

Pg 194
RES
County
CC-7(b)

CITY COUNCIL MEETING

JUNE 2, 1982

EASTERN SAN JOAQUIN
COUNTY GROUND WATER
STUDY ENDORSED

City Manager Glaves presented a letter from George Barber, County Supervisor and President, East San Joaquin County Water Users Association, asking the City of Lodi to formally endorse the County's proposed "eastern San Joaquin County Ground Water Study. It is estimated that the study will cost \$300,000 - \$350,000. It is proposed that these funds be raised through benefit assessments based on land areas within the study zone (352,000 acres). It is proposed that the total assessment be applied over a 2 - 3 year period and would amount to approximately \$0.50 for an average Lodi Lot. Council adopted the following resolution.

RES. NO. 82-54

RESOLUTION NO. 82-54

RESOLUTION ENDORSING THE COUNTY'S PROPOSED "EASTERN
SAN JOAQUIN COUNTY GROUND WATER STUDY".

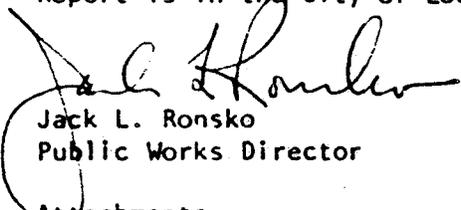
MEMORANDUM, City of Lodi, Public Works Department

TO: City Manager
FROM: Public Works Director
DATE: May 27, 1982
SUBJECT: Eastern San Joaquin County Ground Water Study

Attached is a letter from George Barber, County Supervisor and President, East San Joaquin County Water Users Association, asking the City of Lodi to formally endorse the County's proposed "Eastern San Joaquin County Ground Water Study."

The area to be included in the study is shown on the attached plan. It is estimated that this study will cost \$300,000 - \$350,000. It is proposed that these funds be raised through benefit assessments based on land areas within the study zone (352,000 acres). It is proposed that the total assessment be applied over a 2 - 3 year period, and would amount to approximately \$0.50 for an average Lodi lot.

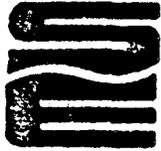
The Board of Supervisors has set a public hearing date of June 16, 1982, at 7:00 p.m., to review the Engineer's Report outlining the proposed Ground Water Study for your information. A copy of the Engineer's Report is in the City of Lodi Public Work's files.


Jack L. Ronsko
Public Works Director

Attachments

JLR:dmw

Unfiled



STOCKTON EAST WATER DISTRICT

2526 EAST FREMONT ST. P.O. BOX 5157 STOCKTON, CA 95205-0157

DIRECTORS

JOHN W. EILERS
JOSEPH L. DONDERO
JACK H. TONE
PERRY H. TAFT
RICHARD L. BOZZANO
ROBERT J. HENNINGER
ROBERT J. HENNINGER

RECEIVED

1982 APR 23 11 46 AM '82

ALICE M. BEMICHE
CITY CLERK
CITY OF LODI

JAMES D. BEARD, II
GENERAL MANAGER
JOHN W. STOVASS
GENERAL COUNSEL

April 28, 1982

STOCKTON CITY COUNCIL
SAN JOAQUIN COUNTY BOARD OF SUPERVISORS
CITY OF LODI
CITY OF MANTECA
CITY OF TRACY
MEMBERS, EAST SAN JOAQUIN WATER USERS ASSOCIATION
SAN JOAQUIN FARM BUREAU
NEWS MEDIA

An initiative measure known as the "Water Resources Conservation and Efficiency Act" (Water Resources Initiative), is currently being circulated for signatures in the State. This initiative, if passed by the voters in November, would have a major impact on basic water policy and water rights throughout the State.

Transmitted herewith is a copy of a Resolution opposing the Water Resources Initiative, adopted by the Board of Directors of the Stockton-East Water District on April 20, 1982.

Also transmitted is a copy of an article appearing in the March 18, 1982, Newsletter of the California Water Resources Association describing their opposition to said initiative. A number of other water organizations and agencies in the State, including the Association of California Water Agencies, have adopted similar resolutions opposing this initiative.

Please feel free to contact me if I can be of further service.

Very truly yours,

James D. Beard, II
JAMES D. BEARD, II
General Manager

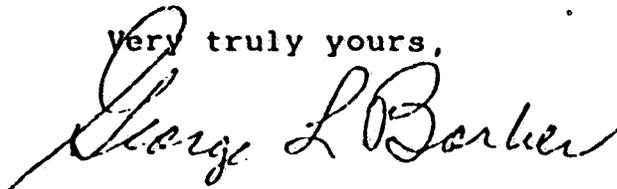
gbs

encs.

The California Water Service Company, the East Bay Municipal Utility District, the Department of Water Resources, and the U. S. Bureau of Reclamation, have already endorsed the proposed Eastern San Joaquin County Ground Water Study. In addition, the Lodi Chamber of Commerce recently endorsed the need for the study. Within this framework, I would encourage the governing Board's of each of your organizations to carefully consider the Engineer's Report, and would welcome your formal support in the form of an appropriate resolution. Owing to the short time frame between now and the June 16, 1982, public hearing, any correspondence regarding this matter should be sent directly to the attention of James D. Beard, II, Secretary-Treasurer, East San Joaquin Water Users Association, P. O. Box 5157, Stockton, CA 95205.

We look forward to your support in this matter, and if we can answer any questions regarding the Engineer's Report, please feel free to contact me or Mr. A.N. Murray, (916/443-2593) directly.

Very truly yours,



GEORGE L. BARBER, PRESIDENT
EAST SAN JOAQUIN WATER USERS
ASSOCIATION

JDB/gbs

enc.

**BOUNDARY
INVESTIGATION
ZONE NO. 1**

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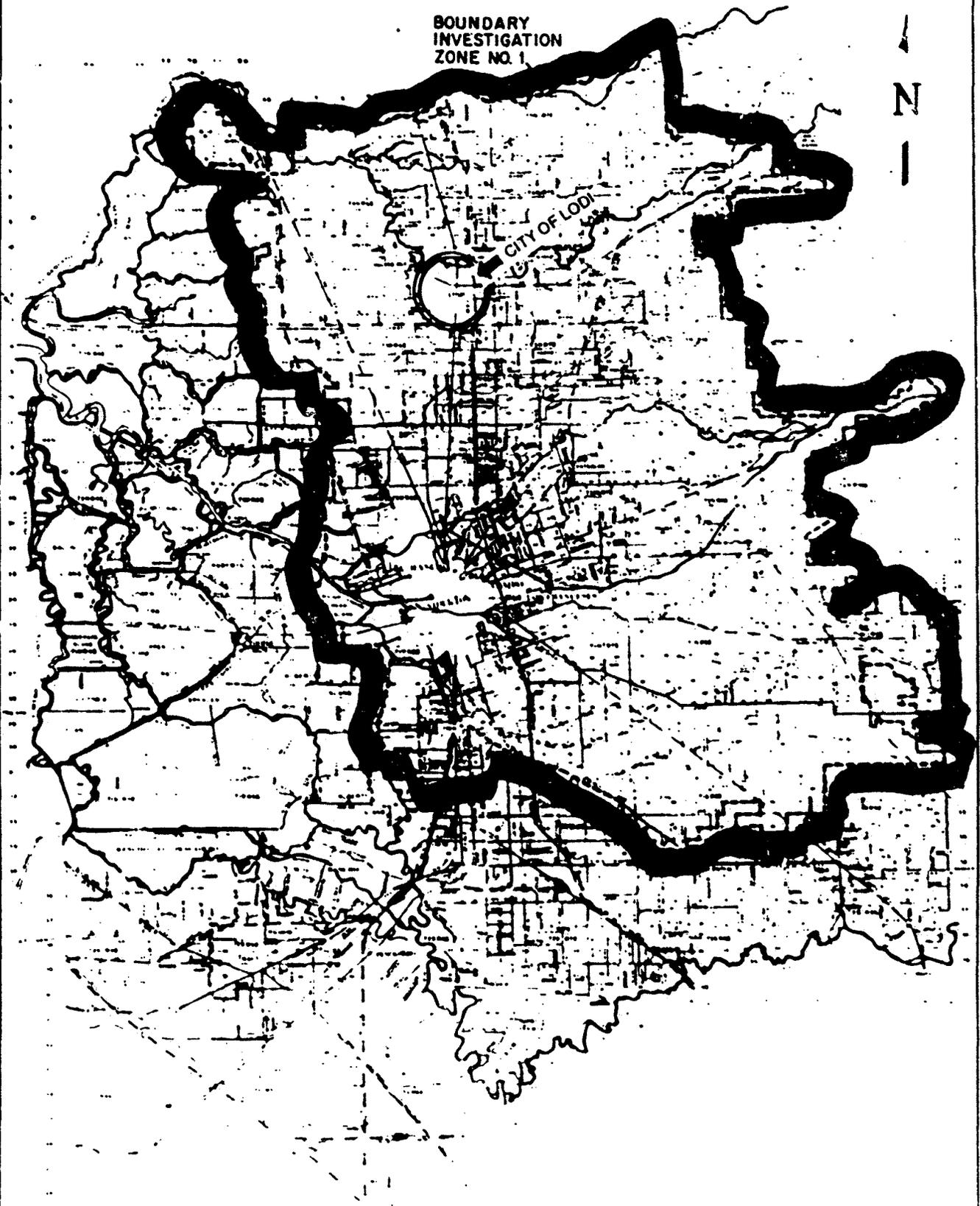


PLATE A

SAN JOAQUIN COUNTY
GROUND WATER INVESTIGATION

**BOUNDARY
INVESTIGATION ZONE NO. 1**

127
77

CITY COUNCIL

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

CITY OF LODI

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

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

June 14, 1982

Mr. C. E. Dixon
County Administrator
222 E. Weber Avenue
Room 707
Stockton, CA 95202

Dear Mr. Dixon:

Enclosed please find an original and one copy of the agreement between the City of Lodi and San Joaquin County for data processing services re parking violation citation information.

Please execute this agreement and return the original to our office.

If you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,

Alice M. Reimche
City Clerk

AR:dg

Enc.

3. Service and equipment under this agreement are limited solely to the ongoing services, systems, and equipment listed in Attachments "A" and "B" which are in operation on the effective date of this agreement. Services and equipment not covered in this agreement may be provided to CONTRACTOR at COUNTY'S OPTION SUBJECT TO THE FOLLOWING CONDITIONS:

- a. CONTRACTOR must submit a written request for the additional services and/or equipment which has been signed by the appropriate agency official, and
- b. Additional services and/or equipment shall be provided at the current rates of compensation and shall be billed as additional items over and beyond the total estimated annual amount of compensation designed in this agreement.

Maintenance in connection with the equipment provided under this agreement is included in the rate of compensation for equipment and will not be billed as an additional charge to CONTRACTOR.

4. The term of this contract shall be one year beginning July 1, 1982, and ending June 30, 1983.
5. This contract may be terminated by either party upon thirty (30) calendar days advance written notice to the other party. Services provided for a portion of a month shall be paid for by CONTRACTOR on the basis of the actual services utilized.
6. All rental equipment in the possession of CONTRACTOR shall be returned to COUNTY in the same condition as it was delivered to CONTRACTOR, less normal wear and tear. COUNTY shall be compensated by CONTRACTOR for all loss or damage to said equipment which is not the result of a wilful or negligent act by COUNTY and which does not constitute normal wear and tear.

The CONTRACTOR agrees that it shall indemnify and hold harmless the COUNTY, the members of its Board of Supervisors, its officers, agents, and employees, from and against all demands, claims,

damages, losses, expenses, and costs including attorneys' fees and court costs arising out of and/or resulting from the performance of the activities and services contemplated by this agreement, except for demands, claims, damages, losses, expenses, and costs resulting from the sole and exclusive negligence of the COUNTY.

The CONTRACTOR at its own expense and risk shall defend against any and all demands, actions, suits, claims, or other legal proceedings that may be brought or instituted against the COUNTY, the members of its Board of Supervisors, its officers, agents, or employees, arising out of and/or resulting from the performance of the activities and services contemplated by this agreement, except those demands, actions, suits, claims, or other legal proceedings resulting from the sole and exclusive negligence of County or those brought by employees or agents of County concerning their employment or agency relationship.

7. In the event of errors in data processing results due to the failure of County's equipment, software, circumstances beyond the control of County, or the failure of County's employee(s) to operate the equipment in accordance with County's standard operating procedures, County's liability shall be limited to, or County's inability to provide data processing services due to circumstances beyond its control, and Contractor's exclusive remedies shall be:
 - (a) The correction of errors of which County has received written notice and proof or the performance of the service, whichever is the situation; or
 - (b) Where such correction or performance of service is not practicable, Contractor shall be entitled to an equitable credit not to exceed the charges invoiced to Contractor for that portion of the service which produced the erroneous result or for that portion of the service which could not be performed, whichever is the situation.

County shall be liable for the loss, destruction or damage to Contractor's supplied materials only if such loss, destruction, or damages was due to the negligence of County and Contractor's sole remedy shall be County restoring the same, provided such restoration can be reasonably performed by County and provided that Contractor provides County with all source data necessary for such restoration in similar form to that normally presented to County under this Agreement.

8. The CONTRACTOR, and the agents and employees of CONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of COUNTY.
9. Without the written consent of COUNTY, this agreement is not assignable by CONTRACTOR either in whole or in part.
10. Time is the essence of this agreement.
11. No alteration, variation, or modification of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
12. CONTRACTOR shall comply with the California Fair Employment Practices Act (Labor Code Section 1410, et seq.) and any amendments thereto.

This contract may, at the option of COUNTY be terminated or suspended in whole or in part in the event CONTRACTOR fails to comply with the nondiscrimination clause of the contract. In the event of termination under this paragraph, COUNTY shall be compensated for goods and services provided to the date of termination. Termination or suspension shall be effective upon receipt of written notice thereof.

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

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

By _____
C.E. DIXON
County Administrator

"COUNTY"

APPROVED AS TO FORM:
GERALD A. SHERWIN
County Counsel

CITY OF LODI

By Rebecca A. Davis
REBECCA A. DAVIS
Deputy County Counsel

By Joseph K. Haran
Title _____

"CONTRACTOR"

CITY OF LODII. Estimated Annual Cost of Time and Materials

A. Labor Distribution System

B. County Law Enforcement System

1. <u>Data Entry Time</u>	\$ 60.00
5 hours of Data Entry Time at \$12.00 per hour	
2. <u>Central Computer Time</u>	
50 hours of computer time at \$65.00 per hour.	\$ 3,250.00
3. <u>Teleprocessing Transactions</u>	
An average 66,000 transactions per year at \$.03 each	\$ 1,980.00
4. <u>Systems and Programming Time</u>	
5 hours of Systems and Programming Time at \$28.00 per hour	\$ 140.00
5. <u>Program Library Maintenance</u>	
5 Program complies at \$18.00 each	\$ 90.00
6. <u>Miscellaneous</u>	
Conversion costs to 9 programs at \$173.00 per program	\$ <u>1,557.00</u>
TOTAL ESTIMATED ANNUAL TIME AND MATERIALS COSTS	\$ 7,077.00

CITY OF LODIII. Estimated Annual Cost EquipmentA. Terminals

One (1) ADM-2 CRT at \$125.00
per month \$1,500.00

B. Use Charge (Maint.)

Use Charge for 1 terminal and
1 Printer at \$30.00 per month \$ 360.00

C. Permanent Data Storage

9 Cylinders of disc storage
at \$24.00 per month \$ 288.00

TOTAL ESTIMATED ANNUAL COST
OF EQUIPMENT \$2,148.00

RESOLUTION NO. 82-54

RESOLUTION ENDORSING THE SAN JOAQUIN COUNTY
PROPOSED GROUND WATER STUDY

RESOLVED, that the City Council of the City of Lodi does hereby endorse the San Joaquin County's proposed "Eastern San Joaquin County Ground Water Study".

Dated: June 2, 1982

I hereby certify that Resolution No. 82-54 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 2, 1982 by the following vote:

Ayes: Council Members - Olson, Snider, Pinkerton,
Murphy, and Reid

Noes: Council Members - None

Absent: Council Members - None


ALICE M. REIMCHE
City Clerk

RESOLUTION NO. 82-83-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE STOCKTON-EAST WATER DISTRICT OPPOSING THE WATER RESOURCES INITIATIVE PROPOSAL OF THE CALIFORNIA WATER RESOURCES PROTECTION COUNCIL

WHEREAS, an initiative measure affecting California Water Rights Law has been proposed by the California Water Resources Protection Council; and

WHEREAS, the proposed initiative would effectuate major changes in basic water policy which would not only adversely affect the ability of responsible water supply agencies to meet the future needs of the people they serve, but would impose restrictions on the ability of federal, state, and local agencies to utilize water developed by existing facilities; and

WHEREAS, such restrictions could adversely affect the ability of such agencies to repay costs which have been incurred in the construction of such facilities; and

WHEREAS, the inability to use such facilities in a manner consistent with the purposes for which they were authorized and constructed will unnecessarily restrict the availability of water supplies necessary to meet the needs of the people of California; and

WHEREAS, the initiative proposes procedures by which water may be appropriated by any person for a variety of

"instream" purposes without regard to the availability of water to meet other water requirements, thus destroying our ability to weigh and balance competing uses of water as currently required by California law; and

WHEREAS, the initiative would impose a new scheme of state-controlled groundwater management on specified "critically" overdrafted groundwater basins principally in the San Joaquin Valley, but fails to recognize that a condition of overdraft may only be corrected by the importation of supplemental water supplies unless substantial quantities of prime agricultural lands are taken out of production.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Stockton-East Water District that the District opposes the initiative proposed by the California Water Resources Protection Council;

BE IT FURTHER RESOLVED, that the Secretary is directed to distribute copies of this Resolution to the Stockton City Council, San Joaquin County Board of Supervisors, members of the East San Joaquin Water Users Association, City of Lodi, City of Manteca, City of Tracy, San Joaquin County Farm Bureau, and the local news media.

CWRA OPPOSES NEW "WATER RESOURCES CONSERVATION AND EFFICIENCY ACT" INITIATIVE

An initiative measure being circulated by historic opponents of water development programs, known as the Water Resources Conservation and Efficiency Act, would have a disastrous effect on water supplies in all parts of the state and set up the 5-member State Water Resources Control Board (SWRCB) as a virtual water czar controlling California's economic future.

The CWRA board so decided in voting to adopt a resolution of opposition to this measure, sponsored by the California Water Resources Protection Council.

This Council is headed by HARRISON DUNNING, a UC Davis law professor who was staff director for the Governor's Commission to Review California Water Rights Law. The Council hopes to qualify the initiative for the November 1982 ballot by collecting 346,119 registered voter signatures. Several Commission proposals have been rejected by the Legislature.

"The title of this measure seriously misrepresents its impact on California's water resources," CWRA charged.

"The measure would drastically limit utilization of additional amounts of California's natural water resources. At the same time, it would impose serious legal and administrative inefficiencies on present water supply management by attempting to centralize control of inherently diverse public water supply responsibilities.

Objections cited in the resolution include:

1) The initiative would give use of water for fish and wildlife priority over all other uses.

2) The initiative would permit applications for all types of instream uses, such as recreation, esthetic, scientific, scenic and water quality uses. Present law authorizes the SWRCB only to grant permits to appropriate water diverted from a stream. This would make it possible to secure a free moratorium on all new water development projects by appropriating all the remaining rivers in the state for instream purposes.

The resolution contended the initiative would "destroy Californians' ability to weigh and balance competing uses of water, particularly man's consumptive needs, and give the SWRCB unbridled authority over local water use."

3) The measure would transfer ultimate control over community water supplies throughout the state from local government to Sacramento, thereby creating major dislocations in local water management.

4) Provisions in the measure could be interpreted to bar new water projects unless communities adopted water pricing, reclamation and conservation programs that the state deemed cost-effective. For instance, any importation of additional water supplies into an area through interbasin transfers would be blocked until a management program approved by the SWRCB was implemented. If the state determined that an alternative local conservation project would cost less than the marginal cost of imported water, no new imported water could be allocated.

The initiative's definition of "interbasin transfers" embraces the State Water Project, Colorado River water, the Central Valley Project, as well as the Los Angeles Owens Valley Aqueduct, San Francisco's Hetch Hetchy Project, the East Bay Municipal Utility District's aqueduct and Russian River diversion projects.

5) Groundwater control provisions of the initiative would impose a new scheme of SWRCB-controlled groundwater management in certain overdrafted areas, while failing to recognize the solution for such overdrafting is importation of supplemental water supplies which would be made more difficult, if not impossible, to develop under the initiative's water conservation provisions.

6) The initiative has statewide growth control implications by requiring that local economies shall be based on "reliable, long-term water supplies" without taking into account that the State Water Project is not yet assured of producing the 4.2 million acre-feet of contracted obligations to localities because of actions of water program opponents.

7) "Reduction of demand" provisions of the initiative could be used as a basis for attempting to limit the amount of land subject to irrigation or the kinds of crops which could be planted.

~~SOFAR COUNCIL OFFICER CRITICIZES STATE OFFICIALS~~

~~The Jerry Brown Administration has "done everything to hurt us," an official of the SOFAR Council, which supports the \$560 million SOFAR Project on the South Fork American River, charged February 18 at a CWRA Water and Energy Forum.~~

~~The SOFAR Project, which would assist in meeting statewide water demands, protect the Delta, produce hydroelectric energy and alleviate local water shortages, is sponsored by the El Dorado County Water Agency and the El Dorado Irrigation District.~~

~~HALMAR MOSER, Public Relations Director for the SOFAR Council, said, "We have not seen one single agency of the State of California doing a single good thing in behalf of our project, which is our only chance to get water desperately needed by our citizens."~~

~~"Our problems have been with the state agencies and the governor's office, which are throwing out negative questions about the project," she said. "There is a concerted effort to destroy this project for the sake of rafting and recreation."~~

East San Joaquin Water Users Association

222 EAST WEBER AVENUE, ROOM 701 • STOCKTON, CA 95202 • PHONE (209) 944-3113

MEMBERS

NORTH SAN JOAQUIN WATER
CONSERVATION DISTRICT
WOODBRIDGE IRRIGATION DISTRICT
WOODBRIDGE WATER USERS
CONSERVATION DISTRICT
STOCKTON EAST WATER DISTRICT
CENTRAL SAN JOAQUIN
WATER CONSERVATION DISTRICT
SAN JOAQUIN COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

ASSOCIATE MEMBERS
CITY OF STOCKTON
CITY OF LODI
CALIFORNIA WATER
SERVICE COMPANY
EAST BAY MUNICIPAL
UTILITY DISTRICT

May 25, 1982

MEMBERS
ASSOCIATE MEMBERS
TECHNICAL ADVISORY COMMITTEE MEMBERS
EAST SAN JOAQUIN WATER USERS ASSOCIATION

On January 19, 1982, the Board of Supervisors of the San Joaquin County Flood Control & Water Conservation District, unanimously adopted Resolution R-82-179, authorizing and directing Mr. Angus Norman Murray to prepare and file a report on a ground water study within Ground Water Investigation Zone No. 1, of the San Joaquin County Flood Control & Water Conservation District.

Transmitted herewith is a copy of the Engineer's Report, dated May 19, 1982, prepared in accordance with the above referenced resolution.

At its meeting on Wednesday, May 19, 1982, the Advisory Water Commission of the Board of Supervisors, ordered that a public hearing date be set for June 16, 1982, at 7:30 p.m., in the Board of Supervisor's Chambers, on the Engineer's Report.

As I have discussed with many of you in the past, it is important that the public be informed on the need for the ground water study, and I believe that the necessary information is contained in the Engineer's Report. With this thought in mind, I would encourage each of you to carefully review the Engineer's Report prior to the June 16, 1982, public hearing.

RECEIVED

MAY 27 1982



CITY OF LODI
PUBLIC WORKS DEPARTMENT

--OVER--

CITY COUNCIL

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

CITY OF LODI

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

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

June 4, 1982

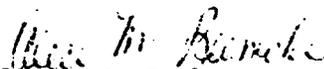
George L. Barber, President
East San Joaquin Water Users Assn.
222 E. Weber Avenue
Room 701
Stockton, CA 95202

Dear President Barber:

Please be advised that your May 25, 1982 letter addressed to the Members, Associate Members, Technical Advisory Committee Members, and East San Joaquin Water Users Assn. regarding the Eastern San Joaquin County Ground Water Study was presented to the Lodi City Council at its regular meeting of June 2, 1982. The City Council by unanimous vote formally endorsed the County's proposed "Eastern San Joaquin County Ground Water Study".

Should you have any questions concerning the actions of the Council in this matter, please do not hesitate to call this office.

Very truly yours,


Alice M. Reimche
City Clerk

AR:dg