LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

TM

** A G E N D A **

REGULAR MEETING – Lodi City Council
SPECIAL MEETING – Lodi Public Imp. Corp.
SPECIAL MEETING – Redevelopment Agency

Date: **November 7, 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, (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

a) 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; *City of Lodi v. Michael C. Donovan, an individual; Envision Law Group, LLP, et al*., San Francisco Superior Court, Case No. CGC-05-441976

c) Conference with Blair King, City Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), Regarding Lodi Professional Firefighters, Lodi Police Officers Association, and Fire Mid-Managers Pursuant to Government Code §54957.6

d) Review of Council Appointee – City Clerk (Government Code §54957)

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 – Dr. Clifford Donaldson, Lodi Community Church

C. Pledge of Allegiance

D. Presentations

D-1 Awards – None

D-2 Proclamations – None

D-3 Presentations

a) Presentation of Certificate of Appreciation for Veterans Day

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

E-1 Receive Register of Claims in the Amount of $5,938,013.59 (FIN)

E-2 Approve Minutes (CLK)

a) October 16, 2007 (Shirtsleeve Session)
b) October 17, 2007 (Regular Meeting)
c) October 23, 2007 (Shirtsleeve Session)
d) October 30, 2007 (Shirtsleeve Session)

E-3 Accept the Quarterly Investment Reports as Required by Law (Senate Bill 564) (FIN)

E-4 Accept the Quarterly Report of Purchases between $5,000 and $20,000 (FIN)

E-5 Report of Sale of Surplus Equipment (PW)

E-6 Approve a Request for Proposals to Replace and Upgrade the Existing Utility Supervisory Control and Data Acquisition (SCADA) System (EUD)

Res. E-7 Adopt Resolution Awarding Design and Construction Contract for Municipal Service Center Transit Vehicle Maintenance Facility Project to Diede Construction, of Woodbridge, and Appropriating $400,000 in Additional Funds (Total Project $3,000,000) (PW)

Res. E-8 Adopt Resolution Authorizing the City Manager to Execute Memorandum of Understanding between City of Lodi and General Mills Cereals Properties, Inc., for Dedication of Easements for Widening of Lower Sacramento Road (Turner Road to Union Pacific Railroad) (PW)

Res. E-9 Adopt Resolution Authorizing Submittal of a Safe Route to School Grant Application to California Department of Transportation (PW)

Res. E-10 Adopt Resolution Approving Application for Grant Funds from State Resources Agency Environmental Enhancement and Mitigation Grant Program for Tree Purchase ($15,000) (PW)

Res. E-11 Adopt Resolution Authorizing the City Manager to Execute an Amended and Restated Northern California Power Agency Joint Powers Agreement (EUD)

E-12 Authorize the City Manager to Approve Change Orders for Construction of the Killelea Substation Rehabilitation Project in a Cumulative Amount not to Exceed $250,000 (EUD)

Res. E-13 Adopt Resolution Approving the Impact Mitigation Fee Program Annual Report for Fiscal Year 2006-07 (PW)

E-14 Approve Waiver of Conflict of Interest for Folger Levin & Kahn in Representation of the State of California Department of Water Resources (CA)

Res. E-15 Approve Various Actions Needed to Participate in San Joaquin County Enterprise Zone ($8,972) (CM)

Res. E-16 Adopt Resolution Approving the 2007 Annual Review of the Reynolds Ranch Development Agreement (CD)

Res. E-17 Adopt Resolution Approving Work Plan and Schedule for the City of Lodi's Sewer System Management Plan (PW)

E-18 Set Public Hearing for November 21, 2007, to Consider Adoption of a Resolution Amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2008 (CD)

E-19 Set Public Hearing for November 21, 2007, to Consider the Adoption of a Resolution Establishing a Fee Schedule for the Permit to Operate for Mobile Food Vendors (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

I-1 Public Hearing to Consider Report for Sidewalk Repairs and to Confirm the Report as Submitted by the Public Works Department (PW)
NOTE: This item is a quasi-judicial hearing and requires disclosure of ex parte communications as set forth in Resolution No. 2006-31

4 Ords. (Introduce) I-2 Continued Public Hearing to Consider Adoption of the 2007 California Building Code, Mechanical Code, Electrical Code, and Plumbing Code with Local Amendments and Re-Adopt the Existing Building Permit Fee Schedule 1A for Building, Mechanical, Plumbing, and Electrical Permits (CD)

Ord. (Introduce) I-3 Continued Public Hearing to Introduce Ordinance Repealing and Reenacting Chapter 20 of Title 15 of the Lodi Municipal Code Regulating and Governing Fire Prevention and Adopting by Reference Code Known as the "California Fire Code, Title 24, California Code of Regulations, Part 9" and the 2006 Edition of the International Fire Code Standards, Effective January 1, 2008 (FD)

Res. I-4 Public Hearing to Consider and Approve the Reallocation of Available Community Development Block Grant (CDBG) and HOME Program Income for an Affordable Housing Project (CD)

J. Communications

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

J-2 Appointments

a) Re-Post for Three Vacancies on the Lodi Arts Commission (CLK)

J-3 Miscellaneous – None

K. Regular Calendar

Res. Res. (LPIC) K-1 Adopt Resolution Approving Issuance of up to $35 Million of Wastewater Revenue Certificates of Participation Secured by Net Revenues of the City's Wastewater Enterprise to Finance Improvements to the Wastewater Collection, Treatment, and Disposal System and to Refund the Outstanding 1991 Certificates of Participation (CM)
NOTE: Joint action of the Lodi City Council and the Lodi Public Improvement Corporation

Res. K-2 Adopt Resolution Designating a Redevelopment Survey Area for Study Purposes and Directing that the Planning Commission Select a Redevelopment Project Area from All or Part of the Survey Area (CM)
NOTE: Joint action of the Lodi City Council and Redevelopment Agency

K-3 Receive Progress Report on the City of Lodi General Plan Update (CM)

K-4 Status of San Joaquin County's Consideration of an Armstrong Road Agricultural/Cluster Zoning Classification and Possible Staff Direction (CD)

K-5 Authorize Contingency Fee Payment to Folger, Levin & Kahn, LLP, for the Hartford Litigation (CA)

K-6 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel ($110,154.21) (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.

_____
Randi Johl, City Clerk

AGENDA ITEM D-03a

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation of Certificate of Appreciation for Veterans Day

MEETING DATE: November 7, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Present Certificate of Appreciation for Veterans Day.

BACKGROUND INFORMATION: The Mayor has been requested to present a Certificate of Appreciation in honor of Veterans Day, which is November 11. American Legion Commander, Richard Parnacott, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

_____
Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager

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AGENDA ITEM E-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Register of Claims Dated October 4, October 11, and October 18, 2007 in the Total Amount of $5,938,013.59

MEETING DATE: November 7, 2007

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for $5,938,013.59

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $5,938,013.59 dated 10/04/07, 10/11/07, and 10/18/07. Also attached is Payroll in the amount of $1,206,542.86.

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

_____
Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Blair King, City Manager

As of Thursday	Fund	Name	Amount
10/04/07	00100	General Fund	676,803.31
	00123	Info Systems Replacement Fund	3,550.00
	00160	Electric Utility Fund	19,442.56
	00161	Utility Outlay Reserve Fund	13,569.41
	00164	Public Benefits Fund	60.14
	00170	Waste Water Utility Fund	10,878.90
	00171	Waste Wtr Util-Capital Outlay	6,473.13
	00172	Waste Water Capital Reserve	1,867,784.23
	00180	Water Utility Fund	301,621.81
	00181	Water Utility-Capital Outlay	259.27
	00182	IMF Water Facilities	7,600.00
	00210	Library Fund	2,534.84
	00260	Internal Service/Equip Maint	28,602.34
	00270	Employee Benefits	63,630.50
	00300	General Liabilities	18,522.00
	00310	Worker's Comp Insurance	25,659.47
	00321	Gas Tax	3,002.59
	00329	TDA - Streets	4,973.51
	00340	Comm Dev Special Rev Fund	828.79
	00501	Lcr Assessment 95-1	1,341.46
	01212	Parks & Rec Capital	28,489.51
	01214	Arts in Public Places	28,508.00
	01217	IMF Parks & Rec Facilities	19,352.12
	01218	IMF General Facilities-Adm	2,939.90
	01250	Dial-a-Ride/Transportation	388,193.90
	01410	Expendable Trust	5,410.73
Sum			3,530,032.42
	00184	Water PCE-TCE-Settlements	9,953.84
Sum			9,953.84
Total for Week			
Sum			3,539,986.26

As of Thursday	Fund	Name	Amount
10/11/07	00100	General Fund	569,214.63
	00123	Info Systems Replacement Fund	2,036.48
	00160	Electric Utility Fund	45,161.01
	00164	Public Benefits Fund	835.67
	00170	Waste Water Utility Fund	11,842.76
	00171	Waste Wtr Util-Capital Outlay	1,627.14
	00172	Waste Water Capital Reserve	22,718.94
	00180	Water Utility Fund	20,809.81
	00182	IMF Water Facilities	1,170.00
	00210	Library Fund	6,760.28
	00234	Local Law Enforce Block Grant	3,249.21
	00260	Internal Service/Equip Maint	5,165.17
	00270	Employee Benefits	380,401.83
	00321	Gas Tax	30,150.32
	00325	Measure K Funds	6,077.11
	00340	Comm Dev Special Rev Fund	831.96
	01212	Parks & Rec Capital	24,863.65
	01217	IMF Parks & Rec Facilities	19.56
	01218	IMF General Facilities-Adm	60,931.72
	01250	Dial-a-Ride/Transportation	13,239.00
	01410	Expendable Trust	41,623.91
Sum			1,248,730.16
	00184	Water PCE-TCE-Settlements	90,271.15
Sum			90,271.15
		Total for Week	
Sum			1,339,001.31

As of Thursday	Fund	Name	Amount
10/18/07	00100	General Fund	453,925.20
	00120	Vehicle Replacement Fund	22,538.07
	00122	Equipment Replacement Fund	118,806.23
	00123	Info Systems Replacement Fund	627.13
	00160	Electric Utility Fund	45,389.10
	00164	Public Benefits Fund	265.21
	00170	Waste Water Utility Fund	31,692.76
	00171	Waste Wtr Util-Capital Outlay	78,932.43
	00172	Waste Water Capital Reserve	23,227.72
	00180	Water Utility Fund	2,315.04
	00182	IMF Water Facilities	22,905.57
	00210	Library Fund	3,952.21
	00211	Library Capital Account	11,731.56
	00235	LPD-Public Safety Prog AB 1913	16,277.85
	00260	Internal Service/Equip Maint	23,255.62
	00270	Employee Benefits	11,501.70
	00310	Worker's Comp Insurance	8,166.67
	00320	Street Fund	17,725.95
	00321	Gas Tax	2,494.80
	00325	Measure K Funds	57,730.50
	00340	Comm Dev Special Rev Fund	2,311.92
	01211	Capital Outlay/General Fund	3,142.00
	01250	Dial-a-Ride/Transportation	91,805.28
	01410	Expendable Trust	8,134.50
Sum			1,058,855.02
	00184	Water PCE-TCE-Settlements	171.00
Sum			171.00
Total for Week Sum			1,059,026.02

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	10/07/07	00100	General Fund	820,871.38
		00160	Electric Utility Fund	147,954.43
		00164	Public Benefits Fund	5,208.75
		00170	Waste Water Utility Fund	79,281.41
		00180	Water Utility Fund	2,525.90
		00210	Library Fund	35,372.88
		00235	LPD-Public Safety AB 1913	3,841.90
		00260	Internal Service/Equip Maint	19,209.04
		00321	Gas Tax - 2105,2106,2107	56,678.47
		00340	Comm Dev Special Rev Fund	32,484.14
		01250	Dial-a-Ride/Transportation	3,114.56
Pay Period Total:				
Sum				1,206,542.86

AGENDA ITEM E-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes
a) October 16, 2007 (Shirtsleeve Session)
b) October 17, 2007 (Regular Meeting)
c) October 23, 2007 (Shirtsleeve Session)
d) October 30, 2007 (Shirtsleeve Session)

MEETING DATE: November 7, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) October 16, 2007 (Shirtsleeve Session)
b) October 17, 2007 (Regular Meeting)
c) October 23, 2007 (Shirtsleeve Session)
d) October 30, 2007 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

_____
Randi Johl
City Clerk

RJ/JMP

Attachments

APPROVED: _____
Blair King, City Manager

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EXHIBIT A

CITY OF LODI
INFORMAL INFORMATIONAL MEETING
"SHIRTSLEEVE" SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, OCTOBER 16, 2007

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, October 16, 2007, commencing at 7:01 a.m.

A. ROLL CALL

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

Absent: Council Members – None

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

B. TOPIC(S)

B-1 "Presentation Regarding Options for a Heritage Tree Policy"

City Manager King and Community Development Director Hatch provided a brief introduction of the subject matter.

Planning Manager Peter Pirnejad provided a PowerPoint presentation regarding options for a tree policy. Specific topics of discussion included history of proposed policy, current practices, Tree City USA designation, types of policies for tree preservation, tree protection ordinance, view and/or solar access ordinance, process associated with implementation, examples of cities with Heritage Tree ordinance, and next steps.

In response to Mayor Johnson, Mr. Hatch stated the situation that gave rise to the discussion is the potential expansion of Mike's Muffler auto business on Central and Kettleman; whereby, the owner wanted to purchase adjacent land that had a significant number of trees on it.

Council Member Hansen provided general comments about the actual need for the tree enforcement policy and fees. He also suggested better promotion of the Tree City USA designation.

Discussion ensued between Council Member Hitchcock, City Attorney Schwabauer, and Community Development Director Hatch regarding a moderate ordinance focused on new developments and larger parcels that would not apply so much to existing small property owners. Specific topics of discussion included the possibility of enforcement prior to development, similar ordinances in other communities, community survey for new projects including Reynolds Ranch, the need to address infill sites such as the Gini project, and the helpfulness of a policy that encourages preservation.

In response to Mayor Johnson, Street and Drainage Manager George Bradley and Interim Parks and Recreation Director Steve Dutra stated individuals were not specifically contacted regarding the meeting.

City Manager King discussed flying the Tree City USA flag, prior experience with a Heritage Tree policy breaking down in the beginning, options associated with better tree designation, property owner participation, and the need for a committee to address potential conflict.

Council Member Hansen suggested there is a need to get input from stakeholders such as Joyce Harmon and Tree Lodi and stated any policy should include an appeals process.

City Manager King provided an overview of the process regarding current tree removal and discussed staff arborist involvement, replacement trees, procedure that has good checks and balances, and private property owner participation in removing trees for a variety of reasons, including sidewalk damage.

In response to Council Member Hitchcock, Mr. King stated that, although there are existing development agreements with the bigger projects as indicated by Mr. Schwabauer, mitigation measures and various regulations may still apply. Mr. Schwabauer stated the projects with development agreements are mostly exempt from fee programs.

In response to Myrna Wetzel, Mayor Johnson stated any tree could be included in the potential policy.

Steve Dutra stated the first step is designation, along with early involvement, especially with examples such as the PAM Company development and the 13-acre Lodi Lake site. He stated Tree Lodi would be happy to assist on a Committee level.

In response to Mayor Johnson, Mr. Dutra stated there is no designated method of replacement as it varies with the opportunities for replacement that present themselves. Mr. King stated in some cases a replacement tree may be planted prior to another tree being removed to allow growth, while in other cases a replacement tree may be planted in the vicinity but not at the same location, such as at the Armory.

George Bradley stated surrounding property owners are contacted when trees are removed and moving trees is sometimes an option, but it is expensive.

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 7:52 a.m.

ATTEST:

Randi Johl
City Clerk

EXHIBIT B

LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, OCTOBER 17, 2007

C-1 CALL TO ORDER / ROLL CALL

The City Council Closed Session meeting of October 17, 2007, was called to order by Mayor Johnson at 5:35 p.m.

Present: Council Members – Hansen, Hitchcock, Katzakian [excluding C-2 (b)], Mounce, and Mayor Johnson

Absent: Council Members – None

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

C-2 ANNOUNCEMENT OF CLOSED SESSION

a) Conference with Blair King, City Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), regarding Lodi Professional Firefighters, Association of Lodi City Employees regarding Maintenance and Operators, and Lodi Police Officers Association pursuant to Government Code §54957.6

b) 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

C-3 ADJOURN TO CLOSED SESSION

At 5:35 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 6:53 p.m.

C-4 RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 7:03 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

In regard to Items C-2 (a) and C-2 (b), discussion was had and direction was given. There was no reportable action.

A. CALL TO ORDER / ROLL CALL

The Regular City Council meeting of October 17, 2007, was called to order by Mayor Johnson at 7:03 p.m.

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

Absent: Council Members – None

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

B. INVOCATION

The invocation was given by Pastor Bill Cummins, Bear Creek Community Church.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Johnson.

D. AWARDS / PROCLAMATIONS / PRESENTATIONS

D-1 (a) Following introductory comments by Community Improvement Manager Wood and Lodi Improvement Committee Chair Eileen St. Yves, Mayor Johnson presented the Community Improvement Award to Pat Walker and Jack Roderick, owners of 207 E. Pine Street, for their efforts in improving their property.

D-2 (a) Mayor Johnson presented a proclamation to Diane Amaral with Hutchins Street Square proclaiming October 2007 as “National Arts and Humanities Month” in the City of Lodi.

D-3 Presentations – None

E. CONSENT CALENDAR

In accordance with the report and recommendation of the City Manager, Council, on motion of Council Member Hitchcock, Mounce second, unanimously approved the following items hereinafter set forth **except those otherwise noted**:

E-1 Claims were approved in the amount of $8,478,743.48.

E-2 The minutes of September 19, 2007 (Regular Meeting), October 2, 2007 (Shirtsleeve Session), October 3, 2007 (Regular Meeting), and October 9, 2007 (Shirtsleeve Session) were approved as written.

E-3 Approved the specifications and authorized advertisement for bids for City-funded maintenance of landscape areas for 2008.

E-4 Adopted Resolution No. 2007-200 awarding the contract for Lane Line Striping for Various City Streets 2007 to Chrisp Company, of Fremont, up to the amount of $50,152.

E-5 Adopted Resolution No. 2007-201 approving the Improvement Agreement for Public Improvements at 610 South Guild Avenue and authorizing the City Manager and City Clerk to execute the agreement on behalf of the City.

E-6 Adopted Resolution No. 2007-202 authorizing the City Manager to extend the elevator services contract with Elevator Technology, Inc., of El Dorado Hills, in the amount of $22,375, and authorizing the City Manager to extend the contract up to an additional two years, if an extension is in the best interest of the City.

E-7 Adopted Resolution No. 2007-203 authorizing the City Manager to execute a Novation Agreement with Sempra Energy Trading Corporation and The Royal Bank of Scotland, transferring interest in a Power Purchase Sales and Enabling Agreement dated May 27, 2004.

E-8 Adopted Resolution No. 2007-204 authorizing the City Manager to execute a Pole License Agreement with Pacific Gas & Electric Company (PG&E) that would allow PG&E to install gas meter communication equipment on designated Electric Utility Department streetlight and utility poles.

E-9 Adopted Resolution No. 2007-205 amending Traffic Resolution No. 97-148 to establish terminal access routes on Cluff Avenue between Turner Road and Victor Road, Black Diamond Way, and Beckman Road between Black Diamond Way and Turner Road and to authorize the Public Works Director to establish terminal access routes on industrial streets defined as streets adjacent to industrial-zoned areas and streets east of Highway 99.

E-10 "Adopt Resolution Authorizing the City Manager to Enter into Negotiations with Union Pacific Railroad for the Acquisition of Properties Located at 232 North Washington Street, 242 Rush Street, and 420 East Lockeford Street as Part of an Affordable Housing Project" was ***removed from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar***.

E-11 Set public hearing for November 7, 2007, to consider reallocation of available Community Development Block Grant and HOME Program income for an affordable housing project.

E-12 Set public hearing for November 7, 2007, to consider Report for Sidewalk Repairs and to confirm the Report as submitted by the Public Works Department.

ACTION ON ITEM REMOVED FROM THE CONSENT CALENDAR

E-10 "Adopt Resolution Authorizing the City Manager to Enter into Negotiations with Union Pacific Railroad for the Acquisition of Properties Located at 232 North Washington Street, 242 Rush Street, and 420 East Lockeford Street as Part of an Affordable Housing Project"

This item was pulled for further discussion by Mayor Johnson.

In response to Mayor Johnson, Community Development Director Hatch stated any shortfall would come from the developer who builds the same into the cost of the project.

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Mounce second, unanimously adopted Resolution No. 2007-206 authorizing the City Manager to enter into negotiations with Union Pacific Railroad for the acquisition of properties located at 232 North Washington Street, 242 Rush Street, and 420 East Lockeford Street as part of an affordable housing project.

F. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

- Jackie McQueen spoke of her concerns regarding the sidewalk in front of her home. She specifically discussed the written request to repair the sidewalk for approximately $8,800, the lack of disclosures when the home was purchased, information shared by George Bradley regarding the State mandate and options for getting a contractor, applicability of repairs to the neighbor's property, realtor and title company communications, and the City's policy regarding patching versus replacing.

- Robert McGarry spoke of his concerns regarding electric rates based in comparison with other electric utility providers. Council Member Hansen suggested Mr. McGeary meet with Electric Utility Director Morrow following the Council meeting.

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

- Council Member Hansen suggested staff look into the possibility of a local process whereby realtors inform buyers of responsibilities associated with sidewalk repairs. Mr. Hansen also reported on his attendance at the Northern California Power Agency meeting and the discussion of greenhouse gas legislation. He also reported that he was appointed as an executive member of the board for San Joaquin Council of Governments.

- Mayor Pro Tempore Mounce reported on her attendance at the 2x2 meeting to discuss Grape Bowl efforts and the stop sign on Ham Lane and her attendance at a meeting for the Lodi Business and Professional Women's group. She also reported on her attendance at a conference for redevelopment reform and provided an overview of the speakers and the City's commitment to not use eminent domain.

- Council Member Hitchcock reported on her attendance at the American Association of University Women meeting where she was the speaker and provided information regarding the General Plan process.

- Mayor Johnson suggested staff look into the influx of new homeless people in the City based on concerns from local business owners and speak to the Police Department and Salvation Army regarding the same. He also stated Orange County Supervisor Chris Norby is a driver of the Municipal Officers for Redevelopment Reform conference who speaks based on efforts in his own community.

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

- City Manager King provided an overview of the anticipated Redevelopment Project Area timeline, stating the Budget and Finance Committee will review the Feasibility Study on October 29, followed by the City Council review of survey areas on November 7, and the Planning Commission designation of the project area on November 14. Discussion ensued between Council Member Hitchcock, Council Member Hansen, and City Manager King regarding the involvement of the Planning Commission at varying stages in the process. Mayor Pro Tempore Mounce suggested the Budget and Finance Committee also consider water meter installation as a part of its review.

I. PUBLIC HEARINGS

I-1 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider adoption of the 2007 California Building Code, Mechanical Code, Electrical Code, and Plumbing Code with local amendments and revise Building Permit Fee Schedule 1A, along with fees for building, mechanical, plumbing, and electrical permits.

City Manager King and Community Development Director Hatch briefly introduced the subject matter.

Building Official Dennis Canright provided a brief PowerPoint presentation regarding the proposed adoption of the Building Code. Specific topics of discussion included Code adoption timelines, changes in the Code cycle, fee schedule changes, cost recovery, fee comparison versus cost recovery, and public communication.

In response to Council Member Hansen, Mr. King stated the Code that is currently shelved is the Zoning Code.

In response to Council Member Hansen, Mr. Hatch stated this Code does not address how many people can live in a rental unit. Mr. Hatch provided an overview of the distinctions between the Uniform Building Code and the International/California Building Code.

In response to Council Member Hitchcock, Mr. Canright stated the City must adopt the Building Code and provide justifications for amendments to the same. Fire Marshal Verne Person stated the new Code does allow for flexibility for new technology. Mr. King stated if the City does not adopt the Code, it will be imposed on January 1 and the only considerations are the amendments and the fee schedule.

In response to Council Member Hitchcock, Mr. Canright stated the Code is set up in different zones and an example is the city of San Francisco, which is more earthquake specific than the City of Lodi.

In response to Council Member Hansen, Mr. Canright stated the fees directly correspond with the service and are consistent with review and turn-around times for contractors, which have been cut down significantly.

Discussion ensued between Mayor Johnson, Council Member Hansen, and Mr. Hatch regarding turn-around times with contractors in responding to the demands of the industry.

In response to Council Member Hansen, Mr. Canright stated Mr. Hansen's suggestion regarding reviews by multiple staff members is well-received as cross training with the employees reviewing both commercial and residential permits has already begun and weekly meetings are held to address the same.

In response to Council Member Hansen, Mr. Hatch stated the fees correspond directly to the cost of process and staff time and the only thing that varies from agency to agency is how overhead costs are handled.

Mayor Johnson suggested reviewing the documentation that is produced by the building industry regarding fees before implementing the new fee schedule. Council Member Hitchcock also suggested reviewing the process and break down of fees for other agencies.

In response to Council Member Hitchcock, Mr. Hatch stated the Code is currently not being enforced.

City Manager King stated the Proposition 218 requirements and fee valuation can be moved separately than the Code adoption if it is necessary to do so.

Hearing Opened to the Public and Will Remain Open Until November 7, 2007

- Crystal Kirst, of Tokay Development, spoke in favor of the continuation of the public hearing to allow the business community time to analyze the fee schedule and review the nexus between the costs and services.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Hitchcock second, unanimously continued the subject public hearing to the regular City Council meeting of November 7, 2007.

I-2 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider introduction of ordinance repealing and reenacting Chapter 20 of Title 15 of the Lodi Municipal Code regulating and governing fire prevention and adopting by reference the code known as the "California Fire Code, Title 24, California Code of Regulations, Part 9" and the 2006 Edition of the International Fire Code Standards, effective January 1, 2008.

Fire Marshal Verne Person provided a brief presentation regarding the proposed changes to the Fire Code and public communication efforts and stated there are no fee changes.

In response to Council Member Hansen, Mr. Person confirmed that there are no fee increases because the pertinent fee schedule was amended two years ago.

In response to Mayor Johnson, Mr. Person stated an individual would know a sprinkler system is down if it was not functioning properly during a routine test and with a trouble alarm.

In response to Mayor Johnson, Mr. Person stated tampering will set off the alarm.

In response to Council Member Hansen, Mr. Person stated an administrative fee is charged for failing to appear or not being prepared for an inspection.

In response to Council Member Hansen, Mr. Person stated the separator to sprinkler change is required at the State level, but the local ordinance is staying the same, and he does not anticipate a significant impact as a result.

In response to Council Member Hitchcock, Mr. Person stated the California Fire Code is not available on the Internet, but a copy can be purchased from the State for approximately $200 and also reviewed at the Library for no cost.

In response to Council Member Hitchcock, Mr. Canright stated the Building Code is also not available on the Internet, but it is available for purchase through the State and review at no cost at City Hall.

In response to Mayor Pro Tempore Mounce, Mr. Person stated the cost for a no show is $75 based on one hour of time expended for preparation and waiting.

In response to Council Member Katzakian, Mr. Person stated the one item for retroactivity is the address numbers.

Hearing Opened to the Public and Will Remain Open Until November 7, 2007

None.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Katzakian second, unanimously continued the subject public hearing to the regular City Council meeting of November 7, 2007.

I-3 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider adopting resolution confirming the 2007 Annual Report and levy of assessments within the Lodi Tourism Business Improvement District.

City Manager King provided a brief overview of the subject matter. Mr. King specifically discussed the already approved work plan and report, the process associated with levying the assessment, and the public hearing process.

In response to Council Member Hitchcock, Executive Director Nancy Beckman stated it is difficult to track data once an advertisement is placed and/or an article has run. Ms. Beckman stated she will look at how to generate actual numbers and the affects on tourism and provide those statistics to the City Council as a part of the annual report.

In response to Mayor Johnson, Ms. Beckman stated the website hits are up significantly along with visitor requests for information, including the newsletter.

Council Member Hitchcock and Mayor Pro Tempore Mounce commended Ms. Beckman and the Visitors Bureau on its efforts to enhance tourism in the City and stated the data could be useful for tracking purposes.

City Manager King stated next year staff will request a clarification regarding the Board for the Lodi Tourism Business Improvement District and Visitors Conference Bureau Board to indicate that both entities are one in the same.

Hearing Opened to the Public

None.

Public Portion of Hearing Closed

MOTION / VOTE:

The City Council, on motion of Council Member Hitchcock, Mounce second, unanimously adopted Resolution No. 2007-207 confirming the 2007 Annual Report for the Lodi Tourism Business Improvement District and levy of assessment.

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 Pro Tempore Mounce, Hansen second, unanimously directed the City Clerk to post for the following vacancy and to re-post for the following open terms on the newly created Lodi Animal Advisory Commission:

Lodi Animal Advisory Commission

Two Vacancies	Terms to expire December 31, 2008
Two Vacancies	Terms to expire December 31, 2009
Three Vacancies	Terms to expire December 31, 2010

Planning Commission

Doug Kuehne	Term to expire June 30, 2009

J-3 Miscellaneous

a) The City Council, on motion of Mayor Pro Tempore Mounce, Johnson second, unanimously accepted the cumulative Monthly Protocol Account Report through September 30, 2007.

K. REGULAR CALENDAR

K-1 "Approve Recommendations for Preferred Site and Treatment Technology for Lodi Surface Water Treatment Facility"

Public Works Director Prima and Rich Stratton, the City's consultant from HDR, provided a presentation regarding the surface water treatment facility site selection and treatment technology. Specific topics of discussion included objective of process design development, Mokelume River water quality summary, water supply and demand considerations, water supply and required treatment capacity, conventional treatments, treatment plant example, requirement for a 5-acre site, membrane treatment and plant example, 3.5-acre site requirement, alternative cost comparison, findings and recommendations, site selection, parks and recreation issues, examples of plant designs, preliminary building concept, Site A aerial view, next steps, recommended actions, and alternative site studies.

In response to Mayor Johnson, Mr. Prima stated the plant capacity for designated period usage versus year-round usage is different because there is more usage when there is a shorter period of time, within which the million gallons per day measured usage can occur.

In response to Mayor Johnson, Mr. Prima stated staff did look into the ability to obtain more water but that is not an option currently; although, it may be later.

In response to Mayor Johnson, Mr. Stratton stated it is best to start out with a 12 capacity and leave room for a 16 capacity should the need arise.

In response to Council Member Hitchcock, Mr. Prima stated the total proposed acreage was 8.5.

In response to Council Member Katzakian, Mr. Prima stated the banked water is utilized during dry years and the extension itself can be banked onto the end of the contract.

In response to Council Member Hansen, Mr. Stratton stated the facility is proposed to be staffed all year round.

In response to Mayor Pro Tempore Mounce, Mr. Prima stated the incremental cost difference between 12 and 26 capacity is approximately sixty cents per gallon per day and staff will be coming back to Council with the actual cost estimates and financing options.

In response to Council Member Katzakian, Mr. Stratton confirmed that there is not too much of an additional cost to add a module if additional room to expand is left in the newly constructed facility.

In response to Council Member Hitchcock, Mr. Stratton stated membrane use treatment is well established and commonly used. He stated in terms of electrical use, membrane treatment uses a little more power, but it is not significant in comparison to the traditional treatment.

In response to Council Member Hitchcock, Mr. Prima confirmed there are no ponds and the storage tanks could be enclosed in a building; although, it is expensive given the size of the tanks and the need for a larger facility. Mr. Prima stated various design options will be brought back to the Council.

Discussion ensued between Council Member Hitchcock and Mr. Prima regarding the aerial view of Site A.

In response to Council Member Hansen, Mr. Prima stated they are looking at a cooperative effort for the Discovery Center. He also stated that there is a significant cost difference to go north because of in ground laid pipe versus outer ground pipe.

Discussion ensued between Council Member Hitchcock and Mr. King regarding contribution by new development, land value for parks and recreation, general fund and enterprise fund application, and options through an appraisal.

In response to Council Member Hitchcock, Mr. Prima stated that, while there will be some environmental analysis, the exact environmental document has not yet been identified.

Council Member Hansen suggested the monetary value from the appraisal be dedicated to the Lake.

Council Member Hitchcock stated she cannot support the concept because she believes the land should be preserved for park purposes.

MOTION/ VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Hansen second, approved the staff recommendation of the vacant 13 acres at the west side of Lodi Lake for the preferred site selection with additional monetary value from the appraisal being dedicated to parks and recreation and approved the selection of membrane treatment technology for the Lodi Surface Water Treatment Facility. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson
Noes: Council Members – Hitchcock
Absent: Council Members – None

K-2 "Adopt Resolution Authorizing the City Manager to Negotiate Change Orders up to $7,750,000 with Western Water Constructors, Inc., of Santa Rosa, for Emergency Repair of Domestic Outfall Sewer Pipeline"

City Manager King provided a brief overview of the status of the emergency repair project.

Public Works Director Prima provided a brief history of related improvements, budget application, inspections to assess the improvements needed, nature of the immediate repairs, cost of approximately $7.75 million which may be reduced somewhat, status of cost-related negotiations, and subcontractor work.

In response to Council Member Hansen, Mr. Prima stated the process includes lining the existing pipe with another PVC pipe. Mr. King stated sliplining is a replacement in-kind process.

In response to Council Member Hansen, Mr. Prima confirmed that the process is much more cost effective than replacing the entire pipe.

In response to Council Member Hansen, Mr. Prima stated the replacement starts by the Van Ruiten property and goes all the way to the plant.

In response to Council Member Hansen, Mr. Prima stated the most severe corrosion appears to be at the end of town; although, some replacement may be needed near the Southwest Gateway project and the Lower Sacramento line coming in.

In response to Mayor Johnson, Mr. Prima stated there may be some obligation if a homeowner's crops are damaged and if there are easements in place. Mr. Prima stated the amount is significant and there will be improvement to access roads as a part of the process.

Discussion ensued between Council Member Hitchcock, City Attorney Schwabauer, and City Manager King regarding the ability to dispense with the formal bid process in cases of emergency and the alternative processes for the same. City Attorney Schwabauer stated he is comfortable with utilizing the local change order process as the most expedient method to undertake the emergency repairs to the infrastructure.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, unanimously adopted Resolution No. 2007-208 declaring a local emergency for the Domestic Outfall Sewer Pipeline; dispensing the City's bidding requirements in accordance with Lodi Municipal Code §3.20.070; and authorizing the City Manager to negotiate change orders of up to $7,750,000 with Western Water Constructors, Inc., of Santa Rosa, for the emergency repair of the Domestic Outfall Sewer Pipeline.

K-3 "Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel ($58,949.28)"

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Johnson second, unanimously approved the expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program Itigation and various other cases being handled by outside counsel in the amount of $58,949.28, as detailed below:

Folger Levin & Kahn - Invoices Distribution

Matter No.	Invoice No.	Date	Description	Water Acct. Amount
8002	104346	Aug-07	People v. M&P Investments	$ 6,649.92
	15163	Jul-07	PES Environmental, Inc. (Keith Obrien)	$ 26,013.43
	7024	May-07	West Environmental Services	$ 7,367.78
	103591	Jul-07	Hartford Client Charges/Costs	$ 10,110.45
			Total	**$ 50,141.58**

Kronick Moskovitz Tiedemann & Girard - Invoices Distribution

Matter No.	Invoice No.	Date	Description	100351.7323	Water Acct.
11233.001	234883	09/25/07	General Advice	$ 26.40	
11233.026	234883	09/25/07	Lodi First v. City of Lodi	$ 4,561.00	
11233.027	234883	09/25/07	Citizens for Open Government v. City of Lodi	$ 262.85	
11233.029	234883	09/25/07	AT&T v. City of Lodi	$ 1,277.45	
11233.030	234883	09/25/07	Water Supply Issues - Not PCE Related		$ 470.00
			Total	**$ 6,127.70**	**$ 470.00**

MISCELLANEOUS

Invoice No.	Date	Description		Water Acct. Amount
1347454-100	9/27/2007	JAMS Mediation Services		$ 550.00
20069594	9/20/2007	Legalink, Inc.		$ 719.50
20069814	9/20/2007	Legalink, Inc.		$ 940.50
			Total	**$ 2,210.00**

K-4 "Consider and Provide Direction with Regard to Participation in the San Joaquin County Enterprise Zone Application"

City Manager King provided a brief presentation regarding the subject matter of the County-wide enterprise zone. Specific topics of discussion included the Council option to participate in a County enterprise zone, concept of enterprise zones, designated areas to stimulate economic development, application due date of November 16, 2007, advantage of enterprise zones for business expansion, state tax incentives, employer wage credits, qualified employees benefits, ability to attract businesses through enterprise zones, concern regarding 15-year commitment, staff resources, memberships in various associations, work on local incentives, reservation with staff time commitment, and the need to fill the economic development coordinator position.
In response to Council Member Hitchcock, Mr. King stated the application is due by November 16, the County will need to have all the information in the next two weeks, and the application requires a commitment for 1/3 person. He also provided an overview of the duties and tasks that will be assigned to that person including reporting requirements.

In response to Council Member Hitchcock, Mr. King stated some cities already have existing staff members that can absorb the work and there is no ability no participate with the program in some junior fashion whereby a 1/3 person commitment would not be necessary.

In response to Council Member Hitchcock, County representative Fran Aguilera discussed the upcoming application deadline, application review by the State around the first of the year, conditional designation for six months, final designation around the end of June, and the self-evaluation process of keeping the commitments made in the application process and thereafter.

In response to Council Member Hitchcock, Mr. Aguilera stated businesses hire from approximately 22 categories and receive approximately $35,000 over a five-year period for each eligible employee up to the maximum amount set by the State. He stated the program is primarily aimed at manufacturing jobs and used for expansion and retention.

In response to Council Member Katzakian, Mr. Aguilera stated the strategy was to focus on the highest distress level areas to acquire bonus points to improve the chances for application approval.

In response to Council Member Katzakian, Mr. Aguilera stated employers receive tax credits for new hires and possibly existing machinery.

In response to Council Member Hansen, Mr. Aguilera stated a survey identified the business tax incentive as the number one incentive in California for businesses. Mr. King stated other tax credits for businesses in enterprises zones may also apply.

In response to Council Member Hitchcock, Mr. King and Mr. Aguilera stated some of the businesses that may qualify include Holtz Rubber, Cottage Bakery, Pacific Coast Producers, Luster-Cal, Schaefer Systems, and plastic companies.

In response to Council Member Hitchcock, Mr. Aguilera stated any newly hired employee, including replacement employees, could qualify.

Discussion ensued between Mayor Johnson and Mr. Aguilera regarding comparisons with other cities based on land mass and staff persons, similar advantages for all cities, proportional balance between commercial and industrial areas, benefits to individual communities, and outreach efforts to businesses.

In response to Mayor Johnson, Mr. Aguilera stated the early involvement from the City requires a resolution from the City, designation of a representative on the Countywide committee, and the submittal of necessary information for the application process.

Discussion ensued between Mayor Johnson and Mr. Aguilera regarding inclusion of Ripon and Escalon, the Dart Container business, skill shortages, and good workforce trends based on comments from employers.

In response to Council Member Hitchcock, Mr. Aguilera stated the staff commitment would come through an employee of the City who would work in coordination with the Countywide effort.

In response to Council Member Hitchcock, Mr. Aguilera stated the conditional designation would probably come sometime around the first of the year.

In response to Council Member Hansen, Mr. Aguilera stated the designation would help attract new retail and commercial types of businesses.

Ian Poulin, Co-Chair of the Industrial Business Group of the Chamber of Commerce, stated he and the group are in support of the proposition. He also stated that, while he cannot speak for the group, resource commitment to the cause might be an option as well.

Pat Patrick, Executive Director of the Chamber of Commerce, spoke in support of the participation in the Countywide enterprise zone.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Hansen second, unanimously approved participation in the County Enterprise Zone efforts and directed staff to complete the application process as necessary.

VOTE TO CONTINUE WITH THE REMAINDER OF THE MEETING

The City Council, on motion of Mayor Johnson, Hitchcock second, unanimously voted to continue with the remainder of the meeting following the 11:00 p.m. hour.

L. ORDINANCES

None

M. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 11:46 p.m.

ATTEST:

Randi Johl
City Clerk

EXHIBIT C

CITY OF LODI
INFORMAL INFORMATIONAL MEETING
"SHIRTSLEEVE" SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, OCTOBER 23, 2007

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, October 23, 2007, commencing at 7:00 a.m.

A. ROLL CALL

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

Absent: Council Members – Hitchcock

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

B. TOPIC(S)

B-1 "Presentation on the Opportunity to Seek Certification for the City's Efforts toward Sustainability"

City Manager King briefly introduced the subject matter of sustainability.

Planning Manager Peter Pirnejad provided a brief PowerPoint presentation regarding the options associated with a certification for the City's efforts toward sustainability. Specific topics of discussion included what is sustainability, why sustainability is important, what are the hopes of achievement, what the City is currently doing, what would be done differently, what sustainability can do for the City, and the next steps in the process.

In response to Mayor Pro Tempore Mounce, Mr. Pirnejad stated Autobond International offers sustainable certification for approximately $15,000. Mr. Pirnejad stated the cost covers an initial audit of the City's practices, assistance to create standard goals and policies for long-term sustainability, and helps the City to meet those standards.

City Manager King stated the situation is not similar to a consultant, but rather similar to obtaining a Good Housekeeping seal of approval; whereby, marketability is based on a standard of practices used for the designation.

In response to Mayor Pro Tempore Mounce, Community Development Director Hatch stated the value of possible grants is somewhat unknown right now as legislation has passed, but the exact dollar amounts have not yet been determined. He stated the certification provides an edge over other competitors.

In response to Mayor Johnson, Mr. Pirnejad stated the method of the bullet points shows the broad brushed mandates and moves to a more precise focus of why financial sustainability is important. Mr. King stated many general plans now have a discussion of financial sustainability. He stated there needs to be financial sustainability 20 years from now in order to provide services without a heavy burden on taxpayers.

Discussion ensued between Council Member Hansen and Mr. King regarding the proposition being driven on the state and federal levels, certification by non-profit, non-governmental organizations, environmental issues coming to the forefront in the next five years, and minimizing and/or mitigating the financial burdens associated with environmental legislation in the future.

Council Member Hansen provided an overview of the SmartGrowth concept and specifically discussed the need to put residential, commercial, pedestrians, and services together, which causes a good overall livability for the individuals moving into an area. Mr. Hansen stated he would like additional information regarding the certification process and cost.

City Manager King stated the financial return would not be a direct one and compared the program to the Tree City USA and All American City program; whereby, cities can receive certain designations for individual organizations. Mr. King stated he does share concerns about cost and staff time, but believes the time is right for a discussion in light of the General Plan review.

Discussion ensued between Council Member Hansen, Mr. King, Mr. Pirnejad, and Mr. Hatch regarding the overview of trends in sustainability, other cities that are undertaking the certification process from Autobond International, County of San Marin, building department universal trends with sustainability including Leadership in Energy and Environmental Design, process of evaluating what we already do to make it better, self-monitoring, marketing to attract businesses to the area, consistency with other organizations in the City including the Chamber of Commerce, Visitors Bureau, and the Lodi-Woodbridge Winegrape Commission, and General Plan inclusion options.

PUBLIC COMMENTS:

- Dr. Cliff Ohmart, Integrated Pest Management Director for the Lodi-Woodbridge Winegrape Commission, spoke in favor of the sustainability certification, stating the Commission went through a similar process to receive its designation and it is important to lead in the area and be ahead of the mandates. In response to Council Member Hansen, Dr. Ohmart stated the Commission went through the designation process in 2005 and greenhouse gases were not a consideration then, but it is being implemented into its sustainability policy and efforts now.

- John Brody, representative from the Mokelumne River Watershed, spoke in favor of the certification, stating he does grant writing for water conservation purposes and certification helps in receiving natural resource grants. In response to Mayor Pro Tempore Mounce, Mr. Brody stated the cost of certification is less than what the City will retrieve in grants. Mr. Pirnejad stated the cost for the Autobond International certification is approximately $15,000 for the first two years and $750 annually thereafter to maintain.

In response to Mayor Johnson, Mr. Pirnejad stated the Autobond certification does throw the largest net for a Citywide effort and review.

Public Works Director Prima stated sustainability is really not an option because in order to operate effectively in the future, the City must review and change practices along the way. Mr. Prima also stated that, since some of the practices are already being done, designation seems appropriate.

In response to Mayor Johnson, Mr. King stated the sustainability movement is spreading between cities across the country and it is a huge topic professionally nationwide. Mr. King stated he anticipates the Council will have a choice in how and from whom it would like to pursue the seal as did the Winegrape Commission.

In response to Council Member Hansen, Mr. King stated the level of staff time is somewhat unknown right now as some of the sustainable practices are already in place. He stated he is relying on staff's enthusiasm and commitments at the current time and additional specific information will likely come at a later time.

Mayor Johnson requested a copy of the sustainability article referred to by the City Manager.

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

EXHIBIT D

CITY OF LODI
INFORMAL INFORMATIONAL MEETING
"SHIRTSLEEVE" SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, OCTOBER 30, 2007

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, October 30, 2007, commencing at 7:05 a.m.

A. ROLL CALL

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

Absent: Council Members – None

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

B. TOPIC(S)

B-1 "Presentation of Various Elements of 2007 Wastewater Certificates of Participation for up to $35 Million"

City Manager King briefly introduced the subject matter of wastewater system revenue certificates of participation and the members of the financing team.

Consultant Eileen Gallagher provided a PowerPoint presentation regarding the wastewater certificates of participation and related financing. Specific topics of discussion included an overview of the 2007 financing including security, ratings and bond insurance, interest rate trends, financing details, financing team, approvals requested, wrap up, and next steps.

In response to Council Member Hansen, Ms. Gallagher stated reserves can be handled in a few different ways because the insurance is providing multiple bid options to address security and cash reserves.

In response to Council Member Hitchcock, Ms. Gallagher confirmed that the approximate reserve amount is $2.6 million.

In response to Council Member Hitchcock, Ms. Gallagher stated that, by lowering the principal, the issuance costs that are variable will be lower.

In response to Mayor Johnson, Ms. Gallagher stated there is a strong chance that the federal government will lower interest rates again and the future should be positive. She also explained that the pricing over 30 years involves serial maturities and longer term bonds on the end so that the City can enjoy a benefit in lower costs and interest rates.

In response to Council Member Hitchcock, Ms. Gallagher stated the interest rate is fixed in the beginning and monthly debt service remains relatively the same for six months.

In response to Council Member Hitchcock, Ms. Gallagher stated the prepayment provisions are not set in stone, but it is customary to have bonds callable in ten years time and it is anticipated this will be the case for the current issue. She stated the previous financing had a sliding scale and the payment is approximately 1.5%.

In response to Mayor Johnson, Ms. Gallagher stated the A- stable rating is good and the highlights are a stable customer base with diversity in customers and the economy, as well as some understanding of the environmental litigation and stable growth control.

In response to Council Member Hitchcock, Ms. Gallagher stated the proposed financing is a standard and strong financing for wastewater with no unusual circumstances. City Attorney Schwabauer stated the low interest rate is standard, not contingent, and the bonds can be sold to a variety of investors. He stated there is nothing unique about the financing.

City Manager King provided a brief overview of the difference between issuing certificates of participation through a stand-alone financing corporation and issuing revenue bonds through a financing authority, with the latter being a bit advantageous in saving a step in the overall process.

In response to Council Member Hitchcock, Mr. Schwabauer stated creating a financing authority can be looked into.

In response to Council Member Hansen, Mr. Krueger stated the rate increase from a few years ago, the debt service requirements, and this issue should cover the related costs without a need for an additional increase. Mr. Krueger stated there may be a need to come back to Council at a later date regarding the unanticipated costs associated with the transmission lines.

In response to Council Member Hansen, Mr. Prima stated the 2003-04 total was approximately $30 million, $10 million will be refunded, and about $50 million will be financed.

Discussion ensued between Council Member Hitchcock and City Manager King regarding debt service, cash reserves, alternatives associated with using a surety in lieu of cash reserves, trends regarding the same, and the option of doing a mixed reserve.

In response to Mayor Johnson, Ms. Gallagher stated the timeline will not be affected greatly if the Council desires to take a bit more time to determine if it would like to use a surety or cash reserve.

In response to Council Member Hansen, Mr. Krueger stated that, from an administrative standpoint, the surety is better because of the heavy tracking element associated with cash reserves. He also stated a cash reserve would be shown as restricted and unusable.

In response to Mayor Johnson, Ms. Gallagher stated there is an AAA related backing for both the insurance and the bonds.

City Manager King stated that, while Fitch did give the City a bump in ratings, it also put some consideration into the environmental litigation and the payment of some related costs from the water and wastewater funds. Mr. King stated the matter will come before the City Council on November 7 and the policy issue to be decided appears to be whether a surety or cash reserve should be utilized.

C. <u>COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS</u>

None.

D. <u>ADJOURNMENT</u>

No action was taken by the City Council. The meeting was adjourned at 8:00 a.m.

ATTEST:

Randi Johl
City Clerk

AGENDA ITEM E-3

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept the Quarterly Investment Reports as required by law Senate Bill 564

MEETING DATE: November 7, 2007

PREPARED BY: Management Analyst

RECOMMENDED ACTION: Accept the quarterly reports of the City of Lodi pooled money investments for the quarters ended as required by SB 564 and the City of Lodi's Investment policy which was reviewed by the City Council on December 20, 2006.

BACKGROUND INFORMATION: SB 564 requires that local agency treasurers submit a report on investments at a public meeting as required by the City of Lodi investment policy, which is submitted to council for approval on an annual basis. Copies of the policy are available in the Finance

The total of all invested funds is as follows:

December 31, 2006 -	$30,400,578.92
March 31, 2007 -	$34,958,899.39
June 30, 2007 -	$40,786,397.20
September 30, 2007 -	$41,061,555.75

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

James R Krueger, Deputy City Manager

RRP/kb

Attachments

APPROVED: _____
Blair King, City Manager

CITY OF LODI

FINANCE DEPT – BUDGET DIVISION
300 W Pine St / P O Box 3006
Lodi, CA 95240
(209) 333-6800 x 2618

DECEMBER 31, 2006 INVESTMENT STATEMENT

Local Agency Investment Funds		
Average interest earnings as of 12/31 -	5.11%	
LODI	Local Agency Inv Fund	17,208,295.06
LPIC	Local Agency Inv Fund (LPIC)	418,842.29
	Subtotal LAIF	**17,627,137.35**
Certificates of Deposit		
SYS76WEST	Bank of the West	100,000.00
SYS75	Bank of America	100,000.00
	Subtotal CD	**200,000.00**
Passbook/Checking Accounts		
Farmers & Merchants		4,130,394.70
Farmers & Merchants – Payroll		23,123.48
Farmers & Merchants – Central Plume		8,619,923.39
	Subtotal P/C Accts	**12,773,441.57**
	TOTAL	**30,400,578.92**

Based on the approved budget and to the extent the budget is adhered to, liquidity is available for the next six months.

Kirk J Evans, Budget Manager
City of Lodi Finance Department

10/8/2007
Date

CITY OF LODI

FINANCE DEPT – BUDGET DIVISION
300 W Pine St / P O Box 3006
Lodi, CA 95240
(209) 333-6800 x 2618

MARCH 31, 2007 INVESTMENT STATEMENT

Local Agency Investment Funds		
Average interest earnings as of 3/31 -	5.17%	
LODI	Local Agency Inv Fund	14,429,464.61
LPIC	Local Agency Inv Fund (LPIC)	3,424,224.94
	Subtotal LAIF	**17,853,689.55**
Certificates of Deposit		
SYS76WEST	Bank of the West	100,000.00
SYS75	Bank of America	100,000.00
Farmers & Merchants	Farmers & Merchants	3,000,000.00
	Subtotal CD	**3,200,000.00**
Passbook/Checking Accounts		
Farmers & Merchants		2,283,902.34
Farmers & Merchants – Money Mkt.		3,028,378.72
Farmers & Merchants – Payroll		88,805.16
Farmers & Merchants – Central Plume		145,016.15
Farmers & Merchants – CP Money Mkt.		8,359,107.47
	Subtotal P/C Accts	**13,905,209.84**
	TOTAL	**34,958,899.39**

Based on the approved budget and to the extent the budget is adhered to, liquidity is available for the next six months.

Kirk J Evans, Budget Manager
City of Lodi Finance Department

10/8/2007
Date

CITY OF LODI

Internal Services Dept – Budget Division

JUNE 30, 2007 INVESTMENT STATEMENT

Local Agency Investment Funds
(average interest earnings as of 6/30/2007 is 5.23%)

LODI	Local Agency Inv Fund	19,648,971.23
LPIC	Local Agency Inv Fund (LPIC)	3,439,412.57
	Subtotal LAIF	**23,088,383.80**

Certificates of Deposit

SYS76WEST	Bank of the West	100,000.00
SYS75	Bank of America	100,000.00
Farmers & Merchants	Farmers & Merchants	100,000.00
	Subtotal CD	**300,000.00**

Passbook/Checking Accounts

Farmers & Merchants		2,879,153.91
Farmers & Merchants – Money Mkt.		6,039,872.44
Farmers & Merchants – Payroll		26,797.01
Farmers & Merchants – Central Plume		97,925.72
Farmers & Merchants – CP Money Mkt.		8,354,264.32
	Subtotal P/C Accts	**17,398,013.40**
	TOTAL	**40,786,397.20**

Based on the approved budget and to the extent the budget is adhered to, liquidity is available for the next six months.

Kirk J Evans

Kirk J Evans, Budget Manager
City of Lodi Finance Department

10/8/2007
Date

CITY OF LODI

FINANCE DEPT – BUDGET DIVISION
300 W Pine St / P O Box 3006
Lodi, CA 95240
(209) 333-6800 x 2618

SEPTEMBER 30, 2007 INVESTMENT STATEMENT

Local Agency Investment Funds		
Average interest earnings as of 9/30 -	5.24%	
LODI	Local Agency Inv Fund	24,108,185.11
LPIC	Local Agency Inv Fund (LPIC)	3,484,223.58
	Subtotal LAIF	**27,592,408.69**
Certificates of Deposit		
SYS76WEST	Bank of the West	100,000.00
SYS75	Bank of America	100,000.00
Farmers & Merchants	Farmers & Merchants	100,000.00
	Subtotal CD	**300,000.00**
Passbook/Checking Accounts		
Farmers & Merchants		2,146,975.03
Farmers & Merchants – Money Mkt.		2,575,683.41
Farmers & Merchants – Payroll		109,384.69
Farmers & Merchants – Central Plume		105,457.27
Farmers & Merchants – CP Money Mkt.		8,231,646.66
	Subtotal P/C Accts	**13,169,147.06**
	TOTAL	**41,061,555.75**

Based on the approved budget and to the extent the budget is adhered to, liquidity is available for the next six months.

Kirk J Evans, Budget Manager
City of Lodi Finance Department

10/22/07
Date

AGENDA ITEM E-04

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Quarterly Report of Purchases Between $5,000 and $20,000

MEETING DATE: August 15, 2007

PREPARED BY: Management Analyst

RECOMMENDED ACTION: Information Only. This report is made to the City Council in accordance with Lodi Municipal Code §2.12.060.

BACKGROUND INFORMATION: During the 3rd calendar quarter of 2007, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through KK

Exh	Date	Contractor	Dept	Project	Award Amt
A	7/2/07	All-Phase Electric	EU	Electric Utility Inventory	$14,472.98
B	7/2/07	HD Supply Utilities LTD	EU	Electric Utility Inventory	$14,088.38
C	7/2/07	Siemens Telegyr Systems, Inc	EU	Change Order (account number chg'd)	$13,200.00
D	7/9/07	General Pacific Inc	EU	Polyphase Solid State Meters	$12,283.50
E	7/12/07	DLT Solutions, Inc	EU	AutoCAD System Upgrade	$13,531.72
F	7/12/07	Republic Sales & Manufacturing	PW	Digester Mixing System Blower	$ 9,670.68
G	7/12/07	Pump Repair Service Co	PW	Impeller Replacement	$ 7,181.54
H	7/12/07	General Pacific Inc	EU	Electric Utility Inventory	$ 5,528.89
I	7/19/07	Golden State Flow Measurement	PW	6" Compound Water Meter Assemblies	$11,389.78
J	7/25/07	Storage Battery Systems	EU	McLane Subsystem Battery System	$ 5,956.34
K	7/24/07	Folger Graphics	HSS	COL Community Arts Directory - Fall 2007	$ 5,596.00
L	7/26/07	HF&H Consultants	PW	W/W Project Financing Revenue Analysis	$19,000.00
M	7/27/07	Shaoe Incorporated	PW	Replacement Pump for Vinewood Basin	$18,279.79
N	7/27/07	Bobcat Central Inc	PW	Small Utility Vehicle Replacement	$ 9,805.64
O	7/30/07	AFL Telecommunications, LLC	EU	Fiber Optic Service to City Hall	$ 7,803.55
P	7/30/07	Intraline, Inc	EU	Electric Utility Inventory	$12,714.50
Q	8/2/07	Trojan Technologies Inc	PW	UV Lamp Replacement	$11,169.37
R	8/7/07	HD Supply Utilities LTD	EU	Electric Utility Inventory	$ 5,947.80
S	8/7/07	Delta Pump Co	PW	Well Replacement	$ 6,716.26
T	8/9/07	MuniQuip Inc	PW	Wemco Pump Rebuild	$ 5,890.59
U	8/13/07	Industrial Commercial Refrigeration	PW	Replace #2 HVAC Compressor on Chiller	$ 8,333.77
V	8/13/07	Intraline, Inc	EU	Electric Utility Inventory	$ 9,507.34
W	8/22/07	Accountemps	EU	Personnel Services	$ 5,000.00
X	8/22/07	Econolite Control Products Inc	PW	Traffic Signal Controller/Cabinet System	$13,823.04
Y	8/22/07	Xerox Corporation	PD	Xerox Copier for LPD	$10,175.37
Z	8/22/07	MuniQuip Inc	PW	Wemco Pump Replacement	$12,068.00

APPROVED: _____

Blair King, City Manager

CITY OF LODI
COUNCIL COMMUNICATION

AA	8/22/07	Siemens Energy & Automation Inc	EU	McLane Substation RTU	$11,884.83
BB	8/22/07	Rubbersidewalks Inc	PW	Rubbersidewalks	$10,397.50
CC	8/27/07	Holmes International	PW	Gap Analysis & Plans and Schedule	$19,995.00
DD	8/28/07	Allquip Universal Inc	EU	TIIGER-1 Mini Derrick	$ 7,200.00
EE	8/29/07	AZCO	PW	Traffic Signal Standard	$ 6,177.11
FF	9/4/07	Trojan UV	PW	UV Lamp Replacement	$18,252.00
GG	9/5/07	Software House International	ISD	IBM Printer Replacement	$ 7,041.60
HH	9/5/07	All Phase Electrical Supply Co	EU	Electric Utility Inventory	$ 6,686.35
II	9/11/07	HD Supply Utilities LTD	EU	Electric Utility Inventory	$ 6,031.84
JJ	9/24/07	Design Community & Environment	CDD	Lodi Municipal Service Review	$14,200.00
KK	9/27/07	Koffler Electrical Mechanical	EU	Repair 1500KVA Padmount Transformer	$12,017.20

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2007-2008 Financial Plan.
FUNDING: Funding as indicated on exhibits

James R Krueger, Deputy City Manager

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Electric Inventory**
DEPARTMENT:	**Electric Utility**
CONTRACTOR	**All Phase Electric Supply Company**
AWARD AMOUNT:	**$14,472.98**
DATE OF RECOMMENDATION:	**July 2,, 2007**

BIDS OR PROPOSALS RECEIVED:

All-Phase Electric Supply	Wire & Prismatic Glass	**$14,472.98**
General Pacific	Wire Only	**$13,740.28**
Intraline	Wire Only	**$13,188.60**
Western States Electric	Wire Only	**$15,822.01**
Southwest Power	Wire Only	**$15,645.30**

"NO BID" or NO RESPONSE RECEIVED:

Ace Supply
Gexpro
Rexel Norcal Valley
Wesco Distribution
Kortick MFG

BACKGROUND INFORMATION & BASIS FOR AWARD:

This order is for the Electric Inventory. These items are for inventory replacement from the period of April 15, 2007-June 30,2007. This period was the time when all purchases were not allowed. All-Phase Electric is only responsive bidder for both wire & glass.

FUNDING: 160.1496

Prepared by: Randy

Title: Senior Storkeeper

Reviewed by: 7/2/07

Purchase Order No. 16759

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/02/07
Purchase Order 16757-000 OP
Fund 3
Buyer Randy (209)333-6768

SUPPLIER
All-Phase Electric Supply Co
Attn Rick Furgison
3282 Lance Drive
Stockton CA 95205-2444

SHIP TO
City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

NOTE
1. Our Order No. must appear on all papers and packages relative to this order.
2. Enclose itemized packing slip indicating our purchase order no. with each shipment.
3. Acceptance of this order shall constitute acceptance of all the provisions on the face and back hereof. Terms and conditions on this purchase order contract, including those on reverse side hereof, shall prevail over any and all inconsistencies contained in your quotation and/or acknowledgements.
4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910		
	ORDER DATE	07/02/07
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

Vendor #	21231	REQUESTOR	Electric Inventory

Account Numbers: 160.1496.

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
#750 MCM STR AL XHHW BLACK CABLE 1000' Reels 118.0476	4000	FT	2.9980	FT	11,992.00
Prismatic Glass Reflector/Refractor Per Spec 151.7602	3	EA	480.0000	EA	1,440.00
Quote No.: Q-2464					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	1040.98	14,472.98
APPROVED BY BK	DATE 7/2/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: RANDY)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory

DEPARTMENT: Electric Utility

CONTRACTOR Western States Electric

AWARD AMOUNT: $16,728.73

DATE OF RECOMMENDATION: July 2,, 2007

BIDS OR PROPOSALS RECEIVED:

Western States Electric		$16,728.73
General Pacific	Bid Items 1,2,3,4,5,11,12	
Intraline	Bid Items 2,3,4,5	
All-Phase	Bid Items 3,4,5,13,15	
Southwest Power	Bid Item 1,2,3,4,5,7,8,9,11,12,13,14,15	
Kortick Mfg	Bid Items 2,7,8,9,11,12	

See attached quote sheets for prices

"NO BID" or NO RESPONSE RECEIVED:

Ace Supply
Gexpro
Rexel Norcal Valley
Wesco Distribution

BACKGROUND INFORMATION & BASIS FOR AWARD:

This order is for the Electric Inventory. These items are for inventory replacement from the period of April 15, 2007-June 30,2007. This period was the time when all purchases were not allowed. Western States Electric is low bidder for items attached.

FUNDING: 160.1496

Prepared by: Randy

Title: Senior Storkeeper

Reviewed by: _____

Purchase Order No. 16759

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/02/07
Purchase Order 16758-000 OP
Fund 3
Buyer Randy (209)333-6768

SUPPLIER
HD Supply Utilities LTD
Western States Electric
Attn Harry Potts
P O Box 82549
Portland OR 97282-0549

SHIP TO
City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

NOTE
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4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/02/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 188058 REQUESTOR Electric Inventory

Account Numbers: 160.1496.

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
7/16" GUY WIRE 20,000LB BRKING STRENGTH 250' Coils 115.9023	1000	FT	.4000	FT	400.00
3/8" GUY WIRE 15,000LB BRKING STRENGTH 250' Coils 115.9026	1500	FT	.2690	FT	403.50
#2STR BARE CU SOFT DRAWN CONDUCTOR 1000' Reel 118.0210	1000	FT	1.0250	FT	1,025.00
#2 TRIPLEX ACSR CABLE (CONCH) 1800' Reel 118.0303	1800	FT	.7370	FT	1,326.60
#1/0 TRIPLEX ACSR CABLE (NERITINA) 1200' Reel 118.0314	2400	FT	1.0210	FT	2,450.40
#4/0-556.5 MCM AL D.E. SHOE SPRING TYPE Bethea ASO-858-2 118.0515	25	EA	16.9500	EA	Removed per RL (purchasing) 423.75
#6-1/0 TO #6-1/0 HOT LINE CLAMP Chance S1520AGP 118.0825	100	EA	6.1500	EA	615.00
#2STR ACSR& AL FULL TENSION AUTO. SLEEVE Reliable 7652 118.1965	12	EA	6.0000	EA	72.00
100A 15KV LOADBREAK CUTOUT Chance C730-114PB 118.2991	48	EA	101.5000	EA	4,872.00
9 KV SURGE ARRESTER Cooper UHG09050A1A1B1A 118.5309	12	EA	39.0000	EA	468.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER

APPROVED BY		DATE
BK	[signature]	7/3/07

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 2
Date 07/02/07
Purchase Order 16758-000 OP
Fund 3
Buyer Randy (209)333-6768

SUPPLIER
HD Supply Utilities LTD
Western States Electric
Attn Harry Potts
P O Box 82549
Portland OR 97282-0549

SHIP TO
City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

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INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/02/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 188058 REQUESTOR Electric Inventory

Account Numbers: 160.1496.

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
5/8" GALVANIZED SQUARE WASHER 2-1/4" Joslyn J1075 117.0906	500	EA	.2500	EA	125.00
1/2" GALVANIZED SPRING WASHER Joslyn J3539 117.0912	500	EA	1.2500	EA	625.00
4 SOL-4 STR COPPER CRIMPIT Burndy YC4C4 117.2625	100	EA	.3900	EA	39.00
750 MCM 2 HOLE AL COMP.LUG (STRAIGHT) Homac AL 750 NTN 124.9645	250	EA	8.1500	EA	2,037.50
#1/0 AL 15kv Cable Terminator Polymer 3M 7652-S-4 W/SC0010 124.6930	15	EA	42.8500	EA	642.75
Quote No.: Q-2464					

Credits:
Item 118,0314 <2450.40>
Sales Tax <189.95>
HL <2640.35>

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	1203.23	~~16,728.73~~
APPROVED BY: BK	DATE: 7/2/07		14088.38

(Entered By: RANDY)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No 1
Date 06/05/07
Purchase Order 16701-001 OP
Fund 3
Buyer

SUPPLIER

Siemens Telegyr Systems Inc
1650 Technology Dr
San Jose CA 95110

SHIP TO

City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

NOTE

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4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO: CITY OF LODI, Accounts Payable, PO Box 3006, Lodi, CA 95241-1910		
	ORDER DATE	05/24/07
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

Vendor #	137947	REQUESTOR	BOB ANDERSON - EUD

Account Numbers: 160653.7335

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
SIEMENS-SPECTRUM POWER TG FOR WINDOWS SERVICE & SUPPORT	1	EA	13,200.0000	EA	13,200.00
SCADA SERVER (WEB IOS) RESTORATION/RECONFIGURATION	1	EA	1,300.0000	EA	1,300.00
SIEMENS QUOTATION NUMBER: S07-085Q					
CONTRACT TERM: 6/1/07 TO 5/31/08					
PER EUD $1300 Item was removed Total liquidation was $13200 (see 2nd Qtr Purchases 5-20K) Kirk Evans Budget Manager					
CHANGE ORDER 6/5/07 CHANGE TO ACCOUNT NUMBER					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750		14,500.00
APPROVED BY	DATE 5/29/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: KENGELMANN)

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 06/05/07
Purchase Order 16701-001 OP
Fund 3
Buyer

SUPPLIER
Siemens Telegyr Systems Inc
1650 Technology Dr
San Jose CA 95110

SHIP TO
City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

NOTE
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INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910	ORDER DATE	05/24/07
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

Vendor # 137947 REQUESTOR BOB ANDERSON - EUD

Account Numbers: 160653.7335

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
SIEMENS-SPECTRUM POWER TG FOR WINDOWS SERVICE & SUPPORT	1	EA	13,200.0000	EA	13,200.00
SCADA SERVER (WEB IOS) RESTORATION/RECONFIGURATION	1	EA	1,300.0000	EA	1,300.00
			Removed by Karen@EU.		
SIEMENS QUOTATION NUMBER: S07-085Q					
CONTRACT TERM: 6/1/07 TO 5/31/08					
CHANGE ORDER 6/5/07 CHANGE TO ACCOUNT NUMBER					

PARTIAL LIQUIDATION
Date 9-5-07
Purchase Order 1670-01
Total Encumbered $ 13,200.00
Liquidate this Amount $ 13,200.00
Encumbered Balance 0

RECEIVED
JUN - 5 2007
ACCOUNTING

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750		14,500.00
APPROVED BY	DATE 5/29/07		

Entered By: KENGELMANN

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Polyphase Solid State Meters

DEPARTMENT: ELECTRIC UTILITY

CONTRACTOR: GENERAL PACIFIC

AWARD AMOUNT: $12,283.50

DATE OF RECOMMENDATION: 07/09/07

BIDS OR PROPOSALS RECEIVED:

1 bid - General Pacific

"NO BID" or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

NEW METERS FOR INSTALLATION. GENERAL PACIFIC IS THE SOLE SOURCE FOR THIS TYPE OF EQUIPMENT CITY COUNCIL AGREEMENT.

FUNDING: 160613.7712

Prepared by: KEN BERG Ken Berg

Title: METERING TECHNICIAN

Reviewed by: D. BUCANEG

10/18/07

Purchase Order No. 16787-000

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/09/07
Purchase Order 16787-000 OP
Fund 3
Buyer

SUPPLIER
General Pacific Inc
P O Box 20578
Portland OR 97294

SHIP TO
City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

NOTE
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4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/09/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 22630 REQUESTOR KEN BERG - EUD

Account Numbers: 160613.7712

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
TRILLIANT MODULE-EQUIPPED FORM 9S SENTINEL METERS ITRON #H132000	8	EA	1,425.0000	EA	11,400.00
	(7) 8/1				
SEQUENTIALLY NUMBERED STARTING WITH #38917					
SOLE SUPPLIER - POLYPHASE SOLID STATE METERS					
PROCEED WITH ORDER					
CC: D.BUCANEG					
K.BERG					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	883.50	12,283.50

Entered By: KENGELMANN

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: AUTO CAD SYSTEM UPGRADE

DEPARTMENT: ELECTRIC UTILITY

CONTRACTOR: DLT SOULTIONS

AWARD AMOUNT: $16,531.72

DATE OF RECOMMENDATION: 7/12/07

BIDS OR PROPOSALS RECEIVED:

1 BID - DLT SOULTIONS

"NO BID" or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

SYSTEM UPGRADE TO THE EXISTING AUTO CAD SOFTWARE USED BY ENGINEERING STAFF. DLT SOULTIONS IS THE SOLE PROVIDER FOR THIS TYPE OF UPGRADE.

FUNDING: 160612.7335

Prepared by: CARL WOHL 10/18/07

Title: ELECTRIC DRAFTING TECH.

Reviewed by: D. BUCANEG 10/18/07

Purchase Order No. 16806-000

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/12/07
Purchase Order 16806-000 OP
Fund 3
Buyer

SUPPLIER
DLT Solutions Inc
P O Box 102549
Atlanta GA 30368

SHIP TO
City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

NOTE
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4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910		
	ORDER DATE	07/12/07
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

Vendor #	75141	REQUESTOR	CARL WOHL - EUD

Account Numbers: 160612.7335

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
MAP 3D 2008 LEGACY STANDALONE LICENSE WITH 1 YR SUBSCRIPTION SYSTEM UPGRADE FROM 2004	4	EA	3,529.2800	EA	14,117.12
MAP 3D 2008 SUBSCRIPTION RETRO FEE FOR 2005 - 1 YR	1	EA	565.2700	EA	565.27
MAP 3D 2008 SUBSCRIPTION ACTIVATION FEE	1	EA	95.0000	EA	95.00
MAP 3D 2008 SUBSCRIPTION 1 YR UPGRADE FROM 2005	1	EA	565.2700	EA	565.27
SYSTEM UPGRADE TO THE EXISTING AUTO CAD SOFTWARE USED BY THE ESTIMATORS AND DRAFTSPERSONS.					
CC: D. BUCANEG C. WOHL G. KING					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	1189.06	16,531.72

APPROVED BY — DATE 7/13/07

Entered By: KENGELMANN

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT
IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**White Slough Digester Mixing System Blower Puchase**
DEPARTMENT:	**Public Works**
CONTRACTOR	**Republic Sales & Manufacturing**
AWARD AMOUNT:	**$9,670.68**
DATE OF RECOMMENDATION:	**July 17, 2007**

BIDS OR PROPOSALS RECEIVED:

Republic Sales & Manufacturing $9,670.68

"NO BID" or NO RESPONSE RECEIVED:

California Tank & Pneumatic-No response
Accurate Air Engineering-No response

BACKGROUND INFORMATION & BASIS FOR AWARD:

The Roots Blower being requested is intended to provide redundancy in the event of a mechanical failure of one of the "duty" blowers. The blowers are used to mix the contents of the digesters ensuring proper operation of the anaerobic digestion system. Having backup mixing capabilities is needed to ensure the digesters meet regulatory requirements.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: Wastewater Treatment Superintendent

Purchase Order No. 16798

Reviewed by

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/12/07
Purchase Order 16798-000 OP
Fund 3
Buyer

SUPPLIER
Republic Sales & Manufacturing
P O Box 671166
Dallas TX 75267-1166

SHIP TO
City of Lodi--White Slough WPCF
12751 N Thornton Rd
Lodi CA 95242

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/12/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	DAVID GROD

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Vendor # 187936 REQUESTOR KELLY POWERS-WHITE SLOUGH

Account Numbers: 170403.7331

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
RAM 406 GJ ROOTS BLOWER	1	EA	8,830.0000	EA	8,830.00
FREIGHT	1	EA	145.1000	EA	145.10

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	695.58	9,670.68
APPROVED BY	DATE		
	7/17/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: KCHU)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**White Slough Impeller Replacement**
DEPARTMENT:	**Public Works**
CONTRACTOR	**Pump Repair Services Co.**
AWARD AMOUNT:	**$7,181.54**
DATE OF RECOMMENDATION:	**July 13, 2007**

BIDS OR PROPOSALS RECEIVED:

Pump Repair Services Co. $7,181.54

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The request is to purchase a replacement pump impeller for one of the two Industrial Waste Pumps. The impeller is extremely worn causing inefficient pump operation.
No other bids were pursued as Pump Repair Services Co. is the sole source provider for Chicago brand pump replacement parts.
The attached quote from Pump Repair Service Company did not include the tax or freight cost that is reflective of the amount shown above.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: W.T. Superintendent

Reviewed by: [illegible]

Purchase Order No. 16797

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/12/07
Purchase Order 16797-000 OP
Fund 3
Buyer

SUPPLIER
Pump Repair Service Co
P O Box 34327
San Francisco CA 94134

SHIP TO
City of Lodi--White Slough WPCF
12751 N Thornton Rd
Lodi CA 95242

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/12/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	RON VETTER

NOTE
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Vendor # 71327 REQUESTOR KELLY POWERS-WHITE SLOUGH

Account Numbers: 170403.7331

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
CAST IRON IMPELLER RH W/19.5 DIAMETER	1	EA	6,530.0000	EA	6,530.00
FOB FACTORY	1	EA	135.0000	EA	135.00
IMPELLAR FOR CHICAGO PUMP MODEL HBBOLC-12" CAST IRON IMPELLAR RIGHT HAND WITH 19.5 DIAMETER ALLOW 10-12 WEEKS TO SHIP					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	516.54	7,181.54
APPROVED BY BLC	DATE 7/13/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: KCHU)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Electric Inventory**
DEPARTMENT:	**Electric Utility**
CONTRACTOR	**General Pacific Inc.**
AWARD AMOUNT:	**$5,528.89**
DATE OF RECOMMENDATION:	**July 12, 2007**

BIDS OR PROPOSALS RECEIVED:

General Pacific	$5,528.89
Intraline	$7,436.53

"NO BID" or NO RESPONSE RECEIVED:

Ace Supply	Kortick MFG
Gexpro	Western States Electric
Rexel Norcal Valley	Southwest Power
Wesco Distribution	

BACKGROUND INFORMATION & BASIS FOR AWARD:

This order is for the Electric Inventory. These items are to maintain the minimum quantity required by the Electric Department. General Pacific was awarded the bid based on being the lowest price. Individual item prices can be viewed on the attached sheets.

FUNDING: 160.1496

Prepared by: Randy

Title: Senior Storkeeper

Reviewed by: B 15

Purchase Order No. 16803

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/12/07
Purchase Order 16803-000 OP
Fund 3
Buyer Randy (209)333-6768

Sherry

FILE COPY

SUPPLIER
General Pacific Inc
Attn Teresa Severin
P O Box 20578
Portland OR 97294

SHIP TO
City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

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INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/12/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 22630 REQUESTOR Electric Inventory

Account Numbers: 160.1496.

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
#4/0 STR CU SD BARE CONDUCTOR 2-500' Reels on pallet 118.0225	1000	FT	3.1400	FT	3,140.00
#6 TRIPLEX ACSR CABLE (VOLUTA) 2200' Reel on pallet 118.0306	2200	FT	.4490	FT	987.80
1/0 Preform Dead End Preformed ND-0110 118.7101	50	EA	4.0800	EA	204.00
Coyote Closure W/6 Port End Plate & Buffer Tube Storage 116.0020	1	EA	257.4500	EA	257.45
Coyote Defender for Closure Applications 8003492 116.0021	1	EA	541.9800	EA	541.98
Quote No.: Q-2468					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	397.66	5,528.89

APPROVED BY [signature] DATE 7/13/07

(Entered By: RANDY)

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**6" Compound Water Meter Assemblies**
DEPARTMENT:	**Public Works – Water/Wastewater Divisions**
CONTRACTOR	**Golden State Flow Measurement Inc**
AWARD AMOUNT:	**$11,389.78**
DATE OF RECOMMENDATION:	**July 17, 2007**

BIDS OR PROPOSALS RECEIVED:

Golden State Flow Measurement Inc., Sacramento **$11,389.78**

"NO BID" or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

Two customers have paid for the installation of 6" compound water meters. The City is standardized on Sensus brand flow meters for large applications, Golden State Flow Measurement Inc. is the local supplier.

FUNDING: 181402.1831.2100 Water Capital Project

Prepared by: Frank Beeler

Title: Water/Wastewater Superintendent

Reviewed by: [illegible]

Purchase Order No. 16817

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/17/07
Purchase Order 16817-000 OP
Fund 3
Buyer MSC-PW 209-333-6740

SUPPLIER

Golden State Flow Measurement Inc
4821 Golden Foothill Parkway
El Dorado Hills CA 95762

SHIP TO

City of Lodi
MSC - Public Works
1331 S Ham Lane
Lodi CA
95242-3995

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/17/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

NOTE

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Vendor # 30453 REQUESTOR RICHARD LENFESTEY

Account Numbers: 181402.1831.2150

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
6" COMPOUND METERS 1 METER FOR 350 N GUILD AVE (ADM) 1 METER FOR 975 FAIRMONT AVE (LODI MEMORIAL HOSPITAL)	2	EA	5,285.2800	EA	10,570.56

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	819.22	11,389.78
APPROVED BY	DATE 7/18/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: JBANDY)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: MCLANE SUBSTATION BATTERY SYSTEM

DEPARTMENT: ELECTRIC UTILITY

CONTRACTOR: STORAGE BATTERY SYSTEMS

AWARD AMOUNT: $5,956.34

DATE OF RECOMMENDATION: 7/18/07

BIDS OR PROPOSALS RECEIVED:

LAMARCHE C/O GEO E. HONN CO.	$7,286.00
NOR-CAL BATTERY CO	$8,634.00
STORAGE BATTERY SYSTEMS	$5,956.34

"NO BID" or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

FOR REPLACEMENT OF DEFECTIVE BATTERY SYSTEM AT MCLANE SUBSTATION. BASIS FOR AWARD TO STORAGE BATTERY SYSTEM IS THEY WERE THE LOWEST BIDDER

FUNDING:
161651.1829.1700

Prepared by: ALLEN AADLAND

Title: ELECTRICAL TECHNICIAN

Reviewed by: D. BUCANEG 10/18/07

Purchase Order No. 16821-000

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/19/07
Purchase Order 16821-000 OP
Fund 3
Buyer

SUPPLIER

STORAGE BATTERY SYSTEMS
N56 W16665 RIDGEWOOD DR
MENOMONEE FALL WI 53051

SHIP TO

City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

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INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910		
	ORDER DATE	07/19/07
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

Vendor #	3	REQUESTOR	ALLEN AADLAND - EUD

Account Numbers: 161651.1829.1700

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
REPLACE OF MCLAIN SUB DEFECTIVE BATTERY SYSTEM					
48 VOLT 24 CELL BATTERY SYSTEM 150ah, PART # 4Xsr12150	1	EA	2,220.0000	EA	2,220.00
48 VOLT 20 AMP BATTERY CHARGER PART # AT10-048-020-F-SX	1	EA	2,510.0000	EA	2,510.00
2-STEP BATTERY RACK PART # SGL 2-12	1	EA	255.0000	EA	255.00
SHIPPING	1	EA	585.0000	EA	585.00
PER QUOTE DATED 7/17/07					
CC: D. BUCANEG A. AADLAND					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	386.34	5,956.34
APPROVED BY	DATE		

(Entered by: KENGELMANN)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT. IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT L

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**The City of Lodi-Community Arts Directory/Fall 2007 issue**
DEPARTMENT:	**Division of Arts & Culture/Community Center**
CONTRACTOR	**Folger Graphics**
AWARD AMOUNT:	**$5,596.00**
DATE OF RECOMMENDATION:	**July 25, 2007**

BIDS OR PROPOSALS RECEIVED:

	Folger Graphics		$5,596.00	**Provided all services**
	6 West Design		$1,900.00	**Lay out only/Cannot print catalogs**
	Casey Printing		$5,946.00	**Printing only/no lay out**
	Sig-1 Graphics		$10,921.50	**Printing only**
	Pride Industries		$8,000.00	**Printing only**

"NO BID" or NO RESPONSE RECEIVED:

Duncan Press **Unable to print**

BACKGROUND INFORMATION & BASIS FOR AWARD:

Folger Graphics offers printing, binding , duplication, lay-out and delivery to postal center

FUNDING:108026.7301

Prepared by: Diane C. Amaral

Title: Administration Clerk

Reviewed by: Jo M. Rodg

Purchase Order No.

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/25/07
Purchase Order 16834-000 OP
Fund 3
Buyer

SUPPLIER
Folger Graphics
2339 Davis Ave
Hayward CA 94545-1111

SHIP TO
Hutchins Street Square
125 S Hutchins St
Lodi CA 95240

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/25/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	BILL BRIGG

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Vendor # 155441 REQUESTOR Diane Amaral-Division of Arts

Account Numbers: 108026.7301

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
Printing,binding,duplication	1	EA	5,596.0000	EA	5,596.00
Confirming-Bill Briggs					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750		5,596.00

APPROVED BY [signature] DATE 7/25/07

(Entered By: DAMARAL)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT. IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Wastewater Project Financing Revenue Analysis**		
DEPARTMENT:	**Public Works**		
CONTRACTOR	**HF&H Consultants, LLC**		
AWARD AMOUNT:	**$19,000**	**(Not to exceed)**	**Time & Materials per proposal (attached)**
DATE OF RECOMMENDATION:	**July 24, 2007**		

BIDS OR PROPOSALS RECEIVED:

n/a – Professional Services

"NO BID" or NO RESPONSE RECEIVED:

n/a

BACKGROUND INFORMATION & BASIS FOR AWARD:

HF&H performed the revenue analysis for the 2004 COP financing and the capacity fee update. The financial model needs to be updated for the proposed 2007 Phase 3 project financing. HF&H has the time available in order to work within the short time frame proposed by the City's financial advisor, Tom Dunphy with Lamont Financial Services.

FUNDING: Wastewater Fund

Prepared by: Richard Prima

Title: Public Works Director

Reviewed by: James M. Kasso

HF&H CONSULTANTS, LLC
Advisory Services to
Municipal Management

2175 North California Boulevard, Suite 990
Walnut Creek, California 94596
Tel: (925) 977-6950
Fax: (925) 977-6955
hfh-consultants.com

Walnut Creek
Newport Beach

July 23, 2007

Mr. Richard C. Prima
Director of Public Works
City of Lodi
221 West Pine Street
Lodi, CA 96241-1910

Subject: **Sewer Rates: Update Financial Projections**

Dear Mr. Prima:

At your request, I have prepared this engagement letter to provide the consulting services referenced above. Specifically, we will update the sewer rate model to evaluate capital financing options. We will include the current operating budget and prepare new projections. We will include the current capital budget to reflect the updated cost estimates and construction schedule. We will review the revenue projections and update them as needed. We will also evaluate the reserve funds. Different financing scenarios will be developed to evaluate the optimal financing approach. Combinations of revenue from sources such as bond proceeds, connection fees, and SWRCB funding will be considered in the analysis.

The work will be conducted by me and, under my direction (and with your approval), Edmund Jones. Edmund is an Associate with the firm (in an adjacent office) who works closely with me on all our sewer rate models. I would use him to prepare the initial update in which new operating and capital budgets are incorporated into the existing model. By using Edmund, consulting costs will be lower, another person can assist with quality control, and the project can move faster. After Edmund updates the basic financial data, I would work with you and the City's financial advisor to refine the analysis and evaluate scenarios. Alternatively, if you prefer, I can perform all of the work myself.

I estimate a budget range of $14,250 to $18,750 depending on the number of scenarios and the amount of Edmund's involvement. We would bill the City on a time-and-expenses, not-to-exceed basis based on our standard hourly rates (Edmund's and my hourly billing rates are $120 and $185 respectively; expenses are billed at cost.)

Please acknowledge your acceptance of these terms by signing below and returning a copy to me. Thank you for this opportunity to assist you in this matter. Please call me if you have any questions or require additional information.

Very truly yours,

HF&H CONSULTANTS, LLC

John W. Farnkopf, P.E.
Senior Vice President

Agreed and accepted this 24th day of July, 2007.

By: _____
City of Lodi

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Replacement Pump for Vinewood Basin**
DEPARTMENT:	**Public Works**
CONTRACTOR	**Shape Incorporated**
AWARD AMOUNT:	**$18,279.79**
DATE OF RECOMMENDATION:	**07/25/2007**

BIDS OR PROPOSALS RECEIVED:

Shape Incorporated, Sole Supplier	$18,279.79

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Streets and Drainage has been phasing out vertical turbine pumps for about five years upon their failure. The old fashion vertical turbines are being replaced with the more efficient Flygt submersible pumps because of their proven reliability, energy efficiency, and reduced maintenance. Flygts are used exclusively, not only because of the proven track record, but because of the need to have compatibility for all sites. The mounting discharge flanges for the pumps need to be compatible so in the case of an emergency, a pump can be moved from one site to another.

FUNDING: Wastewater Fund, Storm

Prepared by: Curtis Juran

Title: Assistant Streets & Drainage Manager

Reviewed by: [illegible]

Purchase Order No.

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/26/07
Purchase Order 16836-000 OP
Fund 3
Buyer MSC-PW 209-333-6740

SUPPLIER

Shape Incorporated
6600 Koll Center Pkwy Ste 220
Pleasanton CA 94566

SHIP TO

City of Lodi
MSC - Public Works
1331 S Ham Lane
Lodi CA
95242-3995

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/26/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

NOTE

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Vendor # 59432 REQUESTOR CURT JURAN

Account Numbers: 170405.7731

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
VINEWOOD BASIN					
FLYGT PUMP MODEL NP3171X613	1	EA	16,965.0000	EA	16,965.00
QUOTE # 087965 DATED 7/25/07					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	1314.79	18,279.79
APPROVED BY	DATE 7/26/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: JBANDY)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**White Slough Small Utility Vehicle Replacement**
DEPARTMENT:	**Public Works**
CONTRACTOR	**Vendor: Bobcat Central, Inc.**
AWARD AMOUNT:	**$9,805.64**
DATE OF RECOMMENDATION:	**July 26, 2007**

BIDS OR PROPOSALS RECEIVED:

Proposal Received from Garton Tractor, Stockton, CA (Kawasaki) - Not Recommended.	$9,800.13
Proposal Received from Bobcat Central, Stockton, CA (Kubota) - Recommended.	$9,805.64

"NO BID" or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The White Slough Treatment Plant currently utilizes two small utility vehicles. These vehicles are used by operations and maintenance staff to perform their respective duties in and about the facility property. The engine on vehicle 04-140 failed and must be replaced for the second time since its original purchase in 1997. Since new, the City has invested over $14,000 in maintenance and repairs to this vehicle. Staff has evaluated repairing this vehicle, however, the cost of the current needed repairs is estimated at over $4,000.

Considering its age and the amount of recent maintenance costs, it is recommended the City purchase a new small utility vehicle. Staff has evaluated the Kubota and Kawasaki brands and has determined the vehicle that bests fits the City's needs is the Kubota at $9,805.64.

FUNDING: Wastewater Capital Equipment Fund: Account Number 1711201.7851.

Prepared by: Charlie Swimley

Title: Water Services Manager

Reviewed by: Richard [illegible]

Purchase Order No. 16840

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/27/07
Purchase Order 16840-000 OP
Fund 3
Buyer MSC-PW 209-333-6740

SUPPLIER

Bobcat Central Inc
3516 Newton Rd
Stockton CA 95205-2405

SHIP TO

City of Lodi
MSC - Public Works
1331 S Ham Lane
Lodi CA
95242-3995

NOTE

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INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/27/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 60783 REQUESTOR CHARLIE SWIMLEY

Account Numbers: 1711201.7851

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
RTV 900 6-K KUBOTA UTILITY VEHICLE	1	EA	10,047.0000	EA	10,047.00
TRADE - IN VALUE	1	EA	1,020.0000-	EA	1,020.00
PER ATTACHED QUOTE DATED 7/26/07					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	778.64	9,805.64
APPROVED BY BLC	DATE 7/27/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: JBANDY)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Fiber Optic Service to City Hall

DEPARTMENT: ELECTRIC UTILITY

CONTRACTOR: AFL Telecommunications, LLC

AWARD AMOUNT: $7,695.01

DATE OF RECOMMENDATION: 08/15/07

BIDS OR PROPOSALS RECEIVED:

1 BID - AFL TELECOMMUNICATIONS

"NO BID" or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

FOR FIBER OPTIC NETWORK REQUIRING THIS TYPE OF MATERIAL. AFL TELECOMMUNICATIONS IS THE SOLE SOURCE PROVIDER FOR THIS TYPE OF MATERIAL.

FUNDING: 160650.7719

Prepared by: G. MAI T. Engelmann for G. Mai

Title: ELECTRICAL ESTIMATOR

Reviewed by: D. BUCANEG 10/18/07

Purchase Order No. 16842-001

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/15/07
Purchase Order 16842-001 OP
Fund 3
Buyer

SUPPLIER
AFL Telecommunications LLC
13726 Collections Center Dr
Chicago IL 60693-0137

SHIP TO
City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

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INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/27/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 182211 REQUESTOR GARY MAI - EUD

Account Numbers: 160650.7719

9/27

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
PATCH PANELS - CAT # C211498-BS-0005	9-20-07 (1) 3	EA	1,891.1000	EA	5,673.30
SPLICE SHELVES - CAT # C211795-W	3	EA	269.4800	EA	808.44
SPLICE TRAYS - CAT # 911442-00-00	18	EA	31.5000	EA	567.00
SHIPPING	9/27 (1)	EA	100.0000	EA	100.00
PROCEED WITH ORDER					
SOLE SOURCE					
MATERIAL NEEDED FOR COMPLETION OF FIBER OPTIC RING AND SERVICE TO CITY HALL					
CHANGED VENDOR NAME - 08/15/07					

PARTIAL LIQUIDATION
Date 09/27/07
Purchase Order 16842
Total Encumbered $ 4105.96
Liquidate this Amount $ 4105.96
Encumbered Balance 0

PARTIAL LIQUIDATION
Date 09/13/07
Purchase Order # 16842
Total Encumbered $ 6794.85
Liquidate this amount $ 631.64
Encumbered Balance $ 6163.21

PARTIAL LIQUIDATION
Date 09/13/07
Purchase Order # 16842
Total Encumbered $ 7695.01
Liquidate this amount $ 900.16
Encumbered Balance $ 6794.85

PARTIAL LIQUIDATION
Date 9-20-07
Purchase Order 16842
Total Encumbered $ 6163.21
Liquidate this Amount $ 2057.25
Encumbered Balance 4105.96

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	546.27	7,695.01

APPROVED BY DATE 7/30/07

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: KENGELMANN)

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/27/07
Purchase Order 16842-000 OP
Fund 3
Buyer

SUPPLIER
Stephens McCarthy & Lancaster
P O Box 91911
Chicago IL 60693

SHIP TO
City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

NOTE
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INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910		
	ORDER DATE	07/27/07
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

Vendor #	59934	REQUESTOR	GARY MAI - EUD

Account Numbers: 160650.7719

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
PATCH PANELS - CAT # C211498-BS-0005	3	EA	1,891.1000	EA	5,673.30
SPLICE SHELVES - CAT # C211795-W	3	EA	269.4800	EA	808.44
SPLICE TRAYS - CAT # 911442-00-00	18	EA	31.5000	EA	567.00
SHIPPING	1	EA	100.0000	EA	100.00
PROCEED WITH ORDER					
SOLE SOURCE					
MATERIAL NEEDED FOR COMPLETION OF FIBER OPTIC RING AND SERVICE TO CITY HALL					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	546.27	7,695.01
APPROVED BY	DATE 7/30/07		

(Entered By: KENGELMANN)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT. IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Electric Utility Inventory**
DEPARTMENT:	**Electric**
CONTRACTOR	**Intraline Inc.**
AWARD AMOUNT:	**$12,714.50**
DATE OF RECOMMENDATION:	**July 30, 2007**

BIDS OR PROPOSALS RECEIVED:

Intraline Inc.	$12,714.50
General Pacific	$13,723.04
HD Supply/Southwest Power	$14,481.60
Wesco Distribution	$19,395.00

"NO BID" or NO RESPONSE RECEIVED:

HD Supply/ Western States Electric

BACKGROUND INFORMATION & BASIS FOR AWARD:

This wire is for the Electric Inventory. It will be used to cover current jobs and the minimum quantity as required by the Electric Utility Department. Intraline was awarded the bid based on low price.

FUNDING: 160.1496

Prepared by: Randy

Title: Senior Storkeeper

Reviewed by: Mick Bemble for George Morrow 8/16/07

Purchase Order No. 16848

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/30/07
Purchase Order 16848-000 OP
Fund 3
Buyer Randy (209)333-6768

SUPPLIER

Intraline Inc
379 Beach Road
Burlingame CA 94010

SHIP TO

City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

JUL 31 2007

NOTE

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INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910		
	ORDER DATE	07/30/07
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

Vendor #	25881	REQUESTOR	Electric Inventory

Account Numbers: 160.1496.

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
#750 MCM STR AL XHHW BLACK CABLE 118.0476 Quote No.: Q-2470	4000	FT	2.9500	FT	11,800.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 15 Days	7.750	914.50	12,714.50
APPROVED BY BJC	DATE 7/30/07		

(Entered By: RANDY)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**White Slough UV Lamp Replacement**
DEPARTMENT:	**Public Works**
CONTRACTOR	**Trojan Technologies Inc.**
AWARD AMOUNT:	**$11,169.37**
DATE OF RECOMMENDATION:	**July 30, 2007**

BIDS OR PROPOSALS RECEIVED:

Trojan Technologies Inc. $11,169.37

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

UV lamps are used in the wastewater treatment process to disinfect treated wastewater before it is discharged to Dredger Cut or used by our customers (NCPA and San Joaquin Vector Control District). Trojan Technologies Inc. is the manufacturer of our UV system and the sole supplier for all the parts utilized in their system including the UV lamps. The UV lamps being purchased will be part of ongoing operations and maintenance costs as they near their operational life expectancy of 12,000 hours. Future purchases will follow as the remaining lamps reach their life expectancy. The lamp replacement costs have been anticipated and are included in the 2007-2008 Wastewater Budget.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: W. T. Superintendent

Reviewed by: _____

Purchase Order No. 16847

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 07/30/07
Purchase Order 16847-000 OP
Fund 3
Buyer

SUPPLIER
Trojan Technologies Inc
P O Box 31-0634
Detroit MI 48231

SHIP TO
City of Lodi--White Slough WPCF
12751 N Thornton Rd
Lodi CA 95242

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	07/30/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	JUDY

NOTE
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Vendor # 154704 REQUESTOR BRETT MOROZ-WHITE SLOUGH

Account Numbers: 170403.7331

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
AMALGAM UV LAMP GA64T6	73	EA	142.0000	EA	10,366.0[illegible]

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	803.37	11,169.3[illegible]

APPROVED BY: BJC [signature]

DATE: 7/30/07

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: KCHU

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Electric Utility Inventory**
DEPARTMENT:	**Electric**
CONTRACTOR	**Western States Electric**
AWARD AMOUNT:	**$5,947.80**
DATE OF RECOMMENDATION:	**August 2, 2007**

BIDS OR PROPOSALS RECEIVED:

Western States Electric $5,947.80
Sole Supplier see attached letter from Cooper

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This item is for the Electric Inventory. The fuses are used in switches. Western States Electric is a sole supplier of Cooper products. See attached letter from Cooper.

FUNDING: 160.1496

Prepared by: Randy

Title: Senior Storkeeper

Reviewed by: Linda Bremble for George Morrow 8/16/07

Purchase Order No. 16865

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/02/07
Purchase Order 16865-000 OP
Fund 3
Buyer Randy (209)333-6768

SUPPLIER

HD Supply Utilities LTD
Western States Electric
P O Box 82549
Portland OR 97282-0549

SHIP TO

City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

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INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/02/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 188058 REQUESTOR Electric Inventory

Account Numbers: 160.1496.

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
150 AMP SX-LIMITER FUSE CLF 15.5KV Cooper 155F150SX83 118.2851	12	EA	460.0000	EA	5,520.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	427.80	5,947.80
APPROVED BY BK	DATE 8/3/07		

(Entered By: RANDY)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**White Slough Well Replacement**
DEPARTMENT:	**Public Works**
CONTRACTOR	**Delta Pump Co.**
AWARD AMOUNT:	**$6,716.26**
DATE OF RECOMMENDATION:	**August 7, 2007**

BIDS OR PROPOSALS RECEIVED:

Delta Pump Co.	$6,716.26
Moorman Water Systems Inc.	$7,299.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The domestic well at the White Slough facility is failing to maintain the required pressure and flow to serve the treatment plant facility. The trouble shooting process identified the well pump must be replaced. The replacement of the well pump at White Slough is necessary as this pump is the only source of water used at the facility for personal hygiene, laboratory glassware cleaning, and process water such as pump seal water and equipment wash down.

The current pump was installed in March 1996 and due to extensive use is in need of replacement.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: W.T. Supt.

Reviewed by:

Purchase Order No. 16884

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/07/07
Purchase Order 16884-001 OP
Fund 3
Buyer

SUPPLIER
Delta Pump Co
646 S California St
Stockton CA 95203

SHIP TO
City of Lodi--White Slough WPCF
12751 N Thornton Rd
Lodi CA 95242

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/07/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

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Vendor # 41523 REQUESTOR DEL KERLIN-WHITE SLOUGH

Account Numbers: 170403.7331

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
REPLACEMENT OF FACILITY ~~WELL~~ Pump AT WHITE SLOUGH	1	EA	4,701.8700	EA	4,701.87
LABOR CHARGES	1	EA	1,650.0000	EA	1,650.00
ACCOUNT DISTRIBUTION:					
170403.7331=$4701.87					
170403.7331=$1650.00					
ADDED LABOR CHARGES $1650.00					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	364.39	6,716.26
APPROVED BY	DATE		
DK	8/8/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: KCHU)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**White Slough Wemco Pump Rebuild**
DEPARTMENT:	**Public Works**
CONTRACTOR	**MuniQuip Inc.**
AWARD AMOUNT:	**$5,890.59**
DATE OF RECOMMENDATION:	**August 8, 2007**

BIDS OR PROPOSALS RECEIVED:

MuniQuip Inc. $5,890.59

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

No other quotes were pursued as MiniQuip Inc. is the sole supplier for the replacement parts to rebuild our Wemco recirculating pumps. The attached quotation is a list of parts needed to rebuild one pump. Although the case and suction flange are made of hardened steel, the environment in which the pump is used causes significant wear and the need to rebuild to keep the pump working as intended.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: W.T. Supt.

Reviewed by:

Purchase Order No. 16886

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/07/07
Purchase Order 16886-000 OP
Fund 3
Buyer

SUPPLIER
MuniQuip Inc
1098 Melody Ln Ste #402
Roseville CA 95678

SHIP TO
City of Lodi--White Slough WPCF
12751 N Thornton Rd
Lodi CA 95242

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/07/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	CONNIE

NOTE
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Vendor # 142025 REQUESTOR KELLY POWERS-WHITE SLOUGH

Account Numbers: 170403.7331

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
WEMCO CASE #17244N	1	EA	3,255.0000	EA	3,255.00
WEMCO SHAFT SLEEVE #47460D	1	EA	413.7500	EA	413.75
WEMCO SUCTION FLANGE #24789E	1	EA	1,445.0000	EA	1,445.00
WEMCO REBUILD KIT #K72622-03	1	EA	171.2500	EA	171.25
FREIGHT CHARGES	1	EA	196.0000	EA	196.00

170403.7331=$3255.00
170403.7331=$413.75
170403.7331=$1445.00
170403.7331=$171.25
170403.7331=$196.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	409.59	5,890.59

APPROVED BY 13K [signature] DATE 8/8/07

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: KCHU)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Replace #2 HVAC Compressor on Civic Center Chiller**
DEPARTMENT:	**Public Works**
CONTRACTOR	**Industrial Commercial Refrigeration**
AWARD AMOUNT:	**$8,333.77**
DATE OF RECOMMENDATION:	**August 8, 2007**

BIDS OR PROPOSALS RECEIVED:

Remanufactured Compressor:

Industrial Commercial Refrigeration (ICR)	$8,333.77
Indoor Environmental Services (IES)	$9,193.00
Henderson Brothers	$10,202.85

New Compressor:

Industrial Commercial Refrigeration (ICR)	$10,783.97
Indoor Environmental Services	$11,904.00
Henderson Brothers	$12,357.85

BACKGROUND INFORMATION & BASIS FOR AWARD:

The #2 Compressor on the Civic Center Chiller, which provides cooling for both City Hall and the Carnegie Forum, failed internally. Proposals were received to remove and replace the broken compressor, utilizing either a new or remanufactured compressor. Industrial Commercial Refrigeration (ICR) provided the lowest quotes for both remanufactured and new compressor replacement approaches. Staff recommends that the remanufactured compressor be purchased, representing both the lowest price and the best value.

FUNDING: Facilities Services 103511.7331

Prepared by: Dennis J. Callahan

Title: Fleet and Facilities Manager

Reviewed by: [illegible]

Purchase Order No. 16894-000 OP

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/09/07
Purchase Order 16894-000 OP
Fund 3
Buyer

SUPPLIER
Industrial Commercial Refrigeration Inc
1021 Black Diamond Way
Lodi CA 95240-0743

SHIP TO
City of Lodi
PW Facilities
221 West Pine Street
Lodi CA
95240

NOTE
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INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910		
	ORDER DATE	08/09/07
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

Vendor #	25312	REQUESTOR	PUBLIC WORKS FACILITIES DENNIS CALLAHAN 333-6800 X2690

Account Numbers: 103511.7331

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
PER YOUR PROPOSAL DATED JUNE 28, 2007, ATTACHED: REMOVE AND REPLACE THE DEFECTIVE #2 COMPRESSOR ON THE CIVIC CENTER (CITY HALL) CARRIER CHILLER WITH A CARLYLE REMANUFACTURED COMPRESSOR. REMOVE AND REPLACE THE CRANKCASE OIL FROM THE TWO OTHER COMPRESSORS CONNECTED TO THE NEW COMPRESSOR.					
ONE YEAR WARRANTY INCLUDED					
CONFIRMING P. O. - JEFF MUSTIN FAX. NO. (209) 368-2273					
CC: JOHN MUNOZ - PUBLIC WORKS FACILITY					
CARLYLE REMANUFACTURED COMPRESSOR, MODEL #06ET275360	1	EA	6,266.5000	EA	6,266.50
C-3 OIL	1	LS	238.1600	LS	238.16
OIL DISPOSAL	1	EA	75.0000	EA	75.00
FREIGHT CHARGE	1	EA	250.0000	EA	250.00
LABOR	1	EA	1,000.0000	EA	1,000.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
NET 30 days	7.750	504.11	8,333.77
APPROVED BY	DATE		
	8/8/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: BSCHNABEL

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Electric Utility Inventory**
DEPARTMENT:	**Electric**
CONTRACTOR	**Intraline Inc.**
AWARD AMOUNT:	**$9,507.34**
DATE OF RECOMMENDATION:	**August 14 2007**

BIDS OR PROPOSALS RECEIVED:

Intraline Inc	$9,507.34
GEXPRO	$10,101.56

"NO BID" or NO RESPONSE RECEIVED:

Ace Supply Company
General Pacific
Kortick Manufacturing
Western States Electric
Southwest Power

BACKGROUND INFORMATION & BASIS FOR AWARD:

This item is for the Electric Inventory. These streetlight bases are used only on Cherokee Lane. They are designed and built especially for the City of Lodi. This award is base on Intraline being the low bidder.

FUNDING: 160.1496

Prepared by: Randy

Title: Senior Storkeeper

Reviewed by: James R. Kerr

Purchase Order No. 16909

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/14/07
Purchase Order 16909-000 OP
Fund 3
Buyer Randy (209)333-6768

SUPPLIER

Intraline Inc
379 Beach Road
Burlingame CA 94010

SHIP TO

City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

2007
MANAGER'S DEPT

NOTE

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4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/13/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 25881 REQUESTOR Electric Inventory

Account Numbers: 160.1496.

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
#184 Modified Pedestal Base Per drawing No. N99-B124 151.7531 Quote No.: Q-2471	2	EA	4,411.7600	EA	8,823.52

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	683.82	9,507.34
APPROVED BY: BK	DATE: 8/14/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: RANDY)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Personnel Services**
DEPARTMENT:	**Electric Utility**
CONTRACTOR	**Accountemps - San Francisco**
AWARD AMOUNT:	**$5,000.00**
DATE OF RECOMMENDATION:	**September 5, 2007**

BIDS OR PROPOSALS RECEIVED:

Accountemps, San Francisco	$5,000.00

"NO BID" or NO RESPONSE RECEIVED:

Sole Supplier

BACKGROUND INFORMATION & BASIS FOR AWARD:

The temporary personnel services was needed for Eletric Utility to assist with various projects performed by the Utility Rate Analyst who resigned August 24, 2007

FUNDING:

Prepared by: George F. Morrow

Title: Electric Utility Director

Reviewed by: _____

Purchase Order No. 16912-001

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No.
Date 08/13/07
Purchase Order 16912-000 OP
Fund 3
Buyer

SUPPLIER

Accountemps
File 73484
P O Box 60000
San Francisco CA 94160-3484

SHIP TO

City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

COPY

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/13/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

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Vendor #	54471	REQUESTOR	GEORGE MORROW - EUD

Account Numbers: 160603.7323

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
TEMPORARY PERSONNEL SERVICES	1	EA	5,000.0000	EA	5,000.00
NOT TO EXCEED $5,000.					
CC: G. MORROW					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750		5,000.00

Entered By: KENGELMA

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Traffic Signal Controller/Cabinet Systems for Lower Sacramento Road and Turner Road**
DEPARTMENT:	**Public Works**
CONTRACTOR	**Econolite Control Products Inc.**
AWARD AMOUNT:	**$13,823.04**
DATE OF RECOMMENDATION:	**August 22, 2007**

BIDS OR PROPOSALS RECEIVED:

Not applicable

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Standardization of Traffic Signal Controller/Cabinet systems approved by Council Communication dated April 15, 1998.
Signal equipment included on page 165, 2007-2008 Budget for 325008 (Turner Road Reconstruction – Lower Sacramento Road)

FUNDING:

Prepared by: Paula Fernandez

Title: Sr. Traffic Engineer

Reviewed by: Richard [illegible]

Purchase Order No. 16939

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/22/07
Purchase Order 16939-000 OP
Fund 3
Buyer

Sherry

FILE COPY

SUPPLIER

Econolite Control Products Inc
P O Box 6150
Anaheim CA 92816-0150

SHIP TO

City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

NOTE

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INVOICE TO BE SENT TO: CITY OF LODI, Accounts Payable, PO Box 3006, Lodi, CA 95241-1910		
	ORDER DATE	08/22/07
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

Vendor #	38050	REQUESTOR	PAULA FERNANDEZ -PUBLIC WORKS 209 333-6800 X2667

Account Numbers: 325008.7706

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
QUOTATION DATED 8/17/07					
PRICES EFFECTIVE FOR 60 DAYS FROM DATE OF QUOTE					
CABINET	1	LS	12,736.0000	LS	12,736.00
.					
TS2 T1 "P" CABINET					
ASC/2S-2100 TR ACT CONTROLLER					
12-POS MAIN PANEL					
SYSTEM READY					
16CH DETECTORS W/TIMING					
WIRED FOR OPTICOM PREEMTPION					
RR PREEMPTION PANEL					
16CH MALFUNCTION MONITOR					
.					
SHIPPING	1	LS	100.0000	LS	100.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	987.04	13,823.04

APPROVED BY		DATE
BK	[illegible]	8/24/07

(Entered By: BSCHNABEL)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT Y

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Xerox Replacement

DEPARTMENT: Police

CONTRACTOR: Xerox

AWARD AMOUNT: $10,175.37

DATE OF RECOMMENDATION: 8/22/07

BIDS OR PROPOSALS RECEIVED:

Reference COLA Master Agreement #42663; on file with Xerox Corporation

"NO BID" or NO RESPONSE RECEIVED: No Bid

BACKGROUND INFORMATION & BASIS FOR AWARD: All current equipment is Xerox brand; all maintenance contracts are with Xerox. Service has been satisfactory for the past 10 years. City Manager approved purchase of a replacement copier/fax machine for Police Records. This replaces the previous Xerox copier/fax machine which was past it's maximum copies and experiencing numerous break-downs.

FUNDING: 101031.759

Prepared by: Betsy Peterson

Title: Management Analyst

Reviewed by: Gary Benimara

Purchase Order No. 5246

PURCHASE ORDER

CITY OF LODI, CALIFORNIA

FINANCE DEPARTMENT
P.O. BOX 3006
LODI , CA 95241-1910
(209) 333-6776

PURCHASE ORDER
No. 5246
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, AND CORRESPONDENCE.

Account No. 101031.7359
Department: Police Department

FILE COPY

IF THERE ARE ANY QUESTIONS, PLEASE CALL: (209) 333-6722

DATE: August 22, 2007

ISSUE TO:
Xerox Corporation/Attn: Jpe Cirimele
P.O. Box 8311
Stockton, CA 95208
(209) 951-6878/FAX (209) 477-3836

SHIP TO:
Lodi Police Department
215 W. Elm Street
Lodi, CA 95240
Attention: Jackie Taylor

QUAN.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ea.	Xerox WC232HC with Office Finisher; Includes Embedded Fax Line		9,433.00
		Trade-In of Xerox DC432ST: Serial Number: NG3009201		
1	Ea.	Xerox Phaser Color Printer: #6180N	Promotion	N/C
		36 Month Maintenance w/Fixed Pricing (.0104 per copy)	10.50/Mo.	10.50
		Tax 7.75%		731.87
		COLA MASTER AGMT # 42663		
				10,175.37

INSTRUCTIONS TO VENDOR: ① MAIL ALL INVOICES TO THE CITY OF LODI ACCOUNTS PAYABLE ● P.O. BOX 3006 ● LODI , CA 95241-1910.
② SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, PACKAGES, DELIVERY SLIPS AND CORRESPONDENCE.

Betty Peterson
PURCHASING AGENT

Approved by:
City Manager

PUR-122 (1-99)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**White Slough Wemco Pump Replacement**
DEPARTMENT:	**Public Works**
CONTRACTOR	**MuniQuip Inc.**
AWARD AMOUNT:	**$12,068.00**
DATE OF RECOMMENDATION:	**August 27, 2007**

BIDS OR PROPOSALS RECEIVED:

MuniQuip Inc.	$12,068.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

No other quotes were pursued as MiniQuip Inc. is the sole supplier for the replacement Wemco recirculating pumps used to mix the contents of the anaerobic digestion tanks. The attached quotation is a replacement for one of four pumps. The Wemco pump is a standardized centrifugal pump used to pump the heavier solids in the treatment process This unit is one of the three older units installed in the 1975 expansion project and has exceeded its 30 year life expectancy. This pump has been rebuilt several times but metal fatigue has made replacement necessary to maintain proper mixing of the digester process.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: W.T.Superintendent

Reviewed by:

Purchase Order No. 16936

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/22/07
Purchase Order 16936-000 OP
Fund 3
Buyer

SUPPLIER	SHIP TO
MuniQuip Inc 2024 OPPORTUNITY DRIVE SUITE 130 Roseville CA 95678	City of Lodi--White Slough WPCF 12751 N Thornton Rd Lodi CA 95242

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/22/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	CONNIE

NOTE

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Vendor #	142025	REQUESTOR	KELLY POWERS-WHITE SLOUGH

Account Numbers: 170403.7331

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
WEMCO 4" MODEL C PUMP WITH CONDITION POINT OF 250 GPM	1	EA	10,835.0000	EA	10,835.00
FREIGHT CHARGES	1	EA	365.0000	EA	365.00

TERMS		TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days		7.750	868.00	12,068.00
APPROVED BY BIC		DATE 8/27/07		

(Entered By: KCHU)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: MCLANE SUBSTATION RTU

DEPARTMENT: ELECTRIC UTILITY

CONTRACTOR: SIEMENS ENERGY & AUTOMATION INC.

AWARD AMOUNT: $11,884.83

DATE OF RECOMMENDATION: 8/22/07

BIDS OR PROPOSALS RECEIVED:

1 BID - SIEMENS ENERGY & AUTOMATION INC.

"NO BID" or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

REMOTE TERMINAL UNIT (RTU) RETROFIT FOR MCLANE SUBSTATION. COUNCIL RES: 2007-124 AUTHORIZES DISPENSING WITH BIDS AND APPROVES SOLE SOURCE PURCHASE OF TERMINAL UNIT FROM SIEMENS ENERGY AND AUTOMATION INC C/O GEO. HONN COMPANY INC.

FUNDING:
161651.1829.1700

Prepared by: ALLEN AADLAND

Title: ELECTRICAL TECHNICIAN

Reviewed by: D. BUCANEG 10/1/07

Purchase Order No. 16934.000

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Sherry

Page No. 1
Date 08/22/07
Purchase Order 16934-000 OP
Fund 3
Buyer

SUPPLIER

Siemens Energy & Automation Inc
Bank of America
P O Box 91433
Chicago IL 60693

SHIP TO

City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/22/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

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Vendor #	142391	REQUESTOR	ALLEN AADLAND - EUD

Account Numbers: 161651.1829.1700

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
SPECTRUM TG5700 REMOTE UNIT TERMINAL PER RES: 2007-124 REFERENCE: RETROFIT RTU QUOTE NO. R07-0687-MW PROCEED WITH ORDER CC: A. AADLAND D. BUCANEG	1	EA	11,030.0000	EA	11,030.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	854.83	11,884.83

8/23/07

(Entered By: KENGELMANN)

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**RUBBERSIDEWALKS**
DEPARTMENT:	**PUBLIC WORKS, STREETS & DRAINAGE**
CONTRACTOR	**RUBBERSIDEWALKS, INC**
AWARD AMOUNT:	**$10,397.50**
DATE OF RECOMMENDATION:	**August 22, 2007**

BIDS OR PROPOSALS RECEIVED:

RUBBERSIDEWALKS, INC (SOLE SUPPLIER) $10,397.50

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City of Lodi Streets & Drainage Division has been researching rubber sidewalk material for certain applications. Difficulty in locating a supplier in this new industry was the main obstacle. Rubber sidewalks are relatively easy to install, have a tire recycling value, and they are alleged to be better for the tree roots that cause damage to conventional sidewalks. In small repairs, the replacement cost is competitive with concrete and if removed could be reused. RUBBERSIDEWALKS, INC is the sole supplier of these products.

FUNDING: Streets & Drainage Operating

Prepared by: Curtis Juran

Title: Assistant Streets & Drainage Manager

Reviewed by: _____

Purchase Order No. 16937

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/22/07
Purchase Order 16937-000 OP
Fund 3
Buyer MSC-PW 209-333-6740

SUPPLIER

Rubbersidewalks, Inc
2622 West 157th Street
Gardena CA 90249

SHIP TO

City of Lodi
MSC - Public Works
1331 S Ham Lane
Lodi CA
95242-3995

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/22/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

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Vendor # 3 REQUESTOR CURT JURAN

Account Numbers: 1241014.1825.1300

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
RUBBERSIDEWALKS 5 SF PAVERS 2'X2.5'X1.875" GREY	1000	SF	8.0000	SF	8,000.00
INSTALLATION ACCESSORIES	1000	SF	1.0000	SF	1,000.00
FREIGHT	1	EA	700.0000	EA	700.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	697.50	10,397.50
APPROVED BY BK	DATE 8/21/07		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: JBANDY)

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Statewide General Waste Discharge Requirements - Gap Analysis & Plan and Schedule**
DEPARTMENT:	**Public Works**
CONTRACTOR	**Consultant: Holmes International**
AWARD AMOUNT:	**$19,995.00**
DATE OF RECOMMENDATION:	**August 29, 2007**

BIDS OR PROPOSALS RECEIVED:

West Yost Associates	$19,900.00
HDR Engineering Inc.	$19,900.00
Holmes International (Recommended)	$19,995.00

"NO BID" or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The State Water Resources Control Board adopted the Statewide General Waste Discharge Requirement (Order No. 2006-0003) on May 2, 2006. The Order requires that all public collection systems comprised of more than one (1) mile of pipeline be regulated. The purpose of the order is to protect Waters of the State from wastewater discharges associated with periodic system failures. The Order requires that each operator of a publicly owned collection system develop and implement a system specific Sewer System Management Plan (SSMP). According to the Order, the purpose of the plan is to facilitate proper funding and management of sanitary sewer systems statewide. Compliance with the Order is also a provision of the City's Proposed Discharge Permit for the White Slough Water Pollution Control Facility scheduled to be adopted in September of 2007.

The SSMP is comprised of eleven (11) elements that include Collection System Management Goals, Organization of Personnel, Legal Authority for permitting flows to the system, Operations and Maintenance activities, Design and Performance provisions, Overflow Emergency Response Plan, Fats-Oils & Grease Program, System Capacity Assurance, System Monitoring and Measurement plan, Internal SSMP audits and an SSMP public communications program.

Staff interviewed all three consultants. Holmes International appears to possess the most experience in preparing SSMP's of the three. The work proposed by Holmes International is to evaluate and identify where "gaps" exist between the City's operations and the requirements of the Order. This evaluation will extract the information needed to prepare the SSMP Plan and Schedule (while not listed as a required element, the Plan and Schedule is the first task outlined in the State's Implementation Schedule) which must be completed and approved by the City Council by November 2, 2007. For the slightly higher price, Holmes International will not only

prepare the Plan and Schedule, but will also provide a Draft SSMP. The Draft SSMP document will be valuable to the City as we proceed with complying with the remaining requirements. The final SSMP certification must be completed by August 2, 2009.

FUNDING: Wastewater : Account Number 170403.7323.

Prepared by: Charlie Swimley

Title: Water Services Manager

Reviewed by: Richard Cody

Purchase Order No. 16942

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/27/07
Purchase Order 16942-000 OP
Fund 3
Buyer MSC-PW 209-333-6740

SUPPLIER

Holmes International
91 Parklite Circle
Sacramento CA 95831

SHIP TO

City of Lodi
MSC - Public Works
1331 S Ham Lane
Lodi CA
95242-3995

NOTE

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INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/27/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 3 REQUESTOR CHARLES SWIMLEY

Account Numbers: 170403.7323

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS - GAP ANALYSIS & PLAN AND SCHEDULE SEE ATTACHED RECOMMENDATION FOR CONTRACT AWARD	1	EA	19,995.0000	EA	19,995.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750		19,995.00
APPROVED BY BLC	DATE 8/29/07		

(Entered By: JBANDY)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:

DEPARTMENT: ELECTRIC UTILITY

CONTRACTOR: ALLQUIP UNIVERSAL INC.

AWARD AMOUNT: $7,200.00

DATE OF RECOMMENDATION: 8/28/07

BIDS OR PROPOSALS RECEIVED:

1 BID - ALLQUIP UNIVERSAL INC.

"NO BID" or NO RESPONSE RECEIVED:
N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

TIIGER MINI DERRICK NEEDED TO SET BACKYARD POLES BUT IS NOT PRESENTLY OWNED BY THE CITY. ALLQUIP UNIVERSAL INC. IS THE SOLE SOURCE WITHIN THE LOCAL AREA FOR RENTAL OF THIS TYPE OF EQUIPMENT.

FUNDING: 160602.7323

Prepared by: BARRY FISHER Barry Fisher

Title: CONSTRUCTION/MAINT. SUPERVISOR

Reviewed by: KEN WEISEL K Engelmann for K Weisel.

Purchase Order No. 16947-000

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Sherry

Page No. 1
Date 08/28/07
Purchase Order 16947-000 OP
Fund 3
Buyer

SUPPLIER

ALLQUIP UNIVERSAL INC.
ATTN: FRED BLOOM
3212 WEST CAPITAL AVENUE
WEST SACRAMENTO CA 95691

SHIP TO

City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/28/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

NOTE

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Vendor # 3 REQUESTOR BARRY FISHER - EUD

Account Numbers: 160602.7323

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
RENTAL OF UNIT NO. 125 TIIGER-1 MINI-DERRICK WITH TRACK DRIVE	2	MO	3,600.0000	MO	7,200.00
CONFIRMING ORDER					
CC: B. FISHER					
NOTE: 80% OF RENTAL PAYMENT WILL BE CREDITED IN EVENT EQUIPMENT IS PURCHASED BY CITY OF LODI.					

TERMS		TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days		7.750		7,200.00
APPROVED BY		DATE 8-28-07		

(Entered By: KENGELMANN)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT. IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Traffic Signal Standard for Lower Sacramento Road and Turner Road**
DEPARTMENT:	**Public Works**
CONTRACTOR	**AZCO**
AWARD AMOUNT:	**$6,177.10**
DATE OF RECOMMENDATION:	**August 29, 2007**

BIDS OR PROPOSALS RECEIVED:

McCain	$8,338.00
JAM Services, Inc.	$8,260.00
AZCO	$5,640.00

(All prices exclude tax and shipping)

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Plans and Specifications approved by City Council on July 18, 2007 indicated city furnished material. The purpose of ordering the equipment is to have material available for contractor and to not delay construction.

Signal equipment included on page 165, 2007-2008 Budget for 325008 (Turner Road Reconstruction – Lower Sacramento Road)

FUNDING:

Prepared by: Paula Fernandez

Title: Sr. Traffic Engineer

Reviewed by: MP

Purchase Order No. 16952

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 08/29/07
Purchase Order 16952-000 OP
Fund 3
Buyer

SUPPLIER

AZCO
2250 Stewart Street #9
Stockton CA 95205-3244

SHIP TO

City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

NOTE

1. Our Order No. must appear on all papers and packages relative to this order.
2. Enclose itemized packing slip indicating our purchase order no. with each shipment.
3. Acceptance of this order shall constitute acceptance of all the provisions on the face and back hereof. Terms and conditions on this purchase order contract, including those on reverse side hereof, shall prevail over any and all inconsistencies contained in your quotation and/or acknowledgements.
4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	08/29/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor #	84486	REQUESTOR	PAULA FERNANDEZ - PUBLIC WORKS 209 333-6800 X2667

Account Numbers: 325008.7706

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
8/24/07 PRICE QUOTATION BY LAURI RIVERA FOR TRAFFIC SIGNAL STANDARD EQUIPMENT					
.					
GALVANIZED TYPE 29-5-80,55,15	1	EA	4,890.0000	EA	4,890.00
SET 2X42X6 ANCHOR BOLTS	1	EA	350.0000	EA	350.00
ADD FOR CUSTOM TENONS(IF REQ)	1	EA	400.0000	EA	400.00
SHIPPING	1	EA	100.0000	EA	100.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	437.11	6,177.11

APPROVED BY: BK — Paula Fernandez

DATE: 8/29/07

(Entered By: BSCHNABEL)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**White Slough UV Lamp Replacement**
DEPARTMENT:	**Public Works**
CONTRACTOR	**Trojan Technologies Inc.**
AWARD AMOUNT:	**$18,252.00**
DATE OF RECOMMENDATION:	**September 4, 2007**

BIDS OR PROPOSALS RECEIVED:

Trojan Technologies Inc. $18,252.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

UV lamps are used in the wastewater treatment process to disinfect treated wastewater before it is discharged to Dredger Cut or used by our customers (NCPA and San Joaquin Vector Control District). Trojan Technologies Inc. is the manufacturer of our UV system and the sole supplier for all the parts utilized in their system including the UV lamps. The UV lamps being purchased will be part of ongoing operations and maintenance costs as they near their operational life expectancy of 12,000 hours. Future purchases will follow as the remaining lamps reach their life expectancy. The lamp replacement costs have been anticipated and are included in the 2007-2008 Wastewater Budget.

FUNDING: 170403.7331

Prepared by: Del Kerlin

Title: W. T. Superintendent

Reviewed by:

Purchase Order No. 16960

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 09/04/07
Purchase Order 16960-000 OP
Fund 3
Buyer

SUPPLIER
Trojan UV
3020 Gore Rd.
London, Ontario N5V 4T7

SHIP TO
City of Lodi--White Slough WPCF
12751 N Thornton Rd
Lodi CA 95242

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	09/04/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

NOTE
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4. Notify us immediately if you are unable to ship complete by date specified.

Vendor # 3 REQUESTOR Brett Moroz - White Slough

Account Numbers: 170403.7331

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
GA64T6L Amalgam UV Lamps	120	EA	140.0000	EA	16,800.0
Shipping	1	EA	150.0000	EA	150.0

TERMS		TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	F Wally Sandeen for RCP	7.750	1302.00	18,252.0
APPROVED BY BK		DATE 9/4/07		

(Entered By: MFIRESTONE

PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT II

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**IBM Printer Replacement**
DEPARTMENT:	**Internal Services / ISD**
CONTRACTOR	**Software House International Inc**
AWARD AMOUNT:	**7041.60**
DATE OF RECOMMENDATION:	**9-5-07**

BIDS OR PROPOSALS RECEIVED:

Logical Design	8016	**+ tax**
Software House International Inc	6599	**+ tax**
Super Warehouse (*incomplete bid*)	6383	**+ tax**

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Lowest price on IBM equipment. Bid also included free shipping.

FUNDING:
123001.7715 ISD Replacement Fund

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: [signature]

Purchase Order No. 16966

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 09/05/07
Purchase Order 16966-000 OP
Fund 3
Buyer

SUPPLIER
Software House International Inc
P O Box 8500-41155
Philadelphia PA 19178

SHIP TO
City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

NOTE
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INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	09/05/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 105056 REQUESTOR DTAYLOR/ISD QUOTE #:2291879

Account Numbers: 123001.7715

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
IBM INFOPRINT 6500 MODEL V10 PART# 6500-V10 1000 LINES/MIN	1	EA	5,288.0000	EA	5,288.00
IBM PRINT SERVER - EN, FAST EN PART# 6500-4177	1	EA	423.0000	EA	423.00
1 YEAR EXTENDED WARRANTY ON-SITE, 24X7 PARTS/LABOR	1	EA	888.0000	EA	888.00
.					
CONFIRMED VIA FAX					
.					
.					
INCLUDES FREE SHIPPING					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	442.60	7,041.60

APPROVED BY		DATE	
BK	[signature]	9/5/07	

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

(Entered By: SMANN)

[signature]

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Electric Utility Inventory**
DEPARTMENT:	**Electric**
CONTRACTOR	**All Phase Electric Supply**
AWARD AMOUNT:	**$6686.34**
DATE OF RECOMMENDATION:	**September 5, 2007**

BIDS OR PROPOSALS RECEIVED:

All Phase Electric Supply	$6686.34
GEXPRO	$7176.69
General Pacific WIRE ONLY	$6654.64
HD Supply Benicia WIRE ONLY	$6680.50

"NO BID" or NO RESPONSE RECEIVED:

Ace Supply Company
Rexel NorCal Valley
Kortick Manufacturing
Western States Electric
Southwest Power

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. These items are for pending work orders and to keep the inventory above minimum quantities. This award is base on All Phase Electric Supply being the low bidder.

FUNDING: 160.1496

Prepared by: Randy

Title: Senior Storkeeper

Reviewed by: 9/5/07

Purchase Order No. 16962

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 09/05/07
Purchase Order 16962-000 OP
Fund 3
Buyer Randy (209)333-6768

SUPPLIER
All-Phase Electric Supply Co
Attn Rick Furgison
3282 Lance Drive
Stockton CA 95205-2444

SHIP TO
City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

Sherry's Copy

NOTE
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4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	09/05/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 21231 REQUESTOR Electric Inventory

Account Numbers: 160.1496.

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
#750 MCM STR AL XHHW BLACK CABLE 118.0476	2000	FT	3.0300	FT	6,060.00
1/2" RIGID PIPE STRAP TWO HOLE * 117.5002	250	EA	.0595	EA	14.88
2" PVC SCHED 40 CONDUIT 10' Lengths 122.0600	100	FT	.4715	FT	47.15
1"90DEG GALV RIGID STEEL ELBOW 5 3/4"R 122.4449	20	EA	4.1700	EA	83.40
Quote No.: Q-2474					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	480.91	6,686.34
APPROVED BY BR	DATE 9/5/07		

(Entered By: RANDY)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Electric Utility Inventory**
DEPARTMENT:	**Electric**
CONTRACTOR	**HD Supply Utilities-Benicia**
AWARD AMOUNT:	**$6031.84**
DATE OF RECOMMENDATION:	**September 11, 2007**

BIDS OR PROPOSALS RECEIVED:

HD Supply Utilities-Benicia	$6031.84
HD Supply Utilities-Portland (partial bid)	$5042.70

Fuse #1 was not bid on by Portland
Please see attached summary sheet.

"NO BID" or NO RESPONSE RECEIVED:

All Phase Electrical Supply
Ace Supply
WESCO
General Pacific

BACKGROUND INFORMATION & BASIS FOR AWARD:

These fuses are for the Electric Inventory. These fuses are for emergency repair of blown fuses, and to keep the inventory above minimum quantities. This award is based on HD Supply Utilities-Benicia being the only supplier to offer a complete bid and also being the low bidder.

FUNDING: 160.1496

Prepared by: Randy

Title: Senior Storkeeper

Reviewed by: _____

Purchase Order No. 16982

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 09/11/07
Purchase Order 16982-000 OP
Fund 3
Buyer Randy (209)333-6768

SUPPLIER

HD Supply Utilities Benicia
Attn Eric
6350 Goodyear Rd
Benicia CA 94510

SHIP TO

City of Lodi
MSC Warehouse
1331 S Ham Lane
Lodi CA 95242-3995

NOTE

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4. Notify us immediately if you are unable to ship complete by date specified.

INVOICE TO BE SENT TO:
CITY OF LODI
Accounts Payable
PO Box 3006
Lodi, CA 95241-1910

ORDER DATE	09/11/07
F.O.B. / SHIP VIA	FOB - Our Dock
SUPPLIER CONTACT	

Vendor # 188058 REQUESTOR Electric Inventory

Account Numbers: 160.1496.

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
50A 14.4KV FUSE FOR OUTDOOR SWITCH S&C 122075R4 118.2805	9	EA	119.5000	EA	1,075.50
125A 14.4KV FUSE FOR INDOOR SWITCH S&C 122200R4 118.2821	9	EA	119.5000	EA	1,075.50
150A 14.4KV FUSE FOR INDOOR SWITCH S&C 122250R4 118.2827	9	EA	119.5000	EA	1,075.50
300A 14.4KV FUSE FOR INDOOR SWITCH S&C 132500R4 118.2838	9	EA	144.0000	EA	1,296.00
100A 14.4KV FUSE FOR INDOOR SWITCH S&C 122150R4 118.2820	9	EA	119.5000	EA	1,075.50
Quote No.: Q-2477					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	433.84	6,031.84
APPROVED BY BK	DATE 9/13/07		

(Entered By: RANDY)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

EXHIBIT JJ

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Lodi Municipal Service Review

DEPARTMENT: Community Development

CONTRACTOR: Design, Community & Environment

AWARD AMOUNT: $14,200.00

DATE OF RECOMMENDATION: 06/04/07

BIDS OR PROPOSALS RECEIVED:

Design Community & Environment	$14,200.00
Burr Consulting	$30,000.00
Mintier and Associates	$40,000.00

"NO BID" or NO RESPONSE RECEIVED:
n/a

BACKGROUND INFORMATION & BASIS FOR AWARD:

The primary objective on this project is to prepare an impartial municipal service review (MSR) report that not only meets the requirements of the Cortese-Knox-Hertzberg Act of 2000 but also meets San Joaquin LAFCO requirements. Services reviewed in the MSR shall include water, wastewater, runoff/drainage, law enforcement, fire protection and EMS services, as required by LAFCO.

The bid was awarded to DC&E because their proposal was responsible, well organized, reasonably prices and they have recent relevant experience preparing MSR's for the San Joaquin County LAFCo.

FUNDING: 1218050.1825.2300

Prepared by: Peter R

Title: Planning Manager

Reviewed by: FOR RANDY HATCH

Purchase Order No.

AGREEMENT FOR PROFESSIONAL SERVICES

RECEIVED
AUG 24 2007
ACCOUNTING

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into as of June 4, 2007, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DESIGN, COMMUNITY & ENVIRONMENT (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project from which the Scope of Services is required shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God,

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable.

Section 3.3 Costs

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

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

Section 3.4 Auditing

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

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

or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

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

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

or

$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

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

or

$1,000,000 Combined Single Limits

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

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

(a) Additional Named Insured Endorsement

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

(b) Primary Insurance Endorsement

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

without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

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

To CITY: City of Lodi
Blair King, City Manager
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: Design, Community & Environment
1625 ~~1600~~ Shattuck Ave., Suite ~~222~~ 300
Berkeley, CA 94709

Section 4.10 Cooperation of CITY

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

Section 4.11 CONSULTANT is Not an Employee of CITY

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

Section 4.12 Termination

CITY or CONSULTANT may terminate this Agreement by giving the other party at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work under this Agreement and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT'S regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

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

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

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

CONSULTANT

By: _____

Its: ~~STEVE NOACK~~ DAVID EARLY
President

EXHIBIT A

DESIGN, COMMUNITY & ENVIRONMENT

D
C
E

MEMORANDUM

1600 SHATTUCK AVENUE
SUITE 222
BERKELEY, CA 94709
TEL: 510 848 3815
FAX: 510 848 4315

DATE June 4, 2007

TO Peter Pirnejad. Planning Manager
City of Lodi
221 West Pine Street
Lodi, CA 95241-1910

FROM Steve Noack

RE **Revised Lodi Municipal Service Review Scope of Work**

The 2000 Cortese-Knox-Hertzberg Local Government Reorganization Act requires that service reviews be completed for various public services and Sphere of Influences (SOI) be updated by January 2008. Based on direction from the City of Lodi, DC&E has developed a preliminary scope of work and budget for completing a Municipal Service Review (MSR) for the City of Lodi to meet this deadline. The task summarized below represents our understanding of the full extent of the work required to meet State requirements for completing a MSR.

As part of the MSR, DC&E will complete the following tasks in two separate phases of work effort: Phase I of this MSR will analyze the services provided within the existing City of Lodi's SOI as well as the area proposed to annexed as part of the Delta Community College – Lodi Campus plan. Phase II of the MSR will incorporate any additional changes to the SOI that have resulted form the City of Lodi General Plan Update.

PHASE I: REQUIRED SERVICES REVIEW AND DOCUMENT FORMAT

1. LAFCO and City Coordination

DC&E will meet with LAFCO and City staff to begin coordinating between the two agencies, identify all services to be addressed in the MSR and agree upon a timeline for updating the MSR upon completion of the City of Lodi General Plan Update. Additionally, this coordination will ensure that any data needed for the MSR is identified and collected in an efficient manner. After this first meeting, DC&E will create a detailed outline of the proposed contents for both Phase I and Phase II of the MSR and submit it to LAFCO for approval.

2. Background Data

The MSR is an informational tool to use when determining the most efficient and cost effective manner in which to provide municipal services. San Joaquin LAFCO does not expect the City of Lodi to complete any additional studies for the MSR; rather, LAFCO anticipates that the City and its consultant will use existing studies, data and staff knowledge

DC&E will provide an electronic version of the Final Draft Phase I MSR for City and LAFCO staff use in creating the Final Phase I MSR.

The total cost to complete the Phase I MSR would be $14,200.

PHASE II: COMPLETE MSR UPDATE

1. LAFCO and City Coordination

Upon adoption of the updated City of Lodi General Plan, DC&E will meet with LAFCO and City staff to begin coordinating between the two agencies for the Phase II MSR. Additionally, this coordination will ensure that any data needed for the Phase II MSR is identified and collected in an efficient manner. DC&E will utilize the detailed outline of the Phase II MSR created in Phase I that has already received LAFCO approval.

2. Background Data

The MSR is an informational tool to use when determining the most efficient and cost effective manner in which to provide municipal services. San Joaquin LAFCO does not expect the City of Lodi to complete any additional studies for the MSR; rather, LAFCO anticipates that the City and its consultant will use existing studies, data and staff knowledge to meet the State requirements for MSRs as outlined in Governor's Office of Planning and Research, LAFCO Municipal Service Review Guidelines.

3. Administrative Draft Municipal Service Review

Utilizing the Phase I MSR, DC&E will prepare an Administrative Draft Phase II MSR. The Administrative Draft Phase II MSR will include a written determination for each of the following nine factors, as required by State law:

- Infrastructure needs and deficiencies
- Growth and population projections for the affected areas
- Financing constraints and opportunities
- Cost avoidance opportunities
- Rate restructuring
- Opportunities for shared facilities
- Government structure options
- Evaluation of management efficiencies
- Local accountability and governance

The Phase II MSR will update the following services based on the updated General Plan:

- Fire Protection
- Law Enforcement
- Water Supply and Treatment
- Wastewater Collection and Treatment
- Stormwater Drainage

Other services such as parks, libraries and cemeteries identified in the Phase I MSR, will be fully analyzed in Phase II of the MSR.

EXHIBIT B

Lodi Municipal Service Review for Delta College Annextion
Fee Proposal
Phase 1 Costs

	Design, Community & Environment				
Hours per Task	**Principal**	**Associate Planner**	**Project Planner**	**Graphics/ WP**	**Clerical**
Phase 1 - Required Services and Format	**8**	**20**	**80**	**4**	**4**
Phase 2 - Complete MSR Update					
Total Hours	8	20	80	4	4
Billing Rate	$175	$125	$100	$85	$65
Labor Cost	$1,400	$2,500	$8,000	$340	$260
Total Firm Labor Cost					$12,500
EXPENSES					
Deliveries					300
Office Expenses (Phone, Fax, Copies, etc)					400
Report Production					1,000
Total Expenses					1,700
GRAND TOTAL					**$14,200**

EXHIBIT KK

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Repair Padmount Transformer

DEPARTMENT: Electric Utility

CONTRACTOR: Koffler Electrical Mechanical

AWARD AMOUNT: $12,017.20

DATE OF RECOMMENDATION: 09/27/07

BIDS OR PROPOSALS RECEIVED:

Koffler Electrical Mechanical	$12,017.20
Western Utilities	$14,700.00

"NO BID" or NO RESPONSE RECEIVED:
n/a

BACKGROUND INFORMATION & BASIS FOR AWARD:
Low bid compared to Western Utilities Bid of $14,700

FUNDING: 160651.7711

Prepared by: Daniel SL

Title: ELECTRICAL APPARATUS MECHANIC

Reviewed by: 10/2/07

Purchase Order No. 17029

CITY OF LODI, CALIFORNIA

PURCHASE ORDER

Budget Division
Purchasing

PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 09/27/07
Purchase Order 17029-000 OP
Fund 3
Buyer

INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910	ORDER DATE	09/27/07
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

1. Our Order No. must appear on all papers and packages relative to this order.
2. Enclose itemized packing slip indicating our purchase order no. with each shipment.
3. Acceptance of this order shall constitute acceptance of all the provisions on the face and back hereof. Terms and conditions on this purchase order contract, including those on reverse side hereof, shall prevail over any and all inconsistencies contained in your quotation and/or acknowledgements.
4. Notify us immediately if you are unable to ship complete by date specified.

Koffler Electrical Mechanical
Apparatus Repair
527 Whitney St
San Leandro CA 94577

OCT 04 2007
ACCOUNTING

SHIP TO

City of Lodi Electric Utility
1331 S Ham Lane
Lodi CA 95242

Vendor #	191231	REQUESTOR	DAVE SHULZ - EUD

Account Numbers: 160651.7711

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
REPAIR 1500KVA PADMOUNT TRANSFORMER S/N 836005692, MAKE-RTE CITY # P0646, REPLACE GASKETS	1	EA	11,500.0000	EA	11,500.00
MATERIALS FOR TRANSFORMER REPAIR	1	EA	480.0000	EA	480.00
CONFIRMING					
CC: D. SHULZ D. BUCANEG					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	7.750	37.20	12,017.20
APPROVED BY	DATE 10/3/07		

(Entered By: KENGELMANN)

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT. IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

AGENDA ITEM **E-05**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Report of Sale of Surplus Equipment**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Public Works Director**

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

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

During the third calendar quarter of 2007, the City sold the following surplus equipment through Nationwide Auctions, of Benicia, and Capitol Auctions, of Vallejo. The City received from the sales the following amounts:

Vehicle	Mileage	Sales Revenue
2000 Ford Crown Vic (VIN 207063)	99,562	$ 1,162
1996 Ford Crown Vic (VIN 174266)	105,111	418
2000 Ford Crown Vic (VIN 104242)	94,805	1,441
2000 Ford Crown Vic (VIN 207067)	79,598	883
1986 Dodge Pickup (VIN 068064)	104,726	126 (Junk)
1996 Ford Senator Bus (VIN 57985)	360,490	594
1996 Ford Senator Bus (VIN 57405)	369,488	594
1996 Ford Senator Bus (VIN 57387)	369,487	594
1996 Ford Senator Bus (VIN 57388)	369,489	315
1996 Ford Senator Bus (VIN 57386)	348,801	408
1991 Int'l Aerial Truck (VIN 338173)	42,233	9,150
	Total	$ 15,685

FISCAL IMPACT: Revenues received from the sale of vehicles are credited to the Fleet Fund or the appropriate Enterprise Fund, according to the previous assignment of the vehicle sold. These receipts are used to help fund the replacement of these vehicles.

FUNDING AVAILABLE: None required.

Richard C. Prima, Jr.
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
RCP/DJC/njl
cc: Police Fleet Coordinator Larry Manetti
Parks & Recreation Fleet Coordinator Larry Moore
Transit Fleet Coordinator Tiffani Fink
Electric Utility Fleet Coordinator Barry Fisher

APPROVED: _____
Blair King, City Manager

AGENDA ITEM **E-06**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Approve Request for Proposal (RFP) to Replace and Upgrade the Existing Utility Supervisory Control and Data Acquisition (SCADA) System (EUD)**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Electric Utility Director**

RECOMMENDED ACTION: Approve Request for Proposal (RFP) to replace and upgrade the existing utility Supervisory Control and Data Acquisition (SCADA) System.

BACKGROUND INFORMATION: The existing SCADA System is comprised of two separate systems; one of 1980s vintage and the other purchased in 2001, and is based on the Siemens' Telegyr platform. It is used by the EUD Dispatch Center to control, monitor and acquire the status, alarms, sequence of events, data and other parameters pertinent to real-time operation of water, wastewater and electric utilities in the City. Remote terminal units (RTU) are installed in each well, pump, storm/lift stations and also to all four electrical distribution substation facilities within the City. The SCADA System's interface with these RTUs is through leased lines provided by the local telephone company.

The first SCADA System was placed in operation in the 1980s utilizing two units to provide necessary redundancy. The first unit has been inoperable for an extended period due to non-availability of parts and the second is plagued with periodic operational problems.

The second SCADA System was purchased in 2001 with the intent of replacing the first SCADA System when fully operational. While the basic SCADA framework and software were configured and integrated by Siemens, the remainder of the system was to be programmed by in-house personnel. Due to a variety of issues, this second SCADA System was never fully implemented and its hardware/software is now obsolete.

The City's utility operations are dependent on an adequate, secure and reliable SCADA System. As noted above, the existing SCADA systems are only marginally operational and not fully redundant as is needed for reliability. The proposed system under the RFP will be built with redundant units operating in parallel and will be provided on a "turn-key" basis.

FISCAL IMPACT: Estimated cost is approximately $125,000.

FUNDING AVAILABLE: Transfer of funds from unencumbered bond proceeds (Electric Utility Department 2002 Certificate of Participation Series A) to Account No. 161052.

_____
Kirk Evans, Budget Manager

APPROVED: _____
Blair King, City Manager

George F. Morrow
Electric Utility Director

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

GFM/DB/lst
Attachments

October 23, 2007

Exhibit 1 - Specifications

City of Lodi Electric Utility Department (EUD) SCADA10.07 SPEC

Purpose: It is the expressed purpose of this specification to established a minimum guideline in which any prospective bidder(s) in association with the City of Lodi should comply with for the engineering, design and building of the whole or any part of the electric utilities SCADA (Supervisory Control and DATA Acquisition) system.

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Full Graphics Editor
Drawing Tools
Data Quality
Database Editor
IED Wizard
User Rights and Privileges
Alarm Processing
Alarm Priorities
Alarm Formatting
Master/Slave Alarm Suppression
Remote Alarm Annunciation
External Alarm Bell
Event Data Recording
Report Generation
Report Editor
Data Export to MS Excel and MS Access
Data Collection and Storage
Historical Information System
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Training
Documentation

APPENDIX “A” – SYSTEM SIZING REQUIREMENTS

APPENDIX “B” – RTU INFORMATION

CHAPTER I - INTRODUCTION

General Overview

This document describes the requirements for the replacement and upgrade of the existing Supervisory Control and Data Acquisition (SCADA) system for the City of Lodi (City). The SCADA System shall be installed in the Electric Utility Department (EUD) Dispatch Center located at 1331 South Ham lane Lodi, California 95242.

All exceptions and/or clarifications shall be clearly identified and shall be referenced to the specific paragraph and/or section of this specification. They shall be submitted as part of the bidder's proposal as indicated in the Request for Proposal (RFP). Minor exceptions between the bidder's proposal and the specification may be allowed, however any major exceptions may be considered non-compliant and be the cause for rejection.

Bidder Requirements

The prospective bidder shall be able to fulfill the following qualification requirements:

a. Bidder shall state the number of years of experience in the design and manufacture of systems of the type specified;
b. Bidder shall provide ten (10) customer reference projects with a similar configuration and functionality to the system proposed. The list of reference projects shall include at least the following information: customer name and address, contact name and phone/email, starting date of commercial operation, operating system platform.
c. Bidder shall utilize standard off-the-shelf hardware and operating system software which are available at least from two different commercial sources;
d. Bidder shall provide support services with a 24/7 availability;
e. Bidder shall state whether there are any anticipated changes in ownership or major corporate policy changes in the next 12 months;
f. Bidder shall state whether there are or there have been any legal claims or litigation actions against him regarding the performance of projects.

Bidder's Responsibilities

The prospective bidder shall be responsible for the following:

a. As turn-key contract, design, assemble, manufacture, factory test, deliver, install and commission a complete and fully functional replacement and upgrade of the existing SCADA System according to the SCADA RFP and specifications;
b. Interface with existing and new RTUs and other City's existing and supplied devices;
c. Work with designated City Staff for the integration, test and commissioning of all special application programs for water and power facilities;
d. Provide training courses at the City's facilities;
e. Provide on-site supervision of installation and commissioning of the system;
f. Provide technical support and assistance during the commercial operation of the system.

City's Responsibilities

The City shall be responsible for the following:

a. Provide air conditioned environment in the control room;
b. Provide power sources and communication wiring to the equipment locations;
c. Technical review of the successful bidder's documentation;

d. Participate in the factory acceptance testing;
e. Provide copy of the existing database, if any, in an electronic format for conversion;
f. Provide programs for special application processes on City's water and power facilities;
g. Attend the training courses on site;
h. Provide a project person for the coordination of all project activities with the successful bidder's project manager.

Standards

The bidder shall state the standards which apply in the design and manufacture of the proposed system. The standards shall include but not be limited to the following standards:

a. ANSI American National Standards Institute
b. IEEE Institute of Electrical and Electronics Engineers
c. IEC International Electrical Code
d. NERC North American Electrical Reliability Council
e. NEMA National Electrical Manufacturers Association
f. EPRI Electrical Power Research Institute

Where the proposed standards differ from above, bidder shall state which standard applies. Where non-standard hardware, software or services are offered, bidder shall justify their adequacy and applicability in relation to the functions to be performed.

CHAPTER 2 - SYSTEM CONFIGURATION

Primary Master Station

The master station shall consist of a host computer (SCADA server), with separate operator workstations (SCADA clients), and communication servers (terminal servers), all interconnected by a high-speed local-area network (LAN). The system shall support the TCP/IP protocol which will be used for all data exchanges between the various nodes on the network.

Redundant Master Station

As an option, the master station shall consist of a redundant configuration with dual host computers (SCADA servers), with separate operator workstations (SCADA clients), and terminal servers, all interconnected by a high-speed local area network (LAN). The network shall support the TCP/IP protocol which will be used by the SCADA system for all network communications.

The active host computer shall maintain the standby computer in a fully synchronized state via the network. In the event of a failure of the active machine, the standby computer shall automatically assume control of all peripherals and communication lines with no action required from the system operator.

Optional Quad Redundant Master Station

As an option, the system shall also be able to handle quad redundant configurations, i.e. comprising four (4) servers running in main/hot-standby mode.

Configuration

The host server(s) and all workstations shall consist of standard PC architecture machines utilizing Intel or equivalent processors. Operating system software shall be industry standard, off-the-shelf software. It shall provide a windowing graphical user interface environment.

The SCADA host software and the operator interface software shall run directly in the operating system's own windowing environment. X-Windows sessions or other emulations are not acceptable. A system of pull-down menus and dialog boxes shall provide the operator with quick, intuitive access to normal SCADA operations, as well as to database editing and system configuration functions.

The operator interface shall be graphics based and shall be capable of importing vector graphic data from other mapping systems such as AutoCAD or GIS for incorporation into the SCADA displays. Such imports shall be based on the DWG or DXF file formats. The operator interface software shall include the ability to merge multiple imported maps into one SCADA display and to edit the imported graphics.

For communication with RTUs, IEDs and other serial-data peripheral equipment, commonly available terminal servers shall be provided to off-load serial communication processing from the host computers. The serial data ports provided by the terminal servers shall be capable of two-way serial communications.

User Interface

The operator interface software shall provide a single world coordinates based graphical view of the system, arranged schematically or geographically as defined by the user. It shall be possible to navigate freely in this global map, scrolling in two dimensions (panning) and zooming in or out to view any location at any desired

degree of magnification. The displays shall contain static graphical information, as well as dynamic elements that reflect the information contained in the host computer's database. Database point values displayed by such dynamic elements may be either telemetered from RTUs or calculated by the host server.

Operator interaction with database points shall be by means of clicks of the mouse on the dynamic display elements. This will include operations such as controlling field devices, setting database values, e.g. manual updates, acknowledging or blocking alarms and tagging data points to inhibit control. The user shall be able to use elements on the display as pushbuttons to initiate pre-defined actions. These shall include, as a minimum, the ability to:

- bring up pop-up notes
- bring up trend graphs
- bring up other displays
- bring up Microsoft Excel or Access based reports
- run command sequences
- access records in other databases
- access other displays within the global map

Displays are specific rectangular areas within the global map. The user shall be able to define any number of displays in the global map. The operator shall be able to go to a display by means of either a pushbutton or by selection from a list. To facilitate navigation through the list of displays, it shall be possible to organize the list in a hierarchical set of named folders.

The system shall support an unlimited number of graphical layers which can be de-cluttered either automatically (based on zoom level) or manually by the operator. The system shall also support an unlimited number of displays.

Master-to-RTU Communication

The SCADA system shall support the protocols used by the City's existing and/or proposed/new RTUs. In addition, the system shall have the following open protocols available as options:

- DNP3.0 Level 2
- IEC 870-5-101
- Modbus

These protocols shall be available for both serial and network interfaces (TCP/IP). The above protocols shall be run in native mode, i.e. there shall be no need for an external protocol converter (hardware unit) or internal converter (third party software driver), nor shall there be any need for any kind of front-end processor. The proposed system shall not have any limitation in the number of communication lines whether serial or over TCP/IP. No software upgrades or additional licenses shall be required to increase the number of communication lines for protocols that already run on the system.

The master station database editor shall allow the user to define key parameters for each communication line: baud rate, time allowed for the RTU to respond, the number of retries, accumulator poll interval, interval between scans, and protocol-specific configuration parameters. The communication software shall maintain communication statistics for each RTU. These statistics shall be available as database points so that they can be incorporated in user-defined displays, reports, and alarms.

In cases where the RTU protocol supports exception polling, the communication software shall make use of it to provide rapid alarm throughput and capture of multiple, rapid succession alarms. The communication software shall automatically interleave polls for results from controls between normal round-robin exception polls. Where applicable, all station accumulator freeze-commands shall be used to provide simultaneous system-wide sampling of accumulator points.

Master-to-IED Communication

Intelligent Electronic Devices (IEDs), if included in the system, shall be able to either be polled directly by the host server in the same manner as RTUs, or to be polled by an RTU. In the latter case, IED data gathered by the RTU shall be reported to the Master Station along with the RTU's own data.

The Master Station shall support the communication protocols used by the IEDs connected directly to the Master Station. IEDs that are connected to an RTU that is supplied by the vendor shall be mapped into the RTU's database by means of user defined mapping tables. These tables shall allow any subset of each IED's data to be mapped into RTU's database. The structure of these mapping tables shall support multiple IEDs on each communication port in the RTU. Different IED protocols shall be supported by the RTU on each port.

The mapping tables used by the vendor's RTUs shall be maintainable at the SCADA host server and automatically downloaded to the RTUs by the communication software. The proposed system shall not have any limitation in the number of field devices and IEDs to be connected. No software upgrades or additional licenses shall be required to increase the number of IEDs to be integrated into the system.

System Sizing

The SCADA system hardware shall be equipped for the quantities indicated in the Appendix A. The required capacity for future expansion is also included in the Appendix A. The system software shall be capable of accommodating in its database an unlimited quantity of status and control points, analog input points, text points, communication lines, RTUs, IEDs, operator wokstations, reports, graphic symbols. These unlimited capacities may only be limited by the resources of the servers, operating system (memory size) and network. The size of the system map shall be up to a maximum of 1 billion x 1 billion drawing units.

The system shall be able to fully process a continuous alarm throughput of 50 alarms per second for at least 60 seconds. Both the World Coordinate map and the displays on all workstations shall be updated and responsive to controls throughout the alarm burst.

System Maintainability

The system shall be designed such that the user will be able to maintain the SCADA system with minimum reliance on the successful bidder's services. The system shall include all the necessary software for configuration of the system, integration and maintenance of the database. The database maintenance software shall provide a convenient graphical view of the entire database, with easy navigation throughout the database. The database editor shall allow interact with the user in an intuitive manner by means of dialog boxes and other familiar controls that are standard to the operating system. The successful bidder shall provide training courses covering these subject areas.

The successful bidder shall provide with the system, a dial-up diagnostic maintenance modem to provide access for system troubleshooting and software updates. The successful bidder shall have the ability to provide same day diagnostic troubleshooting and database assistance from the vendor's software facilities during normal working hours.

The successful bidder shall provide evidence that:

- The proposed software is owned and controlled by the bidder.
- The proposed system has a low cost of ownership.

- The bidder has full-time designing and programming staff capable of supporting and enhancing the software.
- The bidder maintains a full-time customer service department capable of providing same day diagnostic services via modem or VPN.
- The proposed software has a sizeable installed customer base.
- The bidder maintains an active User's Group organization.

The bidder shall have a formal version release method and shall be able to offer upgrades to newer versions of the proposed system software.

CHAPTER 3 - SYSTEM HARDWARE

Hardware Platform

The hardware platform encompasses all of the physical hardware devices utilized by the SCADA system including host servers, operator workstations (local and remote), storage devices, communication interfaces, printers, GUI devices (LCD Flat Panels) and LANs to which all the hardware devices shall connect.

The system shall be implemented with industry standard general purpose devices and interfaces. The proposed hardware devices shall be available from at least two different commercial sources (brands) on the market. The hardware platform shall be scalable such that existing devices shall be able to be replaced with higher performance/capacity devices with no or minimal impact to the system.

All materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged.

Host Servers

The system supplier shall provide the Master Station server hardware and peripherals built by a leading computer industry manufacturer. The preferred computer manufacturer is Dell. The servers shall be wholly designed, manufactured, warrantee, and assembled by the computer manufacturer. Composite component computer frames assembled with multi-vendor cards by second source manufacturers will not be accepted.

The host servers shall have as a minimum 3.0GHz Intel or equivalent processors with 1GB RAM memory, 80 GB internal disk drive, Read-Write CD-ROM, 40 GB tape backup drive, 10/100baseT Ethernet adapter. One 15-inch color Flat Panel LCD shall be provided with a KVM (keyboard-video-mouse) extender for switching between servers for trouble-shooting purposes. A 56K internal modem or better shall be provided for remote diagnosis by the system supplier via dial-up.

The host servers and associated communication equipment shall be delivered rack-mounted in cabinets with perforated walls for easy ventilation. The host servers shall run the latest MS Windows 2003 Server Edition operating system.

Workstation Consoles

The system supplier shall provide workstation console hardware and peripherals built by a leading computer industry manufacturer. The computer manufacturer shall be the same as for the host servers. The proposed workstation shall have as a minimum 3.0 GHz Intel or equivalent processor with 512MB RAM memory, 40 GB internal disk drive, Read-Write CD-ROM, 10/100baseT Ethernet adapter, one (or two, or more) 20-inch Flat Panel LCD with graphic adapter with a minimum resolution of 1280 x 1024 pixels, wireless keyboard and mouse.

The workstations shall run the latest MS Windows XP Professional operating system. The system shall be able to support any number of workstation consoles without any need for upgrading the system hardware and software.

Remote Consoles

As an option, the proposed system shall be provided with remote consoles which are based on laptop (notebook) computers.

The remote consoles shall use a dialup modem integral to the laptop to call the master station. As an option, the remote consoles shall use a communication wide area network (WAN) or a virtual private network (VPN) for accessing the host server. All functions and features in the local GUI shall also be accessible from the remote consoles.

Communication Interfaces

The communication servers shall provide the interfaces between the Master Station and the RTUs and/or IEDs in the field. The vendor shall propose industry standard, off-the-shelf terminal servers which shall support both standard asynchronous serial interfaces and TCP/IP interfaces. Each communication port on the terminal server shall be able to be used either as a serial RS232 port or as a network TCP/IP port, at user's choice. When external modems are required, a Bell 202D modem shall be configured for each channel.

The terminal servers shall be provided in dual redundant configurations, in the case of a dual redundant Master Station. In this case, each terminal server shall be connected to a Local Area Network (LAN) in a dual redundant LAN configuration. The terminal servers shall be modular and easily expandable in modules of eight or sixteen ports. This interface approach shall support communication via phone leased lines, microwave, radio, optical fiber, satellite and other methods of telecommunication.

Peripherals

The system shall be provided with a logger which shall be a 300 cps dot matrix printer for logging purposes. The system shall also be provided with a laser or inkjet printer that will produce high quality graphical printouts of the system screens at 1200 dpi with speeds up to 11 ppm in color. The printer shall support a parallel or Ethernet network interface.

CHAPTER 4 - SYSTEM SOFTWARE

Compliance with Open System Standards

The proposed SCADA system shall have been designed for openness. The Master Station shall have been designed around off-the-shelf industry standard software to provide open access across any TCP/IP based networks.

The following industry standards shall be part of the foundation of the proposed system:

a. MS Windows Operating System. The Windows version running on the host servers shall be Windows server edition whereas the version running on the workstation consoles shall be Windows XP Professional. Hybrid or multiple operating systems such as a combination of MS Windows with OpenVMS, UNIX or LINUX will not be acceptable.

b. MS SQL Server Relational Database. An off-the-shelf package designed for storing data, sorting information, retrieving data in custom reports and providing an industry standard interface to other applications shall be used.

c. Interfacing to AutoCAD and/or GIS or AM/FM systems using DXF or DWG graphic industry standards.

d. ODBC (Open Database Connectivity) standard which is supported by Microsoft, Oracle, Novell and many others, and creates a common relational database and SQL structure for interoperability between different applications.

e. TCP/IP – inter-process communications standard which provides a standard protocol for LAN/WAN communications and a standard language for Client/Server applications.

f. DNP3.0 Level 2 as a standard communication protocol for RTUs and IEDs adopted by the utility industry in North America.

g. OPC (Microsoft Ole for Process Control) – as a standard for integrating applications for industrial systems such as: water, gas, etc, used in the vertical utilities.

Operating System

The system shall use a true multi-user, multi-tasking operating system platform as provided by Microsoft Windows. The operating system shall exhibit robust security features, shall support resource accounting at both the user and application level, shall support Microsoft Windows without emulation as well as DOS, shall support 32-bit processing and be memory addressable to 2 GB.

The system platform shall be scalable including the capability for a distributed architecture with multiple distributed peer workstations, performing concurrent task processing, supporting engineering, management and development activities at various sites. The system shall be provided with adequate tools and utilities to monitor the performances and to manage the resources of all subsystems.

Database Structure

The database structure shall be specifically designed for high performance real-time operation. A proprietary hierarchical database will be acceptable for reasons of providing high performance and fast response times.

The real-time database shall be accessible via ODBC interfaces to import and export data from the SCADA database to standard commercial applications such as Microsoft Excel or Access.

On-line database editing capability for adding, replacing or deleting points in the database, RTUs, communication lines, etc, shall be possible without any interference to the system operation.

A user-friendly graphic editor shall be provided for building of new global maps and displays and for editing existing ones through interactive and intuitive methods.

Access to capabilities of editing both the database and displays shall be available at all operator and engineering workstation consoles; however it shall be restricted only to users with appropriate rights and privileges.

The system database size shall be able to be expanded to handle additional points without any need to expand the hardware, perform any software change, or pay additional licenses.

Historical Database

The historical database shall be able to store any data from the real-time database on a periodic or snapshot basis definable by the user. The historical information subsystem shall be able to provide storage of unlimited quantities of historical data depending only on the limitation of hardware resources (disk storage, etc). The stored historical data shall be accessible to other applications for data review and analysis and to trending displays.

The underlying platform of the historical information subsystem shall be a commercial, industry standard RDBMS (Relational Database Management System) such as: MS SQL Server, Oracle, and Sybase. The preferred RDBMS platform for this project is MS SQL Server.

CHAPTER 5 - SYSTEM FUNCTIONAL REQUIREMENTS

Data Acquisition

The proposed system shall be able to provide the following data acquisition functions:

a. Monitor analog values such as Volts, Amps, Watts and VARs at each substation. Convert these values to a digital format. Transmit changed values back to the Master Station. Convert these values into engineering units. Display these values on single line diagrams and provide alarm limit checking. Provide historical storage at user definable interval and retention periods.

b. Monitor the status changes of various switch contacts and other equipment in the field. Provide an audible and visual alarm when the switches have changed status without being commanded.

c. Accumulate kilowatt-hour pulses from pulse initiators at each substation. Provide a freeze of counts by RTU on a user definable interval. Transmit the counts back to the Master Station. Convert the counts into interval and hourly deltas. Provide historical storage at a user definable interval and retention period.

Supervisory Control

The proposed system shall be able to provide the following supervisory control functions:

i. Allow the system operator at the Master Station to issue controls to trip and close breakers through a select-before-operate sequence and automatically monitor breaker auxiliary contacts to ensure operation,

ii. Allow the operator to manually control load tap changers and monitor the tap position,

iii. Allow the operator to manually control the circuit breakers.

iv. Allow the operator to provide output pulses to generator units. The system shall be able to download both a variable number of pulses and a variable length pulse.

v. Allow the operator to run a switching order sequence which allows the user to define various automatic controls that occur under predefined conditions.

RTU Communication

The bidders shall list the available and proposed protocols that the proposed master station can support. As a minimum, in addition to the protocols required for existing or proposed RTUs and IEDs, the master station shall also have available, as options, such open protocols as DNP3.0, IEC 870-5-101 and Modbus for both serial RS232 and IP-based network communication.

The software subsystem for the proposed protocols shall implement all features of the RTUs and IEDs that are required by the City of Lodi. As a minimum, the following functions shall be included:

a. Rapid polling of RTUs for exceptions

b. Select-before-operate control execution

c. Variable control durations for momentary controls

d. Detect and report multiple changes of state between poll cycles , if the RTU does not buffer changes but instead reports a “multiple change detect” bit

e. Automatic interleaving of multiple priority messages, e.g. automatic “fast scan” after a control and “error scan” after a communication error

f. Scheduled accumulator freezes and polls

g. Scheduled integrity (general interrogation) polls

h. Time synchronization of the RTUs

i. Sequence of events data uploading and processing

When a user-definable error retry count expires for an RTU, the system shall declare the RTU failed by means of a status point and an accompanying alarm. On RTU failure, the system shall mark all points that are telemetered by the RTU as “telemetry failed”. For each point, this telemetry failed quality code shall not clear until a value is subsequently received from the point.

The user shall be able to define alternate communication ports (or IP addresses) that can be used to reach the RTUs. On a series of communication errors with an RTU, the system shall switch ports after a user-definable port retry count expires. A separate port status point for each RTU shall be maintained to indicate which port is currently being used to poll each RTU. If the communication line is looped, it shall be possible to determine between which two RTUs a break exists by examining the values of the port status points.

By manually setting the value of a port status point, it shall be possible for the user to force the system to use only one port for the associated RTU. By manually setting the value of an RTU’s status point, it shall be possible for the user to shut down polling of that RTU. For each RTU, the system shall maintain communication statistics in the form of analog points that may be viewed on displays, printed in reports, or stored in historical data files. Such statistics shall include percentage of successful communication, number of timeouts and number of security errors.

After an RTU has been declared failed, the system shall continue to poll it but at a reduced rate, for example: poll only one failed RTU on each round-robin poll cycle. If all RTUs are failed on a communication line (on both ports, if two ports are defined), the system shall declare the entire communication line as failed.

Each communication protocol software module shall support a communication monitoring facility that allows the user to view the messages issued to and returned from the RTUs. The operator shall be able to monitor individual RTUs or all RTUs.

Status Data Processing

The system shall be able to acquire process and display status points (single and multi-bit). Each status point may have a control point associated with it. A control command shall initiate a timer to check if the back-indication is received within a certain time period from the initiation of the control command and if not, an alarm shall be generated. If a change of status is detected which is not the result of a control command, an alarm shall be generated.

The system shall be able to process the following types of status changes:

a. 2-state status. This type of input shall be used to indicate the status of a device that may be in one of two possible states. The user shall be able to define the names of each state, e.g. ON and OFF, Open and Closed. In addition, a color shall be associated with each state such that a normal state could be green while abnormal could be red.

b. 3-state status. These inputs are similar to the 2-state status points except that the device may take on any of three possible states. The user shall be able to define the names and colors associated with each state, e.g. Open, Closed and In-transit, or Illegal.

c. Multiple State Change. This feature shall provide support for multiple status changes that result from control commands. For each control point, it shall be possible to specify a list of up to 30 status points that may change as a result of a command. If not all the expected transitions occur within the control point response time-out, the system shall generate an alarm for the control point as well as an additional alarm for each associated point that did not undergo the expected transitions.

Analog Data Processing

The system shall scan every analog input in the RTUs at predefined scanning intervals. Any failure to complete a scan shall be marked with a data quality flag. Also the system shall scan each analog input every second and compare that input to the previously reported input. When the difference between these values exceeds its reporting band, the analog value shall be reported (report-by-exception).

The master station shall convert each scanned analog point to engineering units whereby both the telemetered and converted data shall be stored in the database. The user shall be able to specify the scale factor and offset to represent the conversion factors for a linear conversion of the telemetered input values to engineering units.

The system shall be capable of checking the analog values for at least three sets of limits: warning, emergency and reasonability. Each of these three sets of limits shall be provided wit an upper limit, a lower limit and a deadband. The deadband associated with each limit is used to prevent multiple alarms from being generated when the value hovers near a limit value.

To allow the removal of noise readings around the zero mark of the engineering scale, a range of engineering values inside the point value range shall be specified which shall clamp the input value to zero. For example, if the zero-clamp deadband s 3.0, any input value which is converted to between +3.0 and -3.0 engineering units will be clamped to zero.

The system shall provide a rate-of-change for analog input values by computing the difference between the new and previous value and dividing this by the difference between the current time and the time the point was last updated. The rate-of-change shall be checked against the limits for rate-of-change.

Pulse Accumulator Data Processing

The system shall be able to process accumulators received from the RTUs. The system shall send a command to freeze the accumulators either to all RTUs or to selected RTUs. However this freeze command shall not reset the accumulators in the individual RTUs. Upon receiving the accumulator readings at the master station, the system shall automatically calculate the difference from the last reading.

The system shall retrieve the hourly accumulators every hour from the RTUs and shall convert them to engineering units. The system shall also be able to retrieve accumulators at user-definable intervals from 15 to 30 minute intervals.

Sequence of Events Data Processing

The system shall be capable of processing digital indications from the RTUs which are tagged with the time of event occurrence (SOEs) provided that the RTU protocol supports this feature. The Master Station shall perform a time synchronization of all the RTUs which are equipped with SOEs. The system shall provide a separate SOE Summary List with the chronologically or reverse chronologically sorted SOEs.

Control Output Requirements

The system shall perform all control operations to field devices in a safe secure manner. The operator shall be promptly informed if any anomalies occur during the control sequence. There shall be the following types of controls available in the system: control & indication, raise/lower control, analog output control, pulse output control.

The control & indication type shall be used for controlling the status of breakers, recloser circuits, ground circuits, line switches and similar devices. This type of control shall be able to accommodate either a single sending contact (two-state control & indication) or two sensing contacts (three- or four-state control & indication) per point. The raise/lower controls shall be used for controlling tap changes, control valves and similar devices. The analog output control shall be used for providing setpoints to local controllers (generation controllers, pressure controllers, flow controllers, etc). The pulse output controls shall be used for generator control and shall be provided with either variable duration pulse or a train of pulses.

Where supported by the RTU protocol, the system shall utilize a Select-Checkback-Execute technique that requires secure handshaking with the RTU before any controls are executed. In such cases, control of a point requires the following exchange of messages:

- Master to RTU - control point selection
- RTU to Master - point address check-back
- Master to RTU - control execution
- RTU to Master - execute acknowledgement

If the Master Station does not receive proper acknowledgement of either the select request or the execute command, a check-back failure alarm shall be generated by the system. If the acknowledgements are correct, but the expected status change does not occur within the point's control response timeout, a control failure alarm shall be generated. An optional multiple status change validation feature shall be available to handle cases where a control causes multiple status changes to occur.

Areas of Responsibility

The SCADA software shall be able to be partitioned into 128 areas (or zones) of responsibility. The user shall have the ability to assign any combination of the 128 zones to each database point (telemetered or calculated) and/or to each login account. Examples of how zones may be used to partition the system are into separate utilities, if the system is a combined electric, gas and water system, or into high voltage and low voltage circuits, if the system is an electric distribution network and operators have different license requirements for different voltage levels.

The user shall be able to create any number of zone groups containing various combinations of the 128 zones and to give each zone group a name. In addition, each user account shall specify the types of activity that are permitted for that user. These individual user privileges must be individually enabled or disabled and should consist of such activities as point editing, report editing, alarm acknowledgement and blocking, manual set and control, and tagging. An operator shall be able to manipulate only those points whose zones overlap those of his login account.

Tag Management

When a controlled device or a line fed by a controlled device requires maintenance, it is required that the system provide a facility for limiting control of that device. The system shall allow operators to inhibit control of devices

by means of a secure, multi-level tagging feature. This feature shall allow operators to apply up to eight tags to each point, each tag being stored with a date/time stamp and optional operator-entered description. Each point shall be able to be provided with a visual attribute showing that the point has one or more tags on each display where that point is shown.). It shall be possible to create tables of symbols that are to be displayed on tagged points. If a point is tagged, the display shall show the symbol that corresponds to the highest-level tag on the point.

The system shall provide the capability to configure a custom set of tag types that are mapped to the following four basic types of tags: Inhibit ON and OFF controls, Inhibit ON control only, Inhibit OFF control only, Information only (no control inhibit). The system shall permit no means of bypassing the control inhibit caused by a tag. This applies to any and every application supplied by the vendor or written by the City of Lodi using the vendor's API.

A group tag function shall be provided that allows an operator to define a tag, select multiple points and apply the same tag to all selected points.

Calculations

The system shall include a periodic calculations program that allows the user to define both arithmetic and Boolean calculations.

The following built-in functions shall be available:

a. Arithmetic (+, -, *, /) operations
b. Boolean (AND, OR, XOR, NOT) operations
c. Comparisons (GT, LT, EQ, etc)
d. Trigonometric functions (sine and cosine)
e. Exponential and natural logarithm
f. General digital filter
g. Minute/hourly/daily/weekly/monthly sample
h. Minute/hourly/daily/weekly/monthly reset
i. Average over time
j. Current date and time
k. Accumulated time open/closed
l. Hourly/daily maximum, minimum and average
m. Normalized rate accumulation
n. Interlock (inhibit control)
o. Setpoint Deviation

The user shall be able to create custom complex functions using expressions and a high-level language similar to or identical to that offered in the Command Sequencing option described below.

Command Sequencing

As an option, the proposed system shall provide an object-oriented visual programming development environment to allow the user to develop custom calculations and control programs. Since this environment will be used by non-programmers, the program development tools shall be intuitive and similar to other popular visual development environments such as Microsoft Visual Basic. The programming environment shall allow the user to select a statement from a menu leaving the user to just insert the arguments.

The environment shall support comments and all of the functions described below:

- Math/logic functions, with following expressions:

- arithmetic (*,/,+,-)
- logical operators (AND,OR, NOT, XOR)
- magnitude comparison (>, <, =)
- absolute value
- integer truncation
- square root
- circular functions (SIN, COS, TAN, ASIN, ACOS, ATAN)
- exponential & logarithm
- maximum and minimum in list
- time/date

- Read and write status and analog points. Full alarm processing on calculated results.
- Issue controls and setpoints.
- Raise alarms.
- Add and remove tags.
- Issue hard copy report requests.
- Call other command sequences as subroutines.
- Conditional (IF-THEN-ELSE) branching and DO WHILE loops.
- Variable delay commands
- Two-dimensional table look-up in arrays of up to 256 x 256 elements

The system shall provide the capability to build customized template functions which become part of the library of functions available for use in command sequences and calculations.

Graphical User Interface (GUI) Environment

The operator interface shall utilize the Windows graphical user interface (GUI) environment, making extensive use of mouse point-click-drag functions, pull-down menus and interactive dialog boxes. The operator interface should support the display of multiple windows that can be re-sized, moved, overlaid in a tiled fashion, or shrunk to an icon.

Operator Displays

The system shall provide the following types of displays for use by the operators:

- Global Map Display. This type of display shall consist of a high-resolution vector map of the user's network with the current analog values and status of devices superimposed on the map. The display shall allow the operator to select displayed objects in order to issue or inhibit controls, acknowledge or block alarms, or modify operating parameters such as limits.
- Alarm Summary Display. This type of display shall show a user-customizable list of alarms that are in the system. The operator shall have the ability to acknowledge and/or block alarms and to control the operation of the audible alarm. This display shall be configurable by the operator by means of filtering by station, zone of responsibility, alarm priorities,

chronological or reverse chronological order, typeface and size of text, blocked alarms, any combination of active, cleared, acknowledged or unacknowledged alarms.

- Operator Summary Display. This type of display shall show the operations messages that have been logged by the system. This display shall be configurable by the operator by means of filtering by alarm priority, station, zone of responsibility, specific database points, time range, typeface and size of text.
- Tabular Data Display. This type of display shall list the status and analog points by station and systemwise. The information shown on this display shall include the point names, descriptions, current values and quality codes and other parameters from the database, e.g. transition counts and alarm limits. This display shall be used for operation and control in the sense that from this display, the operator can perform point operations such as control, tag, alarm acknowledge or block, as well as modify operating limits and reset transition counts.

Global Map Display

This display shall consist of a high-resolution environment in which the operator uses a movable window on a large-scale global map. The operator shall be able to navigate through the map using convenient mouse-oriented tools that include continuous panning and zooming, as well as poke points that cause the global map to jump to pre-defined displays. A user-extendable library of ready-to-use symbols, colors and text styles shall be provided.

Methods of navigation within the global map display shall include the ability to continuously pan and zoom, to jump to other displays at pre-defined locations and magnification levels and to snap to a view that is defined by rubberband mouse operation, i.e. a view selection rectangle. The global map display shall be implemented in a multilayered structure. When a map is imported from a DWG or DXF file, the layers that are contained in the DWG/DXF file should be preserved in the resulting SCADA global map. There should be no upper limit on the number layers that may be contained in the global map.

It shall be possible to assign a specific zoom level to each layer for automatic de-cluttering. Such assignments should be easy to make by navigating to desired zoom levels and clicking on pushbuttons in a dialog fashion. De-clutter levels shall not be lost when the map is re-imported from an updated DWG/DXF file. The operator shall have the ability to override the automatic de-cluttering and manually either turn a layer on or off regardless of the current zoom level. By organizing layers in a hierarchical system of folders, it shall be possible to easily turn entire folders of layers on or off. The system of folders shall be preserved when the map is re-imported from an updated DWG/DXF file.

The user shall be able to specify the number of alarm lines for the unacknowledged alarms to be displayed in an alarm banner at the bottom of any display. The alarm banner shall not resize when the operator zooms in or out on the global map display. The operator shall be able to temporarily resize the alarm banner by dragging the frame separator, showing more or less alarm lines. The operator shall be able to toggle the alarm banner on or off. It shall also be possible to acknowledge and/or block the alarms that are displayed in the alarm banner via a pop-up menu. The user shall be able to represent status points with animated GIF (Graphics Interchange Format) files. Animated GIFs are a popular way to display the change of state of a device, or motion such as a pump in operation. The operator shall be able to set the blink rate to control the speed of the GIF file.

It shall be possible to use bitmaps (image files) rather than symbols to represent status points, station points, and pushbuttons. The displayed bitmaps should scale as the user will zoom in and out. The supported bitmap file types shall include GIF, JPG and BMP. The user shall have the ability to create any number of views within the global map display. The views may be accessed via a scrollable list box or via pushbutton (poke points) on the global map display. For ease of navigation in the views list box, it shall be possible to organize the views in a hierarchical system of folders. Both the folders and the views themselves shall be preserved when the map is re-imported from an updated DWG/DXF file.

Notes

The displays shall support a system of “post-it” notes that allows operators to add and remove note icons on any display. Clicking on a note icon shall cause a pop-up window to appear to show free-form notes on any topic. The notes can be entered and modified in this window.

The system shall also support notes that are specific to database points. Such notes shall be accessible from a pushbutton in the point dialog box that appears when the point is selected. When a point has some notes, the pushbutton icon in the dialog box shall be highlighted.

Point-specific notes shall also be accessible from the alarms display. When a point-related alarm is selected, a pushbutton in the tool bar should highlight if there are notes for the selected point. Clicking on this pushbutton shall bring up the point’s notes.

Drawing File Import

The proposed system shall provide the capability to import graphics from other drawing packages (e.g. AutoCAD and GIS systems) via direct DXF and DWG file import. The layers contained in the DXF/DWG file shall be preserved as layers in the SCADA global map. The symbols, colors and text styles contained in the DXF/DWG file shall be imported into the libraries used by the SCADA global map, where they may be edited or used as is in dynamic map elements.

The system shall allow the import of multiple DXF/DWG files into the same SCADA global map. It shall be possible to subsequently re-import an updated DXF/DWG file and have its layers replace the corresponding layers in the existing SCADA global map without disturbing the graphics contained in the other layers of the SCADA map.

Control Panels

As an option, the proposed system shall include the capability of Control Panels as a tool for visualizing the data collected from IEDs in the substations.

The Control Panel shall be provided as a rapid graphical user interface (GUI) development tool that is built into the operator interface. It allows dynamic elements and database values to be superimposed over a picture. Although any picture may be used, the most common application shall be a picture of the front panel of an IED. In the case of an IED, the Control Panel operates in the same fashion and displays the same information as if the operator was standing directly in front of the device in the substation. For each IED in the substation, the user shall be able to simply select the template and to specify the station name of the IED. The system shall take care of instantiating all of the indications and controls.

It shall be possible to use picture files (*.bmp, *.jpg, *.gif) in the system GUI as well as to overlay pictures with dynamic elements of indication, analog values, and control. The user shall be able to create custom control panels and to use points from up to four different IED’s in each control panel. The successful bidder shall supply a library of control panel templates for the most common IEDs available.

Full Graphics Editor

A full graphics editor shall be provided as an integral part of the database and display building tools. Access to the editing capabilities shall be available at all local and remote consoles; however it shall be password-protected. A copy of the global map and supporting libraries shall reside on each workstation console, such that

when viewed in live mode, only dynamic data such as point values and alarms shall be retrieved from the host server in order to minimize network traffic and make feasible dial-up connections even with large displays. Publication of changes to the displays and libraries to other workstations shall be via standard file transfer mechanisms.

The full graphics editor shall allow the user to create any number of layers and displays of the global map. The editor shall allow the user to assign zoom levels to each layer for automatic decluttering. The editor shall allow the user to specify an image file for any display that is to be used as a background for the display. The image file formats that can be used for this shall include JPG, GIF and BMP.

The full graphics editor shall contain easy-to-use tools for re-layering, re-coloring and re-styling (text) as well as duplication (copy/cut and paste), stretch and re-size. The full graphics editor utility shall provide topological support. It shall allow consistency checks between the graphical display and the corresponding database. Connectivity information shall be stored in the database in order to allow the topology to be dynamically changed.

Drawing Tools

The proposed system shall include drawing tools as part of a full graphics editor to allow the user to add to and/or modify the drawings that were imported via DWG/DXF file. The drawing tools that are provided in edit mode shall include at least the following capabilities:

a. draw line
b. draw rectangle (open and filled)
c. draw polygon (open and filled)
d. draw circle and ellipse (open and filled)
e. draw arc (open and filled)
f. insert text
g. insert symbol
h. insert dynamic element (e.g. point or poke point)

The following editing functions shall be provided:

- cut and paste
- rotate
- snap to grid
- stretch

The following alignment tools shall be provided:

- Align objects left
- Align objects right
- Align objects top
- Align objects bottom
- Center objects vertically
- Center objects horizontally
- Distribute objects vertically
- Distribute objects horizontally
- Distribute objects matrix (user details the number of rows and columns)
- Resize to maximum selected object height
- Resize to maximum selected object width
- Resize to maximum selected object height and width
- Resize to minimum selected object height
- Resize to minimum selected object width

- Resize to minimum selected object height and width

The editor shall support at least 99 undo and redo editing changes.

The user shall be able to create libraries of the following:

- drawing styles (colors and line styles)
- text styles
- symbols
- dynamic elements

The system should include an initial ready-to-use set of such libraries. On import of a DWG/DXF file, the colors, text styles and symbols that are contained in the DWG/DXF file should be imported into the libraries, where they may be customized or just used as is.

The display editors shall allow the user to define displays of dynamic data fields as follows:

i. analog values
ii. status values
iii. station alarm status
iv. remote station status
v. dynamic line segment coloring
vi. historical data trend graphs
vii. text strings

The proposed system shall provide the capability to display a telemetered or calculated analog value in the form of a numeric string, horizontal or vertical bar graph (the length of a bar graph reflects the value of the analog point), or in an analog gauge. Both numeric strings and bar graphs shall be color-coded to reflect any violation of alarm limits. The color-coding shall be user-definable. It shall be possible to create multiple color-coding schemes. Analog gauges shall have the capability to represent a meter or dial type gauge. The user-definable properties shall include: angle start, angle length, dial color, dial direction, label properties, limits properties, major/minor divisions, needle properties, and the radius. The proposed system shall provide the capability to display the state of a telemetered or calculated status point by means of a user-definable dynamic element that specifies one of the following:

- a set of four symbols
- a set of four text strings
- one symbol and a set of four colors.

Two-state points shall use only two of the four symbols, strings or colors.

Data Quality

The proposed system shall provide the capability to display data quality indications adjacent to each analog value or status point indication. These shall include the following as a minimum:

a. telemetry failed
b. manually set
c. calculated from manually set data
d. alarm blocked
e. out-of-range
f. tagged
g. interlocked

Database Editor

The system database shall be defined and maintained with the help of an interactive database editor. The database editor shall be of Windows dialog style and shall be supported by a detailed database manual that explains the format, purpose and interrelationships of all database fields.

The database editor shall provide a graphical tree-like representation of the complete database and shall support easy navigation throughout the database to the desired items to be edited. Database items to be edited in this way shall include Stations, Communication Lines, Communication Channels, RTUs, IEDs, as well as all the individual database points (analog values, status indications, accumulators, etc). The database editor shall operate as a “client” program which communicates with a “server” program running on the host computer. However the database editor shall be able to run on any computer that is connected to the host server via the network. With this arrangement, it shall be possible to manage the database maintenance from any suitably configured PC on the network without being necessary to go to the control room to do it.

The database editor shall include features which will make it easy to create and modify the database such as:

1. using the Station Cloning feature to create an entire new station and all its points, based on an existing station;
2. copying, cutting and pasting in the Windows environment;
3. using a model feature to create points and other database items that are based on previously created ones;
4. using a Station Rename feature to copy a portion of an existing display, and to reassign all those dynamic points to points in a different station, all in one operation;
5. editing or modifying the database on an MS Excel spreadsheet and importing it into the system real-time database;
6. deleting existing database points;
7. providing a consistent “look and feel” to the system.

All changes and updates of the database shall be completed and validated while the system is in online operation. Under no circumstances shall the real-time system operation be interrupted or disturbed by the database editing and maintenance process.

IED Wizard

The proposed system shall provide an IED Wizard feature which automates the creation of the database for an IED. In just a few simple steps, it shall be possible to create not only the required points in the real-time database system, but also, for an IED that is a slave to an RTU, the mapping of these points for automatic download to the RTU.

The IED wizard shall contain an extensive library of the most common IEDs that are available on the market. The mapping process shall be based on a series of intuitive templates that will guide the user through the process. The user shall be able to select from a list of devices for each IED vendor, specify a unit address and the point group, and drag the point group into the RTU’s point map. All of the telemetry and control addresses and RTU-to-IED mapping shall be automatically generated. The IED Wizard should completely eliminate the tedious error-prone data entry of telemetry addresses and mapping tables.

The user shall be able to create for each IED multiple templates with different sets of point definitions. The vendor shall supply tools for creating templates for those IEDs or devices that are not in his current library. Templates shall be easy to modify and an unlimited number of different versions or variations of the same or similar templates shall be possible to handle for use in the system.

User Rights and Privileges

The proposed system shall provide for a highly secure environment which only allows authorized users to interact with the system and its database. There shall be user names and passwords assigned on all servers and workstations for general operating login. There shall also be user names and passwords assigned on all workstations for login to the SCADA functions. The user name, password and user rights shall be defined in a user account. Each user account shall be assigned a set of user rights that determines the actions that the user may take. This shall provide individual control over various operating and editing functions. As a minimum, the user rights for normal operation shall determine the access of a user to the following functions:

1. alarm acknowledge
2. alarm page acknowledge
3. alarm block
4. alarm unblock
5. alarm station acknowledge
6. alarm silence
7. manual set operations
8. control points operations
9. activate points operations
10. tag points operations
11. run command sequences

In addition, the user rights for changes to the system shall determine the privileges of a user for the following functions:

a. edit database
b. edit display
c. edit report
d. edit analog limits
e. edit notes
f. edit control sequences

Each user account may also be assigned Privilege Mode or Training Mode. If neither of these is assigned, the user is in Normal Mode. Privilege Mode shall be required to access certain high-level functions in the system depending on the applications. Training Mode shall restrict the operator to only those stations in the database that are also in training mode. This shall prevent the operator from controlling real system devices in training mode. Each user's account, functional levels, zones of responsibilities, etc, shall be controlled from an access management set of displays. Only the system administrator shall have the right to edit and modify the access management displays.

The proposed system shall be able to handle an unlimited number of user accounts with their corresponding user rights and privileges.

Alarm Processing

The system shall alert he operator when abnormal conditions or certain events that are designated as being important occur such as:

a. any uncommanded change in a status input or calculated status;
b. any analog input or calculated value that crosses over any defined alarm limits;
c. any commanded change of a control & indication point that does not result in a back-indication within some specified period;
d. any failure of the Master Station to communicate with any RTU;

e. any failure of a given RTU to respond correctly to a previously specified number of interrogations;
f. any failure of a major component of the SCADA system.

Alarms and operational events shall be continuously synchronized in real-time to the standby host server, in the case of a dual-redundant system configuration.

The proposed system shall be able to handle a minimum of 100 alarms or events per second per operator consoles regardless of the other workload.

Alarm Priorities

The system shall provide at least five (5) alarm priority levels. Alarms with priority zero - the lowest, shall be considered to be pre-acknowledged. Such alarms shall neither sound any audio alarm signals nor cause points to flash on the display. Higher priority alarms shall require acknowledgement and shall sound audio alarm signals. The audio alarm signals shall consist of .WAV files that can be assigned to each priority. All alarms shall be logged regardless of priority to at least three destinations: alarm summary displays, event printers and operator log files.

For each status point, it shall be possible to define which state (0 or 1) is abnormal and to assign a separate alarm priority to each state. When either the select or execute check-back fails, the system shall generate a check-back failure alarm. If the check-back is successful but the expected status change does not occur within a timeout period that is user-definable for each control, the system shall generate a control failure alarm.

For each analog point, the user shall be able to define three sets of nested upper and lower alarm limits, with a separate deadband for each limit. In addition, analog points shall be able to generate an alarm when a rate of change is exceeded, either in the increasing or decreasing direction, or both. Each alarm limit shall support a separate alarm priority. The system shall provide the operator with a visible “telemetry failure” indication when the value of any displayed point is not currently being updated by the system because of an RTU or communication line failure. Any points that are calculated using, as inputs, the values of other telemetry failed points, shall also be marked telemetry failed.

The user shall be able to specify any Windows sound file (*.WAV) to be used for the audio alarm signal. The system shall allow the user to browse for sounds and to test play the selected sounds. The system shall allow different sounds for each alarm type and a different set of sounds for each workstation.

Alarm Formatting

The user shall have control over the format of alarm messages by means of alarm format statements. As a minimum, the message format editor shall allow the user to incorporate the following into the alarm messages in any desired sequence:

a. strings of fixed text
b. name of the point in alarm
c. point description
d. station name of the point in alarm
e. station description
f. alarm priority level
g. point value or status
h. alarm limit that was violated (for analog limit violation)
i. calculated rate-of-change that violated the rate-of-change limit
j. point engineering units

The system shall provide summary lists for all unacknowledged, acknowledged, blocked, suppressed and for all alarms. The user shall be able to perform alarm filtering based on certain parameters or filters. The filtering of alarm summary lists shall be performed from a template where the operator can enter the filtering parameters and obtain the filtered lists.

Master/Slave Alarm Suppression

The proposed system shall provide a Master/Slave Alarm capability that allows the user to define a hierarchy of primary/secondary (master/slave) alarm point relationships. This feature shall allow the user to focus on the conditions that are the real cause of a disturbance by filtering an avalanche of alarms and presenting to the operator only those that are really important. The master/slave relationship may be used for either or both of the following purposes:

- Alarm Suppression
  If the alarm suppression function is enabled for a particular master/slave relationship, then as long as the master point is in the alarm state, alarms on its slave points will be suppressed (i.e. the alarm severity is reduced to zero). The suppression may be specified to be either time-limited or indefinite.

- Group Acknowledgement
  If the group acknowledgement function is enabled for a particular master/slave relationship, then whenever the user acknowledges alarms on the master point, he/she also acknowledges alarms on its slaves.

Each master point shall be able to have any number of slaves, each slave shall be able to can have any number of masters, and a slave shall also be able to be a master and have slaves of its own.

The Master/Slave Alarms option described above shall also allow the user to suppress alarms of any desired priority (typically the low priorities). This feature shall allow the user to exclusively focus on the most critical alarms in the system and once these have been handled, the operator can look at the lower priority alarms. Alarms that are suppressed in this manner shall be hidden from the alarm lists until the user un-suppresses the corresponding alarm priorities. The alarms must be recorded in the database, however, and become viewable as soon as the suppression is removed. Such alarms should be automatically acknowledged when they become viewable.

The above features shall be fully integrated into the SCADA system with no need for any third party software.

Remote Alarm Annunciation

The proposed system shall have the ability to remotely transmit any pre-defined alarm condition to any commercial paging system, e-mail or SMS (short-message-service). There shall be no limit in the number of alarm conditions that are required to be remotely annunciated. This function shall be fully integrated into the SCADA system and no third party software shall be required to achieve the functionality. The communication between the remote alarm annunciation system and the annunciation providers shall be available over serial connections, e.g. modems, as well as over TCP/IP wide area networks, e.g. Ethernet, VPN, Sonet/SDH, satellite, etc.

The system shall have the capability to send e-mails for alarm messages. The user shall be able to define which points are annunciated in this fashion, and for each point, which alarms, e.g., which states for a status point and which limits for analog point. The system shall also have the capability to call a central paging computer service to forward alarm messages to digital pagers. The user shall be able to define which points are annunciated in this fashion, and for each point, which alarms, e.g. which states for a status point and which limits for analog point. The pagers shall be identified in up to eight groups, with up to 30 pagers per group. For each group, the user shall be able to specify the telephone number of the paging computer, and the alarm priorities and zones of

responsibilities of the alarms that are to be sent to those pagers. The same alarm may be directed to multiple pager groups.

The user shall be able to define a schedule for remote alarm annunciation so that it starts automatically after hours and turns off automatically in the morning. The user shall also be able to specify an annunciation time delay, so that if someone is in the building but not in the control room, he/she will have time to come back to the control room and respond to the alarm before someone is paged. The user shall be able to specify a re-annunciation time interval, such that if the alarm is not acknowledged after this time interval, the page will be re-issued.

External Alarm Bell

For operations under noisy conditions or remotely from the control room, the external alarm bell feature shall be used to control (activate/de-activate) several different external alarm bells based on alarm priorities for any of the alarm zone groups. A local RTU may be required for enabling the control of the external alarm bells. Audible alarms shall still be generated at each workstation by the operator interface.

Event Data Recording

The SCADA system shall maintain an event file that records all status changes, operator controls and SOE data. This file shall be re-sizable to store several million events, if desired. Non-SOE events shall be time-stamped to the nearest second. SOE data shall be stamped to the nearest 1 millisecond, subject to the capabilities of the RTU protocol. The operator shall have the ability to request event data reports with time range and point search capabilities.

Report Generation

The system shall support a report generation capability that will allow the user a high level of flexibility in the definition, formatting and scheduling of on-demand and periodic reports. The reports shall include data from both the real-time database the historical database. The system will allow the user to schedule reports for automatic printing or saving to hard disk files for subsequent transfer to CD or tape. The system shall use commercial tools such as Miscrosoft Excel and Access to generate the reports.

Report Editor

A report editor shall be available to allow the user to define reports by specifying a database table, a set of desired data fields and the selection criteria for retrieving records from the database table. In a report definition, the user shall be able to specify:

a. Choice of database table to access (e.g. status points, alarm file)
b. Choice of the data fields available in the chosen table
c. Filtering by the value of any data field in the selected table
d. Ordering data by value of any data field
e. Grouping of displayed data according to any data field

Examples of such selection and filtering requests are reports for:

1. points in specific “point type” categories
2. points in certain stations

3. points in certain zone(s) of responsibility
4. points associated with a specific communication line
5. points that are manually set
6. analog values that are in out-of-range condition
7. points that are tagged
8. points in alarm condition

A graphical report in the form of scheduled prints of selected views of the global map shall also be provided. The system shall include a scheduling facility that will allow the operator to define the schedules and destinations for all reports. It shall be possible to direct a scheduled report to multiple printers, one or more of which can be directories on disk.

Data Export to MS Excel and MS Access

The proposed system shall be provided with direct interfaces using open standards such as ODBC, DDE and SQL that will allow the user to export real-time and historical data from the SCADA system to MS Excel and MS Access. All data points in the database, not just values, shall be available for export.

The user shall be able to specify the desired data fields, the column headings, as well as to define compound selection criteria that will filter the data to be exported, e.g. Value > 100, or Value < 100. The process shall not require any programming by the user, but rather a direct pointing by mouse clicks to the data desired to be included in the spreadsheet. The user shall be able to save multiple queries on the same spreadsheet or on multiple spreadsheets and to have queries automatically executed when the spreadsheet is invoked.

The system shall provide the ability to set timers to have one or more queries periodically executed at fixed time intervals as well as on a pre-defined change.

Data Collection and Storage

The system will provide a historical data collection facility that allows the user to define the points that are to be sampled, the sample frequency and how long to retain the sample data. In each dataset, the oldest samples should be overwritten by the newest.

The collected historical data must be able to be trended, included in reports, exported to MS Excel or MS Access or transcribed to relational databases.

The historical data software shall be capable of sampling at intervals as low as 1 second. There should be no upper bound on the duration of samples within each dataset, and thus no upper bound on the amount of historical data that can be stored other than the limitation imposed by available disk space.

The historical data software shall allow the user to specify recording of statistics in the sample records. The statistics shall include time averages, summations, maximums and minimums, and times of maximums and minimums and shall be based on user-definable observation intervals.

The system shall also allow the user to create “secondary” datasets that extract information from primary datasets. For example, a primary dataset could contain 15-second samples for several days. A secondary dataset could extract daily maximums and minimums, as well as the times of the maximums and minimums and record these for ten years.

Historical Information System

As an option, the proposed system shall provide a Historical Information System (HIS) function which allows the user to transcribe real-time database values, historical data, operation messages and alarm and event logs including SOEs onto a relational database management system. The HIS function shall use as a platform any of the established commercial relational database management systems including MS Access, MS SQL Server, Oracle, etc.

The ability of transcribing the current real-time database values shall be bi-directional, i.e. it shall be possible to transcribe data from a table into a relational database into real-time database points. If a real-time database point is manually set, the transcription program shall not update it.

The system shall provide the ability to transcribe data to multiple databases on multiple platforms. For each target database, the user shall be able to specify exactly what is to be transcribed, e.g. what points and what historical data tables. Also the user shall be able to specify the schedule of transcriptions.

The transcription process shall maintain a connection to the currently active host computer during a failover from one host to the other. The transcription process shall be able to keep track of where it left off since the last connection, and in case of a period of downtime, it shall be able to recover all historical data that was not transcribed during the downtime.

Data Trending

The proposed system shall provide the ability to store and view any data value from the database in a trend graphical format. The system shall bring up pixel-resolution trend graphs of historical data. Sample rates as low as 1 second must be supported.

Trend graphs shall be displayed in separate windows that can be moved, re-sized and minimized to an icon. The trend graph window shall include tools that allow the user to configure and customize the graph display. A trend graph window shall have the ability to plot at least five points from the historical database. The trend graph displays shall be interactive allowing the operator to quickly adjust the time frame, duration and resolution of the graph.

In cases where there are more samples in the dataset than can be displayed in the graph window, it shall be possible to scroll back in time. It shall be possible to see the numeric values and time-stamp of the traces at any time position in the graph by manipulating a time cursor inside the trend graph.

The user shall be able to display trend comparison graphs from left to right, for at least five comparison trends. In trend comparison graphs, the time origin at the extreme left of the graph is a fixed time of the day; however it may be a different day for each trend. The purpose of this is to allow the user to observe the build-up of the current day's trace, e.g. a load curve, against that of other days in the past, typically the days that contained the last week peak or the current month peak, etc. The trend comparison graph shall have an option to set a start time and day of the week so that the trend graph is automatically launched.

Disturbance Data Capture

The proposed system shall provide a disturbance data capture function that allows the user to analyze the entire state of the system leading up to, during and after a disturbance. All changes in analog and status points system-wide are recorded when a user defined disturbance is detected.

The user shall be able to define the pre- and post-disturbance duration and sampling rates. The pre-disturbance duration shall be definable from 1 to 15 minutes with a sampling rate of 15 seconds to 15 minutes. The post-disturbance duration shall be definable from 1 to 15 minutes, with a sampling rate of 5 seconds to 15 minutes.

A disturbance data capture editor shall be provided that allows the user to specify which points can trigger disturbance captures, and for each point, what would signal a disturbance. Status can trigger a disturbance capture for any change of state which is either Abnormal, or Open, or Closed, or any other change. Analog points can trigger a disturbance capture for any limit violation. There should be no limit other than that imposed by disk space on the number of disturbance capture files that can be accumulated.

The system shall keep a log of all disturbances, detailing the date and time of the disturbance, the point that triggered the disturbance, the reason code, and the recorded length pre- and post-disturbance. The disturbance data capture shall include a viewer facility which allows the user to analyze points from anywhere in the system for a given disturbance. The viewer facility shall also allow the user to select any disturbance file and export it to commercial applications via ODBC or SQL for further analysis.

Operations and Outage Accounting

The system shall provide a function that maintains operations and outage accounting data for user-specified breakers. Operation counts for both commanded and uncommanded operations shall be maintained for each breaker. An alarm shall be generated when the total operation count for a breaker exceeds the user-definable limit for that breaker.

A Device Operations Report shall be available for each breaker showing the date and time of last operation, number of operations caused by control, or caused by protective relaying, operation count limit, number of operations divided by operations limit as a percentage, and limit status: OK, Warning, and Exceed.

The report shall highlight devices whose operation counts are within a user-definable percentage of their warning limits, or that have not been operated for a user-specified number of days.

An Outage Report shall be available showing, for each outage in the last N days, where “N” is user-specified, the name and description of the device, date and time of the start of the outage, and the duration of the outage, three phase currents that were present immediately before the outage, and a summary of the accumulated total outage time for each device during the requested reporting interval. Outages that are less than one minute in duration, and those caused by an operator initiated control shall be excluded from the outage report.

Operator Training Simulator

As an option, the proposed system shall provide an Operator Training Simulator (OTS) function that creates a parallel real-time environment for training and simulation studies.

The operator training simulator shall include an instructor's control panel that allows an instructor to start and stop the simulator, take current real-time database snapshots, save and load previously saved study databases, and execute scripts. It shall not be necessary for the user to build a separate database and displays.

The operator training simulator shall provide the means to create simulation control files containing If-Then-Else rules that determine how the simulator will react to the trainee's actions, or to events triggered by the instructor’s scripts. The instructor shall have the ability to maintain a library of simulation control files that have been pre-defined for different operator responsibilities, or for varying levels of difficulty for the trainee.

To support What-If studies, it shall be possible to have operator interface windows open to both OTS and the real-time system on the same workstation at the same time. The user should not have to log in and out to switch between OTS windows and real-time windows. The operator interface windows that are connected to OTS shall have some clearly visible distinguishing characteristic so that they are not mistaken for real-time windows.

ICCP (Inter Control Center Protocol) – TASE.2

As an option, the vendor shall propose a data link based on the ICCP protocol. ICCP (Inter Control Center Protocol) is an IEC industry standard (TASE.2) for Master Station to Master Station communications. The ICCP application shall consist of both client and server software. The client software shall connect to other members on the network to request point data and forward control requests from operators and application programs. The server software shall respond to client requests by returning the requested data and executing, if possible, the requested controls.

The proposed system shall not have any limitation in the number of communication nodes (remote clients/servers). No software upgrades or additional licenses shall be required to increase the number of communication nodes to be accessed via ICCP. The system shall provide the ICCP function on the host servers. It shall not be acceptable either to use separate servers to handle the ICCP function, or to use third party software to achieve ICCP connectivity with other systems. This should ensure that it will not be necessary to redefine the ICCP database points in other databases and/or servers other than the real-time database servers. The proposed ICCP function shall include a database editor which allows the user to specify what data points are to be transmitted to the partners. The selected data points may include status changes, analogs and calculated values from the real-time database. Quality codes, such as manual set and telemetry failed, shall be transmitted along with the data. In device control operations, tags on the server system shall be respected.

Any member of the ICCP network can act as either a client or a server or both. The relationship between any pair of members may be fully bidirectional. That is, both members may act as both client and server to each other. Furthermore, any member may act as a server to multiple clients, and at the same time act as a client with multiple servers. Establishment of the connections shall be the responsibility of the client software.

The proposed ICCP software shall support at least the conformance blocks 1, 2 and 5.

Network Topology Processor

A network topology processor shall be provided that calculates the energized/de-energized and pressurized/depressurized status of electric, gas and water line sections, and displays them on global maps. The connectivity calculation shall be based on the topology of the distribution system and the current status of breakers or valves. For areas that are energized or pressurized, the connectivity calculation shall also indicate where the network is paralleled and/or looped. When a circuit becomes de-energized, depressurized, or paralleled and/or looped, an alarm shall be generated to alert the operator.

The color-coding used to indicate line section status shall be user-definable. Multiple color-coding schemes shall be supported. The user shall be able to assign different energized colors to different feeders and have the display propagate that feeder color to all line sections that are connected to that feeder. The user shall be able to specify separate colors for looped and paralleled conditions.

For an electrical line section, the system shall compute the status of each phase independently, such that line sections that are downstream of non-ganged switching devices may contain both energized and de-energized phases. The user shall be able to specify colors for “partially energized” or “partially looped” etc.

The topology processor shall also be able to highlight portions of the network that have anomalies in the form of limit violations and/or excessive rate of change for associated analog quantities. The analog points used for this purpose shall be identified in the line section database. The user shall be able to specify colors to be used to highlight all line sections downstream of such anomalies. The topology processor shall also include a feeder trace function that allows the user to select a trace color and have the length of a feeder highlighted in the selected trace color. Multiple simultaneous traces in different colors shall be supported.

The topology database shall be entered by means of an interactive graphical line section editor built into the display editor. For an electrical network, the user shall be able to specify any combination of phases in each line

section. It shall not be necessary to use separate line sections to represent each phase of a circuit element that is controlled by non-ganged switching devices upstream.

The user shall be able to call up the line section data by clicking on the desired line section on the display. The line section data window that appears shall show the status of each phase contained in the line section, the number of customers, and also identify the source feeder for each phase. If the selected line section is downstream of a substation, the line section data window shall identify both the upstream substation feeders and the transformer station feeders that feed the circuit. If the selected line section is above the substation level, the line section data window shall only identify the upstream transformer station feeders.

Switch Order Preparation and Management

The system shall provide a switch order preparation and management function. A switch order is a series of steps involving both switching operations and tags that shall result into conditions for which a clearance may be issued. Two types of switch orders are required:

- Order to operate
  This shall be used to define switching actions and application of tags. An order to operate is executed prior to issuing the accompanying clearances.

- Restoration order
  This shall be used to define switching actions and removal of tags in order to undo the work performed by an order to operate. The restoration order is executed after all of the clearances associated with the order to operate have been surrendered.

Switch order editing should be interactive and be performed using the GUI (graphical user interface) by clicking on the device to be operated and selecting from a menu the type of operation, e.g. open, close, tag, etc, and the label to be used. If special conditions require an operation that is not in the operations menu, the user shall be able to type in the desired operation. Similarly, if the equipment involved is not represented by a database point in the SCADA system, the user shall be able to simply type in its name and location. Each switch order shall be able to contain up to 200 sequences. It shall be possible to edit sequences in an exiting switch order and to easily change the order of the sequences. The sequences shall be annotated by means of a short text string of up to 20 characters. The annotation shall be done either during editing or execution of the switch order. It shall be possible to frequently save used switch orders as templates for later re-usage.

Before a switch order can be executed, it shall be mandatory that it be checked (authorized) by having an authorized person log in and click on a pushbutton. This would usually be done by a supervisor, but it shall be possible for an operator to do it in an emergency. The check function shall be logged and the login account name of the person who did it shall be included in the log message as well as displayed on the switch order form. When a switch order is printed that has not yet been checked, the printout shall include the word "unchecked" in the background. If a checked switch order is modified, it shall be necessary to have it checked again before it can be executed. The user shall be able to create up to five associated clearances for each switch order. A completed clearance record shall contain the following information:

- Title, type of clearance and job number
- Date and time the clearance was issued, and to whom
- Date and time the clearance was surrendered, and by whom
- Associated clearance number, entered if the clearance is issued on behalf of another company
- Date and time grounds were applied, recorded after the clearance has been issued
- Date and time grounds were removed, recorded before the clearance can be surrendered
- Reason for the clearance
- Remarks
- Up to 50 tags

Once a clearance has been issued, the operator shall not be able to change anything in the clearance until the clearance has been surrendered, except to update the remarks field and to record when grounds have been applied and removed. If a switch order has an associated clearance, the restoration order shall not be allowed to be executed until the clearance has been surrendered. The clearance shall not be allowed to be surrendered until removal of the grounds has been recorded.

The user shall be able to create switch order sequences not only on the active real-time system, but also in simulation mode, so that the user is able to verify the effect of the switching sequence on the network topology prior to executing it in real-time mode. Switch orders thus created in simulation mode shall be able to be saved as templates.

Interface to GIS Systems

As an option, the proposed system shall include a GIS interface as a dynamic data link to the user's current or future GIS system. The preferred interface to the GIS system is a MultiSpeak Version 2 compliant interface. A MultiSpeak compliant interface allows a seamless integration between SCADA, GIS and other enterprise applications such as engineering analysis software, customer information systems, etc.

The MultiSpeak based interface between the SCADA and GIS system shall allow the automatic data transfer in real-time in both directions. It shall also allow the import in batch mode of the entire spatial database from the GIS, or AM/FM system, into the real-time SCADA database without any need for manual intervention for updating of data. The GIS spatial database will contain the topology and connectivity information as well as all the equipment characteristics.

CHAPTER 6 – SYSTEM IMPLEMENTATION

Project Schedule and Coordination

The prospective bidders shall submit a narrative project approach, project team and qualifications, workplan and schedule with the bid proposal as identified in the Request for Proposal.

System Testing

The Vendor shall provide two levels of equipment and software tests:

1. Factory Acceptance Test (FAT).

2. Site Acceptance Test (SAT) or field test.

The successful bidder shall prepare test documentation and test logs necessary for all factory and site tests to the satisfaction of the City. The purpose of these tests is to demonstrate that the functional, performance, availability and other requirements in this specification are met. The test procedure document shall be prepared by the Vendor and shall follow a consistent format and be submitted to the City for review. The formal factory acceptance test shall not take place until the test procedure document has been reviewed and agreed upon by the City. The City reserves the right to modify, add to or remove items from the test procedure document as they see fit.

Discrepancies found during the testing shall be documented and maintained in a problem log file. The subsequent correction shall be described and representatives of the City and the successful bidder shall verify proper operation. Faulty and/or incorrect operation of major functions (major discrepancies) may, at the discretion of the City, be cause for the suspension or restarting of the entire test, pending the correction of the problem. Minor discrepancies shall be corrected and re-tested. The City may request that other modules that may be impacted by the correction be re-tested also.

The System shall not be shipped until the City certifies successful completion of the factory test. Shipping delays due to testing failures shall not be considered an unavoidable delay. The possibility exists that for some presently unforeseeable reason, the City may approve the successful bidder's request for shipment of the system before it successfully passed all the factory tests. If such approval is given, the shipment of the system shall not constitute nor imply a waiver of any requirements. Re-testing of requirements not met during factory testing will be part of the site acceptance test (SAT).

To provide the City full confidence in the System, unstructured time shall be provided during the factory test. The City shall be allowed at least 32 normal work hours (from 7:00AM to 4:00PM on regular workdays) for this unstructured testing. Unstructured testing will consist of the City determining what tests to perform for any or all of the subsystems or the system as a whole. The City will have available to them the necessary Vendor personnel and test equipment needed to carry out any test deemed necessary by the City. At a minimum, the Seller shall have personnel to monitor all phases of the unstructured test.

Shipping and Installation

All equipment deliveries shall be F.O.B. destination prepaid and allowed to the City's EUD Dispatch Center located in 1331 South Ham Lane, Lodi, CA. Deliveries shall be sent to the Manager of Engineering & Operations Division.

The successful bidder shall provide all plans and procedures necessary for the system installation and integration. This includes all supplied equipment, including third party or subcontractor equipment the Vendor is providing or has made part of its system. This also includes hardware recommended by the Vendor for purchase by the City to support the system. The City shall have the opportunity to review all installation plans and procedures prior to installation. The City will prepare all sites for the installation of equipment in coordination with the successful bidder.

The successful bidder shall be responsible for starting up the system. The purpose of system startup shall be for the Vendor to verify that all system functions that were demonstrated during FAT now operate properly under actual field conditions. This shall include all application programs. The main purpose of system startup shall be to prepare the system for SAT. The SAT shall include helping establish communications at the master station to all substation facilities and to the existing sites for wells, pumps and/or lift stations as determined by the City.

The City will provide general service power, lighting, and room/equipment air conditioning. The successful bidder shall indicate the general service circuit capacity, environmental, and protection requirements for each headquarters and field equipment installation as applicable.

Site Acceptance Test (SAT)

In coordination and under the guidance of the successful bidder, Site Acceptance Testing (SAT) shall be conducted at the City's facilities. Following the successful start-up of the headquarters and remote equipment, the City personnel shall re-conduct the factory acceptance test and other tests in a field environment. The SAT period shall be re-initialized whenever a major problem, in the opinion of the City, is encountered. All requirements in this specification must be met for successful completion of the site-testing milestone.

Any problems encountered during SAT will be reported immediately. The successful bidder shall promptly correct all problems encountered with its own field service personnel unless the City agrees to provide personnel for a particular item. Successful completion of SAT means the City is satisfied that the system has met all requirements described in this specification, excluding warranty provisions and other items that survive the site-testing milestone.

The SAT may include re-executing structured test procedures used in the FAT as reasonably necessary as well as executing test procedures that could not satisfactorily be demonstrated in a factory setting. The SAT may also include unstructured tests. Furthermore, the site testing shall include verifying system capabilities to communicate as expected with RTUs and to interface as may be expected with other information systems. Personnel from the successful bidder shall be present and shall be coordinating all the activities during the test process.

Support Plan

The City shall have the option to purchase maintenance and support plan on at least an annual basis. The City will determine if it wishes to load the fix or update or wait for a single annual enhancement. The software updates are to keep the City's system current with the latest product releases offered by the successful bidder.

The successful bidder shall propose options for two level of response: business day only and 24x7 support plans. Response times within 30 minutes from the call shall be required for critical problems. A response means a qualified person from the successful bidder's organization has contacted the City and is working on the problem. The successful bidder shall provide remote diagnostics support from Vendor's facilities via a dial-in or VPN connection at City facilities. The City shall have the option to accept or decline the support plan prior to the warranty period ending. The Vendor shall properly inform the City of Lodi 30 to 60 days before expiration of the warranty period that there is a need to address continuation of a support plan.

The Vendor shall recommend and include in its proposal, reasonable quantities of spare parts. For hardware that is not widely available from common third-party hardware providers, e.g., CISCO, Dell, HP Compaq, etc, the Vendor shall provide a complete spare parts list.

Training

The successful bidder shall make available to the City, training on the operation, maintenance, failover/startup, recovery, application software, display, and database maintenance. The class training shall be conducted at the City of Lodi including the Dispatcher/Operator training classes.

Training course outlines shall be included in the bidder's bid. Each course outline shall include, in addition to the subject matter, a short review of the prerequisite subjects, how this course fits into the overall training program, and its objective. Qualified and experienced personnel from the successful bidder shall conduct the training.

The City's staff shall receive individual copies of the training materials and pertinent documents prior to the scheduled start of the course. A suggested training plan and schedule suitable to the needs of the City shall be provided as part of the proposal. The plan and schedule shall include a description of the training classes and perquisites, proposed order of the classes, length of classes, the minimum and maximum number of attendees per class, and standard cost per attendee.

Documentation

The documentation requirements shall apply to all items described in this specification. This includes all items provided by subcontractors or suppliers of the successful bidder unless specifically noted otherwise. The successful bidder shall provide a complete documentation list/inventory and shall update it periodically during the project to reflect what documentation has been delivered.

The software documentation shall provide, through a set of logically coordinated documents, a comprehensive and detailed description of all software necessary for the operation and maintenance of the proposed system. It shall describe the system's overall functions, subsystems, databases, macros, libraries and procedures. The requirements in this section do not apply to Original Equipment Manufacturer (OEM) provided software, e.g., operating systems). For OEM provided software, the standard OEM manuals shall be provided.

The successful bidder shall provide the documentation electronically wherever it is appropriate. At a minimum, two (2) complete printed sets of all documentation - standard and project specific - shall be provided to the City.

APPENDIX "A" – SYSTEM SIZING REQUIREMENTS

1. Communicate with existing 49 RTU's via Bell 202T modems

2. Number of status= 24-72 indications, 16-208 analogs, and 0-56 control points at each RTU –see appendix B

3. Provide 2 Host / Servers

4. Proved redundant SCADA (2) LAN's (severs should be able to connect / swap to both LAN's independently)

5. Number of operators consoles 3 consoles with (3 monitors on the main control counsel) and 2 for the relief shift desk

6. Utilize existing loggers Dot matrix printer for alarm logging via serial link from Dec Sever provided by the successful bidder

7. Utilize existing network laser or ink jet printers for reports, alarms summery, historical graphs etc.

8. Utilize 47 communication lines via Bell 202T modems to communicate with remote RTU's (Note: 2 field RTUS share same leased line)

9. Utilize existing leased lines and Bell 202T modems for connection to field RTU's (City staff to identify and assist in wiring)

10. Protocols used by the RTU's = Telgyr 6000-6500 or equivalent, Telgyr 8979

11. Provide additional protocols desired for future use = Modbus RTU, DNP 3.0

12. Number of analog points to be stored in the historical database = 500 at 15 minute interval,

13. Number of months for storage of historical data = 15

APPENDIX “B” – RTU Information

#	RTU NAME	LOCATION	# ANALOG	# INDCIATION	ACCUM.	SOE	# SBO	ANALOG SET.	PROTOCOL	COMM. LINE	ADDRESS
1	HS	HENNING SUB.	72	80	16	0	56	8	TG6000	HENNING	1
2	MS	MC LANE SUB.	64	80	16	0	40	0	TG6000	MCLANE	1
3	KS	KILLELEA SUB.	80	80	16	0	56	0	TG6000	KILLELEA	1
4	W1	WELL 1	24	32	16	0	8	0	TG6000	WELL 1	1
5	W2	WELL 2	24	32	16	0	8	0	TG6000	WELL 2	2
6	W3	WELL 3	24	32	16	0	8	0	TG6000	WELL 3	3
7	W4	WELL 4	24	64	16	0	16	0	TG6000	WELL 4	4
8	W5	WELL 5	24	32	16	0	8	0	TG6000	WELL 5	5
9	W6	WELL 6	24	32	16	0	8	0	TG6000	WELL 6	6
10	W7	WELL 7	24	32	16	0	8	0	TG6000	WELL 7	7
11	W8	WELL 8	24	32	16	0	8	0	TG6000	WELL 8	8
12	W9	WELL 9	24	48	16	0	8	0	TG6000	WELL 9	9
13	W10	WELL 10	24	32	16	0	8	0	TG6000	WELL 10	10
14	W11	WELL 11	24	32	16	0	8	0	TG6000	WELL 11	11
15	W12	WELL 12	24	32	16	0	8	0	TG6000	WELL 12	12
16	W13	WELL 13	24	32	16	0	8	0	TG6000	WELL 13	13
17	W14	WELL 14	24	32	16	0	8	0	TG6000	WELL 14	14
18	W15	WELL15	24	32	16	0	8	0	TG6000	WELL15	15
19	W16	WELL 16	24	32	16	0	8	0	TG6000	WELL 16	16
20	W17	WELL 17	24	32	16	0	8	0	TG6000	WELL 17	17
21	W18	WELL 18	24	32	16	0	8	0	TG6000	WELL 18	18
22	W19	WELL 19	24	32	16	0	8	0	TG6000	WELL 19	19
23	W20	WELL 20	24	32	16	0	8	0	TG6000	WELL 20	20
24	W21	WELL 21	24	32	16	0	8	0	TG6000	WELL 21	21
25	W22	WELL 22	24	32	16	0	8	0	TG6000	WELL 22	22
26	W23	WELL 23	24	32	16	0	8	0	TG6000	WELL 23	23
27	W24	WELL 24	24	32	16	0	0	0	TG6000	WELL 24	24
28	IS1	INDUSTRIAL SUB. 60KV	56	208	16	0	40	0	TG6000	INDUSTRIAL	1
29	G2	N.C.P.A. GEN. SITE	24	16	16	0	0	0	TG6000	MCLANE	4
30	SL	SACRAMENTO LIFT	24	32	16	0	0	0	TG6000	SACRAMENTO LIFT	16

31	PB	PETERSON BASIN	24	32			16	0	0	0	TG6000	PETERSON BASIN LIFT	1
32	WLL	WOODLAKE LIFT	24	32			16	0	0	0	TG6000	WOODLAKE LIFT	4
33	CAB	CLUFF AVE. BASIN	24	32			16	0	0	0	TG6000	CLUFF AVE. BASIN	2
34	SB	SALAS BASIN	24	32			16	0	0	0	TG6000	SALAS BASIN	3
35	VWB	VINEWOOD BASIN	24	32			16	0	0	0	TG6000	VINEWOOD BASIN	5
36	LLB	LODI LAKE BASIN	24	32			16	0	0	0	TG6000	LODI LAKE BASIN	6
37	KFB	KOFU BASIN	24	32			16	0	0	0	TG6000	KOFU BASIN	7
38	NEL	NORTHEAST LIFT	24	32			16	0	0	0	TG6000	NORTHEAST LIFT	13
39	ML	MOKELUMNE LIFT	24	32			16	0	0	0	TG6000	MOKELUMNE LIFT	14
40	RGL	RIVERGATE LIFT	24	32			16	0	0	0	TG6000	RIVERGATE LIFT	15
41	GM	GENERAL MILLS	24	32	16	0	0			0	TG6000	GENERAL MILLS SUB.	32
42	IS2	INDUSTRIAL SUB 12KV	64	96	16	0	56			0	TG6000	INDUSTRIAL	2
43	TDL	TIENDA DRIVE LIFT	24	16			16	0	0	0	TG6000	TIENDA DRIVE LIFT	17
44	W25	WELL 25	24	32			16	0	8	0	TG6000	WELL 25	25
45	TOW	TOWER	24	32			16	0	0	0	TG6000	TOWER	2
46	ALR	ALARM RTU - BACK ROOM	24	80			16	0	32	0	TG6000	ALARM RTU	1
47	TRU	TURNER RD. UNDERPASS	24	32			16	0	0	0	TG6000	TURNER BASIN	8
48	W26	WELL 26	24	32			16	0	8	0	TG6000	WELL 26	26
49		WELL 28	24	32			16	0	8	0	TG6000	WELL 28	28
		Total	**1392**	**2016**			**784**	**0**	**496**	**8**			
51	WEA	WEATHER	24	16			16	0	0	0		SPARE 8	58
52	SUP	SUPPORT RTUS	24	16			16	0	0	0		HENNING	60
53		PUMP SUPPORT	24	16			16	0	0	0		SPARE 8	62
55	COM	COMM. RTU	24	16			16	0	0	0		SPARE 8	54
56		STORM PUMP	24	16			16	0	0	8		SPARE 8	56
57	TAL	TEMP. ALARM RTU	24	80			16	0	8	0		SPARE 7	26
58	TSR	TRAINING SUB.	24	16			16	0	0	0		SPARE 8	52

CITY COUNCIL
BOB JOHNSON, Mayor
JOANNE MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
SUSAN HITCHCOCK
PHIL KATZAKIAN

CITY OF LODI

ELECTRIC UTILITY DEPARTMENT
GEORGE F. MORROW, DIRECTOR
1331 S HAM LANE
LODI, CALIFORNIA 95242-3995
(209) 333-6762
FAX (209) 333-6839

BLAIR KING, City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER,
City Attorney

October 23, 2007

To Prospective Bidders

Subject: **Request for Proposal (RFP) to replace and upgrade the existing Supervisory Control and Data Acquisition (SCADA) System for the Water, Wastewater and Power Distribution Systems**

The City of Lodi (City) hereby invites sealed proposals to provide services to design and build a comprehensive system to replace and upgrade the existing SCADA. Each bid shall be in accordance with this notice and specifications on file and available from the Engineering and Operations Manager, City of Lodi Electric Utility Department, 1331 South Ham Lane, Lodi, California 95242, (209) 333-6811. No bid will be considered unless it is submitted on a format according to the 'ORGANIZATION OF PROPOSAL' Section of this RFP document.

Sealed proposals shall be delivered to the Budget Manager – Finance Department at the City Hall Annex, 300 West Pine Street, Lodi, CA 95240 (P.O. Box 3006, Lodi, CA 95241-1910) on or before

November 28, 2007, Wednesday at 11:00 a.m.

At that date and hour said sealed proposals will be publicly opened and read in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California. Bidders or their authorized representatives are invited to be present.

Please submit detailed proposal. If there are any questions regarding this request for proposal, you may contact Mr. Abel Palacio, Sr. at (209) 333-6809, or by email to ahpalacio@lodielectric.com.

Demy Bucaneg, Jr. -PE
Manager, Engineering & Operations Division
Tel. No. (209) 333-6811
Email: dbucaneg@lodielectric.com

BACKGROUND

The current SCADA Systems of the City is based on the Siemens Telgyr 8500 System. It is a 1984 technology and is no longer supported by Siemens or any third party vendors. Multiple failures and the inability to obtain spare parts and software have made it difficult to operate the water, wastewater and power distribution utilities efficiently and economically. The existing SCADA System monitors and controls the water well pumping sequence. The water well and booster pump system provides a systematic rotation of the water well pumps and pressure equalization in the system. Another function of the SCADA system includes the sewage treatment lift station well monitoring, alarm acknowledgement and flow status. In addition, the SCADA also provides monitoring of the storm station status as well as alarms. Finally, the SCADA system provides monitoring and direct control of the power grid system in the City's electric transmission and distribution system. The communication network used to interface the SCADA computer to the remote station are leased telephone lines from the local Telephone Company. The existing SCADA system uses communication ports to connect to those leased lines via T202 modems to Remote Terminal Units (RTU) at each respective location. This RFP requires the selected contractor to utilize the existing communications lines and RTU's in their proposal.

At present, the City has two (2) SCADA Systems with each system having a duplicate unit designed to operate in parallel for redundancy. The first system was placed in operation in the 1980s utilizing its System B unit and has been operating with several failures experienced in a monthly basis. Its System A is currently inoperable for quite a long time now. Attempts to make it work proved challenging due non-availability of parts and issues of failing the entire first SCADA System whenever it was connected on line. The System B is still being utilized by operations and appeared to be the most reliable unit. This first system is a Siemens product.

The existing second system is also supplied by Siemens. It was awarded in mid-2001 with the approach that City personnel will do in-house programming for the control and monitor of the water, wastewater and power operations. The basic SCADA framework and softwares were configured and integrated by Siemens. This second system was partly operational in its monitoring functions and provided unreliable values. Both System A and B units were never put into full operation until now. This SCADA System was also infected with virus. Its hardware and software features were determined to be obsolete with today's technology that required replacement and updating.

The SCADA System is vital to the operation of the City's utilities that needs immediate implementation. The replacement and upgraded SCADA shall include but not limited to the following monitor and control functions:

- Comply with City of Lodi RFP and Exhibit 1 - Specifications
- (4) Electrical Substations, and accompanied transmission and distribution Control of PCB (primary circuit breakers) load changers (LTC), re-closure function. Monitor voltage, current**,** KVA, KW, PF, and various digital and analog signals
- (27) Water wells and booster pump control and monitoring with auto failure over during communication failure of SCADA. Monitors system pressure, flow, levels, alarms etc.
- (6) Wastewater lift station monitor of sump levels, pump status, emergency gen-set, alarms, etc.
- (8) Storm station levels, flow pump status, alarms etc
- (1) Co-Generation system, monitor conditions, power etc.

SCOPE OF WORK

The scope of work shall include all the requirements as stipulated in the 'Exhibit 1 – Specifications' and other requirements as stated in this RFP and also the items below.

- Provide dual SCADA servers, dual SCADA host with 2 monitors each 21" for total of 4 monitors and other associated hardware, Dual 64 channel communications boards (connect to existing T202 modems), (1) new web server. All devices shall be rack mounted.
- All associated software. Windows Server 2003, Windows XP, Microsoft office 2003 SCADA software, Telgyr 6000 and DNP 3.0 protocol drivers, SCADA alarm, (5) custom script applications based on flow charts provided by the City.
- Migration of existing database and screens. Or build new from scratch with COL assistance.
- Selected bidder shall field verify all connections, communication lines and protocol's used by City of Lodi telemetry system.

ORGANIZATION OF PROPOSAL

Prospective Bidders are furnished with one request for proposal (RFP) document and the Exhibit 1 - Specifications. Proposals shall follow the following format:

A. Project approach narrative – This section should demonstrate an understanding of the task at hand and include a narrative describing how the Bidder would go about the work.

B. Project team – Describe the personnel who will carry out project tasks, and their respective responsibilities.

C. Qualifications – Provide curricula vitae for all personnel on the project team and a narrative describing how the team as a whole meets the qualifications for the project. Include a list of prior relevant work or projects. Include in this section the information being solicited in the 'Exhibit 1 – Specifications, Bidder Requirements' as part of the bid proposal.

D. Workplan – This section should include an allocation of time to the work to be accomplished and an indication of who will carry out which tasks. Include in this section the information being solicited in the 'Exhibit 1 – Specifications, Bidder's Responsibilities' as part of the bid proposal.

E. Exceptions and Clarifications – This section shall include a summary of all the exceptions and clarifications with references to specific paragraph and/or section of the specifications.

F. Budget – This section should consist of a bid including hourly rates and an overall contract price for the scope of work specified.

G. Time – The bid proposal shall include detailed project schedule. The replacement and upgraded SCADA System shall be completed, tested, commissioned and fully operational in six (6) months from the date of contract execution and/or Notice to Proceed.

H. Signatures - The proposal must be signed with the full name and address of the bidder, by an authorized representative of the company with all the information below.

i. Name of company
ii. Address
iii. Authorized signature
iv. Name
v. Title
vi. Telephone No.
vii. Fax No.
viii. Date

I. Note - The City of Lodi reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.

PROPOSAL SUBMISSION

A. The Budget Manager –Finance Department will receive sealed proposals at the following address until

11:00am, Wednesday, November 28, 2007.

B. Proposals shall be submitted under sealed cover, plainly marked

Proposal – Lodi Electric Utility SCADA System
Bid Opening - November 28, 2007.

Bids which are not properly identified may be disregarded. Bids, which are not received by 11:00am, Wednesday, November 28, 2007 will be returned to the bidder unopened.

Bids shall be submitted

To: Lodi City Council
c/o Budget Manager –Finance Department

(If delivered by FedEx, UPS, or courier):	(If delivered by mail):
300 West Pine Street	P O Box 3006
Lodi CA 95240	Lodi CA 95241-1910

BID OPENING

A. At 11:00AM, Wednesday, November 28, 2007, or as soon as possible thereafter, in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California, proposals will be publicly opened and read. Bidders or their authorized representatives are invited to be present.

SELECTION PROCESS

Proposals will be reviewed by the Utility Operations Supervisor, Senior Power Engineer, the Engineering & Operations Manager and the Electric Utility Director. Complete proposals will be evaluated based on the information submitted. This will permit a recommendation to the City Council for contract award. The following equally weighted criteria will be used to evaluate submitted proposals:

A. The likelihood of the proposed approach to produce the desired results.

B. Qualifications of the Bidder.

C. The value offered by the Bidder's price in relation to the proposed approach.

REJECTION OF PROPOSALS

The City of Lodi Electric Utility Department reserves the right to reject any and all proposals and to solicit new proposals with modified terms and conditions. It also reserves the right to waive any informality in connection with the proposals.

CONTRACT AWARD

1. The City of Lodi reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.

2. If there will be a tie in the submitted proposals, the tie will be broken by a coin toss, conducted by the Budget Manager –Finance Department. Tie bidders will be notified and may be present.

3. Where alternative bids are received, the City Council reserves the right to select the bid most advantageous to the City.

4. The award, if made, will be made within forty-five (45) days after the opening of the bids.

5. The bid proposal as submitted by the selected bidder, the SCADA RFP and the Exhibit 1 – Specifications shall be the supporting documents and considered as parts of the contract.

GENERAL PROVISIONS

5-409 Responsibility for Damage The City of Lodi, its elected and appointed boards, commissions, officers, agents and employees shall not accept responsibility for any loss or damages that occur during the scope of work to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either work personnel or the public; for damage to adjoining property arising from or related to Contractor's negligence or willful misconduct during the progress of the work or any time before final acceptance.

The Contractor shall indemnify and save harmless the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising out of Contractor's negligent acts, errors or omissions in the performance of the work or in consequence thereof. The City of Lodi may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

5-413 Insurance Requirements for Contractor The Contractor shall provide proof of insurance to be maintained during the life of this contract as listed under General Liability and Automobile Liability coverage listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which

may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

   Per Occurrence
   $1,000,000 Property Damage

   Personal & Adv Injury
   $2,000,000 General Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY

   $1,000,000 Combined Single Limits

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

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

(a) Additional Named Insured Endorsement with Primary Wording
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insured, insofar as work performed by the insured under written contract with the City of Lodi.

(This endorsement shall be on a form furnished to the City of Lodi and shall be included with Contractor's policies.)

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

(c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

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

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

5-414 Workers' Compensation Insurance The Contractor shall provide proof of and maintain during the life of this contract, Worker's Compensation Insurance for all Contractor's employees employed at the site of the project and, if any work is Subcontracted, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the

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

AGENDA ITEM **E-07**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Adopt Resolution Awarding Design and Construction Contract for Municipal Service Center Transit Vehicle Maintenance Facility Project to Diede Construction, of Woodbridge and Appropriating $400,000 in Additional Funds (Total Project $3,000,000)**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Public Works Director**

RECOMMENDED ACTION: Adopt a resolution awarding the attached design and construction contract for the Municipal Service Center Transit Vehicle Maintenance Facility Project to Diede Construction, of Woodbridge; authorizing the City Manager to execute change orders within the project budget ($3,000,000); and appropriating $400,000 for the project.

BACKGROUND INFORMATION: At its June 6, 2007 meeting, Council authorized the advertisement of the Request for Proposal (RFP) for the design and construction of the above project. The City-issued RFP included "bridging documents" which essentially consisted of 30% complete plans and specifications. A prequalification package was required of all interested bidders, and a mandatory pre-proposal meeting was held at which three firms were represented. The City received three proposals, with Diede Construction being the lowest. The City will be negotiating with Diede Construction to resolve design and budget issues. This project consists of the design and construction of approximately 14,000 square feet of building space, providing heavy and light duty work bays, tire repair area, welding and parts rooms, office space, ADA compliant bathroom/locker rooms, and equipment storage spaces.

Diede Construction will be responsible to complete the design and construct the facility in accordance with the City's bridging documents which establish minimum and desired design criteria for the facility. Diede Construction's design team will work closely with City staff to develop the construction documents and final project costs. Complete construction documents will be submitted to the Building Division for permit issuance. When the permit is received, the construction will begin. The project schedule allows 90 days for design completion and permit application submittal and 270 days for construction, once the permit has been issued. The "Guaranteed Maximum Price" of $2,791,170 includes the bid alternates to create a more energy-efficient facility. The total project appropriation includes project-related expenses and contingencies.

On October 23, 2007, the following three proposals were received:

Firm	Guaranteed Maximum Price	Bid Alt. 1 Double Wall Insulate Roof	Bid Alt. 2 Double Wall Insulate Walls	BidAlt. 3 Radiant Heat @ Shop Floor	Total
Diede Construction	$2,622,000	$41,200	$61,300	$66,670	$2,761,170
Alten Construction	$3,467,315	$92,000	$124,200	$59,404	$3,742,919
F&H Construction	$3,492,000	$46,000	$36,000	$154,000	$3,728,000

APPROVED: _____

Blair King, City Manager

FISCAL IMPACT: All departments and divisions for which Fleet Services maintains vehicles and equipment will benefit from a new, state-of-the-art shop facility. The new shop will be more efficient and technically up-to-date and will accommodate vehicles that are too large for the current shop. Failure to award the contract would result in the loss of the Public Transit Account funding for construction of the facility. This funding was secured by the City through a specific grant through the California Transportation Commission.

FUNDING AVAILABLE: Funding is included in the budget for fiscal year 2007/08.

Public Transit Account (1250356)	$1,850,000
TDA Transit Capital (1250356)	$250,000
Water Fund (182356)	$250,000
Wastewater Fund (173356)	$250,000
New appropriations:	
Electric Utility (161)	$180,000
General Fund Capital (1211)	$220,000

_____
Kirk Evans, Budget Manager

_____
Richard C. Prima, Jr.
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

RCP/GW/pmf

Attachment

cc: Dennis Callahan, Fleet and Facilities Manager
Gary Wiman, Construction Project Manager
George Morrow, Electric Utility Director

CITY OF LODI, CALIFORNIA

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

W I T N E S S E T H:

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

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

- Request for Design/Build Proposal
- Bid Proposal (Contractor Provided Schedule of Values)
- Special Provisions
- Contract
- Contract Bonds
- Plans (Drawings)
  - T1
  - A1.1
  - A1.2
  - A2.1
  - A3.1
  - A4.1
  - EQ1.0
  - EQ1.1
  - EQ1.2
  - Site Topo Survey
- Specifications
- Addenda

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 Special Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

TOTAL CONTRACT AMOUNT **Guaranteed Maximum Base Price**	$_____.*
Bid Alternate #1: Metal Roofing System – In lieu of ribbed roof and fiberglass insulation system specified, provide and install double wall / foam core rib roof panel system similar to Metecno API AP 900 Roof System, 2-1/2" thick, R-21	$41,200.00
Bid Alternate #2: Metal Siding System – In lieu of wall panels and fiberglass insulation system specified, provide and install double wall / foam core wall panels similar to Metecno API AP 200 Ribbed Wall System, 2-1/2" thick, R-21	$61,300.00
Bid Alternate #3: Provide radiant heat system in shop floor slab in lieu of space heaters. Cost to include all costs for a complete and operational system to maintain 65 degree ambient temperature in service bay areas during cold weather.	$66,670.00

*Exhibit A is the Schedule of Values from Diede Construction, Inc., dated October 23, 2007.

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

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

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

ARTICLE VIII – The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

1. Complete design and submission of plans to the City of Lodi Building Department within 90 calendar days after the Notice to Proceed;

2. Complete construction 270 calendar days after the date of the City of Lodi Building Permit issuance.

When signing this contract, the Contractor agrees that the times of completion for this contract are reasonable, that failure to meet the milestones completion shall result in the assessment of liquidated damages charges to the Contractor, and that the Contractor agrees to pay the City liquidated damages of **$1,000.00 per day for each day the work is not totally completed** beyond the times specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the Contractor under the contract.

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

CONTRACTOR:

_____

By:_____

_____
Title

(CORPORATE SEAL)

CITY OF LODI

By:_____
Blair King, City Manager

Date:_____

Attest:

_____
Randi Johl, City Clerk

Approved as to form:

_____
D. Stephen Schwabauer, City Attorney

Diede Construction, inc.

COMMERCIAL • INDUSTRIAL • RESIDENTIAL

P.O. Box 1007 • Woodbridge, CA 95258

Lodi (209) 369-8255 Stockton (209) 464-3352 Fax (209) 368-0600

License No. 632667

Since 1978

Exhibit A

MSC TRANSIT VEHICLE MAINTENANCE FACILITY

Item	Description	Qty	Unit Cost	Total
	GENERAL			
1	Bonds and Insurance	1	$ 67,410.00	$ 67,410.00
2	General Conditions	1	$ 69,991.91	$ 69,991.91
3	Design	1	$ 81,320.00	$ 81,320.00
4	Earthwork and Underground	1	$ 156,386.92	$ 156,386.92
5	Concrete and Reinforcement	1	$ 250,556.55	$ 250,556.55
6	Masonary	1	$ 59,334.71	$ 59,334.71
7	Steel and Metal Fabrication	1	$ 108,316.10	$ 108,316.10
8	Finish Carpentry	1	$ 22,769.60	$ 22,769.60
9	Thermal Insulation	1	$ 32,100.00	$ 32,100.00
10	Doors and Windows	1	$ 191,530.00	$ 191,530.00
11	Finishes	1	$ 222,560.00	$ 222,560.00
12	Misc. Specialties	1	$ 13,910.00	$ 13,910.00
13	Case Work and Countertops	1	$ 5,104.97	$ 5,104.97
14	Pre Engineered Buildings	1	$ 454,750.00	$ 454,750.00
15	Vertical Lift	1	$ 50,290.00	$ 50,290.00
16	Mechanical	1	$ 341,330.00	$ 341,330.00
17	Electrical	1	$ 374,500.00	$ 374,500.00
18	Lube Equipment	1	$ 119,840.00	$ 119,840.00
	TOTAL: (Base Bid)			$ 2,622,000.76

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE DESIGN AND CONSTRUCTION CONTRACT FOR THE MUNICIPAL SERVICE CENTER TRANSIT VEHICLE MAINTENANCE FACILITY PROJECT, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT PRICE AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on October 23, 2007, at 2:00 p.m., for Design and Construction of the Municipal Service Center Transit Vehicle Maintenance Facility Project; and

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

Firm	Guaranteed Maximum Price	Bid Alternate 1 Double Wall Insulate Roof	Bid Alternate 2 Double Wall Insulate Walls	Bid Alternate 3 Radiant Heat @ Shop Floor	Total
Diede Construction	$2,622,000	$41,200	$61,300	$66,670	$2,761,170
Alten Construction	$3,467,315	$92,000	$124,200	$59,404	$3,742,919
F&H Construction	$3,492,000	$46,000	$36,000	$154,000	$3,728,000

WHEREAS, staff recommends award of the contract for Design and Construction of the Municipal Service Center Transit Vehicle Maintenance Facility Project be made to the firm providing the lowest proposal price, Diede Construction, of Woodbridge, California, and further recommends that the City Manager negotiate a price not to exceed $2,791,170.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the award of the contract for Design and Construction of the Municipal Service Center Transit Vehicle Maintenance Facility Project be and the same is hereby awarded to the firm providing the lowest proposal price, Diede Construction, of Woodbridge, California, in an amount not to exceed $2,791,170; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders within the project budget ($3,000,000); and

BE IT FURTHER RESOLVED that funds in the amount of $400,000 be appropriated from Electric Utility and General Fund Capital accounts for this project.

Dated: November 7, 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 November 7, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____

AGENDA ITEM **E-08**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Adopt Resolution Authorizing City Manager to Execute Memorandum of Understanding between City of Lodi and General Mills Cereals Properties, Inc., for Dedication of Easements for Widening of Lower Sacramento Road (Turner Road to Union Pacific Railroad)**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Public Works Director**

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute the Memorandum of Understanding between the City of Lodi and General Mills Cereals Properties, Inc., for the dedication of street easement, construction easement, and right of entry for widening of Lower Sacramento Road (Turner Road to Union Pacific Railroad).

BACKGROUND INFORMATION: At the December 20, 2006 City Council meeting, staff was authorized to negotiate with General Mills for the acquisition of street easement, construction easement, and right of entry for the widening of Lower Sacramento Road between Turner Road and the Union Pacific Railroad spur line crossing. In addition, negotiations included the acquisition of easements for the reconfiguration of traffic signal equipment at the intersection of Turner Road and Lower Sacramento Road.

The agreements reached between General Mills and the City of Lodi are presented in the Memorandum of Understanding, General Mills Cereals Properties, LLC, Lower Sacramento Road Widening Project, Turner Road Reconstruction Project that is provided as Exhibit A. The improvements covered by the Memorandum of Understanding are presented in Exhibit B.

Construction of the project is in process. General Mills has executed the various documents. Council is requested to authorize the City Manager to execute the documents on behalf of the City.

FISCAL IMPACT: No funds are being exchanged; the City will be receiving land and other rights in exchange for installing improvements.

FUNDING AVAILABLE: Not Applicable.

_____
Richard C. Prima, Jr.
Public Works Director

Prepared by F. Wally Sandelin, City Engineer/Deputy Public Works Director
RCP/FWS/pmf
Attachments

APPROVED: _____
Blair King, City Manager

Exhibit A

MEMORANDUM OF UNDERSTANDING
GENERAL MILLS CEREALS PROPERTIES, LLC
LOWER SACRAMENTO ROAD WIDENING PROJECT
TURNER ROAD RECONSTRUCTION PROJECT

THIS Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2007, (the "Effective Date"), between GENERAL MILLS CEREALS PROPERTIES, LLC, a Delaware limited liability company ("General Mills") and the CITY OF LODI, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS

This MOU is predicated upon the following findings:

A. The City will construct improvements generally consisting of widening Lower Sacramento Road from Turner Road northerly to the City limits, reconfiguring the intersection lanes at the Lower Sacramento Road/Turner Road intersection, rehabilitating the asphalt road surface on Turner Road from Loma Drive westerly to the Lower Sacramento Road/Turner Road/Woodhaven Lane intersection, constructing/reconstructing concrete curb, gutter and sidewalk associated with the widening, and relocate/replace traffic signal equipment, all as more particularly described in Paragraph 1 below.

B. Substantial movement of goods into and out of the plant occurs via truck and trailer units. The driveway entrance at the intersection of Lower Sacramento Road and Turner Road provides the principal access for these units.

C. The Lower Sacramento Road Special Purpose Plan of 1997 provided for the widening of Lower Sacramento Road north of Turner Road and for the addition of dual southbound left turn lanes at the intersection with Turner Road.

D. To improve operations and safety conditions at the intersection, it is required that certain modification be made to the General Mills driveway entrance at the intersection of Lower Sacramento Road and Turner Road.

E. To widen Lower Sacramento Road, the City requires the acquisition of street easement approximately 20-foot in width along the length of two parcels of real property owned by General Mills, specifically described as Assessor Parcel Number 015-230-40 located at 1018 Lower Sacramento Road and Assessor Parcel Number 015-230-31 located at 2201 West Turner Road. A triangular piece of street easement is required at the intersection to relocate the traffic signal facilities.

NOW THEREFORE, the parties to this MOU agree as follows:

1. The City will perform, at its sole cost and expense, all of the work that is described in this Paragraph 1 (such work being collectively referred to as the "Project") on or before June 30, 2008. Execution of this Agreement constitutes

approval of the Project by both parties, subject to final verification of the second phase of the Project, as provided in paragraph 1.d below.

a. The Project will be constructed in two phases, as described in this Paragraph 1.

b. The first phase will consist of the following:

(i) The widening of Lower Sacramento Road by approximately 20 feet on the east side.

(ii) Removal of the existing chain link fence and gate, and installation of a new chain link fence and gate (both with plastic slats) at a position parallel to and one-half foot east of the new right of way along Lower Sacramento Road.

(iii) Reconstructing the drive entrance to the General Mills maintenance facility to allow trucks to turn in. The drive entrance will consist of a concrete driveway and 20-foot by 40-foot chain link fence refuge to allow vehicles to enter and exit from Lower Sacramento Road. Vehicles exiting the facility will be allowed to turn right or left. Southbound vehicles will be allowed to enter the driveway by turning left. Northbound vehicles will be allowed to enter by making a right turn into the driveway.

(iv) Relocation of the traffic signal facilities at the northeast corner of Lower Sacramento Road and Turner Road to accommodate the installation of a larger radius return at that corner.

(v) Removal of the abandoned rail crossing protection facilities on Turner Road. The private rail crossing on Turner Road (DE-105.61C) will be dismantled, removed and disposed of by the City including the cantilever signal supports, the automatic gate facilities, rails, and ties. In addition, the sidewalk and pavement will be demolished and replaced at the same location. Removal of rail facilities on General Mills site will not occur.

(vi) Removal and disposal of the westerly row of Cypress trees (approximately 70 in number) along Lower Sacramento Road. The stumps will be ground or removed. A temporary chain link security fence will be installed.

c. During construction of the first phase, traffic control signage and flagmen will be provided to ensure access to the General Mills Main Entrance will be reasonably provided. There may be instances when short delays will be required to ensure the safety of the workers and public.

d. The second phase will consist of (i) increasing the curb radius at the southwest driveway return of the General Mills Main Entrance on Turner Road, (ii) relocating the traffic signal facilities at the same location, (iii) relocating (as required) the General Mills sign at the same location, (iv) modifying the landscape and irrigation to respect the improvements at this location, and (v) modifications to the vehicle detection facilities in the driveway as required for traffic signal operations. The precise details of the

second phase of work will be submitted to General Mills for approval prior to beginning work. City will cause the second phase work to be completed no later than June 30, 2008.

2. General Mills will grant the City a street easement over the area required for the widening by execution of the Street Easement Deed provided as Attachment A. In addition, General Mills will grant to the City a right of entry and temporary construction easement for the duration of the Project by execution of the Right of Entry and Temporary Construction Easement document provided as Attachment B that will terminate upon City Council acceptance of the improvements.

3. The City will construct the widening improvement described in paragraph 1.b(i) prior to relocating the traffic signal facilities as described in paragraph 1(b)(iv). The phasing is driven by the long lead order time for the traffic signal equipment.

4. The City will require its contractor performing the Project work to provide a Traffic Control Plan that ensures continuous access for delivery and employee vehicles to the General Mills facility and maintenance shed at all times during the Project.

5. General Mills will not be required to reimburse the City for any of the Project work. The City will not be required to compensate General Mills for the street easement described in paragraph 2 or the delays described in paragraph 1.c.

6. Relationship of Parties:
   a. It is understood that the relationship between the parties is an MOU relationship between the City and General Mills and nothing herein shall be construed to the contrary.
   b. The parties agree that nothing contained herein, or in any document executed in connection herewith, shall be construed as making the parties joint venturers or partners.
   c. This MOU is made and entered into for the sole protection and benefit of the parties and their successors and assigns.

7. All notices required or provided for under this MOU shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested. Notice shall be effective on the date it is delivered in person or the date when the postal authorities indicate the mailing was delivered to the address of the receiving party indicated below:

Notice to City:
City of Lodi
City Manager
221 West Pine Street
Lodi, CA 95240

Notice to General Mills:
General Mills Cereals Properties, LLC
One General Mills Boulevard, N02-B
Minneapolis, MN 55440
Attn: Cindy Monturiol

IN WITNESS WHEREOF this MOU has been executed by the parties on the day and year first above written.

Signature page follows.

SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
GENERAL MILLS CEREALS PROPERTIES, LLC
LOWER SACRAMENTO ROAD WIDENING PROJECT
TURNER ROAD RECONSTRUCTION PROJECT

CITY OF LODI, a municipal corporation

BLAIR KING
City Manager

ATTEST:

RANDI JOHL
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney

GENERAL MILLS CEREALS PROPERTIES, LLC
a Delaware ~~corporation~~ limited liability company

By: Michael Nordstrom

Title: V.P.

WHEN RECORDED MAIL TAX
STATEMENT AND RECORDED
DOCUMENT TO

CITY CLERK
CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 015-230-50
1100 North Lower Sacramento Road

STREET EASEMENT DEED

GENERAL MILLS CEREALS PROPERTIES, LLC

hereby GRANT to the CITY OF LODI, a municipal corporation, in dedication to the public use, an easement for the purposes of public travel and access and the right to construct, maintain, repair, replace, remove and operate lines for public utilities, both publicly and privately owned, together with the right to enter upon the land herein described to the extent that such entry may be necessary for the construction, maintaining, repairing, replacing, removing and operating said access, lines or appurtenances thereto, in over, under and across the real property, insofar as our title extends, situated in the City of Lodi, County of San Joaquin, State of California, and particularly described as follows:

(SEE LEGAL DESCRIPTION ATTACHED)

Dated: September 7, 2007

GENERAL MILLS CEREALS PROPERTIES, LLC

Michael A. Nordstrom, Vice President

This document MUST be notarized. Please attach proper notarial acknowledgment.

Description approved:

Date: 9/19/07

STREET EASEMENT DESCRIPTION

EXHIBIT A

A roadway dedication being a portion of the Southeast Quarter of Section 34, Township 4 North, Range 6 East, Mount Diablo Base and Meridian, City of Lodi, San Joaquin County, California, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast quarter of Section 34 as shown in Record of surveys, Volume 15, Page 186, san Joaquin County Records,

Thence due East 1220.20 feet along the South line of Section 34 and the centerline of Turner Road to the centerline of Lower Sacramento Road,

Thence North 7° 12' East 29.74 feet along said Lower Sacramento Road centerline,

Thence South 82° 48' East 20.00 feet perpendicular to said Lower Sacramento Road centerline,

Thence North 7° 12' East 42.73 feet to the Northwest corner of that certain parcel of land recorded February 20, 1987, as Instrument Number 87015743, San Joaquin County Records, thus being the TRUE POINT OF BEGINNING,

Thence North 7° 12' East 834.50 feet to the Southwest corner of that certain parcel of land recorded November 15, 2004, as Document Number 2004-259893, San Joaquin County Records,

Thence South 82° 48' East 20.00 perpendicular to the centerline of Lower Sacramento Road along the southerly line of said parcel as described in Document Number 2004-259893,

Thence South 7° 12' West 718.62 feet parallel to said centerline of Lower Sacramento Road,

Thence South 0° 13' 15" East 99.20 feet,

Thence South 45° 11' 58" East 60.54 feet to a point on the North line of Turner Road, said North line being 40 feet northerly and parallel with the south line of Section 34,

Thence North 89° 58' 47" West 34.16 feet along said north line of Turner Road to angle point of said parcel of land recorded February 20, 1987 as Instrument Number 87015743,

Thence North 41° 24' West 35.84 feet along said parcel of land recorded February 20, 1987 as Instrument Number 87015743,

Thence North 82° 48' West 20.00 perpendicular to the centerline of Lower Sacramento Road to the TRUE POINT OF BEGINNING.

Said parcel contains .43 Acres more of less.

REGISTERED PROFESSIONAL ENGINEER
WESLEY K. FONTANI
No. RCE 30418
EXP 3/31/08
CIVIL
STATE OF CALIFORNIA

STATE OF Minnesota

COUNTY OF Hennepin

On September 7, 2007, before me, Cynthia C. Monturiol Notary Public, personally appeared Michael A. Nordstrom, vice-president General Mills Cereals properties, LLC.,

[personally known to me] [~~proved to me on the basis of satisfactory evidence~~] to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacities, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand:

Cynthia C. Monturiol

Notary Public in and for the Above-Mentioned State and County

CYNTHIA C MONTURIOL
NOTARY PUBLIC – MINNESOTA
MY COMMISSION EXPIRES 1-31-2010

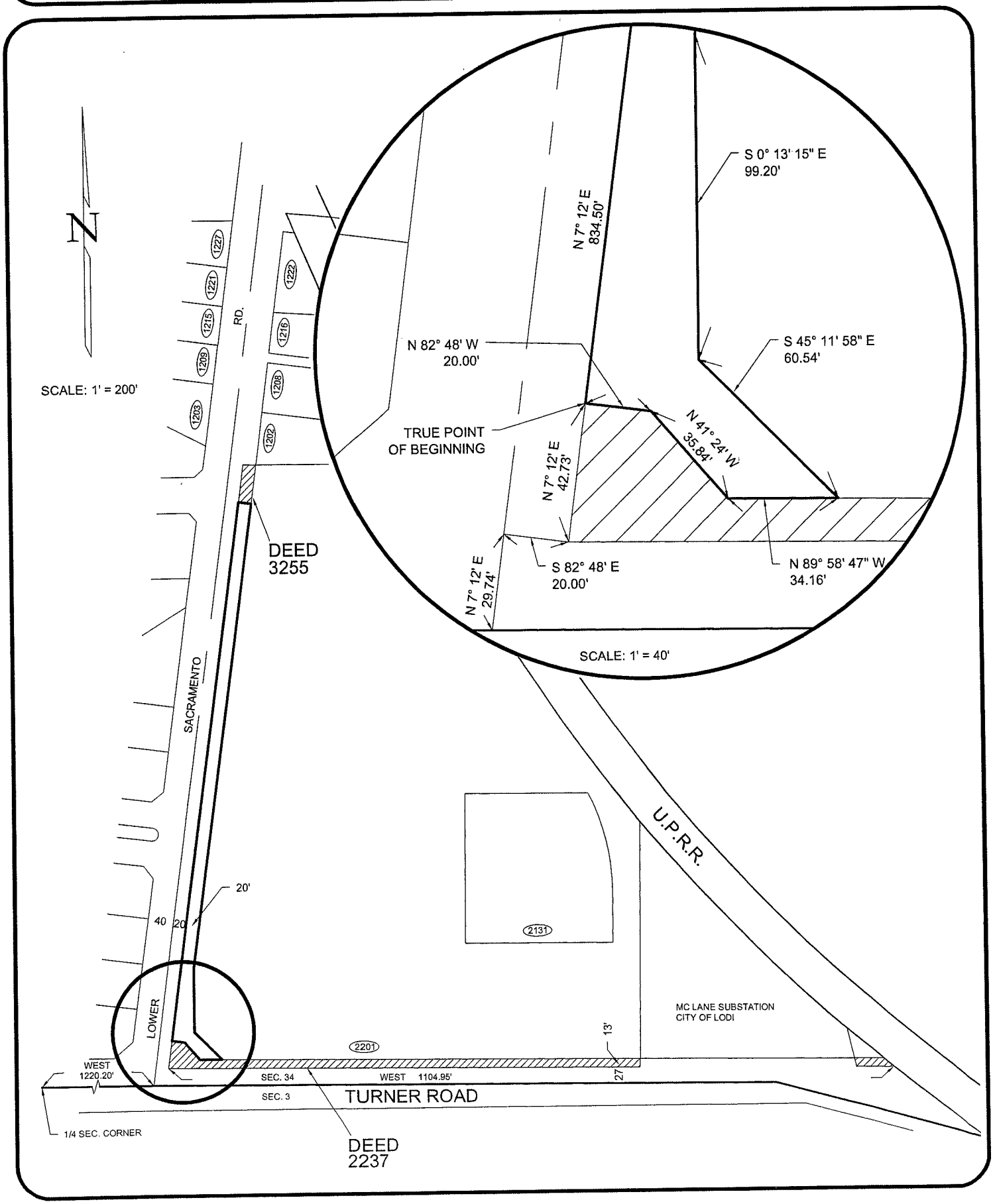
My commission expires:

EXHIBIT A

CITY OF LODI

PUBLIC WORKS DEPARTMENT

STREET EASEMENT DESCRIPTION
2201 W. TURNER RD.
LODI, CALIFORNIA



Attachment B

CITY COUNCIL
BOB JOHNSON, Mayor
JOANNE MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
SUSAN HITCHCOCK
PHIL KATZAKIAN

CITY OF LODI

PUBLIC WORKS DEPARTMENT
CITY HALL, 221 WEST PINE STREET / P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
TELEPHONE (209) 333-6706 / FAX (209) 333-6710
EMAIL pwdept@lodi.gov
http://www.lodi.gov

BLAIR KING,
City Manager

RANDI JOHL,
City Clerk

D. STEPHEN SCHWABAUER,
City Attorney

RICHARD C. PRIMA, JR.,
Public Works Director

August 20, 2007

Cindy Monturiol
General Mills, Inc.
Number One General Mills Blvd.
Minneapolis, MN 55426

SUBJECT: **Right of Entry and Temporary Construction Easement**
Lower Sacramento Road Widening and Turner Road Overlay Project

The City of Lodi needs to acquire approximately 18,500 square feet of property located at 1018 Lower Sacramento Road (APN 015-230-40) and 2201 West Turner Road (015-230-31) for the subject project. As you know, this project is important to the community of Lodi and north San Joaquin County. We are diligently working to get the project underway. We have prepared this right of entry and temporary construction easement document that grants the City and its contractor permission to enter the project area of your property for construction purposes. This document will ensure this project is not delayed while we finalize the property agreements with you.

City shall indemnify and defend the property owner for any liabilities incurred by property owner as a result of City's improvement project.

If you have any questions, please feel free to contact our project coordinator, Mark Lindseth, at (209) 333-6800, ext. 2666, or our Deputy City Attorney, Janice Magdich, at (209) 333-2600.

Sincerely,

Blair King
City Manager

Right of Entry Approval:

By GENERAL MILLS CEREAL PROPERTIES, LLC

By:
Title:

Approval as to Form:

By_____
D. Stephen Schwabauer
City Attorney

Accepted:

By_____
Richard C. Prima, Jr.
Public Works Director

Enclosure

cc: Deputy City Attorney
Associate Civil Engineer

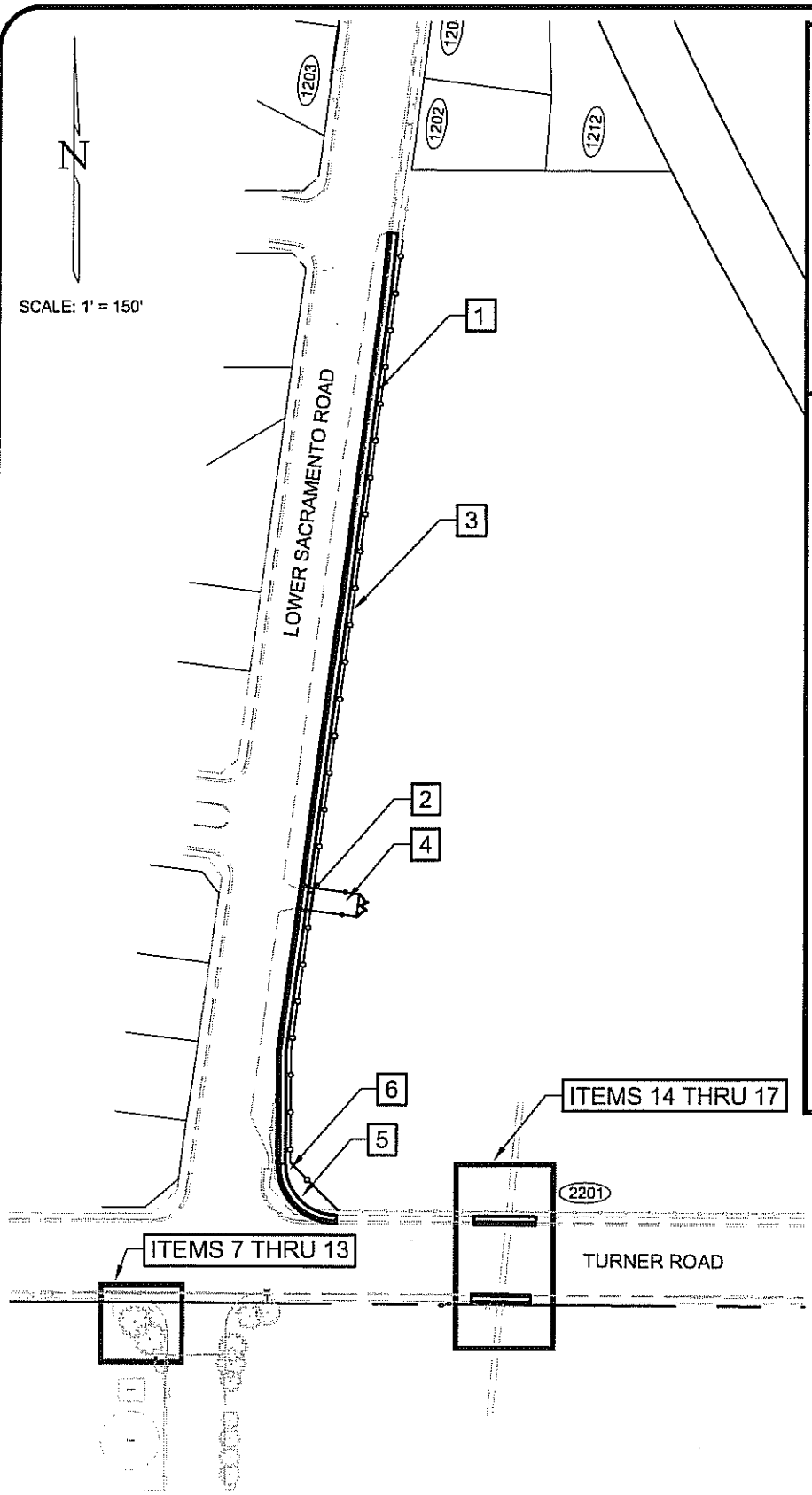
K:\WP\PROJECTS\STREETS\LWRSACTO\LGeneralMills_RightofWay.doc

CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT B

TURNER ROAD / LWR. SAC. ROAD IMPROVEMENTS



LOWER SACRAMENTO ROAD WIDENING

1. CURB, GUTTER, & SIDEWALK
2. DRIVEWAY
3. FENCE & GATEWAY
4. REFUGE
5. RECONSTRUCT CURB RETURN
6. REPLACE TRAFFIC SIGNAL EQUIPMENT

TURNER ROAD

GENERAL MILLS MAIN ENTRANCE

7. REMOVE & REPLACE WEST CURB RETURN
8. RELOCATE TRAFFIC SIGNAL
9. NEW TRAFFIC LOOPS
10. STRIPING
11. REPAIR IRRIGATION
12. REPAIR LANDSCAPING
13. RELOCATE SIGNS

RAILROAD CROSSING

14. REMOVE TRACKAGE
15. REMOVE EQUIPMENT
16. REMOVE & REPLACE CURB, GUTTER, & SIDEWALK
17. REPLACE PAVEMENT IN TRACK AREA

K:\CADD\SURVEY\2006\0618\Easement Deed\General Mills Improvements.dwg, Layout1, 10/19/2007 7:42:10 AM, mchamberlain

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF LODI AND GENERAL MILLS CEREALS PROPERTIES, INC., FOR DEDICATION OF STREET EASEMENT, CONSTRUCTION EASEMENT, AND RIGHT OF ENTRY FOR WIDENING OF LOWER SACRAMENTO ROAD

==========

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the Memorandum of Understanding (MOU) between the City of Lodi and General Mills Cereals Properties, Inc., for dedication of street easement, construction easement, and right of entry for the widening of Lower Sacramento Road from Turner Road to the Union Pacific Railroad spur line crossing; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute this Memorandum of Understanding on behalf of the City of Lodi.

Dated: November 7, 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 November 7, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

AGENDA ITEM **E-09**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Adopt Resolution Authorizing Submittal of a Safe Route to School Grant Application to California Department of Transportation**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Public Works Director**

RECOMMENDED ACTION: Adopt a resolution authorizing the submittal of a Safe Route to School grant application to the California Department of Transportation (Caltrans) and authorizing the City Manager to execute the grant application.

BACKGROUND INFORMATION: The City of Lodi, in conjunction with the Lodi Unified School District (LUSD), has been successful in receiving funds from the Safe Route to School (SR2S) program for pedestrian improvements. It is time again to submit grant applications for the SR2S program, 7th Cycle. The program is intended to improve and enhance the safety of pedestrian and bicycle facilities. Over the past years, the SR2S program funded the lighted crosswalks for Lawrence and Reese Elementary School students and construction of a new roadway and pedestrian/bicycle pathway near Lodi High School. Another SR2S project currently underway is the installation of new pedestrian warning school signs around the City.

The City is submitting an application, in cooperation with LUSD, for design, environmental review, and construction for the Century Boulevard pedestrian and bicycle crossing (Exhibit A). As part of the San Joaquin Council of Governments Air Quality Control Measures, the City committed to pursue a bicycle/ pedestrian crossing over the railroad tracks between Century Park and Salas Park. The project includes a prefabricated over-crossing of the Union Pacific Railroad (UPRR) mainline at the extension of Century Boulevard between Church Street and Stockton Street. The facility will primarily serve the middle and high school students living east of the UPRR tracks, in the southeast area of the City. Currently, the only route to travel to and from Tokay High and Lodi Middle Schools is along Kettleman Lane, which is one to two miles longer than the proposed crossing from the residential area east of UPRR.

The estimated cost for this project is $2,400,000, based on generic costs for this type of facility; a project-specific estimate has not yet been developed.

FISCAL IMPACT: The SR2S program provides funds for 90% of the project total ($900,000 grant maximum) and 10% local match. Local match will depend on project costs. Additional funds will be needed from other sources, which could include Transportation Development Act (TDA), Bicycle Transportation Account (BTA), Measure K, and LUSD.

FUNDING AVAILABLE: Not applicable at this time. Local match to be determined pending a successful grant and a more precise cost estimate.

Richard C. Prima, Jr.
Public Works Director

Prepared by Paula J. Fernandez, Senior Traffic Engineer
RCP/PJF/pmf
Attachment
cc: City Attorney
Transportation Manager
City Engineer/Deputy Public Works Director
Art Hand, LUSD Facility Planning

APPROVED: _____
Blair King, City Manager

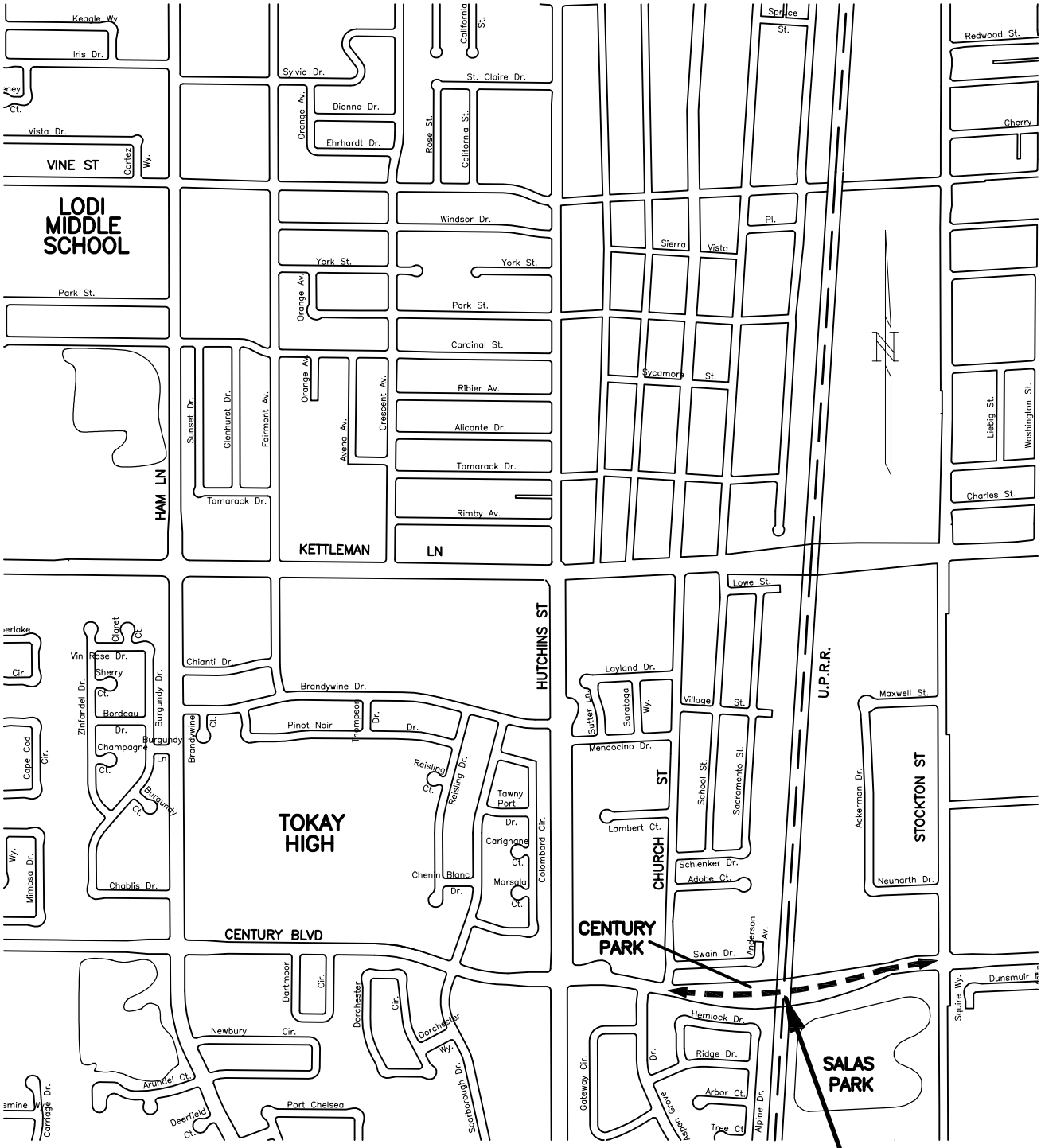
Exhibit A

CITY OF LODI

PUBLIC WORKS DEPARTMENT

CENTURY BOULEVARD @ UPRR

Proposed Bicycle & Pedestrian Facility



Proposed Pedestrian & Bicycle Facility

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SUBMIT SAFE ROUTES TO SCHOOL GRANT APPLICATION TO CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

==========

WHEREAS, Caltrans has developed the Safe Routes to School Program under the Federal Hazard Elimination and Safety Program; and

WHEREAS, the City of Lodi recognizes the need for additional funding from the Safe Routes to School Program to reduce accidental injuries and improve safety for those students walking and bicycling to and from school; and

WHEREAS, the City of Lodi, in conjunction with the Lodi Unified School District, has selected the design, environmental review, and construction of the Century Boulevard pedestrian and bicycle crossing, including the prefabricated over-crossing of the Union Pacific Railroad (UPRR) mainline at the extension of Century Boulevard between Church Street and Stockton Street, for the submittal of a grant application for Caltrans' Safe Routes to School Program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the submittal of a grant application in the amount of $2,400,000 for Caltrans' Safe Routes to School Program for the project listed above; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the grant application on behalf of the City of Lodi.

Dated: November 7, 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 November 7, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-____

AGENDA ITEM **E-10**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Adopt Resolution Approving Application for Grant Funds from State Resources Agency Environmental Enhancement and Mitigation Grant Program for Tree Purchase ($15,000)**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Public Works Director**

RECOMMENDED ACTION: Adopt a resolution approving the grant application for tree planting funds through the State Resources Agency Environmental Enhancement and Mitigation Program for tree purchase during the 2007/08 grant cycle.

BACKGROUND INFORMATION: The State of California Resources Agency administers a program offering grants to local, state, and federal governmental agencies and nonprofit organizations for projects to mitigate environmental impacts caused by new or modified state transportation facilities, which includes highway landscape and urban forestry. The agency submits a list of recommended projects to the California Transportation Commission (CTC) for funding consideration. It is anticipated that the CTC will adopt the list of projects to be funded in March 2008.

Staff proposes to request funds for 120 trees, primarily in the public right-of-way but will coordinate the project with the Parks and Recreation Department. The cost includes purchase and planting. The application is due November 30, 2007.

The grant application information is on file in the Public Works Department.

FISCAL IMPACT: Staff estimates this round of tree planting to cost $15,000. If successful, 100% of the purchase and planting costs will come from grant funds. There will be ongoing maintenance costs associated with newly-planted trees.

FUNDING AVAILABLE: None required.

_____
Richard C. Prima, Jr.
Public Works Director

Prepared by George M. Bradley, Streets and Drainage Manager

RCP/GMB/dsg

cc: D. Stephen Schwabauer, City Attorney
Ray Fye, Tree Operations Supervisor
Steve Dutra, Interim Parks & Recreation Director

APPROVED: _____
Blair King, City Manager

STATE OF CALIFORNIA
resources
AGENCY

ARNOLD SCHWARZENEGGER, Governor
MIKE CHRISMAN, Secretary

FOR IMMEDIATE RELEASE
September 26, 2007

CONTACT: Charles Chung
(916) 654-9923

RESOURCES AGENCY ANNOUNCES ENVIRONMENTAL ENHANCEMENT AND MITIGATION GRANT PROGRAM FOR 2007/08

The final application submission date is Friday, November 30, 2007

SACRAMENTO – California Secretary for Resources, Mike Chrisman announced today that applications are being accepted for the 2007/08 grant cycle of the Environmental Enhancement and Mitigation (EEM) Program.

The program offers grants to local, state, and federal governmental agencies and nonprofit organizations for projects to mitigate environmental impacts caused by new or modified state transportation facilities. Grants generally will be limited to $350,000 per project. Grants are given in three categories:

- **Highway Landscape and Urban Forestry** -- Projects designed to improve air quality through the planting of trees and other suitable plants.
- **Resource Lands** -- Projects for the acquisition, restoration, or enhancement of watersheds, wildlife habitat, wetlands, forests, or other significant natural areas.
- **Roadside Recreational** -- Projects for the acquisition and/or development of roadside recreational opportunities.

Applications for the 2007/08 grant cycle must be received by the Resources Agency no later than 4 p.m. Friday, November 30, 2007. The Resources Agency will submit a list of recommend projects to the California Transportation Commission (CTC) for funding consideration and for public notice at their February 2008 meeting. It is anticipated that the CTC will adopt the list of projects to be funded in March 2008.

EEM program application packets, which include minimum requirements, project evaluation criteria, typical questions and answers, and a sample Caltrans project agreement, are available from the Resources Agency, 1416 Ninth Street, Suite 1311, Sacramento, CA 95814 or by contacting the EEM Program Coordinator, Charles Chung at (916) 654-9923 or email charles.chung@resources.ca.gov.

- 30 -

STATE OF CALIFORNIA
RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, Governor
MIKE CHRISMAN, Secretary

September 26, 2007

TO: 2007-2008 ENVIRONMENTAL ENHANCEMENT AND MITIGATION (EEM) GRANT PROGRAM APPLICANTS:

Enclosed is an Environmental Enhancement and Mitigation Program application packet for the 2007-08 grant cycle that started July 1, 2007. This packet includes EEM Program Procedures and Criteria, a separate application form, and supplementary information to assist you in preparing an application for grant funding. Please be sure to read the "Supplemental Information" sheet for important information about how EEM grant applications are evaluated and why some are disqualified from consideration.

The final application submission date is Friday, November 30, 2007. Applications must be received by this date or delivered to the Resources Agency, 1416 Ninth Street, Suite 1311, Sacramento CA, 95814, no later than 4 p.m. to be considered by the Resources Agency (Agency) for recommendation to the California Transportation Commission (CTC).

All required documents must be included with the application (one original and seven copies), except for board resolutions, which are required for local and non-profit agencies. Board resolutions may be submitted separately at a later date for reason of timing. The schedules for proposed projects must provide for project start and completion within three fiscal years starting July 1, 2007. Grants generally will be limited to $350,000 each.

The Resources Agency will transmit its recommendations to the CTC by early 2008. Applicants will be notified of the Agency's recommendations shortly thereafter.

It is anticipated that the CTC will consider recommended projects for funding at its March 2008 meeting. Applicants with projects recommended for funding must submit environmental clearance documents to the CTC by Friday, February 15, 2008. CTC will not consider project for funding if the final environmental clearance is not documented.

If you have any questions on the Procedures and Criteria, or the Program, please contact the EEM Program Coordinator, Charles Chung at (916) 654-9923 or by e-mail at charles.chung@resources.ca.gov.

Yours sincerely,

Patrick Kemp
Assistant Secretary – Administration and Finance
EEM Program Manager

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax 916.653.8102 http://resources.ca.gov

Baldwin Hills Conservancy • California Bay-Delta Authority • California Coastal Commission • California Coastal Conservancy • California Conservation Corps
California Tahoe Conservancy • Conchella Valley Mountains Conservancy • Colorado River Board of California • Delta Protection Commission • Department of Boating & Waterways
Department of Conservation • Department of Fish & Game • Department of Forestry & Fire Protection • Department of Parks & Recreation
Department of Water Resources • Energy Resources, Conservation & Development Commission • Native American Heritage Commission • San Diego River Conservancy
San Francisco Bay Conservation & Development Commission • San Gabriel & Lower Los Angeles Rivers & Mountains Conservancy • San Joaquin River Conservancy
Santa Monica Mountains Conservancy • Sierra Nevada Conservancy • State Lands Commission • Wildlife Conservation Board

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE STATE RESOURCES AGENCY ENVIRONMENTAL ENHANCEMENT AND MITIGATION GRANT PROGRAM FOR TREE PURCHASE

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WHEREAS, the State of California Resources Agency administers a program offering grants to local, state, and federal governmental agencies and nonprofit organizations for projects to mitigate environmental impacts caused by new or modified state transportation facilities, which includes highway landscape and urban forestry; and

WHEREAS, the agency submits a list of recommended projects to the California Transportation Commission (CTC) for funding consideration, and it is anticipated that the CTC will adopt the list of projects to be funded in March 2008; and

WHEREAS, the City will request funds for 120 trees, primarily in the public right-of-way but to be coordinated with the Parks and Recreation Department. The cost includes purchase and planting. Applications are due November 30, 2007; and

WHEREAS, staff estimates this round of tree planting to cost $15,000 of which, if successful, 100% of the purchase and planting costs will come from grant funds.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council approves the application for grant funds from the State Resources Agency Environmental Enhancement and Mitigation Grant Program during the 2007/08 grant cycle for tree purchase.

Dated: November 7, 2007

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I hereby certify that Resolution No. 2007-____ was passed and adopted by the Lodi City Council in a regular meeting held November 7, 2007, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

AGENDA ITEM **E-11**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Adopt Resolution Authorizing the City Manager to Execute an Amended and Restated Northern California Power Agency Joint Powers Agreement (EUD)**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Electric Utility Director**

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute an amended and restated Northern California Power Agency Joint Powers Agreement (JPA).

BACKGROUND INFORMATION: The City of Lodi has been a full signatory party to the NCPA JPA since its formation in 1968. The JPA has undergone several minor amendments since then, primarily for the purpose of admitting new members to the JPA, but the principal agreement has remained intact.

During the spring of 2006, the NCPA Commission established an ad hoc Governance Committee (GC) to address matters related to member entry to and exit from NCPA programmatic effort areas and to identify corresponding member funding policies and budget allocation procedures. As part of that process the GC reviewed the existing NCPA JPA and made several recommendations to revise and update the JPA.

NCPA has multiple categories of members participating in NCPA projects who receive various combinations of services. Some members are large, some small; some participate in NCPA projects, others do not; some are in the power pool, some are not; not all members operate in the same electric transmission control area. To accommodate these member differences and to provide NCPA and all members with the appropriate funding tools to assure that NCPA can effectively meet member needs, the GC recommended a three-tier approach to revising the JPA:

1) **Member Annual Assessment:** The current JPA provides for annual assessments to NCPA members of up to '10 cents per peak kW' of retail electric load. The total NCPA assessment and collection of this amount would total about $180,000 per year, a relatively small portion of the overall NCPA budget and insufficient to cover even a modest portion of current NCPA general overhead and management costs. This fee structure has not changed since 1968.

   The GC recommended that this charge be adjusted to assess up to '15 cents per MWh,' collecting a total of approximately $1.5 million per year. This revenue source will be used, given NCPA Commission approval and discretion, to provide for and offset a portion of programmatic costs in NCPA's Legislative Services, Regulatory Services and Member Services budget areas. As a result, although the JPA assessment will increase for all members, the net total NCPA programmatic assessment for each member is projected to be relatively unchanged.

APPROVED: _____
Blair King, City Manager

2) **Program Entry / Exit:** The existing JPA provides that members may withdraw from the JPA on 30-day minimum notice. The GC recommended that this period be revised to provide a minimum of two years notice to withdraw from the JPA. This provides added funding certainty to the organization. New members to NCPA programmatic areas will also be required to participate for a minimum of two years.

3) **General JPA Changes:** The entire JPA has been reviewed by General Counsel and members of the NCPA Legal Committee to edit/add/remove various sections and/or language within the JPA which are either out of date or no longer applicable. The changes have been reviewed and approved by EUD and Lodi's City Attorney.

These changes are expected to improve NCPA's operations and provide Lodi with greater durability of NCPA service levels. The NCPA Commission unanimously approved the amended agreement on September 28, 2007 and recommended that member-governing bodies approve the amended agreement.

Staff recommends that the City Council approve execution of the Amended and Restated NCPA JPA. The agreement is expected to be approved by each NCPA member governing bodies by the end of the year, and will become effective when all parties have executed the agreement.

FISCAL IMPACT: The proposed change in NCPA's annual assessment will have a minimal impact on NCPA's charges to Lodi. The City of Lodi's total NCPA service assessment is approximately $43.5 million for FY 07-08 AND would be expected to decrease by approximately $18,223 if the JPA revisions were implemented this year. The changes are scheduled to be implemented commencing with NCPA's FY 2008-2009 budget process.

FUNDING: Not applicable.

George F. Morrow
Electric Utility Director

GFM/lst
Attachments

AMENDED AND RESTATED

NORTHERN CALIFORNIA POWER AGENCY
JOINT POWERS AGREEMENT

This Amended and Restated Northern California Power Agency Joint Powers Agreement ("this Agreement") is dated as of January 1, 2008, and is by and between the members of the Northern California Power Agency ("NCPA"); and

W I T N E S S E T H:

WHEREAS, the Northern California Power Agency was created by that certain Northern California Power Agency Joint Powers Agreement, first made July 19, 1968 and revised as of April 1, 1973 (the prior JPA); and

WHEREAS, the prior JPA was amended as of December 7, 1977; April 13, 1978; and January 1, 1982; and

WHEREAS, the prior JPA was supplemented by the addition of further signatories in addition to those of the parties who were originally signatory to it on September 27, 1984; September 27, 1989; April 1, 1995; and November 1, 2005; and

WHEREAS, each of the parties hereto is a signatory to the prior JPA and a "Member" of NCPA; and

WHEREAS, the parties now desire to further amend, and to restate, the prior JPA; and

WHEREAS, each of the parties to this Agreement is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California; and

WHEREAS, each of the parties hereto has the power to purchase, generate, transmit, distribute, sell and interchange electric energy in addition to other powers which are common to each of them; and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California (commencing at Government Code section 6500), commonly known as the Joint Exercise of Powers Act, two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, it is the desire of the parties to use any power common to them that will make more efficient the use of the powers of the individual parties in the purchase, generation, transmission, distribution, sale, interchange and pooling of electrical energy

and capacity among themselves, or with each other, or with others, and any other power reasonably necessary and appropriate to aid in the accomplishment of any of these purposes; and

WHEREAS, the parties find that it would be to their mutual advantage and the public benefit to coordinate their area system planning and operation, within the extent permitted by the laws and regulations governing their respective operations and to the extent each party finds it desirable to do so, and further find that such coordination shall be understood to include the following:

(a) Coordination of studies relating to the addition of generation or transmission facilities;

(b) Coordination of transmission services over various facilities, including those of the United States, and of the charges for such transmission service, and the policies governing such transmission;

(c) Coordination and maintenance of reserve generating and transmitting capacity;

(d) Coordination in the sale of surplus capacity and energy; and

WHEREAS, the parties desire, by means of this Agreement to establish an organization and procedure for such coordination and operation and to provide for the general direction of such organization's policies, it being understood by all the parties that:

(a) This Agreement is being executed initially by certain public agencies, but it is the intent of the parties that others may associate, and the parties signatory may re-associate themselves, later by signature to this Agreement and payment of a pro-rata share of organizational, planning and other expenditures as determined by a separate commission herein created;

(b) All parties hereto desire that reasonable provision be made for withdrawal from such organization.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

PURPOSES

1. It is the purpose of this Agreement to establish pursuant to the Joint Exercise of Powers Act an agency to be known as the NORTHERN CALIFORNIA POWER AGENCY for and with the purpose of acquiring and disposing of ownership and use of revenue producing facilities, including electric generating and transmitting

facilities, and making more efficient use of the common powers of individual parties composing NCPA to acquire, purchase, generate, transmit, distribute, sell, interchange, and pool electric energy and capacity, and with the further purpose to develop all other reasonably necessary or appropriate powers to provide greater individual and group efficiency through the coordination indicated in this Agreement to the extent permitted by the laws and regulations governing such operations.

ARTICLE II

ORGANIZATION – NORTHERN CALIFORNIA POWER AGENCY

1. There is hereby established pursuant to the Joint Exercise of Powers Act (section 6500 et seq. of the Government Code of the State of California) an Agency which shall be a public entity separate from the parties to this Agreement. The name of said agency shall be the NORTHERN CALIFORNIA POWER AGENCY. The governing body of NCPA shall be a Commission composed of one representative of each of the parties as to which this Agreement has not in any way been terminated. Such Commission shall be the administering agency of this Joint Powers Agreement, and, as such, shall be vested with the powers set forth, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

2. Each party to this Agreement shall be a "Member" of NCPA and appoint its designated representative to the Commission, and said representatives shall:

(a) Elect a chair, a vice-chair, and a secretary, and such other officers as the Commission shall find appropriate, to serve the Commission at its pleasure or for such term as may be provided by by-laws adopted by the Commission.

(b) Establish an Executive Committee, and such other committees as they shall find appropriate. The Executive Committee may exercise any power of the Commission delegated to it by by-laws adopted by the Commission.

(c) Provide general directives for the work of such committees.

(d) Take appropriate measures to meet the financial requirements of NCPA, by assessments and other contributions, as hereinafter provided for, and make other provisions as they shall find appropriate for the work of the Commission.

3. The Chair of NCPA shall preside at meetings of the Commission and perform such other duties as the Commission shall instruct. The duties of the Vice-Chair and the Secretary shall be the usual and customary duties of such officers.

4. The Commission shall appoint one of its officers or employees to either or both of the positions of Treasurer of NCPA and Controller of NCPA. Such offices may be held by separate officers or employees or combined and held by one officer or

employee. In any case, the Treasurer and Controller of NCPA shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Government Code.

5. The Treasurer of NCPA shall be the depository and have custody of all the money of NCPA from whatever source. The Controller of NCPA shall draw warrants or checks to pay demands against NCPA when the demands have been approved by the Commission or by the General Manager or the Assistant General Manager pursuant to a delegation of authority therefore adopted by the Commission. The Treasurer and Controller shall comply strictly with the provisions of the statutes relating to their duties found in Chapter 5, Division 7, Title 1 of the Government Code, beginning with Section 6500. The Controller and the Treasurer shall each file an official bond in the amount determined from time to time by the Commission.

6. The Commission shall appoint a General Manager, and may appoint one or more Assistant General Managers, to serve at the pleasure of the Commission. The General Manager shall have charge of, handle, or have access to any property of NCPA, and shall file an official bond in the amount determined from time to time by the Commission.

7. The Commission shall provide for regular meetings and special meetings in accordance with the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, Title 5, of the Government Code beginning with section 54950, or in accordance with such other regulations as the legislature may hereafter provide. Each party to this Agreement shall authorize and designate one representative to vote for it at all meetings of the Commission. In addition, each party to this Agreement shall designate one or more alternates, who shall have the power to vote in the place and stead of the designated representative, in his or her absence. Public agencies which are "Associate Members" pursuant to Article IV Paragraph 7 shall not be entitled to voting representation on the Commission, but may designate one non-voting representative and one or more non-voting alternates. Associate members shall be entitled to receive notices of and to attend all regular and special meetings of the Commission in the same manner as Members.

8. (a) Each party to this Agreement, so long as this Agreement has not in any way been terminated as to such party, shall have one vote. The affirmative or negative vote of a majority of those members of the entire Commission entitled to vote shall be necessary for it to take action, except that none of the terms and conditions set forth in this Agreement, nor any of the procedures expressly provided for herein, may be altered, changed, or amended by such a vote, or by any means, except by written amendments to this Agreement executed by all parties hereto.

(b) Notwithstanding the provisions of Article II Paragraph 8(a) to the contrary, where agreements for NCPA projects or programs between and among NCPA and its members provide for quorum or voting procedures, such agreed upon procedures shall be utilized, including provisions for voting by project or program participation

percentages or voting by either associate members or non member project or program participants.

ARTICLE III

POWERS AND FUNCTIONS

1. NCPA has any and all powers authorized by law to all of the parties hereto, and separately to the agency herein created, relating to the acquisition, construction, financing, disposition, use, operation and maintenance of works for the generation and transmission of electric power and energy for use within and without the boundaries of such parties, and relating to the provision of power and energy to such area by contract with owners of such facilities, whether federal or state agencies or public utilities, including agreements to purchase power generated by others or to exchange power with others and agreements for transmission of power over its facilities and over the facilities of others and standby and pooling agreements. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All powers common to the parties are specified as powers of NCPA. NCPA is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, work or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name; and generally to do any and all things necessary or convenient to provide adequate supplies of firm and reliable power to its members.

Without limiting the foregoing generality, NCPA may:

(i) acquire and dispose of all kinds of property and utilize the power of eminent domain, except that the power of eminent domain may not be exercised within the political boundaries or corporate limits of any party serving retail electric power load, nor may eminent domain be exercised with respect to any property interest owned by a party hereto, without the consent of said party, which consent shall not be unreasonably withheld;

(ii) issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law either under Article 2, Chapter 5, Division 7, Title 1 of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness of a non-profit corporation issued on behalf of NCPA or any of the parties to this Agreement;

(iii) obtain in its own name all necessary permits and licenses, opinions and rulings;

(iv) whenever necessary to facilitate the exercise of its powers, form and administer nonprofit corporations to do any part of what NCPA could do, or to perform any proper corporate function, and enter into agreements with such a corporation;

(v) receive assignments of power supply contracts with the Western Area Power Administration of the United States or others from the parties, or act as trustee or agent under them; real-locate power to the parties under those contracts, sell power generated or otherwise acquired by it to the parties and, to the extent permitted by law, to associate members and to others; provided that under no circumstances will an assigning party pay more for power, or receive an inferior supply, than if it had not assigned.

2. The manner in which NCPA 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 exercise such powers and perform such duties; and shall not be subject to any restriction 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.

3. None of the debts, liabilities or obligations of NCPA shall be the debts, liabilities or obligations of any of the parties to this Agreement unless assumed in a particular case by resolution of the governing body of the party to be charged.

ARTICLE IV

MEMBERSHIP

1. Any preference purchaser or potential preference purchaser of electric service from the Western Area Power Administration of the United States, which is a "public agency," as such term is defined in Section 6500 of the Government Code of the State of California, may be a party to this Agreement.

2. (a) Any public agency which qualifies under Article IV Paragraph 1 may become a party to this Agreement by signing this Agreement and paying NCPA a pro-rata share of organization, planning and other costs and charges as determined by the Commission to be appropriate, and upon approval of all then existing parties to this Agreement. This Agreement will then become effective as of that date as to that signatory. This Agreement shall remain in effect as to any party, unless and until it is terminated as to such party by notice in writing to all other parties given by the withdrawing party at least two (2) years in advance of the effective date of such termination.

(b) Any party so terminating shall be obligated to pay its pro-rata share of all debts, liabilities and obligations of NCPA as of the date of termination as a condition precedent to such termination and withdrawal; provided, however, that this obligation shall not extend to debts, liabilities and obligations of NCPA or a nonprofit corporation created by NCPA and secured or otherwise committed pursuant to project or program agreements, with parties to this Agreement, but the debts, liabilities and obligations of the parties to such project or program agreements shall be determined by their terms.

3. (a) Each party hereto agrees that it will annually contribute, in proportion to its respective total retail electric power load (or where no retail load exists, the consumptive power load, or where no consumptive power load exists, other suitable measure as approved by the Commission) for the previous calendar year, to a fund or budget of NCPA which may cover up to one-third of legislative and regulatory activities or other NCPA general expenses not covered by other agreements or revenue sources, as may be approved by the Commission; and that such annual cash contribution to said fund or budget by any party may be up to fifteen cents ($0.15) per megawatt hour (MWh) of said total retail electric power load or consumptive power load, or where no consumptive power load exists, other suitable measure as approved by the Commission, as submitted by such party to the Federal Energy Regulatory Commission or other governmental regulatory authority.

(b) In the event that NCPA contracts for or participates in the acquisition, purchase, lease or construction of generation or transmission facilities, or both, it is the intention of the parties hereto that all parties, agencies and others, both public and private, that utilize such facilities shall bear the total annual costs thereon on an annual fiscal year basis by entering into appropriate power supply contracts with NCPA ("Power Contracts"). Costs related to a particular planning activity or to a particular project which are incurred prior to the procurement of long-term financing ("preliminary costs"), may be borne by fewer than all the parties in any manner satisfactory to such parties, notwithstanding the provisions of Article IV Paragraph 3(a) or the provisions of any Power Contracts. Alternatively, all or part of any such preliminary costs may be advanced by fewer than all of the parties, upon agreement of NCPA and the party or parties advancing the costs, such advances to be repaid out of the proceeds of any subsequent long-term financing. Otherwise, such preliminary costs shall be charged to the operating costs of the NCPA.

(c) Parties participating in programs or services provided by NCPA shall provide at least a two (2) year written notice to NCPA of withdrawal from a given program or service. Parties newly participating in programs or services may be required to make an initial program or service participation commitment of longer than two (2) years, subject to Commission approval. Parties participating in programs or services pursuant to an agreement or other formal written arrangement approved by the Commission are subject to the therein described participation and withdrawal terms and conditions.

4. Upon the request or approval of NCPA, any party hereto may make payments, advances or contributions to NCPA from its treasury for any and all purposes set forth herein, and upon request or approval of NCPA, may contribute personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. Except as otherwise provided in accordance with Article IV Paragraph 3(b), NCPA approved advances will be treated as indebtedness of NCPA and shall be payable and repaid as such. Contributions made pursuant to Article IV Paragraph 3(a) are not advances. All such payments, advances or contributions, whether in cash or in kind, shall be made to and may be disbursed or used by NCPA.

5. Except as otherwise provided in this Agreement, there shall be no repayment or return to any party of all or any part of any payments, advances, or contributions in cash or in kind.

6. NCPA shall be held to a strict accountability of all funds and shall make an annual audit report to all parties of all receipts and disbursements, all in accordance with section 6505 of the Government Code and other applicable statutes, and with sound accounting practices.

7. If any preference purchaser or potential preference purchaser of electric service from the Western Area Power Administration of the United States is not eligible for membership herein under the terms of Article IV Paragraph 1, such purchaser may be admitted as an associate member, by separate agreement with NCPA, upon approval of the Commission. Associate members shall not be considered to be a party to this Agreement within the meaning of the Joint Exercise of Powers provisions of the Government Code, Section 6500 et seq. Associate members shall pay such portions of the costs of NCPA's operations as may be established in the membership agreement between NCPA and the associate member, including payment of charges established by Article IV Paragraph 3(a).

ARTICLE V

GENERAL PROVISIONS

1. Upon dissolution of NCPA as a legal entity, all debts of and advances to NCPA shall be paid, and then the property of NCPA, whether real or personal, shall be divided among and distributed to all of the parties who at any time during the existence of NCPA were parties to this Agreement in proportion to the costs borne by each such party to NCPA during its legal existence by non-reimbursed contributions made pursuant to Article IV Paragraph 3(a), or by payments under Power Contracts or non-reimbursed payments for preliminary costs made pursuant to Article IV Paragraph 3(b).

2. The governing Commission of NCPA is authorized to procure public liability and other insurance as it deems advisable to protect NCPA and each of the parties hereto, charging the cost thereof to the operating costs of NCPA.

3. All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provisions of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.

4. In the event that any party to this Agreement should at any time claim that another party has in any way breached or is breaching this Agreement, the complaining party shall file with the governing body of the other party, and with the above mentioned NORTHERN CALIFORNIA POWER AGENCY Commission, a written claim of said breach, describing the alleged breach and otherwise giving full information respecting the same. The Commission shall thereupon, at a reasonable time and place, specified by it, give all parties full opportunity to be heard on the matter, and shall, upon conclusion of said hearing, give the legislative or governing bodies of all parties a full report of its findings and recommendations. Said report, findings and recommendations shall be deemed advisory only, shall not in any way bind any of the parties hereto, and shall not be deemed to establish any facts, either presumptively or finally. Upon receipt of said report and recommendations, if any party should be dissatisfied with or disagree with the same, the legislative or governing bodies of the parties in disagreement shall jointly meet with each other at a reasonable time and place to be determined by them, for the purpose of resolving their differences. No action for breach of this Agreement, and no action for any legal relief because of any such breach or alleged breach of this Agreement, shall be filed or commenced, and nothing shall be done by any party to rescind or terminate this Agreement, except as provided in Article IV hereof, unless and until such party has first given to the other parties a reasonable time, after the conclusion of said joint meeting of the legislative or governing bodies that have met to resolve their differences, within which to cure any breach or alleged breach.

5. It is hereby declared to be the intention of the parties that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or article of this Agreement shall be declared unconstitutional or invalid for any reason by the valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, sentences and articles of this Agreement.

6. All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States mail, addressed to

each party at the address indicated on this Agreement adjacent to the signature line of each party.

ARTICLE VI

EFFECTIVE DATE

1. This Agreement shall become effective on the date of its execution by all of the parties and shall be effective at that time as of the date first above written.

2. Upon the effective date of this Agreement, the prior JPA, as amended, shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month, and year herein first above written.

CITY OF ALAMEDA

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

BAY AREA RAPID TRANSIT DISTRICT

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CITY OF BIGGS

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CITY OF GRIDLEY

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CITY OF HEALDSBURG

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CITY OF LODI

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CITY OF LOMPOC

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CITY OF PALO ALTO

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

PORT OF OAKLAND

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CITY OF REDDING

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CITY OF ROSEVILLE

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CITY OF SANTA CLARA

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

TRUCKEE DONNER PUBLIC UTILITY DISTRICT

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

TURLOCK IRRIGATION DISTRICT

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

CITY OF UKIAH

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE, Associate Member

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Its: _____

RESOLUTION NO. 2007-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AND RESTATED NORTHERN CALIFORNIA POWER AGENCY JOINT POWERS AGREEMENT

==========

WHEREAS, the Northern California Power Agency ("NCPA") was formed in 1968 for the purpose of utilizing the joint action of participating public power entities to pursue common interests for the benefit of all such members; and

WHEREAS, the NCPA Joint Powers Agreement ("JPA") was initially developed on July 19, 1968, and subsequently revised on April 1, 1973; and

WHEREAS, in addition to the City of Lodi, the Cities of Alameda, Biggs, Gridley, Healdsburg, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah, the Bay Area Rapid Transit District, the Port of Oakland, the Truckee-Donner Public Utility District, and the Turlock Irrigation District are signatory participants to the Joint Powers Agreement and the Plumas-Sierra Rural Electric Cooperative is an associate member of NCPA and has also executed the JPA; and

WHEREAS, the JPA may be revised from time to time as approved by the NCPA Commission and individually by all governing bodies of the signatories to it; and

WHEREAS, during the Spring of 2006, the NCPA Commission established an ad hoc Governance Committee to address matters related to member entry to and exit from NCPA programmatic effort areas as well as to identify corresponding member funding policies and budget allocation procedures; and

WHEREAS, the Governance Committee completed its efforts and made several specific recommendations to revise and update the Joint Powers Agreement including: 1) revising the annual JPA member assessment from a maximum of 10 cents per peak kW to a maximum of 15 cents per MWh of retail load or if no retail load is served, other suitable measure; 2) providing for a minimum of two (2) years notice to withdraw from the JPA; and 3) revising and removing certain elements of the Joint Powers Agreement to be more consistent and to comport with current business practices and procedures; and

WHEREAS, the attached proposed "Amended and Restated Northern California Power Agency Joint Powers Agreement (Amended JPA)" incorporates the above described Governance Committee recommendations and other updates to the Joint Powers Agreement as recommended by Agency staff and the Agency General Counsel to strengthen NCPA operations and to effectively meet member needs;

WHEREAS, NCPA Commission on September 28, 2007 unanimously approved the Amended JPA and further recommended that the governing boards of NCPA JPA members approve the Amended JPA; and

WHEREAS, the Amended JPA strengthens NCPA operations and provides Lodi greater certainty of NCPA service levels to more effectively serve the electric utilities customers of Lodi;

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the Amended and Restated Northern California Power Agency Joint Powers Agreement, and authorizes the City Manager or his designee to execute the Agreement and authorizes the Electric Utility Director or his designee to administer the Agreement.

Dated: November 7, 2007

==========

I hereby certify that Resolution No. 2007-____ was passed and adopted by the Lodi City Council of the City of Lodi in a regular meeting held November 7, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: OUNCIL MEMBERS –

ABSTAIN: OUNCIL MEMBERS –

RANDI JOHL
City Clerk

AGENDA ITEM E-12

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Authorize the City Manager to approve change orders for construction of the Killelea Substation Rehabilitation Project in a cumulative amount not to exceed $250,000 (EUD)**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Electric Utility Director**

RECOMMENDED ACTION: Authorize the City Manager to approve change orders that may be incurred for the construction of the Killelea Substation Rehabilitation Project up to $250,000.

BACKGROUND INFORMATION: The construction of the Killelea Rehabilitation Project is in progress. The general construction contract was awarded by the City Council on June 6, 2007 to Rosendin Electric, Inc. of San Jose, CA. The procurement of the 15kV Class Indoor Switchgear and the Remote Terminal Unit (RTU) was awarded by the City to Siemens Power Transmission and Distribution, Inc. (c/o Geo Honn Company of Vacaville, CA) on June 6, 2007 and May 16, 2007 respectively. The total amount for these three contracts is $3,681,098.50 broken down as follows:

1. General Construction Cost …… $2,921,801.00
2. 15kV Class Indoor Switchgear …… $ 699,297.50
3. Remote Terminal Unit …… $ 60,000.00

Staff and EUD's power engineering consultant performed a thorough design and diligently prepared a comprehensive technical specification of the Killelea Substation Rehabilitation Project. However, during the construction and equipment manufacturing stage, additional tasks and revisions will likely become apparent that are necessary for implementation to enhance the functionality of the project.

Time is of the essence for this project. It must be complete prior to the summer of 2008. The construction period for the rehabilitation project is only seven (7) months covering the acquisition of required permits from both County and City, demolition and disposal, site preparation, construction and installation, test and commissioning, and energization of the substation facility on May 1, 2008. The project schedule was reasonably planned and included a few weeks of cushion. Some of this cushion has already been consumed due to delays encountered by the general contractor in obtaining air quality permit form the County. In addition, project construction might be exposed to potential inclement weather conditions that may affect completion.

Authorizing the City Manager to approve change orders concerning project cost and time would hasten business processes as well as insure continuity of construction and increase project efficiency and effectiveness. Staff recommends that the City Council authorize the City Manager to approve future change orders for cost and time in an aggregate amount of up to $250,000. Staff will provide a summary of any change orders to the City Council as part of the project completion report.

APPROVED: _____

Blair King, City Manager

FISCAL IMPACT: Will be based on actual cost of the approved change orders, not to exceed a total of $250,000.

FUNDING: Transfer from Bond Proceeds to Account No. 161677 for Killelea Substation.

_____
Kirk Evans, Budget Manager

_____
George F. Morrow
Electric Utility Director

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

GFM/DB/lst

AGENDA ITEM **E-13**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Adopt Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2006/07**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Public Works Director**

RECOMMENDED ACTION: Adopt a resolution approving the Impact Mitigation Fee Program Annual Report for Fiscal Year 2006/07.

BACKGROUND INFORMATION: The City Council adopted the "Final Report, City of Lodi Development Impact Fee Study," prepared by Nolte and Associates and Angus McDonald Associates in 1991, as well as the "Development Impact Fee Update Study," prepared by Harris & Associates in 2001. These actions established and updated the City's Development Impact Fee program. The fee program consists of eight separate fee categories/funds, plus the public art set-aside. They are Water, Wastewater, Streets, Storm, Police, Fire, Parks & Recreation and General City Facilities. The fees can only be used for new capital improvements/equipment needed to accommodate new growth. In accordance with California State annual reporting requirements, staff has prepared the following exhibits:

Exhibit A – A summary of the current and past fees, beginning and ending balances for each fee account, total fees collected, interest earned, and total expenditures from each account for FY 2006/07.

Exhibit B – A summary by account of public improvement projects on which fees were expended during FY 2006/07.

Per State law, this information needs to be available to the public at least 15 days prior to review by the City Council. This information has been posted on the City's website and media, such as the *Lodi News Sentinel* and the *Stockton Record*, have been notified as to where to obtain the report.

FISCAL IMPACT: In general, revenues for the prior fiscal year ranged from 26% to over 100% of budget estimates. Shortfalls do not affect operations as all the funds are for capital improvements and associated costs (such as engineering). Revenue in some of the funds (mainly Police and Fire) is being used to reimburse other funds for costs of past projects that were advanced.

FUNDING AVAILABLE: None required.

Richard C. Prima, Jr.
Public Works Director

Prepared by Rebecca Areida, Management Analyst
RCP/RA/pmf
Attachments
cc: Wally Sandelin, City Engineer
Building Industry Association of the Delta

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE IMPACT MITIGATION FEE PROGRAM ANNUAL REPORT FOR FISCAL YEAR 2006-07

==========

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the Impact Mitigation Fee Program Annual Report for fiscal year 2006-07, as shown on Exhibits A and B attached and made a part of this Resolution.

Dated: November 7, 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 November 7, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

EXHIBIT A
IMPACT MITIGATION FEE PROGRAM
FY 2006/07 Annual Report

	A	B	C	D	E	F	G	H	I	J	K
6	Fee:	Wastewater	Water	Storm Drain	Streets	Regional Transp	Police	Fire	Parks & Rec	General Facilities	Art in PP
7	Fund # :	173	182	326	327/332	338	1215	1216	1217	1218	1214
9	Fee Amount 7/1/06 - 12/31/06 (1)	5,166	4,770	17,445	13,571	2,500	1,875	1,832	26,345	7,574	2%
10	Fee Amount 1/1/07 - 6/30/07 (1)	5,356	4,920	17,995	13,998	2,610	1,934	1,890	27,175	7,813	2%
12	Fund Balance - Beginning of Year	783,192.84	2,239,595.27	3,057,328.95	(751,733.99)	17,508.79	33,178.71	(1,339,330.88)	2,838,466.88	1,326,674.37	533,127.51
14	Revenues:										
15	Investment Revenues	209,195.80	36,382.94	145,808.36	20,096.30	8,286.35	6,981.01	(5,277.04)	96,779.63	55,116.21	19,132.01
16	Impact Mitigation Fees	1,454,914.54	119,836.52	605,304.05	707,641.87	292,255.59	108,203.68	61,372.70	263,157.93	193,354.14	34,682.11
17	Other Revenue										
19	**Total Revenue**	**1,664,110.34**	**156,219.46**	**751,112.41**	**727,738.17**	**300,541.94**	**115,184.69**	**56,095.66**	**359,937.56**	**248,470.35**	**53,814.12**
22	Expenditures:										
23	Capital Projects	0.00	(632,070.85)	(1,402.32)	(23,415.15)	(65,293.91)	0.00	0.00	(101,986.67)	(418,068.67)	(73,830.23)
25	**Total Expenditures**	**0.00**	**(632,070.85)**	**(1,402.32)**	**(23,415.15)**	**(65,293.91)**	**0.00**	**0.00**	**(101,986.67)**	**(418,068.67)**	**(73,830.23)**
28	Other Sources (Uses):										
29	Operating Transfers In										
30	Operating Transfers Out	(30,740.01)	(55,962.75)	(115,143.00)	(162,398.89)	0.00	(25,923.99)	(149,673.01)	(52,913.01)	(401,379.99)	(3,099.98)
32	**Total Other Sources (Uses)**	**(30,740.01)**	**(55,962.75)**	**(115,143.00)**	**(162,398.89)**	**0.00**	**(25,923.99)**	**(149,673.01)**	**(52,913.01)**	**(401,379.99)**	**(3,099.98)**
35	**Total Fund Balance - End of Year**	**$2,416,563.17**	**$ 1,707,781.13**	**$3,691,896.04**	**($209,809.86)(2)**	**252,756.82**	**$122,439.41**	**($1,432,908.23)**	**$3,043,504.74**	**$755,696.06**	**$510,011.42**
36	Change in Receivables/Payables (3)	(21,360.81)	75,464.74	(12,181.81)	(3,407.65)	(2,099.54)	(1,017.05)	1,725.57	(20,323.96)	46,693.02	(4,236.44)
37	Interfund Loans		(1,225,172.57)		596,770.00			1,225,172.57	(596,770.00)		
38	**Cash Balance - End of Year**	**$2,395,202.36**	**$558,073.30**	**$3,679,714.23**	**$383,552.49**	**$250,657.28**	**$121,422.36**	**($206,010.09)**	**$2,426,410.78**	**$802,389.08**	**$505,774.98**

(1) Fees listed are per acre for one Residential Acre Equivalent (RAE). Each land use presents a different demand for services that are reflected in RAE adjustment factors per LMC 15.64.070.
RTIF fee listed is for one residential single family dwelling unit equivalent.
Wastewater fees listed are per dwelling unit equivalent

(2) Ending fund balance has not been reduced for a Measure K loan owing to SJCOG. This loan balance as of June 30, 2007 is $264,083

(3) Difference between investments and accounts/retainages payable

Cell: B30
Comment: Cost of services

Cell: C30
Comment: $3,166.74-Transfer funds from IMF water fund to water capital fund (180) for water facilities constructed prior to 1991 with capacity to serve new development
$52,796.01- Cost of Services

Cell: D30
Comment: Cost of services

Cell: E30
Comment: $30,624.98 - Cost of Services (local imf)
$ - Transfer of funds from IMF regional fund to street fund (320) for street facilities constructed before 1991 with capacity to serve new development.
$96,106 - COG loan payment for Hwy 12/99 project.
$35,667.91 - Cost of Services (regional imf)
$40,000 - Interfund loan payment to Parks & Rec IMF for Lower Sac project

Cell: G30
Comment: Cost of services

Cell: H30
Comment: $115,130-Fire truck lease
$34,543 - Cost of Services

Cell: I30
Comment: Cost of services

Cell: J30
Comment: $50,000 -Yearly transfer to General Fund for the costs associated with the administration of the IMF program
$25,689.96 - cost of services
$300,000 - Transfer to Community Development
$25,690 - Transfer to General Fund for Engineering

Cell: K30
Comment: Cost of services

Cell: C37
Comment: Loan to Fire IMF for Fire Station #4 project.

Cell: E37
Comment: Loan from Parks & Rec IMF for Lower Sacramento Rd project

Cell: H37
Comment: Loan from Water IMF for Fire Station #4 project.

Cell: I37
Comment: Loan to Regional Street IMF for Lower Sacramento Rd project.

EXHIBIT B
IMPACT MITIGATION FEE PROGRAM
SUMMARY OF PUBLIC IMPROVEMENT PROJECT EXPENDITURES
FY 2005/06

Project No.	Account No.	Description	Wastewater 173	Water 182	Storm Drain 326	Streets-Local 327	Streets-Regional 332	RTIF 338	Police 1215	Fire 1216	Parks & Rec 1217	General Facilities 1218	Art in Public Pl 1214
	182005	Surface Water Design		15,859									
MWSO003	182041	Water Utility Planning		1,402									
	182050	Water Master Plan		4,995									
	182457	Well 22 Generator		850									
	182460	Well 26		-1,076									
	182463	Well 27		267,481									
	182465	Well 28		342,561									
MSDI016	326016	Master Storm Drain			1,402								
MTSI032	327013	RR Track Removal-Lodi Ave				13,759							
MTSI032	327019	CCT Mainline Rehab				9,656							
	338501	Regional Transportation Fees (SJ County, SJCOG)						65,294					
	1214001	Art in Public Places (Paint at Lodi Station)											1,374
	1214002	Vintner's Square Development											20,000
	1214003	Water Tank Artwork											52,456
MPR059	1217004	Century Meadows Park									168		
	1217750	Parks Mower									101,819		
	1218002	Community Facilities District										8,063	
	1218047	Public Works/Community Dev. Server										1,883	
	1218050	General Plan										285,975	
	1218051	Circulation Master Plan										122,148	
		Total	0	632,071	1,402	23,415	0	65,294	0	0	101,987	418,069	73,830

AGENDA ITEM **E-14**

CITY OF LODI
COUNCIL COMMUNICATION
TM

AGENDA TITLE: Approve Waiver of Conflict of Interest for Folger Levin & Kahn in Representation of the State of California Department of Water Resources

MEETING DATE: November 7, 2007

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Approve Waiver of Conflict of Interest for Folger Levin & Kahn in their representation of the State of California Department of Water Resources.

BACKGROUND INFORMATION: The City retained the law firm of Folger Levin & Kahn ("FLK") in 2004 to serve as outside counsel for the Environmental Abatement Program litigation. Folger Levin & Kahn has now been retained by the California Department of Water Resources (DWR) to represent them in relation to the DWR power portfolio, including the development of "peakers" (power plants) in San Francisco, and the Department's role as purchaser of electricity for private utilities, and dams on the Klamath River. The City Attorney's office, Public Works Department and Electric Utility Department have all reviewed the request and can find no actual conflict between the City of Lodi and DWR in connection with the proposed representation. However the City is adverse to other Departments within the State of California on unrelated issues.

Rule 3-310 of the Rules of Professional Conduct for attorney's, provides that "A member shall not, without the informed written consent of each client . . . 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." Accordingly, Folger Levin & Kahn has asked that the City of Lodi confirm that it consents to any potential conflict, and waives any actual conflict that may arise out of this situation.

It is my recommendation that the Council formally waive the potential conflict and authorize the City Manager to execute the waiver. If that is acceptable to the Council, such waiver of conflict should be communicated to Folger Levin & Kahn.

FISCAL IMPACT: **N/A**

Stephen Schwabauer
City Attorney

APPROVED: _____
Blair King, City Manager

ATTORNEYS AT LAW

FOLGER LEVIN & KAHN LLP

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San Francisco, California 94111
Telephone 415.986.2800
Facsimile 415.986.2827

Los Angeles Office:
1900 Avenue of the Stars, 28th Floor
Los Angeles, California 90067
Telephone 310.556.3700
Facsimile 310.556.3770

www.flk.com

October 30, 2007

VIA MAIL AND E-MAIL

D. Stephen Schwabauer
City Attorney
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

Re: Potential Conflict of Interest – FLK's Representation of State of California, Department of Water Resources

Dear Steve:

As part of the firm's growing energy practice, the California Department of Water Resources ("DWR") has asked Folger Levin & Kahn LLP to represent it with respect to issues related to the DWR power portfolio, including the development of "peakers" (power plants) in San Francisco, the Department's role as purchaser of electricity for private utilities, and dams on the Klamath River. DWR is a department of the State of California.

Because the DWR is a department of the State of California, we have disclosed to the DWR all matters in which the firm's existing clients are currently involved where a State agency (other than the DWR) has interests that are or potentially could be adverse to the interests of the firm's clients. This letter addresses actual or potential conflicts of interest between the City of Lodi and the State, and requests that the City of Lodi waive any conflicts and potential conflicts of interest and consent to Folger Levin & Kahn LLP representing DWR with respect to the matters noted above.

As you know, we represent the City of Lodi with respect to several matters in which the State of California (primarily the Department of Toxic Substances Control and Regional Water Quality Control Board) has interests that are adverse or potentially may be adverse to the City of Lodi regarding the Lodi Groundwater site. Our representation of the City of Lodi includes serving as counsel and providing advice on specific legal matters and aspects of State law when we are asked to do so. In addition, we have represented the City of Lodi with respect to several matters and consent decrees in which the City of Lodi and the State of California have interests that may be or potentially may become adverse. Specific matters in which the interests of the State are or may be adverse to the interests of the City of Lodi include:

- *People of the State of California v. M & P Investments, et al.*
  USDC ED Cal. Action No. CIV-S-00-2441 FCD KJM
- *Hartford Accident and Indemnity Co., et al. v. City of Lodi, et al.*
  San Francisco Superior Court Case No. 323658
- *Unigard Insurance Co. et al. v. The City of Lodi, California*
  USDC ED Cal. Action No. CIV-S-98-1712 FCD JFM
- *The City of Lodi, California, a California municipal corporation v. Unigard Insurance Company, a Washington corporation*
  USDC ED Cal. Action No. CIV-S-01-1718 FCD JFM
- *City Of Lodi v. Donovan, et al.*
  San Francisco Superior Court Case No. 441976.

We are pleased to serve as your counsel and, in that capacity, to represent your interests with respect to the environmental investigation and remediation at the Lodi Groundwater site. The subject matter, facts, and issues pertinent to the matters noted above are completely different from the subject matter of our proposed representation of DWR with respect to development of "peakers" (power plants) in San Francisco, the Department's role as purchaser of electricity for private utilities, and dams on the Klamath River. Accordingly, we do not anticipate obtaining any specific confidential information in representing DWR that would be material in the matters on which we represent the City of Lodi, nor do we anticipate that we will be impaired in any way from exercising our independent judgment in representing the City of Lodi.

Attached is a copy of Rule 3-310 of the Rules of Professional Conduct of the State Bar of California. Rule 3-310(C) provides that "A member shall not, without the informed written consent of each client . . . 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." Accordingly, we ask you to confirm that you consent on behalf of the City of Lodi to any potential conflict, and waive any actual conflict, that may arise out of this situation.

Should a conflict arise during the course of our engagement, we will endeavor to apprise you promptly. If you should become aware of any actual or potential conflict, we ask that you also advise us promptly so that we can assure a proper course of action.

Please review this letter carefully, and call me if you have any questions. You may want to seek independent counsel regarding this request, and of course you remain free to seek independent counsel at any time in the future

If you consent to our representation as described above, please have an officer or other authorized representative sign below and return the letter to me. Enclosed is an additional copy of the letter which you should retain for your records.

Very truly yours,

Margaret

Margaret R. Dollbaum

MRD/es
Enclosure

City of Lodi

By: _____

Title: _____

cc: Gregory D. Call
M. Kay Martin

20068\8001\573858.1

Printed from The State Bar of California website (www.calbar.ca.gov) on Tuesday, September 18, 2007
Location:

Rules of Professional Conduct

Rule 3-310. Avoiding the Representation of Adverse Interests

(A) For purposes of this rule:

(1) "Disclosure" means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;

(2) "Informed written consent" means the client's or former client's written agreement to the representation following written disclosure;

(3) "Written" means any writing as defined in Evidence Code section 250.

(B) A member 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; or

(2) The member knows or reasonably should know that:

(a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and

(b) the previous relationship would substantially affect the member's representation; or

(3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or

(4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.

(C) A member shall not, without the informed written consent of each client:

(1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or

(2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or

(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.

(D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

(E) A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

(F) A member shall not accept compensation for representing a client from one other than the client unless:

(1) There is no interference with the member's independence of professional judgment or with the client-lawyer relationship; and

(2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e); and

(3) The member obtains the client's informed written consent, provided that no disclosure or consent is required if:

(a) such nondisclosure is otherwise authorized by law; or

(b) the member is rendering legal services on behalf of any public agency which provides legal services to other public agencies or the public.

Discussion:

Rule 3-310 is not intended to prohibit a member from representing parties having antagonistic positions on the same legal question that has arisen in different cases, unless representation of either client would be adversely affected.

Other rules and laws may preclude making adequate disclosure under this rule. If such disclosure is precluded, informed written consent is likewise precluded. (See, e.g., Business and Professions Code section 6068, subdivsion (e).)

Paragraph (B) is not intended to apply to the relationship of a member to another party's lawyer. Such relationships are governed by rule 3-320.

Paragraph (B) is not intended to require either the disclosure of the new engagement to a former client or the consent of the former client to the new engagement. However, both disclosure and consent are required if paragraph (E) applies.

While paragraph (B) deals with the issues of adequate disclosure to the present client or clients of the member's present or past relationships to other parties or witnesses or present interest in the subject matter of the representation, paragraph (E) is intended to protect the confidences of another present or former client. These two paragraphs are to apply as complementary provisions.

Paragraph (B) is intended to apply only to a member's own relationships or interests, unless the member knows that a partner or associate in the same firm as the member has or had a relationship with another party or witness or has or had an interest in the subject matter of the representation.

Subparagraphs (C)(1) and (C)(2) are intended to apply to all types of legal employment, including the concurrent representation of multiple parties in litigation or in a single transaction or in some other common enterprise or legal relationship. Examples of the latter include the formation of a partnership for several partners or a corporation for several shareholders, the preparation of an ante-nuptial agreement, or joint or reciprocal wills for a husband and wife, or the resolution of an "uncontested" marital dissolution. In such situations, for the sake of convenience or economy, the parties may well prefer to employ a single counsel, but a member must disclose the potential adverse aspects of such multiple representation (e.g., Evid. Code, §962) and must obtain the informed written consent of the clients thereto pursuant to subparagraph (C)(1). Moreover, if the potential adversity should become actual, the member must obtain the further informed written consent of the clients pursuant to subparagraph (C)(2).

Subparagraph (C)(3) is intended to apply to representations of clients in both litigation and transactional matters.

In *State Farm Mutual Automobile Insurance Company v. Federal Insurance Company* (1999) 72 Cal.App. 4th 1422 [86 Cal.Rptr.2d 20], the court held that subparagraph (C)(3) was violated when a member, retained by an insurer to defend one suit, and while that suit was still pending, filed a direct action against the same insurer in an unrelated action without securing the insurer's consent. Notwithstanding State Farm, subparagraph (C)(3) is not intended to apply with respect to the relationship between an insurer and a member when, in each matter, the insurer's interest is only as an indemnity provider and not as a direct party to the action.

There are some matters in which the conflicts are such that written consent may not suffice for non-disciplinary purposes. (See *Woods v. Superior Court* (1983) 149 Cal.App.3d 931 [197 Cal.Rptr. 185]; *Klemm v. Superior Court* (1977) 75 Cal.App.3d 893 [142 Cal.Rptr. 509]; *Ishmael v. Millington* (1966) 241 Cal.App.2d 520 [50 Cal.Rptr. 592].)

Paragraph (D) is not intended to apply to class action settlements subject to court approval.

Paragraph (F) is not intended to abrogate existing relationships between insurers and insureds whereby the insurer has the contractual right to unilaterally select counsel for the insured, where there is no conflict of interest. (See *San Diego Navy Federal Credit Union v. Cumis Insurance Society* (1984) 162 Cal.App.3d 358 [208 Cal.Rptr. 494].) (Amended by order of Supreme Court; operative September 14, 1992; operative March 3, 2003.)

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CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Various Actions Needed to Participate in the San Joaquin County Enterprise Zone

MEETING DATE: November 7, 2007

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt Resolution: 1) Approving cost reimbursement contract with the Economic Development Association to develop an application for Enterprise Zone designation, and authorize the City Manager to execute the contract, which will not exceed $8,972; 2) Approving Letter of Commitment to economic development staffing at 35% of time in support of San Joaquin County Enterprise Zone; and 3) Approving Memorandum of Understanding for Multi-Agency Cooperation in the Implementation, Management and Marketing of the San Joaquin County Enterprise Zone.

All three actions are required for the City to participate in the Enterprise Zone.

BACKGROUND INFORMATION: On October 17, 2007, the City Council approved participation in the San Joaquin Enterprise Zone application. The recommendation actions specifically relate to implementation of the application process.

The State of California designated the Stockton/San Joaquin County Enterprise Zone in June of 1993. The designation was for 15 years and expires June 2008. The Zone is approximately 29 square miles in central and south Stockton including unincorporated areas of the County.

On June 19, 2007, the State released the application for Enterprise Zone designation. The application is due November 16, 2007. It will be a very competitive process with more than 30 applications for just eight available Zones. Over the last 14 years, the State has made many changes to the Enterprise Zone Program. These changes allow for what some have called **"super enterprise zones."** The City has been asked to participate in the San Joaquin County Enterprise Zone, which would include the cities of Lodi, Tracy, Lathrop, Manteca and Stockton, as well as unincorporated areas of San Joaquin County that are eligible.

Because of the short application period and wanting to secure the best available consultant to assist in the application, the County's Economic Development Association (EDA) Board of Directors authorized staff to enter into an agreement with Jack Faucett Associates (JFA). Jack Faucett Associates developed the Fresno County "Super Zone" application, which was the highest-rated application during the previous round of designations. The EDA Board granted its approval with the understanding that after a determination of which municipalities would be included in the application they would reimburse the EDA for the application costs on a pro-rated basis.

APPROVED: _____

Blair King, City Manager

Based on JFA recommendation, the County and cities identified a preliminary Zone application area that is 638 square miles and includes the cities of Lodi, Stockton, Tracy, Manteca, Lathrop, and San Joaquin County. The following preliminary budget shows how the Enterprise Zone application cost is being allocated between the cities and San Joaquin County. Calculations were determined by dividing the commercial and industrial area within each municipality's portion of the Enterprise Zone divided by the total commercial and industrial area in the entire Enterprise Zone expressed as a percentage. The chart below represents the industrial and commercial acreage in each municipality and their related percentage of the application costs.

Municipality	Acreage	Percentage	Estimated Costs
Stockton	9223	40.93%	$61,395
Lodi	1347	5.98%	$8,972
Manteca	830	3.68%	$5,525
Tracy	1704	7.57%	$11,347
Lathrop	3969	17.62%	$26,426
Unincorporated	5458	24.22%	$36,335
Total	22531	100%	$150,000

Part of the application process requires the City Council to commit staffing to the San Joaquin County Enterprise Zone. Accordingly, the City must provide a letter of commitment, signed by the Mayor, to the California Department of Housing and Community Development, which selects the Zones. The City Council also must approve a Memorandum of Understanding with the other cities and county, in which Lodi commits to provide staffing to the Enterprise Zone.

Lodi currently does not have the staff needed to carry out the marketing and business attraction functions required to participate in the San Joaquin County Enterprise Zone. The City, however, is making the commitment to hire an Economic Development Coordinator if the application is successful, and devote 35 percent of that person's time to the Zone.

Attached is the Resolution, the Memorandum of Understanding and the commitment letter for the Mayor's signature.

FISCAL IMPACT: The cost of preparing the application is $8,972. The costs of implementation of the Enterprise Zone are not fully estimated but will include $23,024 per year for Enterprise Zone administration paid to the County and approximately $30,000 for Lodi Economic Development staff support. The cost of local incentives are not known.

FUNDING AVAILABLE: Economic Development budget.

_____

Blair King
City Manager

Attachments

RESOLUTION NO. 2007-____

RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING APPLICATION TO STATE OF CALIFORNIA FOR SAN JOAQUIN COUNTY ENTERPRISE ZONE, APPROVING ENTERPRISE ZONE LETTER OF COMMITMENT; AND APPROVE MEMORANDUM OF UNDERSTANDING FOR MULTI-AGENCY COOPERATION

==========

WHEREAS, the City of Lodi and other public entities are submitting a joint application for a California Enterprise Zone, to be known as the San Joaquin County Enterprise Zone, to the California Department of Housing and Community Development (the Department) on or before November 16, 2007;

WHEREAS, the City of Lodi finds that the application area within the City of Lodi is a depressed area and that designation of the area as an Enterprise Zone is necessary in order to attract private sector investment to the application area;

WHEREAS, the City of Lodi authorizes an application for Enterprise Zone designation;

WHEREAS, the City of Lodi authorizes and supports job development, job creation, and economic development;

WHEREAS, the City of Lodi authorizes that staffing shall be made available to maintain record-keeping, monthly updates on zone activities, and to discuss these activities with program auditors;

WHEREAS, the City of Lodi shall develop a self-evaluation process to measure its progress in meeting its goals and objectives and this process shall be submitted to the Department for review, approval and inclusion in the Memorandum of Understanding (MOU) prior to Final Designation;

WHEREAS, the City of Lodi agrees to complete all actions stated within the application that apply to its jurisdiction should the proposed Enterprise Zone be awarded designation; and

WHEREAS, the Lodi City Manager is authorized to sign the application, the MOU and other documents necessary for the implementation of the Enterprise Zone;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi that the City is committed to the designation, implementation, and operation of the San Joaquin County Enterprise Zone, and further authorizing the City Manager to take actions required to provide for a successful application.

Dated: November 7, 2007

==========

I hereby certify that Resolution 2007-____ was passed and adopted by the Lodi City Council in a regular meeting held on November 7, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-____

MEMORANDUM OF UNDERSTANDING FOR MULTIAGENCY COOPERATION IN THE IMPLEMENTATION, MANAGEMENT AND MARKETING OF THE SAN JOAQUIN COUNTY ENTERPRISE ZONE

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and executed this 8th day of November, 2007 (the "Effective date") by and between the cities of Stockton, Lodi, Manteca, Lathrop and Tracy, municipal corporations of the State of California (hereinafter referred to as "CITIES"), the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the San Joaquin Partnership, a non-profit economic development corporation.

WITNESSED

WHEREAS, the existing Stockton/San Joaquin County Enterprise Zone has contributed substantially to the economic development and social advancement of portions of the City of Stockton and the COUNTY since 1993, but is expiring in 2008;

WHEREAS, the CITIES and COUNTY are applying for an Enterprise Zone designation by the State of California in the 2007/2008 application round in order to bring Enterprise Zone benefits to four more cities (Lathrop, Lodi, Manteca and Tracy) and a wider area of San Joaquin County (French Camp, Linden and Thornton).

WHEREAS, the implementation, management and marketing of an Enterprise Zone upon designation is a long-term (15-year) partnership between local governments, business organizations and businesses;

WHEREAS, the successful implementation of an Enterprise Zone Program requires a strong commitment and cooperation by the all of the program participants in support of job development, job creation and economic development;

WHEREAS, the purpose of the California State Enterprise Zone Program is to stimulate business and industrial growth in depressed areas of the state, help attract business to the state, help retain and expand business and industry, and create increased job opportunities for all Californians;

WHEREAS, the parties of this MOU acknowledge they need the Enterprise Zone Program to improve economic conditions and overall quality of life within the territory of the five participating cities and in the unincorporated area of San Joaquin County;

NOW, THEREFORE, CITIES, COUNTY, and San Joaquin Partnership agree as follows:

ARTICLE I

DEFINITIONS

A. "Comprehensive Marketing Strategy" is a component of the Marketing Strategy and Plan section of the Economic Development Plan.

B. "Department" is the California Department of Housing and Community Development.

C. "Economic Development Plan" is a part of the Enterprise Zone application consisting of eight sections, including the "Marketing Strategy and Plan" and the "Job Development, Vouchering Plan and Vouchering Fee Remittance Plan."

D. "Employment and Economic Development Department" or "EEDD" is a COUNTY department under the jurisdiction of the San Joaquin County Board of Supervisors, and is the administrative entity for the Workforce Investment Board dbaWorkNet, the Economic Development Association, and Revolving Loan Fund.

E. "Enterprise Zone Advisory Committee" or "Committee" is a body comprised of the Zone Manager, and designees from the COUNTY, the five participating CITIES, EEDD, San Joaquin Partnership and other stakeholders as needed. The Committee reviews ongoing Zone program activities, including regular self-evaluation, and makes policy recommendations to the Zone Manager and to all Zone jurisdictions and economic development partners.

F. "Job Development Plan" is the component of the Economic Development Plan that details how the zone will target employee screening, training, and job-linkage services.

G. “Vouchering Fee Remittance Plan” is the component of the Economic Development Plan that details how the Zone will process, manage and report voucher application fees.

H. "Vouchering Plan” is the component of the Economic Development Plan that identifies the process for verifying and determining the validity of claims, storage of documents and tracking of categories of eligibility for vouchers.

I. “Zone” means the San Joaquin County Enterprise Zone.

J. “Zone Manager” is an employee of the COUNTY Employment and Economic Development Department who is the overall leader and administrator of the Zone.

ARTICLE II

ROLES OF PARTICIPATING AGENCIES

A. <u>COUNTY OF SAN JOAQUIN</u>

1. The COUNTY has prepared a Letter of Commitment (Exhibit 1 to this Memorandum) delineating the resources made available by the County of San Joaquin for the implementation of the Zone Program.

2. The Zone Manager shall be an employee of the COUNTY Employment and Economic Development Department. The Zone Manager shall be in charge of the overall coordination of all programs and activities of the Enterprise Zone. The Zone Manager shall work with the Zone Coordinators of the COUNTY and of each participating CITY, the president & chief executive of the San Joaquin Partnership, and other economic development partners to ensure the successful implementation of all of the components of the Enterprise Zone Economic Development Plan, periodically review the achievement of the goals of the Enterprise Zone, and verify compliance with the reporting requirements to the State and all the members of the Enterprise Zone.

3. The COUNTY Administrator shall appoint an Enterprise Zone Coordinator who shall be the primary local marketing agent for the Zone in the unincorporated area of San Joaquin County, including the communities of Thornton, Linden and French Camp.

The COUNTY Zone Coordinator shall be the main source of all relevant information relating to the Zone in the unincorporated area requested by the business community, the public and residents wishing to participate in the Zone Program.

4. The COUNTY may develop its own local marketing programs designed to promote economic development and job creation opportunities, focusing particularly on the unincorporated area of the County.

5. The COUNTY and the participating CITIES agree that the lead agency for the internal marketing programs of the Zone shall be the COUNTY Economic Development Association (hereinafter "EDA"). Subject to oversight by the Enterprise Zone Advisory Committee, the EDA shall lead implementation of the business retention and expansion elements of the Marketing Strategy and Plan, with supporting implementation by the COUNTY, all participating CITIES and economic development partners. To the greatest extent practicable, the EDA shall coordinate its Zone internal marketing activities with the San Joaquin Partnership, which shall handle the Zone's overall external marketing activities.

6. The COUNTY and CITIES agree that EEDD shall implement the Job Development Plan, Vouchering Plan and the Voucher Fee Remittance Plan. The COUNTY and CITIES agree that the EEDD shall be the Vouchering Agent in charge of managing the issuance of vouchers to Zone program participants. EEDD shall also be responsible for retention of voucher-related records for the life of the Zone plus ten years.

7. The Zone Manager, or his/her agent within the EEDD, shall process and remit directly to the Department by the 25th day on the State's Monthly Form all of the $10.00 voucher application fees collected on behalf of the Department during the preceding month. The Zone Manager, or his/her agent within the EEDD, shall provide copies of said completed monthly remittance forms to the Enterprise Zone Advisory Committee.

8. The COUNTY Zone Coordinator and the EEDD Administrator shall each contribute a monthly progress report of Zone-related activities to the Zone Manager for inclusion with the required monthly reports to the Department.

9. The COUNTY Zone Coordinator and EEDD Administrator shall each submit to the Zone Manager a self-evaluation of performance of its Zone activities at least once per year for inclusion with the Zone annual report.

B. PARTICIPATING CITIES IN THE COUNTY OF SAN JOAQUIN

1. Each participating CITY has prepared a Letter of Commitment (Exhibits 2 through 6 to this Memorandum) delineating the resources being contributed to the implementation of the Zone program.

2. Each participating CITY shall appoint an Enterprise Zone Coordinator who shall be the primary local marketing agent for the Zone in each CITY. The City Zone Coordinator shall be the main source of all relevant information relating to the Zone in that CITY requested by the business community, the public and residents wishing to participate in the Zone Program.

3. Each CITY may develop its own local marketing programs designed to promote economic development and job creation opportunities in each CITY.

4. Each CITY Zone Coordinator shall contribute a monthly progress report of Zone-related activities to the Zone Manager for inclusion with the required monthly reports to the Department.

5. Each CITY Zone Coordinator shall submit to the Zone Manager a self-evaluation of performance of its Zone activities at least once per year for inclusion with the Zone annual report.

C. SAN JOAQUIN PARTNERSHIP

1. The San Joaquin Partnership (hereinafter “PARTNERSHIP”), a non-profit economic development corporation, has prepared a Letter of Commitment (Exhibit 7 to

this Memorandum) delineating the resources being contributed to the implementation of the Zone program, particularly the Marketing Strategy and Plan.

2. The COUNTY and the participating CITIES agree that the PARTNERSHIP shall implement the external marketing and business attraction elements of the regional marketing program of the Zone. Subject to oversight from the Enterprise Zone Advisory Committee, the PARTNERSHIP shall lead implementation of the external marketing and business attraction elements of the Marketing Strategy and Plan, with supporting implementation by the COUNTY, all participating CITIES and other economic development partners. To the greatest extent practicable, the PARTNERSHIP shall coordinate its Zone external marketing activities with the EDA, which shall handle the Zone's overall internal marketing activities.

3. The PARTNERSHIP agrees to integrate the Zone program into existing and future programs, including its Strategic Plans.

4. The PARTNERSHIP shall contribute a monthly progress report on its Zone activities to the Zone Manager for inclusion with the required monthly reports to the Department.

5. The PARTNERSHIP shall submit to the Zone Manager a self-evaluation of performance of its Zone activities at least once per year for inclusion with the Zone annual report. The Economic Development Plan details how the PARTNERSHIP shall self-evaluate its performance. Subject to oversight by the Enterprise Zone Advisory Committee, the PARTNERSHIP shall revise the external marketing and business attraction elements of the Comprehensive Marketing Strategy, Annual Marketing Plan and other marketing components of the Economic Development Plan in accordance with the findings of the self-evaluation.

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ARTICLE III

ENTERPRISE ZONE PROGRAM FINANCING

A. The State of California, in granting the Enterprise Zone designation, does not provide funding for the implementation of the Enterprise Zone program. Funding of the Enterprise Zone program requires the commitment of all local participating jurisdictions for the duration of the enterprise zone designation (15 years). The governing body of each participating agency has approved a letter of commitment (Exhibits 1 through 7 to this Memorandum) detailing the resources being committed for the marketing and operation of the Enterprise Zone program.

B. Aside from the participating agencies' staff and financial resources being committed, the Zone shall generate additional revenue from a surcharge to the $10.00 fee already required by the State for the issuance of vouchers. EEDD currently issues vouchers for the existing zone and proposes the same initial fee of $75.00 per voucher application. Of the $75.00 voucher application fee, $10.00 would go to the State and $65.00 EEDD will use to mitigate the costs to issue vouchers, recordkeeping, fee remittance, record storage and retrieval and other direct and indirect costs associated with issuing Vouchers. With the concurrence of the Zone Advisory Committee, EEDD shall amend the voucher application fee as permitted by State Law and Enterprise Zone Regulations.

ARTICLE IV

CITIES AND COUNTY OVERSIGHT

A. An Enterprise Zone Advisory Committee comprised of the Zone Manager, and designees from the COUNTY, the five participating CITIES, EEDD, the San Joaquin Partnership and other stakeholders, as needed, shall review ongoing program activities and make policy recommendations. The Committee shall oversee self-evaluation of the Zone's Economic Development Plan, among other functions. The Committee shall hold at least one Zone self-evaluation meeting per year in order to assess progress in

attaining performance benchmarks and other goals and, as necessary, revise Economic Development Plan strategies.

B. The CITIES, the PARTNERSHIP, the COUNTY Zone Coordinator and EEDD shall assist the Zone Manager in the preparation of monthly, annual and other reports required by the State of California by providing the Zone Manager with monthly accountings of Zone-related activities and performance. The Zone Manager shall submit all reports to the Department. The Zone Manager shall provide copies of all reports submitted to the Department to the City Zone Coordinators, the President and CEO of the PARTNERSHIP, the COUNTY Zone Coordinator and the EEDD Administrator.

C. Each participating CITY has the responsibility to ensure that all aspects of the Enterprise Zone comply with State Law for transactions occurring in the respective incorporated jurisdictions of each participating CITY. The COUNTY has the responsibility to ensure that all aspects of the Enterprise Zone comply with State Law for transactions occurring in the unincorporated area of the COUNTY.

IN WITNESS WHEREOF, parties hereto have executed this MOU in San Joaquin County, State of California, on the date set forth above.

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COUNTY OF SAN JOAQUIN, a Political Subdivision of the State of California ("COUNTY")

By:_____
Chairman
Board of Supervisors

ATTEST:
Clerk to the Board of Supervisors

By:_____

APPROVED AS TO LEGAL FORM:
County Counsel

By:_____

CITY OF LATHROP, a Municipal Corporation of the State of California

By:_____
Mayor
CITY OF LATHROP

APPROVED AS TO LEGAL FORM:
City Attorney
CITY OF LATHROP

By:_____

ATTEST:
Clerk to the City of LATHROP

By:_____

CITY OF LODI, a Municipal Corporation of the State of California

By:_____
Mayor
CITY OF LODI

APPROVED AS TO LEGAL FORM:
City Attorney
CITY OF LODI

By:_____

ATTEST:
Clerk to the City of LODI

BY:_____

CITY OF MANTECA, a Municipal Corporation of the State of California

By:_____
Mayor
CITY OF MANTECA

APPROVED AS TO LEGAL FORM:
City Attorney
CITY OF MANTECA

By:_____

ATTEST:
Clerk to the City of MANTECA

By:_____

CITY OF STOCKTON, a Municipal Corporation of the State of California

By: _____
Mayor
CITY OF STOCKTON

APPROVED AS TO LEGAL FORM:
City Attorney
CITY OF STOCKTON

By:_____

ATTEST:
Clerk to the City of STOCKTON

By:_____

CITY OF TRACY, a Municipal Corporation of the State of California

By: _____
Mayor
CITY OF TRACY

APPROVED AS TO LEGAL FORM:
City Attorney
CITY OF TRACY

By:_____

ATTEST:
Clerk to the City of TRACY

By:_____

SAN JOAQUIN PARTNERSHIP

By:_____
Michael E. Locke,
President & CEO,
SAN JOAQUIN PARTNERSHIP

On following pages: EXHIBITS 1 – 7
Letters of Commitment
TO BE ATTACHED AFTER APPROVAL BY EACH PUBLIC ENTITY/ORGANIZATION

Exhibit 1: Letter of Commitment from County
Exhibits 2-6: Letters of Commitment from Cities
Exhibit 7: Letter of Commitment from San Joaquin Partnership

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CITY COUNCIL
BOB JOHNSON, Mayor
JOANNE MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
SUSAN HITCHCOCK
PHIL KATZAKIAN

CITY OF LODI

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www.lodi.gov cityclerk@lodi.gov

BLAIR KING, City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

November 8, 2007

Mr. Frank Luera, Interim Manager
Enterprise Zone Program
California Department of Housing and Community Development
1800 Third Street, Suite 390
Sacramento, CA 95814

RE: LETTER OF COMMITMENT TO SAN JOAQUIN COUNTY ENTERPRISE ZONE

The City of Lodi (hereinafter "City") is a general law city incorporated under California law. The City has jurisdiction over a portion of the proposed San Joaquin Valley Enterprise Zone (hereinafter "Zone") and has heretofore resolved to be an applicant for the Zone. The City is separately entering into a Memorandum of Understanding that defines the respective roles of the participating cities, the County of San Joaquin, and other Zone program participants. This Letter of Commitment contains specific commitments that the City will make solely to the designation, implementation, and operation of the proposed Zone.

I. Commitments of Staff Time

The City commits two staff member to the Enterprise Zone project.

If the Zone's application is successful, the City will hire a new Economic Development Coordinator and will dedicate 35% of his or her time to the project at an annual value of approximately $37,000, including $28,000 in salary and $9,000 in benefits. He or she shall be the Zone manager for the City of Lodi. His or her tasks to be completed in support of the Zone will be to conduct marketing for the Zone and to undertake business expansion, attraction, and retention activities for the Zone. This will be a new position. The City Manager will have the discretion to designate a staff liaison to fast-track economic development projects within the Zone.

Second, Rob Lechner, Manager of Customer Services and Programs with Lodi Electric Utility, will dedicate 20% of his time to the project at an annual value of $26,000, including $19,000 in salary and $7,000 in benefits. His tasks to be completed in support of the Zone will be the Lodi Electric Utility's key account representative assigned to businesses located within the Enterprise Zone.

II. Commitments of Other Services and Supplies

The City also commits the following to the Zone program:

San Joaquin County Enterprise Zone: The City commits $23,024 per year to the San Joaquin County Enterprise Zone for zone administration, job development, and marketing.

San Joaquin Partnership Dues: The City commits $35,000 per year to the San Joaquin Partnership for Zone marketing and business attraction.

Professional Consultant Services: The City is currently committing $250,000 for professional consultant services toward the creation of a Redevelopment Project Area that will include the Enterprise Zone.

Other Advertising & Marketing: The City commits an annual value of $125,000 to fund a broad range of business and marketing organizations, including the Lodi Downtown Business Partnership, the Lodi Conference and Visitors Bureau, and the Lodi Chamber of Commerce, that promote the region, including the Enterprise Zone.

Office Equipment & Maintenance: The City commits an annual value of $1,500 to office equipment and maintenance. Such value represents the portion of City computer systems, telephones, fax and copy machines, devoted to Zone affairs.

Office Supplies: The City commits an annual value of $20,000 to office supplies. Such value represents the cost of paper, stationery, envelopes, and other supplies consumed for Zone affairs.

Telecommunications: The City commits an annual value of $1,500 to cover telephone, and internet expenses related to Zone affairs.

Eligibility for Solar Rebates: The City has committed $6 million over 10 years in rebates for Solar Energy projects. Businesses within the Enterprise Zone will be eligible for rebates.

Reduced Electricity Rates: The Lodi Electric Utility's rates for industrial users is, on average, 30% less than the adjacent investor-owned utility, and available to businesses locating within the Enterprise Zone.

III. Total Contributions

The total direct annual value of the contributions of the City of Lodi to the Zone shall be $144,024. Additionally, the City of Lodi is currently committing $375,000 for consultant services and marketing for regional benefit that includes the Enterprise Zone. The City of Lodi acknowledges that its direct commitment is an annual commitment for the life of the Zone.

The City Council of the City of Lodi has approved this Letter of Commitment as an attachment to a Resolution. The City Manager is directed to transmit this Letter of Commitment with the Enterprise Zone application.

Sincerely,

Bob Johnson
Mayor, City of Lodi

BJ/jh

AGENDA ITEM **E-16**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution approving the 2007 Annual Review of the Reynolds Ranch Development Agreement

MEETING DATE: November 7, 2007

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Review the status of the Reynolds Ranch Development Agreement and adopt a Resolution making the determination that the San Joaquin Valley Land Company is in compliance with the 2007 annual review of the Development Agreement as executed on October 6, 2006.

BACKGROUND INFORMATION: As required by the California Government Code that governs development agreements, this report represents the first annual review to measure the compliance and progress of the development agreement by and between the City of Lodi and the San Joaquin Valley Land Company LLC (hereafter referred to as Landlord). As described in Section 14 of the development agreement, an annual review of the agreement shall occur either within the same month each year as the month in which the agreement is executed or the month immediately thereafter. This agreement was executed on October 6, 2006, and therefore, the annual review is due. The document was reviewed by the Planning Commission on October 24,2007 and found to be in compliance.

ANALYSIS

As of the date of this first annual update, the Landlord has not pulled any residential building permits or used any of his housing allocations. Significant engineering and site work has been complete and continues with respect to the office building of Blue Shield of California and the entire supporting infrastructure.

Blue Shield of California has executed and recorded the "transfer of Assignment" for their 20.5 Acre parcel of the 220 Acre Reynolds Ranch Master Plan. Blue Shield closed escrow on the property from San Joaquin Valley Land Company, on June 25, 2007. Their building plans are currently undergoing plan check. Site work has included the finished grading. SPARC approval for the office building was granted on July 16, 2007. Blue Shield is targeting completion of the building on October of 2008. Anticipated move in date is fourth quarter of 2008.

Reynolds Ranch has begun phase one site improvements which provide realignment of the frontage road and the backbone utilities for the majority of the project area including Blue Shield. Phase two includes a detailed development plan and supporting engineering. This work is anticipated to start before the end of the year and commence by the end of 2009. Anticipated ground breaking for the retail portion of Phase two would be the third quarter of 2008.

APPROVED: _____

Blair King, City Manager

The Landlord has acknowledged the requirement to complete an annual review of this development agreement and has provided evidence to the Community Development Director and/or designated staff to demonstrate good faith compliance with this agreement. Staff and Landlord have developed a matrix to account for the multiple obligations and intend to use this matrix for the life of the DA (See attached).

FISCAL IMPACT

This proposed Development Agreement annual review is revenue neutral. Preparation of this report and related efforts are subject to reimbursement by the Landlord in accordance with the City's schedule of fees and billing rates in affect at the time of review.

FUNDING AVAILABLE: None required.

_____

Randy Hatch, Community Development Director

Attachments: 1) Reynolds Ranch Development Agreement Compliance Report
2) Planning Commission Recommended Resolution P.C. 07-32

RH/dm/kjc

DA Annual Progress Report for Reynolds Ranch

Development Agreement Obligations	2007	2008	2009	2010	2011
6. Use of Property.					
6.1 Vested Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, the City's existing policies, standards and ordinances (except as expressly modified by this Section 6.1 and Section 8.3) and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement. Notwithstanding the vested rights granted herein, Landowner agrees that the following obligations, which are presently being developed, shall apply to development of the Property:					
6.1.1 Payment of a development fee for a proportionate share of the cost of the Highway 99 overpass at Harney Lane.					
6.1.2 Payment of Agricultural Land Mitigation fee, as identified in Mitigation Measure 3.7.2, pursuant to the ordinance and/or resolution to be adopted by the City of Lodi. The Parties agree that Landowner may satisfy this obligation through compliance with the obligation set forth in Section 2B of the Settlement Agreement assuming the obligation in Section 2B remains in force and effect.					
6.1.3 Payment of Electric Capital Improvement Mitigation fee (see Section 6.4.10) pursuant to the ordinance and/or resolution to be adopted by the City of Lodi. The fee for the first 150 Planned Residential Low Density residential units shall be the fee in effect as of the Effective Date of this Agreement. All other residential units, commercial and office development shall pay the fee in effect at the time the fee is collected.					
6.1.4 Payment of development fee for proporionate share of the costs of the of designing and constructing a water treatment system and/or percolation system for treatment of water acquired from Woodbridge Irrigation District (see Section 6.4.7) pursuant to the ordinance an/or resolution to be adopted by the City of Lodi.					
With regards to the fees identified in Sections 6.1.1, 6.1.2, 6.1.3, and 6.1.4 and these fees only, Landowner hereby consents to their imposition as conditions of approval on any discretionary or ministerial land use entitlement subsequently granted by the City including bu not limited to issuance of building permits. City agrees that the fees payable by the Landowner pursuant to Sections 6.1.1, 6.1.2, 6.1.3 and 6.1.4 shall be adopted in conformance with applicable law, and shall apply uniformly to all new development on properties within the City that are zoned consistent with the Project Approvals, or apply uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing circumstances.					
Except for the fees identified in this Agreement including but not limited to the Project Approvals, Sections 6.1.1, 6.1.2, 6.1.3, 6.1.4 and 8.3, no other subsequently enacted development or capital fee shall be imposed as a condition of approval on any discretionary or ministerial decision. The Parties acknowledge and agree that the fees applicable to the development pursuant to the Project Approvals and this Agreement may be increased during the term of this Agreement provided that the increased fees are adopted in conformance with applicable law, apply uniformly to all new development on properties within the City that are zoned consistent with the Project Approvals, or apply uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing circumstances.	SJVLC sold a 20.5 acre parcel to Blue Shield of California in June, 2007. It is SJVLC's understanding that the fees as outlined above will be paid pursuant to this Section 6.1, for their respective development.				
6.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on--site and off site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit B-1 and Exhibit B-2.					
Landowner acknowledges that the Project Approvals anticipate a mixed-use project that includes office, retail, commercial, residential, public/quasi-public, open space, and park uses as proposed by the Landowner. Landowner and City agree that the mix of land uses proposed, including specifically the office development for Blue Shield and the retail development, are necessary to provide an appropriate mix of land uses to promote economic development, a jobs-housing balance and public welfare for the residents of the projec and the City and that the public benefits required of the Landowner in this Agreement are established at their identified level based upon the existence of that balance. With regards to the property designated in the Project Approvals for office and commercial development, Landowner agrees that during the term of this Agreement Landowner will not request and/or pursue a general plan amendment or zone change to authorize any other type of land use on the office and commercial properties without first obtaining the consent of the City which the City may, in its sole and absolute discretion, withhold. The obligation set forth in this paragraph shall terminate as to the office p					
6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations. Landowner and City intend that, except as otherwise expressly provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives approved by the City Council or the electorate that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses or the right to receive public services as set forth in the Project Approvals; provided however, Landowner shall be subject to rules, regulations or policies adopted as a result of changes in federal or state law (as provided in Section 7.3) which are or have been adopted on a uniformly applied, City-wide or area-wide basis, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by the changes in federal or state law.					
6.3.1 Allocations Under City Growth Management Program					
a. Allocations Required Prior to Map Approval					
Consistent with the City's Growth Management Program, which shall apply to the Project, except as otherwise provided herein, no tentative map for any portion of the Property shall be issued until such time as Landowner has obtained allocations for each residential unit within the area covered by such map, consistent with the Growth Management Ordinance (Ordinance 1521), codified as Section 15.34 of the City of Lodi Municipal Code.					
b.Schedule of Allocation of Residential Units					
The following schedule of residential unit allocations shall apply to the Project.					

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Development Agreement Obligations	2007	2008	2009	2010	2011
(i) Initial Allocation:					
As of the Effective Date of this Agreement, the following number of residential units shall be initially allocated to the Project from the City's reserve of unused allocations ("Initial Allocation"):	The allocations granted above have not been used at this time. It is anticipated that they will be used in 2009.				
150 low density units (Planned Residential Low Density)					
200 high density units.					
Except for the requirement set forth in Section 6.3.1(a) above the Initial Allocation shall be exempt from the provisions of the Growth Management Ordinance and Resolutions 91-170 and 91-171 (timing and point system requirements).					
(ii) Subsequent Annual Allocations:					
As of the Effective Date of this Agreement, Landowner shall be entitled to apply for future annual allocations in three-year increments, and on a rolling basis. Provided that Landowner otherwise complies with the City's Growth Management Program, Landowner shall be entitled to annual allocations ("Annual Allocations") under the Program for seventy-three (73) Planned Residential low density residential units, each year, for eight (8) years after the Effective Date or for the term of this Agreement including any extension thereto granted pursuant to Section 5.2. The total number of Planned Residential low density allocations granted hereunder shall be limited to the number of Planned Residential low density units approved in the Project Approvals. The use of such allocations shall be restricted to the year for which such allocations were made, consistent with the Growth Management Ordinance.					
Landowner is not required to apply for such allocations on an annual basis. Landowner may instead comply with all development plan and related requirements under the Growth Management Ordinance and Resolutions 91-170 and 91-171 every third year, at which time Landowner may apply for allocations for the next three-year period. After the expiration of the year for which an Annual Allocation was issued to Landowner, Landowner may submit a request and be issued by the City another Annual Allocation, such that Landowner may maintain, on a rolling basis, a number of allocations equal to three Annual Allocations. Except for allowing the Landowner this flexibility in terms of the number of years for which Landowner may apply, all requests for Annual Allocations must otherwise comply with the Growth Management Ordinance and Resolutions 91-170 and 91-171.					
The requirement that Landowner apply for Annual Allocations does not alter the vested rights of the Project, specifically as to the General Plan and zoning designation of the Project.					
(c) Growth Management Ordinance in full force and effect:					
Except where otherwise specifically stated herein, nothing in this section 6.3.1 is intended to modify in any way the City's Growth Management Program, including its exemptions under Section 15.34.040 (e.g., for commercial and industrial projects, and senior citizen housing).					
Section 6.3.2 Future Growth Control Ordinances/Policies, Etc.					
(a) One of the specific purposes of this Agreement is to assure Developer that, during the term of this Agreement no growth-management ordinance, measure, policy, regulation or development moratorium of City adopted by the City Council or by vote of the electorate after the Effective Date of this Agreement will apply to the Property in such a manner so as to the reduce the density of development , modify the permissible uses, or modify the phasing of the development as set forth in the Project Approvals.					
(b) Therefore, the parties hereto agree that, except as otherwise expressly provided in the Project Approvals, Sections 6.1, 6.3.1 or 6.4 or other provision of this Agreement which expressly authorize City to make such pertinent changes, no ordinance, policy, rule, regulation, decision or any other City action, or any initiative or referendum voted on by the public, which would be applicable to the Project and which would affect in any way the rate of development, construction and build out of the Project, or limit the Project's ability to receive any other City service shall be applicable to any portion of the Project during the term of this Agreement, whether such action is by ordinance, enactment, resolution, approval, policy, rule, regulation, decision or other action of City or by public initiative or referendum.					
(c) City, through the exercise of either its police power or its taking power, whether by direct City action or initiative or referendum, shall not establish, enact or impose any additional conditions, dedications, fees or other exactions, policies, standards, laws or regulations, which directly relate to the development of the Project except as provided in Sections 6.1, 6.3.1, or 6.4 herein or other provision of this Agreement which expressly allows City to make such changes. Nothing herein prohibits the Project from being subject to a (i) City-wide bond issue, (ii) City-Wide special or general tax, or (iii) special assessment for the construction or maintenance of a City-wide facility as may be voted on by the electorate or otherwise enacted; provided that such tax, assessment or measure is City-wide in nature, does not discriminate against the land within the Project and does not distinguish between developed and undeveloped parcels.					
(d) This Agreement shall not be construed to limit the authority of City to charge processing fees for land use approvals, public facilities fees and building permits as they relate to plumbing, mechanical, electric or fire code permits, or other similar permits and entitlements which are in force and effect on a city-wide basis at the time those permits are applied for, except to the extent any such processing regulations would be inconsistent with this Agreement.					
(e) Notwithstanding subdivision (b), the City may condition or deny a permit, approval, extension, or entitlement if it determines any of the following:					
(1) A failure to do so would place the residents of the Project or the immediate community, or both, in a condition dangerous to their health or safety, or both.					
(2) The condition or denial is required in order to comply with state or federal law (see Section 7.3). .					
Landowner shall pay a fee based on the proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired by the City from the Woodbridge Irrigation District. Landowner shall pay the fee as required under the fee program to be development by the City, but in no event later than when water service connection for each residential, office and commercial unit is provided.					
6.4 Additional Conditions.					

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Development Agreement Obligations	2007	2008	2009	2010	2011
6.4.1 Timing of Dedications and Improvements of Parks Landowner agrees to dedicate park land and complete construction of all the park improvements as described and set forth in the Project Approvals at its sole cost and expense. Landowner shall be entitled to a credit against any applicable Quimby Act fees or land dedication requirments for the value of any improvements constructed or equipment installed with the parks on the Property. The phasing of such improvements shall be in compliance with the Phasing Schedule attached hereto as Exhibit H.					
6.4.2. Rehabilitation of Fifty Existing Residential Units					
Landowner agrees that within eight years of the Effective Date of this Agreement, Landowner shall either rehabilitate or pay the costs up to a total of $1,250,000 of rehabilitating fifty single-family or multi-family residential units within the area bounded by the Union Pacific railroad tracks, Cherokee Lane, Kettleman Lane and Lockford Street. To satisfy this obligation, Landowner may pay to rehabilitate residential units owned by others or may purchase, rehabilitate and sell or rent said residential units. The City shall have the right to approve the residential units selected for rehabilitation; said approval shall not be unreasonably withheld by the City.					
The improvements required herein to facilitate rehabilitation of residential units may include landscaping, painting, roof repair, replacement of broken windows, sidewalk repairs, non-structural architectural improvements, and demolition and reconstruction of residential units. All work performed pursuant to this section shall be done pursuant to properly issued building permits as required by City of Lodi ordinances. As part of the annual review required pursuant to Section 13, Landowner shall report on work completed during the prior year towards meeting the obligations set forth in this paragraph.					
In the event that Landowner has not satisfied this obligation within eight years from the Effective Date, Landowners shall pay the City twenty-five thousand dollars ($25,000) per residential unit for each of the fifty (50) units that have not been rehabilitated as set forth above. The funds paid shall be placed in a dedicated city fund to be used for housing rehabilitation grants or loans within the area specified hereinabove.	No actual rehabilitation work has been completed as of this date. Several discussions have taken place with City staff and Loel Center representatives in regards to possible rehabilitation and redevelopment projects to meet this condition. Offers have been made to specific property owners to purchase their property, however none of those have resulted in a purchase as of this date. SJVLC fully intends to satisfy this obligation by performance and not paying the fee.				
6.4.3. Payment of Downtown Impact Fee					
Prior to issuance of building permits for any commercial development with the Project, Landowner shall pay a Downtown Impact Fee of sixty cents (0.60) per gross square foot of General Retail Commercial development or four dollars and fifty cents ($4.50) per square foot of "Big Box Retail Use" as defined in the Final EIR for the Reynolds Ranch Project to the City for use by the City as rehabilitation grant or loan funding for businesses within "Downtown" area of Lodi, defined as the area described in the June 1997 Downtown Development Standards and Guidelines plus the Pine Street Corridor extending to Washington Street. The funds provided pursuant to this section may only be used by the City for grants or loans to business owners within the "downtown" area for capital improvements to their properties. The grants or loans provided through this funding shall be made available for disbursement beginning January 1, 2010. City shall administer the grant or loan program and shall be solely responsible for disbursement of funds to recipients.					
As an alternative method to satisfy the obligation set forth in this section, Landowner may provide capital improvements (including, but not limited to enhancements to the building architecture) to a commercial building or commercial buildings owned or rented by Landowner within the Downtown area. In the event that Landowner completes capital improvements to a commercial building or commercial buildings it owns or rents within the Downtown area prior to January 1, 2010, Landowner shall be entitled to a refund of the funds it has paid pursuant to this section up to the lesser of the value capital improvements constructed or the funds paid to date. Landowner shall not be entitled to a credit for architectural, engineering, permit fees or other soft costs related to the capital improvements.	SJVLC has purchased real property including a commercial building within the Downtown area, and anticipates satisfying this condition by improving or redeveloping it.				
6.4.4					
Payment of Utility Exit Fees The Lodi Electric Utility is a city-owned and operated utility that provides electrical utility services for residential, commercial and industrial customers in Lodi. As the proposed project sites would be annexed to the City of Lodi, the Lodi Electric Utility would provide electrical utility services to the project sites. To the extent that Landowner is assessed "exit fees," also known as "Cost Responsibility Surcharges," by Pacific Gas & Electric for its departing load, Landowner shall pay said fees when they are due. Landowner may, at its option and at its own cost, request a Cost Responsibility Surcharge Exemption from the California Energy Commission for any qualified departing load pursuant to Title 20, California Code of Regulations, Section 1395, et. Seq. Forms for the exemption are available on-line at http://www.energy.ca.gov/exit_fees/documents/2004-02-18_PGE_EXEMP_APPL.PDF City makes no representation that Landowner is eligible for exemptions pursuant to these regulations.					
6.4.5					
Maintenance of Specified Public Improvements Landowner agrees to provide or pay for all park, median strip, and other landscaping maintenance and repairs for two years for lands dedicated by the Landowner to the City and accepted by the City. In the event that Landowner chooses to pay the City for the costs of maintenance and repair, the City shall provide an estimate of the annual costs and the Landowner shall pay the full amount within thirty calendar days after the City by U.S. Mail or email, transmits the estimate to the Landowner. If the amount paid to the City exceeds the actual amount incurred by the City plus reasonable staff costs to administer the contract, the City shall, within a reasonable period of time, refund the difference to the Landowner.					
6.4.6					
Fire Station Land Dedication and Payment of Construction and Equipment Costs					
6.4.6.1					
Fire Station Design and Construction					

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Development Agreement Obligations			2007	2008	2009	2010	2011
Not later than December 31, 2008, Landowner shall dedicate, free and clear of encumbrances, one acre of land located at (Parcel No. to be determined when map is completed) for a fire station. Landowner shall contribute two million U.S. dollars ($2,000,000) to the City for design and construction of the fire station and the necessary fixtures and furnishings at the fire station. The amount payable hereunder shall be paid based upon the following schedule of payments:							
Payment Due Date	Payment Amount						
1. One year after issuance of the first building permit issued pursuant to the Project Approvals or December 31, 2008 whichever is earlier	$	500,000.00					
2. One year after the first payment due date or December 31, 2009 whichever is earlier	$	750,000.00					
3. Two years after the first payment due date or December 31, 2010 whichever is earlier	$	750,000.00					
Landowner acknowledges that City will enter into a contract to construct the Fire Station and will incur the full costs of the construction upon execution of the construction contract. As consideration for City's agreement to authorize payment of the design and construction costs in installment payments, Landowner agrees to provide a letter of credit payable to the City, in a form reasonably acceptable to the City Attorney, in an amount sufficient to cover the installment payments due after the first payment is made. City agrees that Landowner may substitute a letter of credit, in a form reasonably acceptable to the City Attorney, for a lesser amount upon payment of each installment payment by the Landowner. Upon delivery of such replacement letter of credit and its approval as to form by the City Attorney the City will release and convey to Landowner the prior letter of credit.							
6.4.6.2 Fire Equipment							
Not later than December 31, 2010, Landowner shall pay the City five hundred thousand U.S. dollars ($500,000) as a contribution towards the purchase of fire station apparatus.							
6.4.7							
Water Treatment and/or Percolation Costs							
Landowner shall pay a fee based on the proportionate share of the costs of designing and constructing a water treatment system and/or percolation system for treatment of water acquired by the City from the Woodbridge Irrigation District. Landowner shall pay the fee as required under the fee program to be development by the City, but in no event later than when water service connection for each residential, office and commercial unit is provided.							
6.4.8 Public Art on Property							
Prior to issuance of a certificate of occupancy for the 151st residential unit on the Property, Landowner shall obtain City approval for and install public art on the retail portion of the Project. The value of the public art installed shall be equal to $60,000 inclusive of design and installation costs, which together shall not exceed $10,000. The public art shall be installed in a place within the Project that is visible from the public right-of-way or from an area or areas that provides public access. Landowner shall provide maintenance of the public art. Landowner shall be eligible to apply for City matching grant for the public art up to a maximum amount of $40,000. The parties agree that any matching grant provided by the City shall be in addition to the $60,000 contribution provided by Landowner pursuant to the section and shall be subject to any and all conditions normally imposed as part of the issuance of a grant by the City.							
6.4.9 Animal Shelter							
Not later than one year after issuance of the first building permit for a residential unit, Landowner shall pay to the City fifty thousand U.S. dollars ($50,000) as a contribution towards either (1) the design and construction costs of a new or reconstructed animal shelter or (2) the costs of programs operated at the animal shelter.							
6.4.10 Utility Line Extension							
City is preparing a policy pursuant to which property developed will pay the actual costs of capital improvements necessary to extend utility services to a development. Landowner acknowledges that such an extension is necessary to implement the Project Approvals on the Property. Landowner agrees to pay the City, pursuant to the policy to be adopted by the City, the costs of the capital improvements necessary to extend utility services to the Property. The fee for the first 150 Planned Residential Low Density residential units shall be the fee in effect as of the Effective Date of this Agreement. All other residential units, commercial and office development shall pay the fee in effect at the time the fee is collected.							
6.4.11 Implementation of Obligations Arising from Settlement Agreement among San Joaquin Valley Land Company, LLC, Citizens for Open Government and the City of Lodi							
Pursuant to a separate agreement ("Settlement Agreement") between the City of Lodi, Landowner and Citizens for Open Government (collectively "Settlement Agreement Parties"), attached hereto as Exhibit I and incorporated herein by reference, the Settlement Agreement Parties agree, effectively immediately, to the rights, requirements, and obligations of sections 3.A, 3.B, and 3.D of the Settlement Agreement, as indicated in Exhibit I.							
Pursuant to Settlement Agreement, the Settlement Agreement Parties further agree that all remaining provisions of the Settlement Agreement shall be effective only so long as (i) no litigation is filed to challenge either the certification of the EIR and/or the Project Approvals granted by the City of Lodi, and (ii) no referendum petition is certified for election that would require Ordinance No. 1785, approving this Development Agreement, to be affirmed by the voters. Should said litigation be filed or said referendum petition be certified for election, all remaining provisions of the Settlement Agreement, except those enumerated in the above paragraph, shall no longer be effective or enforceable against the Settlement Parties.							
6.5 Annexation							
The ability to proceed with development of the Property pursuant to the Project Approvals shall be contingent upon the annexation of the Property into the City. Pending such annexation, Landowner may, at its own risk, process tentative parcel maps and tentative subdivision maps and improvement or construction plans and City may conditionally approve such tentative maps and/or improvement plans in accordance with the Entitlements, provided City shall not approve any final parcel map or final subdivision map for recordation nor approve the issuance of any grading permit for grading any portion of the Property or building permit for any structure within the Property prior to the annexation of the Property to the City.							

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City shall use its best efforts and due diligence to initiate such annexation process, obtain the necessary approvals and consummate the annexation of the Property into the City, including entering into any annexation agreement that may be required in relation thereto, subject to the City's review and approval of the terms thereof. Landowner shall be responsible for the costs reasonably and directly incurred by the City to initiate, process and consummate such annexation, the payment of which shall be due in advance, based on the City's estimate of such cost, and thereafter as and when the City provides an invoice(s) for additional costs incurred by City therefore in excess of such estimate.					
7. Applicable Rules, Regulations, Fees and Official Policies.					
7.1. Rules Regarding Permitted Uses Except as provided in this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.					
7.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable permit approval is granted.					
7.3. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.					
7.4. Uniform Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.					
8. Existing Fees, Newly Enacted Fees, Dedications, Assessments and Taxes.					
8.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.					
8.2. Existing Fees, Exactions and Dedications Landowner shall be obligated to provide all dedications and exactions and pay all fees as required for the types of development authorized by the Project Approvals as of the Effective Date of this Agreement. With regards any fees applicable to residential development, the Parties agree that the fees shall be payable at the earliest time authorized pursuant to the Government Code Section 66007 as it exists as of the Effective Date of this Agreement. The specific categories of fees payable are listed below. The dedication and exaction obligations and fee amounts payable shall be those obligations and fee amounts applicable as of the date that the Landowner's application for the applicable vesting tentative map is deemed complete. For any development for which the Landowner has not submitted a vesting tentative map, the dedication and exaction obligations and fee amounts payable shall be those obligations and fee amounts applicable as of the date the final discretionary approval for that development is granted by the City.					
Standard City Development Impact Fees Payable by the Landowner includes:					
1. Development Impact Fees (Lodi Municipal Code Chapter 15.64)					
2. San Joaquin County Regional Transportation Impact Fee (Lodi Municipal Code Chapter 15.65					
3. County Facilities Fee (Lodi Municipal Code Chapter 15.66)					
4. San Joaquin County Multi-Species Habitat Conservation and Open Space Development Fee (Lodi Municipal Code Chapter 15.68)					
8.3. New Development Impact Fees, Exactions and Dedications. Landowner agrees to the pay the development fees identified in Section 6.1, including specifically subsections 6.1.1 through 6.1.4, of this Agreement. In addition, Landowner agrees to pay any newly adopted sewer, water or electrical fees adopted in conformance with applicable law, and applied uniformly to new development on all properties within the City that are zoned consistent with the Project Approvals, or applied uniformly to all new development on properties that are similarly situated, whether by geographic location or other distinguishing circumstances. With regards any fees applicable to residential development, the Parties agree that the fees shall be payable at the earliest time authorized pursuant to the Government Code Section 66007 as it exists as of the Effective Date of this Agreement.					
Except as expressly provided herein, Landowner shall not be obligated to pay or provide any development impact fees, connection or mitigation fees, or exactions adopted by City after the Effective Date of this Agreement. Notwithstanding this limitation, Landowner may at its sole discretion elect to pay or provide any fee or exaction adopted after the Effective Date of this Agreement.					

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Development Agreement Obligations	2007	2008	2009	2010	2011
8.4. Fee Reductions To the extent that any fees payable pursuant to the requirements of Sections 8.1 are reduced after the operative date for determining the fee has occurred, the Landowner shall pay the reduced fee amount.					
9. Community Facilities District. Formation of a Community Facilities District for Public Improvements and Services.					
9.1. Inclusion in a Community Facilities District. Landowner agrees to cooperate in the formation of a Community Facilities District pursuant to Government Code Section 53311 et seq. to be formed by the City. The boundaries of the area of Community Facilities District shall be contiguous with the boundaries of the Property excluding the portion of land zoned for commercial or office development. Landowner agrees not to protest said district formation and agrees to vote in favor of levying a special tax on the Property in an amount not to exceed $600 per year per residential dwelling unit as adjusted herein. The special tax shall be initiated for all residential dwelling units for which a building permit is issued, and shall commence to be levied beginning the subsequent fiscal year after the building permit is issued. Landowner acknowledges that the 2007-2008 special tax rate for the units in the Project will be $600 per dwelling unit and that the special tax shall increase each year by 2% in perpetuity. A vote by Landowner against the levying of the special tax or a vote to repeal or amend the special tax shall constitute an event of default under this Agreement.	SJVLC has been cooperating per this Section 9.1 in the formation of the CFD and inclusion of the Reynolds Ranch parcels as described within the DA.				
9.2. Use of Community Facilities District Revenues Landowner and City agree that the improvements and services that may be provided with the special tax levied pursuant to Section 9.1 may be used for the following improvements and services:					
a. Police protection and criminal justice services;					
b. Fire protection, suppression, paramedic and ambulance services;					
c. Recreation and library program services;					
d. Operation and maintenance of museums and cultural facilities;					
e. Maintenance of park, parkways and open space areas dedicated to the City;					
f. Flood and storm protection services;					
g. Improvement, rehabilitation or maintenance of any real or personal property that has been contaminated by hazardous substances;					
h. Purchase, construction, expansion, improvement, or rehabilitation or any real or tangible property with useful life of more than five years; and,					
i. Design, engineering, acquisition or construction of public facilities with a useful life of more that five years including:					
1. Local park, recreation, parkway and open-space facilities,					
2. Libraries,					
3. Childcare facilities,					
4. Water transmission and distribution facilities, natural gas, telephone, energy and cable television lines, and					
5. Government facilities.					
Landowner and City agree that Property does not presently receive any of these services from the City and that all of these services are new services.					
9.3. Community Facilities District for Residential Property - Financing. In addition to the funding provided as part of the Community Facilities District identified in Section 9.1, City acknowledges that Landowner may desire to finance the acquisition or construction of a portion of the improvements described in Section 8.2 through the Community Facilities District. The costs associated with the items identified in Section 8.2 shall be in addition to the annual cost imposed to comply with Section 9.1. The following provisions shall apply to any to the extent that the Landowner desires to fund any of the improvements set forth in Section 8.2 through the Community Facilities District:					
9.3.1 Issuance of Bonds. City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section.					
9.3.2 Payment Prior to Issuance of Bonds. Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD of a cash amount equivalent to its proportionate share of costs for the improvements identified in Section 8.2, or any portion thereof, prior to the issuance of bonds.					
9.3.3 Private Financing. Nothing in this Agreement shall be construed to limit Landowner's option to install the improvements through the use of private financing.					
9.3.4 Acquisition and Payment. City agrees that it shall use its best efforts to allow and facilitate monthly acquisition o completed improvements or completed portions thereof, and monthly payment of appropriate amounts for such improvements to the person or entity constructing improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.					
10. Processing of Subsequent Development Applications and Building Permits Subject to Landowner's compliance with the City's application requirements including, specifically, submission of required information and payment of appropriate fees, and assuming Landowner is not in default under the terms and conditions of this Agreement, the City shall process Landowner's subsequent development applications and building permit requests in an expeditious manner. In addition, City agrees that upon payment of any required City fees or costs, City will designate or retain, as necessary, appropriate personnel and consultants to process Landowner's development applications and building permit requests City approvals in an expeditious manner.	No action has been taken as of this date relative to this Section 9.3 by SJVLC.				

RESOLUTION NO. P.C. 07-32

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI DETERMINING THAT THE SAN JOAQUIN VALLEY LAND COMPANY LLC IS IN COMPLIANCE WITH THE DEVELOPMENT AGREEMENT EXECUTED ON OCTOBER 6, 2006 FOR THE REYNOLDS RANCH PROJECT, APPROVING THE OCTOBER 2007 REYNOLDS RANCH COMPLIANCE REPORT AND RECOMMENDATION TO THE CITY COUNCIL TO REVIEW AND ACCEPT THE SAME.

WHEREAS, the City of Lodi entered into a Development Agreement on October 6, 2006 with San Joaquin Valley Land Company LLC (Project Applicant), the purpose of which is to describe the mutual entitlement obligations entered into between the City and the Project Applicant for the Reynolds Ranch Project; and

WHEREAS, as described in Section 14 of the Development Agreement, an annual review of the Agreement shall occur either within the same month each year as the month in which the Agreement is executed or the month immediately thereafter; and

WHEREAS, this first annual review to measure the compliance and progress of the development agreement by and between the City of Lodi and the San Joaquin Valley Land Company LLC is required by California Government Code section 65865.1; and

WHEREAS, the Planning Commission of the City of Lodi has heretofore held a duly noticed public meeting, as required by the Development Agreement; and

WHEREAS, the project proponent is San Joaquin Valley Land Company, LLC; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the property has a General Plan designation of PR, Planned Residential; GC, Neighborhood/Community Commercial; O, Office and is zoned PD, Planned Development; and

WHEREAS, the property is located within the southeast portion of the City's Planning Area lying south of Harney Lane and west of State Route 99. Specifically, the project is bounded by Harney Lane to the north, State Route 99 to the east, and the Union Pacific Railroad (UPRR) to the west. The project's southern boundary lies approximately 650 feet to the north of Scottsdale Road; and

WHEREAS, the Development Agreement vests certain rights of development including issuance of growth management allocations and will impose certain obligations all as specified in the Development Agreement; and

WHEREAS, all legal prerequisites to the approval of this annual review have occurred; and

WHEREAS, a matrix of the progress of all the obligations required by the Development Agreement has been prepared and updated as attached (the 2007 Reynolds Ranch Compliance Report).

NOW THEREFORE, based upon the evidence within the staff report and project file the Planning Commission hereby finds:

1. The annual review of the Development Agreement as required by Government Code section 65865.1 is categorically exempt according to the California Environmental Quality Act, Article 19 15321 Class 21 (a) (2). The project is classified as an "Enforcement Action by Regulatory Agencies" because it is the "adoption of an administrative decision or order enforcing…the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective." The development agreement annual review falls into this exemption. No significant impacts are anticipated and no mitigation measures are required.

2. The developer has acknowledged the requirement to complete an annual review of this development agreement and has provided evidence to the Community Development Director and/or designated staff to demonstrate good faith compliance with this agreement.

3. Blue Shield of California has executed and recorded the "transfer of Assignment" for their 20.5 Acre parcel of the 220 Acre Reynolds Ranch Master Plan. The Site Plan and Architecture Review Committee (SPARC) approved the Blue Shield building on July 16, 2007.

4. Reynolds Ranch has begun phase one site improvements which provide realignment of the frontage road and the backbone utilities for the majority of the project area including Blue Shield.

5. The public meeting by the Planning Commission was duly advertised and held on October 10, 2007 in a manner prescribed by law.

6. The Development Agreement as implemented in its first year does not conflict with adopted plans or policies of the General Plan and complies with the Zoning Ordinance.

7. The parcels subject to the provisions of this annual update of the Development Agreement continue to be physically suitable for the development of the proposed project.

8. The proposed design and improvement of the site continue to be consistent with all applicable standards adopted by the City in that the project, as conditioned, will conform to adopted standards and improvements mandated by the City of Lodi Public Works Department Standards and Specifications, Zoning Ordinance as well as all other applicable standards.

9. The design of the project and type of improvements are not likely to cause serious public health problems in that all public improvements will be built per City standards and all private improvements will be built per the Uniform Building Code.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED by the Planning Commission of the City of Lodi that it recommends that the City Council find that the Developer is in compliance with the October 2007 annual review of Development Agreement for the Reynolds Ranch Project and approve the October 2007 Reynolds Ranch Compliance Report.

Dated: October 24, 2007

I hereby certify that Resolution No. 07-32 was adopted by the Planning Commission of the City of Lodi at a regular meeting held on October 24, 2007 by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

ATTEST: _____

Secretary, Planning Commission

RESOLUTION NO. 2007- ___

A RESOLUTION OF THE LODI CITY COUNCIL DETERMINING THAT THE SAN JOAQUIN VALLEY LAND COMPANY LLC IS IN COMPLIANCE WITH THE DEVELOPMENT AGREEMENT EXECUTED ON OCTOBER 6, 2006 FOR THE REYNOLDS RANCH PROJECT AND APPROVING THE OCTOBER 2007 REYNOLDS RANCH COMPLIANCE REPORT

==========

WHEREAS, the City of Lodi entered into a Development Agreement on October 6, 2006 with San Joaquin Valley Land Company LLC (Project Applicant), the purpose of which is to describe the mutual entitlement obligations entered into between the City and the Project Applicant for the Reynolds Ranch Project; and

WHEREAS, as described in Section 14 of the Development Agreement, an annual review of the Agreement shall occur either within the same month each year as the month in which the Agreement is executed or the month immediately thereafter; and

WHEREAS, this first annual review to measure the compliance and progress of the development agreement by and between the City of Lodi and the San Joaquin Valley Land Company LLC is required by California Government Code section 65865.1; and

WHEREAS, the project proponent is San Joaquin Valley Land Company, LLC; and

WHEREAS, the property is located within the southeast portion of the City's Planning Area lying south of Harney Lane and west of State Route 99. Specifically, the project is bounded by Harney Lane to the north, State Route 99 to the east, and the Union Pacific Railroad (UPRR) to the west. The project's southern boundary lies approximately 650 feet to the north of Scottsdale Road; and

WHEREAS, the Development Agreement vests certain rights of development including issuance of growth management allocations and will impose certain obligations all as specified in the Development Agreement; and

WHEREAS, a matrix of the progress of all the obligations required by the Development Agreement has been prepared and updated as attached (the 2007 Reynolds Ranch Compliance Report).

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public meeting, as required by the Development Agreement; and

WHEREAS, all legal prerequisites to the approval of this annual review have occurred; and

WHEREAS, the Planning Commission held a duly noticed public meeting on October 24, 2007 and reviewed the 2007 Annual Review and Reynolds Ranch Compliance Report, and recommended to the City Council to review and accept the same.

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

1. That the City of Lodi entered into a Development Agreement on October 2006 with San Joaquin Valley Land Company LLC (Project Applicant), for the purpose of delineating the mutual entitlement obligations entered into between the City and the Project Applicant for the Reynolds Ranch Project; and

2. That said Development Agreement requires an annual review and the 2007 annual review has been conducted at the City Council meeting held November 7, 2007; and

3. That the Lodi City Council hereby determines that the San Joaquin Valley Land Company LLC is in compliance with the Development Agreement and hereby approves the 2007 Annual Review and Reynolds Ranch Compliance Report.

Dated: November 7, 2007
==========

I hereby certify that Resolution 2007-____ was passed and adopted by the Lodi City Council in a regular meeting held on November 7, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

AGENDA ITEM **E-17**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Adopt Resolution Approving Work Plan and Schedule for the City of Lodi's Sewer System Management Plan (SSMP)**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Public Works Director**

RECOMMENDED ACTION: Adopt a resolution approving the attached work plan and schedule for the City of Lodi's Sewer System Management Plan (SSMP).

BACKGROUND INFORMATION: The State Water Resources Control Board adopted the Statewide General Waste Discharge Requirement Order No. 2006-0003 (Order)) on May 2, 2006. The Order requires that all public collection systems comprised of more than one mile of pipeline be regulated. The purpose of the Order is to protect the State's water from wastewater discharges associated with periodic system failures. The Order requires that each operator of a publicly-owned collection system develop and implement a system specific SSMP. According to the Order, the purpose of the plan is to facilitate proper funding and management of sanitary sewer systems statewide. Compliance with the Order is also a provision of the City's Proposed Discharge Permit for the White Slough Water Pollution Control Facility adopted in September 2007. The SSMP work plan and schedule is the first required deliverable to comply with the Order.

The SSMP is comprised of eleven elements: Collection System Management Goals; Organization of Personnel; Legal Authority for Permitting Flows to the System; Operations and Maintenance Activities; Design and Performance Provisions; Overflow Emergency Response Plan; Fats, Oils and Grease Program; System Capacity Assurance; System Monitoring and Measurement Plan; Internal SSMP Audits; and SSMP Public Communications Program. The SSMP work plan and schedule is the first task outlined in the State's implementation schedule. The Order requires that this element be completed in November 2007.

FISCAL IMPACT: No fiscal impact to the City is anticipated for this element of the Order, however, upon completion of the work plan, an estimated cost for complying with the Order will be addressed as part of the budget process.

FUNDING AVAILABLE: Not applicable.

Richard C. Prima, Jr.
Public Works Director

Prepared by Kevin Gaither, Water Services Technician

RCP/CES/pmf

Attachment

APPROVED: _____
Blair King, City Manager

City of Lodi SSMP Work Plan and Schedule

The Sewer System Management Plan, also called an SSMP, work plan and schedule is developed to support the City's SSMP goals and strategies. The work plan is a detailed tactical action plan with activities, schedules, and resources to implement the SSMP. The SSMP work plan and schedule is also the first required deliverable to comply with the Statewide General Waste Discharge Requirements (GWDRs) for Sanitary Sewer Systems, Water Quality Order No. 2006-0003 (Sanitary Sewer Order) adopted by State Water Resources Control Board (SWRCB) on May 2, 2006.

Goals

Table 1 presents the plan for meeting the GWDR requirements for the SSMP Goals.

Table 1 - Goals

Activities	Due	Responsible
Formally adopt SSMP goals to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system to help reduce and prevent SSOs as well as mitigate any SSOs that do occur	11/02/07 Completed	K. Gaither

Organization

Table 2 presents the plan for meeting the GWDR requirements for the Organization.

The Public Works Department has the primary responsibility for compliance with the State order. The Public Works Director is Richard Prima; the tasks associated with the compliance are shared between the Water Services Division and the Engineering Division. The manager for the Water Services Division is Charles E. Swimley, Jr.; the Manager for the Engineering Division is F. Wally Sandelin; the superintendent for the Water Services Division is Frank Beeler. Kevin Gaither is the Water Services Technician and is assigned as the project manager for the development of the Sanitary Sewer Management Plan (SSMP).

Table 2 - Organization

Activities	Due	Responsible
Identify the name of the responsible or authorized representative	11/02/07 Completed	K. Gaither
Identify the names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program	11/02/07 Completed	K. Gaither
Identify the chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies	11/02/07 Completed	K. Gaither

Legal Authority

Table 3 presents the plan for meeting the GWDR requirements for the Legal Authority.

Table 3 – Legal Authority

Activities	Due	Responsible
Demonstrate through the municipal ordinance that the City possesses the necessary legal authority to prevent illicit discharges into its sanitary sewer system	5/02/09	K. Gaither
Demonstrate through the municipal ordinance that the City possesses the necessary legal authority to require that sewers and connections be properly designed and constructed	5/02/09	K. Gaither
Demonstrate through the municipal ordinance that the City possesses the necessary legal authority to ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency	5/02/09	K. Gaither
Demonstrate through the municipal ordinance that the City possesses the necessary legal authority to limit the discharge of fats, oils, grease and other debris that may cause blockages	5/02/09	K. Gaither
Demonstrate through the municipal ordinance that the City possesses the necessary legal authority to enforce any violation of its sewer ordinances	5/02/09	K. Gaither

Operation and Maintenance Program

Table 4 presents the plan for meeting the GWDR requirements for the Operation and Maintenance Program.

Table 4 – Operation and Maintenance Program

Activities	Due	Responsible
Include an up-to-date map of the sanitary sewer system	5/02/09	W. Sandelin
Describe routine preventive operation and maintenance activities by staff and contractors	5/02/09	K. Gaither
Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency, including regular visual and TV inspections of manholes and sewer pipes	5/02/09	K. Gaither
Provide training on a regular basis for staff in sanitary sewer system operations and maintenance	5/02/09	K. Gaither
Provide equipment and replacement part inventories	5/02/09	K. Gaither

Design and Performance Provisions

Table 5 presents the plan for meeting the GWDR requirements for the Design and Performance Provisions.

Table 5 – Design and Performance Provisions

Activities	Due	Responsible
Document design and construction standards and specifications for the installation of new sanitary sewer systems	8/02/09	W. Sandelin
Document procedures and standards for inspecting and testing the installation of new sewers	8/02/09	W. Sandelin

Overflow Emergency Response Plan (OERP)

Table 6 presents the plan for meeting the GWDR requirements for the Overflow Emergency Response Plan.

Table 6 – Overflow Emergency Response Plan

Activities	Due	Responsible
Document that the Overflow Emergency Response Plan (OERP) contains proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner	5/02/09	K. Gaither
Document that the OERP contains a program to ensure an appropriate response to all overflows	5/02/09	K. Gaither
Document that the OERP contains procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities of all SSOs that potentially affect public health or reach the waters of the State in accordance with the GWDR Monitoring and Reporting Program (MRP). Document that the OERP identifies the officials who will receive immediate notification.	5/02/09	K. Gaither
Document that the OERP contains procedures to ensure that appropriate staff and contractor personnel are aware of and follow the OERP and are appropriately trained	5/02/09	K. Gaither
Document that the OERP contains procedures to address emergency operations, such as traffic and crowd control	5/02/09	K. Gaither
Document that the OERP contains a program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge	5/02/09	K. Gaither

Fats, Oils, and Grease (FOG) Control Program

Table 7 presents the plan for meeting the GWDR requirements for the FOG Control Program.

Table 7 – FOG Control Program

Activities	Due	Responsible
Evaluate the City's service area to determine whether a FOG control program is needed. If FOG is found to be a problem, prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate	5/02/09	K. Gaither
• An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG	5/02/09	K. Gaither
• A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area	5/02/09	K. Gaither
• The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG	5/02/09	K. Gaither
• Requirements to install grease removal devices, design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements	5/02/09	K. Gaither
• Authority to inspect grease producing facilities, enforcement authorities and sufficient staff to inspect and enforce the FOG ordinance	5/02/09	K. Gaither
• Identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section	5/02/09	K. Gaither
• Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system	5/02/09	K. Gaither

System Evaluation and Capacity Assurance Plan

Table 8 presents the plan for meeting the GWDR requirements for the System Evaluation and Capacity Assurance Plan.

Table 8 – System Evaluation and Capacity Assurance Plan

Activities	Due	Responsible
Prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:	8/02/09	W. Sandelin
• **Evaluation**: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency	8/02/09	W. Sandelin
• **Design Criteria:** Where design criteria do not exist or are deficient, undertake the evaluation identified above to establish appropriate design criteria	8/02/09	W. Sandelin
• **Capacity Enhancement Measures:** Establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP shall include an implementation schedule and shall identify sources of funding.	8/02/09	W. Sandelin
• **Schedule:** Develop a schedule of completion dates for all portions of the capital improvement program.	8/02/09	W. Sandelin

Monitoring, Measurement, and Program Modifications

Table 9 presents the plan for meeting the GWDR requirements for the Monitoring, Measurement, and Program Modifications.

Table 9 – Monitoring, Measurement, and Program Modifications

Activities	Due	Responsible
Develop and maintain relevant information that can be used to establish and prioritize appropriate SSMP activities	8/02/09	K. Gaither
Develop and monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP	8/02/09	K. Gaither
Assess the success of the preventative maintenance program	8/02/09	K. Gaither
Update program elements, as appropriate, based on monitoring or performance evaluations	8/02/09	K. Gaither
Identify and illustrate SSO trends, including frequency, location, and volume	8/02/09	K. Gaither

Program Audits

Table 10 presents the plan for meeting the GWDR requirements for the SSMP Program Audits.

Table 10 - Program Audits

Activities	Due	Responsible
Conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file.	8/02/09	K. Gaither

Communication Program

Table 11 presents the plan for meeting the GWDR requirements for the Communication Program.

Table 11 - Communication Program

Activities	Due	Responsible
Communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input as the program is developed and implemented. Also create a plan of communication with systems that are tributary and/or satellite to the City's sanitary sewer system	8/02/09	K. Gaither

RESOLUTION NO. 2007-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING WORK PLAN AND SCHEDULE FOR THE CITY OF LODI'S SEWER SYSTEM MANAGEMENT PLAN (SSMP)

==========

WHEREAS, the State Water Resources Control Board adopted the Statewide General Waste Discharge Requirement (Order No. 2006-0003) on May 2, 2006; and

WHEREAS, the Order requires that all public collection systems comprised of more than one mile of pipeline be regulated to protect the State's water from wastewater discharges associated with periodic system failures; and

WHEREAS, the Order requires that each operator of a publicly-owned collection system develop and implement a system-specific Sewer System Management Plan (SSMP) to facilitate proper funding and management of sanitary sewer systems statewide; and

WHEREAS, compliance with the Order is also a provision of the City's NPDES Discharge Permit for the White Slough Water Pollution Control Facility adopted in September 2007; and

WHEREAS, the SSMP Work Plan and Schedule is the first task outlined in the State Order and is complete as of the November 2, 2007 deadline.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Work Plan and Schedule for the City's proposed Sewer System Management Plan; and

BE IT FURTHER RESOLVED, that there is no fiscal impact to the City for this element of the Order, however, upon completion of the work plan, an estimated cost for complying with the Order will be addressed as part of the budget process.

Dated: November 7, 2007

==========

I hereby certify that Resolution No. 2007-____ was passed and adopted by the Lodi City Council in a regular meeting held November 7, 2007, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

AGENDA ITEM **E-18**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for November 21, 2007 to consider adoption of a Resolution amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2008.

MEETING DATE: November 7, 2007

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Set Public Hearing for November 21, 2007 to consider adoption of a Resolution amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fees for 2008.

BACKGROUND INFORMATION: On February 21, 2001, the City of Lodi adopted the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). The Plan includes a schedule of fees to be paid by property owners who propose to develop their property with non-agricultural uses. These fees are used to mitigate for the cumulative impacts of new development on habitat lands within Lodi and San Joaquin County. According to the Plan, it is necessary for all jurisdictions covered by the Plan to approve the Habitat Conservation Plan (HCP) fees in order for the jurisdiction to continue to participate in the Plan. The fees are reviewed on an annual basis.

On August 23, 2007, The SJCOG Board unanimously approved the HCP fee schedule for 2008. All local jurisdictions are requested to approve the new fee schedule that will take effect on January 1, 2008.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

_____
Randy Hatch, Community Development Director

RH/dm/kjc

APPROVED: _____
Blair King, City Manager

AGENDA ITEM **E-19**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set a Public Hearing for November 21, 2007, to consider the adoption of a Resolution Establishing a Fee Schedule for the Permit to Operate for Mobile Food Vendors

MEETING DATE: November 7, 2007

PREPARED BY: Community Development Department

RECOMMENDED ACTION: That the City Council set a Public Hearing for November 21, 2007, to consider the adoption of a Resolution establishing a Fee Schedule for the Permit to Operate for Mobile Food Vendors.

BACKGROUND INFORMATION: On July 18, 2007, the City Council adopted an Ordinance establishing a new process for regulating mobile food vending activities from the public right of way and from private property. One of the key elements of those new regulations was the Permit to Operate.

A Fee Schedule is needed to establish appropriate fees for the review of Permit to Operate applications submitted by local Vendors.

FISCAL IMPACT: None at the time.

FUNDING AVAILABLE: N/A

Randy Hatch
Community Development Director

APPROVED: _____
Blair King, City Manager

AGENDA ITEM **I-01**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Public Hearing to Consider Report for Sidewalk Repairs and to Confirm the Report as Submitted by the Public Works Department**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Public Works Director**

RECOMMENDED ACTION: Conduct a public hearing to consider the Report for Sidewalk Repairs, hear protests from the public, and to confirm the report as submitted by the Public Works Department. Following the public hearing, the Council will be asked to confirm the cost of repairs report, determine the method of payment, assess the cost of repairs to the affected property (121 Olive Court), and order the preparation of a Notice of Lien to be filed with the tax collector. The property owner was billed on July 27, 2007, for the $5,566.12 cost of repair. As of October 24, 2007, the property owner has not responded. Streets and Highway Code Section 5616 requires that a public hearing be held to hear and pass upon the report of cost of repairs and to hear protests which may be raised by property owners.

BACKGROUND INFORMATION: As part of the City's sidewalk maintenance program, on March 7, 2007, the City notified eleven property owners their sidewalks needed to be repaired. These notices were sent to property owners with the worst offsets according to our sidewalk survey. Some owners took care of the need immediately on their own, some asked for assistance in completing the work, and one owner did not perform.

The Curb, Gutter & Sidewalk Maintenance Policy, approved by Council, provides several alternatives for the cost of repairs. Those alternatives are: a) City will advance funds for installation or maintenance without interest if the property owner agrees to make payments over the course of twelve months and upon execution of a written payment agreement with the City; b) property owners meeting low-income eligibility per the City's SHARE Program may elect to defer maintenance costs until transfer of ownership with execution of a payment agreement with a fixed interest; or c) the City Manager is authorized to execute payment agreements and file liens and assessments with the County Tax Collector and/or Recorder as appropriate to secure payment.

Property owners were given up to three notices over a two-month period, indicating that if they did not make the repairs, the City's contractor would repair the sidewalk.

The following is a list of the eleven properties that received sidewalk repair notifications and the response:

APPROVED: _____

Blair King, City Manager

Street Address	Cost Estimate	Work Accomplished
1636 South School Street	$6,115	Property owner hired contractor. Work completed 6/12/07.
354 East Oak Street	$966	Property owner hired contractor. Work completed 5/11/07.
421 South Pleasant Avenue	$14,318	Property owner hired City. Work completed 7/7/07.
731 North Ham Lane	$8,727	Property owner hired contractor. Work completed 5/11/07.
110 North Mills Avenue	$4,330	Property owner hired contractor. Work completed 5/11/07.
523 Tamarack Drive	$1,835	Property owner hired contractor. Work completed 7/23/07.
725 North Lincoln Avenue	$1,835	Property owner hired contractor. Work completed 5/11/07.
1615 Edgewood Drive	$1,942	Property owner hired contractor. Work completed 5/11/07.
1701 Holly Drive	$3,197	Property owner hired contractor. Work completed 3/26/07.
75 North Crescent Avenue	$3,772	Property owner hired City. Work completed 7/16/07.
121 Olive Court	**$5,566 (Actual Cost)**	**Failed to perform. City completed repair; billed property owner.**

Based on previous cases, the Council determined that the collection method for cost of repairs to sidewalks would be to turn a Notice of Lien over to the Tax Collector. It is staff's recommendation that this be continued.

FISCAL IMPACT: The Street Fund could recover $5,566.12, which includes the City's administrative time, if Council approves staff's recommendation to file a Notice of Lien with the Tax Collector.

FUNDING AVAILABLE: None was required.

Richard C. Prima, Jr.
Public Works Director

RCP/GMB/dsg

cc: Fernando Almeida, 121 Olive Court, Lodi, CA, 95240

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 REPORT FOR SIDEWALK REPAIRS AND TO CONFIRM THE REPORT AS SUBMITTED BY THE PUBLIC WORKS DEPARTMENT**

PUBLISH DATE: **SATURDAY, OCTOBER 20, 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, OCTOBER 18, 2007

ORDERED BY: RANDI JOHL
CITY CLERK

Jennifer M Perrin

JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

CYNTHIA MURPHY
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at 2:40 (time) on 10/18/07 (date) _____(pages)
_____ Phoned to confirm receipt of all pages at _____(time) ____JLT ____DRC____JMP (initials)

forms\advins.doc

DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER REPORT FOR SIDEWALK REPAIRS AND TO CONFIRM THE REPORT AS SUBMITTED BY THE PUBLIC WORKS DEPARTMENT

On Friday, October 19, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider Report for Sidewalk Repairs and to confirm the Report as submitted by the Public Works Department (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 October 19, 2007, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK

JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

CYNTHIA MURPHY
ADMINISTRATIVE CLERK

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DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER REPORT FOR SIDEWALK REPAIRS AND TO CONFIRM THE REPORT AS SUBMITTED BY THE PUBLIC WORKS DEPARTMENT

On Thursday, October 18, 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 Notice of Public Hearing to consider Report for Sidewalk Repairs and to confirm the Report as submitted by the Public Works Department, 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 October 18, 2007, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI

JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

CYNTHIA MURPHY
ADMINISTRATIVE CLERK

CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING
Date: November 7, 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, November 7, 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 the following matter:

a) Report for Sidewalk Repairs and to confirm the Report as submitted by the Public Works Department.

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: **October 17, 2007**

Approved as to form:

D. Stephen Schwabauer
City Attorney

EXHIBIT B

PUBLIC HEARING TO CONSIDER REPORT FOR SIDEWALK REPAIRS AND TO CONFIRM THE REPORT AS SUBMITTED BY THE PUBLIC WORKS DEPARTMENT

MAILING LIST

Fernando Almeida
121 Olive Court
Lodi, CA 95240

AGENDA ITEM **I-02**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Conduct a Public Hearing continued from October 17, 2007 meeting, to consider adoption of the 2007 California Building Code, Mechanical Code, Electrical Code, and Plumbing Code with local amendments, and re-adopt the existing building permit fee schedule 1A, for Building, Mechanical, Plumbing, and Electrical permits.

MEETING DATE: November 7, 2007

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Conduct a Public Hearing to consider adoption of the 2007 California Building Code, 2007 California Mechanical Code, 2007 California Electrical Code, and 2007 California Plumbing Code with local amendments, and re-adopt the existing building permit fee schedule 1A, for Building, Mechanical, Plumbing, and Electrical permits.

BACKGROUND INFORMATION: Pursuant to Health and Safety Code Section 18938, the California Building Standards Commission has selected January 1, 2008 as the effective date for the 2007 California Building Code, 2007 California Mechanical Code, 2007 California Electrical Code, and 2007 California plumbing Code. Along with the code updates building permit fee schedule 1A also needs to be re-adopted to continue collecting fees at the same level as currently done.

Codes

Every three years, Building/Construction Codes are amended by the State to include provisions of the most recent version. The State of California Building Standards Commission adopts new State standards which cities and counties are therefore mandated to adopt. If codes with amendments are not adopted locally by January 1, 2008, then cities are required to follow State codes only. The need for the new ordinances is to adopt specific Appendixes not adopted by the state such as Administration chapters for each code which was all inclusive in the existing codes.

The major change in this code cycle is the adoption of the California Building Code which is based on the 2006 International Building Code. In 1994, BOCA, (Building Officials and Code Administrators), ICBO (International Conference of Building Officials)and SBCCI (Southern Building Code Congress International) created the ICC (International Code Council) to develop a single set of comprehensive, coordinated model construction codes that could be used throughout the United States and around the world. The first International Code published was the 1995 International Plumbing Code. By 2000 a complete family of 11 construction codes was available. Around 2001 more then 97% of U.S. cities, counties and states that adopted model codes chose building and fire codes created by the three building safety groups that make up the ICC. The change from the Uniform Building Code to the International / California Building Code will have significant changes. These changes will have some benefits and restrictions compared to the existing Uniform Codes. Some of the changes in the new code are as follows: 1) additional allowable area for building size 2) occupant load factors “the number of people capable of occupying the building which determine the number of required exits” can be adjusted by the

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APPROVED: _____
Blair King, City Manager

building official, 3) different processes for determining building location on property 4) Fire rated construction and protected and unprotected openings.

Notification to affected parties

The new building code has eliminated fee Table 1A which was the source of fees in the current code. (Exhibit A) This existing Table 1A needs to be re-adopted in order to continue collecting the same fees. No increase in fees are proposed at this time.

We are in the process of notifying all affected parties including publication in the Lodi News Sentinel, notices provided at the front counter and on the internet. Handout packets describing the major changes to the code will be available at the front counter. We also discussed the code changes with BIA Contactors, Developers and Architects we have met with or have been in contact with them for the past three months. We have a scheduled meeting with BIA on November 8, 2007 to further discuss this whole code adoption process. The immediate future plan is to conduct monthly meetings for Contactors, Developers and Architects to assist in the transition to the new codes and then to continue those meetings as needed.

Further analysis regarding potential fee increases is needed before any recommendations are made to the City Council.

It is recommended that the Council consider adoption of the 2007 California Building, Mechanical, Electrical, and Plumbing Codes, and re-adopt the existing building permit fee schedule 1A as presented. The Ordinances have been presented in highlight/strike-out format to more easily identify the changes to aid in review. The proposed fee table (which is our existing fee table) is also attached.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: N/A

_____
Randy Hatch, Community Development Director

DC/kjc

Attachments:
1. Schedule 1A

BUILDING FEES COLLECTED AT PERMIT ISSUANCE

CITY OF LODI, COMMUNITY DEVELOPMENT DEPARTMENT, 221 W. PINE ST., LODI, CA 95240
PHONE: (209) 333-6714 FAX: (209) 333-6842

Building Permit Fee	Table 1A (page 3)
Building Plan Check Fee	65% of building permit fee Table 1A
Plumbing	Table 1-1 (page 5)
Electrical	Table 3-A (page 7)
Mechanical	Table 1-A (page 9)
Disabled Access	5% of building permit fee
Energy	5% residential and 10% non-residential
Plan Maintenance	5% of building permit fee (non-residential only.)
Strong Motion Inst. Fee	Valuation x 0.0001
Fire Inspection	25% of building permit fee
Fire Plan Check	25% of building plan check
Zoning Plan Check Fee	$350 Commercial/Industrial $100 Residential $50 Additions/Accessories

S.J. Co. Facilities Fee

Date Effective	**08/15/05**	**07/01/06**	**07/01/07**
Single Family Dwelling	$1,400.00	$1,463.00	
Multi-Family Dwelling	$1,200.00	$1,253.00	
Commercial Retail (per Sq. Ft.)	$0.32	$0.33	
Commercial Office (per Sq. Ft.)	$0.28	$0.29	
Industrial(per Sq. Ft.)	$0.16	$0.17	

Regional Transportation Impact Fee

(Fee effective at permit issuance)

Date Effective	**04/30/06**	**07/01/06**	**07/01/07**
Single Family Dwelling	$2,500.00	$2,610.00	$2,764.25
Multi-Family Dwelling	$1,566.00	$1,566.00	$1,658.55
Commercial Retail (per Sq. Ft.)	$1.00	$1.04	$1.10
Commercial Office (per Sq. Ft.)	$01.25	$1.31	$1.39
Industrial(per Sq. Ft.)	$0.75	$0.78	$0.83

2007 Updated Habitat Fees

Multi-Purpose Open Space Pay Zone A: $6,511.00

Natural Pay Zone B: $13,022.00

Agriculture Pay Zone B: $13,022.00

Vernal Pool –Uplands Pay Zone C: $37,958.00

Vernal Pool –Wetted Pay Zone F: $69,858.00

BUILDING PERMIT FEES
TABLE NO. 1-A

TOTAL VALUATION	FEES
$1.00 to $500	$50.00
$501 to $2,000	$50.00 for the first $500 plus $1.30 each additional $100 or fraction thereof, to and including $2,000.
$2,001 to $25,000	$69.50 for the first $2,000 plus $14.00 for each additional thousand or fraction thereof to and including $25,000.
$25,001 to $50,000	$391.50 for the first $25,000 plus $10.10 for each additional thousand, or fraction thereof, to and including $50,000.
$50,001 to $100,000	$644.00 for the first $50,000 plus $7.00 for each additional thousand, or fraction thereof, to and including $100,000.
$100,001 to 500,000	$994.00 for the first $100,000 plus $5.60 for each additional thousand, or fraction thereof.
$500,000 to $1,000,000	$3,234.00 for the first $500,000 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.
$1,000,001 and up	$5,609.00 for the first $1,000,000 plus $3.15 for each additional thousand or fraction thereof.

OTHER INSPECTION FEES AND REFUNDS:

1. Inspections outside of normal business hours (Minimum charge - 3 hours)	$65.00 per hr.
2. Reinspection fee assessed under provision of Section 108.8	$50.00 each
3. Inspection for which no fee is specifically indicated	$50.00 per hr.
4. Additional plan review required by changes, additions or revisions to approved plans. (Minimum charge - one half hour)	$65.00 per hr.
5. Special inspections required by owners, real estate agencies, or loan agencies to determine compliance to the Building Code in effect at the time of construction: First hour Each additional hour	$80.00 $34.00
6. Refunds on all permits shall be subject to an administrative processing fee	$35.00
7. Board of Appeals Fee	$250.00
8. Demolition Permit	$60.00
9. Manufactured Home, Commercial Coach	The fee shall be one-half (1/2) of the valuation set out in Table No. 1-A.

10. Maintenance of Building Plans	Fees to comply with Section 19850, Part 7 of the Health and Safety Code of the State of California. All new non-residential building plans, except agricultural buildings: Five percent (5%) of the building permit fee.
11. Disabled Access Surcharge	Multi-family residential disabled access surcharge shall be five percent (5%) of the building permit fee. Commercial disabled access surcharge shall be five percent (5%) of the building permit fee.
12. Energy Compliance Surcharge	Residential energy compliance surcharge shall be five percent (5%) of the building permit fee. Commercial energy compliance surcharge shall be ten percent (10%) of the building permit fee.
13. Plan Checking Fees	The plan checking fees for all buildings shall be sixty-five percent (65%) of the building permit fee, as set forth in this schedule.

PLUMBING PERMIT FEES TABLE NO. 1-1	
For issuing each permit	$ 30.00
In addition:	
1. For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	$ 5.00
2. For each building sewer	$10.00
3. Solar heaters	$15.00
4. Rainwater systems-per drain	$ 5.00
5. For each fire hydrant (first one) (each additional)	$170.00 $ 45.00
6. For each private sewage disposal system	$25.00
7. For each heater and/or vent	$ 5.00
8. For each gas piping system of one (1) to five (5) outlets	$ 7.00
9. For each gas piping system of six (6) or more, per outlet	$ 2.00
10. For each industrial waste pre-treatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixtures traps	$30.00
11. For installation, alteration or repair of water piping and/or water treating equipment	$ 7.00
12. For repair or alteration of drainage or vent piping	$ 7.00
13. For each lawn sprinkler system on any one meter, including backflow protection devices therefore	$ 7.00
14. For vacuum breakers or backflow protective devices on tanks, vats, etc. or floor installation on plumbing fixtures including necessary water piping: One (1) to five (5) Over five (5), each	 $ 7.00 $ 1.50
15. Gasoline storage tanks	$30.00
16. For new single or multi-family building, the following flat rate shall apply	$ 0.045 per SF
17. Fire sprinkler systems shall be based on value charged according to the fee schedule of Section 15.04.030 of the Code of the City of Lodi	
18. Gas piping pressure test (PG&E)	$15.00
19. Swimming pools	$20.00
OTHER INSPECTION FEES AND REFUNDS:	

1.	Inspections outside of normal business hours (Minimum charge-3 hours)	$ 65.00 per hr
2.	Reinspection fee	$ 50.00 each
3.	Inspections for which no fee is specifically indicated	$ 50.00 per hr
4.	Additional plan review required by the Building Official (Minimum charge - one-half hour)	$50.00 per hr
5.	Refunds on all permits shall be subject to a $35.00 administrative processing fee.	

ELECTRICAL PERMIT FEES TABLE NO. 3-A	
1. For issuing permits, a fee shall be paid for issuing each permit in addition to all other charges specified in this section	$20.00
2. For wiring outlets at which current is used or controlled	$1.00
3. For fixtures, sockets, or other lamp holding devices less than eighteen inches apart	$1.00
4. For each five feet or fraction thereof multi-outlet assembly	$1.00
5. For electric discharge lighting fixtures	$2.00
6. Mercury vapor lamps and equipment	$2.00
7. Heaters	$4.00
8. X-ray machines	$5.00
9. Swimming pools	$30.00
10. Electric ranges, range top and ovens, clothes dryers, water heaters	$5.00
11. For fixed motors, transformers, welder, rectifier, air conditioners and other miscellaneous equipment or appliances shall be that given in the following table for the rating thereof;	
Up to and including 1 hp	$5.00
Over 1 and not over 5	$7.00
Over 5 and not over 20	$10.00
Over 20 and not over 50	$15.00
Over 50 and not over 100	$20.00
Over 100 – Each motor per hp	$0.20
12. For any equipment or appliance containing more than one motor or other current consuming components in addition to the motor or motors, the combined electrical ratings, converted to KVA of all shall be used to determine the fee; for the purposed of this subsection one H.P. or one KW is equivalent to one KVA.	
13. The fees for a change of location or replacement of equipment on the same premises shall be the same as that for a new installation. However, no fees shall be required for moving any temporary construction motor from one place to another on the same site during the time of actual construction work after a permit has once been obtained.	
14. For switchboards the fees for installing, changing, replacing, relocating, or reinstalling a switchboard, or for additions to an existing switchboard shall be as follows:	
a) 600 volts and less	
First switchboard section	$20.00
Each additional section	$10.00
b) Over 600 volts	$30.00
Each additional section	$15.00
15. For distribution panels the fee for each distribution panel, panelboard, or motor control panel that is installed, changed, replaced, relocated or	$10.00

reinstalled	
16. For service installations, the installation of each set of service conductors and equipment, including changing, replacing or relocating existing service equipment, the fees shall be as shown in the following table: Type of Service Under 600 Volts (Including One Meter) 0 to 100 Amperes 101 to 200 Amperes 201 to 500 Amperes 501 to 1200 Amperes Over 1200 Amperes All services over 600 volts For each additional meter	 $10.00 $20.00 $30.00 $40.00 $75.00 $75.00 $2.00
17. For single-family dwelling on new construction work, the following flat rate shall apply to service panels, all outlets, range, dryer, and other miscellaneous circuits	$0.045 per SF
18. For multi-family building on new construction work, the following flat rate shall apply to subpanels, all outlets, range, dryer, and any other miscellaneous circuits	$0.035 per SF
19. Signs	$15.00 each
20. Inspections of damaged service	$20.00
No permit shall be issued to any person unless all fees due are paid in full.	
OTHER INSPECTION FEES AND REFUNDS	
1. Inspections outside of normal business hours (Minimum charge-3 hours)	$45.00 per hour
2. Reinspection fee	$35.00 each
3. Inspections for which no fee is specifically indicated	$34.00 per hour
4. Additional plan review required by changes, additions or revisions to approved plans (Minimum charge—one-half hour)	$34.00 per hour
5. Refunds on all permits shall be subject to a $35.00 administrative processing fee.	

MECHANICAL PERMIT FEES TABLE NO. 1-A	
1. For the issuance of each permit	$30.00
2. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTUs	$15.00
3. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 BTU's to and including 500,000 BTUs	$20.00
4. For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 500,000 BTU's	$25.00
5. For the installation or relocation of each floor furnace, including vent	$15.00
6. For the installation of relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	$15.00
7. For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	$10.00
8. For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by this code	$15.00
9. For the installation or relocation of each boiler or compressor to and including three horsepower, or each absorption system to and including 100,000 BTU's	$15.00
10. For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower, or each absorption system over 100,000 BTU's to and including 500,000 BTU's	$25.00
11. For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system over 500,000 BTU's and including 1,000,000 BTU's	$30.00
12. For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or each absorption system over 1,000,000 BTU's to and including 1,750,000 BTU's	$45.00
13. For the installation of or relocation of each boiler or refrigeration compressor over 50 horsepower, or each absorption system over 1,750,000 BTU's	$70.00
14. For each air handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto Note: This fee shall not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in this code.	$10.00
15. For each air handling unit over 10,000 cubic feet per minute	$15.00
16. For each evaporative cooler other that portable type	$10.00

17. For each ventilation fan connected to a single duct	$10.00
18. For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	$10.00
19. For the installation of each hood which is served by mechanical exhaust, including the ducts for hood	$10.00
20. For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code	$10.00
21. For single or multi-family building, the following flat rate shall apply	$0.045 per SF
22. Appliance inspection (PG&E)	$25.00
OTHER INSPECTION FEES AND REFUNDS	
1. Inspections outside of normal business hours (Minimum charge - 3 hours)	$65.00
2. Reinspection fee assessed under provision of Section 305.(f)	$50.00
3. Inspections for which no fee is specifically indicated (Minimum charge - one-half hour)	$65.00
4. Additional plan review as determined by the Building Official (Minimum charge - one-half hour).	$65.00
5. Refunds on all permits shall be subject to a $35.00 administrative processing fee.	

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING THE "2007 CALIFORNIA BUILDING CODE," VOLUMES 1 AND 2, THEREBY REPEALING AND RE-ENACTING LODI MUNICIPAL CODE CHAPTER 15.04 IN ITS ENTIRETY

==========

NOW THEREFORE the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.04 "Building Code" is hereby repealed in its entirety and reenacted to read as follows:

Chapter 15.04

Building Code

15.04.010 Adoption.
15.04.020 CBC Appendix Chapter 1 (Board of Appeals).
15.04.030 CBC Appendix Chapter 1 (Building Permit Fees and Valuation).
15.04.035 Fee Schedule.
15.04.040 Special Inspections – Downtown Business District.
15.04.050 Repetitive Submittals (Master Plans).
15.04.060 Violation – Misdemeanor.

15.04.010 Adoption

The provisions set forth in the 2007 California Building Code, Volumes 1, 2, including Appendix Chapter 1 Administration, Appendix I, J, and A1 thereto, are hereby adopted as the Building Code of the City of Lodi. The Building Code of the City of Lodi shall apply to all matters pertaining to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the City of Lodi, California; the issuance of building permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said "2007 California Building Code," Volumes 1, 2, and appendixes thereto.

15.04.020 CBC Appendix Chapter 1 (Board of Appeals):

Sec.112.1 - In order to determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of this Chapter, the City Council shall sit as a board of appeals. The Building Official shall be an ex-officio member and shall act as secretary of the Board. Three members present shall constitute a quorum and no act of the board shall be valid unless a majority of the full board shall concur therein.

The board of appeals shall adopt reasonable rules and regulations for conducting a meeting and investigations and shall render a decision and findings in duplicate. A copy will go to the Building Official with the other copy to the applicant.

15.04.030 CBC Appendix Chapter 1 (Building Permit Fees and Valuation):

Sec. 108.1. Building Permit Fees. A fee for each building permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

Section 108.2. The determination of value or valuation under any of the provisions of this Chapter shall be made by the Building Official and shall be based of the latest building valuation data as printed in the Building Safety Journal, published by the International Code Council, 5360 South Workman Mill Road, Whittier, CA 90601. The valuation to be used in computing the permit and plan check fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent work or permanent equipment.

EXCEPTION: The Building Official shall determine the valuation when no applicable data is available in Building Safety Journal.

15.04.035 Fee Schedule.

The schedule of building permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.04.040 Special Inspections – Downtown business district.

A. Notwithstanding any other provision of this Chapter, special inspection fees required to determine compliance with this Chapter for all buildings and structures located within the area designated by Lodi Municipal Code Section 13.12.195(B) as the "downtown business district" are waived.

B. The City Council finds and declares that the waiver of special inspection fees is taken to protect and preserve a crucial part of City's economy and to preserve a portion of the City's heritage by offering incentives for businesses to locate, relocate, or expand existing commercial uses within the downtown "business district."

15.04.050 Repetitive submittals (Master Plans):

A. Fees for the repetitive submittals of Master Plans shall be as follows:

1. Original plan: 100% of building permit fee, plus 10%.

2. Subsequent plans: 25% of building permit fee.

3. City's Building Code (Chapter 15.04) is subject to review and adoption every three years; as such, Master Plans expire upon adoption of City's new Building Code.

15.04.060 Violation – Misdemeanor

A. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any

building or structure located within the City, or cause the same to be done, contrary to or in violation of any of the provisions of this Chapter.

B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

C. In addition to the penalties set forth in Section 15.04.060 (B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2. No Mandatory Duty of Care: This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect January 1, 2008, which date is at least thirty (30) days after the passage of this ordinance.

Approved this____day of November, 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 November 7, 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

By:_____
JANICE D. MAGDICH
Deputy City Attorney

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING THE "2007 CALIFORNIA MECHANICAL CODE," THEREBY REPEALING AND RE-ENACTING LODI MUNICIPAL CODE CHAPTER 15.08 IN ITS ENTIRETY

==========

NOW THEREFORE the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.08 "Mechanical Code" is hereby repealed and reenacted in its entirety to read as follows:

Chapter 15.08

Mechanical Code

15.08.010 Adoption.
15.08.020 Mechanical Permit Fees.
15.08.025 Fee Schedule.
15.08.030 Installation.
15.08.040 Violation – Misdemeanor.

15.08.010 Adoption

The provisions set forth in the "2007 California Mechanical Code," together with appendix Chapter 1 Administration and all other appendix thereto, are hereby adopted as the Mechanical Code of the City of Lodi. The Mechanical Code of the City of Lodi shall apply to all matters pertaining to erection, installation, alteration, repair, relocation, replacement, addition to, use, or maintenance of any heating, ventilation, comfort cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances; to the issuance of permits and the collection of fees therefore; and the enforcement of the rules and regulations as set forth in said "2007 California Mechanical Code," together with the appendixes thereto, within the City of Lodi.

15.08.020 Mechanical Permit Fees

A fee for each mechanical permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.08.025 Fee Schedule.

The schedule of Mechanical Permit fees required by this Chapter will be those established and adopted by the City Council from time to time by resolution.

15.08.030 Installation.

Section 304.1 Installation. The California Mechanical Code adopted in Section 15.08.010, is amended to read as follows:

Section 304.1. 2. Location of heating and cooling equipment. Heating, cooling, and swimming pool equipment shall not be located within the required five-foot side yard setback as defined by the City of Lodi Zoning Ordinance for residential zonings.

15.08.040 Violation – Misdemeanor

A. It shall be unlawful for any person, to erect, install, alter, repair, relocate, add to, replace, use, or maintain heating, ventilating, comfort cooling, or refrigeration equipment in the jurisdiction, or cause the same to be done, contrary to or in violation of any of the provision of this Chapter. Maintenance of equipment which was unlawful at the time it was installed and which would be unlawful under this Code if installed after effective date of this Chapter, shall constitute a continuing violation of this Chapter.

B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

C. In addition to the penalties set forth in Section 15.08.040 (B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2 – No Mandatory Duty of Care: This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside if the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3 – Severability: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4: All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5: This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect January 1, 2008, which date is at least thirty (30) days after passage of this ordinance.

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 November 7, 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

By:_____
JANICE D. MAGDICH
Deputy City Attorney

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING THE "2007 CALIFORNIA ELECTRICAL CODE," AND THEREBY REPEALING AND RE-ENACTING LODI MUNICIPAL CODE CHAPTER 15.16 IN ITS ENTIRETY

==========

NOW, THEREFORE, the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.16 "Electrical Code" is hereby repealed and reenacted in its entirety to read as follows.

Chapter 15.16

Electrical Code

Sections:

15.16.010 Adoption.
15.16.020 Fees.
15.16.025 Fee Schedule.
15.16.030 Violation – Misdemeanor.

15.16.010 Adoption

The provisions set forth in the "2007 California Electrical Code" together with Annex G Administration and Enforcement thereto, are hereby adopted as the Electrical Code of the City of Lodi. The Electrical Code of the City of Lodi shall apply to all matters pertaining to the installation, alteration, or addition of electrical wiring, devices, appliances, or equipment in the City of Lodi, California; and the enforcement of the rules and regulations as set forth in the 2007 California Electrical Code and Annex thereto.

15.16.020 Fees

A fee for each electrical permit required by this Code shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.16.025 Fee Schedule

The Schedule of Electrical Permit Fees required by this Chapter will be those established and adopted by the City Council from time to time by Resolution.

15.16.030 Violation – Misdemeanor

A. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, or maintain any electrical wiring, devices, appliances or equipment or permit the same to be done in violation of this Chapter.

B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

C. In addition to the penalties set forth in Section 15.16.030 (B) above, City may at its sole discretion, seek to enforce its Building Code under Chapter 1.10 of this Code.

Section 2. - No Mandatory Duty of Care This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. - Severability If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect January 1, 2008, which date is at least thirty (30) days after the passage of this ordinance.

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 November 7, 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. STEVEN SCHWABAUER
City Attorney, City of Lodi

By_____
JANICE MAGDICH
Deputy City Attorney

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING THE "2007 CALIFORNIA PLUMBING CODE", THEREBY REPEALING AND REENACTING LODI MUNICIPAL CODE CHAPTER 15.12 IN ITS ENTIRETY

==========

NOW THEREFORE the City Council of the City of Lodi does ordain as follows:

Section 1. Lodi Municipal Code Chapter 15.12 "Plumbing Code" is hereby repealed and reenacted to read as follows:

Chapter 15.12

Plumbing Code

15.12.010 Adoption.
15.12.020 Department Having Jurisdiction.
15.12.030 Plumbing Permit Fees
15.12.035 Fee Schedule.
15.12.040 Violation – Misdemeanor.

15.12.010 Adoption

The provisions set forth in the "2007 California Plumbing Code" together with Appendix Chapter 1 Administration and enforcement thereof, and all other appendix thereto, are hereby adopted as the Plumbing Code of the City of Lodi. The Plumbing Code of the City of Lodi shall apply to all matters pertaining to plumbing, drainage systems and gas fittings in the City of Lodi.

15.12.020 Department Having Jurisdiction

The Building Division of the Community Development Department and the Building Official or his/her authorized representative shall enforce the provisions of this Chapter and shall have all of the duties and rights of the Administrative Authority as provided in the 2007 California Plumbing Code.

15.12.030 Plumbing Permit Fees

A fee for each plumbing permit required by this Chapter shall be paid to the City of Lodi. Fees shall be paid prior to permit issuance.

15.12.035 Fee Schedule

The schedule of plumbing permit fees required by this Chapter will be those established and adopted by City Council from time to time by resolution.

15.12.040 Violation – Misdemeanor

A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing or permit the same to be done in violation of this Chapter.

B. Any person, firm, or corporation violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter is guilty of a misdemeanor punishable on conviction as set forth in Chapter 1.08 of this Code. Each separate day or any portion of thereof, during which any violation of this Chapter occurs or continues, shall be deemed to constitute a separate offense and punished accordingly.

C. In addition to the penalties set forth in Section 15.12.040 (B) above, City may at its sole discretion, seek to enforce this Chapter under Chapter 1.10 of this Code.

Section 2 – No Mandatory Duty of Care: This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3 – Severability: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4: All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5: This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation, printed and published in the City of Lodi, and shall be in force and take effect January 1, 2008, which date is at least thirty (30) days after passage of this ordinance.

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 ____ was introduced at a regular meeting of the City Council of the City of Lodi held November 7, 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 ____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

By:_____
JANICE D. MAGDICH
Deputy City Attorney

DECLARATION OF POSTING

CONTINUED PUBLIC HEARING REGARDING ADOPTION OF THE 2007 CALIFORNIA BUILDING CODE, MECHANICAL CODE, ELECTRICAL CODE, PLUMBING CODE, AND FIRE CODE WITH LOCAL AMENDMENTS AND REVISE BUILDING PERMIT FEE SCHEDULE 1A, ALONG WITH FEE INCREASES FOR BUILDING, MECHANICAL, PLUMBING, AND ELECTRICAL PERMITS

On Friday, October 19, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adoption of the 2007 California Building Code, Mechanical Code, Electrical Code, Plumbing Code, and Fire Code with local amendments and revise Building Permit Fee Schedule 1A, along with fee increases for building, mechanical, plumbing, and electrical permits (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 October 19, 2007, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK

JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

CYNTHIA MURPHY
ADMINISTRATIVE CLERK

N:\Administration\CLERK\Forms\DECPOST.DOC

CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: November 7, 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 CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, November 7, 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 **continued** public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider approval of the following item:

a) **Adoption of the 2007 California Building Code, Mechanical Code, Electrical Code, Plumbing Code, and Fire Code with local amendments and revise Building Permit Fee Schedule 1A, along with fee increases for building, mechanical, plumbing, and electrical permits.**

Information regarding the 2007 California Building Code, Mechanical Code, Electrical Code, and Plumbing Code may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. Information pertaining to the Fire Code may be obtained in the Fire Department, 25 E. Pine Street, (209) 333-6735. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: **October 17, 2007**

Approved as to form:

D. Stephen Schwabauer
City Attorney

AGENDA ITEM I-03

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Continued public hearing to consider introduction of ordinance repealing and reenacting Chapter 20 of Title 15 of the City of Lodi Municipal Code regulating and governing fire prevention and adopting by reference code known as the "California Fire Code, Title 24, California Code of Regulations, Part 9", and the 2006 edition of the International Fire Code Standards, effective as of January 1, 2008.

MEETING DATE: November 7, 2007

PREPARED BY: Michael Pretz, Fire Chief

RECOMMENDED ACTION: Introduce ordinance to repeal and re-enact Chapter 20 of Title 15 of the City of Lodi Municipal Fire Code and adoption of California Fire Code, Title 24, California Code of Regulations, Part 9, and the 2006 edition of the International Fire Code Standards and close public hearing continued from October 17.

BACKGROUND INFORMATION: The State of California adopts codes relating to buildings, fire and life safety and associated codes on a three year cycle. California has eliminated a number of the Uniform Codes which included the Uniform Fire Code. The Uniform Fire Code has been the California adopted fire code since the early 1900s. The State of California has now joined with almost all states in adopting the International Fire Code along with the International Building Code. The International Fire Code was reviewed by fire and trade professionals from California and amendments were added or sections modified or deleted to continue the fire and life safety provisions California has adopted in the past. This document will now become a state minimum requirement throughout California effective January 1, 2008 and will be known as the 2007 California Fire Code.

The Lodi Municipal Fire Code was evaluated and recommendations for additions, deletions, modifications and/or corrections which have been made to the code to continue the guidance of our existing local ordinances with and are included in attached document "Summary of ordinances and changes".

FISCAL IMPACT: None

FUNDING AVAILABLE: None Required

_____
Michael Pretz, Fire Chief

MEP/lh

Attachments

APPROVED: _____
Blair King, City Manager

FIRE CODE ADOPTION INFORMATION PACKET

2007 CALIFORNIA FIRE CODE

Prepared by:
Verne Person
Fire Marshal
October 17, 2007

CITY OF LODI
F I R E D E P A R T M E N T

25 EAST PINE STREET
LODI, CALIFORNIA 95240
ADMINISTRATION (209) 333-6735 FIRE PREVENTION (209) 333-6739
FAX (209) 333-6844

Verne Person
Fire Marshal

Michael E. Pretz
Fire Chief

Kevin Donnelly
Operations Chief

George Juelch
Battalion Chief

Jeff Larson
Battalion Chief

Ron Penix
Battalion Chief

Ron Heberle
Training Officer

TO: Mayor and Members of the City Council

FROM: Verne Person, Fire Marshal

DATE: October 11, 2007

SUBJECT: INFORMATION PACKET – INTERNATIONAL FIRE CODE & LODI FIRE CODE ADOPTION

The adoption of the City of Lodi Municipal Fire Code is scheduled for the City Council meeting on November 7, 2007. Contained within this document are recommendations to the California Fire Code, 2007 Edition for inclusion into the Lodi Fire Code (LMC Chapter 15.20).

I have color coded the sections to provide for an easier review of the material. The color coding is as follows:

Summary of Ordinances and Changes.....Green
Ordinance Reflecting Recommended Changes (Red) .....Blue
Proposed Ordinance.....Yellow

The California Fire Code and California Building Code have undergone major changes. The Uniform Fire Code and Uniform Building Code are no longer in effect and the International Fire Code and International Building Code are now the adopted code for California. The Uniform Codes have been utilized since the early 1900s. California now joins 48 other states enforcing the provisions of the International Fire and Building Codes.

The one major change is the International Codes place more weight on fire sprinklers and less on area separations. For approximately 30 years, the fire service has been creating local ordinances to the fire code with regards to fire sprinklers. The focus of the code had been to alert occupants through the installation of fire alarm system. During this period of time, the California Building and Fire Code has continued to increase the types of occupancies requiring fire sprinkler systems for fire safety as well as property conservation. The direction of California and the fire service has dictated this life safety course and will continue to stay the course.

The International Codes are a minimum requirement throughout the State of California and in conjunction with state adopted amendments and local amendments a balance to the fire and life safety needs of the citizens of Lodi is ensured.

The significant additions/modifications to the LMC are as follows:

- Increases address lettering sizes to meet International Code requirements
- Establishes illuminated addresses on new buildings
- Establishes amplification system to specific building which inhibit radio transmissions from police or fie personnel during emergency responses
- Establish maintenance and notification system for fire protection systems
- Removes local exception for 2 hour fire walls in fire sprinkler ordinance
- Establishes identification of buildings with fire protection equipment
- Establishes guidelines for indoor tire storage
- Authorizes seizure of fireworks and destroying at owners expense
- Changes enforcement provisions within fire code to utilize LMC Chapter 1.10 – Administrative Enforcement Provisions, thus creating uniformity throughout city
- Creates administrative costs for inspections for failure to appear of being unprepared
- Establishes notification system of structure fires to Community Development for required inspections and permits
- Establishes enforcement provisions for continued work after stop work order has been issued.
- Establishes fire hydrant distribution requirements

CITY OF LODI FIRE CODE
SUMMARY OF ORDINANCES AND CHANGES

October, 2007

Lodi Municipal Code Section	California Fire Code Section	Summary	New, deleted, modification or correction
15.20.060	308.3.5	Superseded by California Code of Regulations - Title 19 – Section 3.25.Carrying of hand-held candles are not allowed under any circumstance in assembly, education or institutional occupancies.	Deletion
15.20.100	505(A)	Increases address lettering sizes to meet International Code requirements	Correction
15.20.100	505(E)	Establishes requirement for addresses to be illuminated on all new buildings. Not retroactive on existing buildings	New
15.20.120	Chapter 5	Establishes amplification system as well as inspections and maintenance to building which have building components or construction that create inadequate public safety radio transmission from within the building	New
15.20.150	901.7	Establishes a maintenance system to assure notification is made when fire protection system is inoperable or being serviced and company performing work on systems be licensed	New
15.20.160	903	Removes exception to City of Lodi fire sprinkler ordinance for 2-hour firewall	Modification
15.20.170	903	Establishes identification system for indicating buildings or portions of building which fire protection system serves, thus allowing emergency responders rapid operation of equipment	New
15.20.180	903	Creates exception of fire control room for single family dwelling and duplexes which have fire sprinkler systems.	Modification
15.20.210	Chapter 25	Sets guidelines for storage of tires inside structures	New
15.20.220	Chapter 33	Authorizes fire personnel to seize fireworks and destroy at the owner's expense	New
15.20.280	Appendix Chap. 1 105.1.1	Changes enforcement to Lodi Municipal Code- Chapter 1.10 Administrative Enforcement Provisions, to create uniformity with various city departments	Modification
15.20.290	Appendix Chap. 1 105.2.2	Establishes joint approval from all effected city departments	Modification
15.20.320	Appendix Chap. 1 106.2	Establishes fee for administrative costs associated with requested inspection when requestee fails to appear or is unprepared for inspection	New
15.20.330	Appendix Chap. 1 109.2 & 109.3	Changes enforcement to Lodi Municipal Code- Chapter 1.10 Administrative Enforcement Provisions, to create uniformity with various city departments, also defines terminology, and deletes one non fire related item	New
15.20.350	Appendix Chap. 1 110	Establishes notification by fire department to occupants or owners of fire damaged structures to contact Community Development to obtain inspection and proper permits for repairs	New
15.20.360	Appendix Chap. 1 111.4	Establishes failure to comply provisions for persons who continue work after a stop work order has been issued	New
15.20.370	Appendix C C105.1	Establishes requirements for fire hydrant distribution. No changes to current city policy	New

DELETED SECTIONS (2005 Adoption)	TITLE		
15.20.060	Appeals	Covered within International Code Appendix Chapter 1 Section 108	Deleted
15.20.020	Bureau of Fire Prevention	Covered within International Code Appendix Chapter 1 Section 103.1	Deleted
15.20.070	Responsibility for Enforcement	Covered within International Code Appendix Chapter 1	Deleted
15.20.100	Violation	Covered within International Code Appendix Chapter 1 Section 109 & Lodi Municipal Code Chapter 1.10 Administrative Enforcement Provisions	Deleted
15.20.110	Criminal or Civil Penalty for Violation	Covered within International Code Appendix Chapter 1 Section 109 & Lodi Municipal Code Chapter 1.10 Administrative Enforcement Provisions	Deleted
15.20.120	Misdemeanors – Continuing Violations	Covered within International Code Appendix Chapter 1 Section 109 & Lodi Municipal Code Chapter 1.10 Administrative Enforcement Provisions	Deleted
15.20.130	Prosecution	Covered within International Code Appendix Chapter 1 Section 109 & Lodi Municipal Code Chapter 1.10 Administrative Enforcement Provisions	Deleted
15.20.140	Penalty for Infraction	Covered within International Code Appendix Chapter 1 Section 109 & Lodi Municipal Code Chapter 1.10 Administrative Enforcement Provisions	Deleted
15.20.150	Penalty for Misdemeanor	Covered within International Code Appendix Chapter 1 Section 109 & Lodi Municipal Code Chapter 1.10 Administrative Enforcement Provisions	Deleted
15.20.170	Civil Penalties	Covered within International Code Appendix Chapter 1 Section 105.3.2	Deleted
15.20.190	Expiration	Covered within International Code Appendix Chapter 1 Section 109 & Lodi Municipal Code Chapter 1.10 Administrative Enforcement Provisions	Deleted
15.20.210	Violation	Covered within International Code Appendix Chapter 1 Section 109 & Lodi Municipal Code Chapter 1.10 Administrative Enforcement Provisions	Deleted
15.20.220	Inspection Required	Covered within International Code Appendix Chapter 1 Section 105.2.2	Deleted
15.20.320	Gates or Other Structures or Devices	Covered within International Code Section 503.5 and Lodi Fire Department Standard C-01	Deleted
15.20.390	Recreational Fires	Covered within International Code Section 307.1.1	Deleted

ORDINANCE NO.

AN ORDINANCE REPEALING AND REENACTING CHAPTER 15.20 OF TITLE 15 OF THE CITY OF LODI MUNICIPAL CODE REGULATING AND GOVERNING FIRE PREVENTION AND ADOPTING BY REFERENCE A CERTAIN CODE KNOWN AS THE "CALIFORNIA FIRE CODE, TITLE 24, CALIFORNIA CODE OF REGULATIONS, PART 9", INCORPORATING THE 2006 EDITION OF THE INTERNATIONAL FIRE CODE AND THE 2006 EDITION OF THE INTERNATIONAL FIRE CODE STANDARDS, AS ADOPTED AND COMPILED BY THE INTERNATIONAL CODE COUNCIL.

THE CITY COUNCIL OF THE CITY OF LODI DOES ORDAIN AS FOLLOWS:

Section 1. That a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Lodi, being marked and designated as the California Fire Code, 2007 edition, including Chapters 3, 5 and 25 and Appendix Chapters 1, D, E, F and G, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Lodi, in the State of California, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the City Clerks office of the City of Lodi are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. There is hereby adopted new Sections 15.20. 010 through 15.20.**380** of the Municipal Code of the City of Lodi to read in full as follows:

CHAPTER 15.20
FIRE CODE

Section:

15.20.010 Adoption
15.20.020 Enforcement
15.20.030 Definitions
15.20.040 Findings and filings
15.20.050 Open burning
15.20.060 Religious ceremonies
15.20.070 Pallets, palletized packing boxes and bin boxes
15.20.080 Dimensions – Fire Lanes
15.20.090 Surfaces – Fire Lanes

15.20.100 **Premises identification**
15.20.110 **Hazardous materials management plan box**
15.20.120 **Public safety radio building amplification system**
15.20.130 **Gas Meters - Gas service identification**
15.20.140 **Electrical disconnect**
15.20.150 **System maintenance – fire protection equipment**
15.20.160 **Automatic fire extinguishing systems**
15.20.170 **Sprinkler coverage identification**
15.20.180 **Fire control room**
15.20.190 **Fire alarm certification**
15.20.200 **Opening burning - construction sites**
15.20.210 **Inside tire storage**
15.20.220 **Seizure of fireworks**
15.20.230 **Limits explosive and blasting agents**
15.20.240 **Manufacturing of fireworks**
15.20.250 **Locations where aboveground tanks are prohibited – Class I & II liquids**
15.20.260 **Contract inspector**
15.20.270 **Fire investigators**
15.20.280 **Permit fees**
15.20.290 **Inspection authorized**
15.20.300 **Revocation**
15.20.310 **Permits required**
15.20.320 **Administrative costs - Inspections**
15.20.330 **Administrative enforcement provisions**
15.20.340 **Abatement of hazard by fire code official**
15.20.350 **Structural fires.**
15.20.360 **Failure to comply**
15.20.370 **Distribution of fire hydrants**
15.20.380 **Changes or modifications**

15.20.010 **Adoption**

The provisions set forth in that portion of the State Building Standards Code that imposes substantially the same requirements as are contained in the International Fire Code, 2006 Edition published by the International Code Council, Inc. and California Building Standards Commission with errata, together with those portions of the International Fire Code, 2006 Edition, including Appendixes, The International Fire Code Standards, 2006 Edition, as amended by the International Fire Code Standards, 2006 Edition, published by the International Code Council, Inc., not included in the State Building Standards Code, as modified and amended by this Chapter , are adopted as the Fire Code of the City of Lodi. The Fire Code of the City shall apply in all matters pertaining to storage, handling and use of hazardous substances, materials and devices; and to conditions hazardous to life and property in the use or premises within the City.

15.20.020 Enforcement

Peace officers and persons employed in such positions are authorized to exercise the authority provided in California Penal Code Section 836.5 and are authorized to issue citations for violation of this Chapter. The following designated employee positions may enforce the provisions of this Chapter by issuance of citations. The designated employee positions are: the City Manager or his or her duly authorized representative, the Fire Chief, the Fire Marshal, Fire Inspectors and all sworn members of the fire department

15.20.030 Definitions

a) Whenever the words "International Fire Code" is used in this Chapter, it shall mean the California Fire Code, Title 24, California Code of Regulations, Part 9, incorporating the 2006 Edition of the International Fire Code.
b) Whenever the word "municipality" is used in the International Fire Code, it shall mean the City of Lodi.
c) Whenever the words "Chief" or "Fire Code Official" are used in the International Fire Code, they shall mean the Fire Chief or his/her designated representative.

15.20.040 Findings and filings

The findings of facts in accordance with Health and Safety Code Section 17958.5, are filed separately with the California Building Standards Commission and Lodi City Clerk's Office.

15.20.050 Open burning

Section 307.1 of the California Fire Code is hereby amended to read as follows:

A person shall not kindle or authorize to be kindled or maintain any outdoor burning within the limits of the City of Lodi, except that this section shall not prohibit those fires that are approved by the Fire Code Official for the following purposes:

a. The prevention of a fire hazard that cannot be evaded by any other means.

b. The instruction of public employees in the methods of fighting fire.

c. The instruction of employees in the methods of fighting fire, when such fire is set, pursuant to permit, on property used for industrial purposes.

d. The setting of backfires necessary to save life or valuable property pursuant to section 4462 of the Public Resource Code.

e. The abatement of fire hazards pursuant to Section 13055 of the Health and Safety Code.

f. Disease or pest prevention, where there is an immediate need for and no reasonable alternative to burning.

Nothing in this section shall be construed as prohibiting open outdoor fires used only for cooking food for human consumption where such use is accomplished in an approved fireplace or barbecue pit, or for recreational purposes in areas approved by the Fire Code Official, provided that the combustible is clear dry wood or charcoal. Approval shall be in accordance with Section 307.1.1 – 307.5 of the California Fire Code.

15.20.060 Religious ceremonies

Section 308.3.5 of the California Fire Code is hereby deleted:

Title 19 of the California Code of Regulations – Public Safety - Section 3.25 (b) supersedes this section thereby making the carrying of hand-held candles illegal.

15.20.070 Pallets, palletized packing boxes and bin boxes

Section 315 of the California Fire Code is hereby amended to add the following:

A permit shall be required to store pallets, palletized packing boxes or bin boxes in excess of 30,000 board feet, in accordance with the following restrictions.

Pallets, palletized packing boxes and bin boxes shall be piled with due regard to stability of piles and in no case higher than 12 feet. Where pallets are piled next to a property line, the distance from the property line shall not be less than one half the pile height and in no case less than 5 feet from the property line.

Exception: Bin boxes may be stacked to a maximum height of 20 feet.

Driveways between and around pallets, bin boxes and palletized packing boxes shall be a minimum of 15 feet wide and maintained free from accumulations of rubbish, weeds, machinery or other articles that would block access or add to the fire hazard. Driveways shall be spaced so a maximum grid of storage is no more than 50 feet by 50 feet.

Pallets, palletized packing boxes, and bin boxes, operating under a permit, shall be enclosed by a suitable fence of at least 6 feet in height, unless storage is in a building.

An approved water supply and fire hydrants capable of supplying the required fire flow shall be provided within 150 feet of all portions of the storage areas in accordance with Section 508, California Fire Code and Lodi Municipal Code 15.20.370.

For permitting purposes one pallet will be calculated as having 25 board feet and palletized packing boxes and bin boxes will be calculated based on average board feet per box.

15.20.080 Dimensions.

Section 503.2.1 of the California Fire Code is hereby amended to read as follows:

Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, except for approved security gates in accordance with Section 503.6 of the California Fire Code and an unobstructed vertical clearance of not less than 13 feet 6 inches.

15.20.090 Surface.

Section 503.2.3 of the California Fire Code is hereby amended to read as follows:

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall provide a permanent surface of asphalt or concrete installed the full width of all streets, cul-de-sacs and fire lanes.

15.20.100 Premise Identification

Section 505.1 of the California Fire Code is hereby amended to read as follows:

A. Address numbers.

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch.

The approved minimum size dimensions of the numbers shall be as specified by Table 1.

Where a building is set back from the street or road fronting the property and where addresses may not be clearly identifiable due to distance from the street or roadway, landscape and architectural appendages, or other obstructions,

address posting shall be required both at the street driveway serving such building and on the building.

Table 1	
Distance to Building address measured from back of walk.	Size Height
25 Feet	4 inches
26-40 Feet	6 inches
41-55 Feet	9 inches
Over 55 Feet	12 inches

B. Address numbers – rear.

Any business or apartment building which affords vehicular access to the rear through a driveway, alley way or parking lot, shall also display approved identification or address numbers on the rear of the building for such business or apartment building in a location approved by the Fire Code Official.

C. Address Numbers – multiple dwelling units.

An approved diagram of the premises which clearly indicates all individual addresses of each unit in the complex shall be erected at the entrance driveways to every multiple dwelling complex having more than one building on the premises or when required by the Fire Code Official.

In addition, the Fire Code Official may require that individual buildings on the premises be identified in an approved manner.

D. Premises identification - multiple buildings.

An approved identification of multiple buildings within an industrial complex shall be required which clearly indicates each individual building in the complex. Identification shall be placed on each building in a size and location, when required by the Fire Code Official, and be visible for responding emergency personnel in an approved manner.

E. Address numbers - illumination.

Addressing shall be illuminated at night in all new buildings. Signs shall be internally or externally illuminated. When the luminance or the face of a sign is from an external source, it shall have an intensity of not less than 5.0 foot-candles. Internally illuminated signs shall provide equivalent luminance.

15.20.110 Hazardous materials management plan box

Section 506.3 of the California Fire Code is hereby amended to add the following:

When a business which handles hazardous materials is required to complete a Hazardous Materials Management Plan (HMMP), the Fire Code Official may require the installation of a secured box at the primary facility entrance or the fire control room which contains a copy of the Hazardous Materials Management Plan. This box shall be waterproof and capable of holding the document in a rolled condition without folding. Other characteristics of the box shall be approved by the Fire Code Official.

Businesses which handle acutely hazardous material as defined in Section 25532 of the Health and Safety Code shall install a Hazardous Material Management Plan Box in accordance with this section.

15.20.120 Public safety radio building amplification system.

Chapter 5 (Fire Service Features) of the California Fire Code is hereby amended to add the following:

A. Requirement for approved emergency responder radio coverage in buildings. All buildings shall have approved indoor radio coverage for emergency responders. Except as otherwise provided, no person shall erect, construct, change the use of or provide an addition of more than 20 percent to, any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for the City of Lodi radio communications system. Determining the existence of approved radio coverage and the correction of any deficiencies shall be the responsibility of the building owner. Existing buildings, buildings of one or two single family dwellings, or those below minimum areas as determined by the fire code official may be exempted from this requirement by the Fire Code Official.

B. Approved Radio Coverage. Approved radio coverage shall conform to the current standards of the Lodi Fire Department. These standards shall define the acceptable indoor signal levels to provide 90% reliability of the Lodi Public Safety Radio System inside structures. The fire code official may determine exceptions and additions to these standards as required to protect the integrity of the public safety radio system and provide acceptable signal levels in structures critical to public health and safety.

C. Indoor Public Safety Radio Enhancement Systems. If required by this code, any indoor pubic safety radio enhancement system must comply with current standards set by the Lodi Fire Department, and the regulations of the Federal Communications Commission. Systems shall be inspected, maintained, and modified as necessary to provide approved emergency responder radio coverage. If changes in FCC regulations or modifications to the Lodi Public Safety Radio System require modifications to a public

safety radio enhancement system, the building owner shall make necessary changes to conform to the existing standard.

15.20.130 Gas Meters - Gas service identification

Section 603.9 of the California Fire Code is hereby amended to add the following:

All buildings providing natural gas service through more than one (1) service meter or through multiple service connections shall have individual gas shutoffs identified in a manner approved by the Fire Chief indicating areas or units served.

15.20.140 Electrical disconnect

Section 605 of the California Fire Code is hereby amended to add the following:

All buildings constructed after July 1, 2005, shall have main electrical shut off accessible to the exterior of the structure. This may be accomplished by placing the shut off on the building exterior, an electrical room with a door leading directly to the exterior or a remote electrical (shunt) switch on the building exterior. Breakaway locks are allowable for security.

15.20.150 System maintenance – fire protection equipment.

Section 901.7 of the California Fire Code is hereby amended to add the following:

All individuals or companies installing, repairing, testing, servicing or maintaining sprinkler systems, fire hydrant systems, standpipes, fire alarm systems, portable fire extinguishes, smoke and heat ventilators, smoke-removal systems and other fire protection or extinguishing systems or appliances shall be a fire protection contractor or contractor licensed for said work by the State of California or have the appropriate license required by the California State Fire Marshal's Office or both.

The authority having jurisdiction shall be notified immediately when a fire protection or detection system or portion thereof is found inoperable.

The authority having jurisdiction shall be notified in writing within 72 hours by the person performing repairs, testing, or maintenance when a fire protection or detection system is not in compliance with applicable codes.

When changes involve shutting off water for a considerable number of sprinklers for more than 4 hours, temporary water supply connections shall be made to sprinkler systems so that reasonable protection can be maintained. Protection shall be restored

each night in so far as possible. The Fire Code Official may require a fire watch while any system is inoperative.

When shorts, failures or other interruptions of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station or is a local alarm only, the Fire Code Official may require the system to be disconnected or shunt out the private fire alarm system and/or circuit. When shorts, failures, or other interruption of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station, the Fire Code Official may require the system to be repaired and written notification to be provided to the Fire Code Official before he or she responds to alarms generated by the system.

Where alarm system(s) are wholly or partially out of service for more than 8 hours, the alarm company having responsibility shall notify the fire dispatch center.

15.20.160 Automatic fire extinguishing systems

Section 903 of the California Fire Code is hereby amended to add the following:

In addition to the requirements specified in Section 903 of the California Fire Code, an automatic sprinkler system shall be installed throughout and maintained in an operable condition regardless of the installation of area separation walls in the following building:

(1) Every building hereafter constructed in which the total floor area is 6,000 square feet or more.

(2) Every building hereafter constructed of three or more stories as defined in the Uniform Building Code.

(3) Every building hereafter in which the square footage existing as of September 1, 1997 is increased by 50% and the total square footage of the building exceeds 6,000 square feet.

Exception:

1. Group R, Division 3 occupancies.

15.20.170 Sprinkler coverage identification

Section 903 of the California Fire Code is hereby amended to add the following:

When required by the Fire Code Official, approved signs shall identify the building(s) or portions of building(s) served by a fire department connection and/or riser.

15.20.180 Fire control room

Section 903 of the California Fire Code is hereby amended to add the following:

An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Existing buildings installing automatic fire extinguishing system shall have a fire control room added unless approved by the Fire Code Official or his/her designee for good cause. Fire control room shall contain all system control valves, fire alarm control panels and other fire equipment required by the Fire Code Official. Fire control rooms shall be located within the building at a location approved by the Fire Code Official, and shall be provided with a means to access the room directly from the exterior. Durable signage shall be provided on the exterior side of the access door to identify the fire control room.

EXCEPTION: Group R, Division 3 occupancies.

15.20.190 Fire alarm certification

Section 907.15 of the California Fire Code is hereby amended to add the following:

The permittee shall provide a serially numbered certificate from an approved nationally recognized testing laboratory for all required fire alarm systems indicating that the system has been installed in accordance with the approved plans and specifications and meets National Fire Protection Association Standards. Certification shall be required for all new systems to be installed after July 1, 2003. All existing systems must obtain certification in a timely manner, as approved by the Fire Code Official. A copy of the certification shall be provided to the Fire Code Official at no cost.

15.20.200 Open burning - construction sites.

Section 1404.3 of the California Fire Code is hereby amended to add the following:

No fire shall be permitted to burn on any construction site for any purpose. This section is not intended to prohibit the use of devices or tools producing a flame when used in an approved manner and necessary for the construction of the building.

15.20.210 Inside tire storage

Chapter 25 (Tire Rebuilding and Tire Storage) of the California Fire Code is hereby amended to add the following:

Inside tire storage shall be in accordance with the following requirements.

Tires stored on side walls shall not be higher than six feet. Tires stored in a lace pattern shall not be higher than 5 feet. A minimum of 3 feet of clearance from tire storage racks shall be maintained in all directions to roof structure, sprinkler deflectors, unit heaters, supply and return air duct registers, lighting fixtures, electrical outlets or any other producing device. On-tread storage piles, regardless of storage needs, shall not exceed 25 feet in the direction of the wheel holes. On-floor, on-tread storage shall not exceed 5 feet in height. The width of the main aisles between piles shall not be less than 8 feet. Any aisle other than the main aisles shall not be less than 4 feet in width.

Definitions:
On-side storage: Tires stored horizontally or flat.
On-tread storage: Tires stored vertically or on their treads.
Laced storage: Tires stored where the sides of the tires overlap, creating a woven or laced appearance.

15.20.220 Seizure of fireworks

Chapter 33 (Explosives and Fireworks) of the California Fire Code is hereby amended to add the following:

The Fire Code Official is authorized to seize, take, remove or cause to be removed at the expense of the owner all stocks of fireworks offered or exposed for sale, stored or held in violation of local, state, or federal regulations.

15.20.230 Limits explosive and blasting agents.

Chapter 33 (Explosives and Fireworks) of the California Fire Code is hereby amended to add the following:

The storage of explosives and blasting agents is prohibited within the City limits, except in areas zoned **M-2** as such zone is defined in the zoning regulations of the City.

15.20.240 Manufacturing of fireworks

Chapter 33 (Explosives and Fireworks) of the California Fire Code is hereby amended to add the following:

The manufacture of fireworks within the limits of the City of Lodi is prohibited.

15.20.250 Locations where aboveground tanks are prohibited – Class I & II liquids

Section 3404.2.9.5.1 of the California Fire Code is hereby amended to read as follows:

Storage of Class I and Class II liquids in aboveground tanks outside of buildings is prohibited within the limits of the City of Lodi except areas zoned **IP, M-1 and M-2** as such zones are defined in the zoning regulations of the City of Lodi.

15.20.260 Contract inspector

Appendix Chapter 1 - Section 104.7 of the California Fire Code is hereby amended to add the following:

The Fire Code Official may require the owner or the person in possession or control of the building or premise to provide, without charge to the fire department, a special inspector ("Contract Inspector"), when the department requires technical expertise for assistance to conduct the required inspections.

The Contract Inspector shall be a qualified person who shall demonstrate his/her competence to the satisfaction of the Fire Code Official, for inspection of a particular type of construction, operation, fire extinguishing or detection system or process.

Duties and responsibilities of the Contract Inspector shall include but not be limited to the following:

1. The Contract Inspector shall observe the work assigned for conformance with the approved design drawing and specifications.
2. The Contract Inspector shall furnish inspection reports to the Fire Code Official, Building Official and other designated persons as required by the Fire Code Official. All discrepancies shall be brought to the immediate attention of the contractor for correction, then if uncorrected, to the proper design authority, Fire Code Official, and to the building official.
3. The Contract Inspector shall submit a final signed report stating whether the work requiring inspection was, to the best of his/her knowledge, in conformance with the approved plans and specifications and the applicable workmanship provision of this code.

15.20.270 Fire investigators

Appendix Chapter 1 - Section 104.10 of the California Fire Code is hereby amended to add the following:

All sworn members assigned to the Fire Prevention Bureau or Fire Investigation Unit are hereby assigned as Fire Investigators and as such shall enforce the provisions of the California Penal Code as it pertains to fire and arson investigations.

15.20.280 Permit fees

Appendix Chapter 1 - Section 1045.1.1 of the California Fire Code is hereby amended to add the following:

The fee for each permit shall be as set forth from time to time by resolution of the Lodi City Council. The City may establish fees sufficient to recover its costs in administering this Code. No permit shall be issued until such fees have been paid, and administrative citations may be issued to persons violating this Code by the persons allowed to issue citations as stated in Lodi Municipal Code – Chapter 1.10 – Administrative Enforcement Provisions.
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15.20.290 Inspection authorized

Appendix Chapter 1 - Section 105.2.2 of the California Fire Code is hereby amended to read as follows:

Before a new operational permit is approved, the Fire Code Official is authorized to inspect the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used to determine compliance with this Code or any operational constraints required. Instances where laws or regulations are enforced by departments other than the fire department, joint approval shall be obtained from all departments concerned.

No final inspection under this Code, as to all or any portion of the development, shall be deemed completed and no certificate of occupancy shall be issued unless and until the requirements imposed by this Code have been completed and the final approval thereof, by the Fire Department, has been given as provided herein and all plan reviews and inspection fees paid.

15.20.300 Revocation

Appendix Chapter 1 - Section 105.5 of the California Fire Code is hereby amended to add the following:

The Fire Code Official further shall have the power to revoke, suspend, or deny the granting of any permit required pursuant to the provision of this Code for any of the following reasons:

(a) When deemed necessary for the protection of life, limb, or property; or

(b) For changing the occupancy, equipment, materials, processes, or other conditions in such a manner as to create a greater danger of fire or explosion or less protection than was present at the time of the issuance of such permits.

15.20.310 Permits required

Appendix Chapter 1 - Section 105.6 of the California Fire Code is hereby amended to add the following:

Christmas Tree Lots. A permit issued by the Fire Code Official is required to operate a Christmas Tree Lot with or without flame proofing services.

Haunted Houses. A permit issued by the Fire Code Official is required to operate a temporary or permanent haunted house.

Special Events. A permit issued by the Fire Code Official is required to conduct a special event that is not otherwise listed in this Code and in the opinion of the Fire Code Official or his or her designee poses a fire or life safety concern to the public.

15.20.320 Administrative costs - inspections.

Appendix Chapter 1 - Section 106.2 of the California Fire Code is hereby amended to add the following:

When a test or inspection is scheduled and the contractor fails to perform to the satisfaction of the authority having jurisdiction, the authority having jurisdiction may bill the contractor for actual time spent traveling to and from the test/inspection location and the time spent at the test/inspection site as well as administrative costs.

15.20.330 Administrative enforcement provisions

Appendix Chapter 1 - Section 109.2 and 109.3 of the California Fire Code is hereby amended to read as follows:

Notices of violation, citation or penalties shall comply with Lodi Municipal Code – Chapter 1.10 – Administrative Enforcement Provisions with the following terminology changes or deletions wherever stated in Chapter 1.10.

(a) Whenever the word "Community Improvement Officer" is used, it shall mean the Fire Code Official.
(b) Whenever the word "Department of Public Safety" is used, it shall mean the Lodi Fire Department.
(c) Whenever the word "Community Development Director" or "Director" is used, it shall mean the Fire Chief or his designee.

(d) Whenever the word "Uniform Codes" is used, it shall mean the International Codes.
(e) Section 1.11.260E is not applicable to the provisions of this chapter, (Community Awareness and Responsibility Education Classes) as it pertains to residential dwellings.

15.20.340 Abatement of hazard by fire code official

Appendix Chapter 1 - Section 109 of the California Fire Code is hereby amended to add the following:

If any person fails to comply with the orders of the Fire Code Official, or if the Fire Code Official is unable to locate the owner, operator, occupant or other person responsible within a reasonable time, the Fire Code Official or his or her authorized representative may take such steps as are necessary to abate the hazard for the protection of the public health and safety. No event notice is necessary before abatement, when the hazard is a clear and present danger to the public welfare. All costs related to such abatement shall become a lien or special assessment on the subject property.

15.20.350 Structural fires.

Appendix Chapter 1 - Section 110 of the California Fire Code is hereby amended to add the following:

The Chief Officer at the scene shall attempt to notify all occupants or owners of structures, which have suffered damage by fire, that such structures or buildings must be inspected before any repairs thereof are made. A permit covering the structural, electrical and plumbing repairs shall be obtained from the City of Lodi Community Development Department. The Chief Officer shall report all such structural fires to the Chief Building Official or his/her designee within twenty-four hours after the occurrence of such fire.

15.20.360 Failure to comply

Appendix Chapter 1 - Section 111.4 of the California Fire Code is hereby amended to add the following:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than that stated in Lodi Municipal Code – Chapter 1.10 – Administrative Enforcement Provisions.

15.20.370 Distribution of fire hydrants

Appendix C - Section C105.1 of the California Fire Code is hereby amended to read as follows:

Private fire hydrants and public off site fire hydrants shall be spaced with the maximum distances as specified by Table 2.

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Table 2

Zoning Type	**Maximum Spacing**
Commercial, high density, industrial or high-value	300 feet
Low Density Residential	500 feet
Residential Reverse Frontage	1000 feet

Hydrants shall be required on both sides of the street whenever one or more of the following conditions exist:

1. Streets have median center dividers that make access to hydrants difficult, cause time delays, or create undue hazard or both.
2. On major arterials when there is more than four lanes of traffic
3. Width of street in excess of 88 feet
4. The existing street being widened or having a raised median center divider in the future pursuant to the General Plan Roadway Improvements Plans for the City of Lodi.

15.20.380 Changes or modifications

In accordance with Health and Safety Code Section 17958.5, the adoption of amendments more restrictive than the requirements contained in the provisions published in the California Building Standard Code, are needed because of local conditions, as specified below:

(A) Climatic

(1) Conditions

Precipitation averages 18 inches per year, and can reach as high as 35 inches per year. Virtually all of the rain occurs during the months of October through April. The remaining months receive little or no rain. Temperatures during the summer months can reach as high as 110 and City of Lodi averages 19 days over 100 each year. Relative humidity during these summer months is very low. Lodi averages 34 days of dense fog per year, and has had as many as 64 foggy days.

(2) Impacts

The generally dry, hot summer months create extreme fire conditions. Adding to this situation is the dryness and combustibility of many structures during the summer, especially true of structures with wood siding and roofs constructed of wood shakes and shingles. The cyclical uncertainty that allow weather events can cause rapid melting of the snow pack which causes flood potential in areas surrounding the Mokelumne River. The foggy conditions can inhibit the dispatch and timeliness of emergency equipment reaching the site of a fire. During foggy periods it is common place for visibility to be near zero, which results in emergency equipment having to decrease their speed to less than 25 miles per hour.

(B) Geographic

(1) Conditions

The City of Lodi is subject to ground tremors from seismic events as the County is in seismic Zone 3. The Mokelumne River, which borders the northern city limits, is subjected to flood potential and its levies are subject to failure from seismic activity or high water.

(2) Impacts

The geologic conditions in San Joaquin County in general, and the City of Lodi, in particular, have the potential of restricting access to structures, especially in remote or isolated areas. A moderate earthquake or extended periods or rain can impact local access roads.

(C) Topographic

(1) Conditions

The City of Lodi consists mainly of the San Joaquin Valley floor. The valley floor is typically flat land area bisected by intermittent and year round stream and river systems. Much of the valley floor is irrigated agriculture. Low land areas protected by a complex and extensive levee system characterize the Delta area. Union Pacific Railroad Tracks bisect the eastern and western portions of Lodi as well as Highway 99 creating traffic congestion and emergency response delays.

(2) Impacts

The valley floor is frequently subject to both general and localized flooding. Because the area is so flat and low, it is not unusual for local drainage systems to be inadequate during heavy rain periods. This condition can isolate areas where roads are flooded and

thereby block access. With the OSHA "two-in two-out" rule requiring two fire fighters ready to make attack only when two others are present, the potential delay in east-west response increases the risk to firefighter and the public.

While it is clearly understood that the adoption of such amendments may not prevent the incidence of fire, the implementation of these various amendments to the code attempt to reduce the severity and potential loss of life, property and protection of the environment.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed insofar as such conflict may exist

Section 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Lodi hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. That the City Clerk is hereby ordered and directed to cause this ordinance to be published. This ordinance shall be published one time in "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi.

Section 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect effective January 1, 2008, a date which is at least thirty (30) days after the passage of this ordinance.

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 October 17, 2007, and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held _____, 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

_____
Janice D. Magdich
Deputy City Attorney

ORDINANCE NO.____

AN ORDINANCE REPEALING AND REENACTING CHAPTER 15.20 OF TITLE 15 OF THE CITY OF LODI MUNICIPAL CODE REGULATING AND GOVERNING FIRE PREVENTION AND ADOPTING BY REFERENCE A CERTAIN CODE KNOWN AS THE "CALIFORNIA FIRE CODE, TITLE 24, CALIFORNIA CODE OF REGULATIONS, PART 9", INCORPORATING THE 2006 EDITION OF THE INTERNATIONAL FIRE CODE AND THE 2006 EDITION OF THE INTERNATIONAL FIRE CODE STANDARDS, AS ADOPTED AND COMPILED BY THE INTERNATIONAL CODE COUNCIL.
==========

THE CITY COUNCIL OF THE CITY OF LODI DOES ORDAIN AS FOLLOWS:

Section 1. That a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Lodi, being marked and designated as the California Fire Code, 2007 edition, including Chapters 3, 5 and 25 and Appendix Chapters 1, D, E, F and G, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Lodi, in the State of California, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the City Clerks office of the City of Lodi are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. There is hereby adopted new Sections 15.20.010 through 15.20.380 of the Municipal Code of the City of Lodi to read in full as follows:

CHAPTER 15.20
FIRE CODE

Section:

15.20.010 Adoption
15.20.020 Enforcement
15.20.030 Definitions
15.20.040 Findings and filings
15.20.050 Open burning
15.20.060 Religious ceremonies
15.20.070 Pallets, palletized packing boxes and bin boxes
15.20.080 Dimensions – Fire Lanes
15.20.090 Surfaces – Fire Lanes
15.20.100 Premises Identification
15.20.110 Hazardous materials management plan box
15.20.120 Public safety radio building amplification system
15.20.130 Gas Meters - Gas service identification
15.20.140 Electrical disconnect
15.20.150 System maintenance – fire protection equipment
15.20.160 Automatic fire extinguishing systems
15.20.170 Sprinkler coverage identification
15.20.180 Fire control room
15.20.190 Fire alarm certification
15.20.200 Opening burning - construction sites
15.20.210 Inside tire storage

15.20.220 Seizure of fireworks
15.20.230 Limits explosive and blasting agents
15.20.240 Manufacturing of fireworks
15.20.250 Locations where aboveground tanks are prohibited – Class I & II liquids
15.20.260 Contract inspector
15.20.270 Fire investigators
15.20.280 Permit fees
15.20.290 Inspection authorized
15.20.300 Revocation
15.20.310 Permits required
15.20.320 Administrative costs - Inspections
15.20.330 Administrative enforcement provisions
15.20.340 Abatement of hazard by fire code official
15.20.350 Structural fires.
15.20.360 Failure to comply
15.20.370 Distribution of fire hydrants
15.20.380 Changes or modifications

15.20.010 Adoption

The provisions set forth in that portion of the State Building Standards Code that impose substantially the same requirements as are contained in the International Fire Code, 2006 Edition published by the International Code Council, Inc. and California Building Standards Commission with errata, together with those portions of the International Fire Code, 2006 Edition, including Appendixes, The International Fire Code Standards, 2006 Edition, as amended by the International Fire Code Standards, 2006 Edition, published by the International Code Council, Inc., not included in the State Building Standards Code, as modified and amended by this Chapter, are adopted as the Fire Code of the City of Lodi. The Fire Code of the City shall apply in all matters pertaining to storage, handling and use of hazardous substances, materials and devices; and to conditions hazardous to life and property in the use or premises within the City.

15.20.020 Enforcement

Peace officers and persons employed in such positions are authorized to exercise the authority provided in California Penal Code Section 836.5 and are authorized to issue citations for violation of this Chapter. The following designated employee positions may enforce the provisions of this Chapter by issuance of citations. The designated employee positions are: the City Manager or his or her duly authorized representative, the Fire Chief, the Fire Marshal, Fire Inspectors and all sworn members of the fire department

15.20.030 Definitions

a) Whenever the words “International Fire Code” is used in this Chapter, it shall mean the California Fire Code, Title 24, California Code of Regulations, Part 9, incorporating the 2006 Edition of the International Fire Code.

b) Whenever the word “municipality” is used in the International Fire Code, it shall mean the City of Lodi.

c) Whenever the words “Chief” or “Fire Code Official” is used in the International Fire Code, they shall mean the Fire Chief or his/her designated representative.

15.20.040 Findings and filings

The findings of facts in accordance with Health and Safety Code Section 17958.5 are filed separately with the California Building Standards Commission and Lodi City Clerk’s Office.

15.20.050 Open burning

Section 307.1 of the California Fire Code is hereby amended to read as follows:

A person shall not kindle or authorize to be kindled or maintain any outdoor burning within the limits of the City of Lodi, except that this section shall not prohibit those fires that are approved by the Fire Code Official for the following purposes:

a. The prevention of a fire hazard that cannot be evaded by any other means.

b. The instruction of public employees in the methods of fighting fire.

c. The instruction of employees in the methods of fighting fire, when such fire is set, pursuant to permit, on property used for industrial purposes.

d. The setting of backfires necessary to save life or valuable property pursuant to section 4462 of the Public Resource Code.

e. The abatement of fire hazards pursuant to Section 13055 of the Health and Safety Code.

f. Disease or pest prevention, where there is an immediate need for and no reasonable alternative to burning.

Nothing in this section shall be construed as prohibiting open outdoor fires used only for cooking food for human consumption where such use is accomplished in an approved fireplace or barbecue pit, or for recreational purposes in areas approved by the Fire Code Official, provided that the combustible is clear dry wood or charcoal. Approval shall be in accordance with Section 307.1.1 – 307.5 of the California Fire Code.

15.20.060 Religious ceremonies

Section 308.3.5 of the California Fire Code is hereby deleted:

Title 19 of the California Code of Regulations – Public Safety - Section 3.25 (b) supersedes this section thereby making the carrying of hand-held candles illegal.

15.20.070 Pallets, palletized packing boxes and bin boxes

Section 315 of the California Fire Code is hereby amended to add the following:

A permit shall be required to store pallets, palletized packing boxes or bin boxes in excess of 30,000 board feet, in accordance with the following restrictions.

Pallets, palletized packing boxes and bin boxes shall be piled with due regard to stability of piles and in no case higher than 12 feet. Where pallets are piled next to a property line, the distance from the property line shall not be less than one half the pile height and in no case less than 5 feet from the property line.

Exception: Bin boxes may be stacked to a maximum height of 20 feet.

Driveways between and around pallets, bin boxes and palletized packing boxes shall be a minimum of 15 feet wide and maintained free from accumulations of rubbish, weeds, machinery or other articles that would block access or add to the fire hazard. Driveways shall be spaced so a maximum grid of storage is no more than 50 feet by 50 feet.

Pallets, palletized packing boxes, and bin boxes, operating under a permit, shall be enclosed by a suitable fence of at least 6 feet in height, unless storage is in a building.

An approved water supply and fire hydrants capable of supplying the required fire flow shall be provided within 150 feet of all portions of the storage areas in accordance with Section 508, California Fire Code and Lodi Municipal Code 15.20.370.

For permitting purposes one pallet will be calculated as having 25 board feet and palletized packing boxes and bin boxes will be calculated based on average board feet per box.

15.20.080 Dimensions – fire lanes

Section 503.2.1 of the California Fire Code is hereby amended to read as follows:

Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, except for approved security gates in accordance with Section 503.6 of the California Fire Code and an unobstructed vertical clearance of not less than 13 feet 6 inches.

15.20.090 Surface – fire lanes

Section 503.2.3 of the California Fire Code is hereby amended to read as follows:

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall provide a permanent surface of asphalt or concrete installed the full width of all streets, cul-de-sacs and fire lanes.

15.20.100 Premises Identification

Section 505.1 of the California Fire Code is hereby amended to read as follows:

A. Address Numbers.

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch.

The approved minimum size dimensions of the numbers shall be as specified by Table 1.

Where a building is set back from the street or road fronting the property and where addresses may not be clearly identifiable due to distance from the street or roadway, landscape and architectural appendages, or other obstructions, address posting shall be required both at the street driveway serving such building and on the building.

Table 1

Distance to Building address measured from back of walk.	Size Height
25 Feet	4 inches
26-40 Feet	6 inches
41-55 Feet	9 inches
Over 55 Feet	12 inches

B. Address numbers – rear.

Any business or apartment building which affords vehicular access to the rear through a driveway, alley way or parking lot, shall also dsplay approved identification or address numbers on the rear of the building for such business or apartment building in a location approved by the Fire Code Official.

C. Address numbers - multiple dwelling units.

An approved diagram of the premises which clearly indicates all individual addresses of each unit in the complex shall be erected at the entrance driveways to every multiple dwelling complex having more than one building on the premises or when required by the Fire Code Official.

In addition, the Fire Code Official may require that individual buildings on the premises be identified in an approved manner.

D. Premises identification-multiple buildings.

An approved identification of multiple buildings within an industrial complex shall be required which clearly indicates each individual building in the complex. Identification shall be placed on each building in a size and location,

when required by the Fire Code Official, and be visible for responding emergency personnel in an approved manner.

E. Address numbers - illumination.

Addressing shall be illuminated at night in all new buildings. Signs shall be internally or externally illuminated. When the luminance or the face of a sign is from an external source, it shall have an intensity of not less than 5.0 foot-candles. Internally illuminated signs shall provide equivalent luminance.

15.20.110 Hazardous materials management plan box

Section 506.3 of the California Fire Code is hereby amended to add the following:

When a business which handles hazardous materials is required to complete a Hazardous Materials Management Plan (HMMP), the Fire Code Official may require the installation of a secured box at the primary facility entrance or the fire control room which contains a copy of the Hazardous Materials Management Plan. This box shall be waterproof and capable of holding the document in a rolled condition without folding. Other characteristics of the box shall be approved by the Fire Code Official.

Businesses which handle acutely hazardous material as defined in Section 25532 of the Health and Safety Code shall install a Hazardous Material Management Plan Box in accordance with this section.

15.20.120 Public safety radio building amplification system.

Chapter 5 (Fire Service Features) of the California Fire Code is hereby amended to add the following:

A. Requirement for approved emergency responder radio coverage in buildings.

All buildings shall have approved indoor radio coverage for emergency responders. Except as otherwise provided, no person shall erect, construct, change the use of or provide an addition of more than 20 percent to, any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for the City of Lodi radio communications system. Determining the existence of approved radio coverage and the correction of any deficiencies shall be the responsibility of the building owner. Existing buildings, buildings of one or two single family dwellings, or those below minimum areas as determined by the fire code official may be exempted from this requirement by the Fire Code Official.

B. Approved Radio Coverage.

Approved radio coverage shall conform to the current standards of the Lodi Fire Department. These standards shall define the acceptable indoor signal levels to provide 90% reliability of the Lodi Public Safety Radio System inside structures. The fire code official may determine exceptions and additions to these standards as required to protect the integrity of the public safety radio system and provide acceptable signal levels in structures critical to public health and safety.

C. Indoor Public Safety Radio Enhancement Systems.

If required by this code, any indoor pubic safety radio enhancement system must comply with current standards set by the Lodi Fire Department, and the regulations of the Federal Communications Commission. Systems shall be inspected, maintained, and modified as necessary to provide approved emergency responder radio coverage. If changes in FCC regulations or modifications to the Lodi Public Safety Radio System require modifications to a public safety radio enhancement system, the building owner shall make necessary changes to conform to the existing standard.

15.20.130 Gas Meters - Gas service identification

Section 603.9 of the California Fire Code is hereby amended to add the following:

All buildings providing natural gas service through more than one (1) service meter or through multiple service connections shall have individual gas shutoffs identified in a manner approved by the Fire Chief indicating areas or units served.

15.20.140 Electrical disconnect

Section 605 of the California Fire Code is hereby amended to add the following:

All buildings constructed after July 1, 2005, shall have main electrical shut off accessible to the exterior of the structure. This may be accomplished by placing the shut off on the building exterior, an electrical room with a door leading directly to the exterior or a remote electrical (shunt) switch on the building exterior. Breakaway locks are allowable for security.

15.20.150 System maintenance – fire protection equipment.

Section 901.7 of the California Fire Code is hereby amended to add the following:

All individuals or companies installing, repairing, testing, servicing or maintaining sprinkler systems, fire hydrant systems, standpipes, fire alarm systems, portable fire extinguishes, smoke and heat ventilators, smoke-removal systems and other fire protection or extinguishing systems or appliances shall be a fire protection contractor or contractor licensed for said work by the State of California or have the appropriate license required by the California State Fire Marshal's Office or both.

The authority having jurisdiction shall be notified immediately when a fire protection or detection system or portion thereof is found inoperable.

The authority having jurisdiction shall be notified in writing within 72 hours by the person performing repairs, testing, or maintenance when a fire protection or detection system is not in compliance with applicable codes.

When changes involve shutting off water for a considerable number of sprinklers for more than 4 hours, temporary water supply connections shall be made to sprinkler systems so that reasonable protection can be maintained. Protection shall be restored

each night in so far as possible. The Fire Code Official may require a fire watch while any system is inoperative.

When shorts, failures or other interruptions of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station or is a local alarm only, the Fire Code Official may require the system to be disconnected or shunt out the private fire alarm system and/or circuit. When shorts, failures, or other interruption of service occur within a building's fire alarm system that connects to an approved alarm service provider's Type A (listed) Central Station, the Fire Code Official may require the system to be repaired and written notification to be provided to the Fire Code Official before he or she responds to alarms generated by the system.

Where alarm system(s) are wholly or partially out of service for more than 8 hours, the alarm company having responsibility shall notify the fire dispatch center.

15.20.160 Automatic fire extinguishing systems

Section 903 of the California Fire Code is hereby amended to add the following:

In addition to the requirements specified in Section 903 of the California Fire Code, an automatic sprinkler system shall be installed throughout and maintained in an operable condition regardless of the installation of area separation walls in the following buildings:

(1) Every building hereafter constructed in which the total floor area is 6,000 square feet or more.

(2) Every building hereafter constructed of three or more stories as defined in the Uniform Building Code.

(3) Every building hereafter in which the square footage existing as of September 1, 1997 is increased by 50% and the total square footage of the building exceeds 6,000 square feet.

Exception:

1. Group R, Division 3 occupancies.

15.20.170 Sprinkler coverage identification

Section 903 of the California Fire Code is hereby amended to add the following:

When required by the Fire Code Official, approved signs shall identify the building(s) or portions of building(s) served by a fire department connection and/or riser.

15.20.180 Fire control room

Section 903 of the California Fire Code is hereby amended to add the following:

An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Existing buildings installing automatic fire

extinguishing system shall have a fire control room added unless approved by the Fire Code Official or his/her designee for good cause. Fire control room shall contain all system control valves, fire alarm control panels and other fire equipment required by the Fire Code Official. Fire control rooms shall be located within the building at a location approved by the Fire Code Official, and shall be provided with a means to access the room directly from the exterior. Durable signage shall be provided on the exterior side of the access door to identify the fire control room.

EXCEPTION: Group R, Division 3 occupancies.

15.20.190 Fire alarm certification

Section 907.15 of the California Fire Code is hereby amended to add the following:

The permittee shall provide a serially numbered certificate from an approved nationally recognized testing laboratory for all required fire alarm systems indicating that the system has been installed in accordance with the approved plans and specifications and meets National Fire Protection Association Standards. Certification shall be required for all new systems to be installed after July 1, 2003. All existing systems must obtain certification in a timely manner, as approved by the Fire Code Official. A copy of the certification shall be provided to the Fire Code Official at no cost.

15.20.200 Open burning - construction sites.

Section 1404.3 of the California Fire Code is hereby amended to add the following:

No fire shall be permitted to burn on any construction site for any purpose. This section is not intended to prohibit the use of devices or tools producing a flame when used in an approved manner and necessary for the construction of the building.

15.20.210 Inside tire storage

Chapter 25 (Tire Rebuilding and Tire Storage) of the California Fire Code is hereby amended to add the following:

Inside tire storage shall be in accordance with the following requirements.

Tires stored on side walls shall not be higher than six feet. Tires stored in a lace pattern shall not be higher than 5 feet. A minimum of 3 feet of clearance from tire storage racks shall be maintained in all directions to roof structure, sprinkler deflectors, unit heaters, supply and return air duct registers, lighting fixtures, electrical outlets or any other producing device. On-tread storage piles, regardless of storage needs, shall not exceed 25 feet in the direction of the wheel holes. On-floor, on-tread storage shall not exceed 5 feet in height. The width of the main aisles between piles shall not be less than 8 feet. Any aisle other than the main aisles shall not be less than 4 feet in width.

Definitions:

On-side storage: Tires stored horizontally or flat.

On-tread storage: Tires stored vertically or on their treads.

Laced storage: Tires stored where the sides of the tires overlap, creating a woven or laced appearance.

15.20.220 Seizure of fireworks

Chapter 33 (Explosives and Fireworks) of the California Fire Code is hereby amended to add the following:

The Fire Code Official is authorized to seize, take, remove or cause to be removed at the expense of the owner all stocks of fireworks offered or exposed for sale, stored or held in violation of local, state, or federal regulations.

15.20.230 Limits explosive and blasting agents.

Chapter 33 (Explosives and Fireworks) of the California Fire Code is hereby amended to add the following:

The storage of explosives and blasting agents is prohibited within the City limits, except in areas zoned **M-2** as such zone is defined in the zoning regulations of the City.

15.20.240 Manufacturing of fireworks

Chapter 33 (Explosives and Fireworks) of the California Fire Code is hereby amended to add the following:

The manufacture of fireworks within the limits of the City of Lodi is prohibited.

15.20.250 Locations where aboveground tanks are prohibited – Class I & II liquids

Section 3404.2.9.5.1 of the California Fire Code is hereby amended to read as follows:

Storage of Class I and Class II liquids in aboveground tanks outside of buildings is prohibited within the limits of the City of Lodi, except areas zoned **IP, M-1 and M-2** as such zones are defined in the zoning regulations of the City of Lodi.

15.20.260 Contract inspector

Appendix Chapter 1 – Section 104.7 of the California Fire Code is hereby amended to add the following:

The Fire Code Official may require the owner or the person in possession or control of the building or premise to provide, without charge to the fire department, a special inspector ("Contract Inspector"), when the department requires technical expertise for assistance to conduct the required inspections.

The Contract Inspector shall be a qualified person who shall demonstrate his/her competence to the satisfaction of the Fire Code Official, for inspection of a particular type of construction, operation, fire extinguishing or detection system or process.

Duties and responsibilities of the Contract Inspector shall include but not be limited to the following:

1. The Contract Inspector shall observe the work assigned for conformance with the approved design drawing and specifications.

2. The Contract Inspector shall furnish inspection reports to the Fire Code Official, Building Official and other designated persons as required by the Fire Code Official. All discrepancies shall be brought to the immediate attention of the contractor for correction, then if uncorrected, to the proper design authority, Fire Code Official, and to the building official.

3. The Contract Inspector shall submit a final signed report stating whether the work requiring inspection was, to the best of his/her knowledge, in conformance with the approved plans and specifications and the applicable workmanship provision of this code.

15.20.270 Fire investigators

Appendix Chapter 1 – Section 104.10 of the California Fire Code is hereby amended to add the following:

All sworn members assigned to the Fire Prevention Bureau or Fire Investigation Unit are hereby assigned as Fire Investigators and as such shall enforce the provisions of the California Penal Code as it pertains to fire and arson investigations.

15.20.280 Permit fees

Appendix Chapter 1 – Section 105.1.1 of the California Fire Code is hereby amended to add the following:

The fee for each permit shall be as set forth from time to time by resolution of the Lodi City Council. The City may establish fees sufficient to recover its costs in administering this Code. No permit shall be issued until such fees have been paid, and administrative citations may be issued to persons violating this Code by the persons allowed to issue citations as stated in Lodi Municipal Code – Chapter 1.10 – Administrative Enforcement Provisions.

15.20.290 Inspection authorized

Appendix Chapter 1 – Section 105.2.2 of the California Fire Code is hereby amended to read as follows:

Before a new operational permit is approved, the Fire Code Official is authorized to inspect the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used to determine compliance with this Code or any operational constraints required. Instances where laws or regulations are enforced by departments other than the fire department, joint approval shall be obtained from all departments concerned.

No final inspection under this Code, as to all or any portion of the development, shall be deemed completed and no certificate of occupancy shall be issued unless and until the requirements imposed by this Code have been completed and the final approval thereof, by the Fire Department, has been given as provided herein and all plan reviews and inspection fees paid.

15.20.300 Revocation

Appendix Chapter 1 – Section 105.5 of the California Fire Code is hereby amended to add the following:

The Fire Code Official further shall have the power to revoke, suspend, or deny the granting of any permit required pursuant to the provision of this Code for any of the following reasons:

(a) When deemed necessary for the protection of life, limb, or property; or

(b) For changing the occupancy, equipment, materials, processes, or other conditions in such a manner as to create a greater danger of fire or explosion or less protection than was present at the time of the issuance of such permits.

15.20.310 Permits required

Appendix Chapter 1 – Section 105.6 of the California Fire Code is hereby amended to add the following:

Christmas Tree Lots. A permit issued by the Fire Code Official is required to operate a Christmas Tree Lot with or without flame proofing services.

Haunted Houses. A permit issued by the Fire Code Official is required to operate a temporary or permanent haunted house.

Special Events. A permit issued by the Fire Code Official is required to conduct a special event that is not otherwise listed in this Code and in the opinion of the Fire Code Official or his or her designee poses a fire or life safety concern to the public.

15.20.320 Administrative costs - Inspections.

Appendix Chapter 1 – Section 106.2 of the California Fire Code is hereby amended to add the following:

When a test or inspection is scheduled and the contractor fails to perform to the satisfaction of the authority having jurisdiction, the authority having jurisdiction may bill the contractor for actual time spent traveling to and from the test/inspection location and the time spent at the test/inspection site as well as administrative costs.

15.20.330 Administrative enforcement provisions

Appendix Chapter 1 – Section 109.2 and 109.3 of the California Fire Code is hereby amended to read as follows:

Notices of violation, citation or penalties shall comply with Lodi Municipal Code – Chapter 1.10 – Administrative Enforcement Provisions with the following terminology changes or deletions wherever stated in Chapter 1.10.

(a) Whenever the word "Community Improvement Officer" is used, it shall mean the Fire Code Official.

(b) Whenever the word "Department of Public Safety" is used, it shall mean the Lodi Fire Department.

(c) Whenever the word "Community Development Director" or "Director" is used, it shall mean the Fire Chief or his designee.

(d) Whenever the word "Uniform Codes" is used, it shall mean the International Codes.

(e) Section 1.11.260E is not applicable to the provisions of this chapter, (Community Awareness and Responsibility Education Classes) as it pertains to residential dwellings.

15.20.340 Abatement of hazard by fire code official

Appendix Chapter 1 – Section 109 of the California Fire Code is hereby amended to add the following:

If any person fails to comply with the orders of the Fire Code Official, or if the Fire Code Official is unable to locate the owner, operator, occupant or other person responsible within a reasonable time, the Fire Code Official or his or her authorized representative may take such steps as are necessary to abate the hazard for the protection of the public health and safety. No event notice is necessary before abatement, when the hazard is a clear and present danger to the public welfare. All costs related to such abatement shall become a lien or special assessment on the subject property.

15.20.350 Structural fires.

Appendix Chapter 1 – Section 110 of the California Fire Code is hereby amended to add the following:

The Chief Officer at the scene shall attempt to notify all occupants or owners of structures, which have suffered damage by fire, that such structures or buildings must be inspected before any repairs thereof are made. A permit covering the structural, electrical and plumbing repairs shall be obtained from the City of Lodi Community Development Department. The Chief Officer shall report all such structural fires to the Chief Building Official or his/her designee within twenty-four hours after the occurrence of such fire.

15.20.360 Failure to comply

Appendix Chapter 1 – Section 111.4 of the California Fire Code is hereby amended to read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than that stated in Lodi Municipal Code – Chapter 1.10 – Administrative Enforcement Provisions.

15.20.370 Appendix C - Section C105.1 amended – Distribution of fire hydrants

Appendix C – Section C105.1 of the California Fire Code is hereby amended to read as follows:

Private fire hydrants and public off site fire hydrants shall be spaced with the maximum distances as specified by Table 2.

Table 2

Zoning Type	Maximum Spacing
Commercial, high density, industrial or high-value	300 feet
Low Density Residential	500 feet
Residential Reverse Frontage	1000 feet

Hydrants shall be required on both sides of the street whenever one or more of the following conditions exist:

1. Streets have median center dividers that make access to hydrants difficult, cause time delays, or create undue hazard or both.

2. On major arterials when there is more than four lanes of traffic.

3. Width of street in excess of 88 feet.

4. The existing street being widened or having a raised median center divider in the future pursuant to the General Plan Roadway Improvements Plans for the City of Lodi.

15.20.380 Changes or modifications

In accordance with Health and Safety Code Section 17958.5, the adoption of amendments more restrictive than the requirements contained in the provisions published in the California Building Standard Code, are needed because of local conditions, as specified below:

(A) Climatic

(1) Conditions

Precipitation averages 18 inches per year, and can reach as high as 35 inches per year. Virtually all of the rain occurs during the months of October through April. The remaining months receive little or no rain. Temperatures during the summer months can reach as high as 110 and City of Lodi averages 19 days over 100 each year. Relative humidity during these summer months is very low. Lodi averages 34 days of dense fog per year, and has had as many as 64 foggy days.

(2) Impacts

The generally dry, hot summer months create extreme fire conditions. Adding to this situation is the dryness and combustibility of many structures during the summer, especially true of structures with wood siding and roofs constructed of wood shakes and shingles. The cyclical uncertainty that allow weather events can cause rapid melting of the snow pack which causes flood potential in areas surrounding the Mokelumne River. The foggy conditions can inhibit the dispatch and timeliness of emergency equipment reaching the site of a fire. During foggy periods it is common place for visibility to be near zero, which results in emergency equipment having to decrease their speed to less than 25 miles per hour.

(B) Geographic

(1) Conditions

The City of Lodi is subject to ground tremors from seismic events as the County is in seismic Zone 3. The Mokelumne River, which borders the northern city limits, is subjected to flood potential and its levies are subject to failure from seismic activity or high water.

(2) Impacts

The geologic conditions in San Joaquin County in general, and the City of Lodi, in particular, have the potential of restricting access to structures, especially in remote or isolated areas. A moderate earthquake or extended periods or rain can impact local access roads.

(C) Topographic

(1) Conditions

The City of Lodi consists mainly of the San Joaquin Valley floor. The valley floor is typically flat land area bisected by intermittent and year round stream and river systems. Much of the valley floor is irrigated agriculture. Low land areas protected by a complex and extensive levee system characterize the Delta area. Union Pacific Railroad Tracks bisect the eastern and western portions of Lodi as well as Highway 99 creating traffic congestion and emergency response delays.

(2) Impacts

The valley floor is frequently subject to both general and localized flooding. Because the area is so flat and low, it is not unusual for local drainage systems to be inadequate during heavy rain periods. This condition can isolate areas where roads are flooded and thereby block access. With the OSHA "two-in two-out" rule requiring two fire fighters ready to make attack only when two others are present, the potential delay in east-west response increases the risk to firefighter and the public.

While it is clearly understood that the adoption of such amendments may not prevent the incidence of fire, the implementation of these various amendments to the code attempt to reduce the severity and potential loss of life, property and protection of the environment.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed insofar as such conflict may exist.

Section 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Lodi hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. That the City Clerk is hereby ordered and directed to cause this ordinance to be published. This ordinance shall be published one time in "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi.

Section 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect January 1, 2008, a date which is at least thirty (30) days after passage of this ordinance.

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 November 7, 2007, and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held _____, 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

_____
Janice D. Magdich
Deputy City Attorney

DECLARATION OF POSTING

CONTINUED PUBLIC HEARING REGARDING ADOPTION OF THE 2007 CALIFORNIA BUILDING CODE, MECHANICAL CODE, ELECTRICAL CODE, PLUMBING CODE, AND FIRE CODE WITH LOCAL AMENDMENTS AND REVISE BUILDING PERMIT FEE SCHEDULE 1A, ALONG WITH FEE INCREASES FOR BUILDING, MECHANICAL, PLUMBING, AND ELECTRICAL PERMITS

On Friday, October 19, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adoption of the 2007 California Building Code, Mechanical Code, Electrical Code, Plumbing Code, and Fire Code with local amendments and revise Building Permit Fee Schedule 1A, along with fee increases for building, mechanical, plumbing, and electrical permits (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 October 19, 2007, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK

JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

CYNTHIA MURPHY
ADMINISTRATIVE CLERK

N:\Administration\CLERK\Forms\DECPOST.DOC

CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING
Date: November 7, 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 CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, November 7, 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 **continued** public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider approval of the following item:

a) **Adoption of the 2007 California Building Code, Mechanical Code, Electrical Code, Plumbing Code, and Fire Code with local amendments and revise Building Permit Fee Schedule 1A, along with fee increases for building, mechanical, plumbing, and electrical permits.**

Information regarding the 2007 California Building Code, Mechanical Code, Electrical Code, and Plumbing Code may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. Information pertaining to the Fire Code may be obtained in the Fire Department, 25 E. Pine Street, (209) 333-6735. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: October 17, 2007

Approved as to form:

D. Stephen Schwabauer
City Attorney

AGENDA ITEM **I-04**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Conduct a Public Hearing to consider and approve the reallocation of available Community Development Block Grant (CDBG) and HOME Program Income for an affordable housing project.

MEETING DATE: November 7, 2007

PREPARED BY: Community Development Department

RECOMMENDED ACTION: That the City Council conduct a public hearing to consider and approve the reallocation of available Community Development Block Grant (CDBG) and HOME Program Income for an affordable housing project.

BACKGROUND INFORMATION: The City is pursuing an affordable housing project on land currently owned by Union Pacific Railroad (UP). In the course of developing a Request For Proposal (RFP) for that project, the City has pledged $1.2 million toward the acquisition of the land for this project.

In 2006, the City Council authorized a CDBG allocation in the amount of $330,000 from that year's funding. In addition to that, the Housing Assistance Loan Programs that the City Council has been funding each year with CDBG and HOME funding, have provided approximately $1,477,000 in program income through the repayment of down-payment assistance and housing rehabilitation loans. That program income is automatically reprogrammed back into the Housing Assistance Program, to continue to assist first-time homebuyers and/or low income residents.

If an affordable housing project was feasible for the intended railroad property site, our intent has been to reallocate $870,000 of that program income, to combine with the 2006 allocation of $330,000, to meet the $1.2 million pledged to the affordable housing project. As the City Council has just completed the process of selecting a developer to work with on this project and has authorized the City Manager to initiate negotiations with UP, it is recommended that the funds be set aside.

FISCAL IMPACT: The reallocation will draw funding from the following sources to add to the 2006 allocation (LOD 06-11):

CDBG Home Rehab	$388,243.20
CDBG GAP	$62,157.16
HOME Rental Rehab	$29,863.91
HOME Habitat	$119,403.91
HOME Other	$263,675.00
TOTAL	**$863,343.18**

APPROVED: _____
Blair King, City Manager

The reallocation will reduce the funding available within the existing Housing Assistance Programs but not deplete it. There is still a sufficient balance left within that program to fund several loan applications that are currently being processed, and still have funding available for one or two more applications this year.

This reallocation will increase the balance within Project LOD 06-11 to $1,193,343.10. The remaining $6,656.90 will be administratively reallocated from other CDBG funding from completed projects with unexpended balances to complete the $1.2 million pledged to the affordable housing project.

FUNDING AVAILABLE: Federal Community Development Block Grant and HOME Program Funds

_____
Kirk Evans, Budget Manager

_____
Randy Hatch
Community Development Director

RH/jw

Attachment

RESOLUTION NO. 2007- ___

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE REALLOCATION OF AVAILABLE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAM INCOME FOR AN AFFORDABLE HOUSING PROJECT

==========

WHEREAS, a total of $330,000 in CDBG funds was allocated toward land acquisition for an affordable housing project as part of the 2006/07 annual allocation of CDBG/HOME Program funding; and

WHEREAS, the City of Lodi has pledged to provide a total of $1.2 million toward the acquisition of land for a proposed affordable housing project; and

WHEREAS, on October 3, 2007, the Lodi City Council selected a developer for the proposed affordable housing project, and has subsequently authorized the City Manager to enter into negotiations with Union Pacific Railroad (UP) for acquisition of land for this project; and

WHEREAS, the City of Lodi has a balance of program income available in the Housing Assistance Program from previous down-payment assistance and housing rehabilitation loans that have been paid back in the past few years.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the reallocation of $863,343.18 in available CDBG and HOME Program income, as indicted below, to project LOD 06-11;

CDBG Home Rehab	$388,243.20
CDBG GAP	$62,157.16
HOME Rental Rehab	$29,863.91
HOME Habitat	$119,403.91
HOME Other	$263,675.00
TOTAL	**$863,343.18**

BE IT FURTHER RESOLVED that these funds, along with the previously allocated $330,000, will be used for the acquisition of land for an affordable housing project.

Dated: November 7, 2007

==========

I hereby certify that Resolution 2007-____ was passed and adopted by the Lodi City Council in a regular meeting held on November 7, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

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 REALLOCATION OF AVAILABLE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAM INCOME FOR AN AFFORDABLE HOUSING PROJECT**

PUBLISH DATE: **SATURDAY, OCTOBER 20, 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, OCTOBER 18, 2007

ORDERED BY: RANDI JOHL
CITY CLERK

Jennifer M. Perrin

JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

CYNTHIA MURPHY
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at 2:40 (time) on 10/18/07 (date) 2 (pages)
Phoned to confirm receipt of all pages at _____(time) ____CH ____CM ____JMP (initials)

forms\advins.doc

DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER REALLOCATION OF AVAILABLE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAM INCOME FOR AN AFFORDABLE HOUSING PROJECT

On Friday, October 19, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider reallocation of available Community Development Block Grant and HOME Program income for an affordable housing project (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 October 19, 2007, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK

JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

CYNTHIA MURPHY
ADMINISTRATIVE CLERK

DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER REALLOCATION OF AVAILABLE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAM INCOME FOR AN AFFORDABLE HOUSING PROJECT

On October 18, 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 Public Hearing to consider reallocation of available Community Development Block Grant and HOME Program income for an affordable housing project, 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 October 18, 2007, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI

Jennifer M. Perrin

JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

CYNTHIA MURPHY
ADMINISTRATIVE CLERK

CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING
Date: November 7, 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, November 7, 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 the following matter:

a) Reallocation of available Community Development Block Grant and HOME Program income for an affordable housing project.

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 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at, or prior to, the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: October 17, 2007

Approved as to form:

D. Stephen Schwabauer
City Attorney

EXHIBIT B

PUBLIC HEARING TO CONSIDER REALLOCATION OF AVAILABLE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAM INCOME FOR AN AFFORDABLE HOUSING PROJECT

MAILING LIST

Habitat for Humanity
Attn: Marilyn Fields
624 Palm Ave.
Lodi, CA 95240

AGENDA ITEM J-02b

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Re-Post for Three Vacancies on the Lodi Arts Commission

MEETING DATE: November 7, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to re-post for three vacancies on the Lodi Arts Commission.

BACKGROUND INFORMATION: The City Clerk's Office, on a number of occasions, has posted for the vacancies on the Lodi Arts Commission. There are currently 2 one-year terms and 1 three-year term open on this Commission. Over the course of these multiple postings, only one application has been received. In an effort to generate a larger selection pool, it is recommended that the following vacancies be re-posted for another 30-day period, with the posting date to remain open until filled if an insufficient number of applications is received.

Lodi Arts Commission

Two Vacancies	Terms to expire July 1, 2008
One Vacancy	Term to expire July 1, 2010

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. The City Council is requested to direct the City Clerk to make the necessary postings.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager

council/councom/PostingRepost.doc

AGENDA ITEM K-01

CITY OF LODI
LODI PUBLIC IMPROVEMENT CORPORATION
™

AGENDA TITLE: Proposed issuance not to exceed $35 million of Wastewater Revenue Certificates of Participation secured by net revenues of the City's wastewater enterprise to finance improvements to the wastewater collection, treatment and disposal system and to refund the outstanding 1991 Certificates of Participation.

MEETING DATE: November 7, 2007

PREPARED BY: Kirk Evans, Budget Manager

RECOMMENDED ACTION: Council and the Lodi Public Improvement Corporation each adopt a resolution to (a) approve the issuance of Wastewater System Revenue Certificates of Participation, Series 2007A (COPs) in an amount not to exceed $35 million, (b) approve in substantially final form the draft Preliminary Official Statement, the Trust Agreement, Installment Purchase Agreement, Continuing Disclosure Certificate, Bond Purchase Contract, and Escrow Agreement, with staff authorized to make adjustments as necessary. In addition, direction is requested regarding whether a surety reserve or cash funded debt service reserve should be used.

BACKGROUND INFORMATION:

Purpose: The 2007 COPs are being sold to finance new construction and capital maintenance improvements to the City of Lodi wastewater treatment system, and for economic savings, to refinance outstanding 1991 COPs. Proceeds will also be used for the following proposed purposes: 1) to either establish a debt service reserve fund or pay a surety reserve premium, 2) to pay a bond insurance premium (if purchased), 3) to pay for other costs of issuance such as bond counsel, underwriter costs (including underwriters bond counsel) and for the financial advisor to the City of Lodi.

In January 2001, the City adopted a three-phase Wastewater System Master Plan. The first two phases are now complete and work on the third is underway. Phase 3 improvements to the White Slough Water Pollution Control Facility include:

- headworks improvements
- acquisition and installation of an additional digester (from the current 3 to 4)
- an additional secondary clarifier (from the current 2 to 3)
- two additional aeration basins (from the current 4 to 6)
- improvements to the control room

These improvements are intended to improve de-nitrification and restore the facility's permitted treatment capacity to 8.5 million gallons per day. Phase 3 improvements are expected to cost approximately $20.6 million, and will be funded with proceeds of the 2007 COPs along with remaining proceeds of the 2004

APPROVED: _____
Blair King, City Manager

COPs. The City commenced work on Phase 3 in April 2007 and expects to complete these improvements by March 2009.

The City will undertake additional capital projects for the system, including rehabilitation of 22,600 feet of existing 48 inch diameter main trunk line from the City proper to White Slough. This is not expected to cost more than $7.75 million and should be completed by summer 2008.

Security: The 2007 COPs will be secured by installment payments made by the City from the "net revenues" of the City's wastewater enterprise remaining after payment of operations and maintenance costs. Payment of debt service on the COPs is further secured by a debt service reserve initially funded from bond proceeds as a cash reserve or a surety reserve policy. The 2007 COPs are payable on parity with the outstanding wastewater debt issued in 2003 and 2004.

Wastewater Enterprise Revenues and Rate Covenant: A key element of security for the COPs is the City's "rate covenant" - the promise to charge wastewater rates and charges to generate net revenues sufficient to pay annual debt service on the COPs and parity debt plus a measure of coverage above that amount. In April 2004, the Council adopted a resolution allowing for a periodic service charge adjustment by resolution, following a public hearing, in an amount not to exceed the percentage change in the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area since the previous adjustment. In 2006 and again in 2007, the Council approved annual rate increases based on CPI. Assuming on-going annual rate increases (based on CPI), projected system net revenues are sufficient to meet the debt service and coverage requirements on the proposed 2007 COPs and parity debt.

Ratings and Insurance: The City's financing has been rated by Standard & Poor's and Fitch. Standard & Poor's Rating Service has indicated that the 2007 COPs would carry a A- rating and Fitch has indicated a A- rating. The City has received bond insurance bids from seven AAA-rated bond insurers active in the California municipal market. If bond insurance is purchased, the COPs will be sold with the rating of the AAA bond insurance company.

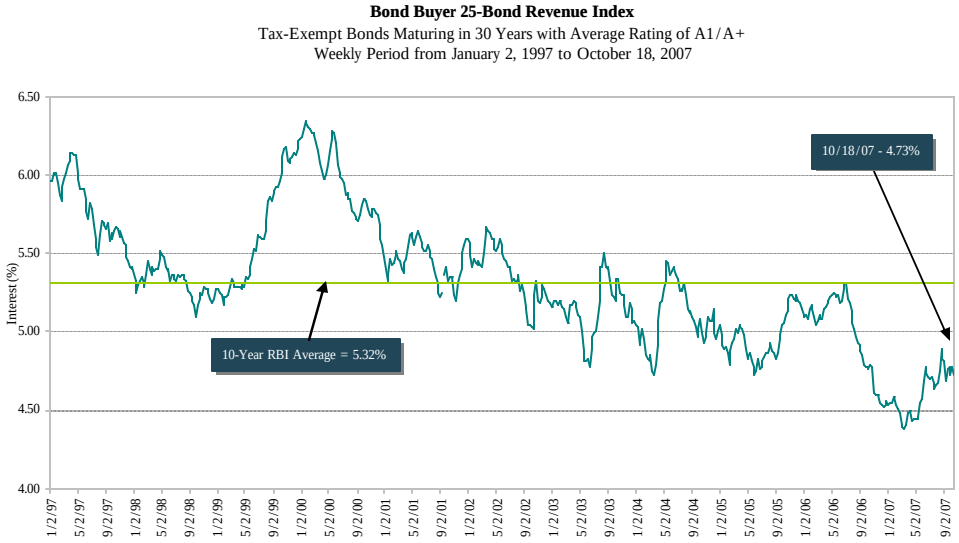
Stone & Youngberg (Managing Underwriter) has analyzed whether the potential savings on interest payments exceed the cost of insurance and the bids received from insurers. Based on the attached Stone & Youngberg analysis , the recommendation is to accept the bid of FSA insurance at 19.4 basis points, the cost of which is estimated at $121,055 and (if a surety reserve is utilized) their bid of 1.5% of the reserve requirement for the surety reserve, the cost of which is estimated at $39,232. The benefit of insurance is calculated to be $670,346.

Without the bond insurance , the COPs would be sold on the basis of the "stand-alone" rating of A-.

Cash funded reserve and Surety reserve: Discussion took place at the shirtsleeve meeting on October 30, 2007 regarding the relative merits of a surety reserve and a cash funded reserve. Staff has asked that Stone & Youngberg complete an analysis to determine the cost and benefits with either a cash reserve or a surety reserve. The analysis indicates that there is a modest benefit (approximately $30,000) associated with using a surety reserve. In addition, there are some administrative costs that would be saved through use of a surety reserve. There would be some administrative costs associated with maintaining a cash reserve including hiring a firm to do arbitrage calculations (interest earnings in excess of the interest cost on the COPs) and internal costs associated with keeping track of the interest earnings and the balance of the cash reserves in the City's accounting system. Staff recommends the use of surety reserve based on the modest benefits and administrative cost savings.

Refunding Economics: The 1991 COPs are outstanding in the amount of $8,575,000, with an interest rate of 6.70% on the final 2026 maturity. The 1991 COPs may be prepaid on February 1, 2008 with a redemption penalty of 1.5% of refunded principal. Refunding savings on the COPs are estimated to be approximately $800,000 or 9% of the refunded bonds. Actual savings will depend upon market conditions at the time the COPs are sold.

Market Conditions: Although municipal interest rates have risen from the historical lows seen earlier this year, they remain relatively attractive. Long-term, tax-exempt interest rates have averaged 5.32% over the last 10 years and roughly 4.60% over the last year.



Legal documents: In order to complete this financing, the City and the Corporation are required to approve and execute several key legal documents. Copies of these documents are on file with the City Clerk and available for your review. While the documents are in near-to-final form, the Resolutions authorize certain officers of the City to make amendments, as necessary. A summary of the key documents is provided below.

Official Statement: This document describes the security and discloses potential risks to prospective investors. It generally describes: the sources of payment for the COPs, the wastewater system infrastructure, the proposed improvement projects, historic and projected trends for wastewater enterprise revenues securing the COPs, the economic and demographic characteristics of the City, and inherent risk factors associated with the security. The Official Statement (often referred to as the "OS" or "POS" in its preliminary form) is distributed by the underwriter to prospective investors prior to the COP sale so that investors can make informed purchase decisions. *It's most important that this document contains no material misstatements or omissions.*

Continuing Disclosure Certificate**:** This certificate, attached as an appendix of the Official Statement, outlines the updated information related to the security that the City will agree to provide to the bond market on an ongoing basis. Disclosure is required annually, and on an exceptional basis for any major "material" developments.

Purchase Contract**:** This contract, executed at the time of the COP sale, specifies the actual principal amounts, interest rates and prices at which the COPs will be sold. In this contract, the underwriters commit to purchase the COPs at closing and the City and Corporation commit to sell the COPs at the agreed upon prices and amounts subject to certain closing conditions. Closing conditions generally relate to the execution and validity of all the required documents and the absence of material changes in the nature of the security, etc.

Trust Indenture: This agreement, between the Corporation and the trustee, lays out the legal structure and terms of the COPs. It will specify:

- the payment dates and maturities of the COPs;
- the flow of funds for the accounts (the mechanics of the cashflow);
- the default and remedy provisions (in the event that something goes wrong);
- redemption and defeasance provisions, in the event that the COPs are pre-paid;
- covenants of the issuer.

Installment Purchase Agreement: This agreement, between the City and the Corporation, enables the COP-financed project to be purchased through installment payments that correspond to the debt service payments on the COPs. The agreement will specify:

- the revenues and accounts specifically pledged to the repayment of the COPs;
- the default and remedy provisions (in the event that something goes wrong);
- covenants of the issuer – most importantly, the rate covenant and the conditions under which additional parity debt may be issued.

Escrow Agreement: This agreement establishes a refunding escrow to refinance the outstanding 1991 COPs.

Financing Team: The City has been working with the following firms in the preparation of this financing:

Rate Consultant: Hilton Farnkopf & Hobson, LLC
Financial Advisor: Lamont Financial Services Corporation
Bond Counsel: Orrick Herrington & Sutcliffe
Senior Managing Underwriter: Stone &Youngberg
Co-Manager: Bear Stearns
Trustee: The Bank of New York Trust Company, NA
Escrow Agent: U.S. Bank

FISCAL IMPACT:

Actual debt service for all Wastewater Fund COPs in Fiscal Year 2006-07 was $3,344,140.
Projected debt service for all Wastewater Fund COPs in future years is approximately $4,194,000.
On an annual basis, total Wastewater Fund COP debt service will increase by approximately $849,860.

FUNDING AVAILABLE:

The debt service included in the Fiscal Year 2007-08 budget is $3,339,773. After sale of the COPs is consummated, an adjustment to the debt service appropriation may be necessary.

Respectfully submitted,

_____
James Krueger, Deputy City Manager

RESOLUTION NO. 2007-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI APPROVING THE FORMS OF AN INSTALLMENT PURCHASE AGREEMENT, A CERTIFICATE PURCHASE CONTRACT, A PRELIMINARY OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT AND AN ESCROW AGREEMENT RELATING TO WASTEWATER SYSTEM REVENUE CERTIFICATES OF PARTICIPATION, 2007 SERIES A; AND APPROVING AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

==========

WHEREAS, the City of Lodi, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”), owns and operates a municipal wastewater system (the “System”), to provide for the collection, treatment, and disposal of wastewater; and

WHEREAS, the Lodi Public Improvement Corporation (the “Corporation”) is a nonprofit public benefit corporation formed for the purpose of assisting the City in financing capital improvements to the System; and

WHEREAS the City and the Corporation have entered into that certain Installment Sale Agreement, dated as of December 1, 1991, (the "1991 Prior Agreement") for the purpose of refinancing certain improvements to the System (the "Existing Facilities"); and

WHEREAS, the Corporation entered into that certain Trust Agreement, dated as of December 1, 1991, (the "1991 Trust Agreement") with Bank of America National Trust and Savings Association pursuant to which there have been delivered Certificates of Participation (1991 Wastewater Treatment Plant Expansion Refunding Project) (the "1991 Certificates") evidencing the right to receive the installment payments to be made by the City under the 1991 Prior Agreement; and

WHEREAS, the City proposes to refund the outstanding 1991 Certificates by making a prepayment of the remaining installment payments under the 1991 Prior Agreement which is to be applied to the redemption of the outstanding 1991 Certificates; and

WHEREAS, the City proposes to make certain additions, betterments, extensions, replacements, and improvements to the System (the “Project”); and

WHEREAS, the Corporation has agreed to assist the City by: (i) acquiring the Existing Facilities and selling the Existing Facilities to the City, and (ii) acquiring or causing the acquisition of the Project and selling the Project to the City, in each case pursuant to the terms of an Installment Purchase Agreement (the “Installment Purchase Agreement”); and

WHEREAS, pursuant to the Installment Purchase Agreement, the City will be obligated to make installment payments (the “Installment Payments”) to the Corporation as the purchase price of the Project; and

WHEREAS, the Corporation will assign certain of its rights under the Installment Purchase Agreement, including its rights to receive the Installment Payments, to The Bank of New York Trust Company, N.A. (the 'Trustee") pursuant to a Trust Agreement (the "Trust Agreement") between the Corporation and the Trustee; and

WHEREAS, pursuant to the Trust Agreement, the Trustee is to execute and deliver Wastewater System Revenue Certificates of Participation, 2007 Series A (the "Certificates"), evidencing a proportionate ownership interest in the Installment Payments; and

WHEREAS, the City has determined to provide for the redemption of the 1991 Certificates by entering into an Escrow Deposit and Trust Agreement (the "Escrow Agreement") with U.S. Bank National Association (the "Escrow Bank"); and

WHEREAS, a portion of the sale of the Certificates is to be applied, among other things, to the costs of the Project as provided in the Trust Agreement; and

WHEREAS, a portion of the sale of the Certificates is to be applied to the prepayment of the City's obligations to make installment payments under the 1991 Agreement; and

WHEREAS, the City proposes to prepare and distribute a Preliminary Official Statement and a final Official Statement in connection with the offer and sale of the Certificates; and

WHEREAS, the City proposes to execute and deliver a Certificate Purchase Contract (the "Certificate Purchase Contract") with Stone & Youngberg LLC (on behalf of itself and Bear Stearns, together the "Underwriters"), pursuant to which the Underwriters will purchase the Certificates for reoffering to the public; and

WHEREAS, the California Statewide Communities Development Authority (the "Authority") executed and delivered its Water and Wastewater Revenue Bonds (Pooled Financing Program) Series 2003B, under a certain Indenture (the "2003 Indenture"), dated as of October 1, 2003, between the Authority and Union Bank of California, N.A (the "2003 Indenture Trustee"); and

WHEREAS, the City wishes the Authority and the 2003 Indenture Trustee to enter into a supplemental indenture amending the definition of the term "Operation and Maintenance Costs" contained in the 2003 Indenture (as it relates to the City) to match the definition of the same term in the Trust Agreement; and

WHEREAS, there have been executed and delivered Wastewater System Revenue Certificates of Participation, 2004 Series A, under a certain Trust Agreement (the "2004 Trust Agreement"), dated as of May 1, 2004, between the Corporation and Union Bank of California, N.A (the "2004 Trust Agreement Trustee"); and

WHEREAS, the City wishes the Corporation and the 2004 Trust Agreement Trustee to enter into a supplemental trust agreement amending the definition of the term "Operation and Maintenance Costs" contained in the 2004 Trust Agreement to match the definition of such term in the Trust Agreement; and

WHEREAS, all acts, conditions, and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form, and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LODI, AS FOLLOWS:

Section 1. The City Council hereby specifically finds and determines that the actions authorized hereby constitute and are with respect to the public affairs of the City and that the statements, findings and determinations of the City set forth above and in the preambles of the documents approved herein are true and correct and that the consummation of the transactions contemplated therein shall result in significant public benefits to the City in that the City expects to improve the efficient operation of the City's System through the refinancing of the Existing Facilities and the financing of the Project as provided in the Installment Purchase Agreement and the Trust Agreement.

Section 2. The Installment Purchase Agreement, in the form presented at this meeting and on file with the City Clerk, and the performance by the City of its obligations thereunder, are hereby approved, and the City Manager, the Deputy City Manager and the Public Works Director, each acting singly, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Corporation the Installment Purchase Agreement in substantially said form, with such changes therein as the officer executing such document may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, that the principal component of the Installment Payments set forth in Exhibit B to the Installment Purchase Agreement shall not exceed Thirty-Five Million Dollars ($35,00,000); provided further that the interest components on the principal components of the Installment Payments set forth in Exhibit B to the Installment Purchase Agreement shall not exceed such rate or rates that the true interest cost with respect to the Certificates is greater than five and one half percent (5.50%); and provided further that no Installment Payment shall be scheduled for payment later than 35 years from the date of initial delivery of the Certificates.

Section 3. The Escrow Agreement, proposed to be executed and entered into by the City and the Escrow Bank, in the form presented at this meeting and on file with the City Clerk, and the performance by the City of its obligations thereunder, are hereby approved, and the City Manager, the Deputy City Manager and the Public Works Director, each acting singly, are hereby authorized and directed for and in the name and on behalf of the City to execute and deliver the Escrow Agreement in substantially said form, with such changes therein as the officer executing such document may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The Certificate Purchase Contract, proposed to be executed and entered into by and between the City and Stone & Youngberg LLC, on behalf of the Underwriters, in the form presented at this meeting and on file with the City Clerk, and the performance by the City of its obligations thereunder, are hereby approved, and the City Manager, the Deputy City Manager and the Public Works Director, each acting singly, are hereby authorized and directed, for and in the name and on behalf of the City,

to execute and deliver to the Underwriters the Certificate Purchase Contract in substantially said form, with such changes therein as the officer executing such document may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the Underwriters' discount in connection with the sale of the Certificates shall not exceed ninety-five hundredths (.95) of one percent of the principal components of the Installment Payments evidenced by the Certificates.

Section 5. The Preliminary Official Statement, in the form presented at this meeting and on file with the City Clerk, is hereby approved. The City Manager, the Deputy City Manager and the Public Works Director, each acting singly, are hereby authorized and directed to cause the Preliminary Official Statement to be distributed to potential purchasers of the Certificates in substantially the form presented to this meeting with such changes therein as the officer deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12") may approve, such approval to be conclusively evidenced by such officer deeming the Preliminary Official Statement final for purposes of Rule 15c2-12. The City Manager, the Deputy City Manager and the Public Works Director, each acting singly, are hereby authorized and directed to deem the Preliminary Official Statement final for purposes of Rule 15c2-12 except for such information as may be omitted from the Preliminary Official Statement under Rule 15c2-12.

Section 6. The preparation and delivery of a final Official Statement, and its use by the Underwriters, in connection with the offering and sale of the Certificates are hereby approved. The Official Statement shall be substantially in the form of the Preliminary Official Statement deemed final for purposes of Rule 15c2-12 pursuant to Section 5 of this Resolution, with such changes as the officer executing the Official Statement may approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof. The City Manager, the Deputy City Manager and the Public Works Director, each acting singly, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Official Statement and any amendment or supplement thereto contemplated by the Certificate Purchase Contract, in the name and on behalf of the City, and thereupon to cause the final Official Statement and any such amendment or supplement to be delivered to the Underwriters.

Section 7. The Continuing Disclosure Agreement, proposed to be executed and entered into by the City and the Trustee, in the form presented at this meeting and on file with the City Clerk, and the performance by the City of its obligations thereunder, are hereby approved, and the City Manager, the Deputy City Manager and the Public Works Director, each acting singly, are hereby authorized and directed for and in the name and on behalf of the City to execute and deliver the Continuing Disclosure Agreement in substantially said form, with such changes therein as the officer executing such document may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. The City Clerk is hereby authorized and directed to attest the signature of the City Manager, the Deputy City Manager, and the Public Works Director and to affix and attest the seal of the City, as may be required or appropriate, in connection with the execution and delivery of the Certificates and the documents approved by this Resolution.

Section 9. The City hereby authorizes and directs that the definition of Operation and Maintenance Costs in the 2003 Indenture (as it relates to the City) and the 2004 Trust Agreement is amended to match the definition of the same term in the Trust Agreement.

Section 10. Each officer of the City is hereby authorized and directed, acting singly, to do any and all things (including the negotiating and obtaining of a municipal bond insurance policy and/or reserve fund surety bond with respect to the Certificates if the City Manager, the Deputy City Manager or the Public Works Director determines that such insurance policy or surety bond is expected to result in savings to the City) and to execute and deliver any and all documents which such officer may deem necessary or desirable in order to consummate the transactions authorized hereby and to consummate the sale, execution and delivery of the Certificates and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, the Installment Purchase Agreement, the Certificate Purchase Contract, the Preliminary Official Statement, the Official Statement and the Certificates; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 11. This Resolution shall take effect immediately upon its passage.

Dated: November 7, 2007

==========

I hereby certify that Resolution No. 2007-___ was passed and adopted by the Lodi City Council in a regular meeting held November 7, 2007, by the following vote:

AYES: COUNCIL MEMBERS -

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS -

RANDI JOHL
City Clerk

2007-____

RESOLUTION NO. _____

A RESOLUTION OF THE LODI PUBLIC IMPROVEMENT CORPORATION APPROVING THE FORMS AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT AND A TRUST AGREEMENT IN CONNECTION WITH CITY OF LODI WASTEWATER SYSTEM REVENUE CERTIFICATES OF PARTICIPATION, 2007 SERIES A; AND APPROVING AND AUTHORIZING CERTAIN OTHER MATTERS RELATED THERETO

==========

WHEREAS, the City of Lodi, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), owns and operates a municipal wastewater system (the "System"), to provide for the collection, treatment, and disposal of wastewater; and

WHEREAS, the Lodi Public Improvement Corporation (the "Corporation") is a nonprofit public benefit corporation formed for the purpose of assisting the City in financing capital improvements to the System; and

WHEREAS the City and the Corporation have entered into that certain Installment Sale Agreement, dated as of December 1, 1991, (the "1991 Prior Agreement") for the purpose of refinancing certain improvements to the System (the "Existing Facilities"); and

WHEREAS, the Corporation entered into that certain Trust Agreement, dated as of December 1, 1991, (the "1991 Trust Agreement") with Bank of America National Trust and Savings Association pursuant to which there have been delivered Certificates of Participation (1991 Wastewater Treatment Plant Expansion Refunding Project) (the "1991 Certificates") evidencing the right to receive the installment payments to be made by the City under the 1991 Prior Agreement; and

WHEREAS, the City proposes to refund the outstanding 1991 Certificates by making a prepayment of the remaining installment payments under the 1991 Prior Agreement which is to be applied to the redemption of the outstanding 1991 Certificates; and

WHEREAS, the Corporation has agreed to assist the City by: (i) acquiring the Existing Facilities and selling the Existing Facilities to the City, and (ii) acquiring or causing the acquisition of the Project and selling the Project to the City, in each case pursuant to the terms of an Installment Purchase Agreement (the "Installment Purchase Agreement"); and

WHEREAS, pursuant to the Installment Purchase Agreement, the City will be obligated to make installment payments (the "Installment Payments") to the Corporation as the purchase price of the Project; and

WHEREAS, the Corporation will assign certain of its rights under the Installment Purchase Agreement, including its rights to receive the Installment Payments, to The Bank of New York Trust Company, N.A. (the 'Trustee") pursuant to a Trust Agreement (the "Trust Agreement") between the Corporation and the Trustee; and

WHEREAS, pursuant to the Trust Agreement, the Trustee is to execute and deliver Wastewater System Revenue Certificates of Participation, 2007 Series A (the "Certificates"), evidencing a proportionate ownership interest in the Installment Payments; and

WHEREAS, a portion of the sale of the Certificates is to be applied, among other things, to the costs of the Project as provided in the Trust Agreement; and

WHEREAS, a portion of the sale of the Certificates is to be applied to the prepayment of the City's obligations to make installment payments under the 1991 Agreement; and

WHEREAS, there have been executed and delivered Wastewater System Revenue Certificates of Participation, 2004 Series A, under a certain Trust Agreement (the "2004 Trust Agreement"), dated as of May 1, 2004, between Corporation and Union Bank of California, N.A (the "2004 Trust Agreement Trustee"); and

WHEREAS, the City wishes the Corporation and the 2004 Trust Agreement Trustee to enter into a supplemental trust agreement amending the definition of the term "Operation and Maintenance Costs" contained in the 2004 Trust Agreement to match the definition of the same term in the Trust Agreement; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Corporation is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions, for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LODI PUBLIC . IMPROVEMENT CORPORATION, AS FOLLOWS:

Section 1. The Board of Directors of the Corporation hereby specifically finds and determines it is desirable and furthers the Corporation's public purpose to assist the City in the refinancing of the Existing Facilities and the financing of the Project as provided in the Installment Purchase Agreement and the Trust Agreement and that the statements, findings and determinations of the Corporation set forth above and in the preambles of the documents approved herein are true and correct.

Section 2. The Installment Purchase Agreement, in the form presented at this meeting and on file with the Secretary of the Corporation, and the performance by the Corporation of its obligations thereunder, are hereby approved. The President and the Treasurer of the Corporation, each acting singly, are hereby authorized and directed, for and in the name and on behalf of the Corporation, to execute and deliver to the City the Installment Purchase Agreement in substantially said form, with such changes therein as such officer executing such document may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The Trust Agreement, in the form presented at this meeting and on file with the Secretary of the Corporation, and the performance of by the Corporation of

its obligations thereunder, are hereby approved. The President or the Treasurer of the Corporation, each acting singly, are hereby authorized and directed, for and in the name and on behalf of the Corporation, to execute and deliver to the Trustee the Trust Agreement in substantially said form, with such changes therein as such officer executing such document may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The President or the Treasurer of the Corporation, each acting singly, are hereby authorized and directed, for and in the name and on behalf of the Corporation, to execute and deliver to the 2004 Trustee a supplement to the 2004 Trust Agreement to amend the definition of Operation and Maintenance Costs to match the definition of such term in the Trust Agreement.

Section 5. The Secretary of the Corporation is hereby authorized and directed to attest the signatures of the President and the Treasurer of the Corporation, as may be required or appropriate, in connection with the execution and delivery of the Installment Purchase Agreement, the Trust Agreement and the Certificates.

Section 6. Each officer of the Corporation is hereby authorized and directed, acting singly, to do any and all things and to execute and deliver any and all documents which they may deem necessary or desirable in order to consummate the transactions authorized hereby and to consummate the sale, execution and delivery of the Certificates and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, the Installment Purchase Agreement the Trust Agreement and the Certificates; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 7. This Resolution shall take effect immediately upon its passage.

Dated: November 7, 2007
==========

I hereby certify that Resolution No. LPIC2007-____ was passed and adopted by the Board of Directors of the Lodi Public Improvement Corporation in a regular meeting held November 7, 2007 by the following vote:

AYES: DIRECTORS –

NOES: DIRECTORS –

ABSENT: DIRECTORS –

ABSTAIN: DIRECTORS –

RANDI JOHL
Secretary

LPIC2007-____

STONE & YOUNGBERG

One Ferry Building, San Francisco, California 94111 (415) 445-2300

MEMORANDUM

To: City of Lodi Wastewater Financing Team

From: Eileen Gallagher and Stephanie Hansen, Stone & Youngberg LLC

Date: October 29, 2007

Re: Summary of Ratings and Bond Insurance Bids
City of Lodi Wastewater System Revenue COPs, Series 2007A

This memo summarizes the results of the ratings and bond insurer responses on the proposed City of Lodi Wastewater System Revenue COPs, Series 2007A.

Ratings Both Standard & Poor's Rating Service (S&P) and Fitch Ratings reviewed the City's proposed Wastewater System Revenue COPs. Each provided a rating of "A-" on the credit with a "stable" outlook.

Bond Insurance and Surety Reserve Bids Seven AAA-rated bond insurers were invited to review the proposed financing and submit insurance and surety reserve bids. All seven firms provided bids. The bids are summarized in the table below.

	COP Insurance		**Surety Reserve**	
	Bid (1)	Estimated Cost	Bid (2)	Estimated Cost
XL Capital	14.0 bps	$ 87,637	2.00%	$ 52,476
FSA	19.4 bps	121,055	1.50%	39,232
CIFG	25.0 bps	156,494	1.50%	39,357
MBIA	26.0 bps	162,238	1.75%	45,771
FGIC	27.5 bps	171,598	1.75%	45,771
Ambac	28.0 bps	174,718	2.00%	52,309
Assured Guaranty	28.0 bps	175,273	1.50%	39,357

(1) Insurance bids are quoted in basis points times total principal and interest on the COPs.
(2) Surety reserve bids are quoted as a percentage of the total reserve requirement.

Economics of Bond Insurance We compared the debt service costs of a "AAA" rated COP issue relative to an "A-" rated COP issue. We also analyzed the economic benefits of using the low bidder, XL Capital, relative to the next lowest bidder, FSA. As a relatively new insurer in the California market, XL Capital is not yet fully accepted by all investors and consequently trades at slightly higher interest rates than the other mainstream AAA insurers. Our desk estimates this spread to be approximately 5 basis points as of October 29, 2007. The results of this analysis are summarized below.

	To Final Maturity		**To 10-Year Call**	
	NPV of Debt Service	Benefit of Insurance	NPV of Debt Service	Benefit of Insurance
A- Rating	$ 31,839,664	n/a	$ 31,074,718	n/a
FSA Insurance	31,169,318	$ 670,346	30,409,583	$ 665,134
XL Insurance	31,269,158	570,506	30,507,053	567,665

If the 2007 COPs are left outstanding to maturity, the FSA insurance generates saving of over $$670,000. Even if it's assumed that the COPs are refinanced at par in 10 years (before the cost of the insurance has been fully amortized,) the FSA insurance generates savings of over $665,000.

We recommend accepting the FSA insurance bid. Detailed analyses are attached.

Surety Reserve The economics of using a surety reserve in lieu of a cash-funded debt service reserve are essentially a wash. The use of a surety reserve reduces the principal amount of the 2007 COPs by approximately $2.8 million. The City pays an up-front surety premium of approximately $39,200, but also saves on issuance costs that are indexed to the lower principal amount.

We recommend accepting the surety reserve bid from FSA.

City of Lodi

Wastewater Certificates of Participation (Refinancing and Improvement Project) Series 2007

Comparison of FSA Insurance bid, XL Insurance bid and A- rating

** Assumes no call before final maturity **

	Premium	Estimated Cost	NPV Cashflow	Benefit of Insurance
A- rating	n/a	n/a	31,839,664	n/a
FSA Bid	19.4 bps	$ 121,055	31,169,318	$ 670,346
XL Bid	14 bps	$ 87,637	31,269,158	$ 570,506
CIFG Bid	25 bps	$ 156,494		
MBIA Bid	26 bps	$ 162,238		
FGIC	27.5 bps	$ 171,598		
Ambac Bid	28 bps	$ 174,718		
Assured Guaranty Bid	28 bps	$ 175,273		

Present Value Analysis Based on Net Debt Service

	FSA Bond Insurance			XL Capital Bond Insurance			Stand Alone A- Rating		
Date	FSA Debt Service	PV Factor at 4.545505%	PV of FSA DS	XL Debt Service	PV of XL DS	PV of Difference	A- Debt Service	PV of A- Debt Service	PV of Difference
12/5/2007									
4/1/2008	466,936	0.9856217	460,223	468,423	461,687	1,465	476,054	469,209	8,987
10/1/2008	724,556	0.9637188	698,268	726,863	700,491	2,223	738,705	711,904	13,635
4/1/2009	724,556	0.9423026	682,751	726,863	684,924	2,173	738,705	696,084	13,332
10/1/2009	849,556	0.9213623	782,749	851,863	784,874	2,125	903,705	832,640	49,891
4/1/2010	722,056	0.9008873	650,491	724,363	652,569	2,078	735,405	662,517	12,026
10/1/2010	852,056	0.8808674	750,549	854,363	752,580	2,032	910,405	801,946	51,397
4/1/2011	719,456	0.8612924	619,662	721,763	621,649	1,986	731,905	630,384	10,722
10/1/2011	859,456	0.8421523	723,793	861,763	725,735	1,942	916,905	772,174	48,381
4/1/2012	716,656	0.8234376	590,122	718,963	592,021	1,899	728,205	599,631	9,510
10/1/2012	856,656	0.8051388	689,727	863,963	695,610	5,883	918,205	739,282	49,555
4/1/2013	713,856	0.7872466	561,981	716,063	563,718	1,737	724,405	570,285	8,304
10/1/2013	863,856	0.7697521	664,955	866,063	666,653	1,698	924,405	711,563	46,607
4/1/2014	710,856	0.7526463	535,023	713,063	536,684	1,661	720,405	542,210	7,187
10/1/2014	860,856	0.7359206	633,522	868,063	638,825	5,303	925,405	681,025	47,503
4/1/2015	707,856	0.7195667	509,350	709,963	510,865	1,516	716,305	515,429	6,079
10/1/2015	867,856	0.7035761	610,603	869,963	612,085	1,482	931,305	655,244	44,641
4/1/2016	704,656	0.6879409	484,762	706,763	486,211	1,449	712,005	489,817	5,055
10/1/2016	874,656	0.6726532	588,340	876,763	589,757	1,417	937,005	630,279	41,939
4/1/2017	701,256	0.6577052	461,220	703,363	462,605	1,385	707,505	465,330	4,110
10/1/2017	876,256	0.6430893	563,511	878,363	564,866	1,355	942,505	606,115	42,604
4/1/2018	697,756	0.6287983	438,748	699,863	440,072	1,324	702,805	441,923	3,175
10/1/2018	877,756	0.6148249	539,666	879,863	540,961	1,295	942,805	579,660	39,994
4/1/2019	694,156	0.6011619	417,300	696,263	418,567	1,266	698,005	419,614	2,314
10/1/2019	879,156	0.5878026	516,770	881,263	518,008	1,238	948,005	557,240	40,469
4/1/2020	690,456	0.5747402	396,833	692,563	398,044	1,211	693,005	398,298	1,465
10/1/2020	885,456	0.5619681	497,598	887,563	498,782	1,184	953,005	535,558	37,960
4/1/2021	686,556	0.5494798	377,249	688,663	378,406	1,157	687,805	377,935	686
10/1/2021	891,556	0.5372690	479,006	893,663	480,137	1,132	957,805	514,599	35,593
4/1/2022	682,456	0.5253295	358,514	684,563	359,621	1,106	682,405	358,487	(27)
10/1/2022	897,456	0.5136554	460,983	899,563	462,065	1,082	967,405	496,913	35,929
4/1/2023	677,888	0.5022407	340,463	679,994	341,521	1,058	676,349	339,690	(773)
10/1/2023	897,888	0.4910797	440,934	899,994	441,969	1,034	971,349	477,010	36,075
4/1/2024	673,213	0.4801667	323,254	675,319	324,266	1,011	670,080	321,750	(1,504)
10/1/2024	1,283,213	0.4694962	602,463	1,290,319	605,800	3,336	1,360,080	638,552	36,089
4/1/2025	660,250	0.4590628	303,096	662,250	304,014	918	655,417	300,878	(2,218)
10/1/2025	3,465,250	0.4488613	1,555,417	3,472,250	1,558,559	3,142	3,545,417	1,591,401	35,984
4/1/2026	590,125	0.4388865	258,998	592,000	259,821	823	583,167	255,944	(3,054)
10/1/2026	3,535,125	0.4291334	1,517,040	3,542,000	1,519,990	2,950	2,731,667	1,172,250	(344,791)
4/1/2027	516,500	0.4195970	216,722	518,250	217,456	734	528,978	221,957	5,236
10/1/2027	1,971,500	0.4102725	808,852	1,978,250	811,622	2,769	2,158,978	885,769	76,917
4/1/2028	480,125	0.4011552	192,605	481,750	193,257	652	488,228	195,855	3,250
10/1/2028	2,005,125	0.3922406	786,491	2,011,750	789,090	2,599	2,198,228	862,234	75,743
4/1/2029	442,000	0.3835240	169,518	443,500	170,093	575	445,478	170,851	1,334
10/1/2029	2,047,000	0.3750012	767,627	2,053,500	770,065	2,438	2,240,478	840,182	72,554
4/1/2030	401,875	0.3666677	147,355	403,250	147,859	504	400,603	146,888	(467)
10/1/2030	2,086,875	0.3585195	748,185	2,093,250	750,471	2,286	2,285,603	819,433	71,248
4/1/2031	359,750	0.3505523	126,111	361,000	126,549	438	353,478	123,912	(2,199)
10/1/2031	2,124,750	0.3427622	728,284	2,136,000	732,140	3,856	2,333,478	799,828	71,544
4/1/2032	315,625	0.3351451	105,780	316,625	106,115	335	303,978	101,877	(3,904)
10/1/2032	2,170,625	0.3276974	711,308	2,176,625	713,274	1,966	2,383,978	781,223	69,915
4/1/2033	269,250	0.3204151	86,272	270,125	86,552	280	251,978	80,737	(5,534)
10/1/2033	2,219,250	0.3132947	695,279	2,225,125	697,120	1,841	2,436,978	763,492	68,213
4/1/2034	220,500	0.3063325	67,546	221,250	67,776	230	197,353	60,455	(7,091)
10/1/2034	2,265,500	0.2995251	678,574	2,276,250	681,794	3,220	2,492,353	746,522	67,948
4/1/2035	169,375	0.2928689	49,605	169,875	49,751	146	139,978	40,995	(8,610)
10/1/2035	2,319,375	0.2863606	664,178	2,324,875	665,753	1,575	2,549,978	730,213	66,035
4/1/2036	115,625	0.2799970	32,375	116,000	32,480	105	79,728	22,323	(10,051)
10/1/2036	2,370,625	0.2737748	649,017	2,381,000	651,858	2,840	2,609,728	714,478	65,460
4/1/2037	59,250	0.2676908	15,861	59,375	15,894	33	16,478	4,411	(11,450)
10/1/2037	2,429,250	0.2617421	635,837	2,434,375	637,178	1,341	631,383	165,260	(470,577)
	62,399,368		31,169,318	62,597,560	31,269,158	99,840	62,993,433	31,839,664	670,346

City of Lodi

Wastewater Certificates of Participation (Refinancing and Improvement Project) Series 2007

Comparison of FSA Insurance bid, XL Insurance bid and A- rating

** Assumes 10 year par call **

	Premium	NPV Cashflow	Benefit of Insurance
A- rating	n/a	31,074,718	n/a
FSA Bid	19.4 bps	30,409,583	$ 665,134
XL Bid	14 bps	30,507,053	$ 567,665

Present Value Analysis Based on Net Debt Service

	FSA Bond Insurance			XL Capital Bond Insurance			Stand Alone A- Rating		
Date	FSA Debt Service	PV Factor at 4.545505%	PV of FSA DS	XL Debt Service	PV of XL Debt Service	PV of Difference	A- Debt Service	PV of A- Debt Service	PV of Difference
12/5/2007									
4/1/2008	466,936	0.9856217	460,223	468,423	461,687	1,465	476,054	469,209	8,987
10/1/2008	724,556	0.9637188	698,268	726,863	700,491	2,223	738,705	711,904	13,635
4/1/2009	724,556	0.9423026	682,751	726,863	684,924	2,173	738,705	696,084	13,332
10/1/2009	849,556	0.9213623	782,749	851,863	784,874	2,125	903,705	832,640	49,891
4/1/2010	722,056	0.9008873	650,491	724,363	652,569	2,078	735,405	662,517	12,026
10/1/2010	852,056	0.8808674	750,549	854,363	752,580	2,032	910,405	801,946	51,397
4/1/2011	719,456	0.8612924	619,662	721,763	621,649	1,986	731,905	630,384	10,722
10/1/2011	859,456	0.8421523	723,793	861,763	725,735	1,942	916,905	772,174	48,381
4/1/2012	716,656	0.8234376	590,122	718,963	592,021	1,899	728,205	599,631	9,510
10/1/2012	856,656	0.8051388	689,727	863,963	695,610	5,883	918,205	739,282	49,555
4/1/2013	713,856	0.7872466	561,981	716,063	563,718	1,737	724,405	570,285	8,304
10/1/2013	863,856	0.7697521	664,955	866,063	666,653	1,698	924,405	711,563	46,607
4/1/2014	710,856	0.7526463	535,023	713,063	536,684	1,661	720,405	542,210	7,187
10/1/2014	860,856	0.7359206	633,522	868,063	638,825	5,303	925,405	681,025	47,503
4/1/2015	707,856	0.7195667	509,350	709,963	510,865	1,516	716,305	515,429	6,079
10/1/2015	867,856	0.7035761	610,603	869,963	612,085	1,482	931,305	655,244	44,641
4/1/2016	704,656	0.6879409	484,762	706,763	486,211	1,449	712,005	489,817	5,055
10/1/2016	874,656	0.6726532	588,340	876,763	589,757	1,417	937,005	630,279	41,939
4/1/2017	701,256	0.6577052	461,220	703,363	462,605	1,385	707,505	465,330	4,110
10/1/2017	29,096,256	0.6430893	18,711,492	29,183,363	18,767,509	56,017	29,385,910	18,897,766	186,273
4/1/2018			-			-		-	-
10/1/2018			-			-		-	-
4/1/2019			-			-		-	-
10/1/2019			-			-		-	-
4/1/2020			-			-		-	-
10/1/2020			-			-		-	-
4/1/2021			-			-		-	-
10/1/2021			-			-		-	-
4/1/2022			-			-		-	-
10/1/2022			-			-		-	-
4/1/2023			-			-		-	-
10/1/2023			-			-		-	-
4/1/2024			-			-		-	-
10/1/2024			-			-		-	-
4/1/2025			-			-		-	-
10/1/2025			-			-		-	-
4/1/2026			-			-		-	-
10/1/2026			-			-		-	-
4/1/2027			-			-		-	-
10/1/2027			-			-		-	-
4/1/2028			-			-		-	-
10/1/2028			-			-		-	-
4/1/2029			-			-		-	-
10/1/2029			-			-		-	-
4/1/2030			-			-		-	-
10/1/2030			-			-		-	-
4/1/2031			-			-		-	-
10/1/2031			-			-		-	-
4/1/2032			-			-		-	-
10/1/2032			-			-		-	-
4/1/2033			-			-		-	-
10/1/2033			-			-		-	-
4/1/2034			-			-		-	-
10/1/2034			-			-		-	-
4/1/2035			-			-		-	-
10/1/2035			-			-		-	-
4/1/2036			-			-		-	-
10/1/2036			-			-		-	-
4/1/2037			-			-		-	-
10/1/2037			-			-		-	-
	43,593,905		30,409,583	43,732,610	30,507,053	97,469	44,482,853	31,074,718	665,134

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 8, 2007

NEW ISSUE - FULL BOOK-ENTRY ONLY **Ratings: (See "Ratings")**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Special Counsel to the City, based on an analysis of existing laws, regulations, rulings and court decisions and assuming, among other things, the accuracy of certain representations and compliance with certain covenants, the portion of each Installment Payment designated as and constituting interest paid by the City under the Installment Purchase Agreement and received by the Owners of the 2007 Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Special Counsel, the portion of each Installment Payment designated as and constituting interest paid by the City under the Installment Purchase Agreement and received by the Owners of the 2007 Certificates is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Special Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest evidenced by, the 2007 Certificates. See "TAX MATTERS".

$32,000,000*
Wastewater System Revenue Certificates of Participation, 2007 Series A Evidencing the Proportionate Interests of the Owners Thereof in Certain Installment Payments to be Made by the CITY OF LODI, CALIFORNIA

Dated: Date of Delivery **Due: October 1, as set forth on the inside front cover**

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page not otherwise defined shall have the meanings set forth in this Official Statement.

The Wastewater System Revenue Certificates of Participation, 2007 Series A (the "2007 Certificates") evidence the proportionate interests of the Owners thereof in Installment Payments (the "Installment Payments") to be made by the City of Lodi, California (the "City") under the terms of an Installment Purchase Agreement, dated as of December 1, 2007 (the "Installment Purchase Agreement"), between the City and the Lodi Public Improvement Corporation (the "Corporation"). Pursuant to the Installment Purchase Agreement, the City is obligated to make the Installment Payments to the Corporation from System Net Revenues of the City's wastewater collection, treatment and disposal system (the "System"). See "SECURITY AND SOURCES OF PAYMENT FOR THE 2007 CERTIFICATES".

The 2007 Certificates are being sold to provide funds (i) to finance the costs of certain improvements to the System, (ii) to allow the City to prepay outstanding installment payment obligations of the City and, as a result, to cause immediate defeasance of the outstanding Certificates of Participation (1991 Wastewater Treatment Plant Expansion Refunding Project) (the "1991 Certificates"), (iii) to [fund a deposit to a reserve fund] [pay the premium for a debt service reserve fund surety bond] for the 2007 Certificates, and (iv) to pay costs of delivery of the 2007 Certificates. See "THE FINANCING PLAN".

The 2007 Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of December 1, 2007 (the "Trust Agreement"), between the Corporation and The Bank of New York Trust Company, N.A., as trustee (the "Trustee"). The 2007 Certificates will be delivered in fully registered form, and, when executed and delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the 2007 Certificates. Purchasers of interests in the 2007 Certificates will not receive securities certificates representing their interests in the 2007 Certificates purchased. Principal, premium, if any, and interest evidenced by the 2007 Certificates are payable by the Trustee to DTC, which is obligated in turn to remit such principal, premium, if any, and interest to its DTC participants for subsequent disbursement to the beneficial owners of the 2007 Certificates, as described in this Official Statement. The 2007 Certificates are deliverable in denominations of $5,000 or any integral multiple thereof. Interest evidenced by the 2007 Certificates will be payable semiannually on April 1 and October 1 of each year, commencing April 1, 2008.

The 2007 Certificates are subject to prepayment prior to their stated maturity dates, as more fully described in this Official Statement. See "THE 2007 CERTIFICATES—Prepayment Provisions".

The scheduled payment of principal and interest evidenced by the 2007 Certificates when due will be guaranteed under a financial guaranty insurance policy to be issued by _____ simultaneously with the delivery of the 2007 Certificates.

---

* Preliminary; subject to change.

[logo]

The obligation of the City to make the Installment Payments is a special obligation of the City that is secured by a pledge of and payable solely from System Net Revenues. The general fund of the City is not liable for, and neither the faith and credit nor the taxing power of the City is pledged to, the payment of the Installment Payments.

The pledge of System Net Revenues to the Installment Payments is on a parity with the pledge of System Net Revenues to certain outstanding obligations, which will be outstanding in the principal amount of $28,690,000 following defeasance of the 1991 Certificates with proceeds of the 2007 Certificates (the "Existing Parity Obligations"). See "SECURITY AND SOURCES OF PAYMENT FOR THE 2007 CERTIFICATES - Outstanding Parity Obligations". The City is also authorized under the Installment Purchase Agreement to incur other obligations payable from System Net Revenues on a parity with the Installment Payments.

The 2007 Certificates are offered when, as and if executed and delivered to the Underwriters, subject to the approval of legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Special Counsel, and certain other conditions. Certain legal matters will be passed upon for the Underwriters by Jones Hall, A Professional Law Corporation, San Francisco, California, and for the City and the Corporation by the City Attorney of the City. It is expected that the 2007 Certificates in definitive form will be available for delivery in New York, New York through the DTC book-entry system on or about December 5, 2007.

STONE & YOUNGBERG LLC **BEAR, STEARNS & CO. INC.**

Dated: November __, 2007

MATURITY SCHEDULE

Maturity Date (October 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP† (540279)	Maturity Date (October 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP† (540279)
2008					2016				
2009					2017				
2010					2018				
2011					2019				
2012					2020				
2013					2021				
2014					2022				
2015									

$ ___ __% Term Certificate due October 1, 2037, Price: __% CUSIP† No. __

(1) Priced to par call on October 1, _____.

† Copyright 2007, American Bankers Association. CUSIP data are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the City nor the Underwriters assume any responsibility for the accuracy of these CUSIP data.

CITY OF LODI, CALIFORNIA

City Council

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

City Officials

Blair King, City Manager
Jim Krueger, Deputy City Manager
Randi Johl, City Clerk
D. Stephen Schwabauer, City Attorney
Richard C. Prima, Jr., Public Works Director
Charles E. Swimley Jr., Water Services Manager

LODI PUBLIC IMPROVEMENT CORPORATION

Board of Directors

Bob Johnson
JoAnne Mounce
Larry D. Hansen
Susan Hitchcock
Phil Katzakian

SPECIAL SERVICES

Special Counsel
Orrick, Herrington & Sutcliffe LLP
Los Angeles, California

Trustee
The Bank of New York Trust Company, N.A.
San Francisco, California

Financial Advisor
Lamont Financial Services Corp.
Los Angeles, California

Verification Agent
Causey Demgen & Moore Inc.
Denver, Colorado

Escrow Bank
U.S Bank National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriters to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2007 Certificates by a person in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

Statements contained in this Official Statement that include forecasts, estimates or matters of opinion, whether or not expressly stated as such, are intended solely as such and are not to be construed as representations of fact. The information set forth in this Official Statement has been furnished by the City and by other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as representations by the Underwriters. The information and expressions of opinions in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in affairs of the City since the date hereof. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with one or more repositories.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THE OFFERING OF THE 2007 CERTIFICATES, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT MAY STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH 2007 CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used such as "plan," "project," "expect," "anticipate," "intend," "believe," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Except as specifically set forth in this Official Statement, the City does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

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OFFICIAL STATEMENT

Relating to

$32,000,000*

Wastewater System Revenue Certificates of Participation, 2007 Series A
Evidencing the Proportionate Interests of the Owners Thereof
in Certain Installment Payments to be Made by the
CITY OF LODI, CALIFORNIA

INTRODUCTION

This Introduction is qualified in its entirety by reference to the more detailed information included and referred to elsewhere in this Official Statement. The offering of the 2007 Certificates to potential investors is made only by means of the entire Official Statement. Terms used in this Introduction and not otherwise defined shall have the respective meanings assigned to them elsewhere in this Official Statement. See "APPENDIX D – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS".

Purpose of this Official Statement

The purpose of this Official Statement (which includes the cover page and the appendices attached hereto) is to provide certain information concerning the sale and delivery of the above-titled Certificates of Participation (the "**2007 Certificates**"). The 2007 Certificates evidence the proportionate interests of the registered owners (the "**Owners**") thereof in installments payments (the "**Installment Payments**") to be made by the City of Lodi, California (the "**City**") under the terms of an Installment Purchase Agreement, dated as of December 1, 2007 (the "**Installment Purchase Agreement**"), between the City and the Lodi Public Improvement Corporation (the "**Corporation**").

The 2007 Certificates

The 2007 Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of December 1, 2007 (the "**Trust Agreement**"), between the Corporation and The Bank of New York Trust Company, N.A., as trustee (the "**Trustee**").

Purpose of the 2007 Certificates

The 2007 Certificates are being sold to provide funds for the following purposes:

(i) to finance the costs of certain improvements to the wastewater collection, treatment and disposal system of the City (the "**System**") (see "THE 2007 PROJECT AND THE SYSTEM CAPITAL PLAN"),

(ii) to allow the City to prepay certain outstanding installment payment obligations of the City (the "**1991 Installment Payments**") and, as a result, to cause a redemption of the outstanding Certificates of Participation (1991 Wastewater Treatment Plant Expansion Refunding Project) (the "**1991 Certificates**"),

* Preliminary; subject to change.

(iii) to [fund a deposit to a reserve fund] [pay the premium for a debt service reserve fund surety bond] for the 2007 Certificates, and

(iv) to pay costs of delivery of the 2007 Certificates.

See "THE FINANCING PLAN".

Security and Sources of Payment for the 2007 Certificates

Pledge of System Net Revenues. The obligation of the City to make the Installment Payments pursuant to the Installment Purchase Agreement is a special obligation of the City secured by a pledge of and payable solely from System Net Revenues.

The obligation of the City to make the Installment Payments does not constitute a debt of the City or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Existing Parity Obligations. The City's pledge of System Net Revenues to the Installment Payments is on a parity with the City's pledge of System Net Revenues to certain outstanding obligations (the 2003 Installment Payments and the 2004 Installments Payments, as defined below), which are outstanding in the aggregate principal amount of $28,690,000 as of October 2, 2007 (the "**Existing Parity Obligations**"). The 1991 Installment Payments, which will be defeased in their entirety with proceeds of the 2007 Certificates on the date of execution and delivery of the 2007 Certificates, were outstanding in the principal amount of $8,575,000 as of October 2, 2007. See "THE FINANCING PLAN" and "SECURITY AND SOURCES OF PAYMENT FOR THE 2007 CERTIFICATES - Outstanding Parity Obligations".

Additional Parity Obligations. The City may incur additional obligations payable from and secured by the System Net Revenues on a parity with the Installment Payments and the Existing Parity Obligations. See "SECURITY AND SOURCES OF PAYMENT FOR THE 2007 CERTIFICATES - Additional Parity Debt".

Parity Debt. The Existing Parity Obligations, the Installments Payments and any future Parity Obligations are referred to as Parity Debt in this Official Statement.

Rate Covenant

The City covenants in the Installment Purchase Agreement that it will, to the maximum extent permitted by law, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year so as to yield System Net Revenues during such Fiscal Year equal to at least 110% of the Annual Debt Service in such Fiscal Year; provided, an adjustment will be made to the amount of System Net Revenues for amounts deposited into or withdrawn from the Rate Stabilization Fund, provided that, for purposes of such calculation, the amount of System Net Revenues before any credits for transfers from the Rate Stabilization Fund to the System Revenue Fund may not be less than 100% of Annual Debt Service for such Fiscal Year. See "SECURITY AND SOURCES OF PAYMENT FOR THE 2007 Certificates—Rate Covenant".

Reserve Fund

A Reserve Fund is established with the Trustee pursuant to the Trust Agreement in an amount equal to the "**Reserve Fund Requirement**" (as defined in the Trust Agreement).

Amounts on deposit in the Reserve Fund will be applied to pay principal and/or interest evidenced by the 2007 Certificates in the event amounts on deposit in the Debt Service Fund are insufficient for that purpose.

In lieu of funding the Reserve Fund with cash or in replacement of amounts then on deposit in the Reserve Fund, there may be credited to the Reserve Fund a Reserve Policy in an amount, together with moneys to remain on deposit therein, equal to the Reserve Fund Requirement. See "SECURITY AND SOURCES OF PAYMENT FOR THE 2007 Certificates - Reserve Fund".

Certificate Insurance

The scheduled payment of principal and interest evidenced by the 2007 Certificates when due will be guaranteed under a financial guaranty insurance policy (the "**Policy**") to be issued by _____ (the "**Insurer**") simultaneously with the delivery of the 2007 Certificates. See "CERTIFICATE INSURANCE".

Continuing Disclosure

The City has covenanted for the benefit of the Owners and beneficial owners of the 2007 Certificates to provide certain financial information and operating data relating to the City and the System annually, and to provide notices of the occurrence of certain enumerated events, if material. See "CONTINUING DISCLOSURE".

Other Matters

This Official Statement speaks only as of its date, and the information and expressions of opinions contained in this Official Statement are subject to change without notice. Neither delivery of this Official Statement nor any sale made hereunder, under any circumstances, shall create any implication that there has been no change in the affairs of the City or the System since the date hereof. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with one or more repositories.

The summaries of and references to documents, statutes, reports and other instruments referred to in this Official Statement do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by reference to each document, statute, report or instrument. The capitalization of any word not conventionally capitalized or otherwise defined in this Official Statement indicates that such word is defined in a particular agreement or other document and, as used in this Official Statement, has the meaning given it in such agreement or document. See "APPENDIX D – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS".

Copies of the Trust Agreement and the Installment Purchase Agreement are available for inspection at the City Hall of the City in Lodi, California, and will be available from the Trustee upon request and payment of duplication costs.

THE FINANCING PLAN

The 2007 Certificates are being executed and delivered to provide funds (i) to allow the City to prepay the outstanding 1991 Installment Payments and, as a result, to cause a redemption of the outstanding 1991 Certificates, (ii) to finance the costs of certain improvements to the System, (iii) to fund a deposit to a reserve fund for the 2007 Certificates, and (iv) to pay costs of delivery of the 2007 Certificates.

Refinancing of the 1991 Certificates

The City previously caused execution and delivery of the Certificates of Participation (1991 Wastewater Treatment Plant Expansion Refunding Project) (the "**1991 Certificates**") outstanding, as of October 2, 2007, in the principal amount of $8,575,000. The 1991 Certificates evidence proportionate interests in certain payments (the "**1991 Installment Payments**") to be made by the City pursuant to an Installment Sale Agreement, dated as of December 1, 1991 (the "**1991 Installment Sale Agreement**"), between the City and the Corporation.

The City will cause a portion of the sale proceeds of the 2007 Certificates to be used to immediately defease the outstanding 1991 Certificates by funding the outstanding principal component of the 1991 Certificates to be redeemed on February 1, 2008, plus accrued interest to February 1, 2008, plus a premium equal to 1.5% of the total principal amount to be redeemed.

The City and U.S. Bank National Association, as trustee with respect to the 1991 Certificates (the "**Escrow Bank**"), will enter into an Escrow Deposit Agreement (the "**Escrow Agreement**") under which the Escrow Bank will establish an Escrow Fund (the "**Escrow Fund**"), into which a portion of the proceeds of the 2007 Certificates and other available funds held for the 1991 Certificates will be deposited concurrently with the execution and delivery of the 2007 Certificates.

Cash sufficient to defease the 1991 Certificates will be deposited in the Escrow Fund, and the cashmay be invested in non-callable federal securities. Sufficiency of the cash to defease the 1991 Certificateswill be verified by Causey Demgen & Moore Inc., Denver, Colorado ("**Verification Agent**"). Any interest earnings on amounts in the Escrow Fund will be available for transfer to the Improvement Fund on February 1, 2008. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" below.

Financing of the 2007 Project

Proceeds of the 2007 Certificates will be used to finance capital improvements to the System. The City currently expects the improvements to include the following:

- Phase 3 improvements to the City's White Slough Water Pollution Control Facility (the "**White Slough Facility**"). Phase 3 improvements include headworks improvements, acquisition and installation of an additional digester, two additional aeration basins, an additional secondary clarifier and improvements to the control room. These improvements are intended to improve de-nitrification and restore the facility's permitted treatment capacity to 8.5 mgd. The Phase 3 improvements are expected to cost approximately $20.6 million, and will be funded with proceeds of the 2007 Certificates and with remaining proceeds of the

2004 Certificates (as defined in "SECURITY AND SOURCES OF PAYMENT FOR THE 2007 CERTIFICATES – Outstanding Parity Obligations"). The City commenced work on the Phase 3 improvements in April 2007 and expects to complete the Phase 3 improvements by March 2009.

- The City expects to undertake additional capital projects for the System, including rehabilitation of the main trunk line from the White Slough Facility to the City, which the City expects will not cost more than $7.75 million. On October 17, 2007, the City Council declared a local state of emergency, dispensed with bidding requirements and authorized the City Manager to negotiate a contract change order with the contractor performing the Phase 3 work to include the pipeline rehabilitation. The City is in the process of filing a Notice of Exemption under the California Environmental Quality Act ("**CEQA**") and expects the pipeline rehabilitation to be completed by Summer 2008. See "RISK FACTORS – Potential Liability Related to the Main Trunk Line".

Estimated Sources and Uses of Funds

The estimated sources and uses of funds with respect to the 2007 Certificates are as follows:

Sources:

Principal Amount of 2007 Certificates
Plus Net Original Issue Premium
Less Underwriters' Discount
Total Sources

Uses:

Deposit to Escrow Fund
Deposit to Improvement Fund
Deposit to Reserve Fund[(1)]
Costs of Issuance[(2)]
Total Uses

(1) Represents an amount equal to the Reserve Fund Requirement.
(2) Includes legal, financing and consulting fees, Trustee's fees, printing costs, rating agency fees, bond insurance premium and other costs incurred in connection with the delivery of the 2007 Certificates.

Schedule of Installment Payments

The schedule of Installment Payments and the City's payments obligations under existing Parity Debt (assuming no optional prepayments) is set forth below:

Period Ending	Existing Parity Debt Service [1]			2007 Certificates			Total Parity Debt Service
	Principal	Interest	Debt Service	Principal	Interest	Debt Service	

(1) Reflects the 2003 Installment Payments and the 2004 Installment Payments.

THE 2007 CERTIFICATES

General

The 2007 Certificates will be prepared as one fully registered securities certificate for each maturity, and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("**DTC**"). DTC will act as securities depository for the 2007 Certificates. Principal, prepayment premium, if any, and interest evidenced by the 2007 Certificates are payable by the Trustee to DTC, which is obligated in turn to remit such principal, prepayment premium, if any, and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the 2007 Certificates. See "APPENDIX C – BOOK-ENTRY ONLY SYSTEM".

The 2007 Certificates will be delivered in authorized denominations of $5,000 or any integral multiple thereof. Interest evidenced by the 2007 Certificates is payable on April 1, 2008 and semiannually thereafter, on each April 1 and October 1 (each, an "**Interest Payment Date**" for the 2007 Certificates), computed on the basis of a 360-day year comprised of twelve 30-day months. The 2007 Certificates will be dated the date of delivery thereof, will mature on the dates and in the principal amounts and will evidence interest at the rates, all as set forth on the inside front cover of this Official Statement.

Prepayment Provisions

Optional Prepayment. The 2007 Certificates maturing on or prior to October 1, _____ are not subject to optional prepayment prior to their stated maturity dates. The 2007 Certificates maturing on and after October 1, _____ are subject to prepayment prior to their stated maturity dates, on any date on or after October 1, ____, as a whole or in part, at the option of the City, from any source of available funds, at a prepayment price equal to 100% of the principal amount of 2007 Certificates or portions thereof to be prepaid, plus unpaid accrued interest thereon to the date fixed for prepayment, without a prepayment premium.

Mandatory Sinking Fund Prepayment. The 2007 Certificates maturing on October 1, ____, are subject to mandatory prepayment prior to maturity, in part by lot, commencing on October 1, ____ and on each October 1, thereafter to and including October 1, ____, from scheduled Installment Payments made by the City on such dates at a prepayment price equal to the principal amount of the 2007 Certificates to be prepaid, plus accrued interest thereon to the date fixed for prepayment according to the following schedule:

Prepayment Date (October 1)	**Principal Amount**
	$

_____
* Maturity

The amount of each such prepayment shall be reduced as provided in the Installment Purchase Agreement in the event and to the extent of any and all optional prepayments, or purchases for retirement, of 2007 Certificates maturing on October 1, ____.

The 2007 Certificates maturing on October 1, ____, are subject to mandatory prepayment prior to maturity, in part by lot, commencing on October 1, ____ and on each October 1, thereafter to and including October 1, ____, from scheduled Installment Payments made by the City on such dates at a prepayment price equal to the principal amount of the 2007 Certificates to be prepaid, plus accrued interest thereon to the date fixed for prepayment according to the following schedule:

Prepayment Date (October 1)	**Principal Amount**
	$

* Maturity

The amount of each such prepayment shall be reduced as provided in the Installment Purchase Agreement in the event and to the extent of any and all optional prepayments, or purchases for retirement, of 2007 Certificates maturing on October 1.

Notice of Prepayment. Notice of prepayment of 2007 Certificates shall be mailed by the Trustee not less than thirty (30) days nor more than sixty (60) days prior to the prepayment date to (i) the respective Owners of the 2007 Certificates designated for prepayment at their addresses as shown on the registration books maintained by the Trustee, (ii) the Securities Depositories, and (iii) one or more Information Services. Each notice of prepayment shall state the date of such notice, prepayment price, the place of prepayment, the CUSIP number, if any, and if less than all of the 2007 Certificates of any one maturity are to be prepaid, the distinctive certificate numbers of the 2007 Certificates to be prepaid, and in the case of 2007 Certificates to be prepaid in part only, the respective portions of the principal amount thereof to be prepaid. Each such notice shall also state that on said date there will become due and payable on each of said 2007 Certificates the prepayment price thereof or of said specified portion of the principal amount thereof to be prepaid and that from and after such prepayment date interest with respect thereto shall cease to accrue, and shall require that such 2007 Certificates be then surrendered. Failure to receive such notice shall not invalidate any of the proceedings taken in connection with such prepayment.

In the event of prepayment of 2007 Certificates (other than mandatory prepayment), the Trustee will mail a notice of prepayment upon receipt of a Written Request of the City but only after the City files a Certificate of the City with the Trustee that, on or before the date set for prepayment, the City will deposit with or otherwise make available to the Trustee for deposit in the Debt Service Fund the money required for payment of the prepayment price, including accrued interest evidenced thereby, of all 2007 Certificates then to be called for prepayment (or the Trustee determines that money will be deposited with or otherwise made available to it in sufficient time for such purpose), together with the estimated expense of giving such notice.

Unless the book-entry only system shall have been discontinued, the Corporation, the City and the Trustee will recognize only DTC or its nominee as an Owner. Conveyance of notices and other communications by DTC to DTC Participants and by DTC Participants to beneficial owners will be governed by arrangements between them, subject to any statutory and regulatory requirements as may be in effect from time to time.

Selection of Certificates for Prepayment. If less than all Outstanding 2007 Certificates of any particular maturity are to be prepaid at any one time, the Trustee shall select the 2007 Certificates or the portions of the 2007 Certificates of such maturity to be prepaid by lot in a manner which the Trustee deems to be fair. For purposes of selecting 2007 Certificates to be prepaid, 2007 Certificates shall be deemed to be composed of $5,000 multiples and any such multiple of principal amount may be separately prepaid, subject to the requirement that the unpaid balance of any 2007 Certificate prepaid in part must be in an authorized denomination. As long as the 2007 Certificates are held in the book-entry only system, selection of 2007 Certificates for prepayment will be governed by DTC procedures.

Effect of Prepayment. If notice of prepayment has been duly given as aforesaid, and money for the payment of the prepayment price of the 2007 Certificates (or portions thereof) so called for prepayment is held by the Trustee, then on the prepayment date designated in such notice, the 2007 Certificates (or portions thereof) so called for prepayment shall become due and payable, and from and after the prepayment date so designated, interest with respect to the 2007 Certificates (or portions thereof) so called for prepayment shall cease to accrue, such 2007 Certificates (or portions thereof) shall cease to be entitled to any benefit or security under the Trust Agreement and the Installment Purchase Agreement, and the Owners of such 2007 Certificates shall have no rights in respect thereof except to receive payment of the prepayment price thereof from the money held by the Trustee for such purpose.

SECURITY AND SOURCES OF PAYMENT FOR THE 2007 CERTIFICATES

Installment Payments

The 2007 Certificates evidence the proportionate interests of the Owners in the Installment Payments to be made by the City pursuant to the Installment Purchase Agreement. The Installment Purchase Agreement provides that the City's obligation to make the Installment Payments from System Net Revenues is absolute and unconditional, and, until such time as the Installment Payments shall have been paid in full (or provision for the payment thereof shall have been made pursuant to the Installment Purchase Agreement), the City will not discontinue or suspend any Installment Payment required to be paid by the City under the Installment Purchase Agreement, whether or not the System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Installment Payments shall be net payments to the Corporation and shall not be subject to deduction, abatement, reduction or diminution, whether by offset or otherwise, and shall not be conditional upon the performance or nonperformance by any party to any agreement or for any other cause whatsoever. Notwithstanding anything to the contrary contained in the Installment Purchase Agreement, the City shall not be required to advance any moneys derived from any source of income other than the System Net Revenues for the payment of the Installment Payments or for the performance of any agreements or covenants required to be performed by it contained in the Installment Purchase Agreement.

Pursuant to the Trust Agreement, the Corporation transfers, assigns and sets over to the Trustee all of the Installment Payments and any and all rights, title, interest and privileges it has in, to and under the Installment Purchase Agreement (other than its rights to expenses and indemnification), including without limitation, the right to collect and receive directly all of the Installment Payments and the right to enforce the provisions of the Installment Purchase Agreement. The City consents to such assignment in the Installment Purchase Agreement and agrees to make payments of the Installment Payments directly to the Trustee. Under the Trust Agreement, the Trustee is to take all steps, actions and proceedings required to be taken, as provided in an opinion of counsel delivered to the Trustee, reasonably necessary to maintain in force for the benefit of the Owners of the 2007 Certificates the Trustee's rights in and priority to the security granted to it for the payment of the Installment Payments as assignee of the Installment Payments and all of the Corporation's rights, title, interest and privileges in, to and under the Installment Purchase Agreement (other than its rights to indemnification and expenses), and all other rights and property which the Trustee may receive in the future as security for the 2007 Certificates. The Trustee is entitled to indemnification and expenses before taking such action as provided in the Trust Agreement.

The Trust Agreement provides that all of the Installment Payments received by the Trustee shall be deposited immediately in the Debt Service Fund. All of the Installment Payments are to be held in trust by the Trustee for the benefit of the Owners of the 2007 Certificates and shall be disbursed and applied only as provided in the Trust Agreement.

Defined Terms

For the purposes of the Trust Agreement and the Installment Purchase Agreement, the following terms are given the following meanings:

"**System Net Revenues**" means, for any period, System Revenues less Operation and Maintenance Costs for such period; provided that certain adjustments in the amount of System Net Revenues for a Fiscal Year may be made in connection with amounts deposited in and transferred from the Rate Stabilization Fund.

"**System Revenues**" is defined under the Installment Purchase Agreement as all gross income and revenue received or receivable by the City from the ownership or operation of the System, determined in accordance with Generally Accepted Accounting Principles, including all fees (including connection fees), rates, charges and all amounts paid under any contracts received by or owed to the City in connection with the operation of the System and all proceeds of insurance relating to the System and investment income allocable to the System and all other income and revenue howsoever derived by the City from the ownership or operation of the System or arising from the System. System Revenues for any Fiscal Year shall include, for the purposes permitted by the Installment Purchase Agreement, amounts transferred to the System Revenue Fund from the Rate Stabilization Fund during such Fiscal Year.

"**Operation and Maintenance Costs**" means the reasonable and necessary costs paid or incurred by the City for maintaining and operating the System, determined in accordance with Generally Accepted Accounting Principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, including all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms of the Trust Agreement or of any resolution authorizing the execution of any Parity Obligations, such as compensation, reimbursement and indemnification of the Trustee and the Corporation, fees and expenses of

Independent Certified Public Accountants and deposits to the Rebate Fund; but excluding in all cases (i) payment of Parity Debt and Subordinate Obligations, (ii) costs of capital additions, replacements, betterments, extensions or improvements which under Generally Accepted Accounting Principles are chargeable to a capital account, (iii) depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles, (iv) City Administrative Costs (as defined in the Trust Agreement (the "**City Administrative Expenses**")), and (v) transfers from the System Revenue Fund to other funds or accounts of the City.

The definition of Operation and Maintenance Costs is different than the definition originally included in the 2003 Installment Purchase Agreement (defined below) and the 2004 Installment Purchase Agreement (defined below). In September 2007, the City completed a study relating to the allocation of general fund administrative overhead to various City enterprise funds, including the System Revenue Fund. The definition of Operations and Maintenance Costs will be amended to exclude the payment of City Administrative Costs, which means those costs will be paid after the Installment Payments and any Parity Obligation Payments have been paid. Financial Security Assurance Inc., the insurer of the 2003 Bonds, and MBIA Insurance Corporation, the insurer of the 2004 Bonds, have consented to amending the definition of Operation and Maintenance Costs in the 2003 Installment Purchase Agreement and the 2004 Installment Purchase Agreement.

For definitions of additional terms used in the Installment Purchase Agreement and the Trust Agreement, see "APPENDIX D – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—CERTAIN DEFINITIONS".

Pledge of System Net Revenues

Pursuant to the Installment Purchase Agreement, all System Net Revenues and all amounts on deposit in the System Revenue Fund are irrevocably pledged to the payment of the Installment Payments, as provided in the Installment Purchase Agreement. The Installment Purchase Agreement provides that such pledge, together with the pledge of System Net Revenues and amounts in the System Revenue Fund securing all other Parity Debt shall, subject to application as permitted in the Installment Purchase Agreement, constitute a first lien on System Net Revenues and amounts on deposit in the System Revenue Fund.

The obligation of the City to make the Installment Payments is a special obligation of the City payable solely from the System Net Revenues, and does not constitute a debt of the City or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

See "Outstanding Parity Obligations" and "Additional Parity Debt" below.

Rate Covenant

The Installment Purchase Agreement provides that the City will, at all times until all Installment Payments have been fully paid or provision has been made therefor in accordance with the Installment Purchase Agreement, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year so as to yield System Revenues at least sufficient, after making reasonable allowances for contingencies and errors in the estimates, to pay the following amounts during such Fiscal Year:

(i) All current Operation and Maintenance Costs.

(ii) The Installment Payments and all other Parity Obligation Payments and all payments on Subordinate Obligations as they become due and payable.

(iii) All payments required for compliance with the terms of the Trust Agreement and the Installment Purchase Agreement, including restoration of the Reserve Fund to an amount equal to the Reserve Fund Requirement.

(iv) All payments to meet any other obligations of the City which are charges, liens or encumbrances upon, or payable from, the System Revenues.

In addition, the City covenants that it will, to the maximum extent permitted by law, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year so as to yield System Net Revenues during such Fiscal Year equal to at least 110% of the Annual Debt Service in such Fiscal Year; provided an adjustment may be made to the amount of System Net Revenues for amounts deposited into or withdrawn from the Rate Stabilization Fund; provided that, for purposes of such calculation, the amount of System Net Revenues before any credits for transfers from the Rate Stabilization Fund to the System Revenue Fund may not be less than 100% of Annual Debt Service for such Fiscal Year.

Reserve Fund

General. Pursuant to the Trust Agreement, the Reserve Fund is to be held by the Trustee so long as the Installment Purchase Agreement has not been discharged in accordance with its terms or any 2007 Certificates remain Outstanding. The Reserve Fund is required to be maintained in an amount equal to the Reserve Fund Requirement (See "Application of System Revenues" below) pursuant to the Installment Purchase Agreement and the Trust Agreement.

"**Reserve Fund Requirement**" means, as of any date of determination, the least of (a) 10% of the initial offering price to the public of the 2007 Certificates as determined under the Code, or (b) the greatest annual debt service with respect to the Installment Payments in any Fiscal Year during the period commencing with the Fiscal Year in which the determination is being made and terminating with the last Fiscal Year in which any Installment Payment is due, or (c) 125% of the sum of the annual debt service with respect to the Installment Payments for all Fiscal Years during the period commencing with the Fiscal Year in which such calculation is made (or if appropriate, the first full Fiscal Year following the execution and delivery of the 2007 Certificates) and terminating with the last Fiscal Year in which any Installment Payment is due, divided by the number of such Fiscal Years, all as computed and determined by the City and specified in writing to the Trustee.

Reserve Policy. In lieu of funding the Reserve Fund with cash or in replacement of amounts then on deposit in the Reserve Fund, there may be credited to the Reserve Fund a debt service reserve municipal bond insurance policy or surety bond issued by a municipal bond insurer or a letter of credit issued by a bank or other institution provided that, at the time of delivery of such insurance policy, surety bond or letter of credit, the obligations insured by such insurer or the obligations of such bank or other institution payable on a parity with its obligations under such letter of credit, as applicable, are rated in the highest rating category (without regard to qualifiers) by the Rating Agencies and, if rated by A.M. Best & Company, also in the highest rating category (without regard to qualifiers) by A.M. Best & Company (a "Reserve Policy") in an amount, together with moneys to remain on deposit therein, equal to the Reserve Fund

Requirement. Moneys on deposit in the Reserve Fund shall be transferred, and if the amount of money then on deposit in the Reserve Fund is insufficient therefor, amounts shall be drawn on any Reserve Policy and transferred, by the Trustee to the Debt Service Fund to pay principal and/or interest evidenced by the 2007 Certificates on each date such principal and/or interest is due and payable in the event amounts on deposit therein are insufficient for such purposes. The Reserve Fund is not available for the payment of any Parity Obligations of the City nor is any other reserve fund relating to any Parity Obligations available for the payment of any insufficiency with respect to the Installment Payments.

Application of System Revenues

The City agrees and covenants in the Installment Purchase Agreement that all System Revenues it receives (except for net proceeds of any casualty insurance or condemnation award) will be deposited when and as received in the System Revenue Fund, which the City has established and which the City agrees to maintain separate and apart from other moneys of the City until all Installment Payments have been fully paid or provision has been made therefor in accordance with the Installment Purchase Agreement. Moneys in the System Revenue Fund shall be used and applied only as provided in the Installment Purchase Agreement. The Installment Purchase Agreement provides that the City is to pay all Maintenance and Operation Costs (including amounts reasonably required to be set aside in contingency reserves for Maintenance and Operation Costs the payment of which is not then immediately required) from the System Revenue Fund as they become due and payable and all remaining money in the System Revenue Fund shall be set aside and deposited by the City at the following times in the following order of priority:

Installment Payments. Not later than each Installment Payment Date (*i.e.*, March 15 and September 15 of each year), the City is required to, from the moneys in the System Revenue Fund, transfer to the Trustee the Installment Payment due and payable on that Installment Payment Date. The City will also, from the moneys in the System Revenue Fund, transfer when due to the applicable trustee for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any Parity Obligation Payments in accordance with the provisions of the applicable Parity Obligation.

Reserve Fund. On or before the first Business Day of each month, the City is required to, from the remaining moneys in the System Revenue Fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the Trustee for deposit in the Reserve Fund in accordance with the Trust Agreement and to the applicable trustee for such other debt service reserve funds, if any, as may have been established in connection with Parity Obligations that sum, if any, necessary to restore: (i) the Reserve Fund to an amount equal to the Reserve Fund Requirement and otherwise replenish the Reserve Fund for any withdrawals (including draws upon the Reserve Policy) to pay the Installment Payments due under the Installment Purchase Agreement and (ii) necessary to restore such other debt service funds to an amount equal to the amount required to be maintained therein; *provided* that payments to restore the Reserve Fund after a withdrawal will be in an amount equal to 1/12 of the aggregate amount needed to restore the Reserve Fund to the Reserve Fund Requirement as of the date of the withdrawal. To the extent that draws on the Reserve Fund are from the Reserve Policy as permitted under the Trust Agreement, transfers under the Installment Purchase Agreement to

restore the Reserve Fund shall be made to reimburse the provider of the Reserve Policy to the extent the Reserve Policy is reinstated.

Surplus. Moneys on deposit in the System Revenue Fund not necessary to make any of the payments required above in a Fiscal Year, may be expended by the City at any time for any purpose permitted by law, including but not limited to payments with respect to Subordinate Obligations and deposits to the Rate Stabilization Fund.

Outstanding Parity Obligations

As of October 2, 2007, the City had the following outstanding obligations that are payable from System Net Revenues on a parity with the Installment Payments (referred to as the "**Existing Parity Obligations**" in this Official Statement):

1991 Certificates. As of October 2, 2007, the 1991 Certificates were outstanding in the principal amount of $8,575,000. The 1991 Certificates are being immediately defeased and prepaid on February 1, 2008 with proceeds of the 2007 Certificates.

2003 Installment Payments; 2003 CSCDA Bonds. The City entered into an Installment Purchase Agreement, dated as of October 1, 2003 (the "**2003 Installment Purchase Agreement**"), by and between the City and the California Statewide Communities Development Authority ("**CSCDA**"), pursuant to which the City is obligated to make certain installment payments (the "**2003 Installment Payments**") to CSCDA which 2003 Installment Payments secure a portion of the debt service on the CSCDA $9,855,000 initial principal amount Water and Wastewater Revenue Bonds (Pooled Financing Program) Series 2003B (the "**2003 CSCDA Bonds**"). The City's share of the initial principal amount of the 2003 CSCDA Bonds was $5,000,000.

As of October 2, 2007, the outstanding principal obligation under the 2003 Installment Purchase Agreement was $4,245,000.

2004 Certificates. On May 12, 2004, the City caused execution and delivery of the $27,360,000 initial principal amount Wastewater System Revenue Certificates of Participation, 2004 Series A (the "**2004 Certificates**"). The 2004 Certificates are secured by and payable from installment payments (the "**2004 Installment Payments**") payable by the City under an Installment Purchase Agreement, dated as of May 1, 2004 (the "**2004 Installment Purchase Agreement**") between the City and the Corporation.

As of October 2, 2007, the outstanding principal obligation under the 2004 Installment Purchase Agreement was $24,445,000.

Additional Parity Debt

In addition to the Existing Parity Obligations, the City is permitted under the Installment Purchase Agreement to incur obligations secured by a pledge of System Net Revenues on a parity with the Installment Payments and the Existing Parity Obligations, subject to satisfaction of the following conditions. The Installment Purchase Agreement refers to the Installment Payments and any Parity Obligations as "**Parity Debt**".

(a) The City must be in compliance with its obligations under the Installment Purchase Agreement.

(b) Any debt service reserve fund established for the Parity Debt must satisfy certain criteria, including (among others) the required amount of the debt service reserve fund may not exceed the lesser of the maximum annual debt service of such Parity Debt (calculated on the basis of a year ending on the final day of the Fiscal Year) or the maximum amount permitted under federal tax law. The Installment Purchase Agreement allows the debt service reserve fund for a loan from a governmental agency to be the amount required by such governmental agency.

(c) The System Net Revenues for the last completed Fiscal Year or any 12 consecutive months within the last 18 months preceding the date of entry into or incurrence of the Parity Debt, as shown by a Certificate of the City on file with the Trustee, plus an allowance for increased System Net Revenues arising from any increase in the rates, fees and charges of the System which was duly adopted by the City Council of the City prior to the date of the entry into or incurrence of the Parity Debt but which, during all or any part of such 12 month period, was not in effect, in an amount equal to the amount by which the System Net Revenues would have been increased if the increase in rates, fees and charges had been in effect during the whole of such 12 month period, as shown by a Certificate of the City on file with the Trustee, must have produced a sum equal to at least 110% of the Maximum Annual Debt Service as calculated after the entry into or incurrence of the Parity Debt; *provided*, that in the event that all or a portion of such Parity Debt is to be issued for the purpose of refunding and retiring any Parity Debt then outstanding, interest and principal payments on the Parity Debt to be so refunded and retired from the proceeds of such Parity Debt being issued shall be excluded from the foregoing computation of Maximum Annual Debt Service; *provided further*, that the City may at any time enter into or incur Parity Debt without compliance with the foregoing conditions if the Annual Debt Service for each Fiscal Year during which such Parity Debt is outstanding will not be increased by reason of the entry into or incurrence of such Parity Debt; and *provided further*, an adjustment shall be made in the amount of System Net Revenues as described in "Rate Stabilization Fund" below.

Subordinate Obligations

The Installment Purchase Agreement permits the City to incur obligations payable from System Net Revenues on a subordinate basis to the Installment Payments, the Existing Parity Obligations and any future Parity Debt.

Rate Stabilization Fund

Pursuant to the Installment Purchase Agreement, a Rate Stabilization Fund is to be held and maintained by the City until all Installment Payments have been fully paid or provision has been made therefor in accordance with the Installment Purchase Agreement. The City may, during or within 210 days after a Fiscal Year, transfer surplus System Net Revenues attributable to such Fiscal Year on the basis of Generally Accepted Accounting Principles (the "**GAAP Receipt Fiscal Year**") from the System Revenue Fund to the Rate Stabilization Fund. The City may at any time transfer moneys from the Rate Stabilization Fund to the System Revenue Fund. System Net Revenues deposited into the Rate Stabilization Fund will not be taken into account as System Net Revenues for the GAAP Receipt Fiscal Year for purposes of the calculations required by the covenants in the Installment Purchase Agreement relating to rate coverage and additional Parity Obligations. Amounts withdrawn from the Rate Stabilization

Fund and deposited into the System Revenue Fund, may be taken into account as System Revenues for purposes of the calculations required by such covenants for the Fiscal Year in which such deposit is made; provided that, for purposes of the calculation described in the last paragraph under "Rate Covenant" above, the amount of System Net Revenues before any credits for transfers from the Rate Stabilization Fund to the System Revenue Fund may not be less than 100% of Annual Debt Service for such Fiscal Year.

Although it has not historically done so, the City currently expects to utilize the Rate Stabilization Fund in order to avoid year-to-year fluctuations in System rates and charges. The City does not believe that transfers from the Rate Stabilization Fund will be necessary in order for the City to make the Installment Payments when due.

CERTIFICATE INSURANCE

The following information has been furnished by the Insurer for use in this Official Statement. Such information has not been independently confirmed or verified by the City. No representation is made in this Official Statement by the City as to the accuracy or adequacy of such information subsequent to the date hereof, or that the information contained and incorporated in this Official Statement by reference is correct. Reference is made to Appendix G for a specimen of the Insurer's Policy.

[to come]

THE SYSTEM

General

The City of Lodi is located in the County of San Joaquin (the "**County**") between Stockton and Sacramento, and adjacent to U.S. Highway 99, approximately 90 miles east of San Francisco. The City was incorporated as a General Law City on December 6, 1906.

The City operates under a City Council-Manager form of government and provides the following services: public safety (police, fire and graffiti abatement), public utilities services (electric, water and sewer), transportation services (streets, flood control and transit), leisure, cultural and social services (parks and recreation, library, and community center), and general government services (management, human resources administration, financial administration, building maintenance and equipment maintenance).

As of January 1, 2007, the City had an estimated population of 63,395 within an area of approximately 13.9 square miles.

See "APPENDIX A – THE CITY OF LODI". Since 1923, the City has been providing wastewater collection and treatment services to the community.

Governance and Management

The City is governed by a five-member City Council comprised of members elected at large. Each council member is elected for four years with staggered terms.

The current City Council members and the expiration dates of their terms are set forth below.

Council Member	Title	Expiration of Term
Bob Johnson	Mayor	December 2008
JoAnne Mounce	Mayor Pro Tempore	December 2008
Larry D. Hansen	Council Member	December 2010
Susan Hitchcock	Council Member	December 2010
Phil Katzakian	Council Member	December 2010

Blair King, City Manager, was appointed City Manager by the City Council effective January 24, 2005. Mr. King directs the daily operations of Lodi government, prepares and administers the municipal budget and implements the policies established by the City Council. Before coming to Lodi, Mr. King was Assistant City Manager in the City of Milpitas for four years. He previously served as City Manager in Half Moon Bay, Imperial Beach and Soledad. Mr. King earned his Bachelor's and Master's degrees from Fresno State.

Jim Krueger, Deputy City Manager, was promoted from Finance Director to Deputy City Manager in November 2005. Mr. Krueger manages the City's finances, including those of the System. He came to Lodi in May 2004 with nearly 20 years' experience as a Finance Director/Chief Financial Officer for city, county and special district governments. His jobs have included tenures with the City of Thousand Oaks and agencies in three Oregon communities. He earned his Bachelor's degree in accounting from Cal Poly Pomona and Master's degree in

Business Administration at Southern Oregon University. Krueger passed the Certified Public Accounting examination in California in 1978.

Richard Prima, Public Works Director, has overseen the City's wastewater, water, drainage, street, traffic, parks and public building infrastructure since his appointment in 1998. Mr. Prima, a registered civil engineer, earned his Bachelor of Science degree from the University of California, Berkeley. He has been on the City's Public Works staff since 1975, beginning as an assistant civil engineer. He was City Engineer from 1988 to 1998.

Charles Swimley, Water Services Manager, oversees wastewater collection and treatment and water production and distribution for the City. He received his Bachelor of Science degree in mechanical engineering from California State University, Sacramento, and has been a registered civil engineer since 1994. He was hired as a senior civil engineer by the City in 2001 and was promoted to his current position in 2007. He previously worked as an engineer for two private firms and as an associate civil engineer for the City of Stockton from 1995 to 1998 and from 1999 to 2001.

Employees

As of January 1, 2007, the City had 41 full-time equivalent employee positions budgeted for the System and the City's water system. Employees of the System and the City's water system are represented by the Maintenance and Operators Bargaining Unit, whose Memorandum of Understanding is set to expire on June 30, 2008. The City has never experienced a labor strike.

Retirement Programs

The System is responsible for a portion of the City's personnel costs. Retirement benefits to City employees, in the form of pension benefits provided through the City's participation in the California Public Employees Retirement System ("**PERS**") and limited post-retirement health care benefits, are described in Note 10 to the City's audited financial statements included in APPENDIX B hereto.

Insurance

The City's boiler and machinery operations (including those parts of the System) are insured by Hartford Steam Boiler for up to $21,250,000 per occurrence. The City, including the System, is self-insured for general liability losses for up to $500,000 and has pooled excess coverage through the California Joint Powers Risk Management Authority for up to $40 million per occurrence. The City is self-insured for workers' compensation losses for up to $250,000 and has pooled excess coverage through the Local Agency Workers' Compensation Excess Authority for up to $300,000,000.

System Facilities

The System consists of 186.5 miles of wastewater mains, seven pump stations and one wastewater treatment plant, the White Slough Water Pollution Control Facility (the "**White Slough Facility**").

White Slough Facility. The White Slough Facility operates pursuant to a National Pollutant Discharge Elimination System ("**NPDES**") permit administered by the State of

California Regional Water Quality Control Board, Central Valley Region (the "**RWQCB**"), which was adopted by the RWQCB on September 14, 2007. The current NPDES permit will expire on September 1, 2012. See "Environmental Compliance" below.

The White Slough Facility is located in a primarily agricultural area adjacent to Interstate 5, approximately 6.5 miles southwest of the City. The White Slough Facility was originally constructed in 1966 to replace an older wastewater treatment plant located in the City. The White Slough Facility assists the City in maintaining water quality standards required for the protection of the environmentally sensitive Sacramento-San Joaquin Delta. Through the years, the White Slough Facility has been expanded and improved to meet increasingly stringent environmental protection standards. The most recent project, completed in 1992, expanded the White Slough Facility to a capacity of 8.5 million gallons per day ("**mgd**"). However, the Waste Discharge Requirements ("**WDRs**") issued by the Regional Water Quality Control Board (the "**RWQCB")** presently limit the average dry weather flow from the White Slough Facility to 7.0 mgd to limit potential water quality impacts in Dredger Cut, a waterway connecting to White Slough. The average current daily demand on the White Slough Facility is approximately 6.5 mgd. The Phase 3 improvements to the White Slough Facility being financed with proceeds of the 2007 Certificates are expected to restore the treatment capacity to the full 8.5 mgd. The 8.5 mgd flow capacity is expected to be sufficient to accommodate the City's growth projections past 2020.

The White Slough Facility consists of an activated sludge treatment system and a lagoon and storage pond system, having an approximate 100 million gallons of capacity. Preliminary treatment of the domestic wastewater is accomplished by comminutors, detritors and five rectangular clarifiers. Secondary treatment facilities consist of four activated sludge aeration basins with a fine bubble aeration system, and two circular secondary clarifiers. The aeration system is driven by four centrifugal blowers. The municipal wastewater is treated to tertiary standards then disinfected using ultraviolet light pathogen deactivation (uv disinfection) prior to surface water discharge.

In addition to domestic wastewater treatment, the White Slough Facility also disposes of industrial wastewater produced primarily by Pacific Coast Producers, a local cannery. See "Service Area and Customers" below. In past years, the annual industrial flow to the White Slough Facility has exceeded 400 million gallons per year ("**mgy**"); however, since 2002, industrial flows have decreased to between 100 to 200 mgy due to changes in processing. Most of this flow is received during the period from June through September.

During summer months (*i.e.*, generally during the period from May 1 through September 1), treated domestic wastewater, industrial wastewater, and digested sludge are blended together and used for irrigation of an adjacent 790 acres of City-owned agricultural land. During the remainder of the year, treated domestic wastewater is discharged to Dredger Cut in the Sacramento-San Joaquin Delta, and industrial wastewater is stored in four ponds located directly north of the main treatment plant site. These ponds have a total surface area of about 40 acres. Tertiary treated domestic wastewater is also used by the adjacent Northern California Power Agency power generation facilities for various purposes, including, but not limited to, cooling, and to supply nearby ponds that are used by the Mosquito Abatement District to raise mosquito fish. Sludge is thickened and then digested in three anaerobic digestors and then stored in a concrete lined facility and periodically removed for use on City-owned agricultural land. Methane gas from the anaerobic digestion process is used for building and digester heating. Excess methane is flared off at the plant site.

Collection System. The existing collection system, not including the outfall to the treatment plant, consists of approximately 186.5 miles of 4" to 48" sewers constructed of clay, concrete, and PVC plastic materials. Included in this system are six lift stations which serve outlying portions of the City and one industrial waste pumping station. The collection system currently serves over 23,000 customers (most of which is residential), 1,400 acres of commercial/industrial development, and 250 acres of schools. Over 50% of the sewers are 6" in diameter. The following is a tabulation of the sewers.

Table 1
City of Lodi
Wastewater System
Tabulation of Existing Sewers
As of October 1, 2007

Sewer Size (inches)	Total Feet	Sewer Size (inches)	Total Feet
48	27,529	15	16,130
42	8,678	14	7,340
30	10,3398	12	44,203
24	16,130	10	78,272
21	14,737	8	200,069
18	30,839	6	525,072
16	7,505	4	4,758

Source: City of Lodi

The domestic wastewater collection system conveys all domestic and commercial flows and limited industrial flows. The industrial wastewater system conveys fruit processing water and minor amounts of cooling and process water contributed by certain industries. The wastewater collection system serves all of the developed property within the City limits. The maintenance program for these facilities is accomplished by City crews. This program includes the systematic hydrocleaning, rodding, smoke testing and video inspection of mains throughout the City.

Environmental Compliance

The present discharge requirements for the City's White Slough Facility are established by the RWQCB which administers and enforces all federal and State of California discharge requirements. The RWQCB administers regulations promulgated by the United States Environmental Protection Agency through the NPDES permits. The City's NPDES discharge permit No. CA0079243 is subject to renewal every five years. The City's current NPDES permit was adopted on September 14, 2007 by the RWQCB. The permit includes an interim effluent limit of 7.0 mgd; 7.2 mgd upon acceptance of flows from the San Joaquin County Service Area 31 (Flag City), which is expected prior to April 2008; and a final effluent limit of 8.5 mgd upon completion of the White Slough Facility Phase 3 improvements scheduled to be completed in March 2009. An environmental organization has filed a petition with the State Water Resources Control Board challenging issuance by the RWQCB of the NPDES permit for the White Slough Facility. The City does not expect the petition to adversely impact its ability to operate the System or its ability to make the Installment Payments when due.

The current NPDES permit establishes new discharge limits for Aluminum, Ammonia, Chlorodibromomethane, Dichlorobromomethanem, Manganese, Nitrate and Nitrite while

reducing the discharge limits for Mercury. In September 2007, the RWQCB issued a Time Schedule Order (No. R5-2007-0114) to the City, which recognizes that the City is not able to consistently comply with the waste discharge limitations in the NPDES permit for manganese, nitrate and nitrite, and establishes a time schedule (including a final compliance date of May 18, 2010) for completion of action necessary to bring the waste discharge into compliance. The permit also includes a salinity limit of 780 µS/cm. The City can currently comply with this limit; however some additional studies are required by the permit to evaluate reducing salinity discharges.

The permit also contains more stringent discharge requirements for the treated wastewater used to irrigate the surrounding land application area. Constituents included are Chloride, Iron, Lead, Nitrite, Nitrate, and Mercury.

Finally, additional study requirements relating to organic loading, background groundwater assessments and industrial influent characterization have been required along with schedules for completion.

The Phase 3 improvements are intended to improve de-nitrification and bring the facility's permitted treatment capacity to 8.5 MGD. RWQCB Staff considered the proposed Phase 3 improvements when developing the latest NPDES permit conditions. A Negative Declaration pursuant to CEQA was adopted for the recent Phase 3 improvements on April 10, 2007.

The City's pretreatment program complies with the pretreatment requirements contained in the Federal Water Pollution Control Act. In general, performance of the White Slough Facility has met discharge requirements, although the City has experienced a handful of non-material instances of noncompliance.

See "RISK FACTORS – Potential Liability Related to the Main Trunk Line" below for a discussion of potential liability associated with the current condition of the main trunk line being rehabilitated with proceeds of the 2007 Certificates, and "LITIGATION" below for a discussion of certain pending environmental litigation and liability involving the City.

Service Area and Customers

The City provides wastewater collection and treatment to substantially all of the population of the City, representing an area of approximately 13.9 square miles in the City. The City ordinance does not allow wastewater service outside the City limits, except for wineries and other public wastewater service districts pursuant to contracts with the City.

The System will be providing wastewater treatment service by contract to San Joaquin County Service Area 31 (Flag City) beginning in Spring 2008. Pursuant to the contract, the City will receive a $250,000 one-time administrative fee, an estimated $6.5 million capacity fee and ongoing service charges. The City expects service charges paid by County Service Area 31 to account for approximately $163,000, or 1%, of fiscal year 2007-08 System Revenues,

The System also provides service to the Van Ruiten Family Winery, which accounts for a de minimis amount of System Revenues.

The table below shows the number of connections of the System by user type and service charge revenues by class of user.

Table 2
City of Lodi
Wastewater System
Number of Connections by User Type
as of June 30
and Percentage of Fiscal Year 2006-07 Service Charge Revenue by User Type

	Connections					
User Type	**2003**	**2004**	**2005**	**2006**	**2007**	**% of FY 06-07 Service Charge Revenue**
Residential	21,094	21,857	22,194	22,511	22,571	72.5%
Commercial/Industrial	1,595	1,595	1,584	1,603	1,562	27.5
Total All Users	22,689	23,452	23,778	24,114	24,133	100.0%

Source: City of Lodi.

The table below shows the 10 largest users of the System based on service charge revenues for the Fiscal Year 2006-07 (unaudited).

Table 3
City of Lodi
Wastewater System
Largest Users by Service Charge Revenues
Fiscal Year 2006-07 (unaudited)[1]

User	Type of Business	Service Charge Revenue	Percentage of Total Annual Service Charge Revenue
Cottage Bakery	Specialty bakery, frozen dough	$265,284	3.1%
Lodi Unified School District	K-12, adult education	246,926	2.9
Pacific Coast Producers	Private label fruit canning	227,264	2.7
General Mills	Cereals, bread mixes, snack foods	186,793	2.2
City of Lodi	Government	42,459	0.5
Miller Packing Co.	Hot dog producer	34,281	0.4
Lodi Memorial Hospital	Health care	25,195	0.3
Tokay Villa Apartments	Residential	23,119	0.3
Sand Creek Apartments	Residential	21,284	0.2
Kaitz Property Services	Residential	21,195	0.2
Total Top 10		$1,093,800	12.8%
Total System		$8,523,531	

[1] Source: Lodi Public Works Department.

Set forth below are descriptions of the major users identified in the previous table except the City (see "APPENDIX A – The City of Lodi"):

Cottage Bakery – A division of RalCorp (formerly Ralston Purina Company), Cottage Bakery provides frozen bread and bagel dough to the retail and food service industries, as well as baked cakes, pastries and pies. Cottage Bakery is one of Lodi's largest employers, with over 700 full-time staff.

Lodi Unified School District – The school district has 16 school sites (kindergarten through 12th grade) in Lodi, in addition to the district administrative center, a 40,000 square foot warehouse and a maintenance yard. From a square mile perspective, Lodi Unified School District is the second largest in California (the school district has numerous school sites outside of Lodi's city limits as well).

Pacific Coast Producers – Pacific Coast Producers is a fruit canning/labeling cooperative that supplies the retail and food service industries. The company's corporate offices are located in Lodi. The company has in excess of 1 million square feet of space under roof for its fruit preparation, refrigeration, canning, labeling, and storage in Lodi.

General Mills – the Lodi plant produces and packages numerous cereal products, including Golden Grahams, Cheerios and Frosted Cheerios, as well as breakfast and lunch snack bars. These products are stored and then shipped to 12 western states. The General Mills plant has been a part of the Lodi community for over 50 years, and employs 500+ full-time employees.

Miller Packing Company - In 1910, Miller Packing Company began manufacturing smoked meat products in Oakland, California. The company remained in the same facility until 2002 when a new state-of-the-art plant was constructed in the City. Today, Miller Packing continues to produce high quality products and has expanded its market area to include the Western continental United States, Hawaii, Guam and the Far East. Miller products are sold by food service distributors to fine hotels, restaurants, and sporting facilities. Miller is the official hot dog provider of the Oakland A's at the Oakland Coliseum.

Lodi Memorial Hospital - Since opening its doors in 1952, Lodi Memorial Hospital has evolved to meet growing community needs. In addition to nine clinics and various community services provided across a broad geographic area, Lodi Memorial Hospital includes a Main Campus and West Campus. Current licensed beds at the Main Campus total 99 and West Campus total 71. Services provided include general acute inpatient, acute rehabilitation, subacute care, emergency care, urgent care, inpatient and out patient surgery, a medical ambulatory care unit, cardiac rehabilitation and many other services. The hospital will break ground for over $150 million in major upgrades and construction of a new, four-story patient wing in 2008.

Tokay Villa Apartments - This apartment complex, built in the late 1970s, is comprised of 90 residential units.

Sand Creek Apartments - This apartment complex, built in the early 1980s, is comprised of 130 residential units.

Kaitz Property Services - Kaitz Property Services owns Orange Grove Apartments (92 units), Vintage Apartments (102 units) and Turner Road Apartments (12 units) for a total of 206 units.

Wastewater Rates and Charges

The City has the power to establish rates and charges as needed to operate the System. The rates and charges are established by the City Council and are not subject to review or approval by any other agency. The City principally relies on service charges and capacity/connection fees.

Service Charges. The City Council established charges for domestic system residential, commercial and industrial wastewater service by Resolution No. 2004-77 adopted by the City on April 27, 2004. Resolution No. 2004-77 did the following:

- Imposed a 25% system average rate increase over prior rates, effective May 1, 2004.
- Imposed a second system average rate increase of 25%, effective July 1, 2005.
- Allowed the City Council to adjust the service charges periodically by resolution, following a public hearing, in an amount not to exceed the percentage change in the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area since the previous adjustment.

Most recently, pursuant to Resolution No. 2007-113 adopted on June 6, 2007, the City Council implemented the CPI increase (3.44%) effective July 1, 2007. See "CONSTITUTIONAL LIMITATIONS ON TAXES AND APPROPRIATIONS – California Constitution Articles XIIIC and XIIID" for a discussion of the City's compliance with requirements established by Proposition 218.

Set forth below is a table showing the rates effective May 1, 2004, July 1, 2005, July 1, 2006 and July 1, 2007.

Table 4
City of Lodi
Wastewater System
Schedule of Wastewater Service Charges

	Service Charge (effective May 1, 2004)	Service Charge (effective July 1, 2005)	Service Charge (effective July 1, 2006)	Service Charge (effective July 1, 2007)
For Residential Users (per month):				
1 Bedroom	$12.16	$15.20	$15.49	$16.03
2 Bedrooms	16.21	20.26	20.65	21.37
3 Bedrooms	20.27	25.34	25.81	26.71
4 Bedrooms	24.33	30.41	30.98	32.06
5 Bedrooms	28.38	35.48	36.14	37.40
6 Bedrooms	32.43	40.54	41.30	42.74
7 Bedrooms	36.48	45.60	46.46	48.08
For Commercial/Industrial Users:				
Moderate Strength (annual per Sewage Service Unit (SSU))	$194.60	$ 243.25	$247.80	$256.33
High Strength:				
Flow (annual per MG)	936.36	1,170.45	2,092.01	2,164.00
BOD (annual per 1,000 lbs.)	458.23	572.79	345.24	357.12
SS (annual per 1,000 lbs.)	374.58	468.23	215.86	223.29
Grease Interceptor/Septic Holding Tank Waste within City Limits (per 1,000 gal.)	143.44	179.30	182.80	189.09
Septic Holding Tank Waste outside City Limits (per 1,000 gal.)	304.51	380.64	388.06	401.41
Disposal to Storm Drain System (per MG)	150.66	180.33	192.00	198.61
Disposal to Industrial System				
Flow (per MG, annual basis)				1,309.48
BOD (per 1,000 lbs., annual basis)				22.82
Winery Waste (per 1,000 gallons)			185.10	191.47

There are separate charges applicable to the industrial system, which primarily apply to Pacific Coast Producers, the largest individually-monitored system user. No new users have been connected to the industrial system, except the Van Ruiten Family Winery, in several years and no new users are anticipated.

Capacity/Connection Fees. Capacity/connection fees are one-time only connection charges based on estimated annual usage (the City reviews large industrial users after connection to determine actual usage and, in some cases, adjusts the connection fee to reflect actual usage). Capacity/connection fees are collected at the time a building permit is granted.

The capacity/connection fees were established for residential, commercial and industrial wastewater service by Resolution No. 2006-06, adopted by the City on January 4, 2006 and effective March 6, 2006. The capacity/connection fees are adjusted annually on July 1 based on the past annual change in the Engineering News Record 20 Cities Construction Cost Index.

The current capacity/connection fees are identified in the following table:

Table 5
Capacity/Connection Fees
(as of July 1, 2007)

Description	Fees[1]
Moderate Strength Users	
Per Sewage Service Unit (SSU)	$5,356.00
High Strength Users	
Flow (per million gallons (MG), annual basis)	$40,825.00
BOD (per 1,000 lbs., annual basis)	10,573.00
SS (per 1,000 lbs., annual basis)	5,655.00

(1) Includes 1% public art fee. Subject to annual adjustment on July 1 based on the past annual change in the Engineering News Record 20 Cities Construction Cost Index.
Source: City of Lodi.

New residential development in the City is subject to a growth control ordinance that limits new residential development based on an increase in population of 2% per year.

Collections. The City bills for water, wastewater, solid waste and electricity on the same bill. If a bill is unpaid, the City will terminate electric service to a customer within 90 days of nonpayment after 48 hours notice. The annual delinquency rate has been less than 1% for the preceding 10 fiscal years.

Comparison of Monthly Wastewater Service Charges of Selected Agencies. A comparison of wastewater service charges of selected agencies located in San Joaquin County for an average single-family home is set forth below.

Table 6
Comparison of Monthly Wastewater Service Charges
(as of October 1, 2007)[1]

Agency	Service Charge[2]
City of Galt	$49.89
City of Manteca	33.06
City of Tracy	31.00
City of Lodi	**26.71**
City of Stockton	21.10
Average	*$32.35*

(1) Rates shown are as of October 1, 2007.
(2) For all agencies other than the City, based upon flat monthly rate charged to all single family residential customers. Rate for City reflects rate for three-bedroom single family residence.
Source: City of Lodi.

Planned Capital Improvements

In May 2000, the RWQCB adopted a plan for the implementation of new discharge requirements to be imposed under NPDES permits. In January 2001, the City adopted a three-phase Wastewater System Master Plan, which included the evaluation of the improvements required to meet the new permit requirements, as well as other future improvements.

- Phase 1 ($1.4 million) involved the installation of aeration blower equipment, electrical improvements and seismic and fire improvements. The Phase 1 improvements were completed in mid-2004 and financed with proceeds of the 2003 CSCDA Bonds.

- Phase 2 ($8.2 million) involved addition of tertiary filters/UV disinfection and acquisition of land to increase the size of the White Slough Facility, and satisfied the requirements of the City's then-current NPDES permit. The Phase 2 improvements were completed in 2004 and primarily financed with proceeds of the 2004 Certificates.

- Phase 3 ($20.6 million) is currently underway, and is being financed with proceeds of the 2007 Certificates and remaining proceeds of the 2004 Certificates (see "THE FINANCING PLAN – Financing of the 2007 Project").

In addition to the third and final phase of the 2001 Master Plan, the City intends to finance with proceeds of the 2007 Certificates the rehabilitation of the main trunk line connecting the City and the White Slough Facility. Beyond that, the City expects to make $11 million of capital improvements to the System in fiscal years 2007-08 through 2012-13. The City plans to finance these capital improvements through a combination of operating revenues, capacity fees and System reserves.

See also "LITIGATION" below for additional information regarding certain environmental cleanup costs the City may incur.

Financial Statements

Excerpts of the audited General Purpose Financial Statements of the City as of June 30, 2006 are included in Appendix B to this Official Statement. A complete copy of the City's Comprehensive Annual Financial Report may be obtained from the City. The Installment Payments are special obligations of the City payable solely from the System Net Revenues. The General Purpose Financial Statements, including the excerpts contained in Appendix B, have been audited by Macias, Gini & Company LLP, Sacramento, California, independent accountants (the "**Independent Accountants**") as stated in their report appearing in Appendix B.

No review or investigation with respect to subsequent events has been undertaken in connection with such General Purpose Financial Statements by the Independent Accountants and the Independent Accountants have not been asked to consent to the City including the General Purpose Financial Statements in this Official Statement.

Historical Operating Results

The following table sets forth historical revenues, expenses and debt service coverage of the System, based on the City's audited financial statements for fiscal years 2002-03 through 2005-06 (except as set forth in footnote 5 below) and unaudited results for fiscal year 2006-07. The coverage ratios have been computed in accordance with the requirements of the Installment Purchase Agreement, including the definitions of System Net Revenues and Operation and Maintenance Costs.

Table 7
City of Lodi
Wastewater System
Historical Operating Results and Debt Service Coverage
Fiscal Years 2002-03 through 2006-07

	2002-03 (audited)	2003-04 (audited)	2004-05 (audited)	2005-06 (audited)	2006-07 (estimated)
Operating Revenues (1)					
Charges for Services	$5,366,092	$5,510,561	$6,645,391	$8,206,016	$8,523,531
Capacity/Connection Fees	1,394,287	1,049,452	1,440,337	720,588	1,454,915
Non-Operating Revenues					
Interest Income	64,042	75,151	563,759	569,234	896,668
Rent (2)	237,749	37,301	182,345	103,345	176,435
Other (3)	365,654	563,811	400,377	265,788	555,148
Total System Revenues	$7,427,824	$7,236,276	$9,232,209	$9,864,971	$11,606,696
Operating Expenses (1), (4), (5)					
Personnel services	2,091,217	1,904,055	2,336,247	2,163,754	2,233,733
Supplies, materials and services	1,825,041	1,956,715	1,809,913	1,912,989	2,019,582
Utilities	463,856	524,899	635,100	723,387	683,670
Other	-	-	-	-	345,969
Total Operating Expenses	$4,380,114	$4,385,669	$4,781,260	$4,800,130	$5,282,954
System Net Revenues	$3,047,710	$2,850,607	$4,450,949	$5,064,841	$6,323,742
Parity Debt Service					
1991 Installment Payments	803,960	808,488	807,055	804,798	806,530
2003 Installment Payments	-	88,888	383,148	379,448	380,698
2004 Installment Payments	-	-	1,248,212	2,157,300	2,156,913
Total Parity Debt Service	$803,960	$897,375	$2,438,414	$3,341,545	$3,344,140
Debt Service Coverage (5)	3.79	3.18	1.83	1.52	1,89
Non-Operating Expenses					
Transfers (In)/Out	580,535	670,450	2,913,009	1,143,269	1,050,077
Total Non-Operating Expenses	580,535	670,450	2,913,009	1,143,269	1,050,077
Net Cashflow Before Capital Expenditures	1,663,215	1,282,782	(900,474)	580,027	1,929,525

(1) Source: City of Lodi Consolidated Annual Financial Reports for fiscal years 2002-03 through 2005-06; City unaudited estimated actual for fiscal year 2006-07.
(2) Includes annual lease revenue for White Slough Facility agricultural land.
(3) Includes Operating Grants, Sewer Tap Fees and Septic Dumping Charges.
(4) Excludes depreciation. Operating costs increased in fiscal year 2005-06 and thereafter due to implementation of tertiary treatment.
(5) Transfers to the City's water enterprise to cover PCE/TCE-related litigation expenses of $2,247,318 in fiscal year 2004-05 and $85,736 in fiscal year 2005-06 were included as operating expenses in the City's audited financial statements for those years, but are shown here as Transfers Out, which is consistent with the definition of Operation and Maintenance Costs in the Indenture. The aggregate Transfer Out to the water enterprise was repaid to the System in fiscal year 2006-07. See "LITIGATION" below..

Management's Discussion of Operating Results. Financially, the City operates the wastewater utility as a separate enterprise activity within the City government. This structure is essentially the same as for its water and electric utility enterprises. Functionally, the wastewater utility is operated jointly with the water utility by the Water/Wastewater Division within the Department of Public Works. This arrangement is designed by the City to provide for improved efficiency in cross training and utilization of staff and in the purchase and use of equipment and facilities.

Rate increases implemented in May 2004 and July 2005, were implemented to pay for the second and third phases of improvements at the White Slough Facility. The increases in 2004 and 2005 and the additional increases which match the Consumer Price Index in 2006 and 2007 were adopted in compliance with the requirements of Proposition 218 (see "CONSTITUTIONAL LIMITATIONS ON TAXES AND APPROPRIATIONS – California Constitution Articles XIIIC and XIIID"). These increases have generated approximately $2.7 million additional revenues per year as of fiscal year 2006-07. This additional revenue is being used to pay for a significant share of the 2003 Installment Payments and the 2004 Installment Payments and is expected to pay for a significant share of the Installment Payments. The Wastewater Fund Balance (including the Rate Stabilization Fund) has increased to a balance of approximately $5 million as of June 30, 2007 and exceeds the reserve policy goal of 15% of operating expenses.

Projected Operating Results and Debt Service Coverage

The City's estimated projected operating results for the System for the Fiscal Years ending June 30, 2008 through 2012 are set forth below, reflecting certain significant assumptions concerning future events and circumstances. The financial forecast represents the City's estimate of projected financial results based upon its judgment of the probable occurrence of future events. The assumptions set forth in part in the footnotes to the chart set forth below are material in the development of the City's financial projections, and variations in the assumptions may produce substantially different financial results. Actual operating results achieved during the projection period may vary from those presented in the forecast and such variations may be material.

The following table also sets forth debt service coverage ratios with respect to existing and anticipated Parity Debt. Such coverage ratios have been computed in accordance with the requirements of the Installment Purchase Agreement. Such coverage calculation differs in certain respects from the requirements of the instruments authorizing the outstanding 2003 CSCDA Bonds.

Table 8
City of Lodi
Wastewater System
Projected Operating Results and Debt Service Coverage
Fiscal Years 2007-08 through 2011-12

	Budget FY 2007-08	Projected FY 2008-09	Projected FY 2009-10	Projected FY 2010-11	Projected FY 2011-12	Projected FY 2012-13
Operating Revenues (1)						
Charges for Services (2)	$9,001,880	$9,363,792	$9,740,253	$10,131,851	$10,539,192	$10,962,909
Capacity/Connection Fees (3)	997,825	1,044,968	1,094,339	1,146,042	1,200,188	1,256,892
Capacity Fee for Flag City service area	6,500,000					
Non-Operating Revenues						
Interest Income (4)	400,843	510,710	519,841	465,605	367,483	285,574
Rent (5)	250,000	258,500	267,289	276,377	285,774	295,490
Other (6)	195,000	201,204	207,617	214,245	221,096	228,178
Transfer from/(to) Rate Stabilization Fund	(400,000)	175,000	-	-	-	-
Total System Revenues	$16,945,548	$11,554,174	$11,829,340	$12,234,120	$12,613,733	$13,029,043
Operating Expenses (1), (7)						
Personnel services	3,055,902	3,147,579	3,242,006	3,339,267	3,439,445	3,542,628
Supplies, materials and services	868,663	902,683	938,039	974,786	1,012,977	1,052,669
Utilities	797,465	837,338	879,205	923,165	969,324	1,017,790
Other	753,574	821,636	750,353	774,645	759,632	780,233
Total Operating Expenses	$5,475,604	$5,709,237	$5,809,603	$6,011,863	$6,181,377	$6,393,320
System Net Revenues	$11,469,944	$5,844,938	$6,019,736	$6,222,257	$6,432,356	$6,635,723
Parity Debt Service (8)						
1991 Installment Payments	519,800	0	0	0	0	0
2003 Installment Payments	381,848	382,648	382,733	381,393	379,170	381,123
2004 Installment Payments	2,151,450	2,145,713	2,148,800	2,147,600	2,139,350	2,138,475
2007 Certificates*	330,975	1,665,525	1,661,025	1,666,300	1,676,013	1,675,275
Total Parity Debt Service*	$3,384,072	$4,193,885	$4,192,558	$4,195,293	$4,194,533	$4,194,873
Debt Service Coverage*	3.39	1.39	1.44	1.48	1.53	1.58
Non-Operating Expenses						
Transfers (In)/Out (9)	1,456,510	1,506,031	1,557,236	1,610,182	1,664,929	1,721,536
Total Non-Operating Expenses	1,456,510	1,506,031	1,557,236	1,610,182	1,664,929	1,721,536
Net Cashflow Before Capital Expenditures	$6,629,361	$145,021	$269,943	$416,782	$572,894	$719,314
Less Net Capital Expenditures (10)	0	0	(1,575,723)	(2,724,390)	(2,507,268)	(2,261,650)
Net Deposit/Withdrawal from Reserves	6,629,361	145,021	(1,305,781)	(2,307,608)	(1,934,374)	(1,542,336)
Wastewater Enterprise Fund (11)						
Beginning Fund Balance	4,902,595	11,531,956	11,676,978	10,371,197	8,063,588	6,129,214
Ending Fund Balance	11,531,956	11,676,978	10,371,197	8,063,588	6,129,214	4,586,879
Rate Stabilization Fund Beginning Balance	0	410,000	249,513	260,741	272,474	284,735
Rate Stabilization Fund Ending Balance	410,000	249,513	260,741	272,474	284,735	297,548
Total Reserves at Year End	11,941,956	11,926,490	10,631,938	8,336,062	6,413,950	4,884,427

(1) Source: City Budget estimates for fiscal year 2007-08. HF&H Consultants provided revenue and expense projections for revised fiscal year 2008-09 through fiscal year 2011-12, with City input.
(2) Reflects addition of approximately $163,280 from Flag City wholesale treatment in fiscal year 2007-08. Charges for services projected for fiscal year 2008-09 and thereafter to increase at annual CPI (estimated at 3.4%) plus annual growth in connections of 0.6%.
(3) Estimate for fiscal year 2007-08 based on analysis of development activity in pipeline; reduced below prior five year average of $1.13 million annually. Fiscal year 2007-08 also includes $6.5 million one-time payment for Flag City annexation into service area. Inflated at construction cost index (estimated at 4.1%) and 0.6% annual growth in connections.
(4) Annual interest earnings projected at 5% in fiscal year 2007-08 and 4.5% thru fiscal year 2011-12 and 4% thereafter times the average annual fund balance.
(5) Includes annual lease revenue for White Slough treatment plant agricultural land; projected to increase annually at CPI rate (estimated at 3.4%)
(6) Includes Operating Grants, Sewer Tap Fees and Septic Dumping Charges. Sewer Tap Fees projected at 0.6% annual growth rate; Septic Dumping Charges projected at 3.4% annual inflation estimate.
(7) Excludes depreciation. Projected to increase annually at varying rates: personnel costs at 3%, utility costs at 5%, supplies and other at 3.4%, with variations for regulatory studies, etc. Operating costs projected to increase in fiscal year 2007-08 and thereafter due to new NPDES permit requirements.
(8) Assumes refunding of the 1991 Certificates and issuance of 2007 Certificates in November 2007
(9) In fiscal year 2007-08, the City will eliminate the payment in Lieu of Taxes (PILOT) transfer and charge only an overhead service charge from the wastewater enterprise to the City General Fund on a basis subordinate to debt.
(10) Represents planned capital expenditures net of projects to be funded from approximately $8.4 million of 2004 Certificate proceeds and $21 million from proposed 2007 Certificate proceeds.
(11) Represents a combined wastewater enterprise reserve available for operations and capital projects.
*Preliminary; subject to change.

Transfers to the General Fund of the City

Pursuant to budget policy adopted by the City Council, transfers by the System to the City's General Fund have included a payment in-lieu of taxes for fiscal years up through 2006-07. This transfer had been 12% of revenues through fiscal year 2003-04 and was reduced to a fixed dollar amount in fiscal year 2004-05 (approximately 9% of system revenues). A cost of services study was completed in September 2007 to review the allocation of administrative overhead to the System. As a result, the City has changed its method of calculating general administrative overhead allocable to the System. Beginning in fiscal year 2007-08, the payment in-lieu of taxes will be eliminated and the administrative transfers to the General Fund will be paid on a subordinate basis to the Installment Payments.

CONTINUING DISCLOSURE

The City will covenant pursuant to a Continuing Disclosure Certificate to provide certain financial information and operating data relating to the City and the System by not later than six months following the end of the City's Fiscal Year, which Fiscal Year presently ends June 30 (the "**Annual Report**"), commencing with the Annual Report for fiscal year 2006-07, and to provide notices of the occurrence of certain enumerated events, if material, under federal securities law.

The specific nature of the information to be contained in the Annual Report and the notices of material events are set forth in "APPENDIX E – PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE". These covenants have been made to assist the Underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "**Rule**").

As of the date hereof, the City has never failed to comply in any material respect with any previous undertakings with regard to the provision of annual reports or material events notices as required by the Rule.

THE CORPORATION

The Corporation was incorporated under the Nonprofit Public Benefit Corporation Law of the State of California. The Corporation was organized as a nonprofit corporation for the purpose, among others, of assisting the City in the acquisition, construction and financing of public improvements which are of public benefit to the City. Members of the Lodi City Council serve on the Board of Directors of the Corporation.

CONSTITUTIONAL LIMITATIONS ON TAXES AND APPROPRIATIONS

California Constitution Articles XIIIA and XIIIB

Article XIIIA of the California Constitution limits the taxing powers of California public agencies. Article XIIIA provides that the maximum ad valorem tax on real property cannot exceed 1% of the "full cash value" of the property, and effectively prohibits the levying of any other ad valorem property tax except for taxes above that level required to pay debt service on voter-approved general obligation bonds. "Full cash value" is defined as "the County Assessor's

valuation of real property as shown on the 1975-76 tax bill under 'full cash value' or, thereafter, the appraisal value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." The "full cash value" is subject to annual adjustment to reflect inflation at a rate not to exceed 2% or a reduction in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

The foregoing limitation does not apply to ad valorem taxes or special assessments to pay the interest and redemption charges on any indebtedness approved by the voters before July 1, 1978 or any bonded indebtedness for the acquisition or improvement of real property approved by the voters as required by law.

Under Article XIIIB of the California Constitution, state and local government entities have an annual "appropriations limit" which limits their ability to spend certain moneys called "appropriations subject to limitation," which consist of tax revenues, certain state subventions and certain other moneys, including user charges to the extent they exceed the costs reasonably borne by the entity in providing the service for which it is levying the charge. The City is of the opinion that the wastewater service and user charges imposed by the City do not exceed the costs the City reasonably bears in providing the wastewater service. In general terms, the "appropriations limit" is to be based on certain 1978-79 expenditures, and is to be adjusted annually to reflect changes in the consumer price index, population, and services provided by these entities. Among other provisions of Article XIIIB, if an entity's revenues in any year exceed the amount permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

California Constitution Articles XIIIC and XIIID

General. On November 5, 1996, California voters approved Proposition 218, the so-called "Right to Vote on Taxes Act." Proposition 218 added Articles XIIIC and XIIID to the State Constitution, which affect the ability of local governments to levy and collect both existing and future taxes, assessments, and property-related fees and charges. Proposition 218, which generally became effective on November 6, 1996, changed, among other things, the procedure for the imposition of any new or increased property-related "fee" or "charge," which is defined as "any levy other than an ad valorem tax, a special tax or an assessment, imposed by a [local government] upon a parcel or upon a person as an incident of property ownership, including user fees or charges for a property related service" (and referred to in this section as a "property-related fee or charge").

Specifically, under Article XIIID, before a municipality may impose or increase any property-related fee or charge, the entity must give written notice to the record owner of each parcel of land affected by that fee or charge. The municipality must then hold a hearing upon the proposed imposition or increase at least 45 days after the written notice is mailed, and, if a majority of the property owners of the identified parcels present written protests against the proposal, the municipality may not impose or increase the property-related fee or charge.

Further, under Article XIIID, revenues derived from a property-related fee or charge may not exceed the funds required to provide the "property-related service" and the entity may not use such fee or charge for any purpose other than that for which it imposed the fee or charge. The amount of a property-related fee or charge may not exceed the proportional cost of the service attributable to the parcel, and no property-related fee or charge may be imposed for a

service unless that service is actually used by, or is immediately available to, the owner of the property in question.

In addition, Article XIIIC states that "the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge. The power of initiative to affect local taxes, assessments, fees and charges shall be applicable to all local governments and neither the Legislature nor any local government charter shall impose a signature requirement higher than that applicable to statewide statutory initiatives."

Judicial Interpretation of Proposition 218. After Proposition 218 was enacted in 1996, appellate court cases (such as *Apartment Association v. City of Los Angeles* (2001) 24 Cal. 4th 830) and an Attorney General opinion initially indicated that fees and charges levied for water and wastewater services would not be considered property-related fees and charges, and thus not subject to the requirements of Article XIIID regarding notice, hearing and protests in connection with any increase in the fees and charges being imposed. However, three recent cases have held that certain types of water and wastewater charges could be subject to the requirements of Proposition 218 under certain circumstances.

In *Richmond v. Shasta Community Services District* (9 Cal. Rptr. 3rd 121), the California Supreme Court addressed the applicability of the notice, hearing and protest provisions of Article XIIID to certain charges related to water service. In *Richmond*, the Court held that connection charges are not subject to Proposition 218. The Court also indicated in dictum that a fee for ongoing water service through an existing connection could, under certain circumstances, constitute a property-related fee and charge, with the result that a local government imposing such a fee and charge must comply with the notice, hearing and protest requirements of Article XIIID.

In *Howard Jarvis Taxpayers Association v. City of Fresno* (March 23, 2005), the California Court of Appeal, Fifth District, concluded that water, sewer and trash fees are property-related fees subject to Proposition 218 and a municipality must comply with Article XIIID before imposing or increasing such fees. The California Supreme Court denied the City of Fresno's petition for review of the Court of Appeal's decision on June 15, 2005.

In July 2006 the California Supreme Court, in *Bighorn-Desert View Water Agency v. Verjil* (S127535, July 24, 2006), addressed the validity of a local voter initiative measure that would have (a) reduced a water agency's rates for water consumption (and other water charges), and (b) required the water agency to obtain voter approval before increasing any existing water rate, fee, or charge, or imposing any new water rate, fee, or charge. The court adopted the position indicated by its statement in *Richmond* that a public water agency's charges for ongoing water delivery are "fees and charges" within the meaning of Article XIIID, and went on to hold that charges for ongoing water delivery are also "fees" within the meaning of Article XIIIC's mandate that the initiative power of the electorate cannot be prohibited or limited in matters of reducing or repealing any local tax, assessment, fee or charge. Therefore, the court held, Article XIIIC authorizes local voters to adopt an initiative measure that would reduce or repeal a public agency's water rates and other water delivery charges. (However, the court ultimately ruled in favor of the water agency and held that the entire initiative measure was invalid on the grounds that the second part of the initiative measure, which would have subjected future water rate increases to prior voter approval, was not supported by Article XIIIC and was therefore invalid.)

The court in *Bighorn* specifically noted that it was not holding that the initiative power is free of all limitations; the court stated that it was *not* determining whether the electorate's initiative power is subject to the statutory provision requiring that water service charges be set at a level that will pay for operating expenses, provide for repairs and depreciation of works, provide a reasonable surplus for improvements, extensions, and enlargements, pay the interest on any bonded debt, and provide a sinking or other fund for the payment of the principal of such debt as it may become due.

Proposition 218 and the City's Wastewater System Rates. The City followed the procedural requirements, including the public hearing and majority protest provisions, of Proposition 218 in connection with its most recent System rate increases (which included approval for annual CPI increases). See "THE SYSTEM - Wastewater Rates and Charges". The City believes that its current wastewater charges which are collected to pay the costs of System operation and maintenance and debt service comply in all respects with the requirements of Article XIIID and the City expects that any future wastewater charges will comply with Article XIIID's procedural and substantive requirements to the extent applicable thereto.

The City will continue to comply with the provisions of Proposition 218 in connection with future rate increases.

Conclusion. It is not possible to predict how courts will further interpret Article XIIIC and Article XIIID in future judicial decisions, and what, if any, further implementing legislation will be enacted.

Under the *Bighorn* case, local voters could adopt an initiative measure that reduces or repeals the City's rates and charges, although it is not clear whether (and California courts have not decided whether) any such reduction or repeal by initiative would be enforceable in a situation in which such rates and charges are pledged to the repayment of bonds or other indebtedness. In this regard, it should be noted that, after the City Council adopted increased water rates on September 21, 2005 to pay for the cleanup of perchloroethylene (PCE) and trichloroethylene (TCE) in the City's groundwater (see "LITIGATION" below), an initiative (Measure H) was placed on the November 7, 2006 ballot to repeal the increased rates. The resolution failed, with 63.9% of the voters rejecting the proposed rate reduction and 36.1% of voters supporting it.

There can be no assurance that the courts will not further interpret, or the voters will not amend, Article XIIIC and Article XIIID to limit the ability of local agencies to impose, levy, charge and collect increased fees and charges for utility service, or to call into question previously adopted utility rate increases.

Future Initiatives

Articles XIIIA, XIIIB, XIIIC and XIIID were adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiatives could be proposed and adopted affecting the City's revenues or ability to increase revenues.

RISK FACTORS

The following factors, along with the other information in this Official Statement, should be considered by potential investors in evaluating the purchase of the 2007 Certificates. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the 2007 Certificates. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

Limited Obligations

The 2007 Certificates are payable only from Installment Payments received from the City, and the Installment Payments are secured by and payable solely from System Net Revenues; the Installment Payments are not secured by a legal or equitable pledge or charge or lien upon any property of the City or the Corporation or any of their income or receipts, except the System Net Revenues.

The obligation of the City to make the Installment Payments does not constitute an obligation of the City to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

Parity Obligations

In addition to the Installment Payments, the City is obligated to make the 2003 Installment Payments and the 2004 Installment Payments from System Net Revenues. In addition, the City is permitted under the Installment Purchase Agreement, subject to satisfaction of certain conditions, to incur additional Parity Debt. In the event System Net Revenues were insufficient to pay all of the City's obligations with respect to the Parity Debt, when due, the City would be obligated to make payments on the Parity Debt on a *pari passu* basis.

Increased Direct Costs

There can be no assurance that the Operation and Maintenance Costs of the City with respect to the System will be consistent with the levels contemplated in this Official Statement. Changes in technology, litigation (see "LITIGATION"), costs related to environmental matters (see "THE SYSTEM – Environmental Compliance"), increases in the cost of operation or other expenses could require increases in rates or charges in order to comply with the City's rate covenant, and could increase the possibility of nonpayment of the Installment Payments. See "THE SYSTEM".

Natural Calamities

From time to time, the service area of the System is subject to natural calamities, including earthquake and flood. A seismic event or a flood could cause property damage, which could adversely impact the availability of System Net Revenues, whether as the result of reduced System Revenues or increased Operation and Maintenance Costs, or both.

The City of Lodi General Plan dated June 12, 1991, includes the following information about flood and earthquake risk in the City.

Earthquakes. The greatest geologic hazard in Lodi is the structural danger posed by groundshaking from earthquakes originating outside of the area. The level of impact resulting from any seismic activity will depend on factors such as: distance from epicenter, earthquake magnitude, and characteristics of soils and subsurface geology. Damaging effects could possibly be worsened by liquefaction of underlying materials, causing larger buildings to settle or topple. Direct damage from surface rupture is considered unlikely because no faults are known to underlie the area.

The maximum expected earthquake intensity to be reasonably expected in the Lodi area would correspond to a Modified Mercalli Intensity VIII, or possibly higher. During an intensity VIII event, some damage would occur to well-made structures and chimneys; some towers would fall; and poorly constructed or weak structures would be heavily damaged. An earthquake with an intensity of VIII would be most probably in areas where the water table is most shallow in proximity to the Mokelumne River. Where the water table is deeper than 30 feet, which it is throughout most of the City, a maximum intensity of only VII would be more reasonably expected. In such an earthquake, damage in well-built structures would be slight.

Flood. Based on revised flood risk evaluations prepared by the Federal Emergency Management Agency (FEMA) for the City of Lodi and San Joaquin County in 1987, flood hazards are a constraint to development only in the area immediately adjacent to the Mokelumne River in the 100-year floodplain. The levee system along the Mokelumne River is of sufficient height to protect nearly all of the City from 100-year floodflow, but the majority of the area would be inundated during the 500-year flood event. Flood depths during the 500-year event have not been estimated. Significant portions of the area are high enough to be free of the 500-year hazard. **[discuss updates]**

Limited Recourse on Default

Failure by the City to make the Installment Payments, when due, constitutes an event of default under the Installment Purchase Agreement and the Corporation is permitted to pursue remedies at law or in equity to enforce the City's obligation to make the Installment Payments. Although the Corporation has the right to accelerate the total unpaid principal component of the Installment Payments, there is no assurance that the City will have sufficient System Net Revenues to pay the principal component of the Installment Payments upon acceleration. See also "CONSTITUTIONAL LIMITATIONS ON TAXES AND APPROPRIATIONS – California Constitution Articles XIIIC and XIIID" above.

Effect of Bankruptcy

In addition to the limitations on remedies contained in the Installment Purchase Agreement and the Trust Agreement, the rights and remedies provided in the Installment Purchase Agreement and the Trust Agreement may be limited by and are subject to provisions of federal bankruptcy laws, as now or hereafter enacted, and to other laws or equitable principles that may affect creditors' rights. In the event of the bankruptcy of the City, the obligations of the City under the Installment Purchase Agreement may be set aside.

Loss of Tax Exemption

The City has covenanted in the Installment Purchase Agreement that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest evidenced by the 2007 Certificates under

Section 103 of the Internal Revenue Code of 1986. In the event the City fails to comply with the foregoing tax covenant, interest evidenced by the 2007 Certificates may be includable in the gross income of the Owners thereof for federal tax purposes. See "TAX MATTERS".

Secondary Market

There can be no guarantee that there will be a secondary market for the 2007 Certificates or, if a secondary market exists, that any 2007 Certificates can be sold for any particular price. Prices of bond issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price. No assurance can be given that the market price for the 2007 Certificates will not be affected by the introduction or enactment of any future legislation (including without limitation amendments to the Internal Revenue Code), or changes in interpretation of the Internal Revenue Code, or any action of the Internal Revenue Service, including but not limited to the publication of proposed or final regulations, the issuance of rulings, the selection of the 2007 Certificates for audit examination, or the course or result of any Internal Revenue Service audit or examination of the 2007 Certificates or obligations that present similar tax issues as the 2007 Certificates.

On May 21, 2007, the U.S. Supreme Court agreed to review *Davis v. Kentucky Dep't of Revenue of the Finance and Admin. Cabinet*, 197 S.W.3d 557 (2006), a decision holding that state statutes providing more favorable state income tax treatment to holders of debt issued by in-state government bodies than for debt issued by out-of-state government bodies violate the U.S. Constitution. If the decision is upheld, the marketability and market price for the 2007 Certificates may be affected. It is likely that the case will be heard by the U.S. Supreme Court before the end of the Court's session that ends June 30, 2008.

Potential Liability Associated with the Main Trunk Line

The City expects to finance rehabilitation of the main trunk line from the White Slough Facility to the City with proceeds of the 2007 Certificates. On October 17, 2007, the City Council declared a local state of emergency, dispensed with bidding requirements and authorized the City Manager to negotiate a contract change order with the contractor performing the Phase 3 work to include the pipeline rehabilitation. The City expects the pipeline rehabilitation to be complete by Summer 2008.

The City believes that it could be exposed to liability as a result of the current condition of the main trunk line. The 40-year-old concrete pipeline is badly deteriorated because of a chemical reaction in the sewage that produces sulfuric acid, which, over time, eats away at the top of the concrete pipe. In order to eliminate this exposure, the City has (i) marked the pipeline alignment; (ii) warned the owners of land under the alignment that the condition of the line could cause their land to be unstable and recommended that it be avoided; and (iii) fast-tracked the rehabilitation timeline to completion by June of 2008.

Based upon these measures, the City believes that any liability associated with the condition of the main trunk line will not adversely impact its ability to make the Installment Payments.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Special Counsel to the City ("**Special Counsel**"), based on an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, the portion of each Installment Payment designated as and constituting interest paid by the City under the Installment Purchase Agreement and received by the Owners of the 2007 Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "**Code**") and is exempt from State of California personal income taxes. Special Counsel is of the further opinion the portion of each Installment Payment designated as and constituting interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Special Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Special Counsel is set forth in Appendix F hereto.

To the extent the issue price of any maturity of the 2007 Certificates is less than the amount to be paid at maturity of such 2007 Certificates (excluding amounts stated to be interest and payable at least annually over the term of such 2007 Certificates), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Owner thereof, is treated as interest with respect to the 2007 Certificates which is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the 2007 Certificates is the first price at which a substantial amount of such maturity of the 2007 Certificates is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the 2007 Certificates accrues daily over the term to maturity of such 2007 Certificates on the basis of constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such 2007 Certificates to determine taxable gain or loss upon disposition (including sale, prepayment, or payment at maturity) of such 2007 Certificates. Owners of the 2007 Certificates should consult their own tax advisors with respect to the tax consequences of ownership of 2007 Certificates with original issue discount, including the treatment of Owners who do not purchase such 2007 Certificates in the original offering to the public at the first price at which a substantial amount of such 2007 Certificates is sold to the public.

2007 Certificates purchased, whether at original execution and delivery or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("**Premium Certificates**") will be treated as having amortizable premium. No deduction is allowable for the amortizable premium in the case of obligations, like the Premium Certificates, the interest evidenced by which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and an Owner's basis in a Premium Certificate, will be reduced by the amount of amortizable premium properly allocable to such Owner. Owners of Premium Certificates should consult their own tax advisors with respect to the proper treatment of amortizable premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on or evidenced by obligations such as the 2007 Certificates. The City has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that the interest installments of the Installment Payments paid by the City under the Installment

Purchase Agreement and received by the Owners of the 2007 Certificates will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in such interest evidenced by the 2007 Certificates being included in gross income for federal income tax purposes, possibly from the date of original execution and delivery of the 2007 Certificates. The opinion of Special Counsel assumes the accuracy of these representations and compliance with these covenants. Special Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Special Counsel's attention after the date of execution and delivery of the 2007 Certificates may adversely affect the value of, or the tax status of interest evidenced by, the 2007 Certificates. Accordingly, the opinion of Special Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Special Counsel is of the opinion that the interest installments of the Installment Payments paid by the City under the Installment Purchase Agreement and received by the Owners of the 2007 Certificates are excluded from gross income for federal income tax purposes and are exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of the interest with respect to, the 2007 Certificates may otherwise affect an Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depend upon the particular tax status of the Owner or the Owner's other items of income or deduction. Special Counsel expresses no opinion regarding any such other tax consequences.

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest evidenced by the 2007 Certificates to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Owners from realizing the full current benefit of the tax status of such interest. As one example, on May 21, 2007, the United States Supreme Court agreed to hear an appeal from a Kentucky state court which ruled that the United States Constitution prohibited the state from providing a tax exemption for interest on bonds issued by the state and its political subdivisions but taxing interest on obligations issued by other states and their political subdivisions. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the 2007 Certificates. Prospective purchasers of the 2007 Certificates should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Special Counsel expresses no opinion.

The opinion of Special Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Special Counsel's judgment as to the proper treatment of the 2007 Certificates for federal income tax purposes. It is not binding on the Internal Revenue Service ("**IRS**") or the courts. Furthermore, Special Counsel cannot give and has not given any opinion or assurance about the future activities of the City, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The City has covenanted, however, to comply with the requirements of the Code.

Special Counsel's engagement with respect to the 2007 Certificates ends with the execution and delivery of the 2007 Certificates, and, unless separately engaged, Special Counsel is not obligated to defend the City or the Owners regarding the tax-exempt status of the 2007 Certificates in the event of an audit examination by the IRS. Under current procedures, parties other than the City and its appointed counsel, including the Owners, would have little, if

any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the 2007 Certificates for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues may affect the market price for, or the marketability of, the 2007 Certificates, and may cause the City or the Owners to incur significant expense.

LITIGATION

No Litigation Relating to 2007 Certificates. To the knowledge of the City, there is no controversy or litigation of any nature now pending or threatened restraining or enjoining the execution and delivery of the 2007 Certificates, the Trust Agreement, the Installment Purchase Agreement or in any way contesting or affecting the validity of the 2007 Certificates or any proceedings of the City or the Corporation taken with respect to the execution and delivery thereof.

Litigation Relating to PCE, TCE. The City relies upon groundwater for providing potable water to its residents. The City first detected the chemicals Tetrachloroethylene ("**PCE**" or "**PERC**") and Trichloroethylene ("**TCE**") in the groundwater in 1989. It appears that this contamination was caused by releases into the environment over many decades by dozens of drycleaners and other businesses in the City. In 1996, the City negotiated a Comprehensive Joint Cooperative Agreement (the "**Cooperative Agreement**") with the California Environmental Protection Agency's Department of Toxic Substances Control ("**DTSC**"). Under the May 6, 1997 Cooperative Agreement, the City agreed to diligently prosecute environmental enforcement actions against responsible parties to compel them to investigate and remediate the contamination in order to protect the City's groundwater supply. Subsequent to the execution of the Cooperative Agreement, the City enacted the ill fated Municipal Environmental Response & Liability Ordinance ("**MERLO**") to support the City's lead enforcement role.

Thereafter, the City filed several enforcement actions. The primary one, entitled "The People of the State of California and the City of Lodi v. M&P Investments, et. al U.S. District Court for the Eastern District of California, Case No. Civs-00-2441 FCD JFM"., sought the abatement of a public nuisance and a nuisance per se and recovery of the City's cost of responding to that nuisance. Various counterclaims and cross- claims have been filed including claims against the City for its alleged contribution to the contamination. Although a trial date is set for October 2008, all but four of the defendant groups have agreed to settle with the City as further outlined below. During the course of the litigation, several events and judicial decisions negatively impacted the City's initial litigation strategy. First, the Courts ruled that (1) the City does not have authority to serve as lead enforcement agency under the Cooperative Agreement and (2) MERLO is preempted by State and Federal environmental legislation. In one of these matters, City of Lodi v. Unigard, Case No. C039076, the City suffered an adverse judgment and the court ordered the City to pay damages and attorney's fees. In another matter, City of Lodi v. Randtron, Case No. C037445, the City received a favorable judgment and an award of attorney's fees. These matters were appealed and on May 5, 2004, the Third District Court of Appeal issued opinions in both of the cases. In Unigard, the Court held that the information gathering provisions of the City's MERLO ordinance as enforced by the City were a violation of Unigard's civil rights and confirmed a $288,000 judgment against the City. This liability was ultimately waived by Unigard in the Busy Bee Settlement discussed below. In Randtron, the

Court held that MERLO is preempted by California's Hazardous Substance Account Act and that the administrative abatement order issued to Randtron under MERLO was therefore void. In addition, the federal court in the M&P action determined that the City itself is a potentially responsible party for the contamination due to the alleged release and increased migration of certain of the contamination sources into the City's groundwater through the infrastructure of the System and the City's water enterprise (the "**Water System**"). As such, the City was exposed to potential liability for the clean-up as more fully described below.

Due to the complete failure of the City's former outside counsel's legal strategy, the City changed course and attorneys in 2004 and pursued settlements with the various potentially responsible parties. Of the five contamination plumes identified in the groundwater supply, the City has resolved four and is close to resolving the fifth. The first settlement came with respect to the Busy Bee Plume. The Busy Bee settlement fully funded a contract with a remediation company which is expected to fully remediate the site. In addition, the settlement funded a $182,500 escrow account. In the event the contract fails to remediate the site, the escrow account can be used to cover the excess costs.

The City also settled with all but four groups of potentially responsible parties regarding the remaining four plumes and with its own insurance carriers, raising $34.2 million toward the estimated $49.5 million total cleanup cost. The settlements reached as of the date of this Official Statement leave the City obligated to fund the $15.3 million remaining shortfall in clean-up costs. Settlements with the remaining defendants would reduce the City's potential clean-up liability.

However, the litigation program created several other liabilities for the City including the Lehman financing described below, litigation and consultant costs. To finance the litigation, the City and the Lodi Public Improvement Corporation entered into a financing arrangement with Lehman Brothers Inc. ("**Lehman**") in June 2000 entitled the Lodi Financing Corporation Environmental Abatement Program Variable Rate Certificates of Participation ("**2000 COPs**"). Lehman advanced $15,625,000, which was repayable with interest accruing at the rate of "LIBOR" plus 20% per annum, adjusted quarterly and compounded annually. In 2004, litigation arose between Lehman and the City over the City's obligations under the 2000 COPs. The matter settled in 2005 with the City paying Lehman $6 million to fully discharge its obligations under the 2000 COPs. The City also sued its former outside counsel, Envision Law Group ("**Envision**"), for the City of Lodi v. M&P Investments, et. al. litigation. Envision cross-claimed, alleging that the City owes it $7.0 million dollars in accrued but unpaid legal fees, $3.5 million in interest and 20% of all settlements that the City secured after Envision's termination. No trial date is scheduled but the City is confident that it will prevail, in which case the City would not be responsible for paying anything to Envision.

In 2005, City staff and outside consultants estimated that the cost of the City's potential liability arising from the PCE/TCE clean-up and related litigation that was not yet funded was $45 million. Although this potential liability could be shared by the System and the Water System, the City determined to fund the unfunded costs through the Water System by raising water rates. Accordingly, Bartle Wells performed a rate analysis, and concluded that a $10.50 average monthly rate increase, phased in over 2 years, would meet the City's unfunded potential liability. This $10.50 average rate increase was adopted pursuant to Council Resolution 2005-203 on September 21, 2005, and is projected to raise $2.7 million in additional revenue each year ("**Water Rate Increase Revenue**"). This rate increase was unsuccessfully challenged by citizen initiative in November 2006; the effort to repeal the water rate increase was defeated by a vote of 63.9% to 36.1%.

After concluding the various settlements described above, City staff and outside consultants concluded in mid-2007 that the City's potential liability arising from the PCE/TCE clean-up and related litigation that was not yet funded was actually $35.46 millionincluding a $15 million contingency. The City expects that the Water Rate Increase Revenue described in the previous paragraph will be sufficient to cover the total unfunded potential liability. In this regard, it is important to note that (1) the clean-up costs are expected to be incurred over a 30-year period; and (2) the existing settlements will be sufficient to fund the capital needs related to the clean-up, leaving Water Rate Increase Revenue to fund the ongoing operations and maintenance expenses, repayment of an internal water fund loan and operating reserves.

The estimated future costs, immediately available sources of funds (excluding the $2.7 million of Water Rate Increase Revenues that the City expects to be generated on an annual basis) and resulting unfunded potential City liability with respect to the PCE/TCE clean-up and related litigation is summarized below. **The City expects to fund the unfunded liability with Water Rate Increase Revenues and not with assets or revenues of the System.**

Costs:

Item	Amount (in millions)
Cleanup Costs (1)	$49.5
Water Fund Loan (2)	12.5
Legal Fees	1.66
Total Costs	$63.66
Available Sources of Funds:	
M&P settlements	$14.6
Insurance settlements (3)	13.6
Total Sources of Funds	28.2
Unfunded Potential City Exposure to be funded from Water Rate Increase Revenue	$35.46

(1) Includes a $15 million contingency.
(2) Represents a loan from the Infrastructure Replacement Water Fund Account to the PCE Water Fund Account, which is now being repaid from Water Rate Increase Revenue.
(3) Reflects use of $6 million of the USF&G settlement to pay Lehman in connection with the 2000 COPs, as described above.

Potential Litigation Relating to Nitrate Levels. The City is investigating nitrate levels in the vicinity of the White Slough Facility. There are a number of potential nitrate sources in the area including dairy and farming operations. It is too early to determine the cause of the contamination or whether it will require remediation by the City or any other party. Given the current evidence, the RWQCB issued the City's most recent NPDES Permit in September 2007,

concluding that further investigation is needed. The cost of the investigation is factored into the City's current revenue model.

APPROVAL OF LEGALITY

The execution and delivery of the 2007 Certificates is subject to the approval of legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Special Counsel, substantially in the form set forth as Appendix F. Special Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the Underwriters by Jones Hall, A Professional Law Corporation, San Francisco, California, and for the City and the Corporation by the City Attorney of the City.

Payment of the fees and expenses of Special Counsel and Underwriters' Counsel is contingent upon execution and delivery of the 2007 Certificates.

RATINGS

Insured Ratings. Standard & Poor's and Fitch are expected to assign the 2007 Certificates the long-term ratings of "____" and "_____," respectively, upon the delivery by the Insurer of the Policy guaranteeing the payment of the principal and interest evidenced by the 2007 Certificates when due.

Underlying Ratings. In addition, the 2007 Certificates have been assigned the underlying ratings, without regard to the Policy, of "A-" and "A-", respectively, by Standard & Poor's and Fitch.

General. The ratings reflect only the respective views of the rating agencies, and any explanation of the significance of such ratings may be obtained only from such rating agencies as follows: Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10041; and Fitch Ratings, One State Street Plaza, New York, New York 10004. The City and the Insurer furnished to the rating agencies certain information and materials concerning the 2007 Certificates and themselves. Generally, rating agencies base their ratings on information and materials furnished to them and on investigations, studies and assumptions by the rating agencies. There is no assurance that the ratings will remain in effect for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agencies, or either of them, if, in their respective judgments, circumstances so warrant. The City undertakes no responsibility to oppose any such revisions or withdrawal. Any downward revision or withdrawal of any rating may have an adverse effect on the market price of the 2007 Certificates.

FINANCIAL ADVISOR

Lamont Financial Services Corp. (the "**Financial Advisor**") has assisted the City with various matters relating to the planning, structuring and delivery of the 2007 Certificates. The Financial Advisor is a financial advisory firm and is not engaged in the business of underwriting or distributing municipal securities or other public securities. The Financial Advisor assumes no responsibility for the accuracy, completeness or fairness of this Official Statement. The

Financial Advisor will receive compensation from the City contingent upon the sale and delivery of the 2007 Certificates.

UNDERWRITING

The Underwriters have agreed, subject to certain conditions, to purchase the 2007 Certificates at a price of $_____, representing the aggregate principal amount of the 2007 Certificates *plus* $_____ net original issue premium and *less* $_____ Underwriters' discount).

The Purchase Contract for the 2007 Certificates provides that the Underwriters will purchase all the 2007 Certificates, if any are purchased. The 2007 Certificates may be offered and sold by the Underwriters to certain dealers and others at prices lower than the public offering price stated on the inside cover page of this Official Statement, and such public offering price may be changed, from time to time, by the Underwriters.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Causey Demgen & Moore Inc., Denver, Colorado (the "**Verification Agent**"), will verify the arithmetical accuracy of certain computations included in the schedules provided by the underwriters relating to discharge of the 1991 Installment Payments and the 1991 Certificates. See "THE FINANCING PLAN".

The Verification Agent has restricted its procedures to verification of the arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions, or the achievability of the forecasted outcome.

EXECUTION AND DELIVERY

The execution and delivery of this Official Statement has been duly authorized by the City.

CITY OF LODI, CALIFORNIA

By:_____
City Manager

APPENDIX A

THE CITY OF LODI

The 2007 Certificates are not secured by the faith and credit or the taxing power of the City. The economic and financial data regarding the City of Lodi and the County of San Joaquin set forth in this section are included for information purposes only, to give a more complete description of the service area of the City's System.

General

The City of Lodi, California ("Lodi" or the "City) was incorporated as a General Law City on December 6, 1906. The City is located in the San Joaquin Valley between Stockton, 2 miles to the south, and Sacramento, 35 miles to the north, and adjacent to State Route 99. The city is located on a main line of the Union Pacific Railroad and is within 5 miles of Interstate 5. The City population is 63,395 (as of Jan. 1, 2007 estimate by the California Department of Finance) and is contained in an area of approximately 13 square miles. The City has grown steadily since incorporation in 1906 and in 2006 approved development proposals that will add 3,509 dwelling units in newly annexed areas to the south and west. The City's growth is provided for in both the General Plan and the City's growth-control ordinance that allows an increase in population of 2% per year until the growth limits are reached.

The City provides a wide range of municipal services, including public safety (police, fire and graffiti abatement), public utilities services (electric, water and sewer), transportation services (streets, flood control and transit), leisure, cultural and social services (parks and recreation, library, and community center), and general government services (management, human resources administration, financial administration, building maintenance and equipment maintenance).

The City has a broad-based economy that, unlike many cities in the San Joaquin Valley, does not simply depend upon agriculture, one reason the City's unemployment rate averages roughly 2 percent less than San Joaquin County's as a whole. The region's growing reputation for its fine wines has boosted its image as a tourist destination, and the city's downtown, enhanced by a $25 million public and private investment, is a model for other mid-sized cities seeking to revitalize their downtowns. As it transitions to an entertainment, white-linen dining and wine-tasting destination, downtown Lodi serves as a hub for the 60 wineries located within a 10-mile radius. Sales at dining and drinking establishments grew by 31 percent from Fiscal Year 2002-2003 to 2006-2007. In 2006, the City partnered with three local wineries outside the City limits, allowing them to use the wastewater plant's capacity in return for opening a downtown wine-tasting room. Two other boutique wineries recently moved their winemaking operations within the City limits.

Additionally, the City recently agreed to begin accepting waste from Flag City, a growing collection of transportation service businesses, hotels and restaurants, at Interstate 5 and Highway 12 that is five miles west of the City limits. San Joaquin County, which is responsible for treating Flag City's waste, recently agreed to pay Lodi more than $6.5 million in connection fees and approximately $160,000 a year to send its wastewater to the City's White Slough Water Pollution Control Facility for treatment.

The City has a diversified industrial base, ranging from plastics industries that are industry leaders in producing pipes for irrigation and drainage, and injection-molded products, to

Cottage Bakery, which sells specialty baked goods and frozen dough to customers nationwide. Still, agriculture plays a large role in the city's economy. In addition to wines, processed foods, nuts, fruit, vegetables and milk are major commodities of the Lodi area and supply the materials for local food processors and packagers. These products support the operations of General Mills and private-label cannery Pacific Coast Producers, among other companies. A variety of Lodi businesses serve the surrounding farms and vineyards with irrigation supplies and specialty machinery.

In addition, the City has a wide range of other financially sound businesses. These companies range in size from a few dozen to hundreds of employees and produce a wide variety of services and products. One of them, health insurance company Blue Shield of California, broke ground this year on a new claims processing center that will house its current 800-employee workforce and allow it to expand to 1,500 workers.

Municipal Government

City Council. All powers of the City are vested in the City Council which is empowered to perform all duties of and obligations of the City as imposed by State law. The City has a five-member City Council composed of members elected at large. Each council member is elected for four years with staggering terms.

Biographies of the members of the City Council are set forth below:

BOB JOHNSON, MAYOR, was elected to the Lodi City Council in November 2004. Mr. Johnson attained the rank of captain in the United States Marine Corps and, following his military service, was employed for more than 20 years in the financial industry in a variety of marketing and management positions in New York, Los Angeles, and San Francisco. Most recently, he has been a self-employed real estate appraiser in the Central Valley. Mr. Johnson received a Bachelor of Arts degree from St. Bonaventure University.

JOANNE MOUNCE, MAYOR PRO TEMPORE, was elected to the Lodi City Council in November 2004. Ms. Mounce received an Accounting Certificate from South Lake Tahoe Community College and her Associates Degree with Honors from San Joaquin Delta College. With 23 years of accounting experience, Ms. Mounce currently works with Dougherty CPAs, Inc., a Stockton certified public accountant firm.

LARRY D. HANSEN, COUNCIL MEMBER, was elected to the Lodi City Council in November 2002 and re-elected in November 2006. Mr. Hansen is a United States Navy veteran and obtained his Master of Public Administration degree in 1993 from California State University, Stanislaus. Mr. Hansen had a 30-year career with the City of Lodi Police Department, serving as Chief of Police from 1993 to 2000.

SUSAN HITCHCOCK, COUNCIL MEMBER, was elected to the Lodi City Council in November 1998 and re-elected in 2002 and 2006. Ms. Hitchcock received a Bachelor of Science in Business Administration from California State University, Sacramento, in 1979 and a teaching credential in 1991. She also received a Master of Arts in School Administration and an Administrative Services credential from University of the Pacific in 1997. Ms. Hitchcock worked as a commercial loan officer for eight years. She has been employed by the Lodi Unified School District since 1991 and is currently the Principal of Clairmont Elementary School.

PHIL KATZAKIAN, COUNCIL MEMBER, was elected to the Lodi City Council in November 2006. Mr. Katzakian is president and co-owner of Lodi Printing, an 83-year-old business owned by the Katzakian family since 1948. Mr. Katzakian attended San Joaquin Delta College and California State University, Sacramento, before being hired by Lodi Vintners, a Lodi-area winery. He spent five years with the company, eventually becoming General Manager, before leaving to open an automotive repair business. Five years later, Mr. Katzakian joined Lodi Printing.

Investment Portfolio

All funds of the City, including surplus funds of the System, are invested by the City in accordance with the investment guidelines of the California Government Code (Sections 53601 and 53635) and the City's Investment Policy, which is presented annually to the City Council for approval.

Investment Policy. Pursuant to the Investment Policy, the City strives to maintain a level of investment of all idle funds, less required reserves, as near 100% as possible, through daily and projected cash flow determinations. The City's cash management system is designed to monitor and forecast expenditures and revenue accurately in order to enable the City to invest funds to the fullest extent possible.

Idle cash management and investment transactions are the responsibility of the Finance Director/City Treasurer. The Investment Policy, as adopted by the City Council on October 1, 2003, permits investment in the following: U.S. Treasury obligations (bills, notes and bonds); U.S. Government Agency securities and instrumentalities; bankers acceptances; certificates of deposit; negotiable certificates of deposit; commercial paper; California State Local Agency Investment Fund; passbook deposits; mutual funds; and medium term notes. The Investment Policy provides that safety is given the highest priority, followed by liquidity and yield. Investments are selected to achieve a "market average" rate of return, or the annual rate of return on the one-year U.S. Treasury Bill.

The Investment Policy may be changed at any time at the discretion of the City Council (subject to the State of California law provisions relating to authorized investments) and as the California Government Code is amended. There can be no assurance, therefore, that the State of California law and/or the Investment Policy will not be amended in the future to allow for investments which are currently not permitted under such State law or the Investment Policy, or that the objectives of the City with respect to investments will not change. All investments, including the Authorized Investments and those authorized by law from time to time for investments by public agencies, contain a certain degree of risk. Such risks include, but are not limited to, a lower rate of return than expected and loss or delayed receipt of principal. The occurrence of these events with respect to amounts held under the Trust Agreement and the Installment Purchase Agreement, or other amounts held by the City, could have a material adverse effect on the City's finances.

Investment Results as of June 30, 2007. A summary of the City's pooled investment portfolio as of June 30, 2007 is set forth below.

CITY OF LODI
Investment Portfolio Summary
(as of June 30, 2007)

Type of Investment	Amount	Percent of Total
Local Agency Investment Fund (City)	$19,648,971.23	48.2%
LAIF (Lodi Public Improvement Corporation)	3,439,412.57	8.4
Certificates of Deposit	300,000.00	0.7
Passbook/Checking Accounts	17,398,013.40	42.7
Total	$40,786,397.20	100.0%

Source: City of Lodi.

Population

The following chart indicates the growth in the population of the City since 1998.

CITY OF LODI
POPULATION
For Years 1998 through 2007

Year (as of January 1)	Population
1998	54,800
1999	56,000
2000	56,512
2001	58,353
2002	59,835
2003	60,951
2004	61,848
2005	62,520
2006	62,828
2007	63,395

Source: State of California, Department of Finance.

Employment in the City was 27,900 in 2002 and 29,600 in 2006, representing a 6.1% increase over the five-year period. The unemployment rate ranged from 5.5% in 2006 to 6.9% in 2003. Statewide unemployment rates were 4.9% in 2006 and 6.8% in 2003.

CITY OF LODI
EMPLOYMENT, UNEMPLOYMENT AND LABOR FORCE
Averages for each of the Calendar Years 1999-2003

	2002	2003	2004	2005	2006
Employment	27,900	28,300	28,800	29,300	29,600
Unemployment	2,000	2,100	2,000	1,800	1,700
Civilian Labor Force	29,900	30,400	30,800	31,100	31,300
Unemployment Rate	6.6%	6.9%	6.5%	5.9%	5.5%
State Unemployment Rate	6.7%	6.8%	6.2%	5.4%	4.9%

Source: State of California, Employment Development Department.

Major Employers

There are several manufacturing plants in the community producing a wide variety of products: cereals, food mixes, wines, rubber products, foundry items, recreational vehicle components, electronic substrates, plastic piping and injection molded products. In addition, a number of small businesses are located within the City. The main businesses in the City, however, are food processing and plastics.

The largest employers in Lodi as of September 24, 2007 are as follows:

CITY OF LODI
LARGEST EMPLOYERS

Employer	Business	Number of Employees
Lodi Unified School District	Education	3,292
Lodi Memorial Hospital	Health Care	1,320
Blue Shield	Insurance Claims Processing	800
Cottage Bakery	Baked Goods	700
City of Lodi	Government	458
General Mills	Cereals and Food Mixes	430
Pacific Coast Producers	Fruit Canning	400-1,200
Farmers & Merchants Bank	Banking	340
Wal-Mart	Retail	310
Valley Towing	Trailer Hitch Manufacturing	234
Target	Retail	200
Dart Container	Food Packaging Manufacturing	180

Source: City of Lodi, City Manager's Office.

Building Permit Activity

The following table shows the value of building permits issued in the City between 2002 and 2006.

CITY OF LODI
BUILDING PERMIT VALUATION
(in thousands)
for Calendar Years 2002 through 2006

	2002	2003	2004	2005	2006
Residential Valuation					
Single Family	$61,144	$54,351	$52,189	$81,449	$19,344
Multifamily	934	495	0	1,497	0
TOTAL	$62,077	$54,846	$52,189	$82,946	$19,344
New Dwelling Units					
Single Family	305	274	255	371	96
Multiple Family	6	4	0	14	0
TOTAL	311	278	255	385	96

Source: City of Lodi, Community Development Department

Taxable Sales

The following table indicates taxable transactions in the City by type of business during the fiscal years 2002-03 through 2006-07. The table does not reflect the allocation to the City of County- and State-wide sales taxes in fiscal years 2002-03 ($940,951), 2003-04 ($786,756), 2004-05 ($938,249), 2005-06 ($1,006,486) and 2006-07 ($1,037,937).

CITY OF LODI
TAXABLE TRANSACTIONS BY TYPE OF BUSINESS
for Fiscal Years 2002-03 through 2006-07
(in Thousands of Dollars)

Category	2002-03 Fiscal Year	2003-2004 Fiscal Year	2004-2005 Fiscal Year	2005-2006 Fiscal Year	2006-2007 Fiscal Year
Apparel Stores	13,298	17,695	17,551	17,287	17,691
Auto Dealers/Supplies	203,666	197,817	201,348	214,248	198,619
Building Materials	47,942	52,791	75,408	101,804	78,313
Drug Stores	16,105	15,165	14,088	14,076	14,419
Eating/Drinking Places	65,130	66,933	72,659	80,615	85,190
Food Stores	38,095	41,647	40,467	45,291	42,282
Furniture/Appliances	26,907	27,503	27,797	29,866	28,545
General Merchandise	130,608	132,491	129,136	130,739	129,181
Other Retail Stores	44,552	45,558	48,411	51,280	55,137
Packaged Liquor	9,132	10,321	12,729	12,799	12,911
Service Stations	55,769	55,177	64,663	73,422	80,837
Total Retail Outlets	651,204	663,099	704,257	771,427	743,126
All Other Outlets	117,237	115,104	129,776	139,768	162,952
Total Sales All Outlets	768,442	778,203	834,033	911,195	906,078

Source: California State Board of Equalization

Income

The following table, based on data reported in the annual publication "Survey of Buying Power" published by Sales and Marketing Management, summarizes the median household effective buying income for the City, the County, the State and the nation for the years 2002 through 2006.

The following table compares the median household effective buying income for the City, the County, the State and the nation.

MEDIAN HOUSEHOLD EFFECTIVE BUYING INCOME

Year	City of Lodi	County of San Joaquin	State of California	United States
2002	35,315	37,577	42,484	38,035
2003	35,577	37,988	42,924	38,201
2004	36,529	39,040	43,915	39,324
2005	37,288	39,956	44,681	40,529
2006	38,540	41,693	46,275	41,255

Source: Sales & Marketing Management Survey of Buying Power for 2002 through 2004; Claritas Demographics for 2005 & 2006.

Agriculture

Lodi is a worldwide agricultural shipping center for the San Joaquin Valley. The surrounding prime agricultural land is the nation's largest producer of premium wine grapes. Lodi businesses process and ship local produce ranging from grapes to cherries and asparagus.

Community Facilities

The City has a central library, one community center, 26 parks and five specific use facilities, covering 263 developed acres and 110 undeveloped acres, and 16 playgrounds. Lodi Lake Park is connected to the Mokelumne River and features boating, fishing, beach swimming, boat rentals, nature walks, group picnic sites, an RV park and the Discovery Nature Center. Micke Grove Park, a San Joaquin County park, is located between Lodi and Stockton. The park is home to a Japanese garden, the San Joaquin Historical Museum, rides, picnic areas and a five-acre zoo featuring mammals, birds, reptiles and invertebrates.

Community recreation programs cover a wide range of interests and activities including youth and adult sports and special interest classes, youth-at-risk programs, aquatics, special events, camps/clinics and tournaments.

Lodi Memorial Hospital offers a 181-bed, nonprofit, independent, acute-care hospital to the residents of the City and surrounding community. Its mission is to provide quality medical care, education and support services to the community. Two hospital campuses and six satellite clinics are used to provide a variety of inpatient, outpatient, urgent, emergency and primary care

services. The hospital broke ground in 2007 on a $200 million expansion and upgrade plan that will result in remodeled rooms and the addition of an 80-bed wing.

Housing

The City of Lodi housing market offers a blend of older neighborhoods and newer executive developments.

CITY OF LODI
Median-Priced Home
(For August of Year)

2003	$274,000
2004	326,000
2005	397,000
2006	480,000
2007	418,000

Source: Coldwell Banker Grupe-TrendGraphix

Education

The Lodi Unified School District provides K-12 and special education programs. The area also is served by several private and parochial schools. The University of the Pacific, San Joaquin Delta College, California State University, Stanislaus-Stockton campus, and the University of San Francisco satellite center are all within a 20-minute drive of the city. The University of California, Davis and California State University, Sacramento, and the University of Southern California satellite center are within an hour's drive of the City. Additionally, San Joaquin Delta College is developing plans to build a satellite learning center that would be annexed into the city. The plans include a housing development.

Transportation

The City is served by Interstate 5 and State Highways 12 and 99 and is located on the main line of the Union Pacific Railroad. Lodi has Amtrak passenger rail service and local, regional and national bus service. A deep-water seaport and airport with commercial passenger travel are located approximately 15 miles south in Stockton.

Estimated Direct and Overlapping Bonded Debt

The estimated direct and overlapping bonded debt of the City as of ___ 1, 2007 is set forth below.

CITY OF LODI
ESTIMATED DIRECT AND OVERLAPPING BONDED DEBT
as of ____ 1, 2007

[to come]

Source: California Municipal Statistics, Inc.

Assessed Valuation and Tax Collections

Taxes are levied for each fiscal Year on taxable real and personal property that is situated in the City as of the preceding March 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed property and real property having a tax lien that is sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due as of the March 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to the delinquent taxes on property of the unsecured roll, and an additional penalty of 1.5% per month begins to accrue commencing on November 1 of the Fiscal year. Collections of delinquent unsecured taxes is the responsibility of the County of San Joaquin using the several means legally available to it.

CITY OF LODI
ASSESSED VALUATIONS
For Fiscal Years 2002 through 2006
(In thousands)

Fiscal Year	Land	Improvements	Personal Property	Total	Less Exemptions	Net Assessed Value
2001-2002	889,262	2,164,121	245,611	3,298,994	190,252	3,108,742
2002-2003	960,166	2,366,887	265,339	3,592,392	200,957	3,391,435
2003-2004	1,027,462	2,549,860	248,472	3,825,794	212,102	3,613,692
2004-2005	1,107,776	2,739,061	249,812	4,096,649	217,077	3,879,572
2005-2006	1,226,293	2,989,575	258,035	4,473,903	220,590	4,253,313

Source: City of Lodi audited financial statements.

In 1993, the City made an agreement with San Joaquin County to participate the Teeter Plan pursuant to provisions of Sections 4701-4717 of the California Revenue and Taxation Code. The Teeter Plan is an alternative method of apportioning property tax money. Pursuant to those sections the accounts of all political subdivisions that levy taxes on the County tax rolls are credited with 100% of their respective tax levies regardless of actually payments and delinquencies. The cities covered under the plan receive 95% of the property taxes in advance from the County and the 5% remaining after reconciling the cities' balances at June 30. As part of the agreement, the county keeps the penalties and interest on the delinquent taxes.

Ten Largest Locally Secured Taxpayers

The following table shows the ten largest locally secured taxpayers of the City for the Fiscal year ended June 30, 2006.

CITY OF LODI
TEN LARGEST LOCALLY SECURED TAXPAYERS
Fiscal Year Ended June 30, 2006

	Name	Assessed Valuation
1.	General Mills, Inc.	152,102,000
2.	Pacific Coast Producers	43,068,000
3.	Pacific Coast Producers Corp.	34,267,000
4.	Cottage Bakery Inc.	25,341,000
5.	Kristmont West	21,961,000
6.	Parineh's Exchange 2004 LLC	19,539,000
7.	Certainteed Corp.	18,842,000
8.	Dart Container Corp.	17,625,000
9.	Fountains At Lodi LLC	13,031,000
10.	Carl D. Panattoni, et al	12,984,000
	TOTAL	$358,760,000

Source: San Joaquin County Assessor's Office.

APPENDIX B

EXCERPTS OF AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2006

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Certificates, payment of principal, interest and other payments on the Certificates to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Certificates and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Certificates (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Certificates (the "Agent") take any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Certificates, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Certificates, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Certificates, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Certificates"). The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Certificates, in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned

subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

3. Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

4. To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Certificates unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Certificates at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

APPENDIX D

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX E

PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX F

PROPOSED FORM OF OPINION OF SPECIAL COUNSEL

Upon delivery of the Certificates, Orrick, Herrington & Sutcliffe LLP, Special Counsel to the City, proposes to render its final approving opinion with respect to the Certificates in substantially the following form:

Date of Closing

City of Lodi
221 West Pine Street
Lodi, California 95240

Wastewater System Revenue Certificates of Participation,
2007 Series A
(Final Opinion)

Ladies and Gentlemen:

We have acted as special counsel to the City of Lodi, California (the "City") in connection with the execution and delivery of the $_____ aggregate principal amount of Wastewater System Revenue Certificates of Participation, 2007 Series A (the "Certificates"). The Certificates evidence the proportionate interests of the owners thereof in certain payments (the "Installment Payments") to be made by the City under the terms of an Installment Purchase Agreement, dated as of December 1, 2007 (the "Agreement"), between the City and the Lodi Public Improvement Corporation (the "Corporation"). The Certificates have been executed and delivered pursuant to a Trust Agreement, dated as of December 1, 2007 (the "Trust Agreement"), by and between the Corporation and The Bank of New York Trust Company, N.A., as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement.

In such connection, we have reviewed the Trust Agreement, the Agreement, the Tax Certificate and Agreement relating to the Certificates (the "Tax Certificate"), opinions of counsel to the City, the Corporation and the Trustee, certificates of the City, the Corporation, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this opinion is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Certificates has concluded with their execution and delivery, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the City. We have assumed, without

undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Trust Agreement, the Agreement and the Tax Certificate, including, without limitation, covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause the interest components of the Installment Payments to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Certificates, the Trust Agreement, the Agreement and the Tax Certificate, and their enforceability, may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against cities in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the real or personal property described in or as subject to the lien of the Agreement or the Trust Agreement or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Certificates and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, the City.

2. The obligation of the City to make the Installment Payments pursuant to the terms of the Agreement constitutes a valid and binding special obligation of the City, payable solely from the System Net Revenues of the City's Wastewater System, as provided in the Agreement. The general fund of the City is not liable for, and neither the faith and credit nor the taxing power of the City is pledged to, the payment of the Installment Payments.

3. Assuming due authorization, execution and delivery of the Trust Agreement and the Certificates by the Trustee, the Certificates are entitled to the benefits of the Trust Agreement.

4. The portion of each Installment Payment designated as and constituting interest paid by the City under the Agreement and received by the registered owners of the Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes. The portion of each Installment Payment designated as and constituting interest paid by the City under the Agreement and received by the registered owners of the Certificates is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest with respect to, the Certificates.

APPENDIX G

SPECIMEN FINANCIAL GUARANTY INSURANCE POLICY

AGENDA ITEM K-2

CITY OF LODI AND LODI REDEVELOPMENT AGENCY

AGENDA TITLE: Adopt Resolution Designating a Redevelopment Survey Area for Study Purposes and Directing that the Planning Commission Select a Redevelopment Project Area from all or part of the Survey Area

MEETING DATE: November 7, 2007

PREPARED BY: Blair King, City Manager

RECOMMENDED ACTION: Adopt a Resolution of the City Council designating Survey Area Option A1 as the Redevelopment Survey Area for study purposes and direct that the Planning Commission select a Project Area from all or part of the Survey Area.

BACKGROUND INFORMATION: On July 19, 2007, the City Council/Redevelopment Agency and the Planning Commission conducted a special joint meeting to consider the possibility of forming a Redevelopment Project Area. At the conclusion of the meeting, the Council directed that action be taken to research the formation of a Redevelopment Project but made no commitment as to the eventual disposition of the formation of a Redevelopment Project.

According to California Health and Safety Codes, Section 33100, a Redevelopment Agency exists in every city and county in the State, but lies dormant until activated by ordinance. Although a Redevelopment Agency may be activated, the ability to benefit from Redevelopment depends upon forming a Project Area.

Early in 2000, the City Council authorized the formation of a Redevelopment Agency and began the steps to form a Project Area. At that time, the City Council recommended establishing a Project Area in the oldest commercial and industrial areas of Lodi. Approximately 1,184 acres were identified as meeting the requirements that would allow the City to collect incremental taxes via a Redevelopment Area. In the spring of 2002, the City Council abandoned its plans to form a Project Area in light of an initiative drive.

Before committing to the time and expense of adopting a Redevelopment plan, many communities conduct an initial feasibility study, however, it is not required by law. This study is typically conducted prior to the selection of a survey area and can be used to help select the boundaries of the survey and the subsequent project areas.

Based upon the Council's July 19, 2007 direction, the City, with the services of GRC Consultants, prepared a feasibility study. The study explored two alternative Redevelopment Project areas. Both meet the threshold conditions required to form a project area. One focused on commercial corridors and the other included residential neighborhoods as well. Survey Area Option A is 1,583 acres and Survey Area Option B is 732. Financial projections related to tax increment potential were prepared for both areas. The following table presents the results:

Scenario	Future Dollars	Net Present Value
Survey Area Option A	$440.1 Million	$171.1 Million
Survey Area Option B	$277.1 Million	$108.2 Million

APPROVED: _____

Blair King, City Manager

The Feasibility Study was reviewed twice with the Budget and Finance Committee. Once on October 23, 2007 and the second on October 27, 2007, at which time the Committee was asked to make a recommendation to the City Council. The Budget and Finance Committee voted unanimously, with one absent, to recommend that the Council proceed with the formation of a Redevelopment Project, and after conflicts of interests were resolved, and invoking the rule of necessity, the Committee voted 4-0 to recommend that the Council select Survey Area Option A1.

Based upon comments from the Budget and Finance Committee on October 23 2007, staff modified the potential survey area by adding 180 acres. This became Survey Area Option A1, which was recommended by the Budget and Finance Committee on October 27, 2007. Survey Area Option A1 is 1,763 acres. No financial projections specific to the area have been prepared. However, one assumes that the tax increment potential will be slightly higher than Survey Area Option A.

On October 24, 2007, the Feasibility Study and the concept of tax increment were reviewed with the Planning Commission. The Planning Commission offered no recommendation, but in accordance with redevelopment law, the responsibility for designating the Project Area boundaries lies with the Planning Commission. It is anticipated that the Planning Commission will take up the selection of the survey area on November 14, 2007.

Adoption of the attached resolution would establish the boundaries of the Redevelopment Survey Area. This is the first formal step in the Redevelopment Adoption Process. The resolution calls for the Planning Commission to select the boundaries of the Project Area from the boundaries of the Survey area.

It is important to note that the boundaries of the selected Project Area cannot be larger than the Survey Area. The Project Area may be smaller than the Survey Area, or the same size, but not larger.

In addition, the Redevelopment Plan will not include eminent domain authority for the Redevelopment Agency.

Redevelopment will allow the City to fund improvements without raising taxes or creating new fees.

Redevelopment is a powerful housing and economic development tool used throughout California. Of the State's 478 incorporated cities, 395 have active redevelopment agencies. Every city with a population over 250,000 has one. 155 cities with populations over 50,000 have active agencies - only eight do not. Stockton, Manteca, Tracy, and Ripon all have active redevelopment agencies.

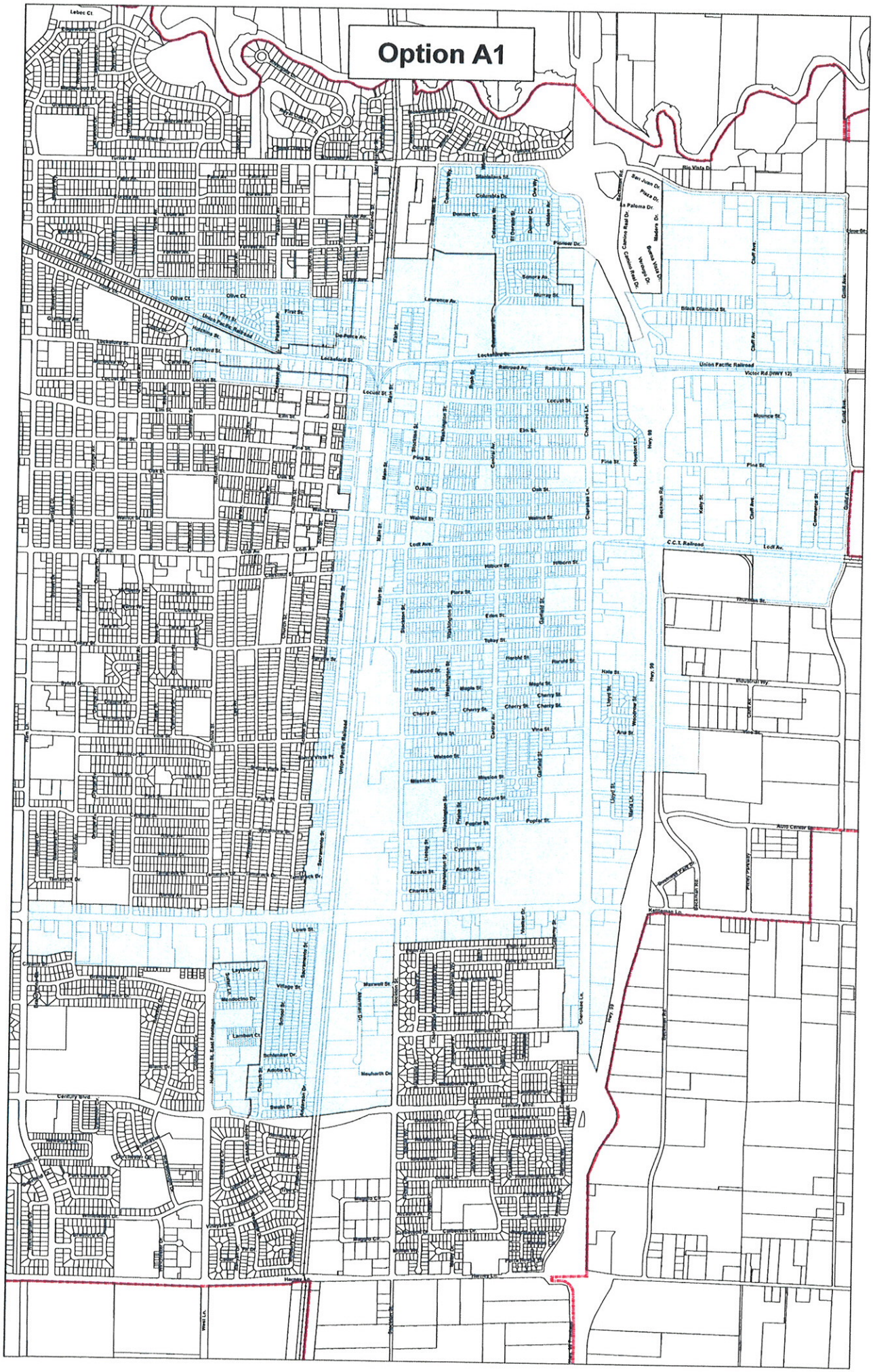
Twenty percent of tax increment funds must be used to finance affordable housing in the form of rehabilitation, homeowner assistance, senior housing or paint-up/fix-up.

FISCAL IMPACT: Option A, after subtracting mandatory pass-through payments, would provide an estimated $440.1 million in future dollars ($171.1 million in net present value). Option B, after subtracting mandatory pass-through payments, would provide an estimated $277.1 million in future dollars ($108.2 million in nest present value). Option A1 would produce no less than Option A. Funds could be used for affordable housing, street-sidewalk-curb improvements, installation of water meters, streets, economic development incentives, Grape Bowl refurbishment, expansion of the Library, a new community swimming pool or a new fire station.

FUNDING: Not Applicable

Blair King, City Manager

Attachments: Resolution
Feasibility Study
Maps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C.C.T. Railroad
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Hwy. 99
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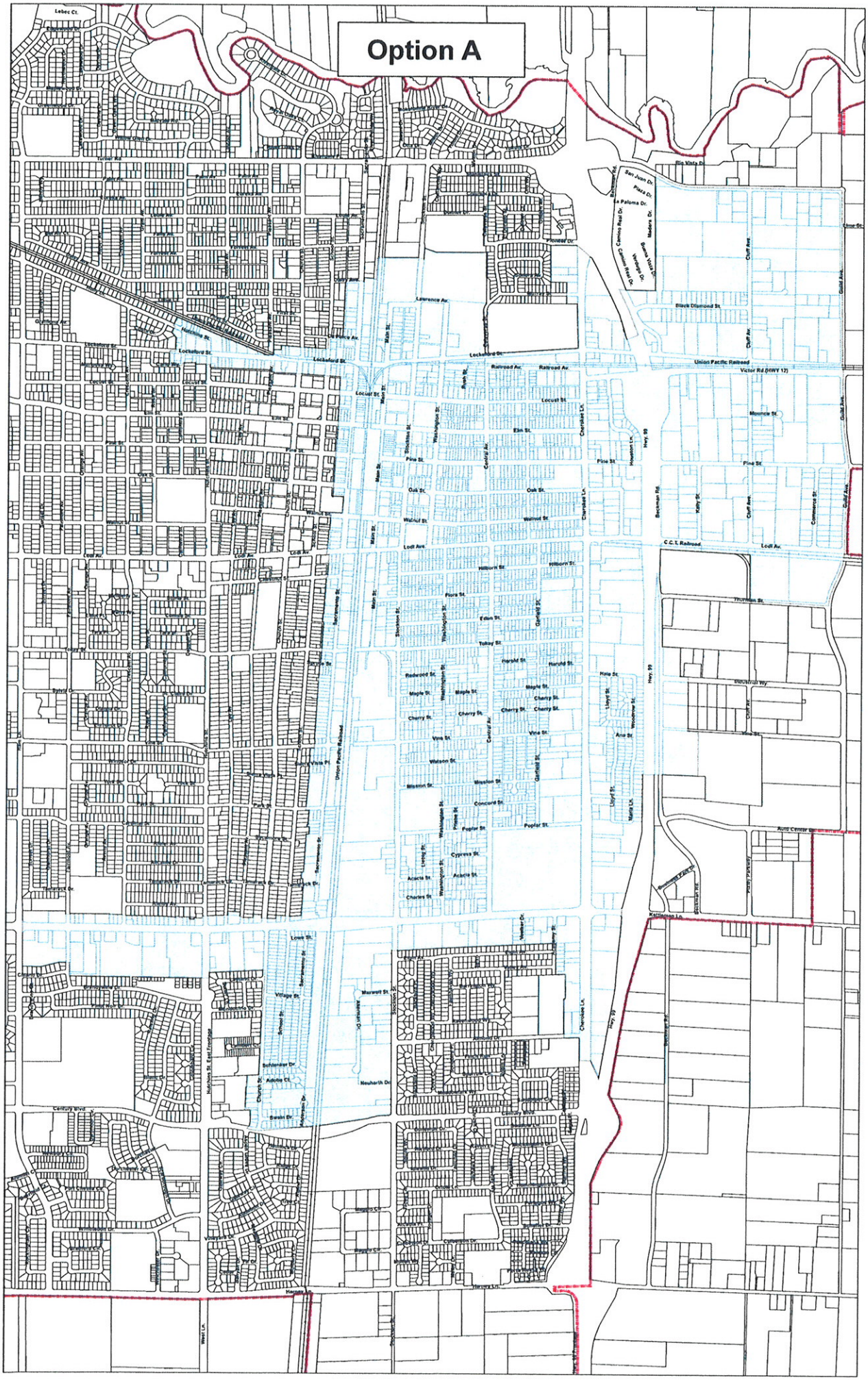
Kettleman Ln.
Harney Ln.
Century Blvd.
Lodi Av.
Lockeford St.
Main St.
Stockton St.
Washington St.
Central Av.
Cherokee Ln.
Beckman Rd.
Cluff Ave.
Guild Ave.
Sacramento St.
Union Pacific Railroad

Option A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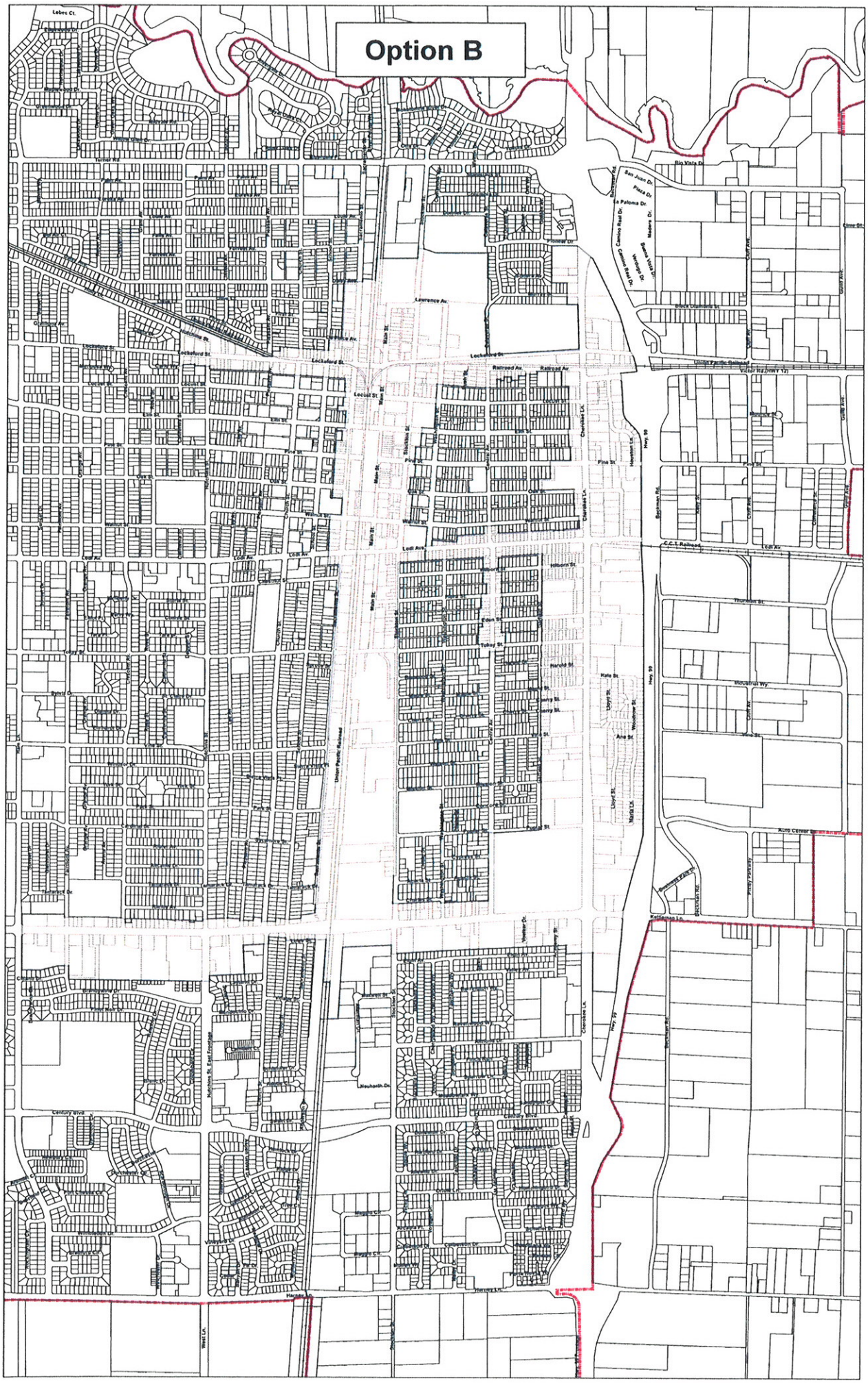
Turner Rd.
Lockeford St.
Lawrence Av.
Main St.
Railroad Av.
Union Pacific Railroad
Victor Rd.(HWY 12)
Black Diamond St.
Cliff Ave.
Guild Ave.
Locust St.
Elm St.
Pine St.
Oak St.
Walnut St.
Lodi Av.
C.C.T. Railroad
Hilborn St.
Flora St.
Edan St.
Tokay St.
Harold St.
Redwood St.
Maple St.
Cherry St.
Vine St.
Watson St.
Mission St.
Concord St.
Poplar St.
Cypress St.
Acacia St.
Charles St.
Hale St.
Lloyd St.
Woodrow St.
Ana St.
Industrial Wy.
Thurman St.
Auto Center Dr.
Kettleman Ln.
Hwy. 99
Beckman Rd.
Kelly St.
Commerce St.
Mounce St.
Rio Vista Dr.
Lowe St.
Village St.
Marwell St.
Neuharth Dr.
Century Blvd.
Harney Ln.
West Ln.
Hutchins St. East Frontage
Union Pacific Railroad
Sacramento St.
Washington St.
Central Av.
Garfield St.
Cherokee Ln.
Houston Ln.
Stockton St.
Main St.
Lodi Av.
Lockeford St.
Pine St.
Oak St.
Walnut St.
Elm St.
Locust St.
Lawrence Av.
Main St.
Lockeford St.
Turner Rd.
Cherokee Ln.
Hwy. 99
Beckman Rd.
Kettleman Ln.
Century Blvd.
Harney Ln.
West Ln.
Stockton St.
Hwy. 99


Option B
Lebec Ct.
Turner Rd.
Lawrence Av.
Lockeford St.
Railroad Av.
Locust St.
Elm St.
Pine St.
Oak St.
Walnut St.
Lodi Av.
Hilborn St.
Tokay St.
Harold St.
Kate St.
Ana St.
Lloyd St.
Maria Ln.
Pulpit St.
Main St.
Stockton St.
Cherokee Ln.
Union Pacific Railroad
Hwy. 99
Victor Rd. (HWY 12)
C.C.T. Railroad
Thornton St.
Industrial Wy.
Auto Center Dr.
Kettleman Ln.
Beckman Rd.
Pinedy Parkway
Rio Vista Dr.
San Juan Dr.
Plaza Dr.
La Paloma Dr.
Camino Real Dr.
Madera Dr.
Buena Vista Dr.
Verdugo Dr.
Black Diamond St.
Cliff Ave.
Gulf Ave.
Fine St.
Hoeston Ln.
Bellevue Rd.
Cherokee Ln.
Neuhaeth Dr.
Century Blvd.
Harney Ln.
West Ln.
Hacker Ln.
Natchez St. East Frontage

October 29, 2007

Feasibility Study for a Potential Redevelopment Project in East Lodi

LODI REDEVELOPMENT AGENCY

Feasibility Study for a Potential Redevelopment Project in East Lodi

LODI REDEVELOPMENT AGENCY

FA FRASER & ASSOCIATES

GRC REDEVELOPMENT CONSULTANTS
701 S. Parker Street

GRC

Suite 7400
Orange, CA 92868

Feasibility Study for a Potential Redevelopment Project in East Lodi

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Figure 2 – Survey Area – Option B 19

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BACKGROUND

There are over 400 redevelopment agencies in charge of nearly 800 redevelopment project areas throughout the State of California. In a study performed by the Center for Economic Development at California State University, Chico for the fiscal year of 2002-03, redevelopment agencies have:

- Increased state income by $16.56 billion
- Created over 300,000 jobs
- Increased tax revenues for state and local governments by $1.58 billion
- Constructed over 37,600 new affordable housing units and rehabilitated nearly 20,000 existing affordable housing units (in a ten-year period)

With this in mind, the Lodi City Council on July 19, 2007, acting as the City's Redevelopment Agency (the "Agency"), directed that studies begin to see if redevelopment is feasible in portions of east Lodi, and to determine where the initial boundaries should be.

A redevelopment program in the City could help support a number of goals for improving the community. However, to undertake a redevelopment plan adoption requires a significant commitment of time and financial resources. Therefore, the Agency requested this Feasibility Study to analyze the area before such a commitment.

The analysis included herein provides a generalized discussion of existing physical and economic conditions as they relate to California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.; the "CRL"), a general outline of projects and programs, a potential future work program the adoption process, and financial projections. Detailed studies and analyses will be provided in subsequent documents if the formal adoption process begins.

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REQUIREMENTS OF STATE LAW

Blight Definition

According to the CRL, a city may adopt a redevelopment plan to address an area that is blighted. A blighted area is an area:

1. That is predominately urbanized;
2. That is characterized by one or more conditions of physical blight and one ore more conditions of economic blight; and
3. In which the combination of such conditions is so prevalent and so substantial that it causes a reduction of, or lack of, proper utilization of the area to such an extent that it constitutes a serious physical and economic burden on the community that cannot reasonably be expected to be reversed or alleviated by private enterprise or governmental action, or both, without redevelopment.

Urbanization

Section 33320.1 of the CRL requires that the area proposed for redevelopment be predominantly urbanized. This means that not less than 80% of the area is either of the following:

- Has been or is developed for urban uses
- Is an integral part of one or more areas developed for urban uses that are surrounded or substantially surrounded by parcels that have been or are developed for urban uses.

Physical Blight

According to CRL Section 33031(a), the following conditions are the physical characteristics that cause blight:

- Buildings in which it is unsafe or unhealthy for persons to live or work. These conditions may be caused by serious building code violations, serious dilapidation and deterioration caused by long-term neglect, construction that is vulnerable to serious damage from seismic or geologic hazards, and faulty or inadequate water or sewer utilities
- Conditions that prevent or substantially hinder the viable use or capacity of buildings or lots. These conditions may be caused by buildings of substandard, defective, or obsolete design or construction given the present general plan, zoning, or other development standards
- Adjacent or nearby incompatible land uses that prevent the development of those parcels or other portions of the project area
- The existence of subdivided lots that are in multiple ownership and whose physical development has been impaired by their irregular shapes and inadequate sizes, given present general plan and zoning standards and present market conditions

Economic Blight

According to CRL Section 33031(b), the following conditions are the economic characteristics that cause blight:

- Depreciated or stagnant property values
- Impaired property values, due in significant part, to hazardous wastes on property where the agency may be eligible to use its authority
- Abnormally high business vacancies, abnormally low lease rates, or an abnormally high number of abandoned buildings
- A serious lack of necessary commercial facilities that are normally found in neighborhoods, including grocery stores, drug stores, and banks and other lending institutions
- Serious residential overcrowding that has resulted in significant public health or safety problems.
- An excess of bars, liquor stores, or adult-oriented businesses that has resulted in significant public health, safety, or welfare problems.
- A high crime rate that constitutes a serious threat to the public safety and welfare.

Not every parcel of land in a redevelopment area must be blighted. Unblighted land may be included if it is necessary for effective redevelopment and not included solely to collect tax increment revenue.

The "Five-Part Test"

In conclusion, a redevelopment area must pass five basic tests. Land being considered for inclusion in a redevelopment project area:

1) Must be urbanized (as defined above).
2) Must have prevalent physical and economic blight (as defined above).
3) The blight must cause a lack of proper utilization of the area.
4) The improper utilization must be a serious burden on community.
5) The burden cannot be reversed by private enterprise acting alone, by the City acting alone, or by both acting together without the assistance of a redevelopment agency.

The analysis in this Study derived from looking at properties in eastern Lodi based on these definitions and the "five-part test" on a general level. If the adoption process is started by the Agency, then detailed studies will begin to research and document blight and urbanization. Changes to the boundaries may be needed after additional study.

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GENERAL OBSERVATIONS

At first look, the properties in eastern Lodi should, theoretically, have very few problems. Consider that Lodi is served by a well-traveled freeway, has an established wine industry, and the nearby population has a per capita income 8% higher than the County.[1]

However, when looked at in more detail, portions of the community appear to be suffering from a variety of adverse conditions. Building deterioration, obsolete commercial structures, piecemeal development, antiquated parcel shapes and sizes, junk and equipment openly stored, and old or nonexistent infrastructure are just some of the problems that contribute to the overall decline of the community.

To begin the process of preliminarily evaluating existing conditions in the eastern Lodi area (the "Study Area"), general field surveys were conducted. Properties in the Study Area were evaluated on a block-by-block basis, using the blight definitions described in the CRL, as discussed earlier.

This preliminary research included general observations of conditions in the Study Area as well as parcel-specific data from the San Joaquin County Assessor. A database was then prepared to store and retrieve information. This database will be updated and expanded throughout the adoption process, if the Agency chooses to begin such an endeavor.

The remainder of this section will discuss initial findings within the boundaries of the Study Area. These findings are not meant to fulfill the blight documentation required by law; rather, they are intended to be used as a general description of existing conditions to determine Survey Area boundaries and recommendations regarding additional steps.

[1] *1999 income, 2000 United States Census and City of Lodi.*

Buildings That Are Unsafe or Unhealthy

While there is a significant amount of building deterioration in the Study Area, the bulk of it does not appear to be life-threatening. The type of deterioration observed is more of a hindrance to the vitality of current uses, and a virtual roadblock for future improvements because it is an economic burden. Therefore, it will be discussed in more detail in the next section.

However, based on construction dates from the Assessor, thousands of structures in the Study Area are likely to contain asbestos, lead-based paint, or other common hazardous materials. This does not necessarily mean that these structures are contaminated, but any expansion, modernization, or other rehabilitation project is severely limited due to the costs involved with abating these once-popular building materials.

These building materials are dangerous enough because of the inherent health and safety risks, but the related physical and economic burdens can also force an area into stagnation. This may be partially to blame for the apparent lack of reinvestment in the Study Area. However, if the area is included in a redevelopment project, financial assistance could be available.

Other forms of hazardous materials may exist in the auto-related businesses along Cherokee Lane and Kettleman Lane, and in the industrial areas by the railroad tracks and east of Highway 99. Historically, these types of uses, which include auto repair, body shops, and light and heavy manufacturing, are notorious for contaminating air, soil, and groundwater. Additional study would be required to determine if such problems exist.

Significant code violations in the areas with high concentrations of deteriorated structures may also show structures that are unsafe or unhealthy to occupy. Such code violations may include unpermitted construction, inadequate building materials, unsafe wiring, or other dangerous problem. Discussions with the City's code enforcement staff will be necessary to fully characterize this condition.

Conditions That Prevent or Hinder Viable Uses of Buildings or Lots

There appear to be several conditions that harm the properties in the Study Area, including building deterioration, commercial obsolescence, and inadequate infrastructure.

Building deterioration was observed throughout the Study Area, with a significant number of buildings in need of moderate-to-major repairs

or substantial rehabilitation. The most severe conditions include damaged roofs and exterior walls, bare plywood or other inappropriate building material, wood rot, chunks of missing plaster or stucco, and large areas of peeling paint. These conditions were observed in commercial and residential portions of the Study Area.

Commercial obsolescence appears to have been a problem in the Study Area for a long time. Antiquated façades; neighboring buildings with a variety of setbacks, heights, styles, and exterior treatments; limited display areas; old motels; and buildings constructed for specific uses but no longer housing those uses are plentiful.

It is clear that commercial development in the Study Area has occurred in a piecemeal fashion, and without any coordinated effort. The hodgepodge development pattern has led to a variety of site layouts, multiple curb cuts, and signage that creates a visual and functional chaos. The symptoms of obsolescence are costly to alleviate, but must be addressed for the overall economic health of the area.

The lack of adequate public facilities also has a major negative affect on properties in the Study Area. Initial observations reveal the following problems throughout the Study Area:

- Streets in poor condition
- Curbs, gutters, and sidewalks in poor condition (or non-existent)
- Drainage problems
- Lack of parking
- Exposed utility lines
- Lack of landscaping

Other infrastructure items that are not visible, but are likely to be needed, include upgrades to sewer and water lines. These improvements may require significant amounts of funding, which are simply not available. The City is not in a financial position to pay for all of the improvements that are needed in the Study Area, and the private sector has neither the funds nor the authority to do so.

However, one of the basic elements of improving an area through redevelopment is the construction of public facilities and infrastructure. If this project is adopted, funds will be in place to "bridge the gap" between what is needed and what is available.

Incompatible Uses

The piecemeal development discussed previously creates changing land use patterns and, in turn, incompatible and nonconforming uses.

This situation is especially pronounced along Cherokee Lane, Kettleman Lane, Sacramento Street, Lockeford Street, Stockton Street, Lodi Avenue, and Central Avenue. In these areas, residences are located in commercial and industrial areas, and/or are abutting commercial and industrial uses with no buffers of any kind.

Without redevelopment, the abatement of incompatible uses is highly unlikely, because owners, especially absentee owners, are unlikely to invest money in such properties in such a manner as to eliminate any incompatibilities by replacing one use for another, through screening, or through any other means. These lots are themselves relatively small, making conversion to more intense use impossible without parcel assembly. Consequently, the transformation of incompatible uses and small parcels into an area more easily developed for its intended uses is infeasible and, therefore, is a substantial burden on the community.

Irregular Parcels

A significant characteristic of blight in the Study Area is the lack of adequate commercial land. For example, along Sacramento Street the average commercial parcel size is only 0.23 acre, and 93% are under 0.50 acre. These are unusually small parcels and not large enough to accommodate modern development or allow existing businesses to expand. Industrial uses along Sacramento Street are equally constricted with an average of 0.58 acre, including 81% that are less than 1.00 acre. Parcels that are too small result in buildings that are too small, which does not provide an adequate return of the investment to the business or property owner.

When these situations occur, stores have minimal setbacks (if any) with cramped parking lots, multiple curb cuts, and are "wedged" into mid-block locations with no regard for how they look or function with neighboring properties. This leads to an overall obsolescence of the Study Area, as discussed earlier. Generally, it is not a particularly attractive – or convenient – place to shop or do business. Buildings are poorly maintained, products are difficult to see from the busy corridors, access and parking are often difficult, signage is out-of-date and inconsistent, businesses and residences appear to be randomly placed on their properties without adequate buffers, and pedestrian amenities are lacking.

Property Values and Lack of Investment

An evaluation of current property values reported by the County Assessor shows that single-family residential, multi-family residential and commercial uses in the Study Area are assessed much lower than those in the rest of the City (see table below). Only industrial uses

were higher, but only by 2%. This may likely be attributed to the fact that nearly all of the City's industrial uses are located in the Study Area, thereby making a small sample size for the remainder of the City.

Use	Study Area $/Acre	Remainder of City $/Acre
Commercial	25	36
Industrial	17	15
Single-Family Residential	24	33
Multi-Family Residential	29	83

Additional value analyses are needed to fully characterize this condition. However, these data prove that properties in the Study Area are not holding their values, which is indicative of a blighted area.

Vacancies

Vacant commercial and industrial units were observed throughout the Study Area, and illustrate the complex nature of blight. Poor physical conditions lead to decreased values and sales, which, in turn, lead to poor economic conditions. Vacancies not only give the area a run-down look and reduce local job opportunities, but they do not generate sales tax revenue, frequently lower surrounding property values, increase crime and the risk of fire, and pose hazards to children.

Empty buildings exhibiting characteristics of neglect and abandonment such as broken windows, abandoned garbage, or other such indications of neglect, are typically regarded as attractive nuisances and neighborhood burdens. Additionally, the standard concept of "The Broken Window Effect", which is widely accepted in professional planning literature, points strongly to a very high degree of correlation between apparent building abandonment and crime.

Successful implementation of a redevelopment program can address vacancies by providing incentives to attract new businesses, or facilitating parcel assembly, which could create properties that are viable in today's market.

Lack of Necessary Commercial Facilities

A number of basic neighborhood services appear to be lacking in the Study Area. For example, there are very few supermarkets and drug stores located in or near the Study Area. Banks and financial institutions are slightly more prevalent, but it is clear that the businesses in the Study Area are oriented more to travelers along Highway 99 and Kettleman Lane than to the local population.

Additional study will be needed to fully assess this issue.

Residential Overcrowding

Although some signs of residential overcrowding were observed – converted garages, multiple vehicles parked during the day, etc. – it is not likely to be a significant problem. A check of census data will be necessary, but this does not appear to be a condition of blight that seriously affects the Study Area.

Excess of Adult Businesses

Some drinking establishments were observed along major corridors, and there is a topless bar and massage parlor on Cherokee Lane. If the adoption process begins, an analysis will be needed to quantify the number of adult businesses in the area. In addition, various City departments will be contacted to see if there is a connection between such businesses and public health, safety, or welfare.

High Crime

Crime statistics were not analyzed for the scope of this Study, so the impact of crime on the Study Area is not known. However, the transient nature of uses along Cherokee Lane and Kettleman Lane (with a mix of motels, liquor stores, auto repair, etc.) often creates higher crime. In addition, most, if not all, commercial uses in the eastern portion of Lodi are likely to be included in any future redevelopment area. Therefore, the shear number of commercial units alone would suggest it is one of the higher crime areas of the City.

If the City Council elects to begin the adoption process, details from the City's Police Department will be important to characterize the extent of crime in the Study Area.

SUMMARY OF OBSERVATIONS

The results of the initial field work show that conditions of blight exist throughout the Study Area. The matrix below summarizes specific

physical and economic conditions of blight that were found. The matrix also provides a measure of the extent of each condition based on initial preliminary observations.

Each characteristic of blight (as defined by the CRL) was evaluated and given an initial ranking of "minor," "moderate," or "extensive," based on the following criteria:

Minor - Of limited extent or importance throughout the entire area, but may be concentrated in one particular location. Not in and of itself a significant blighting characteristic, but may contribute to other conditions of blight.

Moderate - While not widely spread or of major importance, it is a major blight characteristic in one or a few areas. Contributes significantly to overall blight, but not a prevalent characteristic of blight in and of itself.

Extensive - Of widespread extent and importance throughout the entire area, and is a commonly found characteristic in most, if not all, of the area. In and of itself can be considered a prevalent characteristic of blight.

PHYSICAL CONDITIONS OF BLIGHT

PHYSICAL CONDITION	PRESENCE	EXTENT	NOTES
Buildings in which it is unsafe or unhealthy for persons to live or work. These conditions may be caused by serious building code violations, serious dilapidation and deterioration caused by long-term neglect, construction that is vulnerable to serious damage from seismic or geologic hazards, and faulty or inadequate water or sewer utilities	Yes	Minor/ Moderate	Severe building dilapidation is relatively minor; however, code violations could be extensive and there is a significant likelihood of hazardous material presence with asbestos and lead-based paint.
Conditions that prevent or substantially hinder the viable use or capacity of buildings or lots. These conditions may be caused by buildings of substandard, defective, or obsolete design or construction given the present general plan, zoning, or other development standards	Yes	Extensive	Significant commercial obsolescence. Significant infrastructure deficiencies. Significant building rehabilitation and maintenance needs. Obvious piecemeal development with no apparent plan. Minimal construction and design standards. Lack of landscaping and pedestrian amenities in commercial areas.
Adjacent or nearby incompatible land uses that prevent the development of those parcels or other portions of the project area	Yes	Moderate/ Extensive	Many residences are located adjacent to commercial and industrial uses without adequate buffers. There are also residences located in commercial and industrial areas.
The existence of subdivided lots that are in multiple ownership and whose physical development has been impaired by their irregular shapes and inadequate sizes, given present general plan and zoning standards and present market conditions	Yes	Moderate/ Extensive	Many commercial parcels too small or too oddly shaped for expansion or new modern development.

ECONOMIC CONDITIONS OF BLIGHT

ECONOMIC CONDITION	PRESENCE	EXTENT	NOTES
Depreciated or stagnant property values	Yes	Moderate/ Extensive	Property values in Study Area are lower than rest of City. Many commercial and industrial buildings are obsolete and have not seen much reinvestment, if at all. Lack of adequate parcel shapes and sizes hinders economic growth.
Impaired property values, due in significant part, to hazardous wastes on property where the agency may be eligible to use its authority	Likely	Moderate/ Extensive	Number of auto-related business and manufacturing uses indicates an existence of hazardous materials.
Abnormally high business vacancies, abnormally low lease rates, or an abnormally high number of abandoned buildings	Yes	Minor/ Moderate	Number of vacancies appears to be above normal, and have been vacant for extended periods, which adds to decline of area.
A serious lack of necessary commercial facilities that are normally found in neighborhoods, including grocery stores, drug stores, and banks and other lending institutions	Yes	Moderate	Adequate and modern neighborhood commercial uses, such as supermarkets and drug stores, are lacking in the area.
Serious residential overcrowding that has resulted in significant public health or safety problems	Unlikely, but possible	Unknown	Residential overcrowding does not appear to be a problem, but additional study is needed.
An excess of bars, liquor stores, or adult-oriented businesses that has resulted in significant in public health, safety, or welfare problems	Possible	Unknown	Adult uses exist in the form of a topless bar, massage parlor, and several liquor-related establishments. Additional study is needed.
A high crime rate that constitutes a serious threat to the public safety and welfare	Likely	Moderate/ Extensive	Poor building conditions and commercial uses oriented to travelers often result in higher crime areas. Police statistics will be needed to fully characterize.

Urbanization

There are only about 84 acres of vacant land in the entire Study Area, mostly small lots spread throughout. However, most, if not all, of the vacant land is substantially surrounded by developed urban uses, which means it is counted as urbanized according to the CRL. The result is that the Study Area appears to fall safely within the 80% threshold of urbanized land, and is likely to be 100% urbanized.

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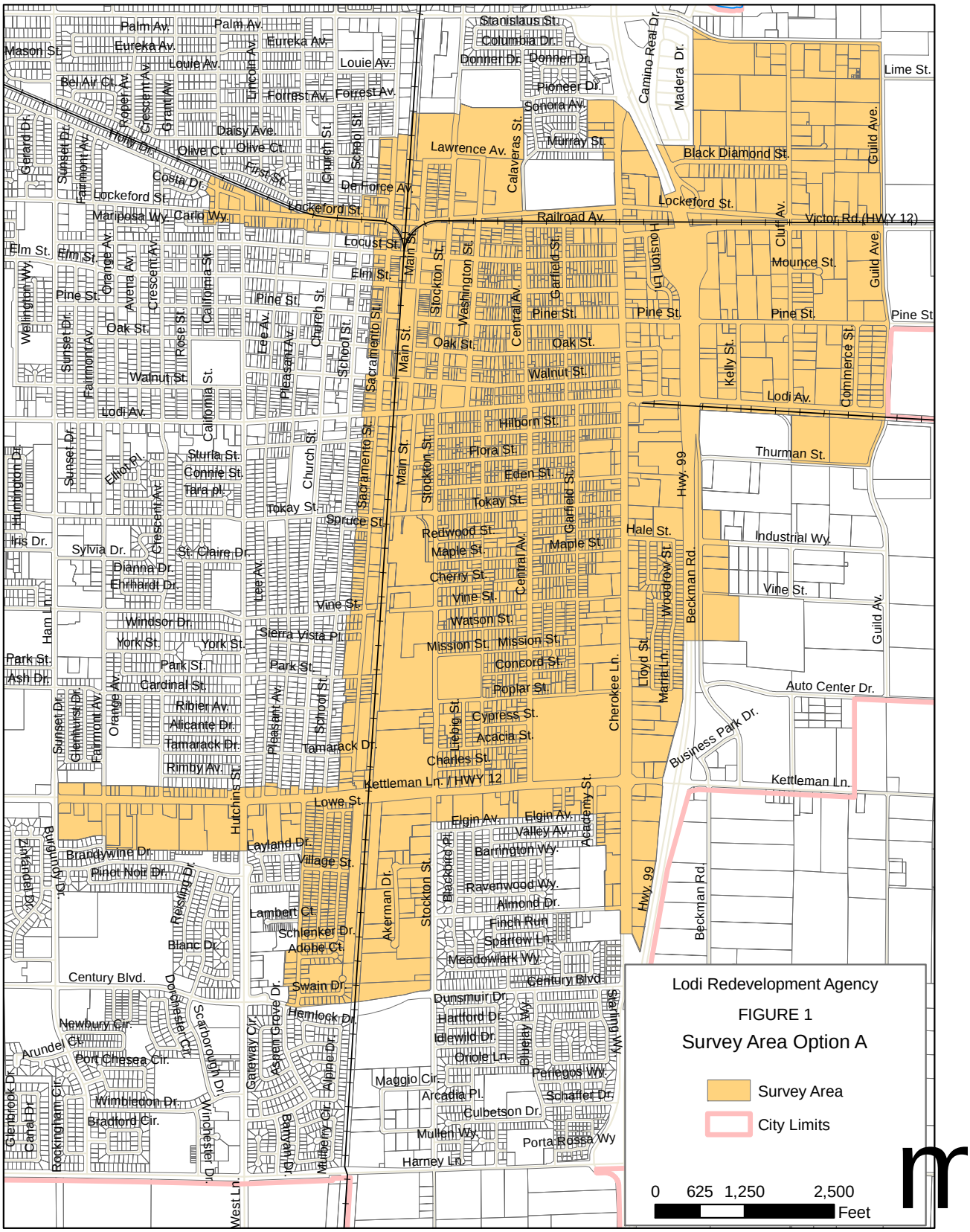
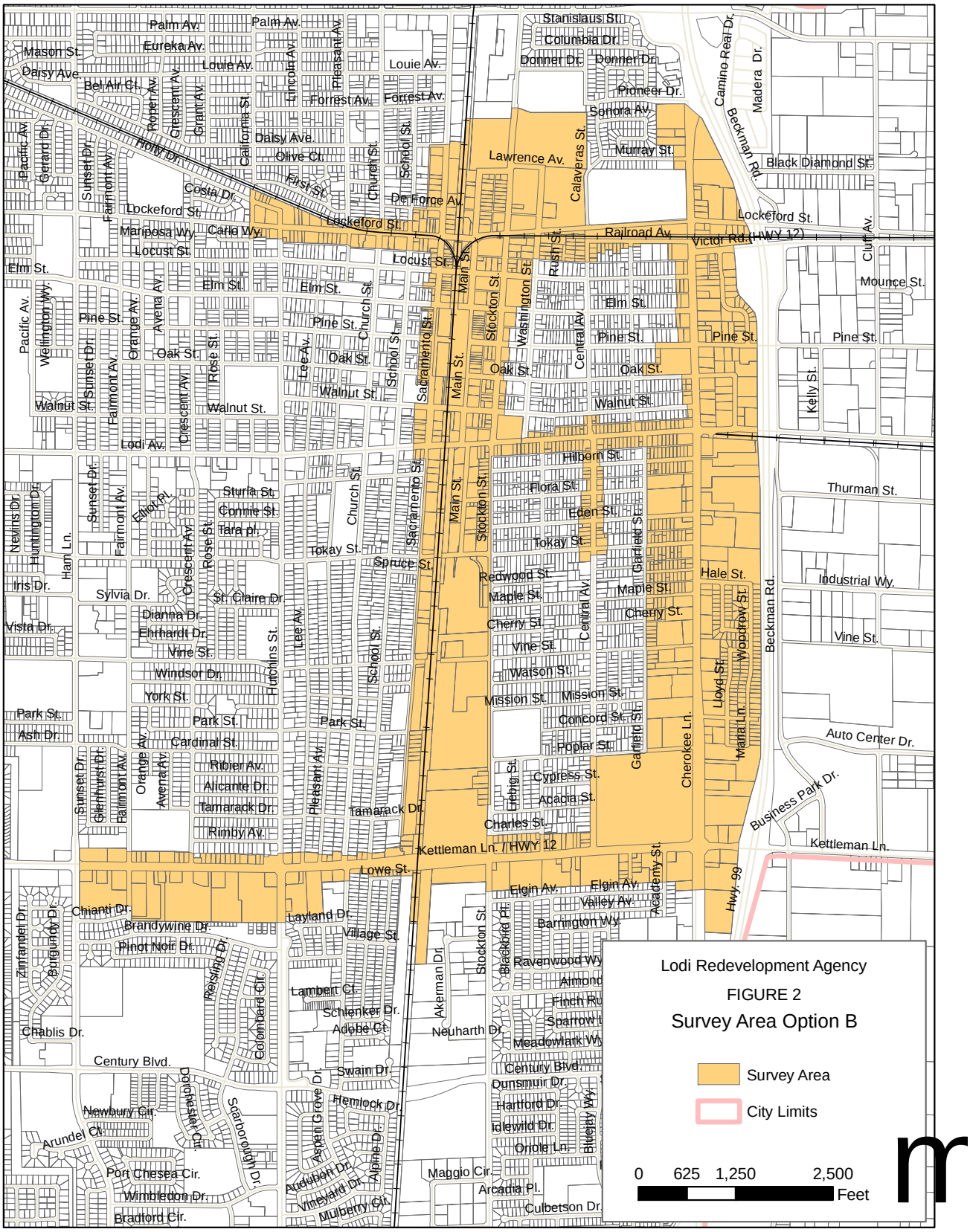
SURVEY AREA BOUNDARIES

After reviewing the properties in the Study Area, it is recommended that for comparative purposes the Agency consider two boundary options for the formal Survey Area: One, Option A, includes all properties that appear to qualify for redevelopment under the CRL (see Figure 1); and two, Option B, focuses only on the corridors of the Study Area (see Figure 2).

An analysis of the two options, as well as a recommendation, is included in the following chapters.


Lodi Redevelopment Agency
FIGURE 1
Survey Area Option A
Survey Area
City Limits
0 625 1,250 2,500
Feet


Lodi Redevelopment Agency
FIGURE 2
Survey Area Option B
Survey Area
City Limits
0 625 1,250 2,500
Feet
Palm Av.
Eureka Av.
Mason St.
Daisy Ave.
Louie Av.
Bel Air Ct.
Forrest Av.
Daisy Ave.
Olive Ct.
First St.
Holly Dr.
Costa Dr.
Lockeford St.
Mariposa Wy.
Carle Wy.
Locust St.
Elm St.
Pine St.
Oak St.
Walnut St.
Lodi Av.
Stanislaus St.
Columbia Dr.
Donner Dr.
Pioneer Dr.
Sonora Av.
Murray St.
Lawrence Av.
Calaveras St.
De Force Av.
Railroad Av.
Victor Rd.(HWY 12)
Camino Real Dr.
Madera Dr.
Beckman Rd.
Black Diamond St.
Cluff Av.
Mounce St.
Kelly St.
Main St.
Stockton St.
Washington St.
Rush St.
Central Av.
Sacramento St.
Church St.
School St.
Lee Av.
Rose St.
Crescent Av.
Fairmont Av.
Sunset Dr.
Pacific Av.
Wellington Wy.
Orange Av.
Avena Av.
Pacific Av.
Gerard Dr.
Hilborn St.
Flora St.
Eden St.
Tokay St.
Spruce St.
Redwood St.
Maple St.
Cherry St.
Vine St.
Watson St.
Mission St.
Concord St.
Poplar St.
Cypress St.
Acacia St.
Charles St.
Kettleman Ln. / HWY 12
Lowe St.
Elgin Av.
Valley Av.
Barrington Wy.
Ravenwood Wy.
Almond
Finch Ru
Sparrow
Meadowlark Wy.
Century Blvd.
Dunsmuir Dr.
Hartford Dr.
Idlewild Dr.
Oriole Ln.
Maggio Cir.
Arcadia Pl.
Culbetson Dr.
Thurman St.
Hale St.
Industrial Wy.
Vine St.
Auto Center Dr.
Business Park Dr.
Kettleman Ln.
Hwy. 99
Cherokee Ln.
Garfield St.
Woodrow St.
Lloyd St.
Maria Ln.
Beckman Rd.
Sturla St.
Connie St.
Tara pl.
Elliot Pl.
Sylvia Dr.
St. Claire Dr.
Dianna Dr.
Ehrhardt Dr.
Windsor Dr.
York St.
Park St.
Cardinal St.
Ribier Av.
Alicante Dr.
Tamarack Dr.
Rimby Av.
Hutchins St.
Pleasant Av.
Lincoln Av.
Grant Av.
Roper Av.
California St.
Sunset Dr.
Glenhurst Dr.
Fairmont Av.
Orange Av.
Avena Av.
Nevins Dr.
Huntington Dr.
Ham Ln.
Iris Dr.
Vista Dr.
Park St.
Ash Dr.
Chianti Dr.
Brandywine Dr.
Pinot Noir Dr.
Zinfandel Dr.
Burgundy Dr.
Reisling Dr.
Colombard Cir.
Lambert Ct.
Schlenker Dr.
Adobe Ct.
Chablis Dr.
Century Blvd.
Newbury Cir.
Arundel Ct.
Dorchester Cir.
Scarborough Dr.
Port Chesea Cir.
Wimbledon Dr.
Bradford Cir.
Swain Dr.
Hemlock Dr.
Aspen Grove Dr.
Alpine Dr.
Audubon Dr.
Vineyard Dr.
Mulberry Cir.
Akerman Dr.
Neuharth Dr.
Stockton St.
Blackbird Pl.
Academy St.
Lirebig St.
Bluejay Wy.

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FINANCIAL PROJECTIONS

This part of the feasibility study includes preliminary tax increment projections for the two alternative Survey Area boundaries, as shown on Tables 1 and 2. The property values shown on the tables are based on the actual 2007-08 secured value for parcels that are in each of the alternative boundaries. For purposes of the projections, we have assumed that the City would adopt a Redevelopment Plan by July 2008, which would make 2007-08 the base year. The first year for receipt of tax increment would be 2009-10. We have shown the projections over a 30 year period, since this would correspond with the period when the Plan would be effective. The Agency would also be eligible to receive tax increment for up to 45 years, but the final 15 years would be limited to the repayment of debt.

The projections are, in part, based on new development/redevelopment activities that could take place within the Survey Area. The assumptions for new development are, in part, based on information provided by City staff. All projections have been made on the basis of currently allowable development under the City's General Plan. Should land uses change in the future, the scope and type of development will be different than that shown used in the projections. The chart below shows the potential scope of development.

Commercial Square Footage	Industrial Square Footage
666,000	924,800

The other source for tax increment growth would be turnover of property. In order to evaluate this, we have looked at the growth in taxable values over the past five years in the general area of the two

boundary alternative. Overall, taxable values have been growing in a range of between 5 to 7 percent per year. This has occurred during a period of rapidly escalating property values. For purposes of the projections, we have assumed a 5 percent growth in taxable values.

Overall, total cumulative tax increment has been estimated on both a future dollar basis and on a net present value basis (adjusted for inflation). The amounts are shown in the chart below:

Scenario	Future Dollars	Net Present Value Dollars
Survey Area Option A	$440.1 Million	$171.1 Million
Survey Area Option B	$277.1 Million	$108.2 Million

We have reduced total tax increment by the following adjustments and liens.

1. Property Tax Administration Fees: State law allows counties to charge taxing entities, including redevelopment agencies, for the cost of administering the property tax collection system. The fees have been estimated and shown on Tables 1 and 2.
2. AB 1290 Payments: Pursuant to 1994 legislation, AB 1290, the Agency would be required to make payments to the affected taxing entities from tax increment generated in a project area. The tax sharing payments are based on a three tier formula. All payments are made after the Agency's deposit to its housing set-aside. The chart below shows how such payments are calculated.

Tier	Payment Required
Tier 1	25% of total tax increment during the entire term the Agency receives tax increment.
Tier 2	Beginning in the 11th year that the Agency receives tax increment, an additional payment equal to 21% of the tax increment attributable to growth above year 10 levels.
Tier 3	Beginning in the 31st year that the Agency receives tax increment, an additional payment equal to 14% of the tax increment attributable to growth above year 30 levels.

After reductions for the above liens, tax increment under each alternative is shown in the chart below.

Scenario	Future Dollars	Net Present Value Dollars
Survey Area Option A	$331.9 Million	$130.9 Million
Survey Area Option B	$210.1 Million	$83.2 Million

The Agency will also be required to use at least 20% of the total tax increment it receives for affordable housing projects and programs. The amount available for such activities will range from $88 million (Option A) to $55 million (Option B), in future dollars. In present value terms, the range is estimated to be from $34 million (Option A) to $22 million (Option B).

To put these numbers in perspective, five miles of landscaped medians would cost an estimated $2.5 million, a 10,000 square foot youth or senior center costs $6.2 to $7.0 million, or street reconstruction for up to five miles of streets would cost $3.3 million. Five miles of replacement water mains would cost $6.1 million. Replacing five miles of sewer mains would cost an estimated $3.4 million.

The above numbers are examples only. Refined program costs will be developed as part of the detailed area documentation.

Table 1
City of Lodi
Redevelopment Feasibility Study

TAX INCREMENT PROJECTION - SURVEY AREA OPTION A
(000's Omitted)

Fiscal Year	Escalated (1) Prior Year Value	New (2) Development	Total Value	Value Over Base Of 780,025	(3) Tax Increment	(4) Property Tax Admin. Fees	(5) Statutory Payments	Total Tax Increment Retained By Agency
2007 - 2008			N/A	N/A	N/A	N/A	N/A	N/A
2008 - 2009	819,026	0	819,026	39,001	N/A	N/A	N/A	N/A
2009 - 2010	859,977	0	859,977	79,953	800	16	126	657
2010 - 2011	902,976	8,391	911,367	131,342	1,313	26	208	1,080
2011 - 2012	956,935	24,760	981,696	201,671	2,017	40	319	1,658
2012 - 2013	1,030,780	32,149	1,062,929	282,905	2,829	57	447	2,325
2013 - 2014	1,116,076	19,060	1,135,135	355,111	3,551	71	561	2,919
2014 - 2015	1,191,892	19,511	1,211,403	431,378	4,314	86	682	3,546
2015 - 2016	1,271,973	18,279	1,290,252	510,227	5,102	102	806	4,194
2016 - 2017	1,354,765	76,786	1,431,551	651,526	6,515	130	1,029	5,356
2017 - 2018	1,503,129	76,546	1,579,674	799,649	7,996	160	1,263	6,573
2018 - 2019	1,658,658	27,080	1,685,737	905,713	9,057	181	1,431	7,445
2019 - 2020	1,770,024	12,589	1,782,613	1,002,589	10,026	201	1,713	8,113
2020 - 2021	1,871,744	1,427	1,873,171	1,093,147	10,931	219	1,976	8,737
2021 - 2022	1,966,830	0	1,966,830	1,186,805	11,868	237	2,248	9,382
2022 - 2023	2,065,171	0	2,065,171	1,285,147	12,851	257	2,534	10,060

Fiscal Year	Escalated (1) Prior Year Value	New (2) Development	Total Value	Value Over Base Of 780,025	(3) Tax Increment	(4) Property Tax Admin. Fees	(5) Statutory Payments	Total Tax Increment Retained By Agency
2023 - 2024	2,168,430	0	2,168,430	1,388,405	13,884	278	2,834	10,772
2024 - 2025	2,276,851	0	2,276,851	1,496,827	14,968	299	3,150	11,519
2025 - 2026	2,390,694	0	2,390,694	1,610,669	16,107	322	3,480	12,304
2026 - 2027	2,510,229	0	2,510,229	1,730,204	17,302	346	3,828	13,128
2027 - 2028	2,635,740	0	2,635,740	1,855,715	18,557	371	4,193	13,993
2028 - 2029	2,767,527	0	2,767,527	1,987,502	19,875	398	4,576	14,902
2029 - 2030	2,905,903	0	2,905,903	2,125,879	21,259	425	4,978	15,855
2030 - 2031	3,051,199	0	3,051,199	2,271,174	22,712	454	5,401	16,857
2031 - 2032	3,203,759	0	3,203,759	2,423,734	24,237	485	5,844	17,908
2032 - 2033	3,363,946	0	3,363,946	2,583,922	25,839	517	6,310	19,013
2033 - 2034	3,532,144	0	3,532,144	2,752,119	27,521	550	6,799	20,172
2034 - 2035	3,708,751	0	3,708,751	2,928,726	29,287	586	7,312	21,389
2035 - 2036	3,894,189	0	3,894,189	3,114,164	31,142	623	7,851	22,667
2036 - 2037	4,088,898	0	4,088,898	3,308,873	33,089	662	8,417	24,009
2037 - 2038	4,293,343	0	4,293,343	3,513,318	35,133	703	9,012	25,419
Cumulative Totals					**440,084**	**8,802**	**99,329**	**331,953**
Net Present Value (6)					**171,074**	**3,421**	**36,732**	**130,921**

(1) Future year property values increased at 5 percent per year.
(2) See Report for new development assumptions.
(3) Based on the application of the 1 percent tax rate to incremental value.
(4) Estimated based on 2 percent of tax increment.
(5) Payments per the provisions of AB 1290. Amount shown is net of the City share.
(6) Net present value calculated at 5 percent discount rate.

Table 2
City of Lodi
Redevelopment Feasibility Study

TAX INCREMENT PROJECTION - SURVEY AREA OPTION B
(000's Omitted)

Fiscal Year	Escalated (1) Prior Year Value	New (2) Development	Total Value	Value Over Base Of 369,470	(3) Tax Increment	(4) Property Tax Admin. Fees	(5) Statutory Payments	Total Tax Increment Retained By Agency
2007 - 2008			N/A	N/A	N/A	N/A	N/A	N/A
2008 - 2009	387,944	0	387,944	18,474	N/A	N/A	N/A	N/A
2009 - 2010	407,341	0	407,341	37,871	379	8	60	311
2010 - 2011	427,708	8,391	436,099	66,629	666	13	105	548
2011 - 2012	457,904	24,760	482,664	113,194	1,132	23	179	930
2012 - 2013	506,798	32,149	538,947	169,476	1,695	34	268	1,393
2013 - 2014	565,894	19,060	584,953	215,483	2,155	43	340	1,771
2014 - 2015	614,201	19,511	633,712	264,241	2,642	53	418	2,172
2015 - 2016	665,397	18,279	683,676	314,206	3,142	63	496	2,583
2016 - 2017	717,860	76,786	794,647	425,176	4,252	85	672	3,495
2017 - 2018	834,379	76,546	910,924	541,454	5,415	108	855	4,451
2018 - 2019	956,471	27,080	983,550	614,080	6,141	123	970	5,048
2019 - 2020	1,032,728	12,589	1,045,317	675,846	6,758	135	1,150	5,473
2020 - 2021	1,097,583	1,427	1,099,010	729,540	7,295	146	1,306	5,844
2021 - 2022	1,153,960	0	1,153,960	784,490	7,845	157	1,466	6,222
2022 - 2023	1,211,658	0	1,211,658	842,188	8,422	168	1,633	6,620
2023 - 2024	1,272,241	0	1,272,241	902,771	9,028	181	1,810	7,038
2024 - 2025	1,335,853	0	1,335,853	966,383	9,664	193	1,994	7,476
2025 - 2026	1,402,646	0	1,402,646	1,033,176	10,332	207	2,189	7,936

Fiscal Year	Escalated (1) Prior Year Value	New (2) Development	Total Value	Value Over Base Of 369,470	(3) Tax Increment	(4) Property Tax Admin. Fees	(5) Statutory Payments	Total Tax Increment Retained By Agency
2026 - 2027	1,472,778	0	1,472,778	1,103,308	11,033	221	2,393	8,420
2027 - 2028	1,546,417	0	1,546,417	1,176,947	11,769	235	2,607	8,927
2028 - 2029	1,623,738	0	1,623,738	1,254,268	12,543	251	2,831	9,460
2029 - 2030	1,704,925	0	1,704,925	1,335,455	13,355	267	3,067	10,020
2030 - 2031	1,790,171	0	1,790,171	1,420,701	14,207	284	3,315	10,608
2031 - 2032	1,879,680	0	1,879,680	1,510,210	15,102	302	3,575	11,225
2032 - 2033	1,973,664	0	1,973,664	1,604,194	16,042	321	3,849	11,872
2033 - 2034	2,072,347	0	2,072,347	1,702,877	17,029	341	4,136	12,553
2034 - 2035	2,175,965	0	2,175,965	1,806,494	18,065	361	4,437	13,267
2035 - 2036	2,284,763	0	2,284,763	1,915,292	19,153	383	4,753	14,017
2036 - 2037	2,399,001	0	2,399,001	2,029,530	20,295	406	5,085	14,804
2037 - 2038	2,518,951	0	2,518,951	2,149,481	21,495	430	5,434	15,631
Cumulative Totals					**277,050**	**5,541**	**61,393**	**210,115**
Net Present Value (6)					**108,222**	**2,164**	**22,845**	**84,213**

(1) Future year property values increased at 5 percent per year.
(2) See Report for new development assumptions.
(3) Based on the application of the 1 percent tax rate to incremental value.
(4) Estimated based on 2 percent of tax increment.
(5) Payments per the provisions of AB 1290. Amount shown is net of the City share.
(6) Net present value calculated at 5 percent discount rate.

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PRELIMINARY PROJECTS AND PROGRAMS

This section of the report provides information on the types of activities redevelopment agencies engage in as a means to alleviate blight and includes a discussion of general methods found for financing redevelopment.

One set of programs that the Agency may implement would be in the area of economic development. Adoption of a redevelopment project area would provide the Agency with the tools to alleviate blight in part by encouraging new commercial, mixed use, and residential development in the area through a variety of redevelopment programs. The Agency may enter into public private partnerships by assisting with land assembly, site preparation, offsite improvements, disposition of property, and relocation assistance to existing property owners and tenants.

The Agency could also encourage existing property owners and businesses to upgrade the exterior of buildings, correct code violations, renovate the interior of buildings and assist in installing fire suppression systems. Such a program could provide deferred payment and low interest loans to property owners to make the types of improvements described above. Expenses could also be reimbursed to business owners for façade improvements.

Another major area where projects may be undertaken would be the installation of needed infrastructure. Projects in this area could include one or more of the following:

1) Improvements to public streets including the installment of lighting needed and desired in existing neighborhoods, and the construction of curbs, gutters and sidewalks.
2) Storm drainage and water quality improvements.
3) Improvements to pedestrian and bicycle facilities and linkage with other existing bicycle and pedestrian facilities in the community.

4) Install and construct other public improvements to eliminate blight and improve the local economy of the area, including parking and transit facilities.

Finally, the Agency would likely be involved in various types of programs to create more affordable housing in the area. A variety of projects may be undertaken, including:

First-Time Homebuyer Assistance Programs: Programs designed to assist first-time homebuyers to purchase homes. Housing set-aside monies could be used provide second mortgages to bridge the gap between the first mortgage and purchase prices.

Match to State and Federal Grants: Funds could also be used to match other grants to provide a variety of housing opportunities.

Land Banking: Identify and purchase key properties that may not be suitable for development at this time, but will be suitable for housing or mixed-use development in the future. In some cases, land banking and site assembly will be needed to remove constraints to development on irregularly shaped or configured parcels.

New Housing Development: New housing focused on both affordable rental and home ownership units developed in conjunction with either local non-profit or for-profit developers. Housing may be directed at special needs and/or incorporate self-help or other models.

Rehabilitation Programs: Funds to blighted properties to allow commercial, industrial, and residential property owners and tenants to rehabilitate, restore, and address code compliance issues.

RECOMMENDATION

The final step in analyzing redevelopment feasibility is to relate projected revenue to the redevelopment program designed to eliminate blight. As discussed earlier, such a program could include:

- Various economic development assistance programs designed to spur private investment
- Business attraction and retention programs
- Rehabilitation loan and grant programs
- Infrastructure upgrades and improvement
- Affordable housing programs

Based on the tax increment projections, it is estimated that the Agency would have $83 - $131 million in tax increment revenue (in 2007 dollars), depending on the boundary alternative. A redevelopment project would not be expected to provide the full funding for all of the above programs, but rather would serve as one source of funding.

Because the larger boundary provides a significantly higher revenue stream for improvements, and appears to qualify under the CRL requirements, it is recommended that Option A be adopted by the City Council as the Survey Area. A document called the Preliminary Plan would then be prepared and submitted to the Planning Commission, which then selects Project Area boundaries from within the Survey Area. These actions would formally start the adoption process.

RESOLUTION NO. 2007-____

A RESOLUTION OF THE LODI CITY COUNCIL DESIGNATING A REDEVELOPMENT SURVEY AREA FOR STUDY PURPOSES, AND DIRECTING THE LODI PLANNING COMMISSION TO SELECT THE PROJECT AREA FROM ALL OR A PORTION OF THE SURVEY AREA

==========

WHEREAS, the Lodi Redevelopment Agency has initiated the process to adopt a Redevelopment Plan; and

WHEREAS, the first formal step in the adoption process is to adopt a Survey Area for study purposes to determine whether all or a portion of the Survey Area qualifies under State law for inclusion in a redevelopment area, and if it is feasible, to adopt a Redevelopment Plan for the area; and,

WHEREAS, the Agency will not have eminent domain authority in the subsequent Redevelopment Plan; and,

WHEREAS, the proposed Survey Area is graphically depicted in Exhibit "A" attached hereto, and is incorporated herein by reference; and,

WHEREAS, in accordance with Section 33322 of the California Health and Safety Code, the Lodi Planning Commission shall, at the direction of the City Council, select an area (the "Project Area") from within the boundaries of the Survey Area and formulate a Preliminary Plan for the area so selected.

NOW, THEREFORE, the Lodi City Council hereby resolves as follows:

SECTION 1: The area depicted in Exhibit "A" is hereby designated as the Redevelopment Survey Area for the Lodi Community Improvement Project Area.

SECTION 2: The Survey Area requires study to determine if adoption of a Redevelopment Plan is feasible.

SECTION 3: The Planning Commission is hereby authorized and directed, in cooperation with the Agency, to select the boundaries of the Project Area from within the Survey Area, and to formulate in accordance with the law the Preliminary Plan for the selected area.

Dated: November 7, 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 November 7, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

AGENDA ITEM K-03

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Progress Report on the City of Lodi General Plan Update

MEETING DATE: November 7, 2007

PREPARED BY: Rad Bartlam, General Plan Project Manager

RECOMMENDED ACTION: Receive progress report on the City of Lodi General Plan update.

BACKGROUND INFORMATION: Early in 2006, the City Council directed the Community Development Department to begin the process for updating the City of Lodi General Plan. On May 17, 2006, the City Council entered into a contract with the consulting firm of Dyett & Bhatia for services to update the General Plan.

On September 19, 2007, the City Council authorized the City Manager to execute a contract with myself in order to manage the program. In the past month, my time has been spent on background information including the review of all documents produced to date and interviews with a variety of interested people involved in the plan.

At this time, the following documents and/or tasks have been completed:

Stakeholder Interviews
Community Workshop #1
Community Survey
Working Papers:
- *Land Use & Transportation
- *Urban Design & Liveability
- *Growth & Economic Development
- *Greenbelt Strategies

The activities and papers listed above constitute the background conditions that the consultant team will use as the foundation for the General Plan. We are currently scheduling a joint session with the City Council and Planning Commission to receive a presentation regarding this work product. Once complete, the development of alternatives will begin.

As a side note, the City Council received a presentation from the Chamber of Commerce at a recent shirtsleeve on their "Blueprint" of recommendations for the General Plan. This report will be added to the baseline material for alternative development.

APPROVED: _____
Blair King, City Manager

SCHEDULE

The attached schedule represents the revised assumptions for completion of the various tasks for the General Plan. As shown, the Sketch Plans (Alternatives) would be completed by mid February. The alternatives will be vetted and reviewed by the public through the month of May. The Draft General Plan policy document and Environmental Impact Report being complete in November. The public review process and adoption schedule would commence in January, 2009 and the projected Final for City Council action in March, 2009.

BUDGET

After thorough review of the current product, invoices and meetings with the consultant team, I feel the program is approximately $30,000 over budget to date. I believe that some of this can be made up with the revised schedule and tasks. I do not know as to what level of change will ultimately occur. I would suggest that it is quite reasonable to have the budget within three percent of the original contract.

FISCAL IMPACT: None.

FUNDING AVAILABLE: The cost of the above work is included in the contract for the General Plan Update authorized by the City Council.

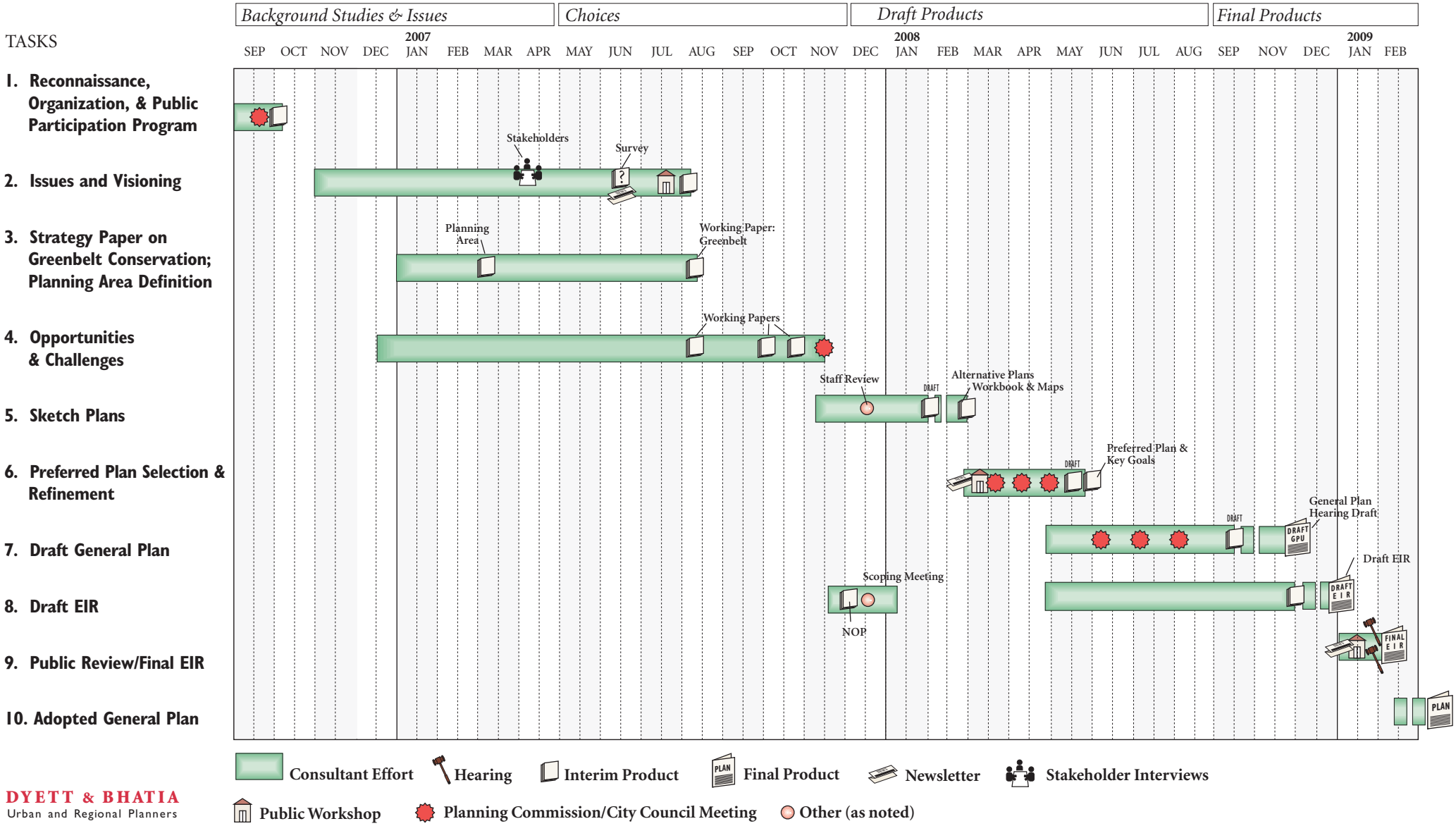
_____
Kirk Evans, Budget Manager

_____
Rad Bartlam
General Plan Project Manager

RB/jmp

Attachments: Schedule dated October 12, 2007

Schedule for the City of Lodi General Plan Update and EIR



DYETT & BHATIA
Urban and Regional Planners

October 12, 2007

AGENDA ITEM **K-04**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: **Status of San Joaquin County's Consideration of an Armstrong Road Agricultural/Cluster Zoning Classification and possible staff direction**

MEETING DATE: **November 7, 2007**

PREPARED BY: **Community Development Department**

RECOMMENDED ACTION: Review status of San Joaquin County's Consideration of an Armstrong Road Agricultural/Cluster Zoning Classification. Direct staff to proceed with follow up actions.

BACKGROUND INFORMATION: As an outgrowth of the work of the Greenbelt Task Force, in the Fall of 2006 the City developed "Lodi Agriculture/Greenbelt Community Separator General Plan and Sphere of Influence Amendments". The City prepared an environmental Initial Study and published and distributed a Notice of Intent to adopt a Negative Declaration for these proposed Amendments. The proposed Amendments in summary, would establish a General Plan designation of "Agriculture/Greenbelt for an approximately 3 ½ square miles located south of the City's existing limits (see attached exhibit). Text revisions were also proposed as well as an amendment to the City's Sphere of Influence to add an approximately 2 square mile area south of Armstrong Road to the City's future planning area. During Council deliberations of this topic, property owners and residents of the effected area requested the Council postpone their consideration to allow the property owners time to work with San Joaquin County to explore a possible alternative proposal. The Council granted the property owners their request and postponed further consideration of the proposed General Plan and Sphere of Influence Amendments for an approximate six month period.

Since the beginning of 2007, the property owners have developed a proposal "The Armstrong Road Agricultural/Cluster Zoning Classification" (see attached). This proposal was submitted to the County for consideration. This proposal would cover the area ½ mile north and south of Armstrong Road between State Route 99 and Interstate 5. At their regular meeting of June 5, 2007, the Board of Supervisors considered this proposal. The Board heard testimony and asked County Staff to prepare a supplemental report to the Board.

<u>Board Meeting of 10/23/07</u>

The supplemental report was presented to the Board at their meeting of October 23, 2007. The report provided brief information on: 1) Potential population density of the area if divided into minimum 5 acre lots (2383 people); 2) Whether the City of Lodi has approved any financial contribution to help the County pay for the development of the proposal (not at this time); 3) Businesses within the area (3 wineries, 7 dairies, 2 airports, 1 landscaping business and 1 nursery); 4) provision of public services (no public services are currently available and County Staff recommends none be provided. Further, County Staff notes the cluster concept of the proposal allows 1 acre lots which is below the minimum of 2 acres that are typically needed for on-site well, drainage and septic services); 5) Irrigation districts impacted (Woodbridge Irrigation District and the North San Joaquin Water Conservation District); 6) Impacts on

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APPROVED: _____
Blair King, City Manager

roads (8510 trips per day with 851 peak hour trips) and; 7) Number of parcels bisected by the proposal (27). County Staff noted the cost to initiate and process the required applications and EIR to create the zoning classification was estimated to be between $250,000 and $400,000. The report gave the Board 4 options: do nothing; wait for the property owners to file an application and pay the cost; the Board could initiate the process and pay the costs from the County General Fund; or include the concept in the upcoming County General Plan Update and absorb the cost in that process. County Staff expected the General Plan Update to begin in early 2008. The County Staff recommended that if the Board wished to create the zoning classification it be done as part of the Countywide General Plan Update.

There was extensive discussion and questions from the Board on this proposal. Seven speakers appeared before the Board including the Lodi Community Development Director. There was discussion of whether the new policies and procedures of LAFCO render the whole concept moot. There was also the comment by Board members that the City of Lodi should help pay the costs of this zoning classification process and Supervisor Vogel was asked to convey that information to the Lodi City Council. After the Lodi Community Development Director provided background and answered questions of the Board, the Board recognized Lodi's concern to maintain a community separator from Stockton and to insure the viability of the Lodi region's wine industry. The Board questioning where the City of Stockton was in regards to this proposed concept and called on participation from the City of Stockton.

The Board's action on this agenda item was to direct County Staff to prepare an additional report to identify staff issues of concern with the property owner's proposal (such as the one acre cluster lots,and that lots could be split via an administrative process exempt from CEQA). County Staff did not know how long it would take to develop the requested additional report and no future date for this item was established.

<u>Possible City Actions</u>

There are several actions the City could take with respect to the Armstrong Road Agricultural/Cluster Zoning proposal and the community separator concept.

1. The Council could continue to monitor the County's actions and plan to address the Armstrong Road area as part of the City's General Plan Update and the whole issue of community separators/greenbelts around the entire City.
2. The Council could choose to participate financially with the County to help fund county costs of developing this zoning classification. Variations could include asking as part of the City funding that City Staff be involved in the development and review of the staff work and that the City Council be involved in the evaluation of the draft proposal before any Board action. A further variation could include seeking some level of discussion/funding from the City of Stockton.
3. The Council could direct City Staff to develop City policies and procedures consistent with the property owners proposal and seek to incorporate these policies and procedures into a Memorandum of Understanding (MOU) with the County. Such a MOU could be the basis for seeking from San Joaquin Local Agency Formation Commission (LAFCO) the designation for the area in question (or perhaps an even larger area) as an Area of Interest for the City of Lodi. This Area of Interest is a new concept just established by LAFCO and this would be the first use of this concept. Staff notes that LAFCO seemed very favorable that Lodi use this concept to meet our community separator/greenbelt desires at the recent LAFCO hearing that adopted the new LAFCO policies and procedures.

FISCAL IMPACT: No fiscal impact.

FUNDING AVAILABLE: N/A

_____
Randy Hatch
Community Development Director

Attachments:

1. Lodi Agriculture/Greenbelt Community Separator General Plan and Sphere of Influence Amendments.
2. The Armstrong Road Agricultural/Cluster Zoning Classification.

Armstrong Road Agricultural/Cluster Zoning Classification

THE ARMSTRONG ROAD AGRICULTURAL/CLUSTER ZONING CLASSIFICATION.

9-611. INTENT.

The intent of this Chapter is to create a zoning classification known as the Armstrong Road Agricultural/Cluster Zoning Classification. The purpose of this zoning classification is to promote a buffer area between the City of Lodi and the City of Stockton without depriving property owners located within the buffer area of their Constitutional and legal rights and to promote this buffer area without the significant expenditure of taxpayer money.

9-611(A).Adoption Of Armstrong Road Agricultural/Cluster Zone.

The San Joaquin Zoning Title is amended to include the Armstrong Road Agricultural/ Cluster Zone. The Armstrong Road Agricultural/Cluster Zone shall be applicable to all territory within the following identified boundary:

one-half a mile north and one-half a mile south of the Armstrong Road centerline between State Highway Route 99 and Interstate Highway I-5. The north and south boundaries may be altered to coincide with existing section lines.

9-611(B). Uses Authorized In The Armstrong Road Agricultural/Cluster Zone.

9-611(B).1.A property owner within this zone shall be entitled to one residential building permit for each five acres of land that the property owner owns.

9-611(B).2. An eligible building site within this Zone, subject to County standards relating to cul-de-sacs, water wells and septic tanks, may, at the sole discretion of the property owner, be less than five acres. In applying this rule, it is the intention of the County to maintain the maximum amount of land within the Zone in viable agricultural production.

9-611(B).3.To the extent practical, residential lots shall be designed in a cluster for the purpose of retaining the maximum amount of land in agricultural production and/or open space. However, one residential lot, at the discretion of the subdivider, may be located on the largest parcel of property.

9-611(B).4.All uses permitted, either as a matter of right or with a discretionary permit, in the General Agricultural Zone Classification would be permitted uses in this zoning classification

9-611(B).5.The environmental document prepared and certified for this Ordinance shall be valid for use in any landowner request to divide property as provided for under this Zoning Classification unless there substantial evidence is presented to support the circumstances identified in Public Resources Code section 21166.

9-611(B).6. If a property owner does not seek the benefits of the Zoning District through a subdivision map then the property owner shall not be deprived of their property rights, including the right to seek annexation to either Lodi or Stockton or to otherwise petition government for approval of other uses for real property located within the Zoning Classification.

9-611(C) Divisions Of Land.

9-611(C).1.A landowner shall be entitled to create one parcel eligible for a residential building permit for each contiguous five acres owned by that landowner. Parcel size may be a minimum of one acre, subject to County development standards.

9-611(C).2.All building lots shall be served by on-site well water and on-site septic tanks unless the property owner decided to provide public or municipal services

9-611(C).3.The County shall encourage and approve lot line adjustments between adjoining property owners to facilitate the location and number of residential building lots and/or to facilitate the clustering of building lots.

9-611(C).4. A division of land authorized under this Zoning Classification would be subject only to those conditions of approval authorized by ordinance by the County and which apply to territory within the General Agricultural Zoning Classification.

9-611(C).5. A division of land shall be designed to cluster residential lots except at the discretion of the subdivider one lot may be located on the largest or remainder parcel.

9-611(C).6. As a condition of approving the subdivision, the subdivider shall enter into a binding agreement with the County of San Joaquin relinquishing the right of the subdivider, or successors in interest, to further subdivide the real property to the County of San Joaquin.

Previously Prepared Attachments

Lodi Agriculture/Greenbelt Community Separator General Plan and Sphere of Influence Amendments File No. 06-GPA-LU-03

PROJECT INFORMATION

1. Project Title:

   Lodi Agriculture/Greenbelt Community Separator General Plan and Sphere of Influence Amendments.

2. Project Applicant Name and Address:

   City of Lodi
   Community Development Department
   221 W. Pine Street
   Lodi, CA 95240

3. Contact Persons and Phone Numbers:

   Randy Hatch, Community Development Director, 209.333.6711
   Jennifer Craven, Contract Planner, 510.540.7331

4. Project Location: Depicted in Figure 1.
   - Northern boundary – Approximately ½-mile north of Armstrong Road;
   - Southern boundary – Approximately ¾-mile south of Armstrong Road;
   - Western boundary – Approximately ¼-mile west of Lower Sacramento Road; and
   - Eastern boundary – State Route 99 (SR 99).

5. Property Owner: Multiple.

6. General Plan Designation:
   - *City of Lodi* – Planned Residential Reserve (PRR) (area ½ mile north of Armstrong Road only) (see Figure 4).
   - *County of San Joaquin* – General Agricultural (A/G), Public (P), and Open Space and Recreation (OS/RC) (see Figure 5).

7. Zoning:
   - *City of Lodi* – None.
   - *County of San Joaquin* – AG-40 (General Agricultural, Minimum Parcel Size of 40 Acres); and Public Facilities (P-F) (see Figure 6).

8. Description of Project: General Plan and Sphere of Influence (SOI) amendments to establish an agriculture/greenbelt community separator area between Lodi and the City of Stockton (described above for more detail, depicted in Figure 3, and defined in Attachment 1).

9. Surrounding Land Uses and Setting: As depicted in Figure 2, surrounding land uses to the north, west, south, and east are similar to those within the plan area. The uses are primarily

comprised of agriculture/viticulture, live stock keeping and grazing, and rural residential uses. Farther west, a small, private general aviation airstrip operates (west of the Lodi Airstrip, described in the Project Description). To the northwest of the plan area, there is an established low density single-family residential neighborhood (Springer Lane area). East of SR 99, uses are comprised of similar agriculture/viticulture operations and smaller rural residential parcels (designated for five acre lots). Northeast of the plan area is the recently approved Reynolds Ranch 220-acre master planned community site, currently occupied by agricultural, rural residential and quasi-public uses (i.e., Moose Lodge).

10. Other Public Agencies Whose Approval is Required: San Joaquin County Local Agency Formation Commission (LAFCo) for Sphere of Influence (SOI) Amendment.

PROJECT DESCRIPTION

The City of Lodi has initiated amendments to its General Plan and Sphere of Influence (SOI) to establish an approximately 3½ square mile agriculture/greenbelt community separator area ("plan area") located in unincorporated San Joaquin County between Lodi and the City of Stockton. As depicted in Figure 1, the 3½ square mile (i.e., 2,280 acres) plan area is located south of Lodi's existing corporate boundary, extends ½ mile north of Armstrong Road to approximately ½ to ¾ mile south of Armstrong Road, approximately ¼ mile west of Lower Sacramento Road, and east to State Route 99.

Agriculture/viticulture and related uses, live stock keeping/grazing, and rural residences are the dominate land uses in the plan area, as depicted in Figure 2 (*Aerial Photo of Plan Area*). Other uses in the plan area include a portion of the Lodi Airstrip (west of Lower Sacramento Road), a mobile home park (adjacent to the S-curve in North West Lane), and the 258-acre Micke Grove Regional Park. The Woodbridge Irrigation District (WID) main canal transects the central portion of the plan area generally in a north-south direction, and the Pixley Slough transects the southeast portion of the area generally in an east-west direction.

The entire plan area is currently located outside of Lodi's existing SOI, as well as Stockton's existing and proposed SOI boundaries (Figure 3), and only the area located north of Armstrong Road is currently included within the General Plan's planning area. Figure 4 depicts the existing Lodi General Plan and SOI boundaries adjacent to the plan area (currently designated Planned Residential Reserve). The majority of the plan area is designated General Agriculture (A/G) on the San Joaquin County General Plan Land Use Map (Figure 5) and is zoned General Agriculture (AG-40; 40 acre minimum parcel size) on the San Joaquin County Zoning Districts Map (Figure 6).

The project includes the following components:

1) The establishment of a new Lodi General Plan Land Use Designation for the plan area, referred to as Agriculture/Greenbelt (Attachment 1);

2) Establishment of a new implementation program for the agriculture/greenbelt planning area (Attachment 1; Implementation Program LU-19);

3) Minor text revisions to existing Lodi General Plan policies to ensure that preservation of the agriculture/greenbelt area between Lodi and Stockton is achieved (Attachment 1);

4) Re-designation of an approximately 1½ square mile area located north of Armstrong Road currently designated Planned Residential Reserve (PRR) to Agriculture/Greenbelt on the Lodi General Plan Land Use Diagram (Figure 7);

5) Designation of an approximately 2 square mile area located south of Armstrong Road as Agriculture/Greenbelt on the General Plan Land Use Diagram (Figure 7); and

6) Amendment to the City's SOI boundaries to add an approximately 2 square mile area south of Armstrong Road to the City's future planning area (Figure 7).

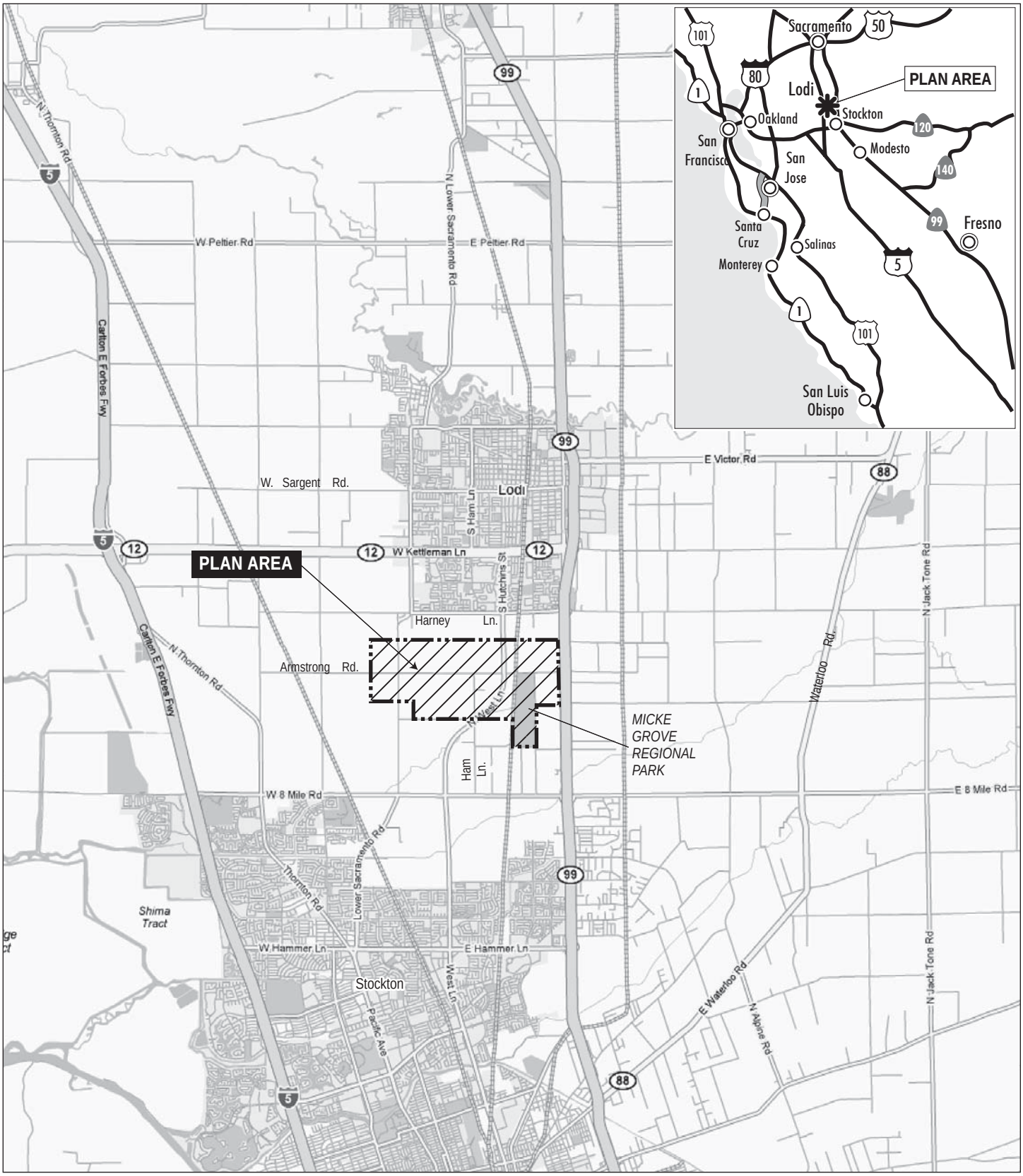
The proposed amendments would not result in any physical development. Instead, the Lodi General Plan and SOI amendments have been initiated to ensure that preservation of existing commercial agriculture/viticulture crop production and operation, which establishes and provides the "agriculture/greenbelt" character and community separator of the plan area, is achieved. Development in the plan area would be required to be consistent with the existing agricultural/rural uses on large parcels with a minimum size of 40 acres, and required by the underlying San Joaquin County General Plan General Agricultural (A/G) land use designation for the area.

Further, the City of Lodi is not pursing annexation of the plan area as a part of this project. As such, no change in existing service providers would result and, correspondingly, no analysis is provided speculating which services may eventually be provided by the City in the future if annexation of the plan area occurred. Instead, the Lodi General Plan amendment includes Implementation Program LU-19, which provides the following direction:

> *"The City shall establish a program addressing the long-range preservation and development within agriculture/greenbelt areas. This program shall include, at a minimum, a thorough planning process involving all interested stake-holders (including local farmers, residents and business owners within the City limits, study area, and surrounding community) that would result in the specific locations and intensities of land uses, circulation system, infrastructure, services, financing plan, as well as design guidelines and other implementation measures."*

As such, prior to initiating annexation of the plan area, the City would establish the program provided for by Implementation Program LU-19, including a determination of which public services, utilities, and infrastructure would be transferred from County to City providers. Consistently, at the time annexation is pursed in the future, additional environmental analysis would be conducted to evaluate proposed changes to service providers, utilities, and infrastructure within the plan area.

The City of Lodi is the lead agency for this project. The San Joaquin County Local Agency Formation Commission is a responsible agency for this project, and will use this Initial Study/Negative Declaration in making its determination on the City initiated amendment to its Sphere of Influence (SOI).



SOURCE: GOOGLE.COM; LSA ASSOCIATES, INC., 2006

FIGURE 1

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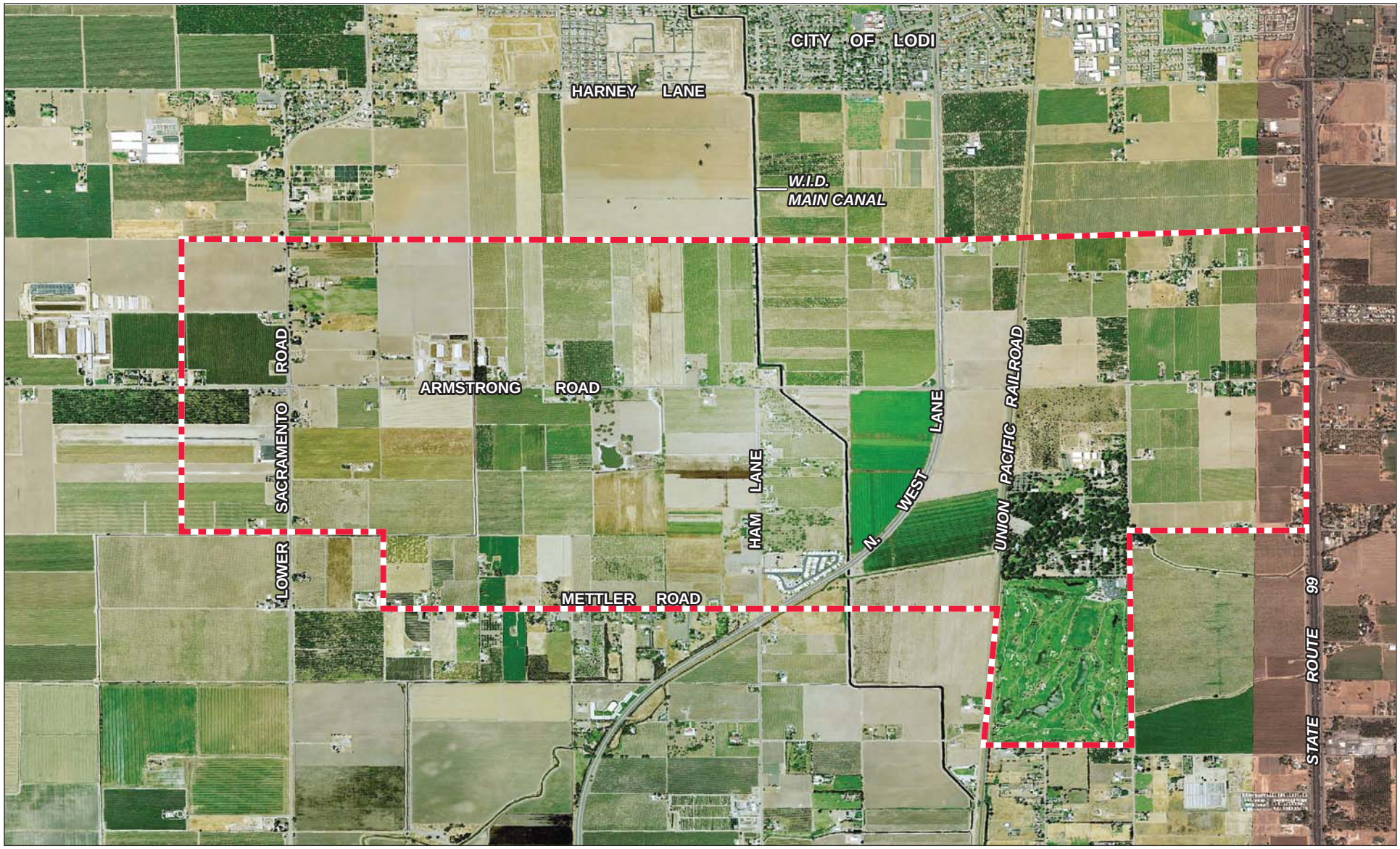
PLAN AREA

Lodi Ag/Greenbelt General Plan and Sphere of Influence Amendments

Plan Area Vicinity and Regional Map Locations



SOURCE: GLOBEXPLORER; LSA ASSOCIATES, INC., 2006

FIGURE 2

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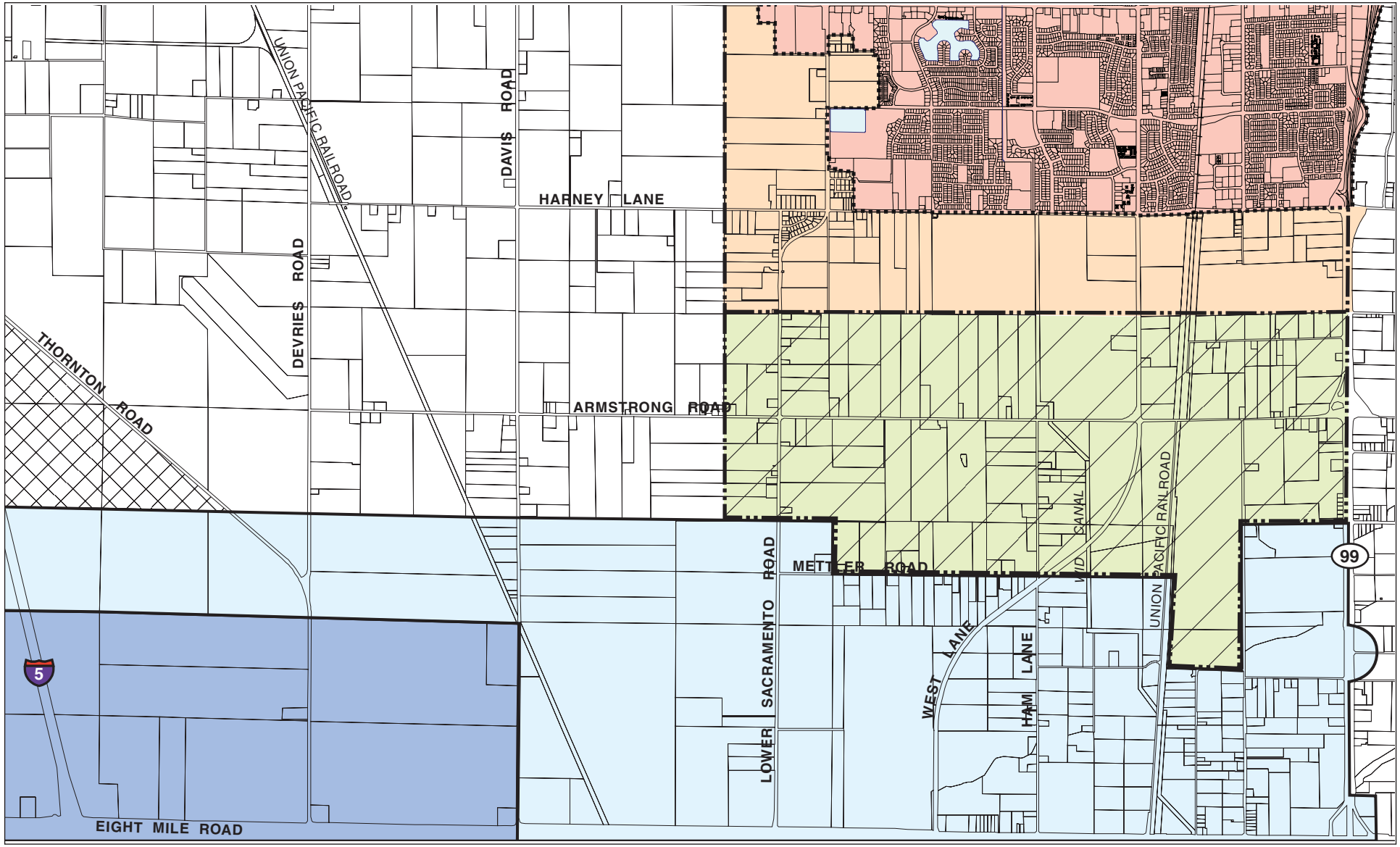
PLAN AREA

Lodi Ag/Greenbelt General Plan
and Sphere of Influence Amendments
Aerial Photo of Plan Area



SOURCE: CITY OF LODI, 2006; SAN JOAQUIN COUNTY LAFCO, 2005

FIGURE 3

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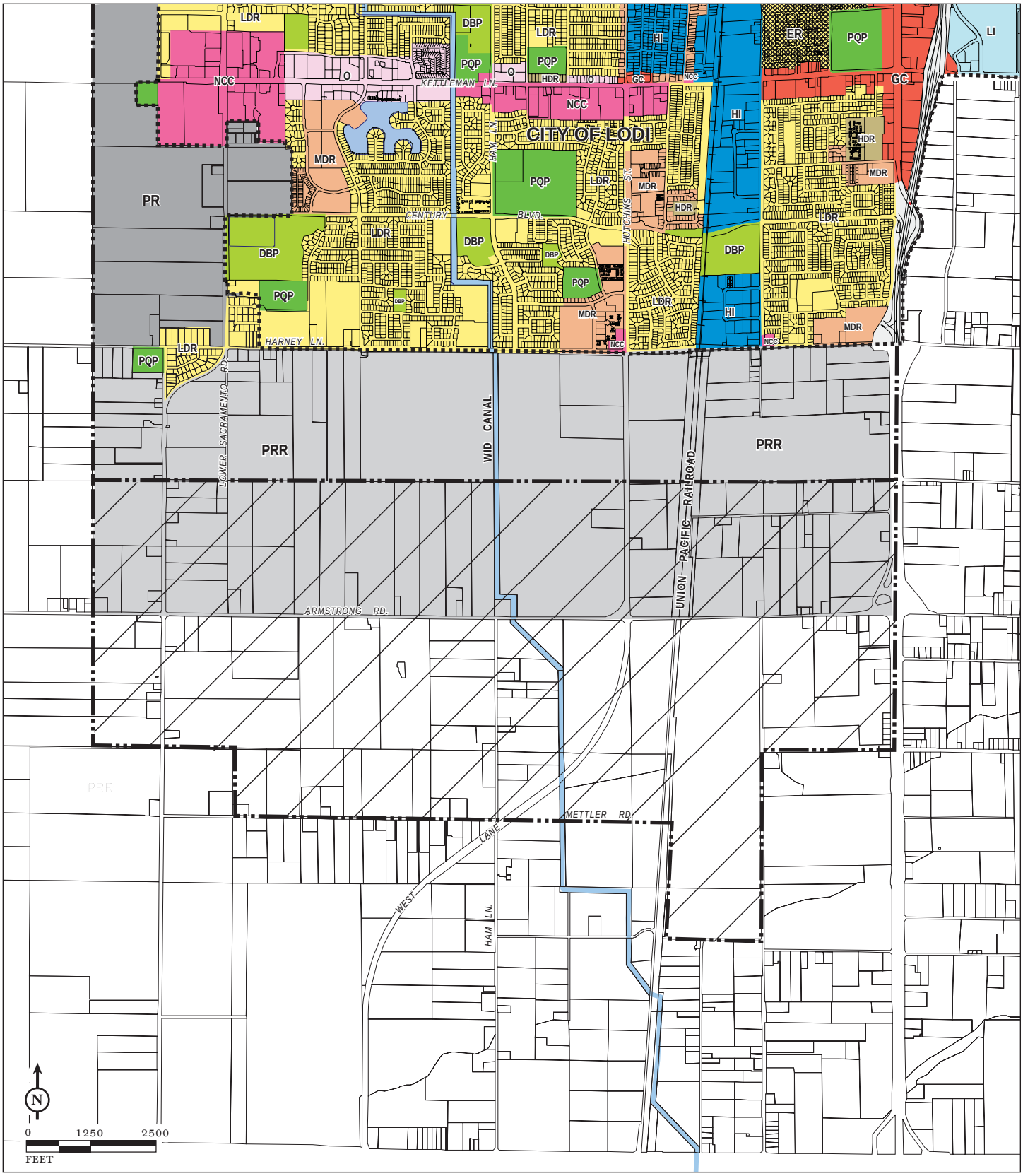
LEGEND

- CITY OF LODI CORPORATE BOUNDARIES
- EXISTING CITY OF LODI SPHERE OF INFLUENCE
- CITY OF LODI WHITE SLOUGH WATER POLLUTION CONTROL FACILITY
- CITY OF STOCKTON CURRENT SPHERE OF INFLUENCE
- PROPOSED EXTENSION OF CITY OF STOCKTON SPHERE OF INFLUENCE
- PROPOSED LODI GENERAL PLAN AG/GREENBELT DESIGNATION
- PROPOSED AMENDMENT TO LODI SPHERE OF INFLUENCE

Lodi Ag/Greenbelt General Plan and Sphere of Influence Amendments

Proposed Amendments Map



SOURCE: CITY OF LODI, 2006; SAN JOAQUIN LAFCO, 2005

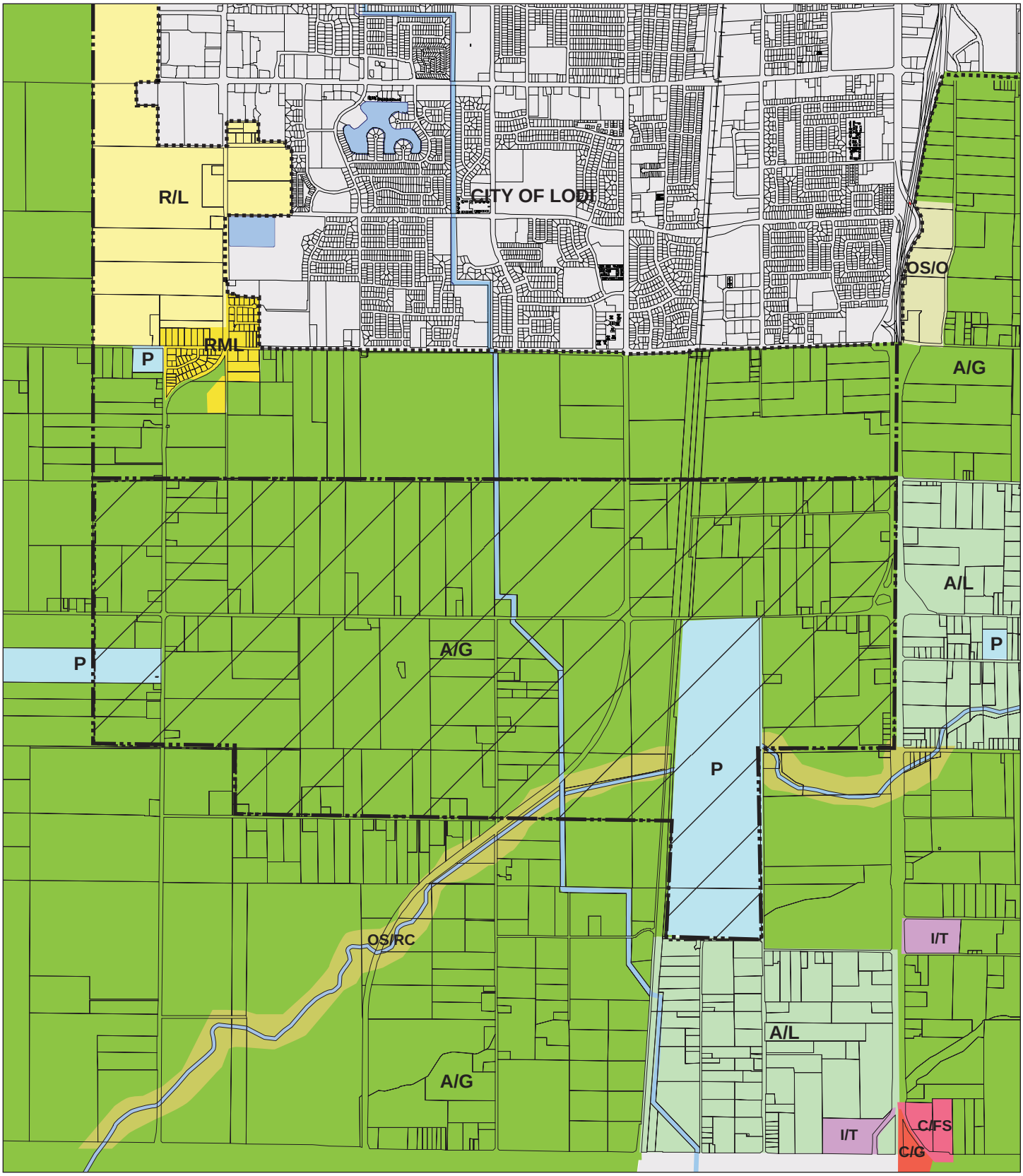
FIGURE 4

LEGEND

- LODI CITY LIMITS
- EXISTING LODI SPHERE OF INFLUENCE (SOI)
- AG/GREENBELT PLAN AREA AND PROPOSED SOI AMENDMENT
- EASTSIDE RESIDENTIAL (ER)
- LOW-DENSITY RESIDENTIAL (LDR)
- MEDIUM-DENSITY RESIDENTIAL (MDR)
- HIGH-DENSITY RESIDENTIAL (HDR)
- GENERAL COMMERCIAL (GC)
- NEIGHBORHOOD COMMUNITY COMMERCIAL (NCC)
- OFFICE (O)
- HEAVY INDUSTRIAL (HI)
- LIGHT INDUSTRIAL (LI)
- PUBLIC-QUASI PUBLIC (PQP)
- DRAINAGE BASIN (DBP)
- PLANNED RESIDENTIAL (PR)
- PLANNED RESIDENTIAL RESERVE (PRR)
- WATER FEATURE/BODY

Lodi Ag/Greenbelt General Plan and Sphere of Influence Amendments

City of Lodi General Plan Designations and SOI Boundaries In Relationship to Plan Area



SOURCE: CITY OF LODI, 2006; SAN JOAQUIN LAFCO, 2005

FIGURE 5

LEGEND

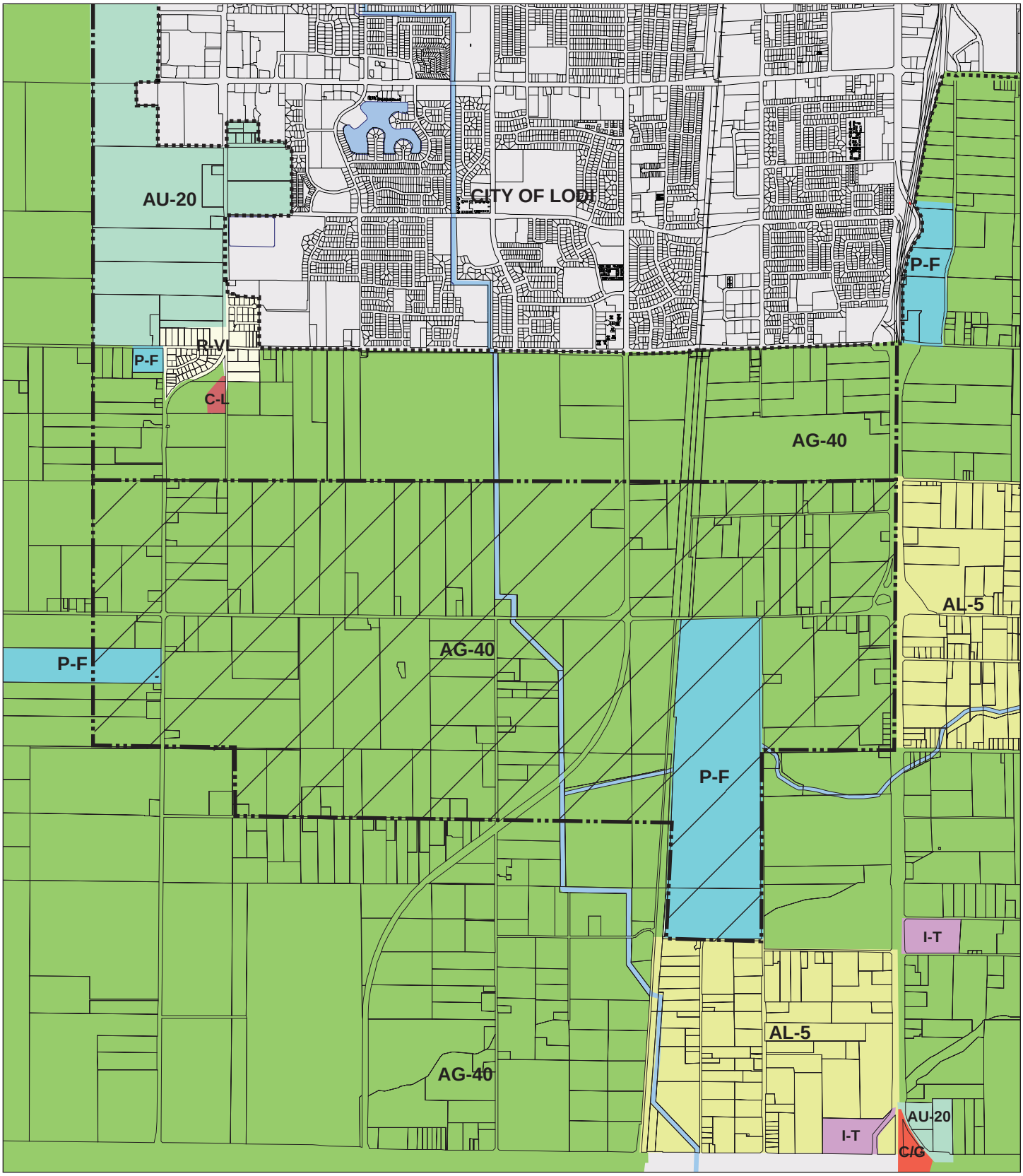
- LODI CITY LIMITS
- EXISTING LODI SPHERE OF INFLUENCE (SOI)
- AG/GREENBELT PLAN AREA AND PROPOSED SOI AMENDMENT
- MEDIUM LOW-DENSITY RESIDENTIAL (RML)
- LOW-DENSITY RESIDENTIAL (R/L)
- GENERAL AGRICULTURE (A/G)
- PUBLIC (P)
- RESOURCE CONSERVATION (OS/RC)
- OPEN SPACE (OS/O)
- LIMITED AGRICULTURE (A/L)
- TRUCK TERMINAL (I/T)
- GENERAL COMMERCIAL (C/G)
- FREEWAY SERVICE (C/FS)
- WATER FEATURE/BODY

N

0 1250 2500
FEET

Lodi Ag/Greenbelt General Plan and Sphere of Influence Amendments

County of San Joaquin General Plan Land Use Designations in Plan Area



SOURCE: CITY OF LODI, 2006; SAN JOAQUIN LAFCO, 2005

LEGEND

- LODI CITY LIMITS
- EXISTING LODI SPHERE OF INFLUENCE (SOI)
- AG/GREENBELT PLAN AREA AND PROPOSED SOI AMENDMENT
- AGRICULTURAL URBAN RESERVE (A-U-20)
- VERY LOW-DENSITY RESIDENTIAL (R-VL)
- PUBLIC FACILITIES (P-F)
- LIMITED COMMERCIAL (C-L)
- GENERAL AGRICULTURE (AG-40)
- LIMITED AGRICULTURE (AL-5)
- TRUCK TERMINAL (I-T)
- GENERAL COMMERCIAL (C/G)
- WATER FEATURE/BODY

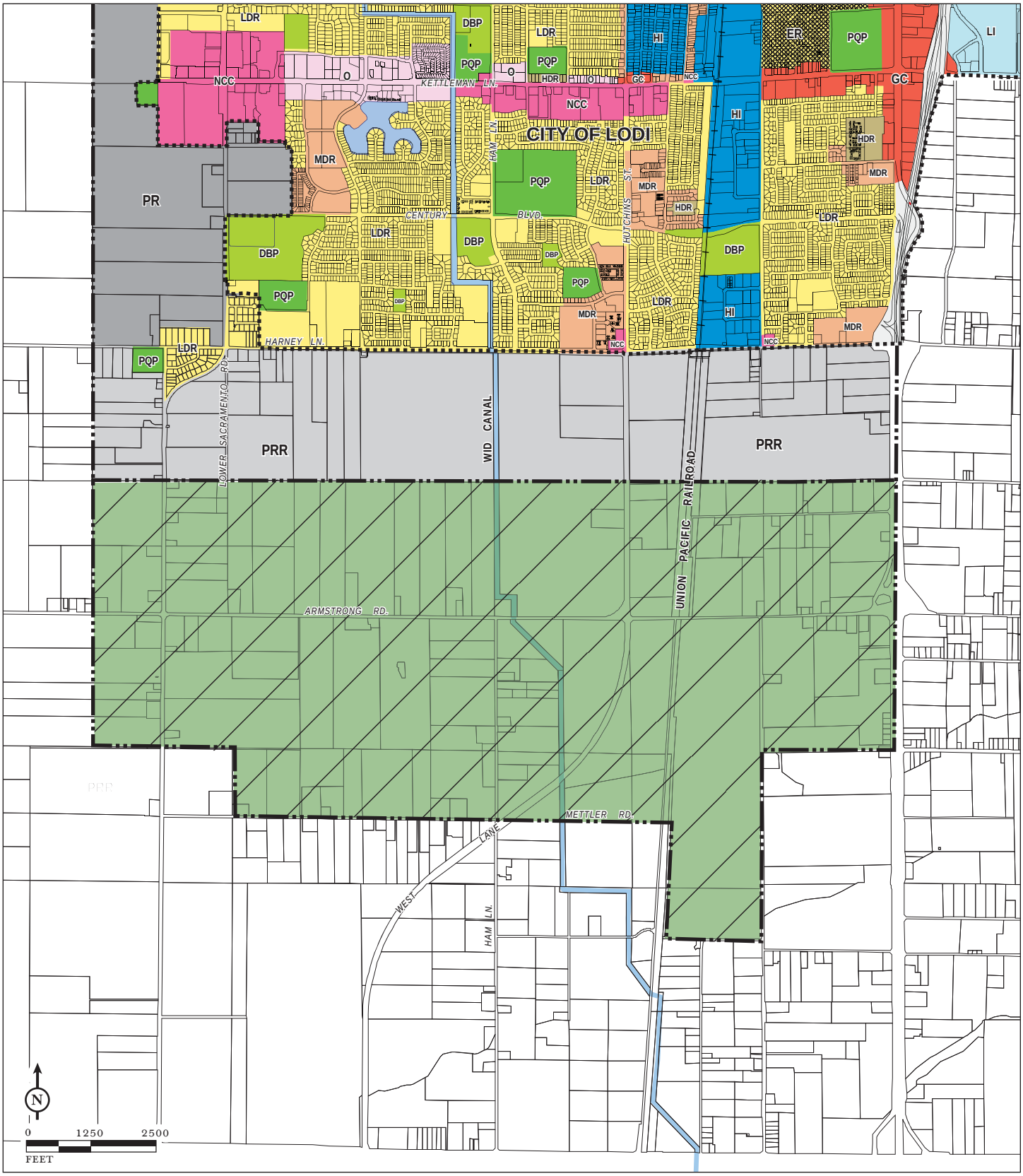
N

0 1250 2500
FEET

FIGURE 6

Lodi Ag/Greenbelt General Plan and Sphere of Influence Amendments

County of San Joaquin Zoning Districts in Plan Area



SOURCE: CITY OF LODI, 2006; SAN JOAQUIN LAFCO, 2005

FIGURE 7

LEGEND

- LODI CITY LIMITS
- EXISTING LODI SPHERE OF INFLUENCE (SOI)
- PROPOSED AG/GREENBELT GENERAL PLAN DESIGNATION PLAN AREA AND SOI AMENDMENT
- EASTSIDE RESIDENTIAL (ER)
- LOW-DENSITY RESIDENTIAL (LDR)
- MEDIUM-DENSITY RESIDENTIAL (MDR)
- HIGH-DENSITY RESIDENTIAL (HDR)
- GENERAL COMMERCIAL (GC)
- NEIGHBORHOOD COMMUNITY COMMERCIAL (NCC)
- OFFICE (O)
- HEAVY INDUSTRIAL (HI)
- LIGHT INDUSTRIAL (LI)
- PUBLIC-QUASI PUBLIC (PQP)
- DRAINAGE BASIN (DBP)
- PLANNED RESIDENTIAL (PR)
- PLANNED RESIDENTIAL RESERVE (PRR)
- WATER FEATURE/BODY

Lodi Ag/Greenbelt General Plan and Sphere of Influence Amendments

Proposed Lodi General Plan Agricultural Greenbelt Designation Plan Area and SOI Boundary Amendment

City of Lodi
Agriculture/Greenbelt General Plan Text Amendments

Attachment 1

General Plan Section 2: Land Use/Circulation Diagrams and Standards

Page 2-4

Ag/Greenbelt: This designation provides for the conservation and continued productive use of valuable agricultural ("ag") lands surrounding Lodi's urbanized area, ensures for a rural community separator between Lodi and the City of Stockton, and to serve as a visual amenity around urban development. In addition to agricultural and agricultural-related uses, single-family homes, parks, and open space uses could be located within the agriculture/greenbelt area. Because the City has established this area to retain low-intensity rural uses, the extension of municipal services (e.g., sewer, water, storm water) may not be provided. The minimum parcel size for the creation of new lots in this area is 40 acres, and only one residential unit per parcel is allowed. Comprised of approximately 2,280 acres, the ag/greenbelt area is located south of Lodi's existing City limits and extends ½-mile north of Armstrong Road, approximately ½- to ¾-mile south of Armstrong Road, approximately ¼-mile west of Lower Sacramento Road to the west, and is bounded by State Route 99 to the east, as depicted on the Land Use Diagram. Residential uses in this designation are assumed to have an average of 2.75 persons per household.

General Plan Section 3: Land Use and Growth Management (LU) Element

Page 3-1

Agricultural Land: The agricultural land that surrounds Lodi is valuable not only because of its high quality and productivity, but also because of its scenic resource value to area residents. The City has long acknowledged the importance of retaining this valuable asset~~,~~. ~~but also recognizes the need to balance the needs of urban growth with those of Lodi's agriculturally based economy. This is a dilemma facing many Central Valley communities.~~

Page 3-4

Goal LU-A: To provide for orderly, well-planned, and balanced growth within the City's established corporate boundaries and sphere of influence (SOI), consistent with the limits imposed by the City's infrastructure and the City's ability to assimilate new growth.

Policy LU-A.1: The City shall seek to preserve Lodi's small-town and rural qualities, including the agricultural area surrounding Lodi that provides a community separator with adjacent communities.

Policy LU-A.3: The City shall ensure the maintenance of ample buffers between incompatible land uses, including urban and rural uses.

Goal LU-B: To preserve agricultural land surrounding Lodi, important to the City's economy and small town character, and to ~~discourage premature development of~~ prevent conversion of valuable agricultural land ~~with~~ to nonagricultural, urban uses, while providing for some urban needs.

Page 3-5

Policy LU-B.1: The City shall ~~encourage~~ ensure for the preservation of agricultural land surrounding the City.

Policy LU-B.2: The City ~~should designate~~ shall establish a continuous ag/greenbelt around the urbanized area of Lodi to maintain and enhance the agricultural economy, as well as to

provide a defined, physical edge between the community's urban and rural areas and with adjacent communities.

Policy LU-B.3: The City should coordinate and cooperate with San Joaquin County, ~~and~~ the San Joaquin County Local Agency Formation Commission (LAFCO), and the City of Stockton to ensure that the agriculture/greenbelt community separator is established, maintained, and preserved.

Policy LU-B.4: The City shall support the continuation of agricultural uses on lands designated for urban uses located within the City's corporate boundaries until urban development is imminent.

Page 3-10

Implementation Program LU-1: The City shall request the San Joaquin County LAFCO to adopt a sphere of influence for Lodi based on the long-term growth plans of the City as reflected in the GP goals and policies and proposed land uses.

Responsibility: City Council, Community Development Department

Time Frame: ~~FY 1990–1991~~ Ongoing

Page 3-13

Implementation Program LU-10: The City shall coordinate with San Joaquin County, San Joaquin County LAFCO, and the City of Stockton to identify and designate an agricultural ~~and open space~~ greenbelt around the urbanized area of the City. The priority area for establishment of the ag/greenbelt is the area located between Lodi and Stockton.

Responsibility: City Council, Planning Commission, Community Development Department

Time Frame: ~~FY 1991-1992~~ Ongoing

Implementation Program LU-11: The City shall establish an agreement, such as a Memorandum of Understanding (MOU), with San Joaquin County to ensure that land use actions requiring discretionary approval proposed in unincorporated areas located within Lodi's sphere of influence would only be approved if found consistent with Lodi's vision for the area and would include City review and recommended action on the proposal. Discretionary land use actions proposed for the City's unincorporated SOI areas that are inconsistent with Lodi's vision for the area should be denied. As a part of this MOU, an ongoing process shall be established by which ~~it~~ the City and San Joaquin County will cooperate and coordinate ~~its~~ land use planning processes ~~with San Joaquin County and the City of Stockton~~ to ensure consistency between each agency's ~~with their~~ plans for the area.

Responsibility: City Council, Planning Commission, Community Development Department

Time Frame: FY ~~1991-1992~~ 2006-2007

Page 3-16

Implementation Program LU-19: The City shall establish a program addressing the long-range preservation and development within agriculture/greenbelt areas. This program shall include, at a minimum, a thorough planning process involving all interested stake-holders (including local farmers, residents and business owners within the City limits, study area, and surrounding community) that would result in the specific locations and intensities of land uses, circulation system, infrastructure, services, financing plan, as well as design guidelines and other implementation measures.

General Plan Section 7: Conservation (CON) Element

Page 7-4

Goal CON-C: To promote the economic viability of agriculture in and surrounding Lodi, and to ~~discourage the premature~~ prevent conversion of valuable agricultural lands located in and around the City's corporate boundaries to nonagricultural, urban uses~~, while providing for urban needs~~.

Policy CON-C.1: The City shall ensure, in approving urban development near existing agricultural lands, that such urban development will not constrain agricultural practices or adversely affect the economic viability of adjacent agricultural practices.

General Plan Section 8: Parks, Recreation, and Open Space (PRO) Element

Page 8-3

Goal PRC-D: To provide adequate land for open space as a framework for urban development and to meet the active and passive recreational needs of the community, as well as to provide community separators between Lodi and adjacent communities.

Policy PRC-D.1: The City shall ~~discourage the premature~~ prevent conversion of agricultural lands located outside the City's corporate boundaries and sphere of influence to urban uses.

Policy PRC-D.3: The City should designate a continuous ~~open space~~ agriculture/greenbelt around the urbanized area of Lodi to protect open space and agricultural resources, and preven~~ting~~ Lodi from contributing to urban sprawl across the rich agricultural soil of the San Joaquin Valley.

General Plan Section 10: Urban Design and Cultural Resources (UDC) Element

Page 10-2

Rural and Agricultural Lands: The City is surrounded on all sides by rural and agricultural lands and uses, forming agriculture/greenbelt areas that physically separate Lodi from adjacent communities, such as Stockton to the south. The character of the edges between rural and urban environments is important to the City's identity and provides residents on either side of the edge with a sense of place. These rural and agricultural lands ~~surrounding Lodi constitute~~ are an important scenic resource that helps to visually define and enhance the City.

AGENDA ITEM **K-5**

CITY OF LODI
COUNCIL COMMUNICATION
™

AGENDA TITLE: Authorize Contingency Fee Payment to Folger, Levin & Kahn, LLP, for the Hartford Litigation.

MEETING DATE: November 7, 2007 City Council Meeting

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Authorize Contingency Fee Payment to Folger, Levin & Kahn, LLP, for the Hartford Litigation.

BACKGROUND INFORMATION: The City Council approved a Contingency Fee Agreement with the law firm of Folger Levin & Kahn on March 21, 2007, for the Hartford litigation.

The Contingency Fee Agreement capped all monthly fees at $50,000 plus expert fees and costs starting February 1, 2007. Folger, Levin & Kahn would also recover 25% of all recoveries from the City's insurance carriers in excess of $4 million.

Attached is an invoice from Folger Levin & Kahn for contingency fees in the amount of $1,603,125.00. Although several of the settlements call for extended payment terms, Folger Levin & Kahn requests Council authorize payment of their full contingency up front. Their request is reasonable in light of the facts that: 1) the contingency is roughly equal to what we would have been billed on a monthly basis; and 2) Folger Levin & Kahn has already expended the hours on the recovery. Accordingly, I recommend Council authorize immediate payment of the contingency amounts.

FISCAL IMPACT:

FUNDING AVAILABLE: Water Fund

Approved:

_____
Stephen Schwabauer, City Attorney

APPROVED: _____
Blair King, City Manager

FOLGER LEVIN & KAHN LLP

ATTORNEYS AT LAW

Embarcadero Center West
275 Battery Street, 23rd Floor
San Francisco, California 94111
e-mail accounting@flk.com

Federal I.D. 94-2500895

City of Lodi and Lodi Financing Corporation
221 W. Pine Street
Lodi, CA 95240

October 12, 2007

Attn: Stephen Schwabauer

Matter No. 20068-8003

Invoice No.: 104596

25% Contingency fee per March 19, 2007 modification to fee agreement on amounts received by the City in excess of $4 million, not including the USF&G or ACIC settlements.

Admiral settlement of $687,500	171,875.00
Lloyds settlement of $400,000	100,000.00
Westchester settlement of $400,000	100,000.00
Federal settlement of $225,000	56,250.00
AIG settlement of $2,500,000 ($1.6 million to be received November 1, 2007)	625,000.00
Transcontinental settlement of $2,200,000 ($1,500,000 to be received in January 2008 and $700,000 to be received in January 2009)	550,000.00
Total Attorneys' Fees:	$1,603,125.00
Subtotal:	$1,603,125.00
TOTAL BALANCE DUE:	$1,603,125.00

AGENDA ITEM **K-06**

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 ($110,154.21).

MEETING DATE: November 7, 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 $109,787.88, and various other cases being handled by Outside Counsel in the amount of $366.33.

BACKGROUND INFORMATION: Listed below are invoices from the City's outside counsel, Folger, Levin & Kahn 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.

Folger Levin & Kahn - Invoices Distribution

Matter No.	Invoice No.	Date	Description	Water Acct. Amount	100351
8001	104828	09/07/07	General Advice		366.33
8003	104596	09/07/07	Hartford v. Col	111,055.46	
			Hartford /Contingency Fee Savings	-54,280.00	
8008	104817	09/07/07	City of Lodi v. Envision	41,470.66	
	7348	Aug-07	West Environmental Services	4,607.50	
	15445	Sep-07	PES Environmental, Inc.(Keith Obrien)	1,387.97	
			Total	$104,241.59	366.33
			Grand Total	**$104,607.92**	

MISCELLANEOUS

Invoice No.	Date	Description	Water Account Amount
20065309	6/7/2007	Legalink, Inc.	258.50
20068400	8/17/2007	Legalink, Inc.	555.80
20068405	8/17/2007	Legalink, Inc.	847.30
20068394	8/17/2007	Legalink, Inc.	925.40
20070528	9/24/2007	Legalink, Inc.	1,217.50
20070529	9/24/2007	Legalink, Inc.	709.10
20071651	3/13/2007	Legalink, Inc.	664.00
20063729	4/27/2007	Legalink, Inc.	368.69
			$5,546.29

APPROVED: _____
Blair King, City Manager

FISCAL IMPACT: Expenses in the amount of $366.33 will be paid out of the General Fund and $109,787.88 will be paid out of the Water Fund.

FUNDING AVAILABLE:	Water Fund	$109,787.88
	General Fund	$ 366.33

_____
Stephen Schwabauer, City Attorney

Approved:_____
Kirk Evans, Budget Manager