

CITY COUNCIL MEETING
MARCH 20, 1985

CC6

CC5/a

pg 391

AMENDMENT TO WAPA
CONTRACT PROVIDING
FOR "REAL-TIME"
SCHEDULING
APPROVED

Following introduction of the matter by Utility Director Rice and discussion, with questions being posed by the Council, Council, on motion of Council Member Reid, Hinchman second, adopted Resolution No. 85-41 amending the WAPA Contract, thereby providing for "real-time" scheduling and authorizing the Mayor and City Clerk to execute the Agreement on behalf of the City.

RES. NO. 85-41

CITY COUNCIL

JOHN R. (Randy) SNIDER, Mayor
DAVID M. HINCHMAN
Mayor Pro Tempore
EVELYN M. OLSON
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-3634

March 26, 1985

HENRY A. GLAVES, Jr.
City Manager
ALICE M. REIMCHE
City Clerk
RONALD M. STEIN
City Attorney

Mr. David G. Coleman
Area Manager
Department of Energy
Western Area Power Administration
Sacramento Area Office
2800 Cottage Way
Sacramento, California 95825

Re: N6115

Dear Mr. Coleman:

Enclosed please find Amendment No. 2 to Contract No. DE-MS65-82WP59015 - United States Department of Energy Western Area Power Administration Central Valley Project, California - Supplemental Contract for Electric Service to the City of Lodi which was approved by the Lodi City Council at its Regular Meeting of March 20, 1985.

Also enclosed please find certified copy of Resolution No. 85-41, the authorizing Resolution.

Please return a fully executed copy of the subject Amendment at your earliest convenience.

If you have any questions, please do not hesitate to call this office.

Very truly yours,

Alice M. Reimche
ALICE M. REIMCHE
City Clerk

Encls.

Amendment No. 2 to
Contract No. DE-MS65-82WP59015

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CENTRAL VALLEY PROJECT, CALIFORNIA

SUPPLEMENTAL CONTRACT FOR ELECTRIC SERVICE TO

CITY OF LODI

Amendment No. 2 to
Contract No. DE-MS65-82WP59015

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Central Valley Project, California

SUPPLEMENT TO CONTRACT FOR ELECTRIC SERVICE
TO CITY OF LODI, CALIFORNIA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1. This contract amendment made this _____ day of _____, 1984, in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved August 26, 1937 (50 Stat. 844, 850), the Act of Congress approved August 4, 1939 (53 Stat. 1187), the Act of Congress approved August 12, 1955 (69 Stat. 719), the Act of Congress approved October 23, 1962 (76 Stat. 1173, 1191), and the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, hereinafter called the United States, represented by the officer executing this contract, a duly appointed successor or a duly authorized representative, hereinafter called the Contracting Officer, and the CITY OF LODI, CALIFORNIA, a municipal corporation hereinafter called the Contractor represented by the officer executing this contract amendment, his fully appointed successor, or his duly authorized representative,

1 WITNESSETH:

2

3 2. WHEREAS, under Appendix E (Letter Agreement Real-Time
4 Scheduling) dated July 22, 1983, of the Northern California Power
5 Agency - Pacific Gas and Electric Company Interconnection Agreement
6 dated September 14, 1983, the Western Area Power Administration and the
7 Northern California Power Agency may develop procedures for their own
8 contracting and operating purposes in order that the Northern California
9 Power Agency may schedule the Central Valley Project (CVP) capacity and
10 energy on a real-time basis; and

11

12 3. WHEREAS, this Amendment fulfills the requirements of Real-Time
13 Scheduling with respect to the procedures to be followed in the
14 scheduling and accounting of capacity and energy transmitted by the
15 United States over the CVP facilities and the facilities of the Pacific
16 Gas and Electric Company for the Northern California Power Agency as the
17 agent for the Contractor; and

18

19 4. WHEREAS, the United States and the Contractor have agreed to
20 replace the language of Article 14 of the Power Sales Contract No. DE-
21 MS65-82WP59015.

22

23 NOW, THEREFORE, in consideration of the mutual covenants herein set
24 forth, the parties thereto agree as follows:

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN WITNESS WHEREOF, the parties hereto have caused this amendment
contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Title Area Manager
Address 1825 Bell Street
Sacramento, CA 95825

AGREED AS TO FORM:

[Signature]
City Attorney

CITY OF LODI, CALIFORNIA

By John R. Snider
Title Mayor
Address 221 W. Pine Street,
Lodi, California 95240

ATTEST:

[Signature]
City Clerk

EXHIBIT C

(OPERATING AGREEMENT INCLUDING QUANTITATIVE DETERMINATIONS)

1. This Exhibit C, made this _____ day of _____, 19____, to be effective under and as a part of Contract No. DE-MS65-82WP59015, dated February 24, 1982, (hereinafter called the Contract), shall become effective on the first day of the _____ billing period and shall remain in effect until superseded by another Exhibit C; Provided, That;

- (a) Section I of this Exhibit C shall terminate upon the termination of Contract No. DE-M065-85WP59098. Upon the date of termination of said contract, Section II of this Exhibit C shall become effective and binding until a new Exhibit C is executed.
- (b) It is recognized that the Contractor may desire to change its electric service arrangements from time to time and that appropriate modifications may be required in the Exhibit C. Accordingly, the parties will consider a revision to the exhibit if and when the Contractor desires to change its arrangements, the United States reserving specifically the right to terminate this Exhibit C and require the substitution of a new exhibit in the event that the electric service arrangements of the Contractor are altered so that this exhibit no longer is in accordance with the altered arrangements or the principles set forth in the Contract.

Contractor's System Requirements

2. The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the parties that the Contractor's electric service arrangements are such that its system requirements are being supplied from the following sources only:

- (a) Firm power service from the United States.
- (b) Power service from other suppliers.
- (c) Power Service from the Contractor's own sources.

Section I

System Definitions - Scheduling Service

- 3. (a) The maximum demand for billing purposes shall be the maximum scheduled half hour delivery of energy to the Contractor by the Northern California Power Agency (NCPA) during the billing period, not to exceed the contract rate of delivery as set forth in Exhibit B, and adjusted in accordance with Rate Schedule CV-TPT1.

- (b) The total energy for billing purposes shall be the absolute half hour sum of the amounts of energy scheduled to the Contractor by NCPA during the billing period, adjusted in accordance with Rate Schedule CV-TPT1.

Billing Determinations - Scheduling Service

4. (a) The Contractor shall pay for all power and energy scheduled hereunder to its system during such period at the rate provided for in Article 13 of this contract.
- (b) The billing period shall be from 0000 on the first day of the month to 2400 on the last day of the month. The schedules of half-hourly energy to the Contractor by the Northern California Power Agency (NCPA) shall be based upon data provided to the Contracting Officer prior to the fifth working day each month, NCPA shall provide the United States with a complete half-hourly breakdown of its past month's schedules showing deliveries of power from the United States to the Contractor.

SECTION II

(To be implemented upon termination of Contract No. DE-M065-85WP59098)

System Definitions - Metered Service

5. (a) The Contractor's System Demand for any billing period shall be the sum, for the 30-minute interval in which the sum is largest, of the 30-minute integrated demands established during the billing period at the point(s) of delivery as measured and adjusted if necessary in accordance with Exhibit A, and of the 30-minute integrated demands established during the billing period at any point(s) of delivery at other than those where the United States makes deliveries.
- (b) The Contractor's System Energy Requirements for any billing period shall be the sum total of energy delivered during the billing period at the point(s) of delivery, as measured and adjusted if necessary in accordance with Exhibit A, and at the points of delivery at other than those where the United States makes deliveries.

Billing Determinations - Metered Service

6. (a) The billing demand and energy billed for power service in any billing period in which the Contractor's System Demand is equal to or less than the contract rate of delivery as set forth in Exhibit B, the Contractor shall pay for all power and energy delivered hereunder to its system during such period at the rate provided for in Article 13 of this contract.

- (b) (1) The billing demand for firm power service in any billing period in which the Contractor's System Demand is larger than the contract rate of delivery as set forth in Exhibit B, the Contractor shall pay for electric service at the rate provided for in Article 13 using the effective contract rate of delivery set forth in Exhibit B, as the billing demand:
- (2) The energy billed for firm power service in any billing period in which the Contractor's System Demand is larger than the contract rate of delivery, as set forth in Exhibit B, shall be determined by the following formula:

$$\text{Energy Billed} = \frac{A}{B} \times C$$

- Where:
- A = The maximum contract rate of delivery for firm power service as established by Exhibit B, of the contract.
 - B = Contractor's System Demand as determined pursuant to paragraph 5(a), Section II.
 - C = Contractor's System Energy Requirements as determined pursuant to paragraph 5(b), Section II.

THE UNITED STATES OF AMERICA

By _____
 Title _____
 Address _____

CITY OF LODI

By John R. Snider
 Title Mayor
 Address 221 W. Pine Street,
Lodi, California 95240

Attest:

Alice M. Reimche
 Alice M. Reimche
 City Clerk

RESOLUTION NO. 85-41

RESOLUTION APPROVING AMENDMENT NO. 2 TO CONTRACT NO. DE-MS65-82WP59015 UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION CENTRAL VALLEY PROJECT, CALIFORNIA - SUPPLEMENTAL CONTRACT FOR ELECTRIC SERVICE TO THE CITY OF LODI

RESOLVED that the City Council of the City of Lodi does hereby approved Amendment No. 2 to Contract No. DE-MS65-82WP59015 United States Department of Energy Western Area Power Administration Central Valley Project, California - Supplemental Contract for Electric Service to the City of Lodi a copy of which is attached hereto, identified as Exhibit A and thereby made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the subject document on behalf of the City of Lodi.

Dated: March 20, 1985

I hereby certify that Resolution No. 85-41 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 1985 by the following vote:

Ayes: Council Members - Pinkerton, Reid
Hinchman, Olson,
and Snider (Mayor)

Noes: Council Members - None

Absent: Council Members - None


Alice M. Reimche
City Clerk

Amendment No. 2 to
Contract No. DE-MS65-82WP59015

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CENTRAL VALLEY PROJECT, CALIFORNIA

SUPPLEMENTAL CONTRACT FOR ELECTRIC SERVICE TO

CITY OF LODI

Amendment No. 2 to
Contract No. DE-MS65-82WP59015

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CENTRAL VALLEY PROJECT, CALIFORNIA

CITY OF LODI

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	Preamble	1
2-4	Explanatory Recitals	2
5	Term of Amendment	3
6	Power and Energy Deliveries	3
	Signature Clause	

Amendment No. 2 to
Contract No. DE-MS65-82WP59015

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Central Valley Project, California

SUPPLEMENT TO CONTRACT FOR ELECTRIC SERVICE
TO CITY OF LODI, CALIFORNIA

1. This contract amendment made this _____ day of _____, 1984, in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved August 26, 1937 (50 Stat. 844, 850), the Act of Congress approved August 4, 1939 (53 Stat. 1187), the Act of Congress approved August 12, 1955 (69 Stat. 719), the Act of Congress approved October 23, 1962 (76 Stat. 1173, 1191), and the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, hereinafter called the United States, represented by the officer executing this contract, a duly appointed successor or a duly authorized representative, hereinafter called the Contracting Officer, and the CITY OF LODI, CALIFORNIA, a municipal corporation hereinafter called the Contractor represented by the officer executing this contract amendment, his fully appointed successor, or his duly authorized representative,

1 WITNESSETH:

2

3 2. WHEREAS, under Appendix E (Letter Agreement Real-Time
4 Scheduling) dated July 22, 1983, of the Northern California Power
5 Agency - Pacific Gas and Electric Company Interconnection Agreement
6 dated September 14, 1983, the Western Area Power Administration and the
7 Northern California Power Agency may develop procedures for their own
8 contracting and operating purposes in order that the Northern California
9 Power Agency may schedule the Central Valley Project (CVP) capacity and
10 energy on a real-time basis; and

11

12 3. WHEREAS, this Amendment fulfills the requirements of Real-Time
13 Scheduling with respect to the procedures to be followed in the
14 scheduling and accounting of capacity and energy transmitted by the
15 United States over the CVP facilities and the facilities of the Pacific
16 Gas and Electric Company for the Northern California Power Agency as the
17 agent for the Contractor; and

18

19 4. WHEREAS, the United States and the Contractor have agreed to
20 replace the language of Article 14 of the Power Sales Contract No. DE-
21 MS65-82WP59015.

22

23 NOW, THEREFORE, in consideration of the mutual covenants herein set
24 forth, the parties thereto agree as follows:

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN WITNESS WHEREOF, the parties hereto have caused this amendment contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

Title Area Manager

Address 1825 Bell Street

Sacramento, CA 95825

AGREED AS TO FORM:

Von Stein
City Attorney

CITY OF LODI, CALIFORNIA

By _____

Title _____

Address _____

ATTEST:

City Clerk

EXHIBIT C

(OPERATING AGREEMENT INCLUDING QUANTITATIVE DETERMINATIONS)

1. This Exhibit C, made this _____ day of _____, 19____, to be effective under and as a part of Contract No. DE-MS65-82WP59015, dated February 24, 1982, (hereinafter called the Contract), shall become effective on the first day of the _____ billing period and shall remain in effect until superseded by another Exhibit C; Provided, That;

- (a) Section I of this Exhibit C shall terminate upon the termination of Contract No. DE-MO65-85WP59098. Upon the date of termination of said contract, Section II of this Exhibit C shall become effective and binding until a new Exhibit C is executed.
- (b) It is recognized that the Contractor may desire to change its electric service arrangements from time to time and that appropriate modifications may be required in the Exhibit C. Accordingly, the parties will consider a revision to the exhibit if and when the Contractor desires to change its arrangements, the United States reserving specifically the right to terminate this Exhibit C and require the substitution of a new exhibit in the event that the electric service arrangements of the Contractor are altered so that this exhibit no longer is in accordance with the altered arrangements or the principles set forth in the Contract.

Contractor's System Requirements

2. The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the parties that the Contractor's electric service arrangements are such that its system requirements are being supplied from the following sources only:

- (a) Firm power service from the United States.
- (b) Power service from other suppliers.
- (c) Power Service from the Contractor's own sources.

Section I

System Definitions - Scheduling Service

3. (a) The maximum demand for billing purposes shall be the maximum scheduled half hour delivery of energy to the Contractor by the Northern California Power Agency (NCPA) during the billing period, not to exceed the contract rate of delivery as set forth in Exhibit B, and adjusted in accordance with Rate Schedule CV-TPT1.

- (b) The total energy for billing purposes shall be the absolute half hour sum of the amounts of energy scheduled to the Contractor by NCPA during the billing period, adjusted in accordance with Rate Schedule CV-TPT1.

Billing Determinations - Scheduling Service

4. (a) The Contractor shall pay for all power and energy scheduled hereunder to its system during such period at the rate provided for in Article 13 of this contract.
- (b) The billing period shall be from 0000 on the first day of the month to 2400 on the last day of the month. The schedules of half-hourly energy to the Contractor by the Northern California Power Agency (NCPA) shall be based upon data provided to the Contracting Officer prior to the fifth working day each month, NCPA shall provide the United States with a complete half-hourly breakdown of its past month's schedules showing deliveries of power from the United States to the Contractor.

SECTION II

(To be implemented upon termination of Contract No. DE-M065-85WP59098)

System Definitions - Metered Service

5. (a) The Contractor's System Demand for any billing period shall be the sum, for the 30-minute interval in which the sum is largest, of the 30-minute integrated demands established during the billing period at the point(s) of delivery as measured and adjusted if necessary in accordance with Exhibit A, and of the 30-minute integrated demands established during the billing period at any point(s) of delivery at other than those where the United States makes deliveries.
- (b) The Contractor's System Energy Requirements for any billing period shall be the sum total of energy delivered during the billing period at the point(s) of delivery, as measured and adjusted if necessary in accordance with Exhibit A, and at the points of delivery at other than those where the United States makes deliveries.

Billing Determinations - Metered Service

6. (a) The billing demand and energy billed for power service in any billing period in which the Contractor's System Demand is equal to or less than the contract rate of delivery as set forth in Exhibit B, the Contractor shall pay for all power and energy delivered hereunder to its system during such period at the rate provided for in Article 13 of this contract.

(b) (1) The billing demand for firm power service in any billing period in which the Contractor's System Demand is larger than the contract rate of delivery as set forth in Exhibit B, the Contractor shall pay for electric service at the rate provided for in Article 13 using the effective contract rate of delivery set forth in Exhibit B, as the billing demand:

(2) The energy billed for firm power service in any billing period in which the Contractor's System Demand is larger than the contract rate of delivery, as set forth in Exhibit B, shall be determined by the following formula:

$$\text{Energy Billed} = \frac{A}{B} \times C$$

Where: A = The maximum contract rate of delivery for firm power service as established by Exhibit B, of the contract.

B = Contractor's System Demand as determined pursuant to paragraph 5(a), Section II.

C = Contractor's System Energy Requirements as determined pursuant to paragraph 5(b), Section II.

THE UNITED STATES OF AMERICA

By _____

Title _____

Address _____

CITY OF LODI

By _____

Title _____

Address _____

Attest:

RESOLUTION NO. 85-41

RESOLUTION APPROVING AMENDMENT NO. 2 TO CONTRACT NO. DE-MS65-82WP59015 UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION CENTRAL VALLEY PROJECT, CALIFORNIA - SUPPLEMENTAL CONTRACT FOR ELECTRIC SERVICE TO THE CITY OF LODI

RESOLVED that the City Council of the City of Lodi does hereby approved Amendment No. 2 to Contract No. DE-MS65-82WP59015 United States Department of Energy Western Area Power Administration Central Valley Project, California - Supplemental Contract for Electric Service to the City of Lodi a copy of which is attached hereto, identified as Exhibit A and thereby made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the subject document on behalf of the City of Lodi.

Dated: March 20, 1985

I hereby certify that Resolution No. 85-41 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 20, 1985 by the following vote:

Ayes: Council Members - Pinkerton, Reid
Hinchman, Olson,
and Snider (Mayor)

Noes: Council Members - None

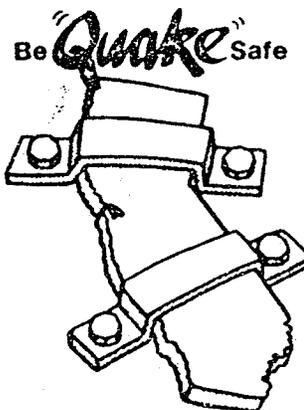
Absent: Council Members - None

Alice M. Reimche
City Clerk

Campaign Highlights

- Many local government officials will join with Governor George Deukmejian in proclaiming April 15-20, 1985 as Earthquake Preparedness Week.
- State and local Offices of Emergency Services, along with other agencies, will disseminate news clips and public service announcements to the media. These PSA's feature Governor Deukmejian and Yogi Bear.
- Yogi Bear, the official "Be-Prepared Spokesbear", will make personal appearances throughout the state and will "speak" to individuals about earthquake preparedness on a special toll-free number. Watch for his pamphlets, posters, stickers and billboards.
- A "shaking" van will schedule stops in California's shopping malls and at elementary schools to give participants "earth-shaking" rides.
- Safeway Stores will set up preparedness displays of emergency foods and supplies.
- Other major grocery stores will distribute grocery bags printed with earthquake preparedness tips.
- Major hardware store chains will display tools, equipment and techniques on how to secure potential home hazards.
- Girl Scout chapters will distribute earthquake preparedness literature and conduct hazard hunts in local neighborhoods.
- Various elementary schools, major corporations, and government agencies will demonstrate evacuation drills and emergency procedures.

As you can see, the Statewide Earthquake Campaign is a very extensive and ambitious one. Your cooperation can help to make it a successful one. Earthquake preparedness is everyone's concern.



Campaign Highlights

- Many local government officials will join with Governor George Deukmejian in proclaiming April 15-20, 1985 as Earthquake Preparedness Week.
- State and local Offices of Emergency Services, along with other agencies, will disseminate news clips and public service announcements to the media. These PSA's feature Governor Deukmejian and Yogi Bear.
- Yogi Bear, the official "Be-Prepared Spokesbear", will make personal appearances throughout the state and will "speak" to individuals about earthquake preparedness on a special toll-free number. Watch for his pamphlets, posters, stickers and billboards.
- A "shaking" van will schedule stops in California's shopping malls and at elementary schools to give participants "earth-shaking" rides.
- Safeway Stores will set up preparedness displays of emergency foods and supplies.
- Other major grocery stores will distribute grocery bags printed with earthquake preparedness tips.
- Major hardware store chains will display tools, equipment and techniques on how to secure potential home hazards.
- Girl Scout chapters will distribute earthquake preparedness literature and conduct hazard hunts in local neighborhoods.
- Various elementary schools, major corporations, and government agencies will demonstrate evacuation drills and emergency procedures.

As you can see, the Statewide Earthquake Campaign is a very extensive and ambitious one. Your cooperation can help to make it a successful one. Earthquake preparedness is everyone's concern.



Campaign Highlights

- Many local government officials will join with Governor George Deukmejian in proclaiming April 15-20, 1985 as Earthquake Preparedness Week.
- State and local Offices of Emergency Services, along with other agencies, will disseminate news clips and public service announcements to the media. These PSA's feature Governor Deukmejian and Yogi Bear.
- Yogi Bear, the official "Be-Prepared Spokesbear", will make personal appearances throughout the state and will "speak" to individuals about earthquake preparedness on a special toll-free number. Watch for his pamphlets, posters, stickers and billboards.
- A "shaking" van will schedule stops in California's shopping malls and at elementary schools to give participants "earth-shaking" rides.
- Safeway Stores will set up preparedness displays of emergency foods and supplies.
- Other major grocery stores will distribute grocery bags printed with earthquake preparedness tips.
- Major hardware store chains will display tools, equipment and techniques on how to secure potential home hazards.
- Girl Scout chapters will distribute earthquake preparedness literature and conduct hazard hunts in local neighborhoods.
- Various elementary schools, major corporations, and government agencies will demonstrate evacuation drills and emergency procedures.

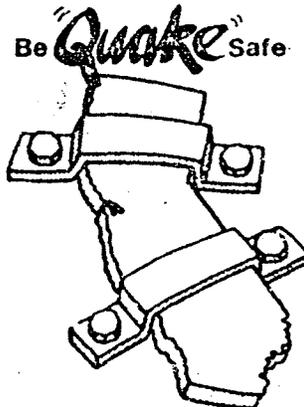
As you can see, the Statewide Earthquake Campaign is a very extensive and ambitious one. Your cooperation can help to make it a successful one. Earthquake preparedness is everyone's concern.



Campaign Highlights

- Many local government officials will join with Governor George Deukmejian in proclaiming April 15-20, 1985 as Earthquake Preparedness Week.
- State and local Offices of Emergency Services, along with other agencies, will disseminate news clips and public service announcements to the media. These PSA's feature Governor Deukmejian and Yogi Bear.
- Yogi Bear, the official "Be-Prepared Spokesbear", will make personal appearances throughout the state and will "speak" to individuals about earthquake preparedness on a special toll-free number. Watch for his pamphlets, posters, stickers and billboards.
- A "shaking" van will schedule stops in California's shopping malls and at elementary schools to give participants "earth-shaking" rides.
- Safeway Stores will set up preparedness displays of emergency foods and supplies.
- Other major grocery stores will distribute grocery bags printed with earthquake preparedness tips.
- Major hardware store chains will display tools, equipment and techniques on how to secure potential home hazards.
- Girl Scout chapters will distribute earthquake preparedness literature and conduct hazard hunts in local neighborhoods.
- Various elementary schools, major corporations, and government agencies will demonstrate evacuation drills and emergency procedures.

As you can see, the Statewide Earthquake Campaign is a very extensive and ambitious one. Your cooperation can help to make it a successful one. Earthquake preparedness is everyone's concern.



Earthquake Preparedness Proclamation for City/County

(GENERIC - WITH LITTLE OR NO QUAKE HISTORY)

WHEREAS, California is entering a period of increased seismic activity with more earthquakes occurring in the past two years above Richter magnitude 6 than in the previous two decades; and

WHEREAS, there is a possibility that our city/county could experience a damaging earthquake in the future, because past earthquakes demonstrate that all of California should be considered "earthquake country"; and

WHEREAS, the residents of our city/county frequently travel through or visit areas of the state which are likely to experience earthquakes of damaging intensities at some time in the future; and

WHEREAS, emergency preparedness measures taken by a community before, during, and after a damaging earthquake can reduce loss of life and property, ease fears, and lessen confusion; and

WHEREAS, with the assistance of the Governor's Office of Emergency Services, volunteer agencies, private businesses, and the federal government, the _____ Office of Emergency Services will attempt to inform and educate _____ residents about earthquake preparedness:

NOW THEREFORE BE IT RESOLVED that the week of April 15-20, 1985 is hereby proclaimed Earthquake Preparedness Week, and all residents are urged to learn what to do before, during, and after an earthquake to prevent injuries, loss of life, and property damage.

BE IT FURTHER RESOLVED that the city/county of _____ will provide its residents, including school children and disabled, appropriate earthquake safety information, not only during this special week, but throughout the year.

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA



A PROCLAMATION
by the Governor of the State of California.

WHEREAS, California is experiencing a period of increased seismic activity which is likely to produce more earthquakes of damaging intensities in the future; and

WHEREAS, emergency preparedness measures taken before, during, and after a damaging earthquake can reduce loss of life and property, ease fears, and lessen the confusion which follows a tremor; and

WHEREAS, during the week of April 15, the Governor's Office of Emergency Services, with the assistance of governmental agencies, service organizations, elementary schools, major corporations, Neighborhood Crime Watch groups, Girl Scout chapters, and private citizens, will work to inform and educate all California residents about such earthquake preparedness measures; and

WHEREAS, this year California officials will be assisted in their efforts to "get California quake safe" by the enthusiastic, popular character, Yogi Bear; and

WHEREAS, it is important that earthquake safety information which is distributed during the week of April 15 be studied and observed throughout the year;

NOW, THEREFORE, I, GEORGE DEUKMEJIAN, Governor of the State of California, do hereby proclaim April 15-20, 1985 as Earthquake Preparedness Week and urge all citizens to learn proper safety measures to follow before, during, and after an earthquake to prevent injuries, loss of life, and property damage.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of January 1985.

George Deukmejian
Governor of California

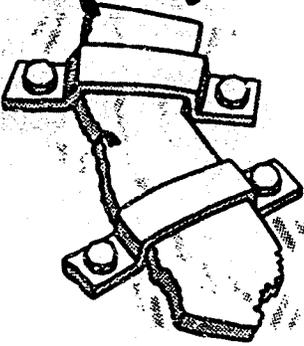
ATTEST:

March Forgy Eie
Secretary of State

By *Marjorie Hershberger*
Deputy Secretary of State



Be "Quake" Safe



NEWS RELEASE

CONTACT:

Anita Garcia, Public Information Officer
Governor's Office of Emergency Services
916-427-4523

Statewide Quake Week April 15-20

The telephones are dead. Broken dishes and splintered glass cover the floor. Children cry. No gas, no electricity, no water.....and no immediate help.

These images portray the aftermath of a catastrophic earthquake --- one which many experts predict will strike California within the next 30 years.

In an effort to motivate residents to prepare for such a disaster, the Governor's Office of Emergency Services will conduct, for the first time, a major statewide earthquake preparedness campaign.

This extensive endeavor, coordinated with various other government agencies, volunteer organizations, major corporations, elementary schools and Girl Scout chapters, will educate Californians about safety and survival techniques of earthquake preparedness.

MORE

"Our aim is not just to make people aware of what to do to get ready, but to motivate people to take action by preparing," says Bill Medigovich, Director of the Governor's Office of Emergency Services.

In support of the campaign, Governor George Deukmejian has proclaimed April 15-20, 1985 as Earthquake Preparedness Week, which will be highlighted by local and statewide events (see Statewide Campaign Highlights).

The campaign message -- "BE QUAKE SAFE!" -- reminds all individuals of the frequent but moderate earthquakes that have rumbled through California in recent months. Preparedness in a major quake, officials say, can save lives, reduce injuries and prevent unnecessary and costly destruction.

###

Suggested Statewide Calendar for Earthquake Preparedness Week

April 15-20, 1985

o If possible, try to schedule local community events to fit in with the following target groups and days--

o But BE FLEXIBLE - this is only a suggested calendar and may not be appropriate to your local needs.

o Remember, any event that promotes Earthquake Preparedness Week is important.

o Involve volunteer organizations (example: Red Cross, chapters, Girl Scouts, Neighborhood Watch Groups).

Monday 4/15	Tuesday 4/16	Wednesday 4/17	Thursday 4/18	Friday 4/19	Saturday 4/20
Volunteer and Community Preparedness Day	School Preparedness Day	Private Sector Employee Preparedness Day	Government Employee Preparedness Day	Family Preparedness Day	General Public Preparedness Day
<ul style="list-style-type: none"> o Neighborhood Watch Groups activities o Girl Scouts patch program activities o Red Cross training o Endorsements by service clubs/mayors/-city councils, etc. o Distribution of preparedness materials o Fire prevention activities o Media events 	<ul style="list-style-type: none"> o School earthquake drills o Curriculum activities o Films o School exhibits o Yogi Bear appearances 	<ul style="list-style-type: none"> o Brown bag lunch seminars o Hazard hunts at work site o First Aid workshops o Evacuation procedures o Endorsements by President/-Chief Executive Officer o Exhibits 	<ul style="list-style-type: none"> o Equipment demonstrations o Hospital drills o Fire/Emergency response drills o Search and Rescue techniques o Simulation of disaster event o Day-After earthquake scenario enactment o Media events 	<ul style="list-style-type: none"> o Home hazard hunts o Neighborhood canvassing/resources evaluations o Teams to go out and strap water heaters o Teams to distribute materials o Emergency kit displays 	<ul style="list-style-type: none"> o Emergency food preparation demos (grocery stores) o Shopping Mall displays o Earthquake wrench/gas shut-off demos (hardware stores) o Distribution of preparedness materials

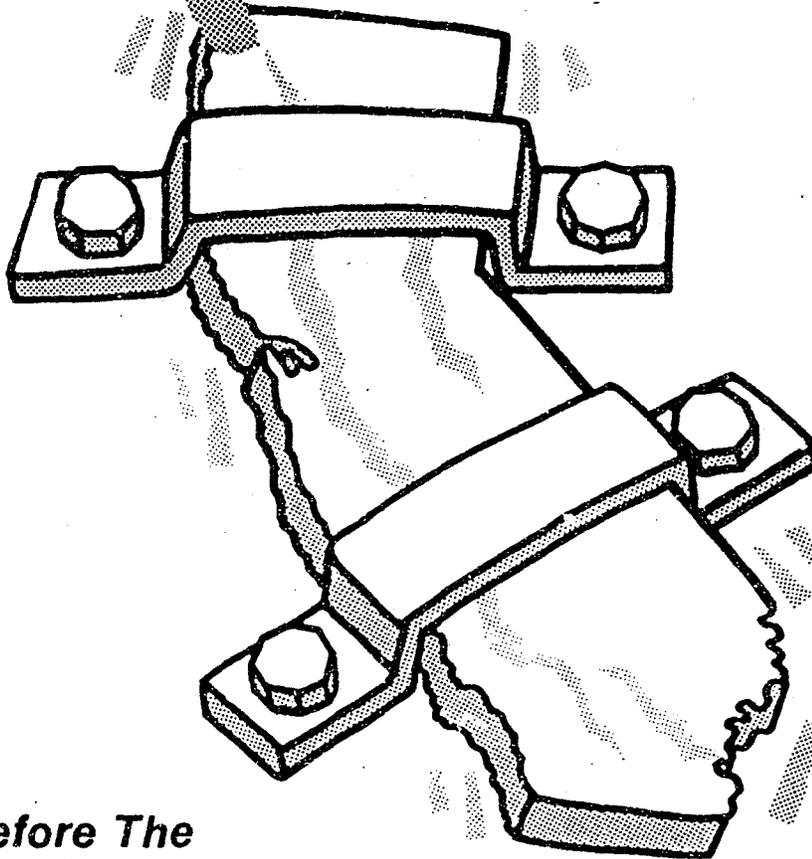
Campaign Highlights

- Many local government officials will join with Governor George Deukmejian in proclaiming April 15-20, 1985 as Earthquake Preparedness Week.
- State and local Offices of Emergency Services, along with other agencies, will disseminate news clips and public service announcements to the media. These PSA's feature Governor Deukmejian and Yogi Bear.
- Yogi Bear, the official "Be-Prepared Spokesbear", will make personal appearances throughout the state and will "speak" to individuals about earthquake preparedness on a special toll-free number. Watch for his pamphlets, posters, stickers and billboards.
- A "shaking" van will schedule stops in California's shopping malls and at elementary schools to give participants "earth-shaking" rides.
- Safeway Stores will set up preparedness displays of emergency foods and supplies.
- Other major grocery stores will distribute grocery bags printed with earthquake preparedness tips.
- Major hardware store chains will display tools, equipment and techniques on how to secure potential home hazards.
- Girl Scout chapters will distribute earthquake preparedness literature and conduct hazard hunts in local neighborhoods.
- Various elementary schools, major corporations, and government agencies will demonstrate evacuation drills and emergency procedures.

As you can see, the Statewide Earthquake Campaign is a very extensive and ambitious one. Your cooperation can help to make it a successful one. Earthquake preparedness is everyone's concern.



Be *Quake* Safe



Before The Shaking

- Learn first aid and CPR from your local Red Cross chapter.
- Learn how to shut off gas, water and electricity.
- Secure water heater and appliances.
- Maintain emergency supplies.

During The Shaking

- Get under a desk or table or stand in a doorway or corner.
- If outdoors, get into an open area.

After The Shaking

- Hunt for hazards.
- Turn on your portable radio for instructions and news reports.
- Be prepared for aftershocks.

Earthquake Preparedness Week, April 15-20, 1985

Information from your local and State Office of Emergency Services

PER STEVE, 3/20/85:

The structure we propose is a certificate of participation to finance the Community Center and the method of obtaining money for that relies upon a theory that we have based upon decisions of the California Supreme Court.

The crucial one is San Francisco v. Ferrell holding that payroll and gross receipts tax imposed by a majority vote was not a special tax under Proposition 13 because the proceeds were placed in the general fund of the city and used for general purposes.

Fenton v. City of Delano (December 1984) Fifth Appellate District Court decision where Delano levied a fee on the users of gas, electricity, telephone and cable tv services. The court said that was correct under Proposition 13 because the City used Government Code §37100.5. That Section allows a general law city to levy any tax that may be levied by a charter city, subject to voter approval. Again, the holding was that the proceeds of this levy were to be placed in the general fund and therefore under GC §37100.5, the levy was not a special tax and the voting requirements of Proposition 13 did not apply.

Per Ken Jones, this structures works because under charter city law, it is clear that matters of a fiscal nature are municipal

affairs and since we believe a charter city can levy a tax on real property on other than an ad velorum basis and use the proceeds for general purposes, the 2/3 vote under Proposition 13 does not apply.

Taking it one step further, under GC §37100.5, a general law city can do the same thing.

CAUTION: In Heckendorn v. San Marino which was also decided in December 1984, you can't do anything that smacks of ad velorum tax. In that case, they remanded the proceedings back to the trial court for determination as to whether the Mello-Roos levy was an ad velorum tax.

Per Ken Jones: Because of Delano and GC §37100.5, it may be appropriate for Lodi to consider levying this tax on users of utilities within the City (uniform or arbitrary).

Per Ken: To be utterly safe, we could do some validating to make it right. Could use a mandamus proceeding. Have city clerk refuse to send for collection. File against clerk. Get validation done before certificates go out. Not do certificates and vote. Do all at one time. Commercial users pay more? (Steve thinks so).

Mello-Roos 2/3 vote.

Go to Council with intent of levying a special tax on which to support community center.

CITY COUNCIL

JOHN R. (Randy) SNIDER, Mayor
DAVID M. HINCHMAN
Mayor Pro Tempore
EVELYN M. OLSON
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI RECEIVED

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

1985 MAR -6 AM 9:31

ALICE M. REIMCHE
CITY CLERK
CITY OF LODI

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

March 5, 1985

Larry L. Walker, President
Holz Rubber Company
P.O. Box 109
Lodi, CA 95241

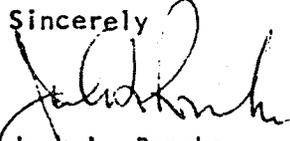
SUBJECT: Improvement Deferral Agreement

Enclosed is a final draft of the Improvement Deferral Agreement covering the condition of the Chief Building Inspector's letter dated February 26, 1985, which was related to sidewalk installation.

Please execute both copies of the attached agreement and forward them to this office for execution by the City Manager. We will then forward to you, for your files, one fully executed copy of this agreement.

If you have any questions, please contact me.

Sincerely


Jack L. Ronsko
Public Works Director

cc: City Manager ✓
Chief Building Inspector

Enclosures

JLR/eeh

CITY COUNCIL

JOHN R. (Randy) SNIDER, Mayor
DAVID M. HINCHMAN
Mayor Pro Tempore
EVELYN M. OLSON
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI RECEIVED

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

1985 MAR -4 AM 7:28

ALICE M. REIMCHE
CITY CLERK
CITY OF LODI

HENRY A. GLAVES, Jr.
City Manager
ALICE M. REIMCHE
City Clerk
RONALD M. STEIN
City Attorney

March 1, 1985

Larry L. Walker, President
Holz Rubber Company
P.O. Box 109
Lodi, CA 95241

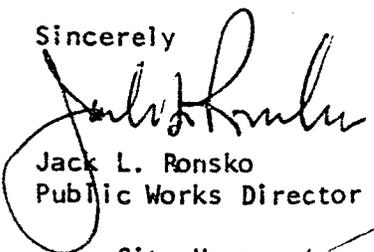
SUBJECT: Conditions of Building Permit for Press Pit

Per our conversation in your office yesterday, I am enclosing a draft agreement which covers two items, 2A and 2B of the Chief Building Inspector's letter of February 26, 1985. This draft has not yet been reviewed by our City Attorney.

Please note that I have extended the time limit longer than the year requested in order that if the work is not fully completed this calendar year, that there will be some reasonable construction weather in 1986 in order to complete the commitment.

Please feel free to comment on this draft and return it at your earliest convenience. This agreement must be executed and the \$616.00 paid to the City for the Street Lights prior to the issuance of the building permit. If you have any questions concerning this matter, please contact me.

Sincerely



Jack L. Ronsko
Public Works Director

cc: City Manager
Chief Building Inspector
Assistant Utility Director
City Attorney

JLR/eeh

Enclosure

ROUGH DRAFT

Return to:
City Clerk City Hall
Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT

1200 S. Sacramento Street
Assessor's Parcel 045-290-01

THIS AGREEMENT, entered into by and between HOLZ RUBBER COMPANY, hereinafter called Developer, and the CITY OF LODI, a municipal corporation, hereinafter called City.

WHEREAS, Developer is owner of that certain real property situate in the County of San Joaquin, State of California, and described above and shown on the attached Exhibit A;

WHEREAS, Developer, at the present time, wishes to make improvements on said property and is desirous of complying with existing City ordinances and policies regarding the recording of subdivision maps as set forth in Chapter 5, Article V of the Lodi Municipal Code and this Agreement is being entered into for the purpose of setting forth the rights, duties and obligations of the parties hereto with respect to the following:

1. Developer to pay to City \$ 616⁰⁰ prior to issuance of a building permit for the purpose of having City utility personnel install two (2) street lights on existing wooden poles.
2. Developer will install sidewalk and commercial driveways fronting subject property, where improvements do not presently exist, by June 30, 1986.

Improvements will comply with City of Lodi Standard Plans and will include removal and replacement of any unused or unneeded driveways.

3. Developer will have his Contractor obtain a City Encroachment Permit to cover above improvements to be made. Work need not all be done at one time.
4. This Agreement shall be binding on the Developer, its heirs, successors or assigns.
5. In the event that the aforesaid improvements are not installed upon demand of City, then City is hereby authorized to install said facilities and may file suit against Developer, its heirs, successors or assigns for the costs incurred, as well as for a reasonable sum to be allowed as and for the City's attorney's fees incurred in connection with such litigation for the collection of the monies due or may file a lien against said property for the costs incurred.
6. A copy of this Agreement shall be recorded in the office of the San Joaquin County Recorder, Stockton, California.
7. All notices required to be given to City shall be addressed as follows:

Jack L. Ronko,
Public Works Director
Call Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Larry L. Walker
President
Holz Rubber Co., Inc.
P.O. Box 109
Lodi, CA 95241

IN WITNESS WHEREOF, the parties hereto have set their hands this _____
day of _____, 1985.

HOLZ RUBBER COMPANY, INC.

CITY OF LODI, a municipal corporation

By: _____
Larry L. Walker
President, Lodi Division

By: _____
Henry A. Glaves, City Manager

Attest: _____