

AGENDA ITEM



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving Memorandum of Understanding with Northern California Power Agency Regarding Restoration of Joint Access Road at White Slough Water Pollution Control Facility

MEETING DATE: June 19, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving Memorandum of Understanding with Northern California Power Agency regarding restoration of joint access road at White Slough Water Pollution Control Facility.

BACKGROUND INFORMATION: Northern California Power Agency (NCPA) is obligated under the Final Commission Decision issued by the California Energy Commission to repair roads damaged by oversize and/or overweight construction vehicles associated with the construction of the Lodi Energy Center. The City of Lodi and NCPA have agreed upon the roads to be restored, as presented in Exhibit A, and the cost sharing of the estimated \$115,000 project cost. The NCPA share is \$75,000. The difference of \$40,000 between the estimated cost and the NCPA share is related to the City including deep-lift repairs and increasing the structural section of the road. The terms of the Memorandum of Understanding are consistent with the informal agreement between the parties regarding the scope and extent of the road restoration work.

Staff recommends approval of the Memorandum of Understanding.

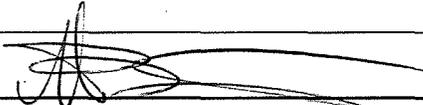
FISCAL IMPACT: The City receives \$75,000 toward the funding for the road restoration work.

FUNDING AVAILABLE: Not applicable.



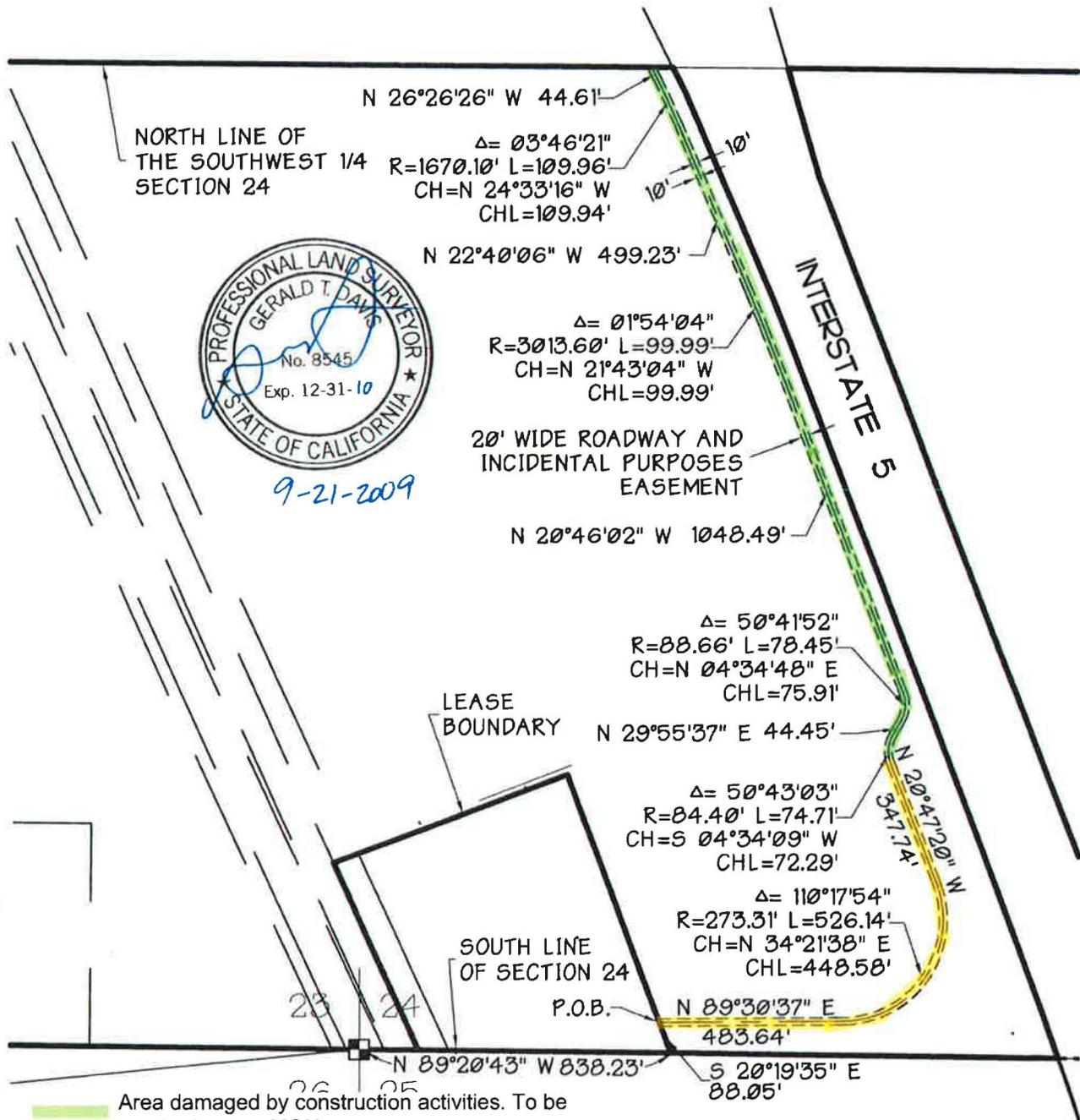
F. Wally Sandelin
Public Works Director

FWS/pmf
Attachment

APPROVED: 

Konradt Bartlam, City Manager

Exhibit A to the Memorandum of Understanding
Between Northern California Power Agency and the
City of Lodi Relating to Roads at Lodi Energy Center



9-21-2009

- Area damaged by construction activities. To be repaired as per MOU.
- Area utilized for construction, no damage has been identified and no repairs are necessary.

CARLTON
Engineering Inc.

3883 Powdermill Road, Shingler Springs, CA 95882
Voice 530.877.5515 Fax 530.877.8845

MEMORANDUM OF UNDERSTANDING
BETWEEN NORTHERN CALIFORNIA POWER AGENCY
AND THE CITY OF LODI
RELATING TO ROADS AT LODI ENERGY CENTER

This Memorandum of Understanding ("MOU"), effective as of _____, 2013, by and between the City of Lodi, CA, hereinafter referred to as the "City" and Northern California Power Agency, 651 Commerce, Roseville, CA (hereinafter referred to as NCPA, for the purpose of achieving certain objectives relating to completion of the Lodi Energy Center ("the Project").

WHEREAS, NCPA and the City desire to enter into an agreement in which NCPA and the City will work together to complete/resolve the cost sharing to restore the joint use access roads to the City's White Slough Water Treatment Facility and adjoining NCPA Lodi Energy Center; and.

WHEREAS, NCPA and the City wish to enter into a Memorandum of Understanding between them, setting out the terms and conditions that each of the parties agree are necessary to complete restoration of certain roads, more fully described below, relating to the Project.

1. Purpose

- a. The purpose of this MOU is to set forth the parties' mutual understanding for sharing the cost of restoring certain joint access roads ("Roads") to a mutually acceptable condition subsequent to completion of the construction of the Lodi Energy Center. The Roads are depicted in Exhibit A, attached hereto and incorporated herein.
- b. The City and NCPA agree that the cost sharing arrangement set forth herein, relating to restoration of the Roads, fulfills completely NCPA's obligations under the Final Commission Decision issued by the California Energy Commission in response to NCPA's Application for Certification (08-AFC-10) relating to TRANS-2 which requires the NCPA's repair of roads damaged by oversize or overweight construction vehicles associated with construction of the Lodi Energy Center, Lodi, California ("TRANS-2).

2. Scope of Work

The activities and services necessary include but not limited to:

- a. City and NCPA have reviewed the documentation of the pre-construction condition of the Roads
- b. City and NCPA have determined that Roads need repair.
- c. City has solicited quotations to repair and resurface Roads in accordance with City's specifications to put a ¾" lift (minimum) of AC over a geotextile fabric such as Petromat.
- d. NCPA has solicited quotations to repair Roads in accordance with CEC Final Decision TRANS 2; obligations to repair and reconstruct Roads damaged by oversize or overweight construction vehicles to as near original condition as possible.
- e. The parties recognize that NCPA's obligation is as set forth in Section 2d herein and that the City wishes to combine the work for which NCPA is obligated with one or more projects which the City proposes to undertake which may involve a broader scope and higher level of reconstruction than that for which NCPA is obligated.

3. Fulfillment of NCPA's Obligation

- a. NCPA will pay \$75,000 to the City for City to make the repairs to the Roads consistent with the City's specifications. NCPA shall pay the \$75,000 to the City on or before July 31, 2013.
- b. NCPA will have no further obligations to the City regarding the Roads arising out of TRANS-2. City hereby waives all existing claims, known and unknown, against NCPA as to the Roads, notwithstanding Civil Code section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of

executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

- c. On or before August 15, 2013, the City will provide the necessary approvals to satisfy the CEC that NCPA has met its obligations under Final Decision Trans-2, including but not limited to a letter confirming that NCPA has completed its obligation to reconstruct the damage roads per the CEC final decision.
- d. The City will contract for and administer the completion of the repairs to the Roads.
- e. This Memorandum shall be effective upon the signature of both parties.

NORTHERN CALIFORNIA POWER AGENCY

CITY OF LODI

Date _____

Date: _____

JAMES H. POPE, General Manager

KONRADT BARTLAM, City Manager

Attest:

Attest:

Assistant Secretary of the Commission

City Clerk

Approved as to Form:

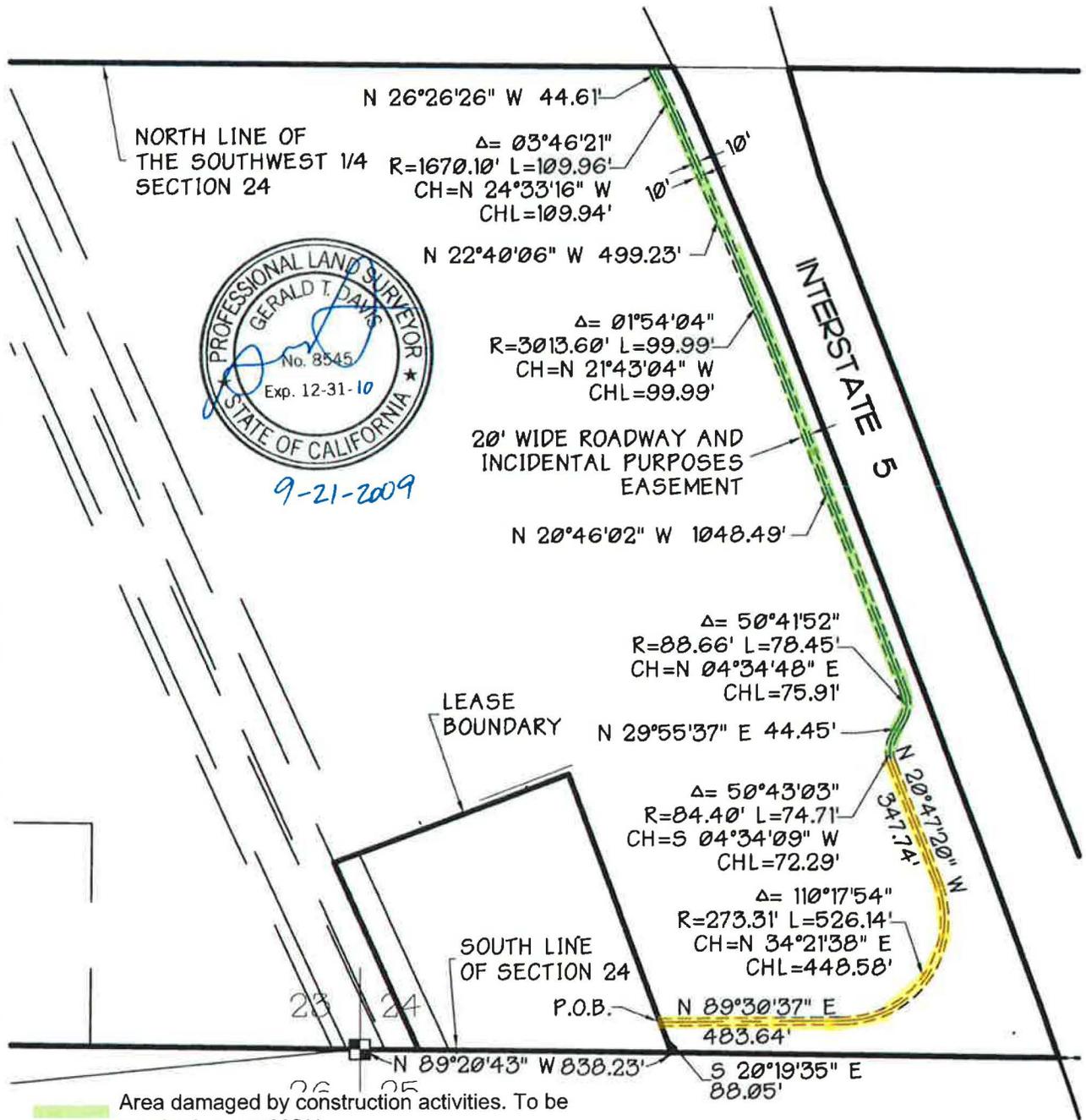
Approved as to Form:

Ruthann G. Ziegler
Assistant General Counsel

D. Stephen Schwabauer
City Attorney



Exhibit A to the Memorandum of Understanding
 Between Northern California Power Agency and the
 City of Lodi Relating to Roads at Lodi Energy Center



9-21-2009

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RESOLUTION NO. 2013-115

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
MEMORANDUM OF UNDERSTANDING WITH NORTHERN
CALIFORNIA POWER AGENCY REGARDING RESTORATION
OF JOINT ACCESS ROAD AT WHITE SLOUGH WATER
POLLUTION CONTROL FACILITY

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WHEREAS, Northern California Power Agency (NCPA) is obligated under the Final Commission Decision issued by the California Energy Commission to repair roads damaged by oversize and/or overweight construction vehicles associated with the construction of the Lodi Energy Center; and

WHEREAS, the City of Lodi and NCPA have agreed upon the roads to be restored and the cost sharing of the estimated \$115,000 project cost. The NCPA share is \$75,000. The difference of \$40,000 between the estimated cost and the NCPA share is related to the City including deep-lift repairs and increasing the structural section of the road; and

WHEREAS, staff recommends City Council approval of the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Memorandum of Understanding with Northern California Power Agency regarding the restoration of the joint access road at White Slough Water Pollution Control Facility; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the Memorandum of Understanding on behalf of the City of Lodi.

Dated: June 19, 2013

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I hereby certify that Resolution No. 2013-115 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 19, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk