

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James R. Krueger, Deputy City Manager

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

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE A \$245,000 PROMISSORY NOTE PAYABLE  
TO JAMES E. DEAN AS SURVIVING TRUSTEE OF THE  
JAMES E. DEAN FAMILY TRUST

=====

WHEREAS, the City of Lodi desires to renew the promissory note that was due and payable as of April 1, 2007 to James Dean as Surviving Trustee of the James E. Dean Family Trust; and

WHEREAS, the terms agreed upon by the City of Lodi and James E. Dean for repayment of the promissory note include an interest rate of 6% with quarterly payments starting on July 1, 2007 and continuing thereon until April 1, 2012.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a \$245,000 promissory note payable to James E. Dean as Surviving Trustee of the James E. Dean Family Trust with terms including interest only quarterly payments at 6% and full repayment on April 1, 2012.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. \_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



**CITY OF LODI**  
**COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Consent to Continued Representation of City of Lodi and Northern California Power Agency – CT1 Project Sale from Lodi to Roseville.

**MEETING DATE:** July 18, 2007 City Council Meeting

**PREPARED BY:** City Attorney's Office

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**RECOMMENDED ACTION:** That the City Council grant their consent to the continued representation of the City of Lodi and Northern California Power Agency by Meyers Nave for the CT1 Project Sale from Lodi to Roseville.

**BACKGROUND INFORMATION:** Meyers Nave is General Counsel to the Northern California Power Agency. They also represent the City of Lodi on a continuing basis in connection with Land Use and Development issues. Lodi is currently attempting to sell its interest in the CT1 Project to Roseville and Meyers Nave will represent NCPA in a position that by definition is opposed to Lodi. Because Meyers Nave's involvement in NCPA is completely unrelated to the other work performed on behalf of the City of Lodi, I see no potential for actual conflict and recommend Council grant me the authority to execute the attached Conflict Waiver.

Approved:

---

Stephen Schwabauer  
 City Attorney

**FISCAL IMPACT:** N/A

**FUNDING AVAILABLE:** N/A

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APPROVED:

---

Blair King, City Manager

June 8, 2007

JUN 13 2007

CITY ATTORNEY'S OFFICE

D. Stephen Steve Schwabauer, City Attorney of Lodi  
Office of the City Attorney  
P.O. Box 3006  
Lodi, CA 95241-1910

**RE: Consent to Continued Representation of City of Lodi and Northern California Power Agency  
– CT1 Project Sale from Lodi to Roseville**

Dear Steve,

As you are aware, we act as the General Counsel to the Northern California Power Agency. In that capacity we have been asked by NCPA to provide advice to it regarding the potential sale or transfer of the interests in the NCPA CT1 Project that is owned by the City of Lodi to the City of Roseville. The City of Lodi, of course, is also a client of our firm, albeit in matters unrelated to the CT1 Project. In advising NCPA regarding this sale, there may be matters which create either actual or potential conflicts of interest between the interests of NCPA and those of Lodi, and the interests and objectives of NCPA and Lodi relating to the CT1 Project sale either are or may become inconsistent with each other. The purpose of this letter is to disclose this relationship and situation to you, and to seek the City's informed, written consent to our continued representation of NCPA with respect to the CT1 Project Sale as well as our continued representation of Lodi in the land use and CEQA matters for which we have been retained.

As attorneys, we are governed by specific rules relating to our representation of clients when present or potential conflicts of interest exist. Rule 3-310(B) of the California Rules of Professional Conduct provides in part:

"A member [attorney] shall not accept or continue representation of a client without providing written disclosure to the client where:

(1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter...."

Rule 3-310(C) of the Rules provides in part:

"A member shall not, without the informed written consent of each client: ...

(3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter."

At the present time, we believe we can competently represent both NCPA and Lodi. The matter in which we currently provide advice to Lodi relates to certain land use, CEQA and development issues, including those where PG&E claims a right to serve electricity in newly developing or newly annexed areas of the City. Lodi's interests in that matter are aligned with those of NCPA which also believes that publicly owned utilities should be able to annex territory and provide electric service to that territory. As you are aware, these matters are mostly complete. We do not represent Lodi in any matter in which the proposed CT1 Project Sale is either directly or indirectly involved.

Lodi remains free, of course, to seek independent counsel with respect to this matter. If you have any questions about this letter, you should discuss them with independent counsel before signing the consent below. If Lodi consents to Meyers Nave continuing to represent it in the land use and CEQA matters, while simultaneously representing NCPA in the CT1 Project matter, please sign where indicated below and return the signed copy of this letter to my attention.

If you have any other questions, please call me at your convenience. We look forward to representing Lodi in the future.

Very truly yours,

MEYERS, NAVE, RIBACK, SILVER & WILSON



Steve Mattas

**CONSENT TO CONTINUED REPRESENTATION:**

On behalf of the City of Lodi, I consent to Meyers Nave continuing to represent the City of Lodi in matters not directly related to the proposed CT1 Project Sale from City of Lodi to the City of Roseville, while simultaneously representing NCPA in the CT1 Project Sale.

---

D. Stephen Schwabauer, City Attorney

cc. Benjamin T. Reyes, Esq.  
Michael F. Dean, Esq.  
Lorri Fien, Conflicts/Calendar Manager

Proposed Amendment to the Northern California Power Agency Joint Powers Agreement  
(Revised April 1, 1973)

**Existing text:**

**Article III Powers and Functions**

**Section 2.**

The manner in which the NCPA, the administering agency, shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a general law city which is a member hereof could be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**Proposed Amendment**

**Article III Powers and Functions**

**Section 2.**

The manner in which the NCPA, the administering agency, shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a general law city which is a member hereof could be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not. Except that NCPA's Commission may adopt, by resolution, rules for the construction of public works projects for the generation and transmission of electric power and energy that allow such works to be contracted to the lowest responsible bidder where the expenditure exceeds two hundred fifty thousand dollars (\$250,000).

#977060v2



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Accept Dedication of Agricultural Easement as Required by Exhibit K to the Development Agreements between the City of Lodi and Frontiers Community Builders, Inc., for the FCB Southwest Gateway Project and the FCB Westside Project

**MEETING DATE:** July 18, 2007 City Council Meeting

**PREPARED BY:** City Attorney's Office

**RECOMMENDED ACTION:** That the City Council accept dedication of Agricultural Easement as required by Exhibit K to the Development Agreement between the City of Lodi and Frontiers Community Builders, Inc., for the FCB Southwest Gateway Project and the FCB Westside Project.

**BACKGROUND INFORMATION:** The Settlement Agreement between the City, Citizens for Open Government and FCB attached to the Development Agreements as Exhibit K requires FCB to secure perpetual agricultural conservation easements on land in San Joaquin County on an acre per acre basis for both the Westside and the Southwest Gateway Annexations. FCB has secured such easements on 160 Acres of land near Linden, California as indicated in the "Grant of Agricultural Mitigation Easement, attached to this Council Communication. Staff finds that the attached easement adequately satisfies the requirements of the Settlement Agreement, and recommends that the City Council accept the Dedication of the Easement and further authorize the City Manager to execute and record the Easement. FCB is required to pay the City of Lodi \$10,000 total to manage the Agricultural Conservation Easements.

**FISCAL IMPACT:** \$10,000 to compensate for Management costs.

---

D. Stephen Schwabauer  
City Attorney

APPROVED:

---

Blair King, City Manager

**OFFICIAL BUSINESS**

Document entitled to free recording  
Government Code Section 6103

City Of Lodi  
P.O. Box 3006  
Lodi, California 95241-1910

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

Documentary Transfer Tax: \$0.00

**GRANT OF AGRICULTURAL MITIGATION EASEMENT**

This Grant of Agricultural Mitigation Easement ("Easement") is made on this \_\_\_ day of July, 2007 by Richard and Denise Nassano (collectively "Grantor"), to the City of Lodi, a municipal corporation ("City"), for the purpose of permanently limiting the use of the real property described herein to agricultural uses and related activities as may be permitted from time to time under the agricultural zoning laws of San Joaquin County, California.

**RECITALS**

A. Grantor is sole owner in fee simple of that certain property zoned for agricultural uses and located in San Joaquin County, California and legally described in Exhibit A attached to and made a part of this Easement, consisting of a total of one hundred sixty (160) acres of land, comprised of one hundred forty eight and 67/100ths (148.67) acres of land ("mitigation acres"), currently identified by San Joaquin County Assessor's Parcel Number 093-120-06, plus eleven and 33/100ths (11.33) acres of land currently a portion of San Joaquin County Assessor's Parcel Number 093-120-09 as shown on the map attached as Exhibit B and made a part of this Easement, together with buildings and other improvements (collectively the "Property") Except for the existing buildings and improvements on the Property (the "Farmstead Area"), the Property is open land that has a soil quality, growing season, and moisture supply needed for sustained agricultural production.

B. This Easement is granted to the City to mitigate for the development of a total of one hundred sixty (160) acres of land to be developed as part of the Southwest Gateway and Westside residential developments located in Lodi, California by Frontier Land Companies, a California corporation doing business as Frontiers Community Builders and its successors and assigns (collectively "FCB"). This mitigation fully complies with the terms of that certain Final Environmental Impact Report ("EIR") entitled Lodi Annexation Environmental Impact Report first made available for public review on April 11, 2006), and which was approved by the City for Southwest Gateway by Resolution No. 2006-209 on the 15<sup>th</sup> day of November, 2006 and approved by the City for Westside by Resolution No. 2007-48 on the 21<sup>st</sup> day of March, 2007; to wit, to mitigate for those impacts set forth in that EIR pertaining to the loss of farmland as a result of the development of the Southwest Gateway

and Westside residential developments in the City equal in size (on a 1 acre to 1 acre ratio) to the mitigation acres. This mitigation is specifically provided to the City in accordance with the terms set forth in that certain AGREEMENT TO AMEND SOUTHWEST GATEWAY DEVELOPMENT AGREEMENT AND REFRAIN FROM CHALLENGING LAND USE PROJECT dated November 15, 2006 executed by the City, FCB, and the Citizens for Open Government, an unincorporated association ("Citizens") which was approved by the City by Ordinance No. 1788 on the 15<sup>th</sup> day of November, 2006, and that certain AGREEMENT TO AMEND WESTSIDE DEVELOPMENT AGREEMENT AND REFRAIN FROM CHALLENGING LAND USE PROJECT dated December 4, 2006 executed by the City, Citizens and FCB and which was approved by the City by Ordinance No. 1794 on the 21<sup>st</sup> day of March, 2007 after making all of the necessary findings, determined that the such an Easement would make a beneficial contribution to the conservation of agricultural land of San Joaquin County for the benefit of the residents of the City. The foregoing development agreements are hereafter collectively referred to as the "Westside/SW Gateway Development Agreements".

C. Grantor grants this Easement for valuable consideration to City for the purpose of assuring that, under City's perpetual stewardship, the agricultural productive capacity, including its prime soils and agricultural character of the Property will be conserved IN PERPETUITY, and that uses of the land that are inconsistent with the purpose set forth herein will be prevented. Grantor further acknowledges that the uses of the Property shall be consistent with the provisions of California Public Resources Code Sections 10260-10264, as amended from time to time.

D. The purpose of this Easement is recognized by, and the grant of this Easement will serve, the following clearly delineated governmental policies:

- (i) Section 815.1 of the California Civil Code, which defines conservation easements;
- (ii) California Constitution Article XIII, section 8, California Revenue and Taxation Code, sections 402.1, 421.5 and 422.5, and California Civil Code section 815.1, under which this Easement is an enforceable restriction, requiring that the Property's tax valuation be consistent with restriction of its use for purposes of food and fiber production and conservation of natural resources;
- (iii) Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands; and
- (iv) The City's General Plan which includes, among other goals, the protection of farmlands from conversion to and encroachment of non-agricultural uses.

E. FCB acknowledges and represents that this Agreement arises out of FCB's independent decision to secure this perpetual easement from Grantor for City in order to settle a threatened CEQA action by Citizens and that it is therefore a voluntary conveyance by Grantor on FCB's behalf, and not a condition of a grant of an entitlement to FCB within the meaning of Civil Code Section 815.3(b).

Now, therefore, for the reasons given, and in consideration of their mutual promises and covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor voluntarily grants and conveys to City, and City voluntarily accepts, a perpetual conservation easement, as defined by section 815.1 of the California Civil Code and California Public Resources Code Section 10211, and

of the nature and character described in this Easement for the purpose described below, and agree as follows:

1. Purpose.

The purpose ("Purpose") of this Easement is to enable the Property to be dedicated for agricultural uses by preventing uses of the Property that will impair or interfere with the Property's agricultural productive capacity, its soils, and its agricultural character, values and utility.

2. Right to Use Property for Agricultural Purposes.

Grantor retains the right to use the Property for agricultural purposes, or to permit others to use the Property for agricultural uses and related activities as may be permitted from time to time under the agricultural zoning laws of San Joaquin County, as set forth in the San Joaquin County, California General Plan and Development Title, as amended from time to time.

3. Prohibited Uses.

Grantor shall not perform, or knowingly allow others to perform, any act on or affecting the Property that is inconsistent with this Easement. Any use or activity that would impair the agricultural productive capacity of the Property is prohibited. This Easement authorizes City to enforce these covenants in the manner described herein. However, unless otherwise specified, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Grantor understands that nothing in this Easement relieves it of any obligation or restriction on the use of the Property imposed by law.

4. Permission of City.

Where Grantor is required to obtain City's permission or approval for a proposed action hereunder, said permission or approval (a) shall be sought and given in writing, and (b) shall be sought, in all applicable cases, by Grantor prior to taking the proposed action. City shall have sixty (60) days after the receipt of the written request from Grantor to grant or deny permission to Grantor. If the City does not deny Grantor's written request within said sixty (60) days, the City shall be deemed to have approved the request. If, in the judgment of City, the proposed use or activity should not be permitted in the form proposed, but could be permitted if modified, then City's response shall propose to Grantor the suggested modification(s) and/or conditions that would permit the use or activity. If Grantor disagrees with the City's decision in any respect, the parties shall mediate their disagreement.

5. Construction or Placement of Permitted Buildings and Other Structures.

Grantor may undertake construction, installation or placement of buildings, structures, or other improvements on the Property only as permitted in paragraphs (a) through (f) below. Grantor shall advise the City in writing prior to undertaking any construction or other improvement on the Property as permitted herein so as to enable City to keep its records current and to confirm compliance with the Easement. All "improvements", as described herein, shall be constructed in accordance with applicable law and regulations of San Joaquin County. All other construction, installation or placement of buildings, structures, or other improvements on the Property is prohibited.

For purposes of this Paragraph 5, the term "improvements" shall not refer to trees, vines, bushes or other plants cultivated for commercial or personal agricultural purposes, nor shall it refer to irrigation improvements necessary or desirable by Grantor to irrigate the Property for agricultural purposes, and City's consent shall not be required in connection with any such activities.

(a) Fences – Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of customary agricultural management and for security of farm produce, crops, livestock, equipment, water resources, residences and all other improvements on the Property.

(b) Agricultural Structures & Improvements – Existing agricultural structures and improvements as shown in Exhibit B may be repaired, enlarged, and replaced at their current locations within the Farmstead Area for agricultural purposes. New buildings and other structures and improvements to be used solely for commercial or personal agricultural production on the Property, including barns, equipment sheds and improvements to be used for agricultural production purposes or sale of farm products predominantly grown or raised by Grantor on the Property (other than any dwelling or agricultural employee housing) may be built on the Property within the Farmstead Area. In addition, construction or installation of agricultural buildings or improvements outside the Farmstead Area may be built with the permission of City pursuant to Paragraph 4 if City determines both of the following apply: (i) the building or improvement shall be used for agricultural production purposes or sale of farm products predominantly grown or raised by Grantor on the Property; and (ii) the building or improvement cannot reasonably be accommodated within the Farmstead Area.

(c) Single-Family Residential Dwellings – The single-family dwelling and related buildings shown in Exhibit B may be repaired, enlarged or replaced at their current location entirely within the Farmstead Area shown in Exhibit B. Moreover, there may be constructed in the farmstead area of each of the remaining parcels after the parcel split(s), no more than one (1) single-family dwelling (which may, if otherwise permissible under applicable local laws, include one (1) attached or detached "second unit" as defined in California Government Code Section 65852.2) and, except as otherwise provided in this Easement, ancillary improvements reasonably related to the use and occupancy thereof. Improvements within any such farmstead area may be repaired, enlarged, replaced, or relocated entirely within such farmstead area. No other residential structures may be constructed or placed on the Property except for agricultural employee housing per Paragraph 5(d).

(d) Agricultural Employee Housing – New agricultural employee housing may be constructed or placed on the Property if permissible within the zoning rules applicable to the Property, if requested in writing by the Grantor only with the permission of City and only if Grantor can demonstrate to City's satisfaction that such agricultural employee housing is reasonable and necessary for agricultural purposes. Any agricultural employee housing must be located entirely within a given farmstead area.

(e) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services solely to and serving the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved, but shall be located, to the greatest extent practicable, within a given farmstead area.

(f) **Recreational Improvements** – Private recreational improvements (e.g. swimming pool, tennis court) for the personal, non-commercial use of the occupants of any single-family dwelling upon the Property and their guests are permitted within any given farmstead area. Helicopter pads, golf courses, recreational vehicle raceways and airplane landing strips are prohibited.

6. **Subdivision of Property Restricted: Lot Line Adjustments.**

The division, subdivision, or partition of the Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited; provided, however, that Grantor and City agree that the Property can only be split into separate legal parcels if done so pursuant to the Property's General Agricultural zoning applicable to the Property as now or hereafter permitted. Grantor agrees that Grantor will not apply for or otherwise seek recognition of any other legal parcels within the Property over and above those set forth in this provision. Lot line adjustments may be permitted solely with the approval of City and subject to applicable land use authority of San Joaquin County, and for purposes of maintaining, enhancing or expanding agricultural practices or productivity on the Property.

7. **Development Rights.**

Except as specifically reserved for or set forth in this Easement, Grantor hereby grants to City all development rights that are now or shall hereafter be allocated to, implied, reserved, appurtenant to, or inherent in the Property, and the parties agree that such rights are released, terminated, and extinguished, and may not be used on or transferred to any portion of the Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property. This Easement shall not create any development rights but shall only permit development as set forth herein.

8. **No Waste.**

No waste, refuse, trash, vehicle parts, rubbish, debris, junk or waste shall be placed, stored, dumped, buried or permitted to remain on the Property, except as reasonably required for the use of the Property as permitted herein, and except in accordance with applicable laws. The storage of agricultural products, agricultural chemicals (including herbicides, pesticides, fungicides, fertilizers, and other materials commonly used in farming operations), agricultural byproducts and agricultural equipment, all of which are used or produced on the Property in accordance with applicable laws are expressly permitted.

9. **Water Rights and Water Sources.**

Grantor shall retain and reserve all ground water, and all appropriative, prescriptive, contractual or other water rights appurtenant to the Property as of the date of this Easement. Grantor shall not permanently transfer, encumber, lease, sell, or otherwise separate water or water rights or water access/use rights from title to the Property itself except as may be part of the parcel splits permitted under Paragraph 6, above. Grantor retains the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the

agricultural management potential of the Property, provided such alteration is consistent with the Purpose of this Easement and is carried out in accordance with applicable laws.

10. Rights Retained by Grantor.

Except as expressly set forth herein, as owner of the Property, Grantor reserves all interests in the Property not transferred, conveyed, restricted or prohibited by this Easement. These ownership rights include, but are not limited to, the right to sell, lease, gift, devise or otherwise transfer the Property to anyone Grantor chooses, the right to divide the larger Property into smaller parcels of land so long as such division is in compliance with the General Agricultural zoning rules and regulations now or hereafter permitted, as well as the right to privacy and the right to exclude any member of the public from trespassing on the Property and any other rights consistent with the purpose of this Easement. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property. Nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

11. Responsibilities Not Affected.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on City, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) **Taxes** – Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If City ever pays any taxes or assessments on the Property, or if City pays levies on Grantor's interest in order to protect City's interest in the Property, Grantor will reimburse City for the same.

(b) **Upkeep and Maintenance** – Grantor shall be solely responsible for the upkeep and maintenance of the Property. City shall have no obligation for the upkeep or maintenance of the Property.

(c) **Liability and Indemnification** – Grantor shall indemnify, protect, defend and holds harmless City, Citizens and FCB, and their officers, directors, members, shareholders, employees, contractors, legal representatives, agents, successors and assigns (collectively, "Agents and Assigns") from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees, arising out of or in any way connected with or relating to the Property or the Easement (but this provision shall not apply in the event of a challenge by a third party to the legality of this Mitigation Easement). Grantor shall be solely liable for injury or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, violation of the law or of this Easement or other matter related to or occurring on or about the Property, regardless of cause, unless due to the gross negligence or intentional misconduct of City.

(d) **No Responsibility by City, Citizens or FCB** - Neither City, Citizens nor FCB, nor any of their Agents and Assigns, shall have any responsibility for the operation of the Property, monitoring the uses of the Property, or the protection of Grantor, the public or any third parties from risks or uses relating to the Property.

**12. City's Monitoring and Enforcement of Easement.**

City shall manage its responsibilities as holder of this Easement so as to uphold the Purpose of this Easement. City's responsibilities include, but are not limited to, annual monitoring visits, record keeping, and enforcement, for the purpose of preserving the Property's agricultural productive capacity in perpetuity. City's annual monitoring visit to the Property shall be during business hours on a given weekday each January following the effective date of this Easement. City shall give Grantor at least one (1) week prior written notice of its visit by no more than two of City's representatives, who shall view the Property solely for the purpose of observing compliance or non-compliance with the terms of this Easement. City's annual report shall describe the condition of the Property, stating whether any violations were observed during the visit, describing any corrective actions to be taken by Grantor and whether any transfers of interest in the Property were made by Grantor during the applicable period. Failure to make such monitoring visits shall not impair the validity of this Easement or limit its enforceability in any way.

City shall indemnify, defend with counsel of Grantor's choice, and hold Grantor harmless from each and every claim, expense, loss, liability and damages, including Grantor's attorneys' fees, arising out of City's entry on the Property, unless caused by a violation of this Easement by Grantor.

City may take all actions that it deems necessary to ensure compliance with the terms, conditions, covenants and purposes of this Easement at any time, including the right to prevent and correct violations of this Easement. Grantor shall indemnify, protect, defend and hold harmless City and its respective officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees, arising out of Grantor's violation of this Easement.

If City believes in good faith that there has been a violation of this Easement, it may at its discretion take appropriate legal action to ensure compliance with the terms, conditions, covenants and purposes of this Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the agricultural productive capacity of the Property, City shall give Grantor written notice of the violation and thirty (30) days to correct it, as a condition precedent to filing any legal action.

If a court with jurisdiction determines that a violation of this Easement has occurred, City may obtain an injunction, specific performance, or any other appropriate equitable or legal remedy, including (i) restoration of the Property to its condition existing prior to such violation; and (ii) an award for all City's expenses incurred in stopping and correcting the violation, including but not limited to its reasonable attorneys' fees. City's remedies under this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**13. Transfer of Easement.**

If City should desire to transfer this Easement, City must first obtain written permission from Grantor, which permission shall not be unreasonably withheld.

If this Easement is ultimately assigned on that basis, it may only be assigned or transferred by City to: (i) a private nonprofit organization that, at the time of transfer, is a "qualified organization" under section 170(h) of the U.S. Internal Revenue Code and meets the requirements of section 815.3(a) of the California Civil Code and has similar purposes to preserve agricultural lands and open space; or (ii) a public agency authorized to hold interests in real property as provided in section 815.3(b) of the California Civil Code. Such an assignment or transfer may proceed only if the organization or agency expressly agrees to assume the responsibility imposed on City by the terms of this Easement and is expressly willing and able to hold this Easement for the purpose for which it was created. All assignment and assumption agreements transferring the Easement shall be duly recorded in San Joaquin County.

If City or its successors ever ceases to exist or no longer qualifies under section 170(h) of the U.S. Internal Revenue Code, or applicable state law, a court of competent jurisdiction, in consultation with Grantor, shall select an appropriate private or public entity to which this Easement shall be transferred.

14. Transfer of Property Interest.

Any time the Property itself, or any interest therein, is to be transferred by Grantor to any third party, Grantor shall notify City in writing at least thirty (30) days prior to the transfer of the Property or interest. Any document of conveyance by Grantor shall expressly incorporate this Easement by reference. Any lease of the Property shall expressly incorporate this Easement by reference. Failure of Grantor to comply with the terms of this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

15. Consideration to Grantor for Easement.

Conditioned upon, and in full satisfaction of, the requirements of the Westside/SW Gateway Development Agreements, including the complete initial approvals of this Easement by both the City and Citizens, then, and on that basis, FCB has agreed to pay Grantor, and Grantor has agreed to receive from FCB, a fair and mutually agreeable price for this Easement to be paid in installments pursuant to the terms of a related agreement executed concurrently herewith by FCB and Grantor.

16. Amendment of Easement; Recordation.

This Easement may be amended only with the written consent of Grantor and the City. Any such amendment shall be consistent with the Purpose of this Easement, and shall comply with all applicable laws, including section 170(h) of the Internal Revenue Code, and any regulations promulgated in accordance with that section, and with section 815 et seq. of the California Civil Code and any regulations promulgated thereunder. No amendment shall diminish or affect the perpetual duration or the purpose of this Easement nor the status or rights of either party under the terms of this Easement. This Easement as well as any amendment to it shall be recorded in San Joaquin County, California.

17. Termination of Easement.

(a) It is the intention of the parties that the purpose of this Easement be carried out forever. Liberal construction is expressly required for purposes of effectuating this Easement in perpetuity and

the parties intend that this Easement shall be perpetual notwithstanding any future economic hardship. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can be terminated or altered, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. Should this Easement be condemned or otherwise terminated on any portion of the Property, the balance of the Property shall remain subject to this Easement. In any such event, all relevant related documents shall be updated and re-recorded by City in San Joaquin County to reflect the modified easement area. City shall be notified at least sixty (60) days prior to initiation of any proceedings to terminate or alter this Easement.

(b) No inaction or silence by City shall be construed as abandonment of the Easement. The fact that the Property is not in agricultural use is not reason for termination of this Easement. Other than pursuant to eminent domain or purchase in lieu of eminent domain, no other voluntary or involuntary sale, exchange, conversion or conveyance of any kind of all or part of the Property, or of any interest in it, shall limit or terminate the provisions of this Easement.

18. Interpretation.

This Easement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its purpose. References to authorities in this Easement shall be to the statute, rule, regulation, ordinance or other legal provision that is in effect at the time this Easement becomes effective. No provision of this Easement shall constitute governmental approval of any improvements, construction or other activities that may be permitted under this Easement.

19. Perpetual Duration; Successors.

This Easement, pursuant to California Civil Code section 815.2, shall run with the land in perpetuity. Every provision of this Easement that applies to any party named herein shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to City, or its successors or assigns. It is the express intent of the parties that this Easement not be extinguished by, or merged into, or modified, or otherwise deemed affected by any other interest or estate in the Property now or hereafter held by City or its successors or assigns.

20. Grantor's Environmental Warranty.

Grantor warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials (as defined below) on the Property and hereby promises to defend and indemnify City, FCB and Citizens against all litigation, claims, administrative actions, costs, demands, penalties and damages, including reasonable attorneys' fees and costs, arising from or connected with any release of Hazardous Materials or violation of any Environmental Laws (as defined below).

Notwithstanding any other provision herein to the contrary, the parties do not intend this Easement be construed such that it creates in or gives City, FCB or Citizens:

(a) the obligations or liability of an "owner" or "operator" or "arranger" as those words are defined and used in Environmental Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC section 9601 et seq. and hereinafter "CERCLA");

(b) the obligations or liability of a person described in CERCLA at 42 USC section 9607 (a)(3) or (4);

(c) the obligations of a responsible person under any applicable Environmental Laws;

(d) the right to investigate and remediate any Hazardous Materials associated with the Property; or

(e) any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive, or radioactive; (b) petroleum products; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the CERCLA (42 USC section 9601 et seq.), the Hazardous Materials Transportation Act (49 USC section 5101, et seq.), the Hazardous Waste Control Law (California Health and Safety Code section 25100 et seq.), the Hazardous Substance Account Act (California Health and Safety Code section 25300 et seq.), Resource Conservation and Recovery Act, as amended (42 USC section 6901 et seq.), the Federal Water Pollution Control Act, as amended (33 USC section 1251 et seq.); the Toxic Substances Control Act, as amended (15 USC section 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (42 USC section 300f et seq.) and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after this date.

The term "Environmental Laws" includes, without limitation, any federal, state or local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to pollution, protection of human health, the environment or Hazardous Materials.

**21. Grantor's Title Warranty: Debt: No Prior Conservation Easements.**

Grantor represents and warrants that Grantor has good fee simple title to the Property, free from any and all liens or encumbrances except as shown on that certain Preliminary Report prepared by First American Title Company of Stockton as of May 30, 2007 at 7:30 a.m. as Order No. 8705-2809528 incorporated herein by this reference, and hereby promises to defend against all claims contrary to this representation that may be made against the Property.

Notwithstanding the foregoing, Grantor may encumber the Property now or in the future with debt in the ordinary course of Grantor's agricultural business operations, including debt associated with the construction of structures and improvements that may built or installed on the Property in accordance with the terms of this Easement.

Grantor represents and warrants that the Property is not subject to any other prior conservation easements.

If Grantor discovers at any time that any outstanding interest in the Property exists that is not disclosed herein, Grantor shall immediately notify City of the discovery, and Grantor shall take all necessary steps to ensure that the interest is made subject to this Easement and that the existence of the interest or the exercise of any rights under it does not interfere with the Purpose of this Easement.

**22. Subsequent Easements.**

Grantor may grant subsequent conservation easements or use restrictions on the Property provided that such easements or use restrictions do not restrict the opportunity for husbandry practices on the Property, or interfere with any of the terms of this Easement as determined by City. "Husbandry practices" means agricultural activities, such as those specified in section 3482.5(e) of the California Civil Code, conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality. City's written approval shall be obtained at least thirty (30) days in advance of executing any proposed subsequent easement or use restriction on the Property, and such subsequent easements or use restrictions shall make reference to this Easement and be subordinate to this Easement. City shall disapprove any proposed subsequent easement or use restriction that appears to restrict husbandry practices, or diminishes or impairs the agricultural productive capacity of the Property.

With City's prior permission, Grantor may grant access and utility easements over the Property to adjacent landowners. City will not withhold consent to any such access and utility easements so long as such easements shall not significantly diminish or impair the agricultural productive capacity of the Property. Any such subsequent easement shall be in writing and shall be duly recorded in San Joaquin County.

**23. Notices.**

Any notices to Grantor and City required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, to the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: Richard and Denise Nassano  
P.O. Box 186  
23400 Milton Road  
Linden, California 95236

With copy to: John J. Patridge,  
Attorney At Law  
7540 Shoreline Drive, Suite F  
Stockton, California 95219  
(Attorney for Grantor)

To City: City Of Lodi  
Attention: City Manager  
P.O. Box 3006  
Lodi, California 95241-1910

24. Severability.

If any term, provision, covenant, condition or restriction of this Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective the remainder of the Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

25. Entire Agreement.

Except for the related Easement Consideration Agreement executed this date by FCB and Grantor, this Easement is the final and complete expression of the agreement between the parties with respect to this subject matter; provided, further, that any and all prior or contemporaneous agreements with respect to this subject matter, written or oral, are merged into and superseded by this written instrument.

26. Exhibits.

All Exhibits attached to this Easement are incorporated in this Easement by this reference.

27. Acceptance.

As attested by the signature of its City Manager affixed hereto, in exchange for valuable consideration, City hereby accepts without reservation the rights and responsibilities conveyed by this Grant of Agricultural Mitigation Easement.

**TO HAVE AND TO HOLD** this Grant of Agricultural Mitigation Easement unto City, its successors and assigns, forever.

In Witness Whereof, Grantor and City, intending to legally bind themselves, have set their hands on the date and year first written above.

**GRANTOR**  
Richard and Denise Nassano

By: Richard Nassano  
Richard Nassano

By: Denise Nassano  
Denise Nassano

**CITY**  
City of Lodi:

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





**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Authorize City Manager to Execute Indemnity Agreement with GREM and Caltrans in Connection with the Lowe's Project on Kettleman Lane.

**MEETING DATE:** July 18, 2007 City Council Meeting

**PREPARED BY:** City Attorney's Office

**RECOMMENDED ACTION:** That the City Council Authorize City Manager to Execute Indemnity Agreement with GREM and Caltrans in connection with the Lowe's Project on Kettleman Lane.

**BACKGROUND INFORMATION:** The Lowe's project required an expansion of the Caltrans right-of-way on Kettleman Lane. Under a new Caltrans policy, parties who dedicate rights-of-way to Caltrans must agree to indemnify Caltrans for any environmental contamination on the soil at the time of the dedication. GREM dedicated the right-of-way to the City early on in the project and Council authorized staff to dedicate the property to Caltrans in Resolution 2004-193 on September 15, 2004. Because the City is making the dedication, the City Attorney's office recommended that the City seek an equal indemnity obligation from GREM prior to agreeing to indemnify Caltrans. GREM has agreed as indicated in the attached Indemnity Agreement. Accordingly, the City Attorneys office recommends that the City Council authorize the City Manager to accept the Indemnity Agreement and execute an agreement agreeing to indemnify Caltrans for environmental liabilities that existed on the site at the time of the dedication.

**FISCAL IMPACT:** None because the City will be entitled to indemnity from GREM if the Caltrans indemnity is ever triggered.

---

D. Stephen Schwabauer  
City Attorney

APPROVED:

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Blair King, City Manager

## INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_ by and among the CITY OF LODI, a municipal corporation, ("Lodi"), GREM (insert appropriate entity and corporate form) ("Developer"), (collectively referred to hereinafter as "the Parties").

### RECITALS

1. As a condition of securing the right to develop a commercial center known as Vintner's Square in Lodi California ("Project"), GREM was required to dedicate rights of way to The California Department of Transportation ("Cal Trans"). The Rights of way are depicted in Exhibit A, B and C attached hereto. ("Property")

2. As an accommodation to Developer, the City acted as a conduit for the dedication by accepting the dedication from Developer and now seeks to dedicate the Property to Cal Trans.

3. Cal Trans required that the City provide indemnity to Cal Trans in connection with the dedication in the form attached hereto as Exhibits D, ("Indemnity Agreement").

4. The City is only willing to provide that indemnity if Developer agrees to indemnify the City if it is ever called upon to perform on the Indemnity Agreement.

NOW THEREFORE, IT IS HEREBY AGREED BY AND AMONG THE PARTIES AS FOLLOWS:

1. **Indemnity.** Developer agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability arising out of or related to hazardous materials that are alleged to exist or actually exist on the Property as of the date the Property was dedicated to the City

2. **Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is a duly authorized representative of that entity with full power and authority to bind the entity to each term and condition hereof.

3. **Further Acts.** Each of the Parties hereto agrees to cooperate and to use best efforts to take all actions necessary to effectuate all of the terms and conditions of this Agreement.

4. **Attorneys' Fees.** In the event that any legal action is necessary to enforce or interpret any provision of this Agreement, the prevailing Party in such action shall recover its costs and reasonable attorneys' fees.

5. **Miscellaneous.**

a. **Successors.** This Agreement shall bind the successors and assigns of each of the Parties hereto.

b. **Parties Represented.** Each Party to this Agreement has been represented and advised by counsel in connection with the negotiation and

CITY OF LODI, a Municipal Corporation

GREM, Developer

---

Blair King  
City Manager



---

Daryl Geweke  
President

Attest:

---

Randi Johl  
City Clerk

Approved as to Form and Content:

---

D. Stephen Schwabauer, City Attorney

RECEIVED

NOV 09 2004

DOC # 2004-246025

10/29/2004 09:50A Fee:NC

Page 1 of 4

Recorded in Official Records

County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk

Paid by SHOWN ON DOCUMENT SHOWN ON



WHEN RECORDED MAIL TAX  
STATEMENT AND RECORDED  
DOCUMENT TO

City Clerk  
City of Lodi

CITY CLERK  
CITY OF LODI  
P. O. BOX 3008  
LODI, CALIFORNIA 95241-1910

PARCEL 12

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

3250

THE GEWEKE FAMILY PARTNERSHIP,

a California Limited Partnership

do hereby GRANT in fee simple absolute to the CITY OF LODI, a municipal corporation of the State of California, all that real property situate in the County of San Joaquin, State of California, described as follows:

SEE EXHIBIT "A"

The Geweke Family Partnership

BY:

Daryl Geweke  
President, Geweke Investment  
General Partner

Dated:

10-1-04

This document MUST be notarized. Please attach proper notarial acknowledgment.

Description approved:

Date:

**Exhibit "A"**  
**Right of Way**

APN 027-420-012

3252

All of Parcel 12 of Parcel Map of Vinter's Square, according to the Official Map thereof filed in Book 22 of Parcel Maps, Page 176, San Joaquin County Records, located in Section 10, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, City of Lodi, San Joaquin County, California.

Containing 0.46 acres, more or less.

This real property description has been prepared at Mark Thomas & Company, Inc., by me or under my direction, in conformance with the Professional Land Surveyors Act.

*Jon Scarpa*

Jon Scarpa

September 13, 2004





DOC # 2005-227608

09/12/2005 01:50P Fee:NC  
Page 1 of 5

Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-County Clerk  
Paid by SHOWN ON DOCUMENT



RECEIVED

WHEN RECORDED MAIL TAX  
STATEMENT AND RECORDED  
DOCUMENT TO

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

APN 027-420-01  
2749 West Kettleman Lane

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

3296

THE GEWEKE FAMILY PARTNERSHIP,

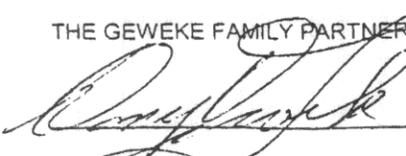
a California Limited Partnership

do hereby GRANT in fee simple absolute to the CITY OF LODI, a municipal corporation of the State of California, all that real property situate in the City of Lodi, County of San Joaquin, State of California, described as follows:

SEE EXHIBIT "A"

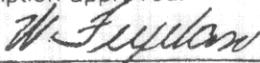
THE GEWEKE FAMILY PARTNERSHIP

Dated: September 1, 2005

  
\_\_\_\_\_  
President Geweke Investment Inc,  
General Partner Geweke Family  
Partnership.

This document MUST be notarized. Please attach proper notarial acknowledgment.

Description approved:



Date:

09-01-05

**Exhibit "A"**  
**Right of Way - State**

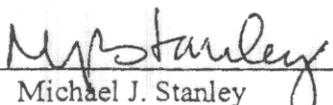
APN 027-420-001

That portion of Parcel 1 of Parcel Map of Vintner's Square, according to the Official Map thereof filed in Book 22 of Parcel Maps, Page 176, San Joaquin County Records, located in Section 10, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, City of Lodi, San Joaquin County, California, described as follows:

**Commencing** at the southwest corner of said Section 10; thence along the south line of said southwest quarter of said Section 10 South 89°21'31" East 402.831 meters (1321.62 feet) to the southerly projection of the west line of Parcel 12 of said Parcel Map of Vintner's Square; thence along said southerly projection, North 00°04'15" West 19.017 meters (62.39 feet) to the general northerly line of said Parcel 12; thence along said general northerly line, North 89°56'43" East 19.516 meters (64.03 feet) to the **Point of Beginning** at the westerly line of said Parcel 1; thence continuing North 89°56'43" East 2.258 meters (7.41 feet); thence South 51°31'34" East 7.649 meters (25.10 feet) to the southerly line of said Parcel 1; thence along said southerly line, the southwesterly line, and said westerly of Parcel 1 the following three (3) courses: 1) North 89°20'59" West 4.905 meters (16.09 feet), 2) North 44°42'08" West 4.748 meters (15.58 feet), 3) North 00°04'13" West 1.326 meters (4.35 feet) to the **Point of Beginning**, containing 19 square meters (205 sq. ft), more or less.

The bearings and distances used in this description are based upon the California Coordinate System of 1983, Zone 3. Divide grid distances by 0.99995 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Co., Inc., by me or under my direction, in conformance with the Professional Land Surveyors Act.

  
Michael J. Stanley

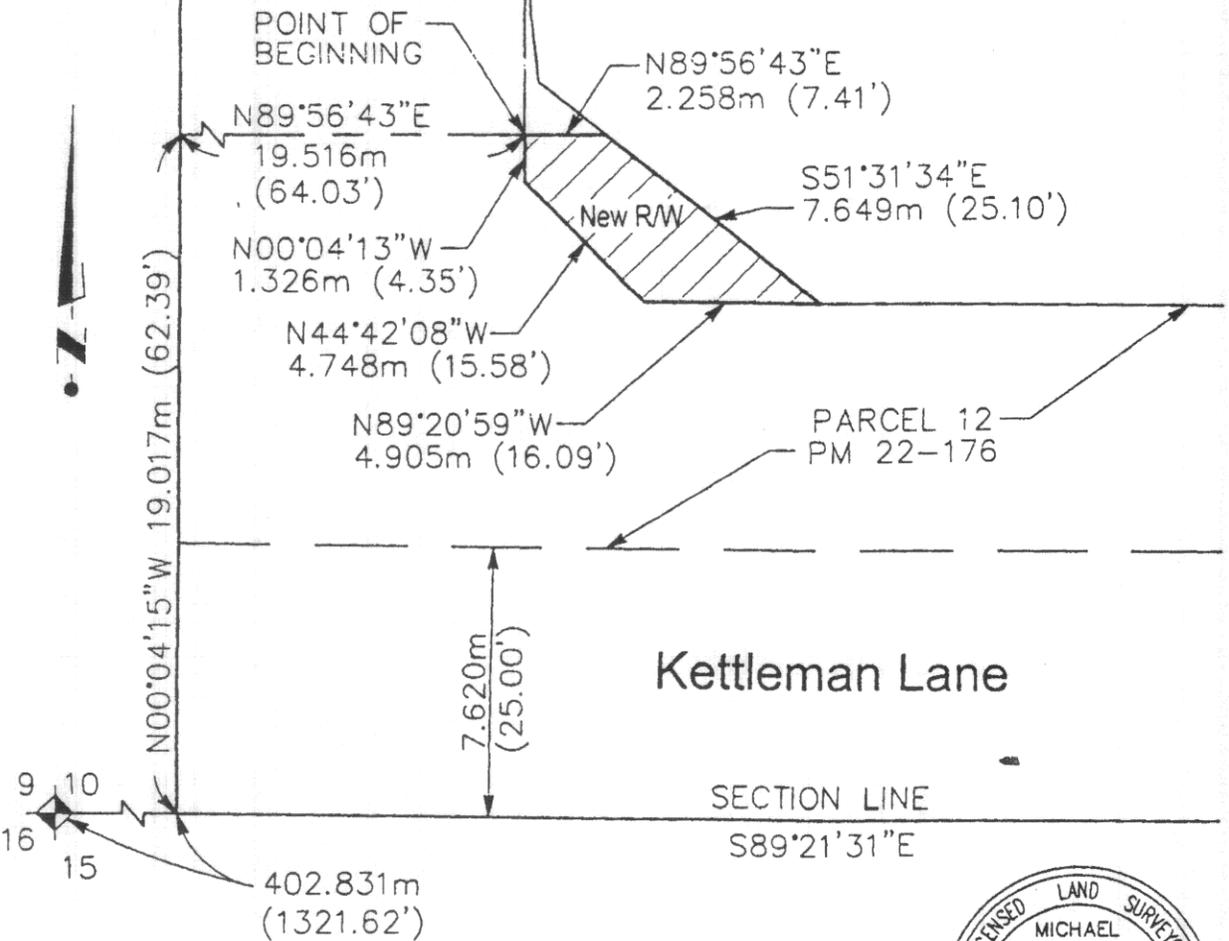


June 24, 2004

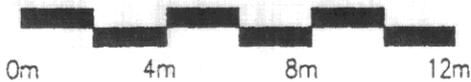
Bearings and distances are on the California Coordinate System of 1983, Zone 3. Divide distances by 0.99995 to get ground distances. Multiply meters by 3937/1200 to get U.S. Survey feet.

SEC. 10  
T. 3 N., R. 6 E., M.D.B. & M.  
City of Lodi  
San Joaquin County, California

PARCEL 1  
PM 22-176  
APN 027-420-001



Areas  
TOTAL PARCEL 0.71± ha (1.76± ac)  
NEW R/W 19± s.m. (205± s.f.)



*Michael Stanley*

DATE: 06/24/2004	<b>EXHIBIT "B"</b> APN 027-420-001 <b>GEWEKE FAMILY PARTNERSHIP</b>	<b>CITY OF LODI</b>
SCALE: 1:20		
027-050-23.DWG		
SHEET 1 OF 1		
213	Prepared by: Mark Thomas & Company, Inc.	

MAR 31 2005

WHEN RECORDED MAIL TAX  
STATEMENT AND RECORDED  
DOCUMENT TO

City Clerk  
City of Lodi

DOC # 2005-066174

03/22/2005 09:13A Fee:NC

Page 1 of 4

Recorded in Official Records  
County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk  
Paid by SHOWN ON DOCUMENT

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



SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 027-050-21  
341 East State Rte 12

GRANT DEED

3280

THE GEWEKE FAMILY PARTNERSHIP,

a California Limited Partnership

do hereby GRANT in fee simple absolute to the CITY OF LODI, a municipal corporation of the State of California, all that real property situate in the County of San Joaquin, State of California, described as follows:

SEE EXHIBIT "A"

The Geweke Family Partnership,  
a California Limited Partnership

BY:

Daryl Geweke  
President, Geweke Investment Inc.  
General Partner

Dated: \_\_\_\_\_

3/17/05

This document MUST be notarized. Please attach proper notarial acknowledgment.

Description approved: \_\_\_\_\_

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

Exhibit "A"

APN 027-050-21

That portion of Lot 11 of the Taylor Tract as shown on Volume 3 of Maps, Page 47, San Joaquin County Records, located in Section 10, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, San Joaquin County, California, described as follows:

3250

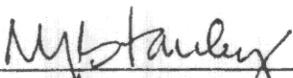
Right of Way

**Commencing** at the southwest corner of said Section 10; thence along the south line of said Section 10, South 89°21'31" East 317.180 meters (1040.61 feet) to the southwest corner of the property described in the property to the Mexican-American Catholic Federation of Lodi, recorded June 15, 1973, in Book 3772, Page 413, Official Records of San Joaquin County; thence along the west line of said property, North 00°04'18" West 7.620 meters (25.00 feet) to the **Point of Beginning** at the northerly right of way line of Kettleman Lane; thence continuing along said west line, North 00°04'18" West 6.989 meters (22.93 feet); thence South 89°20'59" East 75.359 meters (247.24 feet); thence North 45°17'52" East 4.805 meters (15.76 feet); thence North 00°04'14" West 0.920 meters (3.02 feet); thence North 89°56'43" East 6.872 meters (22.55 feet) to the east line of said Mexican-American Catholic Federation of Lodi property; thence along said east line, South 00°04'15" East 11.399 meters (37.40 feet) to said northerly right of way line of Kettleman Lane; thence along said northerly right of way line, North 89°21'31" West 85.651 meters (281.01 feet) to the **Point of Beginning**,

containing 634 square meters (6,824 square feet), more or less.

The bearings and distances used in this description are based upon the California Coordinate System of 1983, Zone 3. Divide grid distances by 0.99995 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me or under my direction, in conformance with the Professional Land Surveyors Act.

  
Michael J. Stanley



June 22, 2004

Bearings and distances are on the California Coordinate System of 1983, Zone 3. Divide distances by 0.99995 to get ground distances. Multiply meters by 3937/1200 to get U.S. Survey feet.

SEC. 10  
T. 3 N., R. 6 E., M.D.B.& M.  
San Joaquin County, California

3230



*M. Stanley*



N00°04'18"W

S00°04'15"E

APN 027-050-21

N89°56'43"E  
6.872m (22.55')

N00°04'14"W  
0.920m (3.02')

N45°17'52"E  
4.805m (15.76')

S89°20'59"E  
75.359m (247.24')

11.399m (37.40')

6.989m (22.93')  
POINT OF BEGINNING

9 10  
16 15  
S89°21'31"E  
317.180m  
(1040.61')

SECTION LINE  
New R/W

**Kettleman Lane**

7.620m  
(25.00')

N89°21'31"W  
85.651m  
(281.01')

Areas  
TOTAL PARCEL 1.73± ha (4.27± ac)  
NEW R/W 634± s.m. (6,824± s.f.)



DATE: 06/23/2004	<b>EXHIBIT "B"</b> <b>APN 027-050-21</b> <b>Mexican-American Catholic Federation of Lodi</b>	<b>CITY OF LODI</b>
SCALE: 1:1000		
027-050-21.DWG		Prepared by:
SHEET 1 OF 1		Mark Thomas & Company, Inc.

**Attachment A  
(CORPORATION)**

The Grantor(s) hereby represents and warrants that during the period of Grantor(s)' ownership of that real property being dedicated to the California Department of Transportation as Parcels 15552-1, 15553-1, 15554-1, 15748-1 & 15749-1, there have been no disposals, releases or **threatened releases** of hazardous substances or hazardous waste on, from or under said real property.

Grantor(s) further represents and warrants that Grantor(s) have no knowledge of any disposal, release or **threatened release** of hazardous substances or hazardous waste on, from or under said real property which may have occurred prior to Grantor(s) taking title to said real property.

Grantor(s) agree that should said real property dedicated to the California Department of Transportation as Parcels 15552-1, 15553-1, 15554-1, 15748-1 & 15749-1, be found to be contaminated by the presence of hazardous substances or hazardous waste (i.e. asbestos, lead, hydrocarbons, volatile and semivolatile organics, pesticides etc.) which requires mitigation under Federal or State Law, the State may elect to recover its clean-up costs from those who caused, contributed or who knowingly failed to report the presence of contamination.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_

[CORPORATE SEAL]

STATE OF CALIFORNIA

County of \_\_\_\_\_

} SS

**PERSONAL ACKNOWLEDGMENT**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_

Name, Title of Officer-E.G., "Jane Doe, Notary Public"

personally appeared \_\_\_\_\_

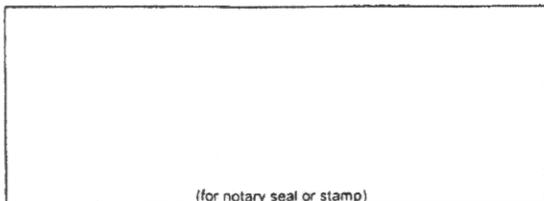
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) \_\_\_\_\_ is/are subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ he/she/they executed the same in \_\_\_\_\_ his/her/their authorized capacity(ies), and that by \_\_\_\_\_ his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public's signature in and for said County and State)



**RECORDING REQUESTED BY:**

**STATE OF CALIFORNIA**

When Recorded Mail to:  
Department of Transportation  
District 10  
P.O. Box 2048  
Stockton, California 95201  
Attn: Right of Ways

Space above this line for Recorder's Use

**GRANT DEED**  
CORPORATION  
(DEDICATION)

Portion of A.P.N. 027-050-021,027-420-001,058-030-008,058-030-010;  
ALL OF A.P.N. 027-420-012

District	County	Route	Post	Number
10	SJ	12	PM 15.1 KP 24.3	15552-1,15553-1, 15554-1, 15748-1,15749-1

CITY OF LODI; A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

GRANTS to the STATE OF CALIFORNIA, all that real property in the Unincorporated area of the County of San Joaquin, State of California, as to Parcel 15552-1; and all that property in the City of Lodi, County of San Joaquin, State of California, as to Parcels 15553-1,15554-1,15748-1 & 15749-1; described as:

**SEE**

**ATTACHED**

**DESCRIPTION**



**Exhibit "A"**

**State Parcel 15748-1** (Portion of APN 058-030-10):

That portion of the North half of the Northwest one-quarter, Section 15, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, San Joaquin County, California, described as follows:

**Commencing** at the northwest corner of said Section 15; thence along the north line of said northwest quarter of said Section 15 South 89°21'31" East 402.831 meters (1321.62 feet) to the southerly projection of the west line of Lot 10 of the Taylor Tract as shown on the map filed in Volume 3 of Maps and Plats, Page 47, San Joaquin County Records; thence along said southerly projection South 00°04'15" East 22.862 meters (75.01 feet) to the **Point of Beginning** at the northeast corner of the property described in the Grant Deed to the City of Lodi, recorded August 12, 2003, in Document Number 2003-181033, Official Records of San Joaquin County; thence along the easterly line of said City of Lodi property South 00°09'02" East 15.241 meters (50.00 feet); thence North 89°21'31" West 6.706 meters (22.00 feet); thence North 00°09'02" West 15.241 meters (50.00 feet) to said southerly line of Kettleman Lane; thence along said southerly line South 89°21'31" East 6.706 meters (22.00 feet) to the **Point of Beginning**, containing 102 square meters (1,098 square feet), more or less.

TOGETHER WITH the underlying fee interest, if any, in and to the adjoining public way.

**State Parcel 15554-1** (Portion of APN 058-030-08):

That portion of the north half of the northwest quarter of Section 15, Township 3 North, Range 6 East, Mount Diablo Meridian, City of Lodi, San Joaquin County, California, described as follows:

**Commencing** at the northwest corner of said Section 15; thence along the north line of said northwest quarter of said Section 15 South 89°21'31" East 402.831 meters (1321.62 feet) to the southerly projection of the west line of Lot 10 of the Taylor Tract as shown on the map filed in Volume 3 of Maps and Plats, Page 47, San Joaquin County Records; thence along said southerly projection South 00°04'15" East 22.862 meters (75.01 feet) to the **Point of Beginning** on the southerly line of the property described in the Grant Deed to the State of California recorded February 16, 1972 in Book 3620, Page 118, Official Records of San Joaquin County; thence along said southerly line South 89°21'31" East 30.788 meters (101.01 feet); thence South 00°09'02" East 2.900 meters (9.51 feet); thence South 45°17'24" West 10.694 meters (35.09 feet); thence South 00°09'02" East 4.732 meters (15.52 feet); thence North 89°21'31" West 23.167 meters (76.01 feet) to the westerly line of the property described in the Grant Deed to Lodi Southwest Associates recorded October 5, 2001 as Document No. 01163354, Official Records of San Joaquin

County; thence along said westerly line North 00°09'02" West 15.241 meters(50.00 feet) to the **Point of Beginning**, containing 404 square meters (4,349±sq. ft), more or less.

TOGETHER WITH the underlying fee interest, if any, in and to the adjoining public way.

**State Parcel 15552-1 (Portion of APN 027-050-21):**

That portion of Lot 11 of the Taylor Tract as shown on Volume 3 of Maps, Page 47, San Joaquin County Records, located in Section 10, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, San Joaquin County, California, described as follows:

**Commencing** at the southwest corner of said Section 10; thence along the south line of said Section 10, South 89°21'31" East 317.180 meters (1040.61 feet) to the southwest corner of the property described in the Grant Deed to the Mexican-American Catholic Federation of Lodi, recorded June 15, 1973, in Book 3772, Page 413, Official Records of San Joaquin County; thence along the west line of said Grant Deed, North 00°04'18" West 7.620 meters (25.00 feet) to the **Point of Beginning** at the northerly right of way line of Kettleman Lane; thence continuing along said west line, North 00°04'18" West 6.989 meters (22.93 feet); thence South 89°20'59" East 75.359 meters (247.24 feet); thence North 45°17'52" East 4.805 meters (15.76 feet); thence North 00°04'14" West 0.920 meters (3.02 feet); thence North 89°56'43" East 6.872 meters (22.55 feet) to the east line of said Grant Deed; thence along said east line, South 00°04'15" East 11.399 meters (37.40 feet) to said northerly right of way line of Kettleman Lane; thence along said northerly right of way line, North 89°21'31" West 85.651 meters (281.01 feet) to the **Point of Beginning**, containing 634 square meters (6,824 square feet), more or less.

TOGETHER WITH the underlying fee interest, if any, in and to the adjoining public way.

**State Parcel 15553-1 (Portion of APN 027-420-01):**

That portion of Parcel 1 of Parcel Map of Vintner's Square, according to the Official Map thereof filed in Book 22 of Parcel Maps, Page 176, San Joaquin County Records, located in Section 10, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, City of Lodi, San Joaquin County, California, described as follows:

**Commencing** at the southwest corner of said Section 10; thence along the south line of said southwest quarter of said Section 10 South 89°21'31" East 402.831 meters (1321.62 feet) to the southerly projection of the west line of Parcel 12 of said Parcel Map of Vintner's Square; thence along said southerly projection, North 00°04'15" West 19.017 meters (62.39 feet) to the general northerly line of said Parcel 12; thence along said general northerly line, North 89°56'43" East 19.516 meters (64.03 feet) to the **Point of Beginning** at the westerly line of said Parcel 1; thence continuing North 89°56'43" East

2.258 meters (7.41 feet); thence South 51°31'34" East 7.649 meters (25.10 feet) to the southerly line of said Parcel 1; thence along said southerly line, the southwesterly line, and said westerly of Parcel 1 the following three (3) courses: 1) North 89°20'59" West 4.905 meters (16.09 feet), 2) North 44°42'08" West 4.748 meters (15.58 feet), 3) North 00°04'13" West 1.326 meters (4.35 feet) to the **Point of Beginning**, containing 19 square meters (205 sq. ft), more or less.

TOGETHER WITH the underlying fee interest, if any, in and to the adjoining public way.

**State Parcel 15749-1 (APN 027-420-12):**

All of Parcel 12 of Parcel Map of Vinter's Square, according to the Official Map thereof filed in Book 22 of Parcel Maps, Page 176, San Joaquin County Records, located in Section 10, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, City of Lodi, San Joaquin County, California, containing 0.46 acres, more or less.

TOGETHER WITH the underlying fee interest, if any, in and to the adjoining public way.

The bearings and distances used in this description are based upon the California Coordinate System of 1983, Zone 3. Divide grid distances by 0.999952 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company., Inc., by me or under my direction, in conformance with the Professional Land Surveyors Act.

  
\_\_\_\_\_  
Jon Scarpa

November 2, 2005



Number
15552-1, 15553-
1, 15554-1, 15748-
1, 15749-1

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
CITY OF LODI, A MUNICIPAL CORPORATION IN THE STATE OF CALIFORNIA

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

(CORPORATE SEAL)

STATE OF CALIFORNIA }  
 County of \_\_\_\_\_

} SS

**PERSONAL ACKNOWLEDGMENT**

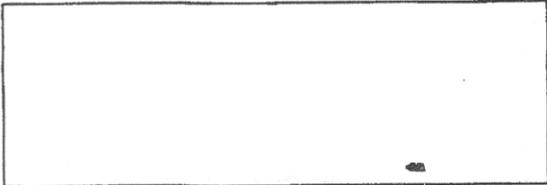
On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
 Name, Title of Officer-E.G., "Jane Doe, Notary Public"

personally appeared \_\_\_\_\_  
 Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) \_\_\_\_\_ is/are subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ he/she/they executed the same in \_\_\_\_\_ his/her/their authorized capacity(ies), and that by \_\_\_\_\_ his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(for notary seal or stamp)

\_\_\_\_\_  
 (Notary Public's signature in and for said County and State)

**THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.**

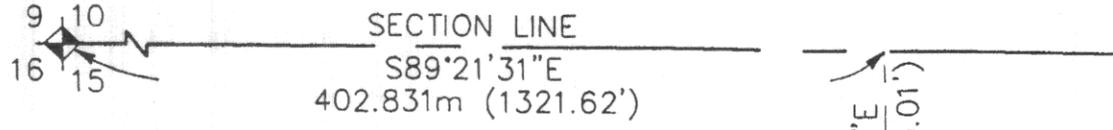
**IN WITNESS WHEREOF, I have hereunto set my hand**  
 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 Director of Transportation

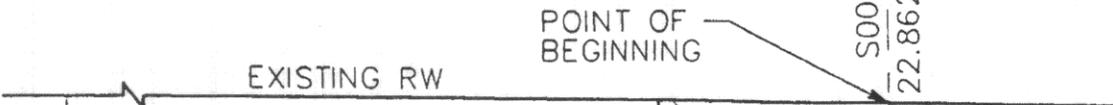
By \_\_\_\_\_  
 Attorney in Fact

Bearings and distances are on the California Coordinate System of 1983, Zone 3. Divide distances by 0.99995 to get ground distances. Multiply meters by 3937/1200 to get U.S. Survey feet.

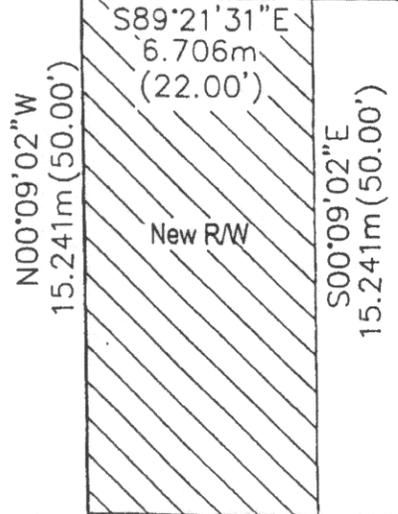
SEC. 15  
T. 3 N., R. 6 E., M.D.B. & M.  
San Joaquin County, California



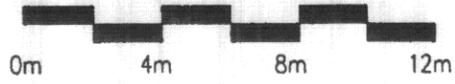
Kettleman Lane



DOC NO. 2003-181033  
APN 058-030-010



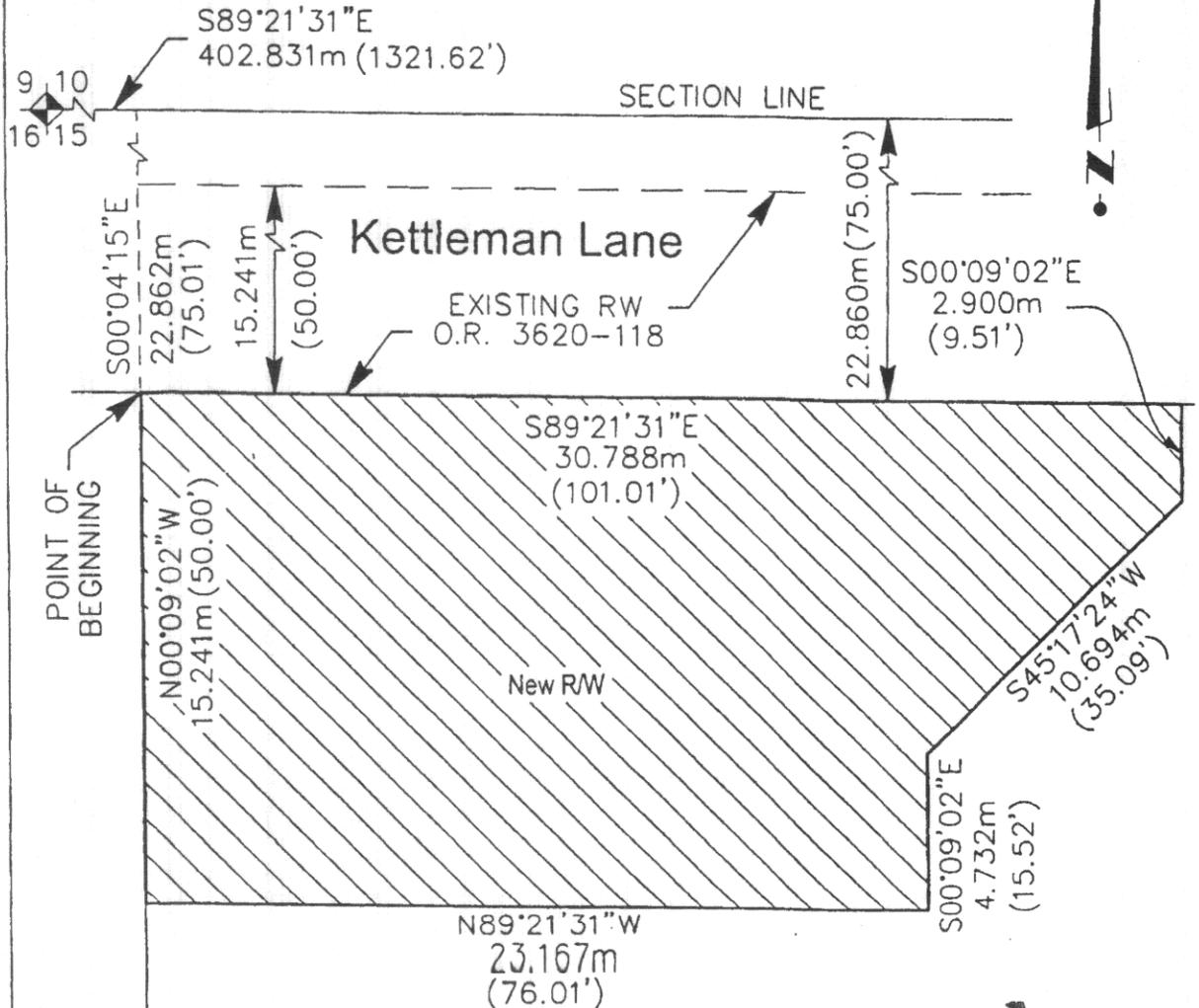
Areas  
TOTAL PARCEL 1.66± ha (4.10± ac)  
NEW R/W 102± s.m. (1098± s.f.)



DATE: 06/24/2004	EXHIBIT "B" APN 058-030-010 City of Lodi Water Well & Substation	CITY OF LODI
SCALE: 1:20		
058-030-10.DWG		Prepared by:
SHEET 1 OF 1		Mark Thomas & Company, Inc.

Bearings and distances are on the California Coordinate System of 1983, Zone 3. Divide distances by 0.99995 to get ground distances. Multiply meters by 3937/1200 to get U.S. Survey feet.

SEC. 15  
T. 3 N., R. 6 E., M.D.B.& M.  
City of Lodi  
San Joaquin County, California



DOC NO. 01163354  
APN 058-030-008

Areas  
TOTAL PARCEL 6.0± ha (14.7± ac)  
NEW R/W 404± s.m. (4,349± s.f.)



DATE: 06/22/2004	<b>EXHIBIT "B"</b> <b>APN 058-030-008</b> <b>Lodi Southwest Associates LP</b>	<b>CITY OF LODI</b>
SCALE: 1:20		
058-030-08.DWG		
SHEET 1 OF 1		
		Prepared by: Mark Thomas & Company, Inc.

Bearings and distances are on the California Coordinate System of 1983, Zone 3. Divide distances by 0.99995 to get ground distances. Multiply meters by 3937/1200 to get U.S. Survey feet.

SEC. 10  
T. 3 N., R. 6 E., M.D.B.& M.  
San Joaquin County, California



N00°04'18"W

APN 027-050-21

S00°04'15"E

11.399m (37.40')

N89°56'43"E  
6.872m (22.55')

N00°04'14"W  
0.920m (3.02')

N45°17'52"E  
4.805m (15.76')

6.989m (22.93')

POINT OF BEGINNING

S89°20'59"E  
75.359m (247.24')

9 10  
16 15  
S89°21'31"E  
317.180m  
(1040.61')

SECTION LINE

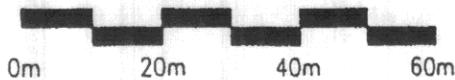
New RW

Kettleman Lane

7.620m  
(25.00')

N89°21'31"W  
85.651m  
(281.01')

Areas  
TOTAL PARCEL 1.73± ha (4.27± ac)  
NEW R/W 634± s.m. (6,824± s.f.)

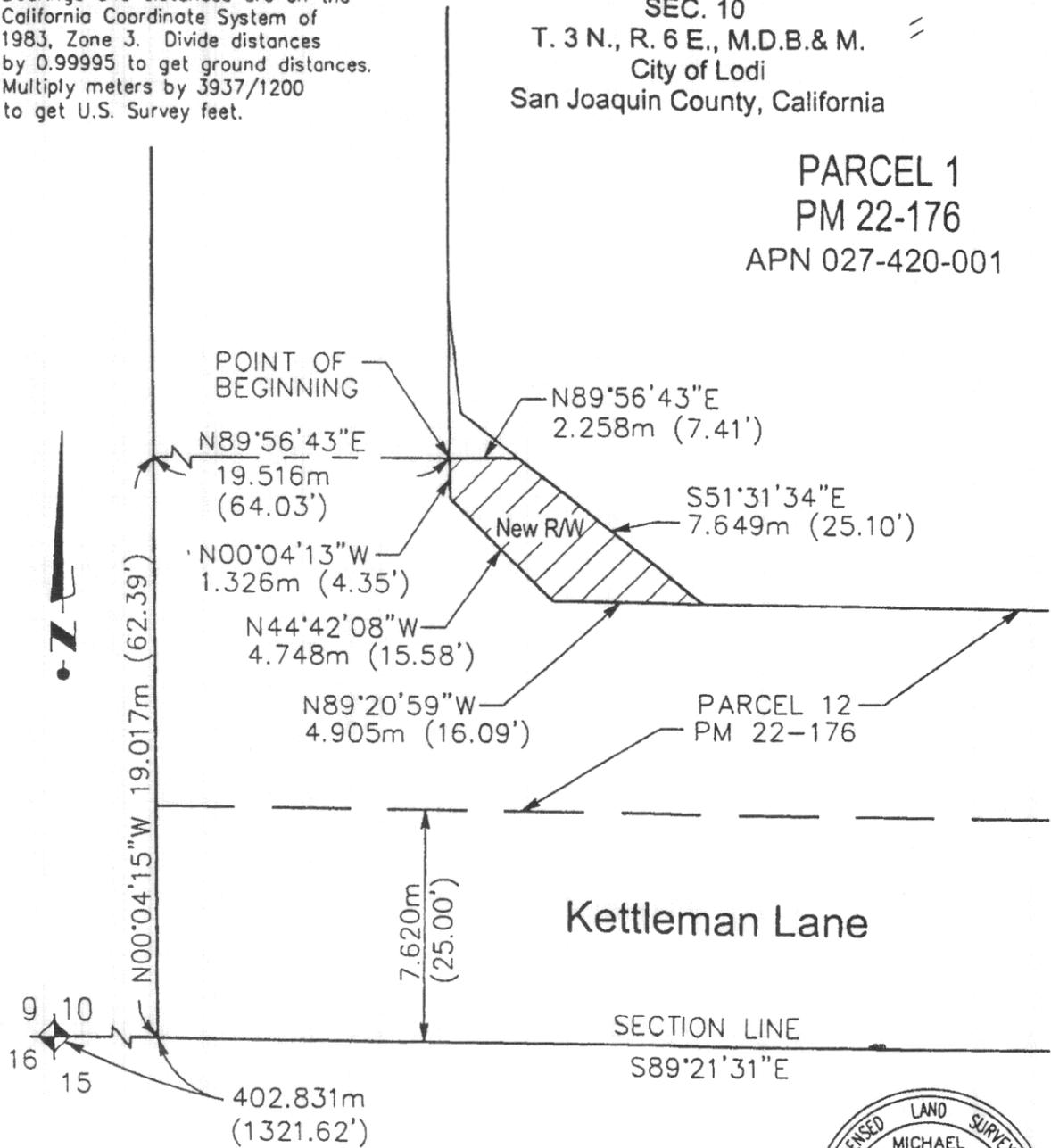


DATE: 06/23/2004	EXHIBIT "B" APN 027-050-21 Mexican-American Catholic Federation of Lodi	CITY OF LODI
SCALE: 1:1000		
027-050-21.DWG		Prepared by: Mark Thomas & Company, Inc.
SHEET 1 OF 1		

Bearings and distances are on the California Coordinate System of 1983, Zone 3. Divide distances by 0.99995 to get ground distances. Multiply meters by 3937/1200 to get U.S. Survey feet.

SEC. 10  
T. 3 N., R. 6 E., M.D.B. & M.  
City of Lodi  
San Joaquin County, California

PARCEL 1  
PM 22-176  
APN 027-420-001



Areas  
TOTAL PARCEL 0.71± ha (1.76± ac)  
NEW R/W 19± s.m. (205± s.f.)



DATE: 06/24/2004	EXHIBIT "B" APN 027-420-001 GEWEKE FAMILY PARTNERSHIP	CITY OF LODI
SCALE: 1:20		
027-050-23.DWG		
SHEET 1 OF 1		
		Prepared by: Mark Thomas & Company, Inc.

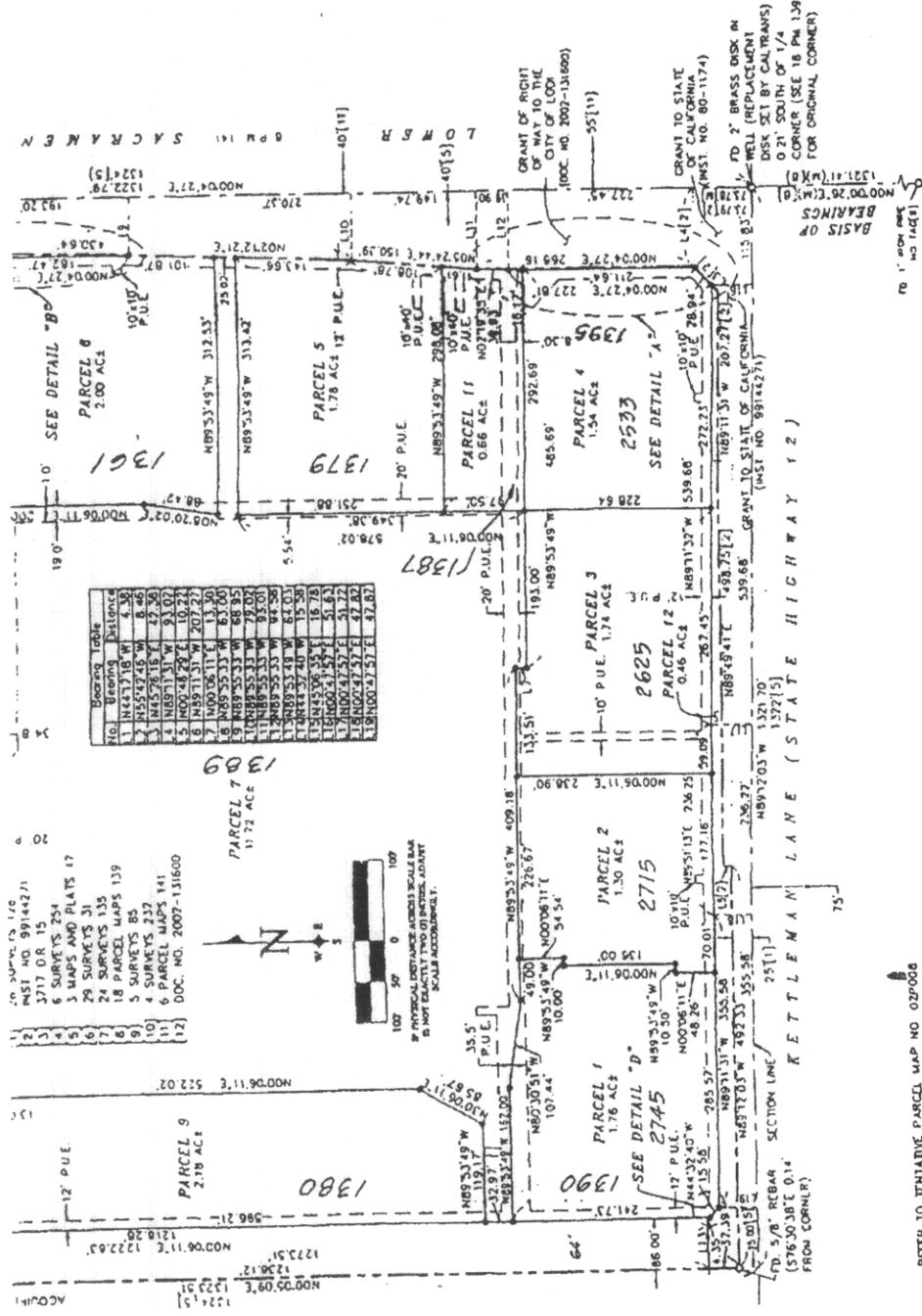


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

# EXHIBIT A

3252



BEARINGS OF  
 BASIS OF  
 0.21' SOUTH OF 1/4  
 CORNER (SEE 18 PM 139  
 FOR ORIGINAL CORNER)



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving City's Internet Website Policy (ISD)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Deputy City Manager

**RECOMMENDED ACTION:** That the City Council consider adopting a resolution approving the City's Internet Website Policy.

**BACKGROUND INFORMATION:** The City has maintained one or more Internet Websites for the past 11 years, including [www.lodi.gov](http://www.lodi.gov), [www.hutchinsstreetsquare.com](http://www.hutchinsstreetsquare.com), and [www.lodielectric.com](http://www.lodielectric.com). All of these sites are "owned" by the City of Lodi, which is ultimately responsible for their content. The central purpose of these Websites is to "advance the public's health, safety and welfare by providing information for and interacting with Lodi residents, businesses, and visitors."

The City's Websites have become popular venues for obtaining documents, downloading official forms, viewing the City Council meeting Webcasts, previewing meeting agendas and minutes, accessing resources such as Mapguide and public documents, viewing current job openings, accessing the Municipal Code, and obtaining election information. The sites have also become valuable marketing tools in the City's efforts to promote tourism and economic development.

The City's homepage receives an average of 2,000 unique visits per day.

Lodi's Electric Utility and Community Center (Hutchins Street Square) also maintain individual Websites. The public may browse current events, purchase performance tickets, get electric rate information, and report a problem with a street light, among other things, at these sites.

Over the years the City has not had an official Website policy in place, but has instead made decisions concerning its Internet properties on an ad hoc basis. Staff believes the City needs to formalize and post the policies governing its Websites. The proposed policy document includes Disclosure, Privacy, External Link, and Calendar policies in addition to a "legal notice." It is the intent of staff to post the City's Internet Website policies on the various City Websites, once approved by Council.

The City regularly receives requests from third parties to include hyperlinks to external Websites. In the past the City has largely declined such requests on the premise that the City cannot control the content these sites. In addition, should it begin the practice, the City might not be able to refuse links it deems inappropriate. Featuring an external link may also imply approval, endorsement or sponsorship of that site, which would be unintentional but unavoidable. Managing these links would also contribute to the ongoing burden of site maintenance.

Accordingly, staff is recommending that the City adopt a no-link policy affecting all commercial and non-profit sites, with the exception of those that provide software to make the Website more accessible and

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

functional for visitors. Links to governmental sites and city-funded entities that provide services on the city's behalf, such as the Lodi Conference and Visitors Bureau, would be permitted.

California cities have myriad Website policies. Some cities limit links to other government agencies, entities with which they have contractual arrangements and commercial entities such as Adobe that have software to enhance visitors' ability to use their Websites. Others provide links through paid sponsorships, and some cities have less-restrictive policies that allow links to private utilities, museums and nonprofits.

As alternatives, the City Council may choose to eliminate all external links or specify what additional links would be allowed under the Website policy.

There is no known cost or financial impact of this decision.

**FISCAL IMPACT:** None.

**FUNDING:** N/A

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Respectfully Submitted,

---

James R. Krueger  
Deputy City Manager

Prepared by:  
Steve Mann, Information Systems Manager  
Jeff Hood, Communications Specialist

JK/SM/JH

RESOLUTION NO. 2007-\_\_\_\_

A RESOLUTION OF THE LODI CITY  
COUNCIL APPROVING CITY OF LODI  
INTERNET WEBSITE POLICY

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the City of Lodi Internet Website Policy, as shown on Exhibit A attached hereto.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_

## City of Lodi Internet Website Policies

### Contents

- [Disclosure Policy](#)
- [Privacy Policy](#)
- [External Link Policy](#)
- [City Calendar](#)
- [Legal Notice](#)

### Purpose

The purpose of the City of Lodi's Website is to advance the public's health, safety and welfare by providing information for and interacting with Lodi residents, businesses, and visitors. This policy is applicable to the City Website which is defined as any internet or intranet web page which represents itself as the City or any of its departments.

### Disclosure Policy

The following Disclosure Policy explains the City of Lodi's (City) policy regarding any information that may be acquired when visiting the City's official website [www.Lodi.gov](http://www.Lodi.gov), [www.ci.loDi.ca.us](http://www.ci.loDi.ca.us), [www.hutchinsstreetsquare.com](http://www.hutchinsstreetsquare.com), and [www.lodielectric.com](http://www.lodielectric.com) (each domain, alone and collectively, is considered the City website, which may expand or change from time to time). By using the City website, you agree, without limitation or qualification, to be bound by this Disclosure Policy or any other privacy or data collection policy applicable to any individual City website. This disclosure makes no warranties or representations for any websites that are not one of the aforementioned domains.

- 1) The City's web servers are maintained to provide public access to City information via the Internet. The City's web services and the content of its web servers and databases are updated on a continual basis. While the City attempts to keep its web information accurate and timely, the City neither warrants nor makes representations or endorsements as to the quality, content, accuracy, or completeness of the information, text, graphics, hyperlinks, and other items contained on this server or any other server. Site materials have been compiled from a variety of sources, and are subject to change without notice from the City as a result of updates and corrections. To the extent permitted by law, commercial use of web materials is prohibited without the written permission of the City.
- 2) The City does not warrant that the functions contained in the materials will be uninterrupted or error-free, or that defects will be promptly corrected.
- 3) All service marks and trademarks mentioned herein are the property of their respective owners. The City retains copyright on all text, graphic images, and other content. This means that you may not do the following, unless you have

written permission from the City:

- a) modify and/or re-use text, images or other web content from a City server,
  - b) distribute the City's web content, and
  - c) "mirror" the City's information on a non-City server.
- 4) Some of the hyperlinks on this and subsequent pages may lead to resources outside the City. The presence of these hyperlinks should not be construed as an endorsement by the City of these sites or their content. The City is not responsible for the content or the privacy policies of any such external hyperlink.
  - 5) Communications made through e-mail and messaging systems shall in no way be deemed to constitute legal notice to the City or any of its agencies, officers, employees, agents, or representatives, with respect to any existing or potential claim or cause of action against the City or any of its agencies, officers, employees, agents, or representatives, where notice to the City is required by any federal, state or local laws, rules, or regulations.
  - 6) The City of Lodi is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations, including equal access to communications, will be provided upon request. Requests for reasonable accommodations, with regard to equal access to communications, should be directed to the City of Lodi Information Systems Help Desk at (209) 333-5560, between 8 a.m. and 12 noon, and 1 p.m. and 5 p.m. Monday through Friday.
  - 7) The City is neither responsible nor liable for any viruses or other contamination of your system, nor for any delays, inaccuracies, errors or omissions arising out of your use of the site or with respect to the material contained on the site, including without limitation, any material posted on the site. This site and all materials contained on it are distributed and transmitted "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The City is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the site and/or the materials contained on the site whether the materials contained on the site are provided by the City, or a third party.
  - 8) The City website employs industry-standard methods to monitor network traffic to identify unauthorized attempts to upload or change information or otherwise cause damage. The City uses reasonable precautions to keep the personal information disclosed to the City secure.
  - 9) The City website is coordinated and maintained by the Administrative Services Department of the City. Web content is produced by each department and division within the City. The Information Systems Division of the Administrative Services Department may be contacted by mail at PO Box 3006, Lodi, California 95241-1910, by telephone at (209) 333-5560, or by e-mail at [WebHelp@Lodi.gov](mailto:WebHelp@Lodi.gov).

## Privacy Policy

The following Privacy Policy explains the City of Lodi's (City) policy regarding any information you may supply to us when visiting the City's official website [www.Lodi.gov](http://www.Lodi.gov), [www.ci.lodi.ca.us](http://www.ci.lodi.ca.us), [www.hutchinsstreetsquare.com](http://www.hutchinsstreetsquare.com), and [www.lodielectric.com](http://www.lodielectric.com) (each domain, alone and collectively, is considered the City website, which may expand or change from time to time). By using the City site, you agree, without limitation or qualification, to be bound by this Privacy Policy or any other disclosure or data collection policy applicable to any individual City website. This disclosure makes no warranties or representations for any websites that are not one of the aforementioned domains.

- 1) On certain occasions, the public has opportunities to share personal information online with the City in order to facilitate better correspondence and service. This information includes but is not limited to e-mail addresses, responses to surveys, registering for services and new services to be created. The City of Lodi will not sell any information provided through this website. Nevertheless, information received by the City online is a public record [except Lodi Public Library patron registration and circulation records are exempt (Sec. 6254 & 6267)] and may be subject to disclosure under the provisions of the California Public Records Act (Gov't. Code § 6250 et seq.). Credit card information will not be disclosed.
- 2) The City only requires the personal information necessary in order to provide effective service. At times you may be offered an opportunity to provide the City with additional information on a voluntary basis, this additional information enables the City to provide you with improved service.
- 3) Using e-mail addresses provided at registration or otherwise, users are giving the City permission to periodically send out e-mail newsletters and promotional email to our users about website updates, and product and service information offered by the City. Lodi Public Library registered borrowers will receive library information and newsletters electronically only if they give written permission at the time of registration or on a subsequent visit to the library.
- 4) Users may indicate that they do not wish to receive e-mail information from the City. Upon request, the City will remove users, and their information, from the City database or permit them to elect not to receive any further e-mail newsletters or contact.
- 5) The City encourages parents to go on-line with their children. One of the City services on-line is to provide educational information about Lodi; therefore, children are not restricted from visiting the City site. The City urges children to get permission from their parents or guardians before giving any information online.
- 6) The City website employs industry-standard methods to monitor network traffic to identify unauthorized attempts to upload or change information or otherwise cause damage. The City uses reasonable precautions to keep the personal information disclosed to the City secure.

- 7) The City makes reasonable efforts to protect the personal information shared with us. For example, if you make an online purchase with the City, your credit card number and personal information is encrypted to protect this information while it is being transmitted. The City limits access to your personal information to only those employees who need it to perform the service requested.
- 8) The City website is coordinated and maintained by the Administrative Services Department of the City. Site content is produced by each department and division within the City. The Information Systems Division of the Administrative Services Department may be contacted by mail at P.O. Box 3006, Lodi, California 95241-1910, by telephone at (209) 333-5560, or by e-mail at [WebHelp@Lodi.gov](mailto:WebHelp@Lodi.gov).

## **External Link Policy**

The City of Lodi does not permit the establishment of links to external sites belonging to commercial or non-profit organizations, with the exception of those sites that provide tools to make the city Website more accessible. Links to other governmental agencies and city-funded entities that provide services on the city's behalf are permitted. The Lodi Public Library may carry external links as approved by the Library Services Director.

## **City Calendar**

The City Calendar is a service offered to website visitors as part of the main City website. The purpose of the City Calendar is to provide a central location for website visitors to easily find information, dates and times of City meetings, Holidays, City Sponsored or Co-Sponsored Festivals and Events, Parks & Recreation Department Activities and Library Department Programs and Events.

The City Calendar is designed to be a service to website visitors. The City Calendar is not a public forum or community calendar. The calendar is specifically for the use of City Staff to post events that are in direct support of staff's respective department's mission statement. Calendar items are considered website content and thus subject to approval of the Information Systems Manager, or his designee, with dispute resolution resting with the City Manager.

From time to time, categories may be added or deleted as City Staff finds and identifies new Calendar item categories or finds that existing categories are obsolete. To the best of the ability of City Staff, calendar items are correct and timely. However, the City Calendar is not intended to serve as official notice of meetings or events. Users should confirm information regarding events with the posting department.

## **Legal Notice**

**Exclusive Use:** The City of Lodi website and web servers are maintained for the exclusive use of the City to communicate matters of general public interest using the Internet. While the City attempts to keep its website accurate and timely, the City neither warrants nor makes representations or endorsements as to the accuracy,

quality, content or completeness of the content on the website. Web content is subject to change without notice from the City as a result of updates and corrections.

No person or entity may do any of the following without written permission from the City Manager of the City of Lodi:

- (a) modify and/or reuse text, images or other web content from the City's website
- (b) distribute the City's web content
- (c) "mirror" the City's information on a non-City server

**Accessibility:** The City of Lodi is committed to upholding the Americans with Disabilities Act (ADA). Reasonable accommodations regarding equal access to information will be provided upon request to the City of Lodi Administrative Services at (209) 333-6700, Monday through Friday from 8 am to 5 pm. Although the City's website content meets certain accessibility standards, the City cannot claim that its website fully meets either ADA or Section 508 accessibility standards.

**Hyperlinks (Links):** Some of the links made available to you through the City of Lodi's website will allow you to leave the City's site. Please be aware that the Internet sites available through these links, and the materials that you may find at those sites are not provided by, endorsed by or are under the control of the City. Therefore, the City cannot and does not make any representation to you about these sites or the materials available on the sites. The fact that you may be able to access these additional sites from the City's website is not an endorsement or recommendation to you by the City of any of these sites or any material found there. The City is providing these links only as a convenience to you, and your access to these additional sites is done at your own risk.

**Commercial Use:** To the extent permitted by the Public Records Act and otherwise legally permissible, commercial use of the City of Lodi materials, content and information is explicitly prohibited without the written permission of the City. All branding and trademarks mentioned herein are the property of their respective owners.

**Copyright:** The City retains copyright and trademark on all text, graphic images, and other content, unless otherwise noted. The City Seal is a trademark of the City of Lodi. The City of Lodi retains all intellectual property rights including copyrights on all text, graphic images and other content. This means that the following acts or activities are prohibited without prior written permission from the City of Lodi:

- (a) modify and/or re-use text, images or other web content from a City server
- (b) distribute the City's web content
- (c) "mirror" the City's information on a non-City server

**Legal Notice/Public Comment:** Communications made using electronic mail (e-mail), including mail to: links, and messaging systems shall in no way be deemed to constitute public comment or legal notice to the City of Lodi or any of its agencies, officers, employees, agents, or representatives, with respect to any existing or potential claim or cause of action regarding the City or any of its agencies, officers, employees, agents or representatives, where notice to the City is required by any federal, state or local laws, rules, or regulations.

**Warranties:** The City of Lodi website and all materials contained therein are distributed and transmitted "as is" without warranties of any kind, either express or

implied, including without limitation, warranties of title or implied warranties of fitness for a particular purpose. The City is neither responsible nor liable for any viruses or contaminations of a web visitor's hardware, software, peripherals, or properties nor for any delays, inaccuracies, errors, or omissions resulting from use of or with respect to the material contained on its website, including without limitation but not limited to, any material posted on or linked to or from the City of Lodi website. The City is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use the site and/or the materials contained on the site whether the materials contained on the site are provided by the City of Lodi, or a third party.

*Reviewed and updated July 12, 2007*



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Set a Public Hearing for August 1, 2007 to consider the Planning Commission's recommendation for the 2006 Growth Management Allocations for Brett & Kathy Haring and Taj Khan.

**MEETING DATE:** July 18, 2007

**PREPARED BY:** David Morimoto, Senior Planner

**RECOMMENDED ACTION:** Set a Public Hearing for August 1, 2007 to consider the Planning Commission's recommendation for the 2006 Growth Management Allocations for Brett & Kathy Haring and Taj Khan.

**BACKGROUND INFORMATION:** Every year, as part of the City's Growth Management program, the Planning Commission reviews the requests that have been submitted to the City. Following a public hearing, the Commission makes a recommendation for City Council consideration. This public hearing is being held for the Council to award the 2006 allocations.

On June 27<sup>th</sup> the Planning Commission held a public hearing regarding the 2006 Residential Growth Management Development Plan review and Allocations. At this hearing the Planning Commission reviewed two Development Plans totaling 26 dwelling units. Of the requested 26 dwelling units, both were medium density projects (7.1 to 20 units per acre). The 2 projects seeking residential growth management allocations are as follows:

- GM-06-02 Brett and Kathy Haring, located at 1911 South Church Street, on the west side of S. Church Street, one block north of Century Boulevard, 7 Medium Density Allocations; and
- GM-06-03 Taj Khan, 865 East Olive Avenue (County address), on the east side of Lower Sacramento Road, one block south of Kettleman Lane, 19 Medium Density Allocations.

The Planning Commission originally received seven separate residential growth management applications for 2006. Five of those applications were outside of the City limits and would have required annexation to the City prior to receiving allocations. One of those applications (Khan) has subsequently annexed to the City as part of the S.W. Gateway annexation. The remaining four applications remain outside of the City limits. These four applicants have agreed to postpone further processing of their application until the City completes the update of the General Plan, which is currently underway. This temporary delay will allow the City to identify the most reasonable land use for the project areas and develop an infrastructure plan for these undeveloped areas. Once completed, the General Plan update will make the processing of these four additional applications easier and require less environmental and engineering work on the part of the individual applicants. In addition to the Khan and Haring applications,

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

there was an additional application from F&M Bank that was within the City limits. This application is undergoing environmental review and will be reviewed by the Planning Commission later this year.

Finally, there are two projects that were granted allocations for 2006 by the City Council through the use of Development Agreements that granted allocations over a period of years based on a development plan and a specific development schedule. A third project, the Westside development was granted multi-year allocations through a Development Agreement, but those allocations do not begin until 2007.

The Haring project application was originally submitted as a 6-unit residential project but was resubmitted as a 7-unit residential project. The units are two story town house condominiums located on a one-third acre vacant parcel. The parcel is in an area that is fully developed with similar residential uses and is an in-fill project.

The Khan project is designed as a 19-unit residential development, with individual houses on small individual lots. The lots will average about 2,200 square feet in size. The lots will be located on private streets that will connect to Lower Sacramento Road by way of a private street that will be shared jointly with a number of adjoining properties. The parcel is located in a small rural residential development that was developed many years ago when this area was more than a mile outside of the City. Since then, the City has grown around the project area and includes an adjacent shopping center.

**FISCAL IMPACT:** None

**FUNDING AVAILABLE:** N/A

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Randy Hatch  
Community Development Director

RH/dm/kjc

**Comments by the public on non-agenda items**

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

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

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

**Comments by the City Council Members on non-agenda items**



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Conduct a Public Hearing to consider the introduction of an ordinance amending Lodi Municipal Code Title 9, Public Peace, Morals and Welfare, repealing Chapter 9.18 – “Selling on Streets and Sidewalks”, in its entirety and reenacting Chapter 9.18 as “Vending on Streets, Sidewalks and Private Property” to create comprehensive regulations for mobile food vendors and itinerant merchants.

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Community Improvement Manager

**RECOMMENDED ACTION:** Conduct a Public Hearing and Introduce an ordinance amending Lodi Municipal Code Title 9, Public Peace, Morals and Welfare, by repealing Chapter 9.18 – “Selling on Streets and Sidewalks”, in its entirety and reenacting Chapter 9.18 as “Vending on Streets, Sidewalks and Private Property” to create comprehensive regulations for mobile food vendors and itinerant merchants.

**BACKGROUND INFORMATION:** Over the past several years the Community Development Department has received many complaints regarding both mobile food vendors and itinerant merchants that work from either the public right-of-way or from private property. Investigation of these complaints has resulted in the discovery of conditions or activities related to the mobile food vending that are a concern to the health and safety of the general public, and detrimental to surrounding properties. Furthermore, the investigation of these issues has found the conditions around many of the itinerant merchants and some of the mobile food vendors to be a blight to the surrounding neighborhoods or area.

Our review of these vending issues has led to several public meetings, including the City Council meetings on July 5, 2006 and September 20, 2006; a Lodi Improvement Committee meeting on April 3, 2007; and finally, a Council Shirtsleeve Session on May 1, 2007. Through the course of those meetings and in our development of the proposed ordinance, we have met with and discussed the issues with the majority of the mobile food vendors that will be affected by the proposed ordinance and the attorney that is representing them.

Through the course of this review, we have recognized that most all of these mobile food vendors serve a legitimate clientele and that there is substantial demand for the food services that they provide. Taking that into consideration, it has been our intent to craft clear and concise regulations and processes that enable us to address the health and safety concerns, eliminate nuisance and blight conditions, and still provide for legitimate business activities to serve their clientele. However, the proposed regulations are also clearly intended to either prohibit or seriously restrict itinerant merchants.

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

In regards to our current regulations that pertain to vending activities, in addition to what currently exists under Lodi Municipal Code Chapter 9.19 – Selling on Streets and Sidewalks, we have Section 10.44.080 - Unlawful Parking-Peddlers and Vendors, which provides a process for getting permission from the City Council to stay in one location for longer than ten minutes. Beyond that we have some general and specific guidelines in the Zoning Regulations which pertain to uses on private property.

The proposed ordinance would consolidate all pertinent regulations that are currently spread throughout the code, into one code section and establish the following key guidelines:

1. Permit to Operate Process.
2. Restrictions Based Upon Location
3. Guidelines for Appearance of Site and Vending Vehicle
4. Guidelines for Sanitation, Safety and Security
5. Penalties and Due Process

The features of those elements are detailed as follows:

#### Annual Permit to Operate Process

- Any person desiring to engage in a vendor operation will first have to apply for and obtain a Permit to Operate from the City of Lodi according to this proposed ordinance.
- The Permit to Operate may be issued as either an annual permit, renewed each year for on-going operations, or as a single-event permit for certain seasonal vendors or for one-time events.
- The proposed ordinance provides the basic guidelines for the permit application process, and while the proposed ordinance establishes grounds for denial of a Permit to Operate, an alternative to denial is also provided for in a Conditional Permit to Operate.
- Exemptions are provided for those operating in connection with a state-certified open-air market, an authorized street fair or event under a special permit.

#### Restrictions Based Upon Location

- Specific allowances and restrictions for operations from both the public right-of-way and private property, based upon the relative zoning and use of the area are established.
- Operations in and around residential uses are more restrictive than those in commercial and industrial uses.
- Vending activities near a legitimate residential use within a commercial or industrial area requires compliance with residential area restrictions.
- Vending operations cannot be the primary use of a parcel unless that parcel is developed in accordance with the standards of the Development Code for that use and the zoning designation for that parcel.
- Vending operations located on private property, within two-hundred (200') feet of a residential use, can only be permitted through the issuance of a Conditional Permit to Operate.

#### Guidelines for Appearance of Site and Vehicles

- Restrictions are placed upon the placement and use of tables, chairs, shade structures and other appurtenances related to the vending operation.
- Further restricted are the exterior displays of goods, wares or merchandise, thereby prohibiting much of the itinerant merchant operations.

#### Guidelines for Sanitation, Safety and Security

- Issues pertaining to restroom facilities for food workers, trash containers and no loitering around the vending operations are addressed.

#### Penalties and Due Process

- In addition to establishing a schedule of fines, the process for suspension or revocation of either the Permit to Operate or Conditional Permit to Operate is established in this ordinance. This provides a mechanism for the City to address problems or nuisance conditions at a particular vending site, as well as the basis for the suspension or revocation of a permit.
- Due process is provided to the vendor/business operator through the already established Administrative Hearing process.

**FISCAL IMPACT:** The proposed ordinance is revenue neutral, as the costs related to review and approval of vendor's Permit to Operate applications will be off-set with the appropriate fees. It would not be feasible at this point to expect any revenue from any fines that may be associated with enforcement of the provisions of the proposed ordinance.

**FUNDING AVAILABLE:** N/A

---

Joseph Wood  
Community Improvement Manager

Concurred: 

---

Randy Hatch  
Community Development Director

Attachments

cc:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF LODI AMENDING LODI MUNICIPAL CODE, TITLE 9 -  
“PUBLIC PEACE, MORALS AND WELFARE”, CHAPTER 9.18 –  
“VENDING ON STREETS AND SIDEWALKS” BY REPEALING  
AND REENACTING CHAPTER 9.18 “VENDING ON STREETS,  
SIDEWALKS AND PRIVATE PROPERTY”

=====

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 9, “Public Peace, Morals and Welfare”,  
Chapter 9.18 – “Vending on Streets and Sidewalks”, is hereby repealed and  
reenacted to read as follows:

Chapter 9.18 VENDING ON STREETS, SIDEWALKS AND PRIVATE PROPERTY

- 9.18.010 Declaration of Purpose  
The City Council expressly finds that the vending of produce, prepared or  
prepackaged foods, goods, wares, and/or services on public streets,  
sidewalks or alleys and on private property pose unsafe conditions and  
special dangers to the public health, safety and welfare of the residents of  
the City of Lodi. It is the purpose and intent of the City Council, in  
enacting this Chapter, to provide those persons who engage in those  
types of vending operations with clear and concise regulations to prevent  
safety, traffic and health hazards, as well as to preserve the peace, safety  
and welfare of the community.
- 9.18.020 Definitions
- A. “Business Owner” shall mean any person, firm, or corporation, which  
owns or controls any interest in any business engaged in vending as  
defined in Subsection H hereof.
  - B. “Commissary” shall mean a food establishment in which food,  
containers, equipment, or supplies are stored or handled for use in  
Motorized Food Wagons or Conveyance.
  - C. “Conveyance” as used in this Chapter means any vehicle (except  
Motorized Food Wagons, as defined below), trailer, cart, wagon or  
stand, with or without wheels, which may be moved from one place to  
another under its own power or by other means.
  - D. “Linear Frontage” is the method used to determine distances as used  
in this Chapter.
  - E. “Mobile Food Vendor” shall mean any person, as defined in this  
Chapter, who owns , controls, manages and/or leases a Motorized  
Food Wagon or Conveyance; and/or contracts with a person(s) to  
drive, operate, prepare foods and/or vend from a Motorized Food  
Wagon or Conveyance.

---

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

- F. "Motorized Food Wagon" shall mean any vehicle as defined in Section 670 of the California Vehicle Code, which is equipped and used for retail sales of prepared; pre-packaged; or unprepared, unpackaged food or foodstuffs of any kind on any public street, alley, highway, or private street, alley, or property within the City of Lodi. For the purposes of this Chapter, a Motorized Food Wagon shall also include any trailer or wagon pulled by a vehicle.
- G. "Persons" shall mean any person, firm, partnership, association, or corporation, and includes, but is not limited to, owners, operators, drivers, lessors, and lessees of Motorized Food Wagons and Conveyances.
- H. "Vend" or "Vending" shall mean the sale of any goods, wares, merchandise, prepared; pre-packaged; or unprepared, unpackaged food or foodstuffs of any kind from private or public property. Vending from a Motorized Food Wagon generally has the following characteristics:
  - 1. Food is ordered and served from a take-out counter that is integral to the Motorized Food Wagon and there is typically a space for customer queuing;
  - 2. Food is paid for prior to consumption;
  - 3. Food and beverages are served in disposable wrappers, plates, or containers; and
  - 4. Food and beverages are prepared and sold for off-site consumption.

Vending from a Conveyance generally has the following characteristics:

  - 1. Food is paid for prior to consumption;
  - 2. Food and beverages are served in disposable wrappers, plates, or containers; and
  - 3. Food and beverages are prepared and sold for off-site consumption.
- I. "Vendor"/"Operator" shall mean any person who sells and makes immediate delivery, or offers for sale and immediate delivery, any goods, wares, or merchandise; or drives, operates, vends, and/or prepares food on or from a Motorized Food Wagon or Conveyance.

9.18.030

Regulation of Sales

It shall be unlawful for any person to Vend, or attempt to engage in Vending or operate any vehicle or conduct any business for the purpose of Vending from any vehicle, Motorized Food Wagon or Conveyance parked, stopped, or standing, upon any public street, alley, highway, or property, or private street, alley, or property within the City of Lodi except in accordance with all applicable provisions of this Code.

9.18.040

Permit to Operate

A person desiring to engage in a vendor operation, as defined by this Chapter, shall submit a written application for a Permit To Operate in a form acceptable to and with all supporting information required by the City of Lodi. Such application shall be accompanied by a non-refundable, non-transferable application fee in an amount as may be established by

Resolution of the City Council. Any such permit shall be required to be renewed annually and a separate non-refundable, non-transferable application fee shall be paid annually for such renewal application. Vendors must have the permit in their possession when Vending. There must be at least one Vendor with a valid permit present whenever Vending is taking place.

- A. A Vendor must obtain a background check in accordance with the requirements of Section 9.16.030 of this Code.
- B. Every Vendor shall obtain a City of Lodi Business Tax Certification.
- C. As part of the Permit to Operate application, the Vendor or Business Owner shall provide the following:
  - 1. Proof of current vehicle registration and a copy of an applicable vehicle insurance policy for any vehicles used in the vending activity.
  - 2. Four photographs (showing different exterior views) of each Motorized Food Wagon or Conveyance.
  - 3. A copy of a current San Joaquin County Environmental Health permit for any food service vending operation.
  - 4. A copy of the Vendor or Business Owner's current Business Tax Certification and applicable Board of Equalization Seller's Permit.
  - 5. For Mobile Food Vendors, Business Owners must show proof of payment to a Commissary for the prior twelve (12) months for all cases involving the reissuance of a Permit; and proof of current payment for new Vendors.
  - 6. If the Vendor is operating on private property, the Business Owner shall provide the following:
    - a. an affidavit in a form approved by the City from the property owner (if other than self) permitting the Vendor to locate on the site;
    - b. a Site Plan, drawn to scale and with dimensions, indicating the location of all existing buildings, structures, driveways, parking spaces, traffic controls and improvements, and the location or areas where the proposed Vending activity, structures and improvements related to the Vending activity, will be located upon the site; and
    - c. in the case of Mobile Food Vendors, an affidavit from the business or location providing the required restroom facilities for food service workers, stating the hours that those facilities are being made available to the Mobile Food Vendor.
- D. The following may constitute grounds for denial of a Permit to Operate:
  - 1. The Vending operation or activity as proposed by the applicant does not comply with all applicable laws including, but not limited to, the applicable building, zoning, housing, fire, safety, and health regulations under State law and this Code;
  - 2. The applicant is unable to obtain the required Peddler's license, pursuant to LMC Section 9.16.030 due to a criminal background check;
  - 3. The applicant has, within three (3) years immediately preceding the date of filing of the Application, had a Permit to Operate, Peddler's License, or related permit, which was issued within the state of California, suspended or revoked;

4. The applicant has knowingly made a material misstatement in the Application for a Permit to Operate;
  5. There have been excessive calls for service to the Lodi Police Department within the twelve (12) months preceding the Application with inadequate response by the Vendor or Business Owners or operators, involving the commission of crimes, disturbances, public nuisances, or applicable Lodi Municipal Code violation investigations, which are located, committed, or generated on the premises of the Vending operation.
  6. Failure to obtain clearance from San Joaquin County Environmental Health.
- E. As an alternative to a denial of a Permit to Operate for failure to meet the requirements of Section 9.18.050 or 9.18.080 of this Code, the City Manager or designee may issue a Conditional Permit to Operate. Said Conditional Permit to Operate shall be issued with conditions imposed on the operation of the premises. All conditions shall be complied with in order to maintain the Conditional Permit to Operate in a valid status. Failure to comply with the imposed conditions will subject the Conditional Permit to Operate to suspension and/or revocation procedures under this Chapter or any other remedy authorized by law.

9.18.050

Location

- A. A Vendor may locate and operate in the public right-of-way subject to the following conditions:
1. A Vendor shall not operate within three hundred (300) feet of any school grounds, park, playground, or City operated recreation center.
  2. A Vendor shall not operate within one hundred (100) feet of any street intersection.
  3. In addition to the above, a Vendor must comply with the following regulations, depending upon the type of use in which it is located:
    - a. Residential Use Area:
      - i. In a Residential Use Area, a Vendor shall move not less than four hundred (400) feet at least every ten (10) minutes and may not return to a previous location or within four hundred (400) feet of a previous location on the same calendar day.
      - ii. Permitted hours of operation are from 7:00 a.m. to 8:00 p.m.
      - iii. A Vendor may not be located within four hundred (400) feet of another Vendor.
    - b. Commercial Use Area:
      - i. In a Commercial Use Area, a Vendor shall move not less than four hundred (400) feet at least every three (3) hours and may not return to a previous location or within four hundred (400) feet of a previous location on the same calendar day.
      - ii. Permitted hours of operation are from 6:00 a.m. to 12:00 a.m.
      - iii. If a Vendor is located in a Commercial Use Area and is within four hundred (400) feet of a residence, Vendor shall comply with the requirements listed above for Residential Use Area.

- c. Industrial Use Area:
  - i. In an Industrial Use Area, a Vendor may operate twenty-three (23) hours a day.
  - ii. If a Vendor is located in an Industrial Use Area and is also within four hundred feet (400) feet of a residence, it shall comply with the requirements listed above for Residential Use Area.

- 4. No Vendor shall be located or maintained on public property, including bicycle pathways, inconsistent with any provision of this Code.
- B. A Vendor may locate on private property subject to the following conditions:
  - 1. Incidental to a primary use with the primary use having a valid City of Lodi Business Tax Certification;
  - 2. A Vendor shall not be the primary use of a parcel unless that parcel is developed in accordance with the standards of the City's Development Code for that use and the zoning designation for that parcel.
  - 3. A Vendor shall not be permitted as an accessory use to a stand-alone parking lot.
  - 4. A Vendor cannot utilize, or be located on, parking spaces required for the primary use at that property.
  - 5. A Vendor cannot be located on a vacant, undeveloped parcel or lot.
  - 6. A Vendor must be located on a paved concrete or asphalt parking surface.
  - 7. A Vendor cannot interfere with access, aisles, circulation, driveways or fire lanes and hydrants.
  - 8. A Vendor cannot interfere with pedestrian movement or create a pedestrian hazard.
  - 9. Vending on private property within two-hundred feet of a residential use is permitted only through the provisions of a Conditional Permit to Operate.

9.18.060

Exemption

- A. Any person engaged in Vending conducted in connection with the operations of a state-certified open-air market or an authorized street fair or event under a special event permit, lease, real property license, agreement, or other entitlements issued by the City of Lodi.
- B. Any person delivering any goods by vehicle where such goods have been ordered in advance for such delivery from any business located at a permanent location and which goods are being delivered from such location to the customer by vehicle, regardless of the point of sale.
- C. Section 9.18.050 shall not apply to the sale or distribution of any newspaper, flier or handbill.

9.18.070

Application of Other Laws and Regulations

- A. The provisions of this Chapter prohibiting the stopping or parking of a vehicle shall apply at all times or at those times specified by this Chapter, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

- B. The provisions of this Chapter imposing a time limit on stopping or parking shall not relieve any person from the duty to observe other more restrictive provisions of the California Vehicle Code, this Code or any other ordinances of the City, prohibiting or limiting the stopping or parking of vehicles in specified places or at specified times.

9.18.080

Condition/Appearance of Site

- A. The site shall be maintained in a safe and clean manner at all times.
- B. No tables, chairs, fences, shade structures, or other site furniture, (permanent or otherwise) or any free standing signs shall be permitted in conjunction with the Vendor.
- C. Should any other site improvements be needed for on-going Vending operations, the Vendor shall be required to apply for appropriate permits to ensure building and public safety and consistency with applicable building and zoning regulations.
- D. Exterior storage or display of refuse, equipment, materials, goods, wares or merchandise associated with the Vendor is prohibited.

9.18.090

Condition/Appearance of Motorized Food Wagon and Conveyance

- A. The Vendor shall display, in plain view and at all times, current permits and licenses in or on their vehicle.
- B. Any Motorized Food Wagon or Conveyance used in the course of Vending shall be entirely self-sufficient in regards to gas, water, and telecommunications. Should any utility hook-ups or connections to on-site utilities be required, the Vendor shall be required to apply for appropriate permits to ensure building and public safety and consistency with applicable building and zoning regulations.
- C. The Vendor shall not discharge items from any Motorized Food Wagon or Conveyance vehicle onto the sidewalk, gutter, storm inlets, or streets.

9.18.100

Lighting

The Vendor shall install adequate lighting to ensure customer safety. Lighting shall be directed downwards and away from public streets and adjacent properties.

9.18.110

Sanitation

- A. All Motorized Food Wagons or Conveyances shall operate out of a Commissary pursuant to California Health and Safety Code section 114287.
- B. All Motorized Food Wagons or Conveyances shall be equipped with refuse containers large enough to contain all refuse generated by the operation of such a vehicle, and the Vendor of the Motorized Food Wagon or Conveyance shall pick up all refuse generated by such operation within a twenty-five (25)-foot radius of the vehicle before such vehicle is moved. No Vendor shall dispose of any trash or refuse in any such public or private trash receptacle other than a trash receptacle owned, operated, or otherwise provided by and under the control of such Vendor.

- C. A Motorized Food Wagon or Conveyance shall comply with California Health and Safety Code section 114299.5 regarding the availability of adequate toilet facilities for use by food service personnel.

9.18.120 Safety and Security

- A. No Vending shall be permitted except after the Motorized Food Wagon or Conveyance has been brought to a complete stop and parked in a lawful manner.
- B. The Vendor shall install signage in a visible location indicating that loitering is not permitted and customers may only remain on the lot for up to fifteen (15) minutes after receiving their food.
- C. The Vendor shall enforce the no loitering provisions of this Code.

9.18.130 Applicability Of Regulations To Existing Business

The provisions of this Chapter shall be applicable to all persons and businesses described herein whether the herein described activities were established before or after the effective date of the ordinance enacting this Chapter into law.

9.18.140 Penalties

Any person violating any provisions or failing to comply with any of the mandatory requirements of this Chapter is subject to the following penalties:

A. Fines

- 1. Violations are subject to the Administrative Enforcement Provisions of this code and the fines established in LMC Section 1.10.260;
- 2. Three or more violations of this Chapter during any one-year period shall be deemed misdemeanors, punishable as specified in Section 1.08.010(B) of this Code.

B. Suspension/Revocation of Permit to Operate/Conditional Permit to Operate

1. Procedure

In the event of a violation of the regulations of this Chapter, the City Manager or his/her designee shall issue a Notice of Intent to Suspend or Revoke the Permit to Operate. The Vendor shall have the right to request a hearing, as provided in LMC Chapter 1.10, within 10 days of service of the Notice of Intent. If no hearing is requested, the Permit to Operate shall be revoked or suspended upon the expiration of the appeal period set forth in LMC Chapter 1.10..

2. Basis For Suspension/Revocation of Permit to Operate

- a. Any Permit to Operate may be suspended and/or revoked by the City Manager or his/her designee after a review, where it is determined that:
  - i. The Vendor has violated the provisions of this Chapter; or
  - ii. The Vendor has committed any act or engaged in action, which would constitute grounds for denial of a Permit to Operate pursuant to Section 9.18.040(D) of this Chapter; or
  - iii. The Vendor has engaged in fraud, misrepresentation, or false statements in conducting the vending operation or activity; or

- iv. The Vendor has failed to correct a violation under this Chapter within the time period ordered by the City; or
  - v. The Vendor has operated or continued to operate without a Permit to Operate or after a Permit to Operate has been suspended or revoked.
3. Basis For Suspension/Revocation of a Conditional Permit to Operate
- a. Any Conditional Permit to Operate may be suspended or revoked for:
    - i. Any of the basis to suspend or revoke a Permit to Operate set forth herein; or
    - ii. Any violation of the terms of the Conditional Permit to Operate.

9.18.150 Enforcement

The provisions of this Chapter may be enforced by any peace officer, or the Director of Community Development or his/her designee.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. This ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi and shall take effect thirty days from and after its passage and approval.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
BOB JOHNSON  
Mayor

Attest:

RANDI JOHL  
City Clerk

=====

State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held July 18, 2007, and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES; COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. \_\_\_\_\_ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

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

Approved as to Form:

D. STEPHEN SCHWABAUER  
City Attorney

By \_\_\_\_\_  
JANICE D. MAGDICH  
Deputy City Attorney



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

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

**ADVERTISING INSTRUCTIONS**

**SUBJECT: PUBLIC HEARING TO CONSIDER INTRODUCTION OF AN ORDINANCE  
AMENDING THE LODI MUNICIPAL CODE TO CREATE  
COMPREHENSIVE REGULATIONS FOR MOBILE FOOD VENDORS AND  
ITINERANT MERCHANTS**

**PUBLISH DATE: SATURDAY, MAY 26, 2007**

**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 24, 2007

**ORDERED BY:** RANDI JOHL  
CITY CLERK

*Jennifer M. Perrin*  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
DANA CHAPMAN  
ADMINISTRATIVE CLERK

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

LNS Faxed to the Sentinel at 369-1084 at 2:27pm (time) on 5-24-07 (date) 2 (pages)  
Phoned to confirm receipt of all pages at \_\_\_\_\_ (time) \_\_\_\_\_ JLT \_\_\_\_\_ DRC \_\_\_\_\_ JMP (initials)



## DECLARATION OF POSTING

### **PUBLIC HEARING TO CONSIDER INTRODUCTION OF AN ORDINANCE AMENDING THE LODI MUNICIPAL CODE TO CREATE COMPREHENSIVE REGULATIONS FOR MOBILE FOOD VENDORS AND ITINERANT MERCHANTS**

On Thursday, May 24, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider introduction of an ordinance amending the Lodi Municipal Code to create comprehensive regulations for mobile food vendors and itinerant merchants (attached and marked as Exhibit A) was posted at the following locations:

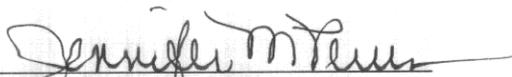
Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

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

Executed on May 24, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
DANA R. CHAPMAN  
ADMINISTRATIVE CLERK



## DECLARATION OF MAILING

### **PUBLIC HEARING TO CONSIDER INTRODUCTION OF AN ORDINANCE AMENDING THE LODI MUNICIPAL CODE TO CREATE COMPREHENSIVE REGULATIONS FOR MOBILE FOOD VENDORS AND ITINERANT MERCHANTS**

On May 25, 2007, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider introduction of an ordinance amending the Lodi Municipal Code to create comprehensive regulations for mobile food vendors and itinerant merchants, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

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

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

Executed on May 25, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL**  
**CITY CLERK, CITY OF LODI**

  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
DANA R. CHAPMAN  
ADMINISTRATIVE CLERK



**CITY OF LODI**  
Carnegie Forum  
305 West Pine Street, Lodi

**NOTICE OF PUBLIC HEARING**

Date: July 18, 2007

Time: 7:00 p.m.

For information regarding this notice please contact:

**Randi Johl**

**City Clerk**

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

**EXHIBIT A**

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that on **Wednesday, July 18, 2007**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider approval of the following item:

- a) Introduction of an ordinance amending the Lodi Municipal Code to create comprehensive regulations for mobile food vendors and itinerant merchants**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl  
City Clerk

**Dated: May 16, 2007**

Approved as to form:

D. Stephen Schwabauer  
City Attorney



**CUIDAD DE LODI**  
Foro de Carnegie  
305 West Pine Street, Lodi

**AVISO DE LA AUDIENCIA PÚBLICA**

Fecha: Julio 18, 2007

Horario: 7:00 p.m.

Para información sobre este aviso favor de comunicarse con:

**Randi Johl**  
Oficinista de la Ciudad  
Teléfono: (209) 333-6702

**AVISO DE LA AUDIENCIA PÚBLICA**

**EL AVISO SE DA POR ESTE MEDIO el Miércoles, 18 de Julio, 2007**, a la hora de 7:00 p.m., o tan pronto después de que el material pueda ser oído, el Consejo de la Ciudad conducirá una audiencia pública en el Foro de Carnegie, 305 West Pine Street, Lodi, para considerar la aprobación del punto siguiente:

- a) **Introducción de una ordenanza que enmienda el código Municipal de la ciudad de Lodi para crear regulaciones compresivas para los vendedores móviles de alimento y los comerciantes ambulantes.**

Información con respecto a este articulo se puede obtener en el Departamento del Desarrollo de la Comunidad, 221 West Pine Street, Lodi, (209) 333-6711. Se invita a todas las personas interesadas que presenten sus opiniones y comentarios sobre esta material. Declaraciones escritas se pueden archivar con la Oficinista de la Ciudad, en City Hall, 221 West Pine Street, 2<sup>do</sup> Piso, Lodi, 95240, en cualquier momento antes de la audiencia, y declaraciones orales se pueden hacer en la audiencia.

Si usted desafía el tema en corte, usted puede ser limitado a plantear solamente esas ediciones que usted o otra persona en la audiencia pública descrita en este aviso o en correspondencia escrita entregada a la Oficinista de la Ciudad, 221 West Pine Street, en o antes de cerrar la audiencia pública.

Por orden del Consejo de la Ciudad de Lodi:

Randi Johl  
Oficinista de la Ciudad

Fecha: 16 de Mayo, 2007

Aprobado como forma:

D. Stephen Schwabauer  
Abogado de la Ciudad

# EXHIBIT B

## N/E corner of Kettleman Lane and Hutchins St.

APN	OWNER	ADDRESS	CITY	STATE	ZIP
03119009	NANTT, ENOCH G TR ETAL	1315 S HUTCHINS ST	LODI	CA	95240
03119010	MYERS, JEAN R TR	1321 S HUTCHINS ST	LODI	CA	95240
03119011	BENDER, IRVIN R & L TRS	PO BOX 1014	WOODBIDGE	CA	95258
03119012	BENDER, IRVIN R TR TR ETAL	PO BOX 1014	WOODBIDGE	CA	95258
03119018	PENTACOSTAL CHURCH GOD OF AMER	7627 LAUPPE LN	CITRUS HEIGHTS	CA	95621
03119019	PENTECOSTAL CH OF GOD OF AMERI	510 RIMBY AVE	LODI	CA	95240
03119020	JOLLEY, FRANCES R TR	1325 S HUTCHINS ST	LODI	CA	95240
03119025	VICE, ROGER L & BARBARA TR	521 W KETTLEMAN LN	LODI	CA	95240
03119026	ZIMMERMAN, ROSE ETAL	13078 MINDANAO WAY #105	MARINA DEL REY	CA	90292
04513013	WILDMAN, CAROLINE C TR	17081 N DE VRIES RD	LODI	CA	95242
04513014	WILLIAMSON, KEVIN M & SABRA R	1315 S LEE AVE	LODI	CA	95240
04513015	AZEVEDO, BENJAMIN JR	1319 S LEE ST	LODI	CA	95240
04513016	SHAVOLEY, N W & CECILE	1323 S LEE AVE	LODI	CA	95240
04513017	STEELE, DIANE A	1329 S LEE AVE	LODI	CA	95240
04513018	TOSCHI, ROBIN	2645 W ELM ST	LODI	CA	95242
04513019	USA GASOLINE CORPORATION	905 RANCHO CONEJO BLVD	NEWBURY PARK	CA	91320
04513021	PERLEGOS, GEORGIA	PO BOX 1823	LODI	CA	95241
04513022	PEAVY, MICHAEL S & LOUISE C	1328 S HUTCHINS ST	LODI	CA	95240

04513023	GATES, DAVID L & BETTY L TR	540 E HARNEY LN	LODI	CA	95242
04513024	LIKINS, JAMES F & JUDY TR	1826 W KETTLEMAN LN #A3	LODI	CA	95242
04513025	PETERSON, JAMES W & SANDRA L	8267 WINDWOOD	ELK GROVE	CA	95758
04513026	LOVDAHL, KEVIN	1308 S HUTCHINS ST	LODI	CA	95240
04513038	PERLEGOS, GEORGIA	PO BOX 1823	LODI	CA	95241
04514001	BAFFONI, IVERN V & IONA TR ETA	PO BOX 3469	MODESTO	CA	95353
04514002	BAFFONI, IVERN V & IONA TR ETA	PO BOX 3469	MODESTO	CA	95353
04515004	MYERS, JEAN R TR	1316 S LEE AVE	LODI	CA	95240
04515005	CASTILLO, JUAN P & MARIA JULIA	1320 S LEE AVE	LODI	CA	95240
04515006	MUNIZ, BERTHA ETAL	1324 S LEE AVE	LODI	CA	95240
04515007	NUNEZ, MIGUEL & KARLA	1328 S LEE AVE	LODI	CA	95240
04515008	BRANDT, BRENDA	11 N LOMA DR	LODI	CA	95242
04515009	MATTICE, GLADYS J	1323 S PLEASANT AVE	LODI	CA	95240
04515010	WESSELS, NICHOLE G	1321 S PLEASANT AVE	LODI	CA	95240
06004012	INLAND WESTERN MDS PORTFOLIO L	22301 FOOTHILL BLVD MS 4340	HAYWARD	CA	94541
06004013	GOLDEN RESTAURANT OPERATIONS I	PO BOX 66207 AMF OHARE	CHICAGO	IL	60666
06202003	COMMERCIAL NET LEASE REALTY IN	450 S ORANGE AVE SUITE 900	ORLANDO	FL	32801
06202005	EUCLID SHOPPING CENTER LLC	508 W 30TH ST	NEWPORT BEACH	CA	92663
06202041	LODI, CITY OF				00000
06202042	SINGH, SUKH C &	420 W KETTLEMAN	LODI	CA	95240

	PERMINDER K TR	LN			
06202043	SANDERS, ANDREA BARBERA ETAL	PO BOX 789	LODI	CA	95241

**N/W corner of Central Avenue and Vine St.**

APN	OWNER	ADDRESS	CITY	STATE	ZIP
04712014	MENDONCA, ALBERTO I & MARIA C	2629 AGATE CT	SANTA CLARA	CA	95051
04712015	BABCOCK, GARY & G	318 E VINE ST	LODI	CA	95240
04712016	GABRIEL, APOLONIO T & ELENA P	2132 GATEWAY CIR	LODI	CA	95240
04712017	HESS, IDA M TR	PO BOX 443	LODI	CA	95241
04712018	HESS, IDA M TR	PO BOX 493	LODI	CA	95241
04712019	GONZALES, SALVADOR & FRANCES	336 E VINE ST	LODI	CA	95240
04712020	RODRIGUEZ, LEONARDO V ETAL	901 CENTRAL AVE	LODI	CA	95240
04712021	ITEN, DONALD E & VICKI L TR	1539 PORTOLA	STOCKTON	CA	95209
04712022	SOTO FELIPE, J TRINIDAD & OCTA	913 S CENTRAL AVE	LODI	CA	95240
04712023	ZAMORA, ZELMIRA	2207 W TOKAY ST	LODI	CA	95242
04712024	JONES, TONY W	333 WATSON ST	LODI	CA	95240
04712025	LUNA, AUSENCIO & I	329 WATSON ST	LODI	CA	95240
04712026	WHITE, TED	3077 JENNIFER WAY	SAN JOSE	CA	95124
04714029	SANCHEZ, PEDRO O	321 E CHERRY ST	LODI	CA	95240
04714032	HUERTA RUBIO, VICTOR M ETAL	316 CHERRY ST	LODI	CA	95240
04714033	BOYD, JOHN P	322 CHERRY ST	LODI	CA	95240
04714034	SAUCEDA, RUMALDO R ETAL	500 BRANDYWINE DR	LODI	CA	95240
04714035	AHMID, SAJJAD	339 E VINE ST #3	LODI	CA	95240
04714036	MARQUEZ, CONRAD & MARIA	333 E VINE ST	LODI	CA	95240

04714037	GOMEZ, OCTAVIO GOMEZ	331 E VINE ST	LODI	CA	95240
04714038	MARTINEZ, NADINE B	3704 22ND AVE	SACRAMENTO	CA	95820
04714039	MILLER, BARBARA L TR	323 E VINE ST	LODI	CA	95240
04714040	LONGMIRE, JOSEPH E & LISA A	313 E VINE ST	LODI	CA	95240
04714049	FERNANDEZ, RAMON MONTANEZ	845 S CENTRAL AVE	LODI	CA	95240
04723005	VARGAS, SALVADOR C & ADRIANNA	815 S CENTRAL AVE	LODI	CA	95240
04723006	HUGHES, ANN TR	821 S CENTRAL AVE	LODI	CA	95240
04723007	EBENEZER CONGREGATIONAL CHURCH	PO BOX 1013	LODI	CA	95241
04723010	FLORES, RAMIRO G & ELIZABETH R	333 CHERRY ST	LODI	CA	95240
04723011	RENTERIA, LOUIS TR	325 CHERRY ST	LODI	CA	95240
04723012	CHARCO, AGUSTIN	329 CHERRY ST	LODI	CA	95240
04730001	OROPEZA, ORLANDO	900 S CENTRAL AVE	LODI	CA	95240
04730002	ARROYO, DAVID & MARIA	412 E VINE ST	LODI	CA	95240
04730003	ALVARADO, JOAQUIN ETAL	420 E VINE ST	LODI	CA	95240
04730004	WILLIAMS, MYRON	905 WELLSWOOD AVE	LODI	CA	95240
04730005	WILLIAMS, DAVID & JANE	906 S CENTRAL AVE	LODI	CA	95240
04730006	ANDERSON, A K & L LIFE ES	909 WELLSWOOD	LODI	CA	95240
04730007	OLSEN, GERALD A & MARILYN K	912 S CENTRAL AVE	LODI	CA	95240
04730008	NELSON, STEVEN C & HEIDI M	913 WELLSWOOD AVE	LODI	CA	95240
04730009	VERDOZA, ANTONIO R ETAL	918 S CENTRAL AVE	LODI	CA	95240
04731124	CURRY, MICHAEL E & TRACEY L	635 ALDEN GLEN DR	TRACY	CA	95376
04731201	GONZALEZ, JUAN & RAMONA	PO BOX 272	WOODBIDGE	CA	95258

04731202	ZHENG, ZHI ETAL	1937 DONNER AVE	SAN FRANCISCO	CA	94124
04731203	BENDER, GARY D SR TR	5325 E HARNEY LN	LODI	CA	95240
04731204	TAYLOR, RODGER & LAURA	414 CHERRY ST	LODI	CA	95240
04731221	CARBAJAL, JULIO & HERENDIDA ET	413 E VINE ST	LODI	CA	95240
04731222	TOWNE, DAVID B & SHERRY A	411 E VINE ST	LODI	CA	95240
04731223	KHAN, MOHAMMAD R & N	409 E VINE ST	LODI	CA	95242
04731224	MOJALLI, MAHFOUD M & KALMAZ TR	10727 HIDDEN GROVE CIR	STOCKTON	CA	95209
04731225	VIRAMONTES, LUIS G & M G	407 SPARROW LN	LODI	CA	95240
04731226	ESPINOZA, MANUEL & GRACIELA	824 S CENTRAL AVE	LODI	CA	95240

**N/W corner of Pine Street and Washington Street.**

APN	OWNER	ADDRESS	CITY	STATE	ZIP
04307301	BUDDHIST CHURCH OF LODI	23 N STOCKTON ST	LODI	CA	95240
04307302	JAPANESE AMERICAN CITZ LEAGUE	23 N STOCKTON ST	LODI	CA	95240
04307303	FERRY, ADRIANA S TR	PO BOX 2411	LODI	CA	95241
04307304	PEREDES, HERIBERTO L & SYLVIA	19444 TAMI LN	WOODBIDGE	CA	95258
04307305	MELENDREZ, FLORENTINO	17 N WASHINGTON ST	LODI	CA	95240
04307306	BEOSHANZ, EDGAR W & HELEN J TR	PO BOX 578	WOODBIDGE	CA	95258
04307307	BEOSHANZ, EDGAR W & HELEN J TR	PO BOX 578	WOODBIDGE	CA	95258
04307308	WALKER RODERICK PROPERTIES LLC	612 TARA PL	LODI	CA	95240
04307309	HAPPEE, DIRK J & MARY JO	21914 41ST AVE SE	BOTHELL	WA	98021
04307401	HAPPEE, DIRK J & MARY JO	21914 41ST AVE SE	BOTHELL	WA	98021
04307405	ALAM,	1107 S	LODI	CA	95240

	MOHAMMAD & S	CENTRAL AVE			
04307406	RUIZ, GUILLERMO ETAL	435 PERLEGOS WAY	LODI	CA	95240
04307407	WINTERHALDER, JAMES E & GAYLIE	17 S WASHINGTON ST	LODI	CA	95240
04307410	AGRUEL, MARCO	217 E OAK ST	LODI	CA	95240
04307411	DAD, JAHAN	213 E OAK ST	LODI	CA	95240
04307412	GARCIA GRAJEDA, JAIME & STEPHA	211 E OAK ST	LODI	CA	95240
04307413	AZIZ, ABDUL	209 E OAK ST	LODI	CA	95240
04307416	COLLINS, ROY L & SANDRA GALE T	PO BOX 578	WOODBIDGE	CA	95258
04307501	MCGEE, SHIRLEY	26 N WASHINGTON ST	LODI	CA	95240
04307502	PEREZ, ALBERTO & JUANA	22 N WASHINGTON ST	LODI	CA	95240
04307503	H & C INVESTMENTS PTP	1729 LE BEC CT	LODI	CA	95240
04307504	RIOS, JOSE LUIS CHAVEZ	304 CHESTNUT ST	LODI	CA	95240
04307505	HUPPERT, INEZ A TR TR ETAL	1313 W LOCKEFORD ST	LODI	CA	95240
04307513	MALDONADO, JOSE G & YADIRA	317 1/2 E PINE ST	LODI	CA	95240
04307514	MALDONDO, SANTOS C & MATHA	315 E PINE ST	LODI	CA	95240
04307515	MALDONADO, EFRAIN & BERNARDA	311 E PINE ST	LODI	CA	95240
04307516	GARCIA, RAMON & JACKIE O	301 E PINE ST	LODI	CA	95240
04307517	H & C INVESTMENTS PTP	1729 LE BEC CT	LODI	CA	95240
04307518	SAVAGE, DEANE C & MARCIA L	316 E ELM ST	LODI	CA	95240
04307601	MARTIN, TONY & ELSIE	4860 E WOODBIDGE RD	ACAMPO	CA	95220
04307602	NGUYEN, THAM	306 E PINE ST	LODI	CA	95240
04307603	GALLO, RAUL	306 E PINE ST	LODI	CA	95240
04307604	GERALIS, STARVROS & FOTINI TR	1442 VOELKER DR	LODI	CA	95240

04307605	GERALIS, STARVROS & FOTINI TR	1442 VOELKER DR	LODI	CA	95240
04307606	GERALIS, STARVROS & FOTINI TR	1442 VOELKER DR	LODI	CA	95240
04307617	SALCIDO, JESUS ETAL	14 S WASHINGTON ST	LODI	CA	95240
04308821	KHAN, RAVEZ	9259 EMERALDCREST DR	ELK GROVE	CA	95624

**S/E corner of Turner Rd and Church St.**

APN	OWNER	ADDRESS	CITY	STATE	ZIP
04104014	MILLS, JAMES & F K	219 W EUREKA AVE	LODI	CA	95240
04112007	KAITZ, SPENCER R & ROBERTA M T	2811 CASTRO VALLEY BLVD STE 111	CASTRO VALLEY	CA	94546
04112008	LEE, HOMER MAX & JOAN MAVONE T	PO BOX 1690	LODI	CA	95241
04112009	SIMMONS, C F & SHERYL E	2429 E COLLIER RD	ACAMPO	CA	95220
04112010	THOMAS, GWENDOLYN ANN ETAL	913 N CHURCH ST	LODI	CA	95240
04112012	HALL, LONNIE MARIE BRIGGS TR	PO BOX 860	LOCKEFORD	CA	95237
04112013	MAHONEY, RICHARD C & VALERIE J	14990 PROUTY RD	GALT	CA	95632
04112019	SCOFIELD, ALICE G TR	22473 E BRANDT RD	LODI	CA	95240
04125016	DYER, KENNETH D & W M	13671 E PINTO LANE	LODI	CA	95240
04125035	LODI SKILLED NURSING FACILITY	PO BOX 1598	LODI	CA	95241
04125039	ARBOR SENIOR APARTMENTS PTP	PO BOX 1598	LODI	CA	95241
04134016	M C F H INC	1826 W	LODI	CA	95242

	ETAL	KETTLEMAN LN SUITE D			
04134017	M C F H INC ETAL	1826 W KETTLEMAN LN SUITE D	LODI	CA	95242
04134018	M C F H INC ETAL	1826 W KETTLEMAN LN SUITE D	LODI	CA	95242
04142001	SALISBURY, DONALD L & HELEN E	172 RIVERGATE PL	LODI	CA	95240
04142002	BUNCH, LAURA	19406 BENEDICT DR	WOODBRIDGE	CA	95258
04142003	MUNSON, BEVERLY J TR	1212 LAKESIDE	BIRMINGHAM	MI	48009
04142004	BRICKER, DONALD J & JANET D T	184 RIVERGATE PL	LODI	CA	95240
04142005	KNIGHT, MARJORIE E TR	188 RIVERGATE PL	LODI	CA	95240
04142019	MAISCH, MAURICE R & WINNIE A T	151 RIVERGATE DR	LODI	CA	95240
04142020	SHULER, JULIE ANN	155 RIVERGATE PL	LODI	CA	95240
04142021	METTLER, DANIEL & MIRIAM	159 RIVERGATE PL	LODI	CA	95240
04142022	ZAMORA, SIMONA B TR	163 RIVERGATE PL	LODI	CA	95240
04142023	DALTON, MICHAEL L & M P	167 RIVERGATE DR	LODI	CA	95240
04142024	HUDDLESTON, ROBERT A & ANA	171 RIVERGATE PL	LODI	CA	95240
04142025	WITT, THEODORE & C B	PO BOX 428	LODI	CA	95241
04142026	JOHNSON, OSCAR & MARIE	105 RIVERGATE PL	LODI	CA	95240
04142027	WILSON, CAROLYN C	109 W RIVERGATE PL	LODI	CA	95240
04142028	HAAS, MICHAEL R	PO BOX 2300	LODI	CA	95241
04142029	DEUTSCHER, SANDRA	115 RIVERGATE DR	LODI	CA	95240
04142031	RIVERGATE	PO BOX	STOCKTON	CA	95267

	PLACE HOMEOWNERS ASS	70378			
04144001	HICKS, JIMMY & JEANINE	200 RIVER OAKS DR	LODI	CA	95240
04144002	SHARP, KENNETH R	206 RIVER OAKS DR	LODI	CA	95240
04144003	NISHIMORI, KEN & JAYNE	212 RIVER OAKS DR	LODI	CA	95240
04144004	RUSK, ROBERT A & JANAY K	218 RIVER OAKS DR	LODI	CA	95240
04144017	SCHAFFER, GERALDINE B TR	207 RIVER OAKS DR	LODI	CA	95240
04144018	ACOSTA, MERCEDES L TR ETAL	201 RIVER OAKS DR	LODI	CA	95240

### S/E corner of Lodi Avenue and Central Avenue

APN	OWNER	ADDRESS	CITY	STATE	ZIP
04313006	TAPIA, ELIAS CORONA	2640 E MAIN ST	STOCKTON	CA	95205
04313007	MCCAFFERY, JOHN & KRISTINA	352 E WALNUT ST	LODI	CA	95240
04313008	SALCIDO, JESUS & CHRISTINE	266 RIO MESA CT	GALT	CA	95632
04313009	ALI, SADAQAT & PATRICIA A	400 E WALNUT ST	LODI	CA	95240
04313010	BAMPER, WILLIAM JOSEPH	208 S CENTRAL AVE	LODI	CA	95240
04313011	SANTOS, CELSO & ALICE ETAL	16803 FOX RD	LODI	CA	95240
04313012	LUPIAN, RICARDO & TIFFANY SUSA	408 E WALNUT ST	LODI	CA	95240
04313013	MARTINEZ, SARAH B	12066 PARAMOUNT BLVD #C	DOWNEY	CA	90242
04313014	FLANNAGAN, L D & MARIE	416 E WALNUT ST	LODI	CA	95240
04313015	EDELMAYER, ROSINA TR	2548 52ND ST	SACRAMENTO	CA	95817
04313016	SANTOS, CELSO	16803 N FOX RD	LODI	CA	95240
04313017	AGUILAR,	424 E	LODI	CA	95242

	ALBERTO	WALNUT ST			
04313018	MILLAN, GUADALUPE	428 E WALNUT ST	LODI	CA	95240
04313023	MEIR, MOHAMMAD A	PO BOX 1291	LODI	CA	95241
04313024	MUSHTAQ, YASMIN	429 E LODI AVE	LODI	CA	95240
04313025	JESSE, TARA L	425 E LODI AVE	LODI	CA	95240
04313026	SEVIER, STEVEN	421 E LODI AVE	LODI	CA	95240
04313027	KONSCHAK, VIRGIL & JANIS TR	338 E OAK ST	LODI	CA	95240
04313028	GALVAN, SERGIO & MARIA LETICIA	435 SAN PIETRO LN	LODI	CA	95240
04313029	CONDE, ANGELICA MARIA	409 E LODI AVE	LODI	CA	95240
04313030	BEOSHANZ, EDGAR W & HELEN J TR	PO BOX 578	WOODBRIDGE	CA	95258
04313031	BEOSHANZ, EDGAR W & HELEN J TR	PO BOX 578	WOODBRIDGE	CA	95258
04313032	JIMENEZ, ROSA I	6363 RIVERBANK CIR	STOCKTON	CA	95219
04313033	SPERLING, GERALD & R F	359 E LODI AVE	LODI	CA	95240
04313034	MATA, CARLOS	353 E LODI AVE	LODI	CA	95240
04313035	KHAN, MOHAMMED D & R	324 E LODI AVE #A	LODI	CA	95240
04313036	HINSZ, GLENN R TR	801 LAVER CT	LODI	CA	95242
04719309	GAMA, RIGOBERTO	408 ALMOND DR	LODI	CA	95240
04719310	INGS, RUSSELL M	9601 OAKWILDE	STOCKTON	CA	95212
04719311	MAGANA, JOSE & LAURA	2552 MERCHANT DR	TRACY	CA	95377
04719313	MASOOD, MOHAMMAD ETAL	PO BOX 752	LODI	CA	95241
04719314	MASOOD, MOHAMMAD ETAL	PO BOX 752	LODI	CA	95241
04719315	PURDY, ALICE J	315 S CENTRAL AVE	LODI	CA	95240

04719316	LODI VICTORY CENTER MINISTRS	321 S CENTRAL AVE	LODI	CA	95240
04719317	SYVERSON, MAGDALENA TR	337 HILBORN ST	LODI	CA	95240
04719318	ROSALES, FELIPE ETAL	333 HILBORN ST	LODI	CA	95240
04719319	LIKINS, JAMES F & JUDY TR	1318 LAKESHORE DR	LODI	CA	95242
04719427	EWELL, DAN EDWARD JR	401 S CENTRAL AVE	LODI	CA	95240
04735101	BUZUNIS, GARY R & LOUELLA TR	964 LUCAS RD	LODI	CA	95240
04735102	SOLIGAN, GREGORY R & CAROL E	18871 HIDDEN LAKES LN	ACAMPO	CA	95220
04735103	BUZUNIS, GARY R & LOUELLA TR	964 LUCAS RD	LODI	CA	95240
04735104	BUZUNIS, GARY R & LOUELLA TR	964 LUCAS RD	LODI	CA	95240
04735105	CARACOZA, SYLVIA E	PO BOX 2406	LODI	CA	95241
04735106	BUZUNIS, GARY R & LOUELLA	964 LUCAS RD	LODI	CA	95240
04735107	PANIAGUA, DAVID & TERESA C	3137 NICOLETTA LN	STOCKTON	CA	95212
04735108	HERNANDEZ, SERGIO	424 E LODI AVE	LODI	CA	95240
04735109	MACEDO, TONY E & LUPITA	428 E LODI AVE	LODI	CA	95240
04735110	PAREDES, HERIBERTO L & SYLVIA	19444 TAMI LN	WOODBRIDGE	CA	95258
04735118	AHSAN, AMIN	433 HILBORN ST	LODI	CA	95240
04735119	HERNANDEZ, ANDRES F & RUTH R	429 E HILBORN ST	LODI	CA	95240
04735120	HROVAT, WILLIAM & B TRS	1556 IRIS DR	LODI	CA	95240
04735121	SNAPP, CHESTER & M R	421 HILBORN ST	LODI	CA	95240
04735122	RIVIECCIO,	417	LODI	CA	95240

	G & S ETAL	HILBORN ST			
04735123	CRUZ, ENRIQUETA C	413 HILBORN ST	LODI	CA	95240
04735124	BAUMBACH, DALE R & PEGGY E TR	2886 STONE CREEK CIR	ACAMPO	CA	95220
04735125	MARTINEZ, MANUEL & MARIA D	405 HILBORN ST	LODI	CA	95240
04735126	LOPEZ, ZOSIMO M	1614 ROBERTS AVE	SAN JOSE	CA	95122
04735201	MAGAR, EMMETT J & GLENDA S	400 S CENTRAL AVE	LODI	CA	95240
04735204	HERNANDEZ, SILVESTRE & S	408 HILBORN ST	LODI	CA	95240
04735205	LESSARD, PIERRE J	8556 CORD WAY	SACRAMENTO	CA	95828
04735207	CAPPS, GORDON L JR & SHARON L	3302 CALIMYRNA RD	ACAMPO	CA	95220

### S/E corner of Main Street and Lodi Avenue

APN	OWNER	ADDRESS	CITY	STATE	ZIP
04304805	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
04306101	CHERRY EXPORT LEASING CO	PO BOX 877	LODI	CA	95241
04306102	PETERSEN, JOSEPH P & JEANNETTE	14090 N ALPINE RD	LODI	CA	95240
04306103	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
04306301	BARBEE, ROBERT E & NYLENE A	131 RIDGE DR	LODI	CA	95240
04306302	FASZER, DONALD R TRS ETAL	636 DAISY AVE	LODI	CA	95240
04306303	MORALES, ELVIRA	112 E WALNUT ST	LODI	CA	95240
04306304	RANCHHOD, MAHESH	4225 E HAMMER LN	STOCKTON	CA	95212
04306306	MARTIN, TONY & ELSIE	4860 E WOODBIDGE RD	ACAMPO	CA	95220

04306307	SCHIRM, CATHERINE M	211 SO STOCKTON ST	LODI	CA	95240
04306308	OLSON, REX IN TRUST	478 SANDSTONE CT	WOODBIDGE	CA	95258
04306309	OLSON, EDWARD & E TRS	1306 BURGUNDY CT	LODI	CA	95240
04306501	STEINBERG, GERALDINE F ETAL	5918 STONERIDGE MALL RD	PLEASANTON	CA	94588
04531010	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
04702007	REILLY, KELLY F	5942 ST ANDREWS DR	STOCKTON	CA	95219
04702008	OCHOA, FIDEL	12443 N HWY 88	LODI	CA	95240
04702009	BONOTTO, R & G COTRS ETL	3294 W SARGENT RD	LODI	CA	95240
04702010	BONOTTO, R J & G L COTRS	3294 W SARGENT RD	LODI	CA	95240
04702011	FARDALEHI, HAMID & SILVINA	PO BOX 2008	LODI	CA	95241
04702012	FARDALEHI, HAMID & SILVINA	PO BOX 2008	LODI	CA	95241
04702013	RAMIREZ, RITO	315 S STOCKTON ST	LODI	CA	95240
04702014	SANDOVAL, JORGE	317 S STOCKTON ST	LODI	CA	95240
04702015	MILLER, MARVIN E & CAROL R TR	633 CARLSTON AVE	OAKLAND	CA	94610
04702016	RAMOS CID, TOMAS	323 S STOCKTON ST	LODI	CA	95240
04702017	AGUILAR, ARTURO & A T	401 S STOCKTON ST	LODI	CA	95240
04702018	SALIM, MOHAMMAD & S	1812 W KETTLEMAN LN	LODI	CA	95242
04702019	DIN, SHOUKAT	413 S STOCKTON ST	LODI	CA	95240
04702020	REYNOLDS RANCHES PTP	33 E TOKAY ST	LODI	CA	95240
04702021	REYNOLDS RANCHES PTP	33 E TOKAY ST	LODI	CA	95240
04702022	REYNOLDS RANCHES PTP	33 E TOKAY ST	LODI	CA	95240
04702056	REYNOLDS RANCHES PTP	33 E TOKAY ST	LODI	CA	95240

04702057	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
04702058	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
04702063	JOHNSON, RODERICK L TR ETAL	9094 SHADY HOLLOW WAY	FAIR OAKS	CA	95628
04719101	H & M PROPERTY MANAGEMENT LLC	1250 EDGEWOOD DR	LODI	CA	94240
04719102	H & M PROPERTY MANAGEMENT LLC	1250 EDGEWOOD DR	LODI	CA	94240
04719103	GIANNONI, JOHN M JR & KERRY M	2960 APPLEWOOD DR	LODI	CA	95242
04719126	LEWIS, BLENDA	PO BOX 7	MURPHY	ID	83650
04719127	KHAN, YOUSAF ETAL	838 CORTEZ WAY	LODI	CA	95242
04719128	H & M PROPERTY MANAGEMENT LLC	1250 EDGEWOOD DR	LODI	CA	94240
04719201	LUNA, HENRY GONZALEZ TR	200 HILBORN ST	LODI	CA	95240
04719202	RADOTIC, PETE ETAL	15495 TECKLENBURG RD	LODI	CA	95240
04719203	LUNA, ARMANDINA	204 E HILBORN ST	LODI	CA	95240
04719204	HANSON, RICHARD W & FAY	908 W TURNER RD	LODI	CA	95242
04719205	CORTEZ, GUADALUPE	208 E HILBORN ST	LODI	CA	95240

### S/W corner of Cherokee Lane and Maple Street

APN	OWNER	ADDRESS	CITY	STATE	ZIP
04731301	KHAN, JUMMA ETAL	224 ACACIA ST	LODI	CA	95240
04731302	BHAKTA, HASMUKH M & RITA H	807 S CHEROKEE LN	LODI	CA	95240
04732309	BANKS, STEPHEN & CHRISTINE	516 1/2 E TOKAY ST	LODI	CA	95240
04732311	SCHLAHT, RICHARD & R	3148 MOUNT TAMALPAIS	ROSEVILLE	CA	95747

		DR			
04732403	HESS, IDA M TR	PO BOX 493	LODI	CA	95241
04732404	TELLEZ, ENRIQUE QUIROZ & AMPAR	519 MAPLE ST	LODI	CA	95240
04732405	JAFFER, MISSEL KHAN	521 MAPLE ST	LODI	CA	95240
04732406	KHAN, BANARAS	525 MAPLE ST	LODI	CA	95240
04732410	HESS, BEVERLY TR	PO BOX 35	LODI	CA	95241
04736001	CHATWOOD, SUSAN ETAL	524 E TOKAY ST	LODI	CA	95240
04736002	CHATWOOD, SUSAN ETAL	524 TOKAY ST	LODI	CA	95242
04736003	TRIOLO, RUSSELL & HELEN G TR	1827 EDGEWOOD DR	LODI	CA	95240
04736004	LIRA, JERRY	532 E TOKAY ST	LODI	CA	95240
04736005	VENABLE, VALERIE ANN	532 1/2 E TOKAY ST	LODI	CA	95240
04736006	CHAN, PETER & YUK MUI	701 S CHEROKEE LN	LODI	CA	95240
04737006	MILLER, GLORIA J	6511 VICKSBURG PL	STOCKTON	CA	95207
04737007	BONNIFIELD, PATRICIA L	4911 BUCKLEY COVE WAY	STOCKTON	CA	95219
04737008	HOLLADAY, PRISCILLA E TR	232 E LORETTA AVE	STOCKTON	CA	95207
04737009	KHAN, JUMMA ETAL	224 ACACIA ST	LODI	CA	95240
04737010	GONZALEZ, ISABEL	525 HAROLD ST	LODI	CA	95240
04737011	RIVAS, GERMAN MARTINEZ ETAL	2625 ETCHEVERRY DR	STOCKTON	CA	95212
04737012	KLUVER, GARY L	533A HAROLD ST	LODI	CA	95240
04737013	RALLENS, DANNY LEE	535 1/2 HAROLD ST	LODI	CA	95240
04737014	SICKLER, MATTHEW	535 HAROLD ST	LODI	CA	95240
04737015	GELSOMINI, SISTO C	1806 N WILSON WAY	STOCKTON	CA	95205
04737016	ARIOLA, DONALD BRADFORD TR	PO BOX 2617	LODI	CA	95241
04737017	BARAJAS,	2465 BARGE	STOCKTON	CA	95206

	JUAN J & MARIA C	CT			
04737018	BRUCE, SHEILA K	538 E HAROLD ST	LODI	CA	95240
04737019	MARTIN, RITA	532 E HAROLD ST	LODI	CA	95240
04737020	PATEL, GHANSHYAM A & MITA G ET	528 E HAROLD ST	LODI	CA	95240
04737021	GONZALEZ, VICENTE	524 HAROLD ST	LODI	CA	95240
04737022	DODSON, JOHNNY & ALLIE	520 HAROLD ST	LODI	CA	95240
04737023	GEORGE, MARK & ANNE	9855 E LIBERTY RD	GALT	CA	95632
04737026	CERVANTES, ADAN	512 HAROLD ST	LODI	CA	95240
04737031	KHAN, JUMMA & ARAB S	224 ACACIA ST	LODI	CA	95240
04742004	DANCER, BONNIE TRUSTEE	430 VALLEY AVE	LODI	CA	95240
04742013	ABU ARQOUB, MOHAMMAD	730 CHEROKEE LN	LODI	CA	95240
04742014	ABU ARQOUB, MOHAMMAD	730 CHEROKEE LN	LODI	CA	95240
04744001	IBARRA, RAMON LOZANO	249 ARGOS WAY	LODI	CA	95240
04744048	BADYAL, AMOLAK S ETAL	815 LLOYD ST	LODI	CA	95240
04744060	MARTINEZ, GUADALUPE R	809 LLOYD ST	LODI	CA	95240
04745003	BEST WESTERN ROYAL HOST INN LL	710 S CHEROKEE LN	LODI	CA	95240
04745027	GIANULIAS, CHRIS & PAULINE	3220 PROVINCE TOWN CT	MODESTO	CA	95355
04745028	NGUYEN, BINH N & HONG NGAN T	PO BOX 9367	STOCKTON	CA	95208

**S/E corner of Cherokee Lane and Hilborn Street**

APN	OWNER	ADDRESS	CITY	STATE	ZIP
04735305	PAREDES, HERIBERTO L & SYLVIA	19444 TAMI LN	WOODBIDGE	CA	95258
04735306	SANCHEZ, FRANCISCO	524 E LODI AVE	LODI	CA	95240

	& MELINDA				
04735307	FARRAGHER, PETER & M M ETAL	1036 YOKUTS CT	LODI	CA	95240
04735308	GUMS, LLOYD P & MILDRED J TR	731 BIRCHWOOD DR	LODI	CA	95240
04735309	WIEBE, LEONE B TR	1106 DEVINE DR	LODI	CA	95240
04735310	WIEBE, LEONE B TR	1106 DEVINE DR	LODI	CA	95240
04735311	AMERICAN USA HOMES LLC	4225 E HAMMER LN	STOCKTON	CA	95212
04735312	BAUER, VERNON & WILMA ETAL	2140 W WALNUT ST	LODI	CA	95242
04735313	GREGORY, THOMAS P ETAL	106 KENTFIELD CT	MARTINEZ	CA	94553
04735314	SHANDS, SAM L & THERESE ANN	525 HILBORN ST	LODI	CA	95240
04735315	BAEZ, JOSE LUIS & ANGELINA	526 E ELM ST	LODI	CA	95240
04735316	BAEZ, JOSE LUIS & ANGELINA	526 E ELM ST	LODI	CA	95240
04735317	OCHOA, JUDITH M	2509 GOLDFINCH DR	CEDAR PARK	TX	78613
04735408	HUNDLEY, DARREN E K & BEATRIZ	512 HILBORN ST	LODI	CA	95240
04735409	MENDOZA, HERLINDO	516 HILBORN ST	LODI	CA	95240
04735410	ESPINOZA, JOSE M & EMILIA	520 HILBORN ST	LODI	CA	95240
04735411	AHRENS, EARLE P TR	PO BOX 7689	STOCKTON	CA	95267
04735412	BAUMBACH, DALE R & PEGGY E TR	2886 STONEY CREEK CIR	ACAMPO	CA	95220
04735413	PEREZ, TELESFORA ETAL	532 HILBORN ST	LODI	CA	95240
04735414	RAMIREZ, ERASMO	536 HILBORN ST	LODI	CA	95240
04735415	NAHLA WARRA FAMILY TRUST	8809 HEATHERMIST WAY	ELK GROVE	CA	95624

04735432	LODI UNIFIED, SCHOOL DIST				00000
04735433	CHERIE COMMERCIAL LLC	1430 LORIMER WAY	ROSEVILLE	CA	95678
04745017	MIDWESTERN INVESTORS GROUP ETA	3941 PARK DR BLDG 20 SUITE 313	EL DORADO HILLS	CA	95762
04745018	MIDWESTERN INVESTORS GROUP ET	3941 PARK DR BLDG 20 SUITE 313	EL DORADO HILLS	CA	95762
04745030	PIC N SAVE INC OF CALIF	3336 E 32ND ST #217	TULSA	OK	74135
04745031	MIDWESTERN INVESTORS GROUP ET	3941 PARK DR BLDG 20 SUITE 313	EL DORADO HILLS	CA	95762
04745034	ANGELSPEED II LLC	1640 W SHAW AVE #107	FRESNO	CA	93711
04745035	OS LODI LLC	3333 BEVERLY RD B2-131A	HOFFMAN ESTATES	IL	60179
04746013	OKAZAKI, HARUKO TRUSTEE	2143 W ELM ST	LODI	CA	95240
04746014	OKAZAKI, HARUKO TRUSTEE	2143 W ELM ST	LODI	CA	95240
04746017	LODI UNIFIED, SCHOOL DIST				00000

**S/W corner of Cherokee Lane and Locust St.**

APN	OWNER	ADDRESS	CITY	STATE	ZIP
04318001	BERTOLONE, MICHAEL & MARIA C T	10010 SANTA TERESA BLVD	GILROY	CA	95020
04318002	BERTOLONE, MICHAEL & MARIA C T	10010 SANTA TERESA BLVD	GILROY	CA	95020
04318003	USA PETROLEUM CORP	905 RANCHO CONEJO BLVD	NEWBURY PARK	CA	91320
04318004	CASTRO, KARLA	540 E ELM ST	LODI	CA	95240
04318005	LERMA, PAUL V & GERALDINE	731 WILLOW GLEN DR	LODI	CA	95240
04319010	WONG, JASON & DALE	524 E LOCUST ST	LODI	CA	95240

04319011	VIRAMONTES, RAFAEL ETAL	PO BOX 1422	LOCKEFORD	CA	95237
04319012	JIMENEZ, PATRICIA	532 E LOCUST ST	LODI	CA	95240
04319013	VAZQUEZ, SANTIAGO	532 1/2 E LOCUST ST	LODI	CA	95240
04319014	VALENZUELA, CATARINO V TR	536 E LOCUST ST	LODI	CA	95240
04319015	GREGG, DARRYL E & RUTH L TR	811 YORK ST	LODI	CA	95240
04319016	THATER, LUZVIMINDA B	1313 E ACAMPO RD	ACAMPO	CA	95220
04319017	GREGG, DARRYL & RUTH	811 YORK ST	LODI	CA	95240
04319018	VIRAMONTES, RAFAEL ETAL	PO BOX 1422	LOCKEFORD	CA	95237
04319019	AHMAD, RIAZ & FAUZIA	1317 TYLER CT	WOODLAND	CA	95776
04319020	SCHLEISSNER, MARGARET ROSE	1510 W KETTLEMAN LN	LODI	CA	95242
04319021	KLINGER, ROBERT W & MAUREEN	PO BOX 99535	STOCKTON	CA	95209
04319022	BECERRA, RUBEN & XOCHITL	529 E ELM ST	LODI	CA	95240
04319023	ENSMINGER, ARTHUR & LORETTA TR	221 AUDUBON DR	LODI	CA	95240
04320209	WEGAT, HOWARD A JR & BARBARA T	23192 N DUSTIN RD	ACAMPO	CA	95220
04320210	PACIFIC GAS &, ELECTRIC CO				00000
04320211	KAPINIARIS, FRANK	PO BOX 341	VICTOR	CA	95253
04320214	PERLEGOS, PETE	15506 N CURRY AVE	LODI	CA	95240
04320215	PERLEGOS, GEORGE	15506 N CURRY RD	LODI	CA	95240
04320216	PERLEGOS, GEORGE	15506 N CURRY RD	LODI	CA	95240
04320217	GREY, LARRY L & K M	7479 BOBBIE WY	ROHNERT PARK	CA	94928
04320218	PAREDES, HERIBERTO L & SYLVIA	19444 TAMI LN	WOODBIDGE	CA	95258
04320228	LODI, CITY OF	CITY HALL	LODI	CA	95240
04321013	SINGH, JYOTI & SATBIR	216 N CHEROKEE	LODI	CA	95240

		LN			
04321017	SINGH, JYOTI S & SATBIR K	216 N CHEROKEE LN	LODI	CA	95240
04321019	GROSS, KEITH JR	814 W LOCUST ST	LODI	CA	95240
04321020	SUBLABAN, NASSER & GRISELDA	200 N CHEROKEE LN	LODI	CA	95240
04321021	SUBLABAN, NASSER	200 N CHEROKEE LN	LODI	CA	95240
04321027	SEMAS LIMITED PARTNERSHIP	1181 FORREST LAKE RD	ACAMPO	CA	95220
04321042	PATEL, KANU & URMILA	PO BOX 263	LODI	CA	95241
04321048	KNOX, DAVID G TR	633 E VICTOR RD	LODI	CA	95240
04321049	GARCIA, MARC E & TAMARA J	9831 TREETOP DR	STOCKTON	CA	95209
04321051	JSGS LEASING COMPANY	1700 W ANAHEIM ST	LONG BEACH	CA	90813
04321061	ANTHEUNISSE, ERIC R	110 N CHEROKEE LN	LODI	CA	95240
04321062	KFP LODI LLC	118 N CHEROKEE LN	LODI	CA	95240
04321065	GIANULIAS, CHRIS & PAULINE	3220 PROVINCE TOWNE CT	MODESTO	CA	95355

**S/W corner of Cherokee Lane and Maple St.**

APN	OWNER	ADDRESS	CITY	STATE	ZIP
04731301	KHAN, JUMMA ETAL	224 ACACIA ST	LODI	CA	95240
04731302	BHAKTA, HASMUKH M & RITA H	807 S CHEROKEE LN	LODI	CA	95240
04731303	PATEL, RAKESH & SMITA R	815 S CHEROKEE LANE	LODI	CA	95240
04731401	DEL TORO, ROBERTO	822 S GARFIELD ST	LODI	CA	95240
04731402	COLLINS, GARY	18995 SWEET WILLIAM	SONOMA	CA	95476
04731403	CANEPA, CAROL J TR	131 S ORANGE AVE	LODI	CA	95240
04731408	ORDINOLA, JOSE LUCIANO ETAL	8 S CRESCENT AVE	LODI	CA	95240

04732402	HORNING, HILDA ETAL	505 E MAPLE ST	LODI	CA	95240
04732403	HESS, IDA M TR	PO BOX 493	LODI	CA	95241
04732404	TELLEZ, ENRIQUE QUIROZ & AMPAR	519 MAPLE ST	LODI	CA	95240
04732405	JAFFER, MISSEL KHAN	521 MAPLE ST	LODI	CA	95240
04732406	KHAN, BANARAS	525 MAPLE ST	LODI	CA	95240
04732410	HESS, BEVERLY TR	PO BOX 35	LODI	CA	95241
04737017	BARAJAS, JUAN J & MARIA C	2465 BARGE CT	STOCKTON	CA	95206
04737018	BRUCE, SHEILA K	538 E HAROLD ST	LODI	CA	95240
04737019	MARTIN, RITA	532 E HAROLD ST	LODI	CA	95240
04737020	PATEL, GHANSHYAM A & MITA G ET	528 E HAROLD ST	LODI	CA	95240
04737021	GONZALEZ, VICENTE	524 HAROLD ST	LODI	CA	95240
04737022	DODSON, JOHNNY & ALLIE	520 HAROLD ST	LODI	CA	95240
04737023	GEORGE, MARK & ANNE	9855 E LIBERTY RD	GALT	CA	95632
04737026	CERVANTES, ADAN	512 HAROLD ST	LODI	CA	95240
04737027	PERIS, EMMANUEL & EKATERINI TR	508 HAROLD ST	LODI	CA	95240
04737029	GARDEA, LUIS	2201 MOUNTAIN RANCH RD	SAN ANDREAS	CA	95249
04737031	KHAN, JUMMA & ARAB S	224 ACACIA ST	LODI	CA	95240
04738001	JOHNSTON, CYNTHIA	915 COOPER CT	STOCKTON	CA	95210
04738002	ORTIZ, ARISTEO RUIZ	2124 FLORA ST	LODI	CA	95240
04738003	KHAN, MOHAMMAD & ISHRAT B	11605 E HWY 12	LOCKEFORD	CA	95237
04738004	CERVANTES, MARIO &	512 MAPLE ST	LODI	CA	95240

	MARIA				
04738005	BHAKTA, MANUBHAI M & TARAMATI	516 MAPLE ST	LODI	CA	95240
04738006	GARCIA, MARIANO A & D M	517 CHERRY ST	LODI	CA	95240
04738007	PEREZ, ANTONIO C & M G	515 CHERRY ST	LODI	CA	95240
04738008	ORTEGA, GUILLERMO & EMA ETAL	509 1/2 CHERRY ST	LODI	CA	95240
04738009	OCHOA, JOSE	820 S GARFIELD ST	LODI	CA	95240
04738010	CONTRERAS, ROBERTO	432 CHERRY ST	LODI	CA	95240
04738011	SHOAIB, MUHAMMAD & N	812 S GARFIELD ST	LODI	CA	95240
04742004	DANCER, BONNIE TRUSTEE	430 VALLEY AVE	LODI	CA	95240
04742005	CHANG, DONG H & MISEJA	820 S CHEROKEE LN	LODI	CA	95240
04742013	ABU ARQOUB, MOHAMMAD	730 CHEROKEE LN	LODI	CA	95240
04742014	ABU ARQOUB, MOHAMMAD	730 CHEROKEE LN	LODI	CA	95240
04744001	IBARRA, RAMON LOZANO	249 ARGOS WAY	LODI	CA	95240
04744042	VEGA, FRANK J & V C	851 LLOYD ST	LODI	CA	95240
04744043	CORNEJO, FELIPE ETAL	845 S LLOYD ST	LODI	CA	95240
04744044	WALLACE, MITCHEL & THERESA TR	4504 LIN GATE ST	PLEASANTON	CA	94566
04744045	ALCANTARA, LEONARDO JR	833 LLOYD ST	LODI	CA	95240
04744046	NAEEM, KHAN	827 LLOYD ST	LODI	CA	95240
04744047	CLAUSEN, DONALD E & ELIZABETH	620 W LOCUST ST	LODI	CA	95240
04744048	BADYAL, AMOLAK S ETAL	815 LLOYD ST	LODI	CA	95240

04744060	MARTINEZ, GUADALUPE R	809 LLOYD ST	LODI	CA	95240
04745027	GIANULIAS, CHRIS & PAULINE	3220 PROVINCE TOWN CT	MODESTO	CA	95355

### S/W corner of Main St. and Walnut Ave

APN	OWNER	ADDRESS	CITY	STATE	ZIP
04304704	BARBERA PACKING CO	P O BOX 789	LODI	CA	95241
04304707	LODI CITY OF	PO BOX 3006	LODI	CA	95241
04304709	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
04304801	JACKSON, THOMAS L TR ETAL	22468 CUPERTINO RD	CUPERTINO	CA	95014
04304802	BECKMAN, CHARLES M TR ETAL	850 E KETTLEMAN LN	LODI	CA	95240
04304803	BECKMAN, CHARLES M TR ETAL	850 E KETTLEMAN LN	LODI	CA	95240
04304804	ROSEMARIE REALTY INC PSP	1 N CHEROKEE LN	LODI	CA	95240
04304805	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
04306101	CHERRY EXPORT LEASING CO	PO BOX 877	LODI	CA	95241
04306102	PETERSEN, JOSEPH P & JEANNETTE	14090 N ALPINE RD	LODI	CA	95240
04306103	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
04306209	WEST, LETICIA LEONOR	262 BENSON DR	LODI	CA	95242
04306211	KOEHLER, JOYCE H	115 E WALNUT	LODI	CA	95240
04306216	HARRIS, GREGORY C & PATTI A TR	PO BOX 2763	LODI	CA	95241
04306217	CLARK, ALBERT & ROBBIE	530 N CROSS	LODI	CA	95242

04306301	BARBEE, ROBERT E & NYLENE A	131 RIDGE DR	LODI	CA	95240
04306302	FASZER, DONALD R TRS ETAL	636 DAISY AVE	LODI	CA	95240
04306303	MORALES, ELVIRA	112 E WALNUT ST	LODI	CA	95240
04306304	RANCHHOD, MAHESH	4225 E HAMMER LN	STOCKTON	CA	95212
04306308	OLSON, REX IN TRUST	478 SANDSTONE CT	WOODBIDGE	CA	95258
04306309	OLSON, EDWARD & E TRS	1306 BURGUNDY CT	LODI	CA	95240
04306803	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179
04702007	REILLY, KELLY F	5942 ST ANDREWS DR	STOCKTON	CA	95219
04702008	OCHOA, FIDEL	12443 N HWY 88	LODI	CA	95240
04702009	BONOTTO, R & G COTRS ETL	3294 W SARGENT RD	LODI	CA	95240
04702058	UNION PACIFIC RAILROAD COMPANY	1416 DODGE ST ROOM 830	OMAHA	NE	68179



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Public Hearing to Consider Resolutions Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2007/08, and Ordering the Levy and Collection of Assessments

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Conduct a public hearing to consider resolutions adopting the Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2007/08, and ordering the levy and collection of assessments.

**BACKGROUND INFORMATION:** Over the past four years, the City Council has formed a total of thirteen zones of the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 (District). The scope of maintenance activities funded by the District include 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, 2007/08 Annual Engineer's Report (Report).

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.

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.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by F. Wally Sandelin, City Engineer  
RCP/FWS/pmf  
Attachment

cc: City Attorney  
Streets & Drainage Manager

Parks and Recreation Director  
NBS - Nick Dayhoff

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

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING AND/OR APPROVING THE FINAL ENGINEER'S ANNUAL LEVY REPORT FOR THE LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, FISCAL YEAR 2007/08

=====

WHEREAS, the City Council, pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the "Act") did by previous Resolution, order the Engineer, NBS Government Finance Group DBA NBS (hereafter referred to as "NBS"), to prepare and file a report in accordance with *Chapter 1 Article 4 of the Act, commencing with Section 22565*, in connection with the proposed levy and collection of assessments for the District known and designated as the Lodi Consolidated Landscape Maintenance District No. 2003-1 (hereafter referred to as the "District"), for the fiscal year commencing July 1, 2007 and ending June 30, 2008; and,

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of Lodi and the City Clerk has presented to the City Council such report entitled "Final Engineer's Annual Levy Report, Lodi Consolidated Landscape Maintenance District No. 2003-1, Fiscal Year 2007/08" (hereafter referred to as the "Report"); and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and finds that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report;

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1. That City Council hereby approves the Report as filed.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, FISCAL YEAR 2007/08

=====

WHEREAS, the City Council has, by previous Resolutions initiated proceedings, and approved the Final Engineer’s Annual Levy Report (hereafter referred to as the “Report”) as presented or amended which described the assessments against parcels of land within the Lodi Consolidated Landscape Maintenance District No. 2003-1 (hereafter referred to as the “District”) for the fiscal year commencing July 1, 2007 and ending June 30, 2008; pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the “Act”) to pay the costs and expenses of operating, maintaining and servicing the improvements located within the District; and,

WHEREAS, The Engineer, NBS Government Finance Group DBA NBS (hereafter referred to as “NBS”), selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a Report in connection with the proposed levy and collection upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and,

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2007 and ending June 30, 2008, to pay the costs and expenses of operating, maintaining and servicing the improvements within the District; and,

WHEREAS, the assessments are in compliance with all laws pertaining to the levy of the landscape maintenance district assessments, and the assessments are levied without regard to property valuation, and the assessments are in compliance with the provisions of Prop 218;

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1. Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution Approving and or Amending the Final Engineer’s Annual Levy Report prepared in connection therewith; the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

Section 2. Based upon its review (and amendments, as applicable) of the Final Engineer’s Annual Levy Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

- i) The land within the District will receive special benefit by the operation, maintenance, and servicing of landscaping, lighting, and appurtenant facilities within the boundaries of the District.
- ii) The District includes all of the lands receiving such special benefit.
- iii) The net amount to be assessed upon the lands within the District in accordance with the costs for the fiscal year commencing July 1, 2007 and ending June 30, 2008 is apportioned by a formula and method which fairly distributes the net

amount among all eligible parcels in proportion to the estimated special benefit to be received by each parcel from the improvements and services.

Section 3. The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 4. The City Council hereby orders the proposed improvement services be performed. The improvements within the District may include, but are not limited to: street parkway trees, public park land, plants and trees, landscaping, irrigation and drainage systems, maintenance of pedestrian walkways, graffiti removal, maintenance and rebuilding of masonry walls, 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.

Section 5. The maintenance, operation and servicing of the landscaping and shall be performed pursuant to the Act and the County Auditor of the County of San Joaquin shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 6. The City Treasurer shall deposit all money representing assessments collected by the County of San Joaquin for the District to the credit of a fund for the Lodi Consolidated Landscape Maintenance District No. 2003-1, and such money shall be expended only for the maintenance, operation and servicing of the landscaping, lighting and appurtenant facilities as described in Section 4.

Section 7. The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2007 and ending June 30, 2008.

Section 8. The City Clerk is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

Section 9. A certified copy of the levy shall be filed in the office of the City Clerk and open for public inspection.

Dated: July 18, 2007

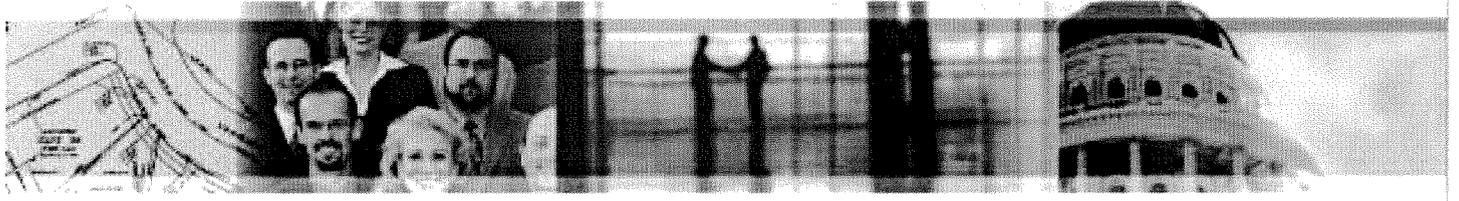
=====

I hereby certify that Resolution No. 2007-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_



**City of Lodi**

**Consolidated Landscape Maintenance  
Assessment District No. 2003-1**

**2007/08 Final Engineer's Report**

**July 18, 2007**

*Prepared by*

**N | B | S**

Corporate Office  
32605 Highway 79 South, Suite 100  
Temecula, CA 92592  
(800) 676-7516 phone  
(951) 296-1998 fax

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**CITY OF LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICT NO. 2003-1**

**221 W. Pine Street  
Lodi, California 95240  
Phone - (209) 333-6706  
Fax - (209) 333-6710**

---

**CITY COUNCIL**

Bob Johnson, Mayor

Joanne Mounce, Mayor Pro Tempore

Larry D. Hansen, Council Member

Susan Hitchcock, Council Member

Phil Katzakian, Council Member

**CITY STAFF**

Blair King, City Manager

James Krueger, Deputy City Manager

Randi Johl, City Clerk

D. Stephen Schwabauer, City Attorney

Richard Prima, Public Works Director

Wally Sandelin, City Engineer

**N | B | S**

Greg Davidson, Client Services Director

Rick Clark, Project Manager

Nick Dayhoff, Financial Analyst

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# 1. ENGINEER'S LETTER

**WHEREAS**, the City Council of the City of Lodi (the "City"), State of California, directed NBS Government Finance Group, DBA NBS ("NBS") to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City of Lodi Consolidated Maintenance Assessment District No. 2003-1 (or the "District") for Fiscal Year 2007/08. 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 the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received;

**NOW THEREFORE**, the following assessment is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

## SUMMARY OF ASSESSMENT

Description	As Preliminarily Approved	As Confirmed by Council
<b>Almondwood Estates - Zone 1 Levy</b>	\$25,532.32	\$25,532.32
Zone 1 Dwelling Unit Equivalents	74	74
Assessment Per DUE	<b>\$345.02</b>	<b>\$345.02</b>
<b>Century Meadows One - Zone 2 Levy</b>	\$39,807.50	\$39,807.50
Zone 2 Dwelling Unit Equivalents	133	133
Assessment Per DUE	<b>\$299.30</b>	<b>\$299.30</b>
<b>Millsbridge II - Zone 3 Levy</b>	\$8,669.73	\$8,669.73
Zone 3 Dwelling Unit Equivalents	40	40
Assessment Per DUE	<b>\$216.74</b>	<b>\$216.74</b>
<b>Almond North - Zone 4 Levy</b>	\$8,377.13	\$8,377.13
Zone 4 Dwelling Unit Equivalents	34	34
Assessment Per DUE	<b>\$246.38</b>	<b>\$246.38</b>
<b>Legacy I, II and Kirst Estates - Zone 5 Levy</b>	\$59,140.93	\$59,140.93
Zone 5 Dwelling Unit Equivalents	223	223
Assessment Per DUE	<b>\$265.20</b>	<b>\$265.20</b>
<b>The Villas - Zone 6 Levy</b>	\$32,593.14	\$32,593.14
Zone 6 Dwelling Unit Equivalents	80	80
Assessment Per DUE	<b>\$407.40</b>	<b>\$407.40</b>
<b>Woodlake Meadow - Zone 7 Levy</b>	\$850.03	\$850.03
Zone 7 Dwelling Unit Equivalents	5	5
Assessment Per DUE	<b>\$170.00</b>	<b>\$170.00</b>

\*Where applicable, the actual parcel levy will be rounded to an even amount for County tax roll purposes.

**SUMMARY OF ASSESSMENT (continued)**

Description	As Preliminarily Approved	As Confirmed by Council
<b>Vintage Oaks - Zone 8 Levy</b>	\$7,420.26	\$7,420.26
Zone 8 Dwelling Unit Equivalents	17	17
Assessment Per DUE	<b>\$436.48</b>	<b>\$436.48</b>
<b>Interlake Square - Zone 9 Levy</b>	\$1,930.99	\$1,930.99
Zone 9 Dwelling Unit Equivalents	11	11
Assessment Per DUE	<b>\$175.54</b>	<b>\$175.54</b>
<b>Lakeshore Properties - Zone 10 Levy</b>	\$970.09	\$970.09
Zone 10 Dwelling Unit Equivalents	7	7
Assessment Per DUE	<b>\$138.58</b>	<b>\$138.58</b>
<b>Tate Property - Zone 11 Levy</b>	\$1,811.92	\$1,811.92
Zone 11 Dwelling Unit Equivalents	7	7
Assessment Per DUE	<b>\$258.84</b>	<b>\$258.84</b>
<b>Winchester Woods - Zone 12 Levy</b>	\$1,091.53	\$1,091.53
Zone 12 Dwelling Unit Equivalents	8	8
Assessment Per DUE	<b>\$136.44</b>	<b>\$136.44</b>
<b>Guild Avenue Industrial - Zone 13 Levy</b>	5,313.44	5,313.44
Zone 13 Dwelling Unit Equivalents	94.06	94.06
Assessment Per DUE	<b>\$56.49</b>	<b>\$56.49</b>

\*Where applicable, the actual parcel levy will be rounded to an even amount for County tax roll purposes.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared and computed in accordance with the order of the City Council of the City of Lodi.

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

Date: June 20, 2007



Seal

## **2. OVERVIEW**

### **2.1 Introduction**

---

The City of Lodi ("City") proposes to levy special benefit assessments for the Lodi Consolidated Maintenance Assessment District No. 2003-1 ("District") for Fiscal Year 2006/07. The City currently has consolidated thirteen landscape maintenance districts into a single district, the "Lodi Consolidated Maintenance Assessment District No. 2003-1". In response to the provisions of the California Constitution Article XIII C and XIII D (Proposition 218), in 2003 a separate Engineer's Report was prepared for each of the first two Zones (Zones 1 and 2) of the Lodi Consolidated Maintenance Assessment District. The City conducted property owner balloting proceedings for the assessments in Fiscal Year 2004/05. After approval of the assessment by the property owners, the City began to levy and collect special assessments on the County tax rolls to provide continued funding for the costs and expenses required for maintenance of the improvements within the District. In 2004 a separate Engineer's Report was prepared for each of the next five Zones (Zones 3 thru 7) of the Lodi Consolidated Landscape Maintenance Assessment District. The City conducted property owner balloting proceedings for Zones 3 and 4 for the assessments in Fiscal Year 2004/05 and the City conducted property owner balloting proceedings for Zones 5 through 7 in Fiscal Year 2005/06. After approval of the assessment by the property owners, the City began to levy and collect special assessments on the County tax rolls to provide continued funding for the costs and expenses required for maintenance of the improvements within the expanded District. In 2005 a separate Engineer's Report was prepared for (Zones 8 thru 12) of the Lodi Consolidated Landscape Maintenance Assessment District. The City conducted property owner balloting proceedings for Zones 8 through 12 for the assessments in Fiscal Year 2005/06. In 2007, an Engineer's Report was prepared for Zone 13 of the Lodi Consolidated Landscape maintenance Assessment District. The City conducted property owner balloting proceedings for Zone 13 of the assessments in Fiscal Year 2007/08. Following approval of the assessment by the property owners, the City will now levy and collect special assessments on the County tax rolls to provide continued funding for the costs and expenses required for maintenance of the improvements within the District. The District is levied pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the Act), and in compliance with the substantive and procedural requirements of the California Constitution Article XIII D.

This Engineer's Report ("Report") describes the District and assessments to be levied against properties within the District for Fiscal Year 2007/08. The assessments described herein are based on the estimated cost to operate, to service and to maintain improvements that will provide a direct and special benefit to properties within the District. All improvements to be operated, serviced and maintained through annual assessments were constructed and installed in connection with the development or for the benefit of these properties. The annual costs and assessments described herein include all estimated direct expenditures, incidental expenses, deficits, surpluses, revenues, and reserves associated with the maintenance and servicing of the improvements.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Number by the County of San Joaquin Assessor's Office. The County of San Joaquin Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

At a noticed Public Hearing, the City Council considered all public comments and written protests presented. Upon conclusion of the Public Hearing, the City Council determined that no valid protest existed. By resolution, the City Council approved the Engineer's Report as submitted or amended (amendments may not increase the assessments approved by the property owners). Following approval of the Report, the City Council, by resolution, confirmed the assessments and ordered the

levy and collection of assessments pursuant to the Act. The assessments as approved will be submitted to the San Joaquin County Auditor/Controller to be included on the property tax roll for each parcel for Fiscal Year 2007/08.

## ***2.2 Effect of Proposition 218***

---

On November 5, 1996, California voters approved proposition 218 by a margin of 56.5% to 43.5%. The provisions of the Proposition, now California Articles XIII C and XIII D, add substantive and procedural requirements to assessments, which affect the City of Lodi landscape maintenance assessments.

The proposed assessments for the City of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2007/08 are not proposed to increase over the annual rate escalation factor of the annual San Francisco Bay Area C.P.I. or 5%, which ever is greater, which was approved by property owners following the assessment balloting procedures set forth in Section 4 SEC. 4 of the Proposition.

## **3. PLANS AND SPECIFICATIONS**

### **3.1 Description of Facilities for Zone 1**

---

Zone 1 is comprised of the Almondwood Estates Subdivision; the facilities within Zone 1 of the District that will be operated, serviced, maintained and improved 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 District 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 of Lodi.

Zone 1 includes 74 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Almondwood Estates Zone 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 Almondwood Estates Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

### **3.2 Description of Facilities for Zone 2**

---

Zone 2 is comprised of Century Meadows One (Units 2 and 3) the facilities within Zone 2 of the District that will be operated, serviced, maintained and improved 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 District 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 of Lodi.

Zone 2 includes 133 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Century Meadows One Zone 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 Century Meadows One Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

### **3.3 Description of Facilities for Zone 3**

---

Zone 3 is comprised of Millsbridge II; the facilities within Zone 3 of the District that will be operated, serviced, maintained and improved are generally described as follows:

- A. Street parkway trees located within the public street within the District 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 27-lot residential development and 5 adjacent parcels (which, when subdivided, will equal 13 Dwelling Unit Equivalents) located in the southwestern portion of the City of Lodi.

Zone 3 includes 40 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Millsbridge II Zone 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 Millsbridge II Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

### **3.4 Description of Facilities for Zone 4**

---

Zone 4 is comprised of the Almond North Zone; the facilities within Zone 4 of the District that will be operated, serviced, maintained and improved are generally described as follows:

- A. Street parkway trees located within the public street within the District 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 of Lodi.

Zone 4 includes a maximum of 34 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Almond North Zone 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 Almond North Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

### **3.5 Description of Facilities for Zone 5**

---

Zone 5 is comprised of Legacy Estates I, Legacy Estates II and Kirst Estates; the facilities within Legacy Estates I of Zone 5 of the District that will be operated, serviced, maintained and improved 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 District 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 facilities within Legacy Estates II of Zone 5, of the District, that will be operated, serviced, maintained and improved 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 District 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, of the District, that will be operated, serviced, maintained and improved are generally described as follows:

- A. Street parkway trees located within the public street within the District 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 of Lodi. 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 of Lodi and will be incorporated into this report by reference.

### **3.6 Description of Facilities for Zone 6**

---

Zone 6 is comprised of the Villas; the facilities within Zone 6 of the District that will be operated serviced, maintained and improved 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 District 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 of Lodi.

Zone 6 includes 80 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for The Villas 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 of Lodi and will be incorporated into this report by reference.

### **3.7 Description of Facilities for Zone 7**

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Zone 7 is comprised of Woodlake Meadow; the facilities within Zone 7 of the District that will be operated, serviced, maintained and improved 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 of Lodi.

Zone 7 includes 5 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Woodlake Meadow Zone 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 Woodlake Meadow Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

All of the preceding special benefits contribute to a specific enhancement and desirability to each of the assessed parcels within the District/Zone, and thereby provide a special enhancement of property values.

### **3.8 Description of Facilities for Zone 8**

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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 of the District that will be operated, serviced, maintained and improved 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 District Zone 8 boundary.
- C. Street parkway trees located within the public street (Vintage Oaks Court) within the District 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 the Vintage Oaks Zone 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 Vintage Oaks Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

All of the preceding special benefits contribute to a specific enhancement and desirability to each of the assessed parcels within the District/Zone, and thereby provide a special enhancement of property values.

### **3.9 Description of Facilities for Zone 9**

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Zone 9 is comprised of the Interlake Square subdivision; the facilities within Zone 9 of the District that will be operated, serviced, maintained and improved are generally described as follows:

- A. Street parkway trees located within the public rights-of-way of School Street and Park Street within the District 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 the Interlake Square Zone 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 Interlake Square Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

All of the preceding special benefits contribute to a specific enhancement and desirability to each of the assessed parcels within the District/Zone, and thereby provide a special enhancement of property values.

### ***3.10 Description of Facilities for Zone 10***

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Zone 10 is comprised of the Lakeshore Properties subdivision; the facilities within Zone 10 of the District that will be operated, serviced, maintained and improved 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 of Lodi.

Zone 10 includes 7 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Lakeshore Properties Zone 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 Lakeshore Properties Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

All of the preceding special benefits contribute to a specific enhancement and desirability to each of the assessed parcels within the District/Zone, and thereby provide a special enhancement of property values.

### ***3.11 Description of Facilities for Zone 11***

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Zone 11 is comprised of the Tate Property development; the facilities within Zone 11 of the District that will be operated, serviced, maintained and improved 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 District 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 of Lodi.

Zone 11 includes 7 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Tate Property Zone 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 Tate Property Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

All of the preceding special benefits contribute to a specific enhancement and desirability to each of the assessed parcels within the District/Zone, and thereby provide a special enhancement of property values.

### ***3.12 Description of Facilities for Zone 12***

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Zone 12 is comprised of the Winchester Woods subdivision; the facilities within Zone 12 of the District that will be operated, serviced, maintained and improved 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 of Lodi.

Zone 12 includes 8 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Winchester Woods Zone 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 Winchester Woods Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

All of the preceding special benefits contribute to a specific enhancement and desirability to each of the assessed parcels within the District/Zone, and thereby provide a special enhancement of property values.

***During the installation period for each Zone within the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, the installer of the improvements will maintain the new improvements until the following June 30, or such time as funds are available for maintenance, at which time the new areas shall be incorporated into the areas already being maintained by the District.***

### **3.13 Description of Facilities for Zone 13**

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Zone 13 (Guild Avenue Industrial) is comprised of 8 industrial parcels; the facilities within Zone 13 of the Lodi Consolidated Landscape Maintenance District No. 2003-1 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 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 95.28 Dwelling Unit Equivalents (DUE).

In compliance with Proposition 218, an Assessment Ballot procedure for the Guild Avenue Industrial Zone 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 Guild Avenue Industrial Zone shall be filed with the City of Lodi and will be incorporated into this report by reference.

All of the preceding special benefits contribute to a specific enhancement and desirability to each of the assessed parcels within the District/Zone, and thereby provide a special enhancement of property values.

***During the installation period for each Zone within the Lodi Consolidated Landscape Maintenance District No. 2003-1, the installer of the improvements will maintain the new improvements until the following June 30, or such time as funds are available for maintenance, at which time the new areas shall be incorporated into the areas already being maintained by the District.***

## **4. METHOD OF APPORTIONMENT**

### **4.1 Method of Apportionment**

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Pursuant to the 1972 Act the costs (assessments) of the District 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 annual assessments outlined in the Budget section of this Report are proposed to cover the estimated costs to provide all necessary service, operation, administration and maintenance within the District, by Zone. It has been determined that each assessable parcel within the District receives proportional special benefits from the improvements. All improvements to be maintained and funded through annual assessments were constructed and installed in connection with the development of properties within the District, and each parcel's close and relatively similar proximity to the improvements makes each parcel's special benefit from the improvements similar and proportionate. All the lots and parcels that receive special benefit from the improvements are included within the District.

#### **SPECIAL BENEFITS**

The method of apportionment (method of assessment) 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, by Zone, in Section 3 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 properties within the District and Zones. 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 District/Zone 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 calculation of assessments and is defined as one (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 commercial or office parcels, and multiple-residential (greater than 3 units) parcels, a Benefit Unit Factor (BUF) is assigned to each property type. This BUF multiplied by the

parcel's specific acreage determines the parcel's specific DUE. For those commercial or office parcels that are less than 7.5 acres, the corresponding BUF is multiplied by a minimum acreage of 7.5 acres. For those non-residential parcels that are greater than 15.00 acres the corresponding BUF is multiplied by a maximum of 15.00 acres. To determine the dueF for industrial parcels, a Benefit Unit Factor (BUF) is assigned to each property type. This BUF multiplied by the parcel's specific acreage determines the parcel's specific dueF. Industrial parcels have been assigned a BUF of 4.00 per acre. The following table provides a listing of the various land use types and the corresponding BUF used to calculate a parcel's dueF and proportionate benefit:

## 4.2 Land Use Benefit Factors

PROPERTY TYPE LAND USE	ASSIGNED BENEFIT UNIT FACTOR
Single Family Residential	1.00 per Unit
Multiple Family Residential (duplex)	2.00 per Unit
Multiple Family Residential (greater than 3 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 Acres	1.25 per Acre
Industrial	4.00 per Acre
Exempt	0.00
Other Uses	The DUE Will Be Established As Required

**Exempt** – Certain parcels, by reason 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 noted previously, the District is divided into Zones. These Zones encompass specific developments where the properties receive a direct and special benefit from the operation, service and maintenance of those improvements. The basis of benefit and proportionate assessment for all properties 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 assessments for each Zone is as follows:

$$\text{Total Balance to Levy} / \text{Total DUEs} = \text{Levy per DUE (Levy Rate)}$$

$$\text{Parcel's DUEs} \times \text{Levy per DUE (Levy Rate)} = \text{Parcel Levy Amount}$$

### 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 and Fiscal Year 2007/08, 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 (levy per unit or rate) 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 (Fiscal Year 2004/05, Fiscal Year 2005/06 and Fiscal Year 2008/09, 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 Consumer Price Index (CPI).

Each year the annual increase in the CPI shall be computed. The increase in CPI is the percentage difference between the CPI of December, 2006 and the CPI for the previous December as provided and established by the Bureau of Labor Statistics (FY 2007/08 CPI increase is 3.44%). This percentage difference (annual difference) shall then establish the allowed increase based on CPI. The Consumer Price Index used shall be based on the CPI established by the Bureau of Labor Statistics for 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 City 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 levy unit) 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. 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%).

### Examples of Percentage Increases

Example	CPI Calculated Percentage Increase	Standard 5% Increase	Maximum % Increase Without Re-Balloting	Prior Years Maximum Rate Per DUE	Allowed Adjustment Per DUE	Allowed New Maximum Rate Per DUE
1	5.25%	5.00%	5.25%	\$403.00	21.16	\$424.16
2	3.44%	5.00%	5.00%	\$403.00	20.15	\$423.15

As previously illustrated, the Maximum Assessment will be recalculated and adjusted annually. However, the City Council may reduce or freeze the Maximum Assessment at any time by amending the Engineer's Annual 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 does 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. To impose an increased assessment the City 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 City Council may not levy an assessment greater than the adjusted Maximum Assessment previously established for the District.

## **5. ESTIMATE OF COSTS**

### **5.1 Description of Budget Items**

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The following items make up the Estimate of Costs used in determining the Annual Assessments of the District. The specific Zones within the District are shown in Section 3 of this Report. 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 cost of labor necessary for 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 District personnel to perform maintenance duties within the District.

*Contract Maintenance* – The estimated cost to perform contracted maintenance duties within the District.

*Consultants* – 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 Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500, allows the District assessments to "...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 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 Parcels* – Represents the total number of parcels physically within the District/Zone boundaries.

*Total Dwelling Unit Equivalent* – Dwelling Unit Equivalent (DUE) is a numeric value calculated for each parcel based on the parcel's land use. The DUE shown in the District/Zone budget represents the sum total of all parcels' DUE that receive benefit from the improvements. Refer to Section III for a more complete description of DUE.

*Levy per DUE* – This amount represents the rate being applied to each parcel's individual DUE. The Levy 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 District Budget

### Zone 1 – Almondwood Estates Budget

ACCOUNT DESCRIPTION	MAXIMUM ASSESSMENT	2007/08 BUDGET
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$8,029.00
MASONRY BLOCK WALLS:		500.00
STREET TREES:		2,436.39
PARK MAINTENANCE:		8,422.93
ADMINISTRATION COSTS:		3,644.00
<b>BUDGET TOTAL</b>		<b>\$23,032.32</b>
<b>CONTRIBUTION FROM RESERVES:</b>		\$0.00
<b>CONTRIBUTION TO RESERVES:</b>		<b><u>\$2,500.00</u></b>
<b>BALANCE TO LEVY:</b>	<b>\$34,521.88</b>	<b>\$25,532.32</b>

### Zone 2 – Century Meadows One Budget

ACCOUNT DESCRIPTION	MAXIMUM ASSESSMENT	2007/08 BUDGET
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$9,451.00
MASONRY BLOCK WALLS:		500.00
STREET TREES:		6,343.00
PARK MAINTENANCE:		15,138.50
ADMINISTRATION COSTS:		4,875.00
<b>BUDGET TOTAL</b>		<b>\$36,307.50</b>
<b>CONTRIBUTION FROM RESERVES:</b>		\$0.00
<b>CONTRIBUTION TO RESERVES:</b>		<b><u>3,500.00</u></b>
<b>BALANCE TO LEVY:</b>	<b>\$46,958.41</b>	<b>\$39,807.50.</b>

### Zone 3 – Millsbridge II Budget

ACCOUNT DESCRIPTION	MAXIMUM ASSESSMENT	2007/08 BUDGET
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$652.52
MASONRY BLOCK WALLS:		0.00
STREET TREES:		1,323.21
PARK MAINTENANCE:		4,702.00
ADMINISTRATION COSTS:		1,692.00
<b>BUDGET TOTAL</b>		<b>\$8,369.73</b>
<b>CONTRIBUTION FROM RESERVES:</b>		\$0.00
<b>CONTRIBUTION TO RESERVES:</b>		<b><u>500.00</u></b>
<b>BALANCE TO LEVY:</b>	<b>\$14,208.36</b>	<b>\$8,869.73</b>

### Zone 4 – Almond North Budget

ACCOUNT DESCRIPTION	MAXIMUM ASSESSMENT	2007/08 BUDGET
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$1,433.00
MASONRY BLOCK WALLS:		0.00
STREET TREES:		882.14
PARK MAINTENANCE:		3,869.99
ADMINISTRATION COSTS:		1,692.00
<b>BUDGET TOTAL</b>		<b>\$7,877.13</b>
<b>CONTRIBUTION FROM RESERVES:</b>		\$0.00
<b>CONTRIBUTION TO RESERVES:</b>		<b><u>\$500.00</u></b>
<b>BALANCE TO LEVY:</b>	<b>\$12,712.80</b>	<b>\$8,377.13</b>

**Zone 5 – Legacy I, Legacy II & Kirst Estates Budget**

<b>ACCOUNT DESCRIPTION</b>	<b>MAXIMUM ASSESSMENT</b>	<b>2007/08 BUDGET</b>
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$13,665.00
MASONRY BLOCK WALLS:		500.00
STREET TREES:		8,443.33
PARK MAINTENANCE:		25,382.60
ADMINISTRATION COSTS:		7,650.00
<b>BUDGET TOTAL</b>		<b>\$55,640.93</b>
<b>CONTRIBUTION FROM RESERVES:</b>		0.00
<b>CONTRIBUTION TO RESERVES:</b>		<b><u>\$3,500.00</u></b>
<b>BALANCE TO LEVY:</b>	<b>\$59,374.59</b>	<b>\$59,140.93</b>

**Zone 6 – The Villas Budget**

<b>ACCOUNT DESCRIPTION</b>	<b>MAXIMUM ASSESSMENT</b>	<b>2007/08 BUDGET</b>
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$13,238.00
MASONRY BLOCK WALLS:		800.00
STREET TREES:		1,680.27
PARK MAINTENANCE:		9,105.87
ADMINISTRATION COSTS:		3,769.00
<b>BUDGET TOTAL</b>		<b>\$28,593.14</b>
<b>CONTRIBUTION FROM RESERVES:</b>		\$0.00
<b>CONTRIBUTION TO RESERVES:</b>		<b><u>\$4,000.00</u></b>
<b>BALANCE TO LEVY:</b>	<b>\$48,527.64</b>	<b>\$32,593.14</b>

### Zone 7 – Woodlake Meadow Budget

ACCOUNT DESCRIPTION	MAXIMUM ASSESSMENT	2007/08 BUDGET
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$56.91
MASONRY BLOCK WALLS:		0.00
STREET TREES:		0.00
PARK MAINTENANCE:		569.12
ADMINISTRATION COSTS:		224.00
<b>BUDGET TOTAL</b>		<b>\$850.03</b>
<b>CONTRIBUTION FROM RESERVES:</b>		\$0.00
<b>CONTRIBUTION TO RESERVES:</b>		<u>0.00</u>
<b>BALANCE TO LEVY:</b>	<b>\$1,001.33</b>	<b>\$850.03</b>

### Zone 8 – Vintage Oaks Budget

ACCOUNT DESCRIPTION	MAXIMUM ASSESSMENT	2007/08 BUDGET
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$3,352.00
MASONRY BLOCK WALLS:		300.00
STREET TREES:		483.08
PARK MAINTENANCE:		1,583.18
ADMINISTRATION COSTS:		<u>702.00</u>
<b>BUDGET TOTAL</b>		<b>\$6,420.26</b>
<b>CONTRIBUTION FROM RESERVES:</b>		\$0.00
<b>CONTRIBUTION TO RESERVES:</b>		<u>1,000.00</u>
<b>BALANCE TO LEVY:</b>	<b>\$7,438.20</b>	<b>\$7,420.26</b>

### Zone 9 – Interlake Square

ACCOUNT DESCRIPTION	MAXIMUM ASSESSMENT	2007/08 BUDGET
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$125.54
MASONRY BLOCK WALLS:		0.00
STREET TREES:		231.04
PARK MAINTENANCE:		1,024.41
ADMINISTRATION COSTS:		<u>550.00</u>
<b>BUDGET TOTAL</b>		<b>\$1,930.99</b>
<b>CONTRIBUTION FROM RESERVES:</b>		<b>\$0.00</b>
<b>CONTRIBUTION TO RESERVES:</b>		<u><b>0.00</b></u>
<b>BALANCE TO LEVY:</b>	<b>\$2,291.10</b>	<b>\$1,930.99</b>

### Zone 10 – Lakeshore Properties Budget

ACCOUNT DESCRIPTION	MAXIMUM ASSESSMENT	2007/08 BUDGET
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$65.19
MASONRY BLOCK WALLS:		0.00
STREET TREES:		0.00
PARK MAINTENANCE:		651.90
ADMINISTRATION COSTS:		<u>253.00</u>
<b>BUDGET TOTAL</b>		<b>\$970.09</b>
<b>CONTRIBUTION FROM RESERVES:</b>		<b>\$0.00</b>
<b>CONTRIBUTION TO RESERVES:</b>		<u><b>0.00</b></u>
<b>BALANCE TO LEVY:</b>	<b>\$1,224.30</b>	<b>\$970.09</b>

**Zone 11 – Tate Property Budget**

<b>ACCOUNT DESCRIPTION</b>	<b>MAXIMUM ASSESSMENT</b>	<b>2007/08 BUDGET</b>
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$477.00
MASONRY BLOCK WALLS:		50.00
STREET TREES:		105.02
PARK MAINTENANCE:		651.90
ADMINISTRATION COSTS:		<u>253.00</u>
<b>BUDGET TOTAL</b>		<b>\$1,536.92</b>
<b>CONTRIBUTION FROM RESERVES:</b>		<b>\$0.00</b>
<b>CONTRIBUTION TO RESERVES:</b>		<b><u>275.00</u></b>
<b>BALANCE TO LEVY:</b>	<b>\$1,819.65</b>	<b>\$1,811.92</b>

**Zone 12 – Winchester Woods Budget**

<b>ACCOUNT DESCRIPTION</b>	<b>MAXIMUM ASSESSMENT</b>	<b>2007/08 BUDGET</b>
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$74.50
MASONRY BLOCK WALLS:		0.00
STREET TREES:		0.00
PARK MAINTENANCE:		745.03
ADMINISTRATION COSTS:		<u>272.00</u>
<b>BUDGET TOTAL</b>		<b>\$1,091.53</b>
<b>CONTRIBUTION FROM RESERVES:</b>		<b>\$0.00</b>
<b>CONTRIBUTION TO RESERVES:</b>		<b><u>0.00</u></b>
<b>BALANCE TO LEVY:</b>	<b>\$1,228.50</b>	<b>\$1,091.53</b>

### Zone 13 – Guild Avenue Industrial Budget

ACCOUNT DESCRIPTION	MAXIMUM ASSESSMENT	2007/08 BUDGET
<b>OPERATION COSTS</b>		
LANDSCAPE:		\$4,632.00
TRAFFIC SIGNALS:		0.00
STREET SWEEPING:		0.00
ADMINISTRATION COSTS:		<u>634.00</u>
<b>BUDGET TOTAL</b>		<b>\$5,266.00</b>
<b>CONTRIBUTION FROM RESERVES:</b>		<b>\$0.00</b>
<b>CONTRIBUTION TO RESERVES:</b>		<u><b>48.00</b></u>
<b>BALANCE TO LEVY:</b>	<b>\$9,107.00</b>	<b>\$5,314.00</b>

### Total District Budget

ACCOUNT DESCRIPTION	MAXIMUM ASSESSMENT	2007/08 BUDGET
<b>OPERATION COSTS <sup>(1)</sup></b>		
LANDSCAPE:		\$55,251.66
MASONRY BLOCK WALLS:		2,650.00
STREET TREES:		21,927.48
PARK MAINTENANCE:		71,847.43
ADMINISTRATION COSTS: <sup>(2)</sup>		26,210.00
<b>BUDGET TOTAL</b>		<b>\$177,886.57</b>
<b>CONTRIBUTION FROM RESERVES:</b>		<b>\$0.00</b>
<b>CONTRIBUTION TO RESERVES: <sup>(3)</sup></b>		<u><b>15,823.00</b></u>
<b>BALANCE TO LEVY:</b>	<b>\$240,413.75</b>	<b>\$193,709.57</b>

(1) Includes landscape maintenance, repair, replacement, water and electricity costs.

(2) Includes Consultants, City & County administration, publication costs and contingency.

(3) Includes landscape and masonry wall replacement costs.

### **5.3 Landscape & Wall Reserve Information**

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#### **Zone 1 Landscape & Wall Reserve Information**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve Beginning Balance– June 30, 2007	\$1,100.00
Contribution to Landscape Reserve	1,000.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$2,100.00</b>
Wall Reserve Beginning Balance– June 30, 2007	\$8,000.00
Contribution to Wall Reserve	1,500.00
<b>WALL RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$9,500.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$11,600.00</b>

#### **Zone 2 Landscape & Wall Reserve Information**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve Beginning Balance– June 30, 2007	\$1,500.00
Contribution to Landscape Reserve	\$1,500.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$3,000.00</b>
Wall Reserve Beginning Balance– June 30, 2007	\$9,000.00
Contribution to Wall Reserve	2,000.00
<b>WALL RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$11,000.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$14,000.00</b>

#### **Zone 3 Landscape Reserve Information**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve Beginning Balance – June 30, 2007	\$500.00
Contribution to Landscape Reserves	500.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$1,000.00</b>

**Zone 4 Landscape Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance – June 30, 2007	\$0.00
Contribution to Landscape Reserves	500.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$500.00</b>

**Zone 5 Landscape & Wall Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance– June 30, 2007	\$1,700.00
Contribution to Landscape Reserve	3,000.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$4,700.00</b>
Wall Reserve Beginning Balance– June 30, 2007	\$3,000.00
Contribution to Wall Reserve	500.00
<b>WALL RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$3,500.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$8,200.00</b>

**Zone 6 Landscape & Wall Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance– June 30, 2007	\$800.00
Contribution to Landscape Reserve	1,500.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$2,300.00</b>
Wall Reserve Beginning Balance– June 30, 2007	\$7,100.00
Contribution to Wall Reserve	2,500.00
<b>WALL RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$9,600.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$11,900.00</b>

**Zone 7 Landscape Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance – June 30, 2007	0.00
Contribution to Landscape Reserves	0.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$0.00</b>

**Zone 8 Landscape & Wall Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance– June 30, 2007	\$990.00
Contribution to Landscape Reserve	500.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$1,490.00</b>
Wall Reserve Beginning Balance– June 30, 2007	\$635.00
Contribution to Wall Reserve	500.00
<b>WALL RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$1,135.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$2,625.00</b>

**Zone 9 Landscape Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance – June 30, 2007	\$0.00
Contribution to Landscape Reserves	0.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$0.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$0.00</b>

**Zone 10 Landscape Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance – June 30, 2007	\$0.00
Contribution to Landscape Reserves	0.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$0.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$0.00</b>

**Zone 11 Landscape & Wall Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance– June 30, 2007	\$39.00
Contribution to Landscape Reserve	275.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$314.00</b>
Wall Reserve Beginning Balance– June 30, 2007	\$98.00
Contribution to Wall Reserve	0.00
<b>WALL RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$98.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$412.00</b>

**Zone 12 Landscape Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance – June 30, 2007	\$0.00
Contribution to Landscape Reserves	0.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$0.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$0.00</b>

**Zone 13 Landscape Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance– June 30, 2007	\$0.00
Contribution to Landscape Reserve	48.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$48.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$48.00</b>

**Total District Landscape & Wall Reserve Information**

DESCRIPTION	AMOUNT
Landscape Reserve Beginning Balance– June 30, 2007	\$6,629.00
Contribution to Landscape Reserve	8,823.00
<b>LANDSCAPE RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$15,452.00</b>
Wall Reserve Beginning Balance– June 30, 2007	\$27,833.00
Contribution to Wall Reserve	7,000.00
<b>WALL RESERVE ENDING BALANCE – JUNE 30, 2008</b>	<b>\$34,833.00</b>
<b>CONTRIBUTION FROM RESERVES</b>	<b>\$0.00</b>
<b>TOTAL RESERVES ENDING BALANCE – JUNE 30, 2008</b>	<b>\$34,833.00</b>

## **6. ASSESSMENT DIAGRAMS**

Assessment Diagrams for the City of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 have been submitted to the City Clerk in the format required under the provisions of the Act and, by reference, are made part of this Report.

## **7. PARCEL LISTING**

The parcel listing of assessments is provided on the following pages by Zone. 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.

**CITY OF LODI  
ALMONDWOOD ESTATES - ZONE 1  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

	<b>APN</b>	<b>LUC</b>	<b>ACRES</b>	<b>dueF*</b>	<b>2006/07 MAX LEVY</b>	<b>2006/07 LEVY AMT</b>	<b>2007/08 MAX RATE</b>	<b>2007/08 MAX LEVY</b>	<b>2007/08 BUDGET</b>	<b>2007/08 LEVY AMT</b>
1	062-610-010-000	SFR	n/a	1.00	\$444.30	\$443.38	\$466.53	\$466.52	\$345.03	\$345.02
2	062-610-020-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
3	062-610-030-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
4	062-610-040-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
5	062-610-050-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
6	062-610-060-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
7	062-610-070-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
8	062-610-080-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
9	062-610-090-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
10	062-610-100-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
11	062-610-110-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
12	062-610-120-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
13	062-610-130-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
14	062-610-140-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
15	062-610-150-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
16	062-610-160-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
17	062-610-170-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
18	062-610-180-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
19	062-610-190-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
20	062-610-200-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
21	062-610-210-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
22	062-610-220-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
23	062-610-230-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
24	062-610-240-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
25	062-610-250-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
26	062-610-260-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
27	062-610-270-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
28	062-610-280-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
29	062-610-290-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
30	062-610-300-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
31	062-610-310-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
32	062-610-320-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
33	062-610-330-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
34	062-610-340-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
35	062-610-350-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
36	062-610-360-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
37	062-610-370-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
38	062-610-380-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
39	062-610-390-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
40	062-610-400-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
41	062-620-010-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
42	062-620-020-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
43	062-620-030-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
44	062-620-040-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
45	062-620-050-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
46	062-620-060-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
47	062-620-070-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
48	062-620-080-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02

**CITY OF LODI  
ALMONDWOOD ESTATES - ZONE 1  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

	<b>APN</b>	<b>LUC</b>	<b>ACRES</b>	<b>dueF*</b>	<b>2006/07 MAX LEVY</b>	<b>2006/07 LEVY AMT</b>	<b>2007/08 MAX RATE</b>	<b>2007/08 MAX LEVY</b>	<b>2007/08 BUDGET</b>	<b>2007/08 LEVY AMT</b>
49	062-620-090-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
50	062-620-100-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
51	062-620-110-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
52	062-620-120-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
53	062-620-130-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
54	062-620-140-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
55	062-620-150-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
56	062-620-160-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
57	062-620-170-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
58	062-620-180-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
59	062-620-190-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
60	062-620-200-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
61	062-620-210-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
62	062-620-220-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
63	062-620-230-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
64	062-620-240-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
65	062-620-250-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
66	062-620-260-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
67	062-620-270-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
68	062-620-280-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
69	062-620-290-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
70	062-620-300-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
71	062-620-310-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
72	062-620-320-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
73	062-620-330-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
74	062-620-340-000	SFR	n/a	1.00	444.30	443.38	466.53	466.52	345.03	345.02
<b>Total</b>	<b>74 PARCELS</b>			<b>74</b>	<b>\$32,878.20</b>	<b>\$32,810.12</b>		<b>\$34,522.48</b>		<b>\$25,531.48</b>

Dwelling Unit Equivalent Factor

**CITY OF LODI  
CENTURY MEADOWS ONE - ZONE 2  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

	<b>APN</b>	<b>LUC</b>	<b>ACRES</b>	<b>dueF*</b>	<b>2006/07 MAX LEVY</b>	<b>2006/07 LEVY AMT</b>	<b>2007/08 MAX RATE</b>	<b>2007/08 MAX LEVY</b>	<b>2007/08 BUDGET</b>	<b>2007/08 LEVY AMT</b>
1	058-520-010-000	SFR	n/a	1.00	\$336.26	\$334.86	\$353.07	\$353.06	\$299.30	\$299.30
2	058-520-020-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
3	058-520-030-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
4	058-520-040-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
5	058-520-050-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
6	058-520-060-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
7	058-520-070-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
8	058-520-080-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
9	058-520-090-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
10	058-520-100-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
11	058-520-110-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
12	058-520-120-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
13	058-520-130-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
14	058-520-140-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
15	058-520-150-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
16	058-520-160-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
17	058-520-170-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
18	058-520-180-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
19	058-520-190-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
20	058-520-200-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
21	058-520-210-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
22	058-520-220-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
23	058-520-230-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
24	058-520-240-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
25	058-520-250-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
26	058-520-260-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
27	058-520-270-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
28	058-520-280-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
29	058-520-290-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
30	058-520-300-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
31	058-520-310-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
32	058-520-320-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
33	058-520-330-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
34	058-520-340-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
35	058-520-350-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
36	058-520-360-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
37	058-520-370-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
38	058-520-380-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
39	058-520-390-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
40	058-520-400-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
41	058-520-410-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
42	058-520-420-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
43	058-520-430-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
44	058-520-440-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
45	058-520-450-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
46	058-520-460-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
47	058-520-470-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
48	058-520-480-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30

**CITY OF LODI  
CENTURY MEADOWS ONE - ZONE 2  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

	<b>APN</b>	<b>LUC</b>	<b>ACRES</b>	<b>dueF*</b>	<b>2006/07 MAX LEVY</b>	<b>2006/07 LEVY AMT</b>	<b>2007/08 MAX RATE</b>	<b>2007/08 MAX LEVY</b>	<b>2007/08 BUDGET</b>	<b>2007/08 LEVY AMT</b>
49	058-520-490-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
50	058-520-500-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
51	058-520-510-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
52	058-520-520-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
53	058-520-530-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
54	058-520-540-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
55	058-520-550-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
56	058-520-560-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
57	058-520-570-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
58	058-520-590-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
59	058-520-600-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
60	058-520-610-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
61	058-520-620-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
62	058-520-630-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
63	058-520-640-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
64	058-520-650-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
65	058-580-010-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
66	058-580-020-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
67	058-580-030-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
68	058-580-040-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
69	058-580-050-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
70	058-580-060-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
71	058-580-070-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
72	058-580-080-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
73	058-580-090-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
74	058-580-100-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
75	058-580-110-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
76	058-580-120-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
77	058-580-130-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
78	058-580-140-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
79	058-580-150-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
80	058-580-160-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
81	058-580-170-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
82	058-580-180-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
83	058-580-190-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
84	058-580-200-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
85	058-580-210-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
86	058-580-220-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
87	058-580-230-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
88	058-580-240-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
89	058-580-250-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
90	058-580-260-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
91	058-580-270-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
92	058-580-280-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
93	058-580-290-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
94	058-580-300-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
95	058-580-310-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30
96	058-580-320-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	299.30

**CITY OF LODI  
CENTURY MEADOWS ONE - ZONE 2  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

	<b>APN</b>	<b>LUC</b>	<b>ACRES</b>	<b>dueF*</b>	<b>2006/07 MAX LEVY</b>	<b>2006/07 LEVY AMT</b>	<b>2007/08 MAX RATE</b>	<b>2007/08 MAX LEVY</b>	<b>2007/08 BUDGET</b>	<b>2007/08 LEVY AMT</b>
97	058-580-330-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
98	058-580-340-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
99	058-580-350-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
100	058-580-360-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
101	058-580-370-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
102	058-580-380-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
103	058-580-390-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
104	058-580-400-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
105	058-580-410-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
106	058-580-420-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
107	058-580-430-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
108	058-580-440-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
109	058-580-450-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
110	058-580-460-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
111	058-580-470-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
112	058-580-480-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
113	058-580-490-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
114	058-580-500-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
115	058-580-510-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
116	058-580-520-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
117	058-580-530-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
118	058-580-540-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
119	058-580-550-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
120	058-580-560-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
121	058-580-570-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
122	058-580-580-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
123	058-580-590-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
124	058-580-600-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
125	058-580-610-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
126	058-580-620-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
127	058-580-630-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
128	058-580-640-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
129	058-580-650-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
130	058-580-660-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
131	058-580-670-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
132	058-580-680-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
133	058-580-690-000	SFR	n/a	1.00	336.26	334.86	353.07	353.06	299.30	<b>299.30</b>
<b>Total</b>	<b>133 PARCELS</b>			<b>133</b>	<b>\$44,722.58</b>	<b>\$44,536.38</b>		<b>\$46,956.98</b>		<b>\$39,806.90</b>

\* Dwelling Unit Equivalent Factor

**CITY OF LODI**  
**LEGACY I, LEGACY II AND KIRST ESTATES - ZONE 5**  
**FISCAL YEAR 2007/08**  
**FINAL PARCEL LISTING**

APN	LUC	ACRES	dueF*	2006/07 MAX LEVY	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
1 058-540-010-000	SFR	n/a	1.00	\$253.58	\$253.58	\$266.25	\$266.24	\$265.20	\$265.20
2 058-540-020-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
3 058-540-030-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
4 058-540-040-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
5 058-540-050-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
6 058-540-060-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
7 058-540-070-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
8 058-540-080-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
9 058-540-090-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
10 058-540-100-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
11 058-540-110-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
12 058-540-120-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
13 058-540-130-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
14 058-540-140-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
15 058-540-150-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
16 058-540-160-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
17 058-540-170-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
18 058-540-180-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
19 058-540-190-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
20 058-540-200-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
21 058-540-210-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
22 058-540-220-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
23 058-540-230-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
24 058-540-240-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
25 058-540-250-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
26 058-540-260-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
27 058-540-270-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
28 058-540-280-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
29 058-540-290-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
30 058-540-300-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
31 058-540-310-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
32 058-540-320-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
33 058-540-330-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
34 058-540-340-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
35 058-540-350-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
36 058-540-360-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
37 058-540-370-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
38 058-540-380-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
39 058-540-390-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
40 058-540-400-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
41 058-540-410-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
42 058-540-420-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
43 058-540-430-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
44 058-540-440-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
45 058-540-450-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
46 058-540-460-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
47 058-540-470-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
48 058-540-480-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20

**CITY OF LODI**  
**LEGACY I, LEGACY II AND KIRST ESTATES - ZONE 5**  
**FISCAL YEAR 2007/08**  
**FINAL PARCEL LISTING**

APN	LUC	ACRES	dueF*	2006/07 MAX LEVY	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
49 058-540-490-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
50 058-540-500-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
51 058-540-510-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
52 058-540-520-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
53 058-540-530-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
54 058-540-540-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
55 058-540-550-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
56 058-540-560-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
57 058-540-570-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
58 058-540-580-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
59 058-540-590-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
60 058-540-600-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
61 058-540-610-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
62 058-540-620-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
63 058-540-630-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
64 058-540-640-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
65 058-540-650-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
66 058-540-660-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
67 058-540-670-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
68 058-540-680-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
69 058-540-690-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
70 058-540-700-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
71 058-540-710-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
72 058-540-720-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
73 058-540-730-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
74 058-540-740-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
75 058-540-750-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
76 058-540-760-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
77 058-540-770-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
78 058-560-010-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
79 058-560-020-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
80 058-560-030-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
81 058-560-040-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
82 058-560-050-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
83 058-560-060-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
84 058-560-070-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
85 058-560-080-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
86 058-560-090-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
87 058-560-100-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
88 058-560-110-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
89 058-560-120-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
90 058-560-130-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
91 058-560-140-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
92 585-600-150-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
93 058-560-160-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
94 058-560-170-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
95 058-560-180-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
96 058-560-190-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20

**CITY OF LODI**  
**LEGACY I, LEGACY II AND KIRST ESTATES - ZONE 5**  
**FISCAL YEAR 2007/08**  
**FINAL PARCEL LISTING**

APN	LUC	ACRES	dueF*	2006/07 MAX LEVY	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
97 058-560-200-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
98 058-560-210-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
99 058-560-220-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
100 058-560-230-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
101 058-560-240-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
102 058-560-250-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
103 058-560-260-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
104 058-560-270-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
105 058-560-280-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
106 058-560-290-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
107 058-560-300-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
108 058-560-310-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
109 058-560-320-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
110 058-560-330-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
111 058-560-340-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
112 058-560-350-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
113 058-560-360-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
114 058-560-370-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
115 058-560-380-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
116 585-600-390-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
117 058-560-400-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
118 058-560-410-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
119 058-560-420-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
120 058-560-430-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
121 058-560-440-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
122 058-560-450-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
123 058-560-460-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
124 058-560-470-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
125 058-560-480-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
126 058-560-490-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
127 058-560-500-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
128 058-560-510-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
129 058-560-520-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
130 058-560-530-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
131 058-560-540-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
132 058-560-550-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
133 058-560-560-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
134 058-560-570-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
135 058-560-580-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
136 058-560-590-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
137 058-560-600-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
138 058-560-610-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
139 058-560-620-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
140 058-560-630-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
141 058-560-640-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
142 058-560-650-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
143 058-560-660-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
144 058-560-670-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20

**CITY OF LODI**  
**LEGACY I, LEGACY II AND KIRST ESTATES - ZONE 5**  
**FISCAL YEAR 2007/08**  
**FINAL PARCEL LISTING**

APN	LUC	ACRES	dueF*	2006/07 MAX LEVY	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
145 058-560-680-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
146 058-560-690-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
147 058-560-700-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
148 058-560-710-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
149 058-560-720-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
150 058-560-730-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
151 058-560-740-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
152 058-560-750-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
153 058-570-010-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
154 058-570-020-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
155 058-570-030-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
156 058-570-040-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
157 058-570-050-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
158 058-570-060-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
159 058-570-070-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
160 058-570-080-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
161 058-570-090-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
162 058-570-100-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
163 058-570-110-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
164 058-570-120-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
165 058-570-130-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
166 058-570-140-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
167 058-570-150-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
168 058-570-160-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
169 058-570-170-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
170 058-570-180-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
171 058-570-190-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
172 058-570-200-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
173 058-570-210-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
174 058-570-220-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
175 005-857-023-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
176 058-570-240-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
177 058-570-250-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
178 058-570-260-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
179 058-570-270-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
180 058-570-280-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
181 058-570-290-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
182 058-570-300-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
183 058-570-310-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
184 058-570-320-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
185 058-570-330-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
186 058-570-340-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
187 058-570-350-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
188 058-570-360-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
189 058-570-370-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
190 058-570-380-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
191 058-570-390-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
192 058-570-400-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20

**CITY OF LODI  
LEGACY I, LEGACY II AND KIRST ESTATES - ZONE 5  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

APN	LUC	ACRES	dueF*	2006/07 MAX LEVY	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
193 058-570-410-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
194 058-570-420-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
195 058-570-430-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
196 058-570-440-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
197 058-570-450-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
198 058-570-460-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
199 058-570-470-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
200 058-570-480-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
201 058-570-490-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
202 058-570-500-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
203 058-570-510-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
204 058-570-520-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
205 058-570-530-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
206 058-570-540-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
207 058-570-550-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
208 058-570-560-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
209 058-570-570-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
210 058-570-580-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
211 058-570-590-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
212 058-570-600-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
213 058-570-610-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
214 058-570-620-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
215 058-570-630-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
216 058-570-640-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
217 058-570-650-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
218 058-600-010-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
219 058-600-020-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
220 058-600-030-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
221 058-600-040-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
222 058-600-050-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
223 058-600-060-000	SFR	n/a	1.00	253.58	253.58	266.25	266.24	265.20	265.20
<b>Total</b>	<b>223 PARCELS</b>		<b>223</b>	<b>\$56,548.34</b>	<b>\$56,548.34</b>		<b>\$59,371.52</b>	<b>\$59,139.60</b>	<b>\$59,139.60</b>

\* Dwelling Unit Equivalent Factor

**CITY OF LODI  
THE VILLAS - ZONE 6  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

APN	LUC	ACRES	dueF*	2006/07 MAX LEVY	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
1 062-640-010-000	SFR	n/a	1.00	\$577.70	\$517.58	\$606.59	\$606.58	\$407.41	\$407.40
2 062-640-020-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
3 062-640-030-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
4 062-640-040-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
5 062-640-050-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
6 062-640-060-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
7 062-640-070-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
8 062-640-080-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
9 062-640-090-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
10 062-640-100-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
11 062-640-110-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
12 062-640-120-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
13 062-640-130-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
14 062-640-140-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
15 062-640-150-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
16 062-640-160-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
17 062-640-170-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
18 062-640-180-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
19 062-640-190-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
20 062-640-200-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
21 062-640-210-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
22 062-640-220-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
23 062-640-230-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
24 062-640-240-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
25 062-640-250-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
26 062-640-260-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
27 062-640-270-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
28 062-640-280-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
29 062-640-290-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
30 062-640-300-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
31 062-640-310-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
32 062-640-320-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
33 062-640-330-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
34 062-650-010-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
35 062-650-020-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
36 062-650-030-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
37 062-650-040-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
38 062-650-050-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
39 062-650-060-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
40 062-650-070-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
41 062-650-080-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
42 062-650-090-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
43 062-650-100-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
44 062-650-110-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
45 062-650-120-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
46 062-650-130-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
47 062-650-140-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
48 062-650-150-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40

**CITY OF LODI  
THE VILLAS - ZONE 6  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

APN	LUC	ACRES	dueF*	2006/07 MAX LEVY	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
49 062-650-160-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
50 062-650-170-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
51 062-650-180-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
52 062-650-190-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
53 062-650-200-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
54 062-650-210-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
55 062-650-220-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
56 062-650-230-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
57 062-650-240-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
58 062-650-250-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
59 062-650-260-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
60 062-650-270-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
61 062-650-280-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
62 062-650-290-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
63 062-650-300-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
64 062-650-310-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
65 062-650-320-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
66 062-650-330-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
67 062-650-340-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
68 062-650-350-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
69 062-650-360-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
70 062-650-370-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
71 062-650-380-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
72 062-650-390-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
73 062-650-400-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
74 062-650-410-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
75 062-650-420-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
76 062-650-430-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
77 062-650-440-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
78 062-650-450-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
79 062-650-460-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
80 062-650-470-000	SFR	n/a	1.00	577.70	517.58	606.59	\$606.58	407.41	407.40
<b>Total</b>	<b>80 PARCELS</b>		<b>80</b>	<b>\$46,216.00</b>	<b>\$41,406.40</b>		<b>\$48,526.40</b>		<b>\$32,592.00</b>

\* Dwelling Unit Equivalent Factor

**CITY OF LODI  
WOODLAKE MEADOW - ZONE 7  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

	<b>APN</b>	<b>LUC</b>	<b>ACRES</b>	<b>dueF*</b>	<b>2006/07 MAX LEVY</b>	<b>2006/07 LEVY AMT</b>	<b>2007/08 MAX RATE</b>	<b>2007/08 MAX LEVY</b>	<b>2007/08 BUDGET</b>	<b>2007/08 LEVY AMT</b>
1	015-600-010-000	n/a	n/a	1.00	\$190.72	\$189.26	\$200.26	\$200.26	\$170.00	<b>\$170.00</b>
2	015-600-010-000	n/a	n/a	1.00	190.72	189.26	200.26	200.26	170.00	<b>170.00</b>
3	015-600-010-000	n/a	n/a	1.00	190.72	189.26	200.26	200.26	170.00	<b>170.00</b>
4	015-600-010-000	n/a	n/a	1.00	190.72	189.26	200.26	200.26	170.00	<b>170.00</b>
5	015-600-010-000	n/a	n/a	1.00	190.72	189.26	200.26	200.26	170.00	<b>170.00</b>
<b>Total</b>	<b>5 PARCELS</b>			<b>5</b>	<b>\$953.60</b>	<b>\$946.30</b>		<b>\$1,001.30</b>		<b>\$850.00</b>

\* Dwelling Unit Equivalent Factor

**CITY OF LODI  
VINTAGE OAKS - ZONE 8  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

	APN	LUC	ACRES	dueF*	2006/07 MAX RATE	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
1	058-640-010-000	SFR	n/a	1.00	\$416.71	\$295.82	\$437.54	\$437.54	\$436.48	\$436.48
2	058-640-020-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
3	058-640-030-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
4	058-640-040-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
5	058-640-050-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
6	058-640-060-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
7	058-640-070-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
8	058-640-080-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
9	058-640-090-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
10	058-640-100-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
11	058-640-110-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
12	058-640-120-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
13	058-640-130-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
14	058-640-140-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
15	058-640-150-000	SFR	n/a	1.00	416.71	295.82	437.54	437.54	436.48	436.48
16	058-230-050-000	SFR	n/a	2.00	416.71	591.64	437.54	875.08	436.48	872.96
<b>Tota</b>	<b>16 PARCELS</b>			<b>17</b>	<b>\$6,667.29</b>	<b>\$5,028.94</b>		<b>\$7,438.18</b>		<b>\$7,420.16</b>

\* Dwelling Unit Equivalent Factor

**CITY OF LODI  
 INTERLAKE SQUARE - ZONE 9  
 FISCAL YEAR 2007/08  
 FINAL PARCEL LISTING**

	APN	LUC	ACRES	dueF*	2006/07 MAX RATE	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
1	045-260-070-000	SFR	n/a	11.00	\$198.36	\$851.00	\$208.28	\$2,291.08	\$175.54	\$1,930.94
<b>Tota</b>	<b>1 PARCEL</b>			<b>11</b>	<b>\$198.36</b>	<b>\$851.00</b>		<b>\$2,291.08</b>		<b>\$1,930.94</b>

\* Dwelling Unit Equivalent Factor

**CITY OF LODI  
LAKESHORE PROPERTIES - ZONE 10  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

	<b>APN</b>	<b>LUC</b>	<b>ACRES</b>	<b>dueF*</b>	<b>2006/07 MAX RATE</b>	<b>2006/07 LEVY AMT</b>	<b>2007/08 MAX RATE</b>	<b>2007/08 MAX LEVY</b>	<b>2007/08 BUDGET</b>	<b>2007/08 LEVY AMT</b>
1	031-330-010-000	SFR	n/a	1.00	\$166.57	\$45.56	\$174.90	\$174.90	\$138.58	<b>\$138.58</b>
2	031-330-020-000	SFR	n/a	1.00	166.57	45.56	174.90	174.90	138.58	<b>138.58</b>
3	031-330-030-000	SFR	n/a	1.00	166.57	45.56	174.90	174.90	138.58	<b>138.58</b>
4	031-330-040-000	SFR	n/a	1.00	166.57	45.56	174.90	174.90	138.58	<b>138.58</b>
5	031-330-050-000	SFR	n/a	1.00	166.57	45.56	174.90	174.90	138.58	<b>138.58</b>
6	031-330-060-000	SFR	n/a	1.00	166.57	45.56	174.90	174.90	138.58	<b>138.58</b>
7	031-330-070-000	SFR	n/a	1.00	166.57	45.56	174.90	174.90	138.58	<b>138.58</b>
<b>Tota</b>	<b>7 PARCELS</b>			<b>7</b>				<b>\$1,224.30</b>		<b>\$970.06</b>

\* Dwelling Unit Equivalent Factor

**CITY OF LODI**  
**TATE PROPERTY - ZONE 11**  
**FISCAL YEAR 2007/08**  
**FINAL PARCEL LISTING**

APN	LUC	ACRES	dueF*	2006/07 MAX RATE	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
1 058-230-140-000	SFR	n/a	7.00	\$247.57	\$886.00	\$259.95	\$1,819.64	\$258.84	\$1,811.88
<b>Total</b>	<b>1 PARCEL</b>		<b>7</b>	<b>\$247.57</b>	<b>\$886.00</b>		<b>\$1,819.64</b>		<b>\$1,811.88</b>

\* Dwelling Unit Equivalent Factor

**CITY OF LODI  
WINCHESTER WOODS - ZONE 12  
FISCAL YEAR 2007/08  
FINAL PARCEL LISTING**

APN	LUC	ACRES	dueF*	2006/07 MAX RATE	2006/07 LEVY AMT	2007/08 MAX RATE	2007/08 MAX LEVY	2007/08 BUDGET	2007/08 LEVY AMT
1 060-220-300-000	SFR	n/a	1.00	\$146.25	\$47.24	\$153.56	\$153.56	\$136.44	\$136.44
2 060-220-310-000	SFR	n/a	1.00	146.25	47.24	153.56	153.56	136.44	136.44
3 060-220-320-000	SFR	n/a	1.00	146.25	47.24	153.56	153.56	136.44	136.44
4 060-220-330-000	SFR	n/a	1.00	146.25	47.24	153.56	153.56	136.44	136.44
5 060-220-340-000	SFR	n/a	1.00	146.25	47.24	153.56	153.56	136.44	136.44
6 060-220-350-000	SFR	n/a	1.00	146.25	47.24	153.56	153.56	136.44	136.44
7 060-220-360-000	SFR	n/a	1.00	146.25	47.24	153.56	153.56	136.44	136.44
8 060-220-370-000	SFR	n/a	1.00	146.25	47.24	153.56	153.56	136.44	136.44
<b>Total</b>	<b>8 PARCELS</b>		<b>8</b>				<b>\$1,228.48</b>		<b>\$1,091.52</b>

\* Dwelling Unit Equivalent Factor

**CITY OF LODI  
 GUILD AVENUE INDUSTRIAL - ZONE 13  
 FISCAL YEAR 2007/08  
 FINAL PARCEL LISTING**

	<b>APN</b>	<b>LUC</b>	<b>ACRES</b>	<b>dueF*</b>	<b>2006/07 MAX RATE</b>	<b>2006/07 LEVY AMT</b>	<b>2007/08 MAX RATE</b>	<b>2007/08 MAX LEVY</b>	<b>2007/08 BUDGET</b>	<b>2007/08 LEVY AMT</b>
1	049-040-091-000	SFR	n/a	55.28	N/A	N/A	\$96.82	\$5,352.20	\$56.49	\$3,122.76
2	049-080-016-000	SFR	n/a	20.00	N/A	N/A	96.82	1,936.40	56.49	1,129.80
3	Por. Of 049-080-017-000	SFR	n/a	1.84	N/A	N/A	96.82	178.14	56.49	103.94
4	Por. Of 049-080-017-000	SFR	n/a	2.28	N/A	N/A	96.82	220.74	56.49	128.80
5	Por. Of 049-080-017-000	SFR	n/a	2.28	N/A	N/A	96.82	220.74	56.49	128.80
6	Por. Of 049-080-017-000	SFR	n/a	2.42	N/A	N/A	96.82	234.30	56.49	136.70
7	Por. Of 049-080-017-000	SFR	n/a	7.67	N/A	N/A	96.82	742.60	56.49	433.28
8	Por. Of 049-080-017-000	SFR	n/a	2.29	N/A	N/A	96.82	221.72	56.49	129.36
<b>Tot</b>	<b>8 PARCELS</b>			<b>94.06</b>				<b>\$9,106.84</b>		<b>\$5,313.44</b>

\* Dwelling Unit Equivalent Factor

PROOF OF PUBLICATION

(2015.5 C.C.C.P.)

STATE OF CALIFORNIA

County of San Joaquin

I am a citizen of the United States and a resident of the County aforesaid: I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Lodi News-Sentinel, a newspaper of general circulation, printed and published daily except Sundays and holidays, in the City of Lodi, California, County of San Joaquin and which newspaper had been adjudicated a newspaper of general circulation by the Superior Court, Department 3, of the County of San Joaquin, State of California, under the date of May 26th, 1953. Case Number 65990; that the notice of which the annexed is a printed copy (set in type not smaller than non-pareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereto on the following dates to-wit:

June 9th, 16th,

all in the year 2007.

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Lodi, California, this 16th day of June 2007.

*Dave Rosales*  
Signature

This space is for the County Clerk's Filing Stamp

Proof of Publication

Notice of Public Hearing to Consider Resolution Declaring Intention for the Levy and Collection of Assessments for the Lodi Consolidated Landscape Maintenance District No. 2003-1, Fiscal Year 2007-08

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2007-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DECLARING ITS INTENTION FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, FISCAL YEAR 2007-08

WHEREAS, the City Council has by previous Resolutions formed the Lodi Consolidated Landscape Maintenance District No. 2003-1 (hereafter referred to as the "District") and initiated proceedings for fiscal year 2007-08, pursuant to the provisions of the Landscape and Lighting Act of 1972, Part 2, Division 15, of the California Streets and Highways Code (commencing with Section 22500) (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of San Joaquin for the City of Lodi to pay the maintenance and services of all improvements and facilities related thereto; and

WHEREAS, the City Council has retained NBS Government Finance Group, DBA NBS (hereafter referred to as "NBS"), for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1 Intention: The City Council hereby declares that it is its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements. The City Council finds that the public's best interest requires such levy and collection.

NOTES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None

RANDI JOHL  
City Clerk  
June 9, 16, 2007 - 05515397



**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:** NOTICE OF PUBLIC HEARING TO CONSIDER RESOLUTION  
DECLARING INTENTION FOR THE LEVY AND COLLECTION OF  
ASSESSMENTS FOR THE LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE DISTRICT NO. 2003-1, FISCAL YEAR 2007-08

**PUBLISH DATE:** SATURDAY, JUNE 9, 2007  
SATURDAY, JUNE 16, 2007

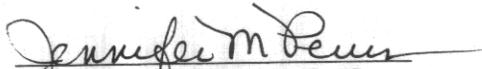
**LEGAL AD**

**TEAR SHEETS WANTED:** Three (3) please

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

**DATED:** THURSDAY, JUNE 7, 2007

**ORDERED BY:** RANDI JOHL  
CITY CLERK

  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
DANA R. CHAPMAN  
ADMINISTRATIVE CLERK

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

Faxed to the Sentinel at 369-1084 at 11:37 am (time) on 6/7/07 (date) 3 (pages)  
LNS \_\_\_\_\_ Phoned to confirm receipt of all pages at \_\_\_\_\_ (time) \_\_\_\_\_ JLT \_\_\_\_\_ DRC \_\_\_\_\_ JMP (initials)



## DECLARATION OF POSTING

### **NOTICE OF PUBLIC HEARING TO CONSIDER RESOLUTION DECLARING INTENTION FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, FISCAL YEAR 2007-08**

On Friday, June 8, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider resolution declaring intention for the levy and collection of assessments for the Lodi Consolidated Landscape Maintenance District No. 2003-1, fiscal year 2007-08 (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 June 8, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
\_\_\_\_\_  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
DANA R. CHAPMAN  
ADMINISTRATIVE CLERK

**NOTICE OF PUBLIC HEARING**

RESOLUTION NO. 2007-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI,  
CALIFORNIA, DECLARING ITS INTENTION FOR THE LEVY AND  
COLLECTION OF ASSESSMENTS FOR THE LODI CONSOLIDATED  
LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, FISCAL YEAR 2007-08

=====

WHEREAS, the City Council has by previous Resolutions formed the Lodi Consolidated Landscape Maintenance District No. 2003-1 (hereafter referred to as the "District") and initiated proceedings for fiscal year 2007-08, pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15, of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of San Joaquin for the City of Lodi to pay the maintenance and services of all improvements and facilities related thereto; and

WHEREAS, the City Council has retained NBS Government Finance Group, DBA NBS (hereafter referred to as "NBS"), for the purpose of assisting with the Annual Levy of the District and to prepare and file a report with the City Clerk in accordance with the Act; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO *CHAPTER 3, SECTION 22624 OF THE ACT*, AS FOLLOWS:

Section 1 Intention: The City Council hereby declares that it is its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements. The City Council finds that the public's best interest requires such levy and collection.

Section 2 District Boundaries: The boundaries of the District are described as the boundaries previously defined in the formation documents of the original District, within the boundaries of the City of Lodi, within the County of San Joaquin, State of California, and includes the subdivisions known as Almondwood Estates, Century Meadows One, Millsbridge II, Almond North, Legacy Estates I, Legacy Estates II, Kirst Estates, The Villas, Woodlake Meadow, Vintage Oaks, Interlake Square, Lakeshore Properties, the Tate Property, and Winchester Woods.

Section 3 Description of Improvements: The improvements within the District may include, but are not limited to: street parkway trees, public park land, plants and trees, landscaping, irrigation and drainage systems, maintenance of pedestrian walkways, graffiti removal, maintenance and rebuilding of masonry walls 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.

Section 4 Proposed Assessment Amounts: For fiscal year 2007-08, the proposed assessments are outlined in the Engineer's Annual Levy Report, which details any changes or increases in the annual assessment.

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626*, of the Act.

Section 6 Notice: The City shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper for two consecutive weeks not less than ten (10) days before the date of the Public Hearing and by posting a copy of this resolution on the official bulletin board customarily used by the City Council for the posting of notices. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.

Section 7 Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Wednesday July 18, 2007, at 7:00 p.m.** or as soon thereafter as feasible in the City Council Chambers, located at 221 West Pine Street, Lodi, CA.

Section 8 The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law.

Dated: June 6, 2007

=====

I hereby certify that Resolution No. 2007-107 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 6, 2007, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Appointment to the Lodi Improvement Committee and Post for One Vacancy on the Lodi Improvement Committee  
**MEETING DATE:** July 18, 2007  
**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Concur with the Mayor's recommended appointment to the Lodi Improvement Committee and post for one vacancy on said Committee.

**BACKGROUND INFORMATION:** On February 21, 2007, the City Clerk's Office was directed to post for vacancies on the Lodi Improvement Committee. Following the recruitment period and selection process, one vacancy remained on the Committee. On May 2, 2007, the City Council directed the City Clerk to repost for the one vacancy. The Mayor has reviewed the applications, and it is recommended that the City Council concur with the following appointment. Since that time, the City Clerk's Office also received a letter of resignation from Lodi Improvement Committee Member, Wade Heath, and it is therefore, recommended that the City Council direct the City Clerk to post for the one vacancy shown below.

**APPOINTMENT:**

**Lodi Improvement Committee**

Rosa (Rosie) M. Ortiz Term to expire March 1, 2008

NOTE: Two applicants (two new applications);  
published in Lodi News Sentinel 2/24/07 and 5/5/07;  
application deadline 6/4/07

**POSTING:**

**Lodi Improvement Committee**

Wade Heath Term to expire March 1, 2008

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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

RJ/JMP

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



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute a Downtown Hotel Exclusive Exploration Period Agreement with Russ Munson

**MEETING DATE:** July 18, 2007

**PREPARED BY:** City Manager

---

**RECOMMENDED ACTION:** Adopt resolution authorizing the City Manager to execute a Downtown Hotel Exclusive Exploration Period Agreement with Russ Munson.

**BACKGROUND INFORMATION:** In 1998, Gruen & Gruen Associates, under contract to the City, prepared a report on strategies for enhancing Downtown. It recommended three Downtown anchors, which were: 1) “state-of-the-art multiplex with stadium seats”; 2) wine-related outlets and restaurants; and 3) a Downtown hotel. The City has addressed two of the three anchors; however, development of a Downtown hotel has yet to occur.

In November 2005, the City engaged the services of nationally recognized hospitality industry consulting firm PKF to evaluate the demand for a Downtown hotel. On April 25, 2006, the City Council received a presentation on PKF’s report. PKF looked at the possibility of developing a hotel upon the City-owned property and the site of the former Public Safety building and concluded a Downtown hotel with some subsidy was feasible.

The Council was interested in the concept of a Downtown hotel, but not necessarily at the old Public Safety building site.<sup>1</sup> The Council desired that interest from the development community be solicited for the development of a hotel on other City-owned Downtown property.

For over a year, the City Manager has sought interest in the development of a Downtown hotel via informal direct contact. Mr. Russ Munson of Wine and Roses has now expressed a desire to enter into an exclusive exploration period to test the feasibility of the development of a Downtown hotel. Mr. Munson is requesting this time to develop a business plan and seek interest from investors without the fear that other interests will capitalize upon his work before he is ready.

The City agrees that it will not sell or lease any of its property in Downtown Lodi for nine months—a very safe commitment for the City to make. The Developer will deposit \$5,000 with the City and enter into a feasibility study period to see if a Downtown hotel is viable. The Developer will consider City-owned parking lots, but not the old Public Safety building. At the end of nine months, the Developer can request the City enter into good faith negotiations to secure the sale or lease of a possible site for an additional three months; however, the City is not obligated to enter into an agreement to sell or lease. If the Developer wishes to enter into negotiations, an additional \$3,000 deposit is required. Because the City’s objective is to develop a Downtown hotel, it is hoped that Mr. Munson wants to seek the development of a Downtown property for a hotel.

<sup>1</sup> This building remains mostly vacant with no immediate plans for renovation or reuse.

---

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

Downtown hotels are gaining in popularity. Examples include the Hotel Healdsburg and Les Mars Hotel in Healdsburg, the Carlton Hotel in downtown Atascadero, and the Hotel Diamond in Chico.

**FISCAL IMPACT:** The opportunity cost of this agreement is little to nothing. At this point in time the interest in the development of a Downtown hotel has been minimal.

It is possible that a new hotel could generate \$200,000 annually in new Transient Occupancy Tax (TOT). The City's projected fiscal year 2007-08 TOT is \$397,066. In addition, a new hotel would generate property and sales tax and contribute to the overall goal of revitalizing downtown and serving as a Downtown anchor.

**FUNDING AVAILABLE:** Not applicable.

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Blair King  
City Manager

BK/jmp

**DOWNTOWN HOTEL**  
**EXCLUSIVE EXPLORATION PERIOD AGREEMENT**

This Downtown Hotel Exclusive Exploration Period Agreement (“Agreement”) is entered into between the City of Lodi and Russ Munson (“Hotel Developer”), as of July 18, 2007.

Whereas, the City of Lodi desires to encourage the development of a hotel in Downtown Lodi (as defined in the map attached hereto as Exhibit A);

Whereas, the City owns a number of parcels in Downtown Lodi that could be leased or sold to a prospective hotel developer;

Whereas, Hotel Developer is only willing to expend the resources necessary to explore the development of a hotel in Downtown Lodi if the City agrees not to sell or lease its property in Downtown Lodi to a third party hotel developer.

Now, therefore the parties hereby agree as follows:

- 1) City agrees not to sell or lease any of its property in Downtown Lodi for a period of nine (9) months following the execution of this Agreement (“Feasibility Study Period”).
- 2) During the Feasibility Study Period Hotel Developer will explore the preferred location and financial feasibility of a hotel in Downtown Lodi.
- 3) Hotel Developer’s Deposit: Hotel Developer will deposit security in the amount of \$5,000 with the City in a form acceptable to the City Attorney as earnest money. If Hotel Developer provides the below reports, the deposit (with interest actually earned) will be either refunded to Hotel Developer or applied toward any sale or lease of property to Hotel Developer for construction of a hotel in Downtown Lodi.
  - a) Interim Progress Report: Within five (5) months of the execution of this Agreement Hotel Developer will provide the City Manager with a preliminary report analyzing the preferred location of a hotel in downtown Lodi, conceptual design and target market.
  - b) Final Progress Report: Within nine (9) months of execution of this Agreement, Hotel Developer will provide the City Manager with a final report setting forth an estimate of the hotel construction and start-up costs and a financial proforma.
- 4) The City agrees to negotiate in good faith exclusively with Hotel Developer toward the sale or lease of City owned or any other property for the creation of a hotel in Downtown Lodi for a period of three months following the end of the Feasibility Study Period, however, nothing herein shall obligate the City to ultimately sell or lease to Hotel Developer. If Hotel Developer elects to initiate exclusive negotiations under this paragraph, he will make an additional deposit of \$3,000 with City subject to the same terms and conditions set forth in Paragraph 3 of this Agreement.

- 5) This Agreement may not be assigned or transferred without the express written consent of City, which it may withhold in its absolute discretion.

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

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

\_\_\_\_\_  
RUSS MUNSON  
Hotel Developer

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A DOWNTOWN HOTEL EXCLUSIVE EXPLORATION PERIOD AGREEMENT WITH RUSS MUNSON

=====

WHEREAS, in 1998, Gruen & Gruen Associates prepared a report on strategies for enhancing Downtown and recommended three Downtown anchors: 1) "state-of-the-art multiplex with stadium seats"; 2) wine-related outlets and restaurants; and 3) a Downtown hotel; and

WHEREAS, in November 2005, the City engaged the services of PKF to evaluate the demand for a Downtown hotel. It studied the possibility of developing a hotel upon the former Public Safety building site and concluded a Downtown hotel with some subsidy was feasible. The Council was interested in the concept of a Downtown hotel, but not at the old Public Safety building site, and requested that interest from the development community be solicited for a hotel on other City-owned Downtown property; and

WHEREAS, Russ Munson of Wine and Roses has expressed a desire to enter into an exclusive exploration period to test the feasibility of the development of a Downtown hotel and is requesting time to develop a business plan and seek interest from investors; and

WHEREAS, the City agrees that it will not sell or lease any of its property in Downtown Lodi for nine months. The Developer will deposit \$5,000 with the City and enter into a feasibility study period to see if a Downtown hotel is viable. At the end of nine months, the Developer can request the City enter into good faith negotiations to secure the sale or lease of a possible site for an additional three months; however, the City is not obligated to enter into an agreement to sell or lease. If the Developer wishes to enter into negotiations, an additional \$3,000 deposit is required.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Downtown Hotel Exclusive Exploration Period agreement with Russ Munson, as described above.

Dated: July 18, 2007

=====

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Approve Downtown Lodi Business Partnership 2007/2008 annual report, adopt resolution of intent to levy annual assessment and set public hearing for August 1, 2007

**MEETING DATE:** July 18, 2007

**PREPARED BY:** City Manager

---

**RECOMMENDED ACTION:** Council action will be threefold: (1) To approve the Downtown Lodi Business Partnership (DLBP) 2007/2008 Annual Report as submitted by the DLBP Board of Directors, (2) To adopt a Resolution of Intention to levy an annual assessment for that fiscal year, and (3) To set a public hearing for August 1, 2007 to consider the levy of the proposed assessment.

**BACKGROUND INFORMATION:** Pursuant to Lodi Municipal Code Chapter 12.06 and Streets and Highways Code Section 36500 et seq., the DLBP membership Board is required to present an Annual Report (Exhibit A) for City Council's review and approval. This must be done prior to the public hearing and adoption of a Resolution confirming the 2007-08 Annual Report and levy of assessment. Representatives of the DLBP will be present and will make a presentation regarding the attached report.

Streets and Highways Code Section 36533 provides that a Business Improvement District (BID) must file an annual report which shall include proposed assessments, budget, general descriptions of the proposed improvements and activities, description of the area served, and any declaration of intent to change boundaries of the parking and business improvement area or in any benefit zone within the area if changes are being proposed. No changes in these areas are proposed for the 2008 fiscal year.

Programs developed during the 2007 fiscal year include an enhanced website, "Shop, Wine & Dine" banner program, expanded newspaper advertising and increased media relations. Events included Farmers Market, Parade of Lights, Safe Halloween and Winterfest. Programs planned for next year include continuation and expansion of these programs in addition to the "Stuck in Lodi" Car Show, Downtown Iron Chef Competition & Food Festival and Downtown Holiday Open House as well as the publication of merchant brochures, kiosk maps and heightened membership benefits.

**FISCAL IMPACT:** Not applicable  
**FISCAL IMPACT:** Not applicable

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Blair King  
City Manager

Attachments

cc: Curt Daninger, DLBP Board Chair  
Jaimie Watts, Executive Director, DLBP

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

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF INTENTION TO LEVY ANNUAL ASSESSMENT FOR DOWNTOWN LODI BUSINESS IMPROVEMENT AREA NO. 1, ESTABLISHING PUBLIC HEARING DATE, AND APPROVING ANNUAL REPORT

WHEREAS, Downtown Lodi Business Improvement Area No. 1 was established December 17, 1997, by Council adoption of Ordinance 1654; and

WHEREAS, the Annual Report, as required by Streets and Highways Code §36533, has been submitted to the Council by the Board of Directors of said improvement area.

NOW, THEREFORE, the City Council of the City of Lodi does hereby resolve, determine, and find as follows:

1. Approved the Annual Report as submitted, said Report being on file with the City Clerk.
2. Establishes August 1, 2007, in the City Council Chambers, at Carnegie Forum, 305 West Pine Street, Lodi, California, at 7:00 p.m., or soon thereafter as possible, as the date, place, and time to hold the public hearing required by Streets and Highway Code §36534.
3. It is the intention of the City Council to levy and collect assessments within the parking and business improvement area for calendar year 2008 (the Area's fiscal year).
4. The boundaries of the entire area to be included in the Area and the boundaries of each separate benefit zone within the area are set forth in a Map, Exhibit D, incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of Lodi.
5. The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the Area include marketing and promotional efforts; event coordination; and other activities with the goal to promote retail activities. A detailed description of activities is included in the Annual Report, Exhibit A, and incorporated by reference.
6. At the time of the public hearing, written and oral protests may be made. The form and manner of protests shall comply with Streets and Highways Code §§36524 and 36525.

Dated: July 18, 2007

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

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

RANDI JOHL  
City Clerk

2007-\_\_\_\_\_



May 16, 2007

Mr. Blair King, City Manager  
City of Lodi  
221 W. Pine Street  
Lodi, CA 95241-1910

Re: Annual Report 2007/2008

Dear Blair:

Section 11.0 of the City Ordinance Number 1654, establishing the Downtown Lodi Business Improvement Area, requires that we submit to you by September of each year our annual report and budget.

In addition, the State of California Streets and Highways code, which is the enabling legislation, also specifies that certain additional information be provided. You will find all of the required information contained in our report.

We have provided you with seven copies, five for the City Council, one for the City Clerk and one for yourself.

Thank you for your continued support.

Sincerely,

Jaime Watts, Executive  
Downtown Lodi Business Partnership

2038309  
ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

MAR 31 1998

*Bill Jones*  
BILL JONES, Secretary of State

ARTICLES OF INCORPORATION OF  
DOWNTOWN LODI BUSINESS PARTNERSHIP  
A California Nonprofit Mutual Benefit Corporation

One: The name of the corporation is Downtown Lodi Business Partnership (A California Nonprofit Mutual Benefit Corporation).

Two: This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

Such purposes for which this corporation is formed are to promote and improve the downtown Lodi business area, to generally improve business conditions in the downtown area, and to generally enhance the downtown area of the City of Lodi. Notwithstanding any other provision of these articles, this corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

Three: The name and address of the corporation's initial agent for service of process is Ronald M. Beckman, Esq., 111 N. Church Street, Lodi, California, 95240.

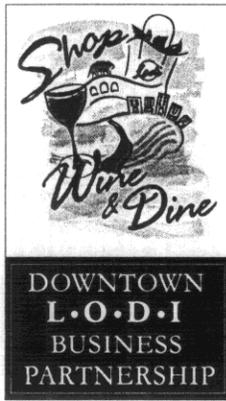
Four: The right to determine the consideration for which memberships will be issued shall be vested in the Regular Members, to be determined by a majority vote of the Regular Members in good standing.

Five: No part of the net earnings of the corporation shall inure to the benefit of any member or private shareholder, as defined for purposes of Section 501 (c) (5) of the Internal Revenue Code of 1954.

Dated: March 31, 1998

*Ronald M. Beckman*  
\_\_\_\_\_  
Ronald M. Beckman, Incorporator





## 2007/2008 ANNUAL REPORT

**Items listed below refer to Section 36533(b) of the California Streets and Highway Code:**

No changes in boundaries of benefit zones within the area are proposed.

No physical improvements are planned.

Budget for the budget year July 1, 2007 through June 30, 2008 is enclosed.

The budget details all sources of income and projected expenses.

A Benefit Fee Schedule and a Map of the Business Improvement Area are enclosed.

Downtown is the heart of Lodi. The Downtown Lodi Business Partnership, comprised of business owners, professionals and merchants, is a non-profit association developed to encourage growth and prosperity in the Downtown Community of Lodi. The value of downtown for its economic benefits, heritage and identity, benefits our entire community. A strong commitment by local government in conjunction with a well organized and active private sector is essential in keeping our efforts moving forward.

The calibration of the City's Finance Department and the Downtown Lodi Business Partnership; who levies annual assessments on businesses who reside within the benefit area, are the financial foundation of the organization. Additional funds are generated through fundraising, events and membership programs. The DLBP elects its own Board of Directors made up of fellow volunteer business owners, and is run by a staff of two, which includes an Executive Director and a part time assistant.

Since its inception, the Downtown Lodi Business Partnership has been instrumental in the tremendous growth and vibrancy of the downtown community. The DLBP plays an important role in economic development by partnering with the public and private-sectors to improve the overall viability of downtown Lodi. Relationships have been built with other Lodi entities and with the city. We have been the voice of downtown on various committees and contributed to numerous projects. The Downtown Lodi Business Partnership attends ribbon cuttings, events and social gatherings which make the organization more visible and has given us the opportunity to build relationships within the community.

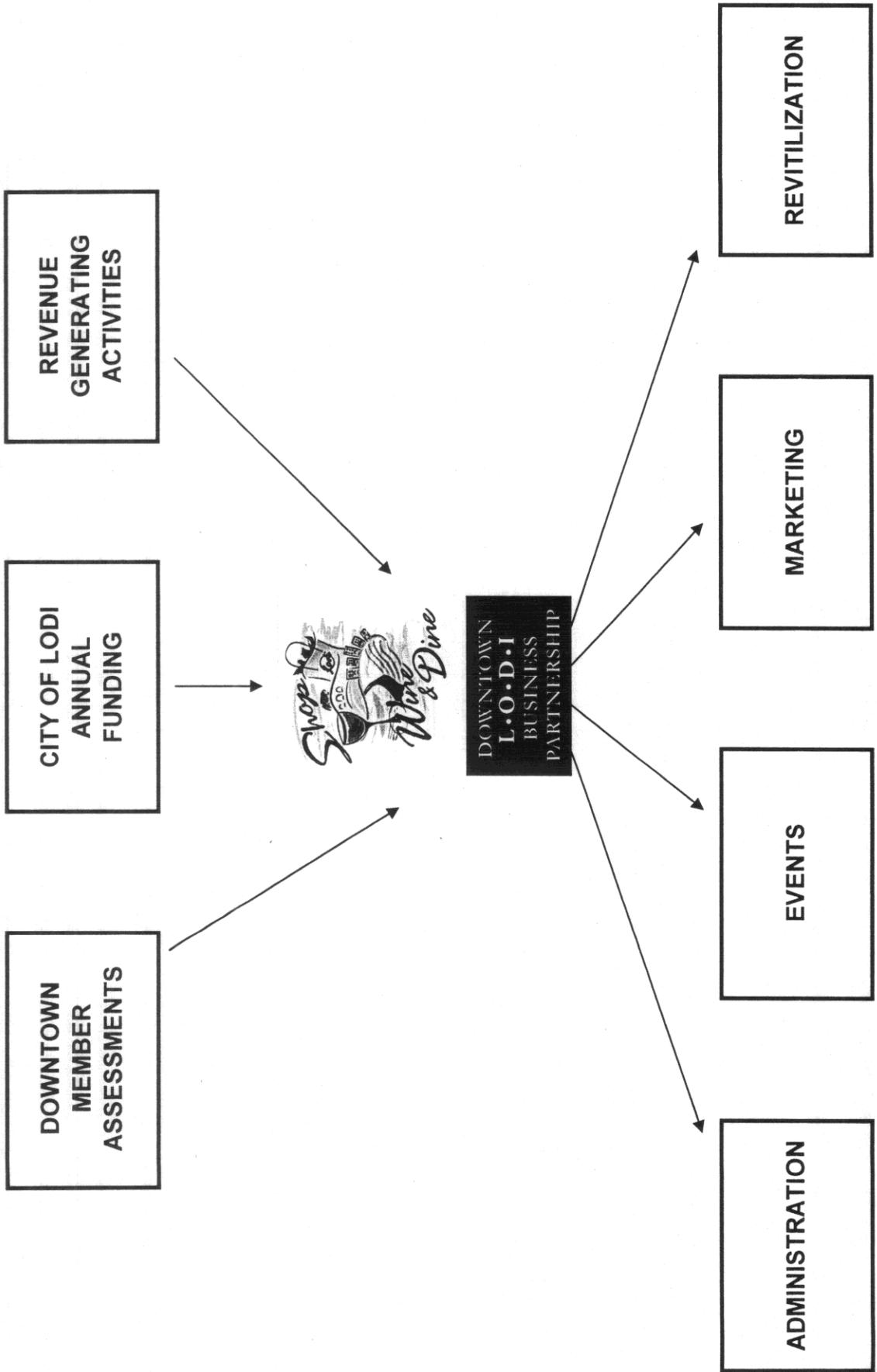
The Downtown Lodi Business Partnership uses marketing tools such as our website, tab insert in the Lodi News-Sentinel, press releases, radio public service announcements and media interviews to promote our signature events; Parade of Lights and Farmer's Market. We also provide community events and promotions such as; photos with the Easter Bunny, car shows, Grape Festival Youth Parade, horse-drawn carriage rides during the holiday season and photos with Santa. We will be adding more retail programs in effort to increase business for the merchants. A calendar of proposed events for the remainder of 2007 is enclosed.

The Downtown Lodi Business Partnership strives to make all of our programs and events self supporting through sponsorship, donations and fundraising.

Additionally, the Downtown Lodi Business Partnership implements visual streetscape improvements such as holiday décor, banners and signage. Recently we replaced all of the banners with a fresh look incorporating downtown's new image; Shop, Wine and Dine...downtown Lodi.

With our efforts and the city's continued support, downtown will continue to flourish and become a key destination that compares to no other.

# Downtown Lodi Business Partnership Overview



**Downtown Lodi Business Partnership  
Proposed Budget**

*July 1, 2007 through June 30, 2008*

**Income**

Assessment Fees	48500.00
City of Lodi	35300.00
Event Revenue	
Farmers Market	64000.00
Parade of Lights	10000.00
Banner Sponsorship Program	7000.00
Friends of Downtown	1500.00
Easter Promotion	600.00
Grape Festival Youth Parade	600.00
Octoberfest	1500.00
Winterfest	1000.00
Miscellaneous Events & Sales	<u>5000.00</u>
<b>Total Income</b>	<b>175000.00</b>

**Expenses**

Event Expenses	
Farmers Market	23000.00
Parade of Lights	3000.00
Banner Sponsorship Program	1000.00
Friends of Downtown	500.00
Easter Promotion	200.00
Grape Festival Youth Parade	200.00
Octoberfest	700.00
Winterfest	700.00
Miscellaneous Events & Sales	1000.00
Marketing Expenses	
Merchant Brochure & Kiosk Map	4000.00
Advertising & Promotions	15000.00
Mileage & Meetings	2600.00
Public Relations	3000.00
Marketing Campaigns	1600.00
Seminars	1500.00
Website	1500.00
Membership Expenses	
Newsletters	2500.00
Quarterly Mixers	500.00
Plaques & Trophies	500.00
Sunshine Committee	1500.00
Administrative	
Salaries & Wages	63000.00
Payroll Taxes	6000.00

Contract Labor	3000.00
Insurance	12000.00
Professional Fees	1000.00
Rent	6000.00
Storage	2000.00
Office Supplies	8000.00
Office Equipment	2500.00
Bank Fees	1000.00
Postage	1500.00
Telephone & Internet	<u>4500.00</u>
<b>Total Expenses</b>	<b>175000.00</b>
<b>Net Income</b>	<b>0.00</b>



David E. Vaughn CPA

(209) 957-8806, fax (209) 957-9559

2495 W. March Lane, Suite 75, Stockton, Ca. 95207-5207

**INDEPENDENT ACCOUNTANT'S REPORT**

To the Board of Directors  
Downtown Lodi Business Partnership  
(A Nonprofit Corporation)  
Lodi, California

I have compiled the accompanying statement of financial position of Downtown Lodi Business Partnership, (A Nonprofit Corporation) as of December 31, 2006, and the related statements of activities and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

A handwritten signature in cursive script that reads 'David E. Vaughn'.

March 14, 2007  
Stockton, California



**DOWNTOWN LODI BUSINESS PARTNERSHIP**  
 (A Nonprofit Corporation)  
 See Accountant's Compilation Report

**STATEMENT OF ACTIVITIES**  
 Year Ended December 31, 2006

**REVENUES**

Member assessment fees		\$	36,160
City of Lodi support			39,975
Event revenue			
Farmers Market	\$ 68,588		
Parade of Lights	9,560		
Banner program	4,675		
Other	<u>6,805</u>		89,628
Advertising revenue			7,000
Other income			1,415
Investment income			<u>51</u>
Total revenue		\$	<u>174,229</u>

**EXPENSES**

Event expense			
Farmers Market	\$ 38,599		
Parade of Lights	3,066		
Banner program	3,565		
Other	<u>9,777</u>	\$	55,007
Salaries & wages			55,494
Advertising			12,005
Insurance			9,825
Supplies			8,353
Other expenses			7,806
Penalties			6,207
Rent			5,960
Payroll taxes			5,515
Repairs & maintenance			3,371
Telephone			2,959
Promotions			2,937
Internet			2,080
Postage & delivery			1,502
Meetings			1,073
Depreciation			<u>1,218</u>
Total expenses		\$	<u>181,312</u>
Change in net assets		\$	(7,083)
<b>NET ASSETS AT BEGINNING OF YEAR</b>			<u>34,982</u>
<b>NET ASSETS, END OF YEAR</b>		\$	<u>27,899</u>

See Notes to Financial Statements.

**DOWNTOWN LODI BUSINESS PARTNERSHIP**

(A Nonprofit Corporation)

See Accountant's Compilation Report

**STATEMENT OF CASH FLOWS**

Year Ended December 31, 2006

<b>Cash flows from operating activities</b>	\$	(7,083)
Change in net assets		
Adjustments to reconcile operating income to net cash provided by operating activities		1,218
Depreciation		
Changes in assets and liabilities		12,735
(Increase) Decrease in receivables & prepaids		(4,903)
Increase (Decrease) in accounts payable & accruals		
<b>Net cash provided by operating activities</b>	<u>\$</u>	<u>1,967</u>
<b>Cash flows from investing activities</b>	\$	(4,593)
Increase in fixed assets		
Other investing activities		-
<b>Net cash used in investing activities</b>	<u>\$</u>	<u>(4,593)</u>
<b>Net increase (decrease) in cash</b>	\$	(2,626)
<b>Cash</b>		<u>7,991</u>
Beginning		
Ending	<u>\$</u>	<u>5,365</u>

See Notes to Financial Statements.

# Downtown Lodi Business Partnership

(A Nonprofit Corporation)  
See Accountant's Compilation Report

## NOTES TO FINANCIAL STATEMENTS

### Note 1. Nature of Business and Significant Accounting Policies

#### Operations and Program Description:

The Downtown Lodi Business partnership is a nonprofit membership corporation established in 1998 that manages the Downtown Business Improvement Area. The mission of the Organization is to encourage the development of new businesses, revitalize existing businesses, promote retail activity, and serve as an advocate for downtown Lodi businesses.

#### Basis of Accounting:

The accompanying financial statements have been prepared on the accrual basis of accounting. Members are assessed yearly and the support from the City of Lodi may vary from year to year.

#### Basis of Presentation:

The Organization has adopted (FAS-117) "Financial Statements of Not-for-Profit Organizations." Under FAS 117, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows. At December 31, 2006 there were no restricted net assets. The unrestricted operating net assets represent revenues and expenses related to the operation and management of the Organization's primary programs and supporting services.

#### Furniture and Equipment:

Furniture and equipment are stated at cost. Donated equipment is stated at the estimated fair market value at the date of donation. Expenditures for improvements and equipment costing over \$500 are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets as follows:

	Years
Furniture	7
Equipment	5

#### Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that effect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Taxes:

The Downtown Lodi Business Partnership is exempt under IRC Sec. 501(c)(6) of the IRS Code.

#### Allocation of Expenses:

The Organization allocates its expenses on a functional basis between its program and support services. Expenses that can be identified with specific programs and support services are allocated directly according to their natural classification. Any expenses that are common to several functions are allocated among the program and support services benefited. Approximately 19.7% of the expenses are general & administrative expenses and 80.3 % are program services expenses.



## DOWNTOWN LODI BUSINESS PARTNERSHIP BENEFIT FEE SCHEDULE

BUSINESS TYPE	ZONE A	ZONE B
Retailers/Restaurants*	\$240 (1-3 Employees)	\$120
	\$360 (4-6 Employees)	\$180
	\$480 (7+ Employees)	\$240
Service Businesses	\$180	\$90
Professional Businesses	\$120	\$60
Financial Institutions	\$600	\$600

*\*Note: Retail and restaurant businesses are assessed based on the number of employees - either full-time, or the equivalent made up of multiple employees.*

### BUSINESS TYPE DEFINITIONS:

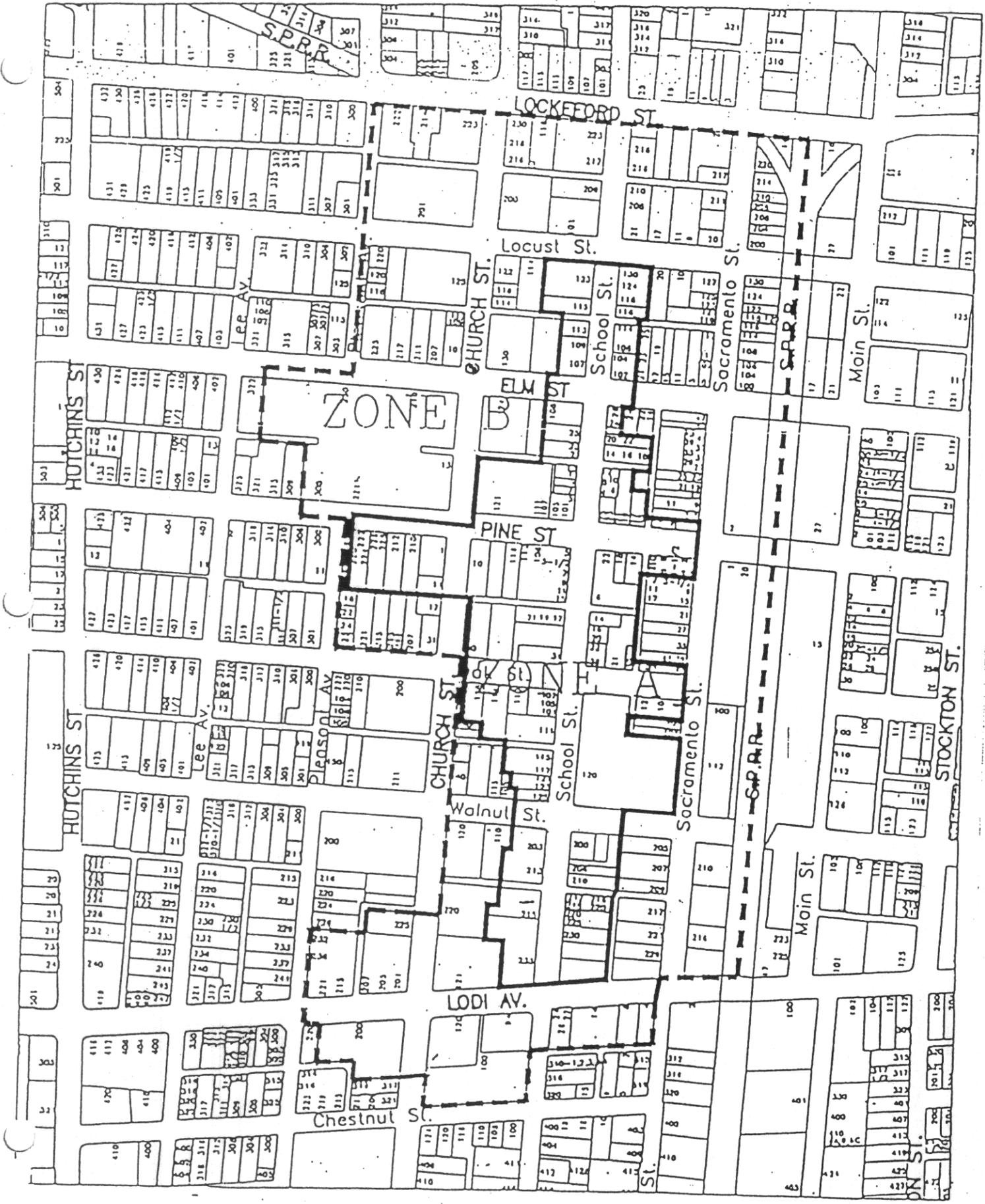
**Retail and Restaurant** – Businesses that buy and resell goods. Examples would be clothing stores, shoe stores, office supplies, as well as businesses that sell prepared food and drinks.

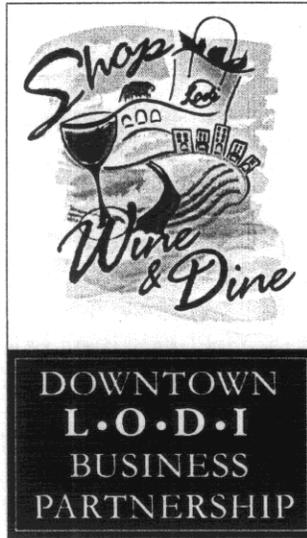
**Service Businesses** – Businesses that sell services. Examples are beauty and barber shops, repair shops, lodging, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

**Professional Businesses** – Includes architects, engineers, attorneys, dentists, doctors, accountants, optometrists, realtors, insurance offices, mortgage brokers and most other businesses which require advanced or specialized licenses, and/or advanced academic degrees.

**Financial Institutions** – Includes banking and savings and loan institutions, as well as credit unions, etc.

**Downtown Lodi Business Partnership**  
 4 West Pine Street, Lodi, California 95240  
 209.369.8052 phone 209.369.8053 fax  
[www.downtownlodi.com](http://www.downtownlodi.com)





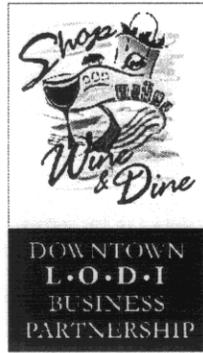
## MISSION STATEMENT

The Downtown Lodi Business Partnership, comprised of business owners, professionals and merchants, is a non-profit association developed to encourage growth and prosperity in the Downtown Community of Lodi, and to maintain its economic health on an on-going basis.

This will be accomplished by:

- Encouraging development of new businesses, while retaining and revitalizing existing businesses
- Promoting retail activity by creating and maintaining a quality environment through coordinated advertising and Downtown events
- Serving as an advocate for Downtown businesses in dealing with local government, maintenance projects, the media and general public

4 West Pine Street, Lodi, Ca 95240  
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## **DOWNTOWN LODI BUSINESS PARTNERSHIP 2008 MARKETING PLAN**

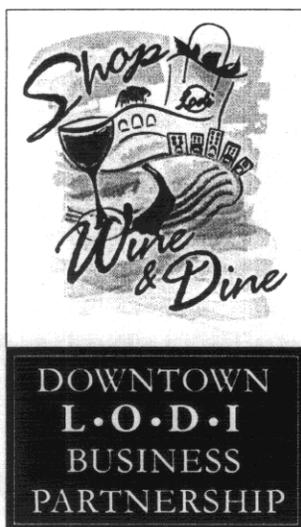
### **Objective:**

Through advertising, events, and special merchant promotions that highlight our businesses and historic buildings and streets, the Downtown Lodi Business Partnership's marketing goal is to bring visitors and residents to Downtown.

### **Goals:**

The main goal of the DLBP is to bring more customers and businesses to the downtown, therefore, increasing the tax base. The DLBP will work together with organizations such as the Conference and Visitors Bureau, Chamber of Commerce, Hutchins Street Square, Lodi-Woodbridge Wine Grape Commission, and the City of Lodi to develop collaborative events and promotions that will help market and promote not only Downtown Lodi, but the City of Lodi as well. The DLBP will continue to work on strengthening its relationship with the downtown merchants by offering a full program of services to our members:

- Quarterly newsletters
- Quarterly Member Meetings
- New Business Information Packets
- Parking and Safety Committee
- Marketing Committee
- Events Committee
- Sunshine Committee
- DLBP office staff to serve the membership and public
- Serve as an advisory advocate for the membership with the City of Lodi



## 2007 Downtown Calendar of Events

<u>EVENT</u>	<u>DATE</u>
Spring Sidewalk Sale	Saturday, March 31
Photos with Easter Bunny	Saturday & Sunday, March 31 & April 1
Cruisin' Lodi Rooftop Rumble	Saturday, June 2
Farmers Market & Festival	Thursdays, June 7 through September 27
Lodi Bike Show & Rally	Saturday, July 28
"Stuck in Lodi" Car Show	Saturday, August 4
70 <sup>th</sup> Annual Grape Festival Youth Parade	Saturday, September 15
Octoberfest	Saturday, October 6
Downtown Trick-or-Treat	Saturday, October 27
Winterfest Photos with Santa Free Carriage Rides Merchant Window & Lighting Display Contest	Saturdays, November 24 through December 15
Downtown Holiday Open House & Bizarre	Saturday, December 1
12 <sup>th</sup> Annual Parade of Lights	Thursday, December 6

**Downtown Lodi Business Partnership**  
**4 West Pine Street, Lodi, California 95240**  
**209.369.8052 phone 209.369.8053 fax**  
**www.downtownlodi.com**



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Approval of Six-Month Budgets for PCE/TCE Related Litigation Cases.

**MEETING DATE:** July 18, 2007 City Council Meeting

**PREPARED BY:** City Attorney's Office

---

**RECOMMENDED ACTION:** That the City Council approve six-month budgets for the following PCE/TCE related cases: Hartford, M & P Investments and Envision in amounts to be set by Council at the meeting.

**BACKGROUND INFORMATION:** Staff recommends that the City Council approve 6-month budgets for PCE/TCE litigation cases in amounts to be set at the meeting.

**FUNDING AVAILABLE:** Water Fund

Approved:

\_\_\_\_\_  
Stephen Schwabauer, City Attorney

Approved:

\_\_\_\_\_  
Kirk Evans, Budget Manager

---

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

**CONFIDENTIAL**  
**ATTORNEY – CLIENT COMMUNICATION**

**Summary Table for PCE/TCE Litigation Budgets, July – December, 2007**

<b>Case</b>	<b>Low</b>	<b>Midpoint</b>	<b>High</b>
Cost Recovery M & P, related regulatory matters	\$ 513,000	\$ 684,000	\$ 855,000
Insurance Coverage Hartford Action *	\$ 300,000	\$300,000	\$300,000
Legal Malpractice Envision Action	\$ 470,000	\$ 670,000	\$ 870,000
total	\$1,283,000	\$1,654,000	\$2,025,000

\* Amount is for fees only and does not include costs, which are estimated in the range of \$3,000 to \$6,500 monthly, but may vary.

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**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Approval of Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$374,507.03).

**MEETING DATE:** July 18, 2007 City Council Meeting

**PREPARED BY:** City Attorney's Office

**RECOMMENDED ACTION:** That the City Council approve for payment expenses incurred by outside Counsel/Consultants related to the Environmental Abatement Litigation in the total amount of \$368,833.11, and various other cases being handled by Outside Counsel in the amount of \$5,673.92.

**BACKGROUND INFORMATION:** Listed below are invoices from the City's outside counsel, Folger, Levin & Kahn; Kronick, Moskovitz, Tiedemann & Girard; and Miscellaneous Invoices for services incurred relative to the Environmental Abatement Program litigation, and various other matters that are currently outstanding and need to be considered for payment.

<b>Folger Levin &amp; Kahn - Invoices Distribution</b>				Water Acct.
Matter No.	Invoice No.	Date	Description	Amount
8001	102105	Apr-07	General Advice/Environmental Contam.	402.22
8002	102106	Apr-07	People v M&P Investments	10,606.64
8003	102108	Apr-07	Hartford Insurance Coverage Litigation	207,048.19
			Contingency Fee Amount Savings	(147,180.00)
8008	102107	Apr-07	City of Lodi v. Envision Law Group	61,969.23
8002	102725	May-07	People v M&P Investments	8,768.58
8003	102831	May-07	Hartford Insurance Coverage Litigation	229,494.83
			Contingency Fee Amount Savings	(172,310.00)
8008	102830	May-07	City of Lodi v. Envision Law Group	83,972.63
			City Attorney Adjustment	(352.00)
	266427	May-07	GeoTrans, Inc. (Jim Mercer)	2,980.00
		May-07	Clinton E. Miller (Expert)	12,003.39
			CM Apprvd. Pymt to Expert 6-22-07	(12,003.39)
		Jun-07	Clinton E. Miller (Expert)	2,652.00
	14890	Apr-June-07	PES Environmental, Inc. (Keith O'Brien)	11,192.08
	272549	05/28-07/01/2007	GeoTrans, Inc. (Jim Mercer)	5,044.00
			<b>Total</b>	<b>\$304,288.40</b>

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

**Kronick Moskowitz Tiedemann & Girard - Invoices Distribution**

Matter No.	Invoice No.	Date	Description	100351.7323	<u>1211.182</u>	Water Acct.
11233.001	232738	05/25/07	General Advice	105.50		
11233.026	232738	05/25/07	Lodi First v. City of Lodi	364.05		
11233.029	232738	05/25/07	AT&T v. City of Lodi	866.35		
11233.030	232738	05/25/07	Water Supply Issues-Not Pce Related			1,525.55
11233.032	232738	05/25/07	CFD Formation		566.24	
			Credits/Overpayments Applied	(105.50)		
11233.029	233230	06/25/07	AT&T v. City of Lodi	1,375.13		
11233.030	233230	06/25/07	Water Supply Issues-Not Pce Related			587.50
11233.032	233230	06/25/07	CFD Formation		144.10	
11233.034	233230	06/25/07	Employment and Labor	245.00		
<b>Total</b>				<u>\$2,850.53</u>	<u>\$710.34</u>	<u>\$2,113.05</u>

**JAMS Mediation Services**

Invoice No.	Date	Description	WaterAcct
0001302222-110	5/31/2007	People v. M&P Investments	<u>2,016.67</u>
<b>Total</b>			<b>\$2,016.67</b>

**MISCELLANEOUS**

Invoice No.	Date	Description	Water Account Amount
20065328	6/7/2007	Legalink, Inc.	284.25
20064828	5/24/2007	Legalink, Inc.	800.75
20064647	5/18/2007	Legalink, Inc.	906.00
20065305	5/25/2007	Legalink, Inc.	758.50
20064855	5/25/2007	Legalink, Inc.	970.50
20065211	6/5/2007	Legalink, Inc.	1,003.00
20065214	6/5/2007	Legalink, Inc.	1,093.00
07SF61474A	6/14/2007	Document Services Unlimited	2,191.50
07SF70508A	7/5/2007	Document Services Unlimited	237.70
<b>Total</b>			<b><u>\$8,245.20</u></b>

**Folger Levin & Kahn - Invoices**

Invoice No.	Date	Description	Water Acct. Amount
<b>Payment of Unpaid Costs re:</b>			
<b>Hartford v. City of Lodi</b>			
<b>Pursuant to Contingency Fee Agreement</b>			
100827	03/22/07	Costs for February 2007	5,762.50
101584	04/26/07	Costs for March 2007	6,112.90
102108	05/31/07	Costs for April 2007	<u>9,868.19</u>
<b>Total</b>			<b><u>\$21,743.59</u></b>

**Folger Levin & Kahn**      Water Acct.

Matter#	Invoice #	Date	Amount
<b>Withheld Amounts from Previous Invoices</b>			
8008	10826	02/28/07	\$281.00
8002	100362	01/31/07	700.00
8003	100361	01/22/07	38.50
			220.00
8002	100000	01/31/07	650.00
		01/31/07	650.00
		1/31/2007	650.00
8003	100001	01/31/07	1,623.50
8003	99380	02/28/07	8,000.00
8002	98563	11/16/06	487.50
			82.25
8003	98489	11/16/06	36.50
			235.00
8002	97985	10/19/06	3,440.00
8003	97988		470.00
			470.00
			240.00
8008			470.00
8002	97311	09/14/06	650.00
8003			5,000.00
8008	97312	08/31/06	560.00
8002		08/17/06	650.00
8003			500.00
			600.00
			150.00
			705.00
			235.00
8002		07/25/06	325.00
			650.00
			650.00
			325.00
			650.00
8003			325.00
			97.50
8002		06/27/06	97.50
8003		06/27/06	650.00
8002		05/11/06	975.00

\$32,539.25

**FISCAL IMPACT:** Expenses in the amount of \$2,850.53 will be paid out of the General Fund and \$364.05 billed to Walmart for City's defense of the Lodi First litigation. The remaining expenses will be paid out of the Water Fund and the Capital Outlay Fund.

<b>FUNDING AVAILABLE:</b>	Water Fund	\$370,946.16
	General Fund	\$ 2,850.53
	Capital Outlay Fund (1211.182)	\$ 710.34

Approved: \_\_\_\_\_  
Kirk Evans, Budget Manager

Approved: \_\_\_\_\_  
Stephen Schwabauer, City Attorney