

CITY COUNCIL MEETING
APRIL 3, 1985

CC 74 *Ag 393*
CITY/COUNTY
AGREEMENT RE-
LATED TO
TRANSFER OF
OWNERSHIP ON
HARNEY LANE
SANITARY
LANDFILL
APPROVED

Council was apprised that the County of San Joaquin is request-
ing that the City of Lodi enter into an Agreement which
provides for the County to purchase the City of Lodi property
at the Harney Lane Landfill for the sum of \$1.00.

The execution of this agreement would then make the County
fully responsible for the proper closure for all of the
existing Harney Lane Landfill and for any future maintenance or
monitoring as required by the State's Solid Waste Management
Board. Since the City of Lodi is not set up to do long-term
maintenance or monitoring on this type of facility, it is felt
that it is in the best interest of the City to transfer
ownership of the Harney Lane Landfill property to the County of
San Joaquin.

RES. NO. 85-42

COUNCIL ADOPTED RESOLUTION NO. 85-42 APPROVING THE AMENDED
AGREEMENT BETWEEN THE CITY OF LODI AND THE COUNTY OF SAN
JOAQUIN FOR THE PURCHASE OF REAL PROPERTY AT THE HARNEY LANE
SANITARY LANDFILL AND AUTHORIZED THE MAYOR AND CITY CLERK TO
EXECUTE THE SUBJECT AGREEMENT ON BEHALF OF THE CITY.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

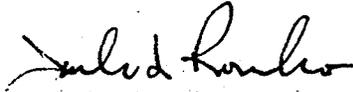
COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
DATE: March 25, 1985
SUBJECT: City-County Agreement Related to Transfer of Ownership
on Harney Lane Sanitary Landfill

RECOMMENDED ACTION: That the City Council authorize the Mayor to execute the attached agreement.

BACKGROUND INFORMATION: The County of San Joaquin is requesting that the City of Lodi enter into the attached agreement which provides for the County purchasing our property at the Harney Lane Landfill for the sum of \$1.

The execution of this agreement would then make the County fully responsible for the proper closure for all of the existing Harney Lane Landfill and for any future maintenance or monitoring as required by the State's Solid Waste Management Board. Since the City of Lodi is not set up to do long-term maintenance or monitoring on this type of facility, it is felt that it is in the best interest of the City to transfer ownership of the Harney Lane Landfill property to the County of San Joaquin.


Jack L. Ronsko
Public Works Director

Attachment

JLR/eeh

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.



The Drawing Board, Inc. P.O. BOX 220505 - DALLAS, TEXAS 75222

MEMO-letter

CITY OF LODI

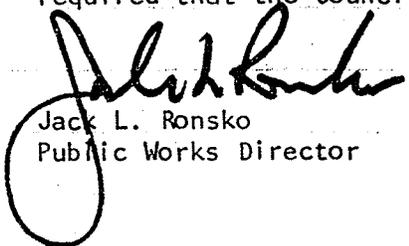
City Hall • 221 West Pine Street • Lodi, California 95240

(209) 334-5634

To: City Clerk
FROM: Public Works Director

Date: March 25, 1985
Subject: Harney Lane Sanitary Landfill
Agenda Item

This is to let you know that I have confirmed with Dave Rollins of the County that this item must be on the agenda for April 3, 1985. The County is planning to take the Harney Lane and Lee Hall purchase to the Board of Supervisors on April 16. At that time they must have all approvals in hand; therefore, it is required that the Council take action on April 3, 1985.


Jack L. Ronsko
Public Works Director

AGREEMENT REGARDING HARNEY LANE SANITARY LANDFILL

This Agreement is made and entered into as of the 2nd day of January 1975 by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter called "County".

WHEREAS, City and County presently have title to certain parcels of real and personal property within the area known as the HARNEY LANE SANITARY LANDFILL, located at 14750 East Harney Lane, Lodi, California, hereinafter called "Landfill"; and

WHEREAS, City has heretofore operated, maintained and supervised said Landfill for the joint benefit of County and City; and

WHEREAS, City and County now deem it desirable that County assume the sole responsibility for the operation, maintenance and supervision of said Landfill; and

WHEREAS, the County-owned parcel of real property within said Landfill is no longer usable as landfill; and

WHEREAS, a portion of the parcel owned by City still has a useful life for the purpose of conducting landfill operations thereon,

NOW, THEREFORE, City and County do hereby agree as follows:

1. For valuable consideration and for services to be rendered by County, City does hereby lease to County and County does hereby take from City that real property situate in the County of San Joaquin, State of California, described as follows:

The Northeast Quarter of Section 19, Township 3 North, Range 8 East, Mount Diablo Base and Meridian.

EXCEPT the West 60 acres of said Quarter Section.

ALSO EXCEPT that certain strip of land conveyed to East Bay Municipal Utility District by Deed dated September 13, 1927, and recorded October 7, 1927, in Vol. 201 of Official Records, page 261, San Joaquin County Records.

ALSO EXCEPT that portion deeded to the County for road purposes.

TOGETHER with the personal property situate upon said property owned by City and being the well; machine shop; safe; desk; chair; a 50-gallon fuel drum with pumping capability, located within the machine shop; the three-horse-power pump and 3,000 gallon water tank.

County agrees that upon the end or sooner termination of Lease, said personal property shall be returned to City in substantially the same condition as the same now is, usual wear and tear excepted.

County is hereby given the right to change the combination of the hereinabove referred-to safe at no cost to City.

2. This Lease and this Agreement shall commence as of January 1, 1975.

This lease shall terminate as of the date that said real property may no longer be used as a sanitary landfill. The determination of this fact shall be made by County and such determination shall at all times be subject to complying with the requirements of the Environmental Protection Agency, the Water Quality Control Commission, or any other governmental agency and/or commission which may have any right to determine the use of the property in question for a sanitary landfill. Any such closure shall be subject to compliance with any of the regulations of any of the afore-said regulatory bodies.

3. County is hereby given the exclusive right to use the remaining portion of City's real property which has been unused for sanitary landfill purposes.
4. County will remove and return to City, at commencement of this Lease, any lock owned by City and used upon or within said real property and will replace such locks with County locks at no cost to City. At the termination of this Lease, said County locks shall remain the property of County and will be removed by County at no cost to City.
5. County shall be responsible for the maintenance and preservation of all existing boundary line fences located upon said property.

6. City and County shall each have the right to continue, as they have in the past, to use said Landfill for the dumping of materials and/or debris delivered to the premises by their respective vehicles at no cost to either party.
7. County will cause its representative's name to be inserted in Paragraph 8 of the existing Lease of the HD-21B tractor used at said Landfill.
8. County agrees that City may continue to use a portion of the site, as they have in the past, for the purpose of oil mixing native material. In this connection County agrees to deliver approximately 500 cubic yards of native material from the excavation of trenches to be created by County and said materials shall be stockpiled by County next to City's

operation. City agrees to process and mix approximately 100 cubic yards of dirt annually for County, for use by County at the site provided that the liquid asphalt for the mix is paid for by County to City.

9. City shall have the right to have its franchise refuse collector continue to deposit refuse collected from the residents of the City of Lodi at said Landfill. City shall pay to County commencing as of the effective date of this Agreement, an amount equal to five percent (5%) of the gross refuse fees collected from residents of the City. The first payment shall be made by City to County on March 1, 1975 and shall cover the period of collections received by City for the month of January 1975 and payment shall continue monthly thereafter for the succeeding months of this Agreement. As of the close of the fiscal year on June 30, 1975, County shall make an accounting and determination of the cost of operation of said Landfill. In the event that said operation has been operated at a loss, then City agrees that the percentage will be increased from 5% to a maximum of seven percent (7%) of the collections made by the City. In the event that said financial statement shows that County has operated the site at a profit, then said percentage figure shall be reduced from 5% to a minimum of three percent (3%). Thereafter and for the ensuing fiscal year this percentage figure shall remain unchanged based upon the foregoing formula until the ensuing fiscal year of June 30, 1976 at which time a similar adjustment will be made by the City and County following the aforesaid formula and a like adjustment shall be made annually thereafter within the limitations set forth herein. It is County's intent to operate said Landfill on a "break even" basis. Therefore, in the event any monies or credits are due either party by reason of the adjustments contemplated by this paragraph, said payments or credits shall cover the preceding six months and, thereafter, the preceding twelve months. Payment of any monies or allowance of any credit shall be made within 60 days after the end of each fiscal year during the period of this Agreement.

10. City will pay County a sum of money equal to the amount of accrued sick leave and vacation pay as to all City employees who will transfer into the employ of County for the purposes of working said Landfill site. The amount of money to be paid by City to County shall be computed from the time of employment of that particular employee with the City, up to and including December 31, 1974. Said payment shall be made by City to County within 30 days of the effective date of this Agreement.

11. County does hereby agree to indemnify and save City free and harmless from any and all liability for injury or damage to persons or property in connection with its operation and use of the property leased by City to County. In this connection, County agrees to cause City to be named as an additional assured on its comprehensive liability insurance

policy at no cost to City.

13. County will purchase from City for cash and pay for the same, within 30 days after the effective date of this Agreement, the following items at the following prices:

- (a) The Front-End-Loader vehicle presently used at the said Landfill \$1800.00
- (b) The diesel fuel tank presently used at the said Landfill, mounted on a chassis owned by the County: \$ 100.00
- (c) The water tank presently used at the said Landfill: \$ 60.00

14. City does hereby transfer and County does hereby accept title and ownership to the portable office and the cash box located within the portable office presently situated at the Landfill and which items were purchased with Landfill operation funds generated immediately prior to the execution of this Agreement.

15. This Lease may be modified or the terms waived by mutual agreement of the parties hereto or their designated agents.

IN WITNESS WHEREOF, County and City have executed this Agreement effective as of the 1st day of JANUARY 1975.

CITY OF LODI, a municipal corporation

Attest:

Alice M. Rimoli
City Clerk

By [Signature]
Mayor

COUNTY OF SAN JOAQUIN, a political
subdivision of the State of California

Attest: Ralph W. Epperson
County Clerk

By *Margaret A. Smith*
Deputy County Clerk

By *[Signature]*
Chairman of the Board of Supervisors

Approved as to Form:

GERALD N. DERMODY
County Counsel

By *Gerald N. Dermody*
GERALD N. DERMODY
Deputy County Counsel

ce

Before the Board of Supervisors
County of San Joaquin, State of California

B- 85-360

MOTION: WILHOIT/CASTLES

AUTHORIZATION OF MAILING
RE: HARNEY LANE SANITARY LANDFILL

THIS BOARD OF SUPERVISORS does hereby authorize
the mailing of the attached letter regarding Information
on the Purchase of the Lee Hall Property for Soil Materials
Required at the Existing Harney Lane Sanitary Landfill.

I HEREBY CERTIFY that the above order was passed and adopted on March 5, 1985
by the following vote of the Board of Supervisors, to wit:

AYES: BARBER, WILHOIT, CASTLES, SOUSA, COSTA

NOES: NONE

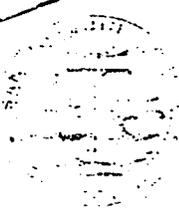
ABSENT: NONE

ABSTAIN: NONE

Copies to: COB, BOS, CAO,
Counsel, Public Works
Leland Hall


JORETTA J. HAYDE
Clerk of the Board of Supervisors
County of San Joaquin
State of California

JORETTA J. HAYDE



BOARD OF SUPERVISORS

222 EAST WEBER AVENUE, ROOM 701
STOCKTON, CALIFORNIA 95202

TELEPHONE: 209/944-3113

EVELYN L. COSTA, CHAIRMAN
FIFTH DISTRICT

DOUGLASS W. WILHOIT, VICE-CHAIRMAN
SECOND DISTRICT

WILLIAM N. SOUSA
FIRST DISTRICT

TOM W. CASTLES
THIRD DISTRICT

GEORGE L. BARBER
FOURTH DISTRICT

MARCH 4, 1985

TO WHOM IT MAY CONCERN:

INFORMATION ON THE PURCHASE OF THE LEE HALL PROPERTY
FOR SOIL MATERIALS REQUIRED AT THE EXISTING
HARNEY LANE SANITARY LANDFILL

Recognizing the concerns of property owners living near the Harney Lane Sanitary Landfill and the Lee Hall property regarding the potential expansion of the Landfill onto the Hall property, the Board of Supervisors has directed staff to prepare the attached documents which present factual information on the Board's decision to proceed with acquiring the Hall property.

1. Chronology of Events

The first report summarizes all Board action that pertains to acquiring the Lee Hall property. The involvement in this purchase began on September 25, 1984, and will be finalized only after receipt of additional consultants reports that are due by April 1, 1985. The important point is that the Board of Supervisors has required additional independent consultant studies to answer the concerns raised by citizens that pertain to drainage, excavation plans, and the feasibility of extending the life of the existing Harney Lane Landfill site.

2. Financial Justification

The second report presents a financial analysis on why the purchase of the Hall property, solely for acquiring cover material for the existing Landfill site, is a sound financial decision. All suggestions that alternative sites are available, at less cost, for acquiring cover material have been investigated and have been determined to result in additional cost to the taxpayers.

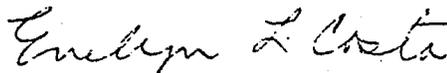
To Whom it May Concern
Information on the Purchase of the
Lee Hall Property for Soil Materials
Required at the Existing Harney
Lane Sanitary Landfill

March 4, 1985
Page Two

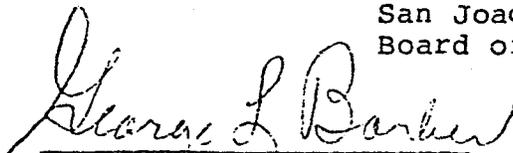
We hope the attached information will help allay some of the concerns and fears that have been expressed by citizens who live on Harney Lane. The Board's actions have not been precipitous, but rather, based on rational reasons and independent consultant studies to answer the valid concerns raised by citizens and individual Board Members.

As additional information is received on this subject, we will attempt to keep the public informed on the findings and conclusions of the consultant's reports.

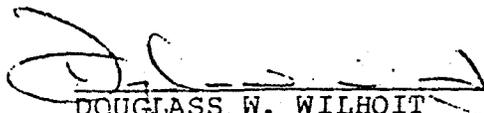
Very truly yours,



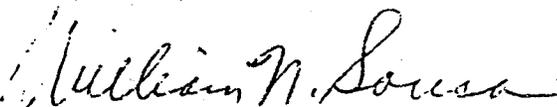
EVELYN COSTA, Chairman
San Joaquin County
Board of Supervisors



GEORGE L. BARBER
Supervisor



DOUGLASS W. WILHOIT
Supervisor



WILLIAM N. SOUSA
Supervisor



TOM W. CASTLES
Supervisor

DDR:st

c: County Administrator
Public Works
County Counsel

CHRONOLOGY OF EVENTS CONCERNING
THE PURCHASE OF THE LEE HALL PROPERTY
By Tom Horton - February 19, 1985

<u>DATE</u>	<u>EVENT</u>
Sept. 25, 1984	The San Joaquin County Board of Supervisors considered certification of the Environmental Impact Report for the proposed Harney Lane Landfill replacement on the Arizcuren property. The Board of Supervisors postponed certification for one (1) week and directed the Public Works Department to review ground and surface drainage problems raised by opponents, and report back to the Board of Supervisors.
Oct. 2, 1984	The Board of Supervisors met to review the Public Works Department's findings and to consider certifying the Environmental Impact Report for the Arizcuren property. The Board of Supervisors determined that it did not have sufficient data to make a decision. The Board of Supervisors also realized that any delay could create a problem in that the present landfill would probably close before a replacement site could be developed. The Board of Supervisors directed the Public Works Department to develop a plan to prepare updated financial data for the various alternatives for a North County disposal site.
Oct. 23, 1984	Public Works presented a plan of action to the Board of Supervisors which was adopted. This plan was based on the realization that any further delays would place the opening of the proposed landfill beyond the closing date of the present landfill. Therefore, the plan required development of an interim disposal plan for the period of time after the closure of the present site and the opening of a new site. Hekimian Van Dorpe Associates, the consultant performing an update of the County Solid Waste Plan, was selected to prepare the interim disposal plan, and also, to prepare an economical analysis of the long term disposal alternatives.
Oct. 1984	Tom Horton, County Solid Waste Manager, contacted Lee Hall to obtain a drainage easement across his property. At that time, Mr. Hall said that there was extra soil available on property which he owned, to the south of the landfill. He offered to sell the property to the County.
Nov. 1984	New State regulations became effective which substantially changed the requirements for closing landfills. The current Harney Lane closure plan became obsolete and could not meet the new standards. Basically, two (2) additional feet of cover material is required over the entire site. Also, surface slopes must be increased from .5% to 3%. Also, a monitoring program must be developed.
Nov. 1984	Public Works began negotiating purchase of the Lee Hall property.

CHRONOLOGY OF EVENTS CONCERNING
THE PURCHASE OF THE LEE HALL PROPERTY
By Tom Horton - February 19, 1985

<u>DATE</u>	<u>EVENT</u>
Nov. 13, 1984	Tom Horton met with Nancy Ostiguy, a staff member of the California Waste Management Board. Ms. Ostiguy indicated the following. A permit revision will not be required to place an additional lift of refuse on County property south of the labor camp since this area is included in the present permit. Also, the County can place an additional lift over the present landfill without a permit revision.
Nov. 1984	Public Works contacted the East Bay Municipal Utility District to obtain requirements for crossing their water mains.
Nov. 19, 1984	A. J. Tschirky, Senior Real Property Agent, Public Works Department, appraised the Lee Hall property at \$535,000.00.
Dec. 12, 1984	Chet Davisson, Director of the Department of Planning and Building Inspection, found the proposed excavation of the Lee Hall property to be in conformance with the applicable General Plan map and policies.
Dec. 18, 1984	The Board of Supervisors adopted a resolution of intention to purchase the Lee Hall property for the sum of \$535,000.00, set January 15th as the date to consummate the purchase and directed the Clerk of the Board to advertise the resolution, as required in Government Code Sections 25350 and 6063.
Dec. 23, 1984	Notice of the Resolution of Intention to Purchase the Lee Hall Property was published in the Stockton Record.
Dec. 30, 1984	Second publication of the Resolution in the Stockton Record.
Jan. 6, 1985	Third publication of the Resolution in the Stockton Record.
Jan. 15, 1985	The Board of Supervisors held a hearing to discuss purchase of the Hall property. The Board of Supervisors directed Public Works to negotiate a condition in the Lee Hall agreement which would require the preparation of an approved drainage plan which would consider drainage of the project, surrounding properties, and flooding of the South Paddy Creek.
Jan. 22, 1985	The Board of Supervisors approved the Agreement for Purchase of Real Property from Lee Hall, contingent upon the following: <ol style="list-style-type: none">1. County's receipt and approval, within 90 days, of the Interim Disposal Report by Hekimian Van Dorpe Associates recommending continuation of landfilling at the existing Harney Lane Landfill, utilizing offsite material.

CHRONOLOGY OF EVENTS CONCERNING
THE PURCHASE OF THE LEE HALL PROPERTY
By Tom Horton - February 19, 1985

<u>DATE</u>	<u>EVENT</u>
	2. County's ability to obtain necessary permits, if any, within 90 days.
	3. County's ability to obtain necessary State and local approvals for purchase of real property within 90 days.
	4. County's receipt and approval within 90 days of a drainage plan which adequately addresses all drainage problems.
Jan. 22, 1985	The Board of Supervisors selected the consulting firm of George S. Nolte and Associates to prepare the drainage plan.
Feb. 12, 1985	The Board of Supervisors authorized an Agreement with George S. Nolte and Associates to prepare an excavation and drainage plan for the Lee Hall property and a closure and drainage plan for the present Harney Lane Landfill. The plan is to be prepared within 45 days.
March 1, 1985	The interim disposal plan, which is being prepared by Hekimian Van Dorpe Associates, will be due.
April 1, 1985	The Lee Hall property drainage plan will be due.
April 1, 1985	A draft of the long term disposal alternatives for North County Waste, being prepared by Hekimian Van Dorpe Associates, will be due.

PURCHASE OF PROPERTY FOR SOIL MATERIAL
FOR HARNEY LANE SANITARY LANDFILL
BY TOM HORTON FEBRUARY 19, 1985

San Joaquin County and the City of Lodi own parcels of land on the south side of Harney Lane, east of Jack Tone Road, which is used for sanitary landfill purposes.

On January 2, 1975, the County and the City entered into an agreement whereby the City leased its property to the County and the County agreed to operate it as a sanitary landfill for use by the City and the County. A supplemental agreement was entered into on March 19, 1980, whereby the County agreed to develop a closure plan for the Harney Lane Landfill and to close the site according to the plan.

Subsequently, a closure plan was prepared which established final elevations about 20 feet higher than Harney Lane. The top of the landfill was to be very flat, with slopes of .2% to .3%, and with a two foot thick layer of soil across the top and on the slides.

About 85% of the landfill has been filled with refuse, and about 50% has been covered with two feet of final soil. Filling the remaining portion of the landfill with refuse will last about ten months. At that time, the site will have achieved its design capacity.

Problems are developing on the closed portion of the site which may have a long term economic affect. A major portion of the site was landfilled prior to the County's purchase of a landfill compactor. Compaction has been very poor over most of the site which has caused a considerable amount of settling of the surface, whereby surface water is trapped and ponded. These ponds are in violation of State permit conditions and create a severe leachate hazard which eventually could become very costly for the County to correct.

New State Regulations have recently been developed which address these problems. They require considerably steeper slopes on the surface of landfills and a four foot thick final cover. In order to meet these new standards, and eliminate problems created by the current closure plan, a new lift of refuse should be placed over the entire site, designed to increase the slopes, and allow better drainage. A four foot thick layer of soil should be placed over the entire site. Part of this cover should be compacted to minimize the infiltration of surface water into the landfill.

A major problem with the continued use of the Harney Lane Sanitary Landfill is the lack of soil for daily and final cover. Presently, there is not enough soil available at the site to meet the daily cover requirements for the next year's operation and to complete the four-foot thick layer of final cover.

There is about 105,000 cubic yards of cover material available at Harney Lane. About 50,000 cubic yards will be required for daily cover through December of 1985, and 345,000 cubic yards will be required to complete the four feet of final cover to meet the new regulations. Therefore, an additional 300,000 cubic yards of cover material is needed to close the current operation according to the new standards.

PURCHASE OF PROPERTY FOR
SOIL MATERIAL FOR HARNEY
LANE SANITARY LANDFILL
TOM HORTON FEBRUARY 19, 1985

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Use of the landfill could extend beyond November of 1985 by landfilling a portion of the County owned property, south of the labor camp. This is a 13.6 acre parcel which was used as a County landfill. It is included in the facilities permit for Harney Lane. Placement of a layer of refuse over this area would not require a permit revision with the State. Use of this area would extend the life of the Harney Lane site 1.3 years and would require an additional 140,000 cubic yards of cover material.

If the closure plan were changed to include placing an additional lift of refuse across the Lodi portion of the site, the life of the site could be extended an additional 4.3 years and would require 200,000 cubic yards of daily cover.

It should be noted that the quantities of soil required and the projected site life are estimates which may change after completion of a preliminary closure plan and excavation plan.

Following is an estimate of site life and cover requirements for present and extended use.

<u>Landfill Area</u>	<u>Life</u>	<u>Cover Required</u>
Present Area	0.9 Year	300,000 c.y.
South of Labor Camp	1.3 Years	140,000 c.y.
Extra Lift Over Present Area	<u>4.3 Years</u>	<u>200,000 c.y.</u>
TOTAL	6.5 years	640,000 c.y.

There are several sources of the needed cover material. Some are as follows: other construction projects such as the East Stockton Sewer Project, purchasing and hauling from commercial excavations pits, and excavation and hauling from nearby property.

There will be approximately 100,000 cubic yards of excess soil from the East Stockton Sewer Project, primarily from portions of the project served by two contractors, Schedule D - Vido Artukovich and Sons, and Schedule E - Dalton Construction Company. Both contractors were contacted and claimed that they had committed the excess soil to another party. However, both said that they would provide the excess soil to the County if the County had a need for it. The price quoted for delivering the excess soil to the Harney Lane Sanitary Landfill varied from \$3.85 to \$5.00 per yard.

About 50,000 cubic yards of soil from Vido Artukovich and Sons will be contaminated with chunks of bituminous material making it unsuitable for landfill cover material. Although the bituminous material could be separated from the soil, the process would be extremely costly. Verne Convey, said that Dalton Construction Company would have about 50,000 cubic yards of usable material.

Another source of cover material is excavation and hauling from a commercial pit. Since there are no commercial pits of sufficient capacity close to the landfill, transportation costs will be high. Costs to utilize an existing commercial pit may run as high as \$10 to \$15 per cubic yard.

PURCHASE OF PROPERTY FOR
 SOIL MATERIAL FOR HARNEY
 LANE SANITARY LANDFILL
 TOM HORTON FEBRUARY 19, 1985

A third source of cover material is from nearby property. The elements of costs are excavating, loading trucks, transporting to the landfill, and stockpiling. The most economical haul cost would be achieved if all of the material could be transported and stockpiled over a short period of time. This would require extra handling of the material after it has been stockpiled. Also, the shorter the hauling time, the lower the cost would be.

A parcel of land is available, 2½ miles east of the Harney Lane Landfill, which has sufficient soil on site to meet the County's needs. Cost to excavate, load, transport, stockpile, and rehandle the soil would cost about \$4 a cubic yard.

The least costly source of cover material is land adjacent to the landfill. If soil is obtained from adjacent properties, it can be removed, hauled, and placed with efficient earth scrapers. Estimated cost to utilize soil from adjacent property would be about \$1.10 per yard - exclusive of land costs.

A 154 acre parcel located adjacent and to the south of the Harney Lane Landfill was offered by Lee Hall for Sale to the County for \$535,000. There appears to be sufficient soil available on this property to meet the County's needs. Topsoil would be removed, stockpiled, and then replaced after the County has removed the soil needed for landfilling. This process can be done in such a manner that this property can be sold and returned to agricultural purposes after the County has removed the soil it needs.

Following, is a cost analysis of the various alternatives for source of cover material.

	<u>SOURCE OF COVER MATERIAL</u>		
	Commercial Pit	Nearby Property	Adjacent Property
Cost per cubic yard	\$10	\$4	\$1.10
Soil needed to close landfill by December 1985	300,000 c.y.	300,000 c.y.	300,000 c.y.
Cost of Soil	\$3,000,000	\$1,200,000	\$ 330,000
Soil needed to fill area south of labor camp	140,000 c.y.	140,000 c.y.	140,000 c.y.
Cost of Soil	\$1,400,000	\$ 560,000	\$ 154,000
Soil needed to place an additional lift over Lodi property	200,000 c.y.	200,000 c.y.	200,000 c.y.
Cost of Soil	\$2,000,000	\$ 800,000	\$ 220,000
Cost for total soil required	\$6,400,000	\$2,560,000	\$ 704,000

PURCHASE OF PROPERTY FOR
SOIL MATERIAL FOR HARNEY
LANE SANITARY LANDFILL
TOM HORTON FEBRUARY 19, 1985

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NOTE: The cost of soil from the East Stockton Sewer Project was not included because of insufficient quantities and unsuitability of the material.

The cost of utilizing the adjacent property is as follows:

Property purchase	\$ 535,000
Cost for total soil required	704,000
Construct crossing of EBMUD	<u>10,000</u>
Total project cost	\$ 1,249,000

Total project cost per cubic yard - \$1.95

When the property is sold, the proceeds would reduce the total project cost.

There are some problems to be resolved with the utilization of the Lee Hall property. A drainage and excavation plan must be prepared which considers the drainage of the surrounding properties, the capacity of South Paddy Creek, and the requirements of East Bay Municipal Utility District for crossing and excavating close to their waterlines, and the requirements of the Pacific Gas and Electric Company for excavation close to their towers. Also, a closure plan must be prepared for the Harney Lane Landfill which establishes final elevations and drainage patterns.

George S. Nolte and Associates has been hired to prepare the drainage and excavation plan and to prepare a preliminary closure plan which address these problems. The process will involve consulting with the East Bay Municipal Utility District and Pacific Gas and Electric Company to address any conditions or concerns posed by the excavation project. When these plans are prepared, a complete cost estimate can be developed.

SW3-REP 1

*Amended
Lm. Hester*

1 AGREEMENT BETWEEN THE CITY OF LODI AND
2 COUNTY OF SAN JOAQUIN FOR THE PURCHASE OF
3 REAL PROPERTY AT THE HARNEY LANE SANITARY LANDFILL

4 THIS AGREEMENT is made and entered into this _____ day of
5 _____, 1985, by and between the County of San Joaquin, a
6 political subdivision of the State of California, hereinafter referred
7 to as "COUNTY", and the City of Lodi, a municipal corporation,
8 hereinafter referred to as "CITY".

9 W I T N E S S E T H:

10 WHEREAS, CITY owns real property on the south side of Harney
11 Lane, west of Tully Road, more particularly described as that property
12 delineated on Exhibit A, a copy of which is attached and by this
13 reference incorporated herein, which is presently being leased by
14 COUNTY for use as a sanitary landfill; and,

15 WHEREAS, the San Joaquin County Solid Waste Management Plan calls
16 for a cooperative effort by COUNTY and the Cities of the County of San
17 Joaquin for the management of solid waste within the COUNTY; and,

18 WHEREAS, by agreement dated January 2, 1975 entitled "AGREEMENT
19 REGARDING HARNEY LANE SANITARY LANDFILL", hereinafter referred to as
20 AGREEMENT I, and by agreement dated March 19, 1980 entitled
21 "SUPPLEMENTAL AGREEMENT", hereinafter referred to as AGREEMENT II,
22 COUNTY has operated a sanitary landfill on the real property described
23 in Exhibit A; and

24 WHEREAS, by agreement dated March 19, 1980 entitled "AGREEMENT
25 BETWEEN THE CITY OF LODI AND THE COUNTY OF SAN JOAQUIN RELATING TO
26 SOLID WASTE MANAGEMENT" hereinafter referred to as AGREEMENT III,
27 COUNTY agreed to provide adequate disposal facilities for CITY in the
28 North County area; and,

1 WHEREAS, COUNTY desires to extend the life of the landfill opera-
2 tion by placing additional refuse on the herein described property;
3 and,

4 WHEREAS, COUNTY desires to purchase the herein described property
5 from CITY for continued landfill use, and CITY desires to sell said
6 property to COUNTY;

7 NOW, THEREFORE, CITY and COUNTY agree as follows:

- 8 1. CITY shall execute and deliver to COUNTY a good and suf-
9 ficient Grant Deed for the property described in exhibit A,
10 attached.
- 11 2. COUNTY shall pay CITY the sum of ONE DOLLAR (\$1.00) as the
12 total purchase price for said property within thirty (30)
13 days after the approval and execution of this agreement by
14 the San Joaquin County Board of Supervisors.
- 15 3. Title to the herein described property shall vest in the
16 County of San Joaquin, free and clear of all liens,
17 encumbrances, assessments, easements, leases and taxes,
18 except those of record provided they do not adversely affect
19 the continued use of this property as a sanitary landfill.
- 20 4. Personal property included in this sale shall include all
21 personal property owned by CITY that is situated upon the
22 herein described real property and as further described in
23 Clause 1. of AGREEMENT I.
- 24 5. COUNTY shall pay recording costs and title and escrow fees,
25 if any.
- 26 6. CITY and COUNTY agree that the terms and conditions herein
27 expressed shall supersede AGREEMENT I and AGREEMENT II and

RESOLUTION NO. 85-42

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF LODI
AND THE COUNTY OF SAN JOAQUIN FOR THE PURCHASE OF REAL
PROPERTY AT THE HARNEY LANE SANITARY LANDFILL

RESOLVED that the City Council of the City of Lodi does hereby approved the Agreement between the City of Lodi and the County of San Joaquin for the purchase of real property at the Harney Lane Sanitary Landfill, a copy of which is attached hereto, marked 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 agreement on behalf of the City.

Dated: April 3, 1985

I hereby certify that Resolution No. 85-42 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 3, 1985 by the following vote:

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

Noes: Council Members - None

Absent: Council Members - None

Alice M. Reimche
Alice M. Reimche
City Clerk

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14 COUNTY for use as a sanitary landfill; and,

15 WHEREAS, the San Joaquin County Solid Waste Management Plan calls
16 for a cooperative effort by COUNTY and the Cities of the County of San
17 Joaquin for the management of solid waste within the COUNTY; and,

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23 in Exhibit A; and

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3 and,

4 WHEREAS, COUNTY desires to purchase the herein described property
5 from CITY for continued landfill use, and CITY desires to sell said
6 property to COUNTY;

7 NOW, THEREFORE, CITY and COUNTY agree as follows:

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9 ficient Grant Deed for the property described in exhibit A,
10 attached.
- 11 2. COUNTY shall pay CITY the sum of ONE DOLLAR (\$1.00) as the
12 total purchase price for said property within thirty (30)
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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Supervisors of the County of San Joaquin, State of California

By _____
EVELYN L. COSTA, Chairman
Board of Supervisors

By _____ (SEAL)
Deputy Clerk

ATTEST:

Clerk, City of Lodi

CITY OF LODI, a municipal corporation of the State of California
By John R Snider
RANDY SNIDER, Mayor

APPROVED AS TO FORM:
JOHN F. CHEADLE
County Counsel
By Terrence R. Dermody
TERRENCE R. DERMODY
Deputy County Counsel

APPROVED AS TO FORM:
By Ronald Stein
RONALD STEIN
Lodi City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF LODI,
CALIFORNIA

RESOLUTION NO. 81-117

RESOLUTION APPROVING AMENDMENT TO SAN JOAQUIN
COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, the San Joaquin County Solid Waste Policy Committee has recommended the amendment of the San Joaquin County Solid Waste Management Plan by the deletion of the requirement that the search for a new Central County landfill site be confined to an area within a ten mile radius of the Lovelace Transfer Station;

NOW, THEREFORE, BE IT RESOLVED that this Council hereby approves an amendment to the San Joaquin County Solid Waste Management Plan which would delete the fourth full paragraph of the section entitled "Recommendations for Central County", found at page 10-9 of the San Joaquin County Solid Waste Management Plan, which paragraph reads as follows:

"The search for the new site should initially be in an area within approximately a 10 mile radius of the Lovelace Transfer Station in accordance with the constraints shown in Figure 8-4 and listed in Table 10-1."

BE IT FURTHER RESOLVED that this Council finds that:

(a) this amendment will not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustain levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory;

(b) this amendment will not have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals;

(c) this amendment will not have possible environmental effects which are individually limited but cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects;

(d) the environmental effects, if any, of this amendment will not cause substantial adverse effects on human beings, either directly or indirectly; and

(e) as a result of the foregoing subparagraphs (a), (b), (c), and (d), the preparation of an Environmental Impact Report pursuant to the Environmental Quality Act of 1970 is not required.

Dated: August 19, 1981

I hereby certify that Resolution No. 81-117 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 1981 by the following vote:

Ayes: Councilmen - Katnich, Murphy, Pinkerton and
McCarty

Noes: Councilmen - None

Absent: Councilmen - Hughes

Alice M. Reimche
ALICE M. REIMCHE
City Clerk

AGREEMENT
BETWEEN THE
CITY OF LODI AND THE COUNTY OF SAN JOAQUIN
RELATING TO SOLID WASTE MANAGEMENT

- - - - -

This Agreement is made and entered into this _____ day of _____, 19____, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter "COUNTY", and the CITY OF LODI, a municipal corporation of the State of California, hereinafter "CITY".

WHEREAS, The San Joaquin County Solid Waste Management Plan calls for a cooperative effort by the County of San Joaquin and the Cities of the County of San Joaquin for the management of solid wastes existing within the County;

NOW, THEREFORE, CITY and COUNTY agree as follows:

1. COUNTY shall be responsible for providing a solid waste disposal facility or facilities in the north County area to serve residences and businesses in the north County incorporated and unincorporated areas. Adequate solid waste disposal or transportation facilities such as a disposal site and/or a transfer station will be established by COUNTY within a reasonable proximity to CITY in order to serve the need to dispose of solid waste generated within CITY'S corporate limits.

2. CITY shall not be required to participate initially in the capital financing of the facilities referred to in paragraph 1 of this Agreement. COUNTY shall advance the funds necessary to establish and operate the facilities.

3. COUNTY intends to recover its capital and operating costs for each COUNTY refuse disposal site through charges to users of each such site.

4. The charges for use shall be the same for all north County users whether from the incorporated or unincorporated areas. The charges may be adjusted as necessary in order to cover capital and operating costs of the facilities.

5. Refuse collectors franchised by CITY who use COUNTY provided facilities shall pay for disposal services at the rates established by COUNTY. At the option of CITY, these payments may be completely or partially paid by City.

6. COUNTY will review its plans regarding the location of such facilities with CITY and CITY shall assist COUNTY in defining and obtaining a desirable location for such facilities.

7. In recognition of COUNTY'S responsibility to fully finance the development and operation of such facilities, COUNTY retains the exclusive right to establish terms and conditions of operation of the facilities, including rates to be charged.

8. CITY retains the right to regulate the collection and transportation of all solid waste materials within the corporate limits of CITY.

9. As long as the existing Harney Lane Landfill is used for the disposal of refuse collected within CITY, CITY and COUNTY shall continue to utilize the existing agreement for the operation of the Harney Lane Landfill effective January 1, 1975, between CITY and COUNTY.

10. This Agreement shall continue in effect unless voided by State action, except that either party may terminate the Agreement by giving four years written notice of its intention to terminate

to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 1980.

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

By _____
ADRIAN C. FONDSE, Chairman
Board of Supervisors

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Supervisors of the County of San Joaquin, State of California

By _____ (SEAL)
Deputy Clerk

CITY OF LODI, a municipal corporation of the State of California

By _____
Title _____

APPROVED AS TO FORM:
GERALD A. SHERWIN
County Counsel

By _____
TERRENCE R. DERMODY
Deputy County Counsel

APPROVED AS TO FORM:

RONALD STEIN
Lodi City Attorney

HENRY M. HIRATA
DIRECTOR



RECEIVED
EUGENE B. DELUCCHI
DEPUTY DIRECTOR

1985 FEB 26
MANUEL LOPEZ
DEPUTY DIRECTOR

COUNTY OF SAN JOAQUIN
DEPARTMENT OF PUBLIC WORKS
P. O. BOX 1810 - 1810 E. HAZELTON AVENUE
STOCKTON, CALIFORNIA 95201
(209) 944-2281

ALICE M. REINCHRE
CITY CLERK
CITY OF LODI

February 21, 1985

Henry A. Graves, Jr.
City Manager
City of Lodi
221 West Pine Street
Lodi, CA 95240

SUBJECT: PURCHASE OF HARNEY LANE LANDFILL PROPEPTY
BY THE COUNTY OF SAN JOAQUIN

Dear Mr. Graves:

Attached is a draft of a proposed agreement for purchase of the City of Lodi owned portion of the Harney Lane Sanitary Landfill by the County of San Joaquin. It is being afforded for your review and comments.

This agreement has not yet been reviewed by County Counsel; therefore, please return the agreement with your comments and we will prepare and submit a draft for their review.

In the event you have any questions or problems concerning this agreement, please contact either me or Tom Horton, the County Solid Waste Manager, at (209) 944-2281.

Very truly yours,

Henry M. Hirata

HENRY M. HIRATA
Director of Public Works

HMH:TEH:to
Attachment

c: David D. Rowlands, Jr.
County Administrator

Hank 3-7-85
 Info & comment
Agreement was approved
by Ron. Horton is
now taking it to
County Counsel for
review
Judy

DRAFT

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10 Lane, west of Tully Road, more particularly described as that property
11 delineated on Exhibit A, a copy of which is attached and by this
12 reference incorporated herein, which is presently being leased by
13 COUNTY for use as a sanitary landfill; and,

14 WHEREAS, the San Joaquin County Solid Waste Management Plan calls
15 for a cooperative effort by COUNTY and the Cities of the County of San
16 Joaquin for the management of solid waste within the COUNTY; and,

17 WHEREAS, by agreement dated January 2, 1975 entitled "AGREEMENT
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19 AGREEMENT I, and by agreement dated March 19, 1980 entitled
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21 COUNTY has operated a sanitary landfill on the real property described
22 in Exhibit A; and

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25 SOLID WASTE MANAGEMENT" hereinafter referred to as AGREEMENT III,
26 COUNTY agreed to provide adequate disposal facilities for CITY in the
27 North County area; and,

1 WHEREAS, COUNTY desires to extend the life of the landfill opera-
2 tion by placing additional refuse on the herein described property;
3 and,

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5 from CITY for continued landfill use, and CITY desires to sell said
6 property to COUNTY;

7 NOW, THEREFORE, CITY and COUNTY agree as follows:

- 8 1. CITY shall execute and deliver to COUNTY a good and suf-
9 ficient Grant Deed for the property described in exhibit A,
10 attached.
- 11 2. COUNTY shall pay CITY the sum of ONE DOLLAR (\$1.00) as the
12 total purchase price for said property within thirty (30)
13 days after the approval and execution of this agreement by
14 the San Joaquin County Board of Supervisors.
- 15 3. Title to the herein described property shall vest in the
16 County of San Joaquin, free and clear of all liens,
17 encumbrances, assessments, easements, leases and taxes,
18 except those of record provided they do not adversely affect
19 the continued use of this property as a sanitary landfill.
- 20 4. Personal property included in this sale shall include all
21 personal property owned by CITY that is situated upon the
22 herein described real property and as further described in
23 Clause 1. of AGREEMENT I.
- 24 5. COUNTY shall pay recording costs and title and escrow fees,
25 if any.
- 26 6. CITY and COUNTY agree that the terms and conditions herein
27 expressed shall supersede AGREEMENT I and AGREEMENT II and

1 that those agreements shall be considered null and void upon
2 the approval and execution of this document by the San
3 Joaquin County Board of Supervisors.

4 7. CITY and COUNTY agree that terms and conditions set forth in
5 AGREEMENT III shall remain in full force and effect except
6 for Clause 9 which shall be deleted and considered null and
7 void.

8 8. CITY and COUNTY each agree to hold each other harmless from
9 their own past actions with respect to the ownership, opera-
10 tion, and maintenance of a sanitary landfill on the herein
11 described real property.

12 9. The parties hereto mutually agree that they have set forth
13 the whole of their agreement, and that the performance of
14 the terms and conditions set forth herein shall relieve
15 COUNTY and CITY of all further obligations or consideraton
16 for the execution and delivery of a Grant Deed to the herein
17 described property.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Supervisors of the County of San Joaquin, State of California

By _____
EVELYN L. COSTA, Chairman
Board of Supervisors

By _____ (SEAL)
Deputy Clerk

ATTEST:

Clerk, City of Lodi

CITY OF LODI, a municipal corporation of the State of California
By _____
RANDY SNIDER, Mayor

APPROVED AS TO FORM:
JOHN F. CHEADLE
County Counsel

By _____
TERRENCE R. DERMODY
Deputy County Counsel

APPROVED AS TO FORM:
By _____
RONALD STEIN
Lodi City Attorney

RAPID LETTER

FROM

TO Jack Ronsto

Tom Horton
Solid Waste Manager

SUBJECT

Purchase of Harvey Lane Landfill Agreement

MESSAGE

Jack - I was driving thru

DATE

2/21/85

Lodi today and thought to drop this draft agreement for your review. ^{My Glouers} You will be receiving a copy in the mail with a cover letter.

SIGNED

Tom Horton

REPLY

DATE

RECEIVED

FEB 21 1985



CITY OF LODI

PUBLIC WORKS DEPARTMENT

SIGNED

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COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Supervisors of the County of San Joaquin, State of California

By _____
EVELYN L. COSTA, Chairman
Board of Supervisors

By _____ (SEAL)
Deputy Clerk

ATTEST: _____
Clerk, City of Lodi

CITY OF LODI, a municipal corporation of the State of California

By _____
RANDY SNIDER, Mayor

APPROVED AS TO FORM:
JOHN F. CHEADLE
County Counsel

By _____
TERRENCE R. DERMODY
Deputy County Counsel

APPROVED AS TO FORM:

By _____
RONALD STEIN
Lodi City Attorney

Before the Board of Supervisors
County of San Joaquin, State of California

B- 85-360

MOTION: WILHOIT/CASTLES

AUTHORIZATION OF MAILING
RE: HARNEY LANE SANITARY LANDFILL

THIS BOARD OF SUPERVISORS does hereby authorize
the mailing of the attached letter regarding Information
on the Purchase of the Lee Hall Property for Soil Materials
Required at the Existing Harney Lane Sanitary Landfill.

I HEREBY CERTIFY that the above order was passed and adopted on March 5, 1985
by the following vote of the Board of Supervisors, to wit:

AYES: BARBER, WILHOIT, CASTLES, SOUSA, COSTA

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Copies to: COB, BOS, CAO,
Counsel, Public Works
Leland Hall

JORETTA J. HAYDE
Clerk of the Board of Supervisors
County of San Joaquin
State of California



JORETTA J. HAYDE



BOARD OF SUPERVISORS

222 EAST WEBER AVENUE, ROOM 701
STOCKTON, CALIFORNIA 95202

TELEPHONE: 209/944-3113

EVELYN L. COSTA, CHAIRMAN
FIFTH DISTRICT

DOUGLASS W. WILHOIT, VICE-CHAIRMAN
SECOND DISTRICT

WILLIAM N. SOUSA
FIRST DISTRICT

TOM W. CASTLES
THIRD DISTRICT

GEORGE L. BARBER
FOURTH DISTRICT

MARCH 4, 1985

TO WHOM IT MAY CONCERN:

INFORMATION ON THE PURCHASE OF THE LEE HALL PROPERTY FOR SOIL MATERIALS REQUIRED AT THE EXISTING HARNEY LANE SANITARY LANDFILL

Recognizing the concerns of property owners living near the Harney Lane Sanitary Landfill and the Lee Hall property regarding the potential expansion of the Landfill onto the Hall property, the Board of Supervisors has directed staff to prepare the attached documents which present factual information on the Board's decision to proceed with acquiring the Hall property.

1. Chronology of Events

The first report summarizes all Board action that pertains to acquiring the Lee Hall property. The involvement in this purchase began on September 25, 1984, and will be finalized only after receipt of additional consultants reports that are due by April 1, 1985. The important point is that the Board of Supervisors has required additional independent consultant studies to answer the concerns raised by citizens that pertain to drainage, excavation plans, and the feasibility of extending the life of the existing Harney Lane Landfill site.

2. Financial Justification

The second report presents a financial analysis on why the purchase of the Hall property, solely for acquiring cover material for the existing Landfill site, is a sound financial decision. All suggestions that alternative sites are available, at less cost, for acquiring cover material have been investigated and have been determined to result in additional cost to the taxpayers.

CHRONOLOGY OF EVENTS CONCERNING
THE PURCHASE OF THE LEE HALL PROPERTY
By Tom Horton - February 19, 1985

<u>DATE</u>	<u>EVENT</u>
Sept. 25, 1984	The San Joaquin County Board of Supervisors considered certification of the Environmental Impact Report for the proposed Harney Lane Landfill replacement on the Arizcuren property. The Board of Supervisors postponed certification for one (1) week and directed the Public Works Department to review ground and surface drainage problems raised by opponents, and report back to the Board of Supervisors.
Oct. 2, 1984	The Board of Supervisors met to review the Public Works Department's findings and to consider certifying the Environmental Impact Report for the Arizcuren property. The Board of Supervisors determined that it did not have sufficient data to make a decision. The Board of Supervisors also realized that any delay could create a problem in that the present landfill would probably close before a replacement site could be developed. The Board of Supervisors directed the Public Works Department to develop a plan to prepare updated financial data for the various alternatives for a North County disposal site.
Oct. 23, 1984	Public Works presented a plan of action to the Board of Supervisors which was adopted. This plan was based on the realization that any further delays would place the opening of the proposed landfill beyond the closing date of the present landfill. Therefore, the plan required development of an interim disposal plan for the period of time after the closure of the present site and the opening of a new site. Hekimian Van Dorpe Associates, the consultant performing an update of the County Solid Waste Plan, was selected to prepare the interim disposal plan, and also, to prepare an economical analysis of the long term disposal alternatives.
Oct. 1984	Tom Horton, County Solid Waste Manager, contacted Lee Hall to obtain a drainage easement across his property. At that time, Mr. Hall said that there was extra soil available on property which he owned, to the south of the landfill. He offered to sell the property to the County.
Nov. 1984	New State regulations became effective which substantially changed the requirements for closing landfills. The current Harney Lane closure plan became obsolete and could not meet the new standards. Basically, two (2) additional feet of cover material is required over the entire site. Also, surface slopes must be increased from .5% to 3%. Also, a monitoring program must be developed.
Nov. 1984	Public Works began negotiating purchase of the Lee Hall property.

CHRONOLOGY OF EVENTS CONCERNING
THE PURCHASE OF THE LEE HALL PROPERTY
By Tom Horton - February 19, 1985

<u>DATE</u>	<u>EVENT</u>
	2. County's ability to obtain necessary permits, if any, within 90 days.
	3. County's ability to obtain necessary State and local approvals for purchase of real property within 90 days.
	4. County's receipt and approval within 90 days of a drainage plan which adequately addresses all drainage problems.
Jan. 22, 1985	The Board of Supervisors selected the consulting firm of George S. Nolte and Associates to prepare the drainage plan.
Feb. 12, 1985	The Board of Supervisors authorized an Agreement with George S. Nolte and Associates to prepare an excavation and drainage plan for the Lee Hall property and a closure and drainage plan for the present Harney Lane Landfill. The plan is to be prepared within 45 days.
March 1, 1985	The interim disposal plan, which is being prepared by Hekimian Van Dorpe Associates, will be due.
April 1, 1985	The Lee Hall property drainage plan will be due.
April 1, 1985	A draft of the long term disposal alternatives for North County Waste, being prepared by Hekimian Van Dorpe Associates, will be due.

PURCHASE OF PROPERTY FOR SOIL MATERIAL
FOR HARNEY LANE SANITARY LANDFILL
BY TOM HORTON FEBRUARY 19, 1985

San Joaquin County and the City of Lodi own parcels of land on the south side of Harney Lane, east of Jack Tone Road, which is used for sanitary landfill purposes.

On January 2, 1975, the County and the City entered into an agreement whereby the City leased its property to the County and the County agreed to operate it as a sanitary landfill for use by the City and the County. A supplemental agreement was entered into on March 19, 1980, whereby the County agreed to develop a closure plan for the Harney Lane Landfill and to close the site according to the plan.

Subsequently, a closure plan was prepared which established final elevations about 20 feet higher than Harney Lane. The top of the landfill was to be very flat, with slopes of .2% to .3%, and with a two foot thick layer of soil across the top and on the slides.

About 85% of the landfill has been filled with refuse, and about 50% has been covered with two feet of final soil. Filling the remaining portion of the landfill with refuse will last about ten months. At that time, the site will have achieved its design capacity.

Problems are developing on the closed portion of the site which may have a long term economic affect. A major portion of the site was landfilled prior to the County's purchase of a landfill compactor. Compaction has been very poor over most of the site which has caused a considerable amount of settling of the surface, whereby surface water is trapped and ponded. These ponds are in violation of State permit conditions and create a severe leachate hazard which eventually could become very costly for the County to correct.

New State Regulations have recently been developed which address these problems. They require considerably steeper slopes on the surface of landfills and a four foot thick final cover. In order to meet these new standards, and eliminate problems created by the current closure plan, a new lift of refuse should be placed over the entire site, designed to increase the slopes, and allow better drainage. A four foot thick layer of soil should be placed over the entire site. Part of this cover should be compacted to minimize the infiltration of surface water into the landfill.

A major problem with the continued use of the Harney Lane Sanitary Landfill is the lack of soil for daily and final cover. Presently, there is not enough soil available at the site to meet the daily cover requirements for the next year's operation and to complete the four-foot thick layer of final cover.

There is about 105,000 cubic yards of cover material available at Harney Lane. About 50,000 cubic yards will be required for daily cover through December of 1985, and 345,000 cubic yards will be required to complete the four feet of final cover to meet the new regulations. Therefore, an additional 300,000 cubic yards of cover material is needed to close the current operation according to the new standards.

PURCHASE OF PROPERTY FOR
SOIL MATERIAL FOR HARNEY
LANE SANITARY LANDFILL
TOM HORTON FEBRUARY 19, 1985

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Use of the landfill could extend beyond November of 1985 by landfilling a portion of the County owned property, south of the labor camp. This is a 13.6 acre parcel which was used as a County landfill. It is included in the facilities permit for Harney Lane. Placement of a layer of refuse over this area would not require a permit revision with the State. Use of this area would extend the life of the Harney Lane site 1.3 years and would require an additional 140,000 cubic yards of cover material.

If the closure plan were changed to include placing an additional lift of refuse across the Lodi portion of the site, the life of the site could be extended an additional 4.3 years and would require 200,000 cubic yards of daily cover.

It should be noted that the quantities of soil required and the projected site life are estimates which may change after completion of a preliminary closure plan and excavation plan.

Following is an estimate of site life and cover requirements for present and extended use.

<u>Landfill Area</u>	<u>Life</u>	<u>Cover Required</u>
Present Area	0.9 Year	300,000 c.y.
South of Labor Camp	1.3 Years	140,000 c.y.
Extra Lift Over Present Area	4.3 Years	200,000 c.y.
TOTAL	6.5 years	640,000 c.y.

There are several sources of the needed cover material. Some are as follows: other construction projects such as the East Stockton Sewer Project, purchasing and hauling from commercial excavations pits, and excavation and hauling from nearby property.

There will be approximately 100,000 cubic yards of excess soil from the East Stockton Sewer Project, primarily from portions of the project served by two contractors, Schedule D - Vido Artukovich and Sons, and Schedule E - Dalton Construction Company. Both contractors were contacted and claimed that they had committed the excess soil to another party. However, both said that they would provide the excess soil to the County if the County had a need for it. The price quoted for delivering the excess soil to the Harney Lane Sanitary Landfill varied from \$3.85 to \$5.00 per yard.

About 50,000 cubic yards of soil from Vido Artukovich and Sons will be contaminated with chunks of bituminous material making it unsuitable for landfill cover material. Although the bituminous material could be separated from the soil, the process would be extremely costly. Verne Convey, said that Dalton Construction Company would have about 50,000 cubic yards of usable material.

Another source of cover material is excavation and hauling from a commercial pit. Since there are no commercial pits of sufficient capacity close to the landfill, transportation costs will be high. Costs to utilize an existing commercial pit may run as high as \$10 to \$15 per cubic yard.

PURCHASE OF PROPERTY FOR
 SOIL MATERIAL FOR HARNEY
 LANE SANITARY LANDFILL
 TOM HORTON FEBRUARY 19, 1985

A third source of cover material is from nearby property. The elements of costs are excavating, loading trucks, transporting to the landfill, and stockpiling. The most economical haul cost would be achieved if all of the material could be transported and stockpiled over a short period of time. This would require extra handling of the material after it has been stockpiled. Also, the shorter the hauling time, the lower the cost would be.

A parcel of land is available, 2½ miles east of the Harney Lane Landfill, which has sufficient soil on site to meet the County's needs. Cost to excavate, load, transport, stockpile, and rehandle the soil would cost about \$4 a cubic yard.

The least costly source of cover material is land adjacent to the landfill. If soil is obtained from adjacent properties, it can be removed, hauled, and placed with efficient earth scrapers. Estimated cost to utilize soil from adjacent property would be about \$1.10 per yard - exclusive of land costs.

A 154 acre parcel located adjacent and to the south of the Harney Lane Landfill was offered by Lee Hall for Sale to the County for \$535,000. There appears to be sufficient soil available on this property to meet the County's needs. Topsoil would be removed, stockpiled, and then replaced after the County has removed the soil needed for landfilling. This process can be done in such a manner that this property can be sold and returned to agricultural purposes after the County has removed the soil it needs.

Following, is a cost analysis of the various alternatives for source of cover material.

SOURCE OF COVER MATERIAL

	Commercial Pit	Nearby Property	Adjacent Property
Cost per cubic yard	\$10	\$4	\$1.10
Soil needed to close landfill by December 1985	300,000 c.y.	300,000 c.y.	300,000 c.y.
Cost of Soil	\$3,000,000	\$1,200,000	\$ 330,000
Soil needed to fill area south of labor camp	140,000 c.y.	140,000 c.y.	140,000 c.y.
Cost of Soil	\$1,400,000	\$ 560,000	\$ 154,000
Soil needed to place an additional lift over Lodi property	200,000 c.y.	200,000 c.y.	200,000 c.y.
Cost of Soil	\$2,000,000	\$ 800,000	\$ 220,000
Cost for total soil required	\$6,400,000	\$2,560,000	\$ 704,000

PURCHASE OF PROPERTY FOR
SOIL MATERIAL FOR HARNEY
LANE SANITARY LANDFILL
TOM HORTON FEBRUARY 19, 1985

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NOTE: The cost of soil from the East Stockton Sewer Project was not included because of insufficient quantities and unsuitability of the material.

The cost of utilizing the adjacent property is as follows:

Property purchase	\$ 535,000
Cost for total soil required	704,000
Construct crossing of EBMUD	10,000
Total project cost	<u>\$ 1,249,000</u>

Total project cost per cubic yard - \$1.95

When the property is sold, the proceeds would reduce the total project cost.

There are some problems to be resolved with the utilization of the Lee Hall property. A drainage and excavation plan must be prepared which considers the drainage of the surrounding properties, the capacity of South Paddy Creek, and the requirements of East Bay Municipal Utility District for crossing and excavating close to their waterlines, and the requirements of the Pacific Gas and Electric Company for excavation close to their towers. Also, a closure plan must be prepared for the Harney Lane Landfill which establishes final elevations and drainage patterns.

George S. Nolte and Associates has been hired to prepare the drainage and excavation plan and to prepare a preliminary closure plan which address these problems. The process will involve consulting with the East Bay Municipal Utility District and Pacific Gas and Electric Company to address any conditions or concerns posed by the excavation project. When these plans are prepared, a complete cost estimate can be developed.

SW3-REP 1

SUPPLEMENTAL AGREEMENT

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THIS SUPPLEMENTAL AGREEMENT, made and entered into this 19th day of March, 1980, by and between the CITY OF LODI, (hereinafter "CITY"), and SAN JOAQUIN COUNTY, (hereinafter "COUNTY");

WITNESSETH:

WHEREAS, CITY and COUNTY have title to certain real and personal property located at 14750 East Harney Lane, Lodi, California, known as HARNEY LANE LANDFILL, (hereinafter "LANDFILL"); and

WHEREAS, by Agreement dated January 2, 1975, (hereinafter "AGREEMENT") CITY and COUNTY provided that COUNTY would assume the sole responsibility for the operation, maintenance and supervision of the LANDFILL; and

WHEREAS, the Solid Waste Facility Permit No. 39-AA-003, issued by San Joaquin Local Health District to the LANDFILL pursuant to guidelines established by State Solid Waste Management Board for landfills, requires development of a Final Site Plan (hereinafter "PLAN");

NOW, THEREFORE, it is agreed that:

1. The PLAN being developed shall be reviewed by CITY and COUNTY. CITY shall have input to the PLAN but shall not have the right to veto the final County-proposed PLAN. At the closure of the site, CITY shall have the right to review any technical report, made by COUNTY to the Regional Water Quality Control Board, regarding the closure of the site.

2. At such time as the PLAN is approved by CITY and COUNTY and the LANDFILL conforms to the PLAN, monitoring of the LANDFILL shall be implemented consistent with the PLAN and as specified in the Waste Discharge Requirements Order No. 78-147 by the California Regional Water Quality Control Board, Central Valley Region.

3. COUNTY shall provide those services necessary to monitor and to maintain the LANDFILL for a period not to exceed ten (10) years following closure of the site as a sanitary landfill but both COUNTY and CITY shall have continuing responsibility for meeting the standards for which the monitoring program is implemented. COUNTY shall be entitled to receive any grazing revenues derived from the use of the site as grazing land.

COUNTY and CITY shall have a continuing responsibility to assure the protection of useable waters at the LANDFILL. Such protection as specified in Waste Discharge Requirement No. 78-147, issued by the California Regional Water Quality Control Board, shall be provided by the COUNTY and CITY.

4. All costs related to the monitoring and maintenance of the site shall be chargeable to the County Refuse Disposal Budget and will be funded by the users of the COUNTY operated solid waste facilities.

5. COUNTY shall cause the LANDFILL to be graded to the approved PLAN requirements when the LANDFILL operations are terminated.

6. The ultimate use for LANDFILL site shall be approved only as suitable for dry grazing land. The LANDFILL site shall remain unused for one year after the LANDFILL operations are terminated. The LANDFILL elevations shall be determined one year after termination

of the LANDFILL operations and necessary adjustments of such elevations shall be made to conform to the PLAN.

7. COUNTY or CITY may terminate this SUPPLEMENTAL AGREEMENT and the AGREEMENT by giving four years written notice to the other party of the intention to so terminate.

8. The responsibility for any LANDFILL use change authorized by CITY, and costs incurred therefor, shall be assumed by CITY. The COUNTY shall thereafter have no further obligation under this SUPPLEMENTAL AGREEMENT or the AGREEMENT and this SUPPLEMENTAL AGREEMENT and the AGREEMENT shall then terminate.

9. Services to be provided at the LANDFILL in excess of these minimum services required by the State of California under ~~SWRCB~~ California Regional Water Control Board Discharge Requirements Order #78-147 and Solid Waste Facilities Permit #39-AA-003 and under this Supplemental Agreement shall be subject to negotiations between the COUNTY and CITY. Responsibilities for such costs of such services to be provided shall be subject to negotiation between the COUNTY and CITY.

10. At the end of the term of this SUPPLEMENTAL AGREEMENT, or sooner if agreed to by COUNTY and CITY, each entity shall assume total responsibility for the parcel of property under its ownership.

All other terms and conditions of the AGREEMENT shall continue to remain in full force and effect except as herein supplemented.

IN WITNESS WHEREOF, the parties hereto have executed the SUPPLEMENTAL AGREEMENT the day and year first written above.

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By ADRIAN C. FONDSE
ADRIAN C. FONDSE, Chairman
Board of Supervisors

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

By CINDY DUBRUTZ
Deputy Clerk



CITY OF LODI, a Municipal
Corporation of the State
of California

By *Theo Katzakian*
THEO KATZAKIAN, Mayor

ATTEST:

Alfred M. Bernabe
City Clerk

APPROVED AS TO FORM:
GERALD A. SHERWIN
County Counsel

By TERRENCE R. DERMODY
Deputy County Counsel

APPROVED AS TO FORM:

Ronald Stein
RONALD STEIN
City Attorney of Lodi

AGREEMENT
BETWEEN THE
CITY OF LODI AND THE COUNTY OF SAN JOAQUIN
RELATING TO SOLID WASTE MANAGEMENT

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This Agreement is made and entered into this 19th day of March, 1980, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter "COUNTY", and the CITY OF LODI, a municipal corporation of the State of California, hereinafter "CITY".

WHEREAS, The San Joaquin County Solid Waste Management Plan calls for a cooperative effort by the County of San Joaquin and the Cities of the County of San Joaquin for the management of solid wastes existing within the County;

NOW, THEREFORE, CITY and COUNTY agree as follows:

1. COUNTY shall be responsible for providing a solid waste disposal facility or facilities in the north County area to serve residences and businesses in the north County incorporated and unincorporated areas. Adequate solid waste disposal or transportation facilities such as a disposal site and/or a transfer station will be established by COUNTY within a reasonable proximity to CITY in order to serve the need to dispose of solid waste generated within CITY'S corporate limits.

2. CITY shall not be required to participate initially in the capital financing of the facilities referred to in paragraph 1 of this Agreement. COUNTY shall advance the funds necessary to establish and operate the facilities.

3. COUNTY intends to recover its capital and operating costs for each COUNTY refuse disposal site through charges to users of each such site.

4. The charges for use shall be the same for all north County users whether from the incorporated or unincorporated areas. The charges may be adjusted as necessary in order to cover capital and operating costs of the facilities.

5. Refuse collectors franchised by CITY who use COUNTY provided facilities shall pay for disposal services at the rates established by COUNTY. At the option of CITY, these payments may be completely or partially paid by City.

6. COUNTY will review its plans regarding the location of such facilities with CITY and CITY shall assist COUNTY in defining and obtaining a desirable location for such facilities.

7. In recognition of COUNTY'S responsibility to fully finance the development and operation of such facilities, COUNTY retains the exclusive right to establish terms and conditions of operation of the facilities, including rates to be charged.

8. CITY retains the right to regulate the collection and transportation of all solid waste materials within the corporate limits of CITY.

9. As long as the existing Harney Lane Landfill is used for the disposal of refuse collected within CITY, CITY and COUNTY shall continue to utilize the existing agreement for the operation of the Harney Lane Landfill effective January 1, 1975, between CITY and COUNTY.

10. This Agreement shall continue in effect unless voided by State action, except that either party may terminate the Agreement by giving four years written notice of its intention to terminate

to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this APR 8 1980 day of _____, 1980.

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

ADRIAN C. FONDSE

By _____
ADRIAN C. FONDSE, Chairman
Board of Supervisors

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Supervisors of the County of San Joaquin, State of California

By CINDY DUBRUTZ
Deputy Clerk



ATTEST:

CITY OF LODI, a municipal corporation of the State of California

Mrs. M. Beemchel
Clerk, City of Lodi

By Theo Katzakian
Title THEO KATZAKIAN, Mayor

APPROVED AS TO FORM:
GERALD A. SHERWIN
County Counsel

By _____
TERRENCE R. DERMODY
Deputy County Counsel

APPROVED AS TO FORM:

Ronald Stein
RONALD STEIN
Lodi City Attorney