



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolutions Authorizing City Manager to Execute Third Amendment to Woodbridge Irrigation District Water Purchase Agreement and Lease Agreement for Assessor Parcel No. 015-160-16

**MEETING DATE:** November 21, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolutions authorizing City Manager to execute Third Amendment to Woodbridge Irrigation District Water Purchase Agreement and Lease Agreement for Assessor Parcel No. 015-160-16.

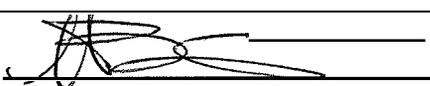
**BACKGROUND INFORMATION:** In 2003, the City entered into a water purchase agreement with Woodbridge Irrigation District (WID) to purchase a long-term water supply. The 40-year agreement provides the City with 6,000 acre-feet annually (about one third of our current demand) and a "banking" period in which water is paid for but not utilized. Banked water would be provided to the City as available during the later years of the agreement.

The City and WID entered into two amendments to the Water Purchase Agreement in January 2008 and April 2009. The amendments allow the City to bank additional water through 2010 while constructing the Surface Water Treatment Facility and accommodate WID's sale of water to the City of Stockton.

The Third Amendment to the Water Purchase Agreement is attached as Exhibit A and makes the following major changes:

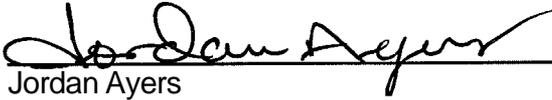
- WID agrees to retroactively bank the 2011 and 2012 water that the City was unable to use during the construction of the Surface Water Treatment Facility.
- Lodi agrees to install additional filtration facilities and engage in storm water management practices to prevent garbage or other contaminants from entering the WID canal. The filtration system is expected to cost approximately \$50,000. In addition, summer storm water flows will be held in the DeBenedetti Park basin for settling before being discharged to the WID canal.

The Lease Agreement is attached as Exhibit B and establishes the ground lease for the Water Treatment Facility Raw Water Pump Station. The term of the lease is concurrent with the Water Purchase Agreement. Through the term of the Lease, the City agrees to pay WID \$1,000 annually and to install frontage improvements (curb, gutter, sidewalk and storm drainage) along the larger parcel that includes the leased property (Orange Street and East Carolina Street). The improvements will be timed with any development on the larger parcel by WID and will be terminated if they cannot be engineered to permit gravity-fed drainage through Orange Street and East Carolina Street. If the City does install the improvements, the City would likely need to amend its storm water agreement with the County to take this additional storm water.

APPROVED:   
Konradt Bartlam, City Manager

**FISCAL IMPACT:** Third Amendment to Water Purchase Agreement: \$50,000 for filtration device  
Lease: \$1,000 annual rent and potential future frontage construction costs of \$65,000

**FUNDING AVAILABLE:** Surface Water Treatment Plant Operating (180461)

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\*   
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

FWS/pmf

Attachments

cc: Anders Christensen, Woodbridge Irrigation District  
Dan O'Hanlon, **KMTG**  
Charlie Swimley, Deputy Public Works Director/City Engineer  
Larry Parlin, Deputy Public Works Director - Utilities

**THIRD AMENDMENT TO 2003 AGREEMENT FOR PURCHASE OF WATER  
FROM WOODBRIDGE IRRIGATION DISTRICT BY CITY OF LODI**

The CITY of LODI and the WOODBRIDGE IRRIGATION DISTRICT agree that the May 13, 2003 “Agreement for Purchase of Water from the Woodbridge Irrigation District by the City of Lodi,” as amended by the First Amendment on January 17, 2008 and by the Second Amendment on April 9, 2009, is further amended this \_\_\_ day of \_\_\_\_\_, 2012 as follows.

1. Section 3.e. of the Agreement is amended by the following deletion and insertion on lines 3 and 4:

e. Commencing on January 1 of the seventh year following the year in which execution of this Agreement occurs, the amounts payable to the District under paragraph 1, and the amounts payable to the District under subparagraphs 3.b. and 3.d, shall be increased by two percent per year above the amounts payable during the preceding calendar year. In the event that the annual change in the Consumer Price Index (CPI-W, unadjusted U.S. average) published in December of each year by the United States Bureau of Labor Statistics, commencing in December in the year preceding such seventh year, has increased more than two (2) percent above the December Index of the prior year, the increases in the amounts payable in the ensuing year shall be in the percentage of that increase; provided that any such annual increase shall not exceed five percent (5%).

2. A new subparagraph d. relating to additional banked water is inserted in Section 8, as follows:

d. Supplemental Tier II Banked Water Account. Lodi is unable to begin the use of its 6,000 acre-foot annual water entitlement from the District in the year 2011, and may be unable to use all of its 6,000 acre-foot entitlement in year 2012. District agrees that Lodi shall have the right to bank the unused water during the years 2011 and 2012 in a supplemental “Tier II banked water account” with the District, in addition to the 42,000 acre-feet of water already banked under paragraph 8.a., but not to exceed an additional 12,000 acre-feet, under the following terms. Such Tier II banked water shall be available to Lodi during the term of this Agreement (up to October 15, 2047), after all of Lodi’s 42,000 acre-feet of already-banked water under paragraph 8.a. and all of its then-accrued deficiency banked water under paragraph 8.b., has been requested by and made available to Lodi. The Tier II banked water shall be delivered to Lodi on its request, at no additional charge, in such years at such times and in such amounts as the District has additional water available, as determined solely by the District, that is in excess of the District’s delivery obligations in that year under the following:

- a) the 6,000 a.f. contract water entitlement of Lodi,
- b) the 6,500 a.f. contract water entitlement of Stockton,
- c) any water that may be requested by Stockton that remains in its banked water account,

- d) Any water that either Lodi or Stockton are entitled to purchase under their respective Agreements resulting from annexation of agricultural lands;
- e) Any water Stockton desires to purchase under its existing contract with WID for the purchase of additional available water (which is subject to Lodi's right to purchase such additional water on a parity with Stockton).

3. The existing subsection 8.d. is renumbered to 8.e., as follows:

e. Except as provided in subparagraph a, no credits shall accrue for water that is available to but is unused by the City.

4. A new Section 14.b. is inserted, as follows:

14.b. Improvements to City's Storm Drain System which discharges water into District's South Main Canal. In order to minimize impacts to the quality of the water conveyed by the District through its South Main Canal system, which is used by the District to deliver water to its agricultural customers and to deliver water to the City of Stockton for municipal purposes, and to comply with the City's obligation under its Storm Water Management Plan which requires the City to reduce and eliminate pollutant discharges to the maximum extent practicable from its storm water system into waters tributary to waters of the U.S., City shall take the following steps to eliminate and reduce from the waters discharged from the City's storm water system into the District Canal any contaminants or toxic substances, including plant debris, fertilizers, pesticides, dirt, wastes, or automotive fluids, that may be contained in said discharged waters:

- During the periods each year the District is conveying water in the South Main Canal for delivery to its users (which begins on or after March 1 and ends on or before October 31), City will reroute the drainage into the District's Canal from the City's storm water system at its pump station at Century Station, into City's DeBenedetti detention basin, for settling, storage and evaporation and percolation into the groundwater basin. In the event the DeBenedetti basin fills, flows of settled water will be redirected back to Century Station for discharge to the District's Canal long enough to create additional storage and settling capacity in the DeBenedetti basin. The process will be repeated as necessary to prevent the direct discharge from the City's Storm Drain System into the District Canal during the remainder of the period the District is scheduled to deliver water that season, i.e., up to October 31.
- Installation and maintenance of a trash removal system capturing substantially all of the Shady Acres water shed at a technically feasible location that utilizes current available separation technology. The system shall be approved by the District and will be designed with the capacity to remove trash and grass, but the City only guarantees the installation of a system so designed.

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(signatures on the following page)

WOODBRIIDGE IRRIGATION DISTRICT

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
WILLIAM STOKES  
President

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDERS CHRISTENSEN  
District Secretary

\_\_\_\_\_  
DANIEL F. GALLERY  
Attorney for Woodbridge Irrigation District

CITY OF LODI, a California municipal  
corporation

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDI JOHL, City Clerk

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney



11/02/12

Recorded by, and when  
recorded return to:

Woodbridge Irrigation District  
18777 No. Lower Sacramento Rd.  
Woodbridge, CA 95258

LEASE OF WOODBRIDGE IRRIGATION DISTRICT TO CITY OF LODI  
OF A PARCEL FOR LODI'S WATER SYSTEM PUMPING PLANT

1. Woodbridge Irrigation District ("District") hereby leases to the City of Lodi ("City"), on the terms herein set forth, that property which is described on Exhibit A attached hereto and depicted on the plat map attached as Exhibit B, and which is hereinafter referred to as the Leased Property. The Leased Property is an 85-foot by 111-foot portion of the District's Assessor's Parcel No. 015-160-16, and is located south of the District's Canal. The Leased Property is shown as a portion of the District's Parcel 16 on the current San Joaquin County Assessor's Map No. 015-16 attached hereto as Exhibit C. The location of the Property is also indicated on the aerial map attached hereto as Exhibit D.

2. The Leased Property shall be used by City only for the installation, operation, maintenance and repair of a pump station and appurtenant facilities to pump water to City's new water treatment plant to the south, which water is delivered to City by the District from the District's Canal on the east side of Lower Sacramento Road (Main Street), and for no other purposes. The lease shall terminate if City ceases use of the parcel for such purposes for more than one year. This termination provision shall not be triggered if WID water is not available for delivery to the City. City shall not assign or transfer the lease or sublet any interest in the Leased Property to any other party without the express consent of the District.

3. The term of the lease shall be for the same term as the Agreement for Purchase of Water from the District by the City of Lodi entered into on May 13, 2003, and amended on January 17, 2008, which amendment extended the initial 40-year term of the Water Purchase Agreement to October 15, 2047. The January 17, 2008 amendment also included a provision for renewal of the Water Purchase Agreement for an additional forty (40) years, on the terms stated in the amendment. Provided that the City is in compliance with the requirements and conditions of this Lease, the term of this Lease may also be renewed for an additional forty (40) years, i.e., to October 15, 2087, on terms and conditions that are reasonable and equitable and concurrently with a renewal of the Water Purchase Agreement.

4. During the term of the Lease, the District will provide non-consumptive water to the Leased Property from the District's well for incidental uses in and around the City's

pumping station, including landscaping, washing down buildings and equipment. The District will install a waterline from its well to the northwest corner of the Leased Property, and City will extend the waterline from that connection point onto the Leased

Property, and on which the City will install and maintain a water meter at a location approved by the District together with a shutoff valve and a backflow prevention device. District will bill the City annually for the use of the water at a rate of \$2.50 per 1,000 gallons, which rate will be increased by five percent (5%) per year, commencing on January 1 of the year following which the pumping plant has been installed on the Leased Property for a full calendar year, and the rate shall thereafter be increased by five percent each January 1 thereafter above the amount payable during the preceding calendar year. City will pay for its metered water use annually, by January 31 for the prior calendar years use.

5. The District will also grant to City an easement in or over the District's adjoining Assessor's Parcel No. 015-160-16 in a mutually acceptable location for electric service to the Leased Property, provided that said easement shall not interfere with the District's existing or future use of the District's adjoining Parcel. The term of such easement shall be to October 15, 2047, and also renewable on the same terms as the Water Purchase Agreement.

6. In consideration of this Lease, City shall do the following:

a. Pay to the District the sum of One Thousand Dollars (\$1,000) annually, payable on the 10th day of January of each year during the term of the lease, commencing on January 10, 2013.

b. At such time as the District applies to the County of San Joaquin to make improvements to the District's adjoining Assessor's Parcel No. 015-160-16, City shall obtain the necessary permits for and construct in a good and workmanlike manner in compliance with the specifications of the County and to the reasonable satisfaction of the District, new curbing, gutters, storm drainage pipelines, drainage inverts and sidewalks along the south and west boundary of the District's Parcel No. 015-160-16 as shown on the Exhibit C map, i.e., from Main Street west along the north boundary of Carolina Street to Orange Street, thence north along the east side of Orange Street, and including a concrete driveway from Orange Street onto the west side of the District's said Parcel No. 015-160-16 in a location specified by the District. City's obligations to perform the work under this subparagraph will terminate if it is not possible (physically or as a result of county permitting requirements) to accommodate the resulting drainage within the Orange Street (WID Canal to East Carolina Street) and East Carolina Street (Orange Street to Lower Sacramento Road) rights of way.

c. City shall pay any taxes or assessments imposed or levied on the Leased Property.

7. City shall cause any boundary and parcel surveys to be made by a licensed surveyor which either party deems to be necessary or appropriate with respect to the boundaries of

the Leased Property. District does not guarantee or warrant its title to the Property herein leased to City.

8. Hazardous materials

a. City shall not use or allow any hazardous materials to be used upon the Leased Property excepting for such types and kinds and in such quantities as are commonly and customarily associated with the operation of a water pumping plant, but City shall not release or dispose of any such materials on, under or about the Leased Property.

b. The District's property, of which the Leased Property is a part, is bounded by the District's Woodbridge Canal, Lower Sacramento Road (Main Street), Carolina Street and Orange Street. It was acquired by the District in 1953 from the Woodbridge Protection District No. 1, and has been used since that time for the purpose of storing miscellaneous District equipment and for storing dirt materials taken from and used on and along the District's canals and patrol roadways.

c. District has made no investigation, inspection or testing of the soils on the leased premises and makes no representation to City as to the suitability of the soils to support City's planned development, and any such investigation or inspection shall be the sole responsibility of the City.

d. District represents to the City that to the best of the actual knowledge of District's Board of Directors and of the District's Manager, but without any independent investigation having been made by the District:

- No hazardous materials have been stored, treated, handled, processed, disposed of, discharged or released on, under or from the Leased Property, or transported therefrom for storage, treatment or disposal off-site; and that
- There are no underground storage tanks or pipelines on the Leased Property.

9. District shall have the right throughout the term of the Lease to enter upon the Leased Property to read the water meter and to have the same tested, and to inspect the City's operations and activities on the Leased Property upon reasonable prior notice.

10. City shall indemnify, hold harmless and defend District, its directors, officers, agents and employees from and against any and all claims, demands, causes of action, damages, costs, losses, liabilities or expenses for, but not limited to, injury or death of any person and damages to or destruction of property of any person, occurring on the Leased Property or arising out of or in any manner directly or indirectly connected with City's use or occupation of or construction on the Leased Property or any activities thereon, however caused, except where caused by the negligence or willful misconduct of the District or its directors, officers, employees or agents.

11. The waiver by the District of any covenant herein shall not vitiate the same or any other obligation or covenant contained herein.

WOODBRIIDGE IRRIGATION DISTRICT

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
WILLIAM STOKES  
President

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDERS CHRISTENSEN  
District Secretary

\_\_\_\_\_  
DANIEL F. GALLERY  
Attorney for Woodbridge Irrigation District

CITY OF LODI, a California municipal  
corporation

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDI JOHL, City Clerk

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney



11/2/12

ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
*(here insert name and title of the officer)*

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or **the** entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of **the** State of California that the foregoing paragraph **is true** and correct.

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_

(Seal)

ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
*(here insert name and title of the officer)*

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**BAUMBACH & PIAZZA, INC.**

CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street  
Lodi, CA 95240-2003  
Phone (209) 368-6618  
Fax (209) 368-6610

*PROPERTY* ~~Easement~~ *of LEASED*  
**Legal Descriptions for an Easement for the City of Lodi  
Water Pumping Plant**

An easement comprised of the following two parcels:

Parcel 1:

The south 91.00 feet of the east 85.50 feet of the following described tract of land:

All that portion of Block twenty-one (21), in THOMAS ADDITION TO THE TOWN OF WOODBRIDGE, filed for record June 27, 1878, in Volume 2 of Maps and Plats, page 61, San Joaquin County Records, lying and being South of that certain canal running through said Block 21, known and called the Woodbridge Canal.

Parcel 2:

The east 85.50 feet of the following described tract of land:

All that portion of the north twenty (20) feet (measured at right angles) of Carolina Street (100 feet wide) lying between the east right of way line of Orange Street (100 feet wide) and the west right of way line of Main Street (100 feet wide), as said Carolina Street is shown upon the map or plat entitled THOMAS ADDITION TO THE TOWN OF WOODBRIDGE, filed for record June 27, 1878, in Book of Official Maps and Plats, Volume 2, page 61, San Joaquin County Records.



*Handwritten signature and date: 1/19/10*

**EXHIBIT A**

# Water Pumping Plant

## Easement Plat

prepared for: City of Lodi



## EXHIBIT B

PREPARED IN THE OFFICE OF:

**BAUMBACH & PIAZZA, INC.**

CIVIL ENGINEERS • SURVEYORS

www.bpengineers.net

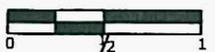
209.368.6618

323 W. Elm St.

Lodi, CA 95240



CAUTION!!



DO NOT SCALE THIS  
DRAWING IF BAR DOES  
NOT MEASURE 1 INCH



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# Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



RESOLUTION NO. 2012-186

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THIRD AMENDMENT ~~OF~~ 2003 WATER  
SALE AGREEMENT BETWEEN WOODBRIDGE  
IRRIGATION DISTRICT AND THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Third Amendment to the 2003 Water Sale Agreement between Woodbridge Irrigation District and the City of Lodi permitting the retroactive banking of 2011 and 2012 water and agreeing to install additional filtration facilities and engage in storm water management practices, as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the amendment,

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-186 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

**THIRD AMENDMENT TO 2003 AGREEMENT FOR PURCHASE OF WATER FROM WOODBRIDGE IRRIGATION DISTRICT BY CITY OF LODI**

The CITY of LODI and the WOODBRIDGE IRRIGATION DISTRICT agree that the May 13, 2003 “Agreement for Purchase of Water from the Woodbridge Irrigation District by the City of Lodi,” as amended by the First Amendment on January 17, 2008 and by the Second Amendment on April 9, 2009, is further amended this \_\_\_ day of \_\_\_\_\_, 2012 as follows.

1. Section 3.e. of the Agreement is amended by the following deletion and insertion on lines 3 and 4:

e. Commencing on January 1 of the seventh year following the year in which execution of this Agreement occurs, the amounts payable to the District under paragraph 1, and the amounts payable to the District under subparagraphs 3.b. and 3.d, shall be increased by two percent per year above the amounts payable during the preceding calendar year. In the event that the annual change in the Consumer Price Index (CPI-W, unadjusted US. average) published in December of each year by the United States Bureau of Labor Statistics, commencing in December in the year preceding such seventh year, has increased more than two (2) percent above the December Index of the prior year, the increases in the amounts payable in the ensuing year shall be in the percentage of that increase; provided that any such annual increase shall not exceed five percent (5%).

2. A new subparagraph d. relating to additional banked water is inserted in Section 8, as follows:

d. Supplemental Tier II Banked Water Account. Lodi is unable to begin the use of its 6,000 acre-foot annual water entitlement from the District in the year 2011, and may be unable to use all of its 6,000 acre-foot entitlement in year 2012. District agrees that Lodi shall have the right to bank the unused water during the years 2011 and 2012 in a supplemental “Tier II banked water account” with the District, in addition to the 42,000 acre-feet of water already banked under paragraph 8.a., but not to exceed an additional 12,000 acre-feet, under the following terms. Such Tier II banked water shall be available to Lodi during the term of this Agreement (up to October 15, 2047), after all of Lodi’s 42,000 acre-feet of already-banked water under paragraph 8.a. and all of its then-accrued deficiency banked water under paragraph 8.b., has been requested by and made available to Lodi. The Tier II banked water shall be delivered to Lodi on its request, at no additional charge, in such years at such times and in such amounts as the District has additional water available, as determined solely by the District, that is in excess of the District’s delivery obligations in that year under the following:

- a) the 6,000 a.f. contract water entitlement of Lodi,
- b) the 6,500 a.f. contract water entitlement of Stockton,
- c) any water that may be requested by Stockton that remains in its banked water account,

- d) Any water that either Lodi or Stockton are entitled to purchase under their respective Agreements resulting from annexation of agricultural lands;
- e) Any water Stockton desires to purchase under its existing contract with WID for the purchase of additional available water (which is subject to Lodi's right to purchase such additional water on a parity with Stockton).

3. The existing subsection 8.d. is renumbered to 8.e. as follows:

e. Except as provided in subparagraph a, no credits shall accrue for water that is available to but is unused by the City.

4. A new Section 14.b. is inserted, as follows:

14.b. Improvements to City's Storm Drain System which discharges water into District's South Main Canal. In order to minimize impacts to the quality of the water conveyed by the District through its South Main Canal system, which is used by the District to deliver water to its agricultural customers and to deliver water to the City of Stockton for municipal purposes, and to comply with the City's obligation under its Storm Water Management Plan which requires the City to reduce and eliminate pollutant discharges to the maximum extent practicable from its storm water system into waters tributary to waters of the U.S., City shall take the following steps to eliminate and reduce from the waters discharged from the City's storm water system into the District Canal any contaminants or toxic substances, including plant debris, fertilizers, pesticides, dirt, wastes, or automotive fluids, that may be contained in said discharged waters:

- During the periods each year the District is conveying water in the South Main Canal for delivery to its users (which begins on or after March 1 and ends on or before October 31), City will reroute the drainage into the District's Canal from the City's storm water system at its pump station at Century Station, into City's DeBenedetti detention basin, for settling, storage and evaporation and percolation into the groundwater basin. In the event the DeBenedetti basin fills, flows of settled water will be redirected back to Century Station for discharge to the District's Canal long enough to create additional storage and settling capacity in the DeBenedetti basin. The process will be repeated as necessary to prevent the direct discharge from the City's Storm Drain System into the District Canal during the remainder of the period the District is scheduled to deliver water that season, i.e., up to October 31.
- Installation and maintenance of a trash removal system capturing substantially all of the Shady Acres water shed at a technically feasible location that utilizes current available separation technology. The system shall be approved by the District and will be designed with the capacity to remove trash and grass, but the City only guarantees the installation of a system so designed.

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(signatures on the following page)

**WOODBIDGE IRRIGATION DISTRICT**

**Dated:** \_\_\_\_\_, **2012**

\_\_\_\_\_  
**WILLIAM STOKES**  
**President**

**ATTEST**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ANDERS CHRISTENSEN**  
**District Secretary**

\_\_\_\_\_  
**DANIEL F. GALLERY**  
**Attorney for Woodbridge Irrigation District**

**CITY OF LODI, a California municipal  
corporation**

**Dated:** \_\_\_\_\_, **2012**

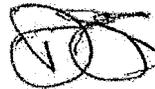
\_\_\_\_\_  
**KONRADT BARTLAM**  
**City Manager**

**ATTEST**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**RANDI JOHL, City Clerk**

\_\_\_\_\_  
**D. STEPHEN SCHWABAUER**  
**City Attorney**



11/02/12

RESOLUTION NO. 2012-187

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING LEASE AGREEMENT FOR ASSESSOR  
PARCEL NO. 015-160-16 BETWEEN WOODBRIDGE  
IRRIGATION DISTRICT AND THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Lease Agreement for Assessor Parcel No. 015-160-16 between Woodbridge Irrigation District and the City of Lodi establishing the ground lease for the Surface Water Treatment Facility Raw Water Pump Station, as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the agreement.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-187 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL  
City Clerk

Recorded by, and when  
recorded return to:

Woodbridge Irrigation District  
18777 No. Lower Sacramento Rd.  
Woodbridge, CA 95258

LEASE OF WOODBRIDGE IRRIGATION DISTRICT TO CITY OF LODI  
OF A PARCEL FOR LODI'S WATER SYSTEM PUMPING PLANT

1. Woodbridge Irrigation District ("District") hereby leases to the City of Lodi ("City"), on the terms herein set forth, that property which is described on Exhibit A attached hereto and depicted on the plat map attached as Exhibit B, and which is hereinafter referred to as the Leased Property. The Leased Property is an 85-foot by 111-foot portion of the District's Assessor's Parcel No. 015-160-16, and is located south of the District's Canal. The Leased Property is shown as a portion of the District's Parcel 16 on the current San Joaquin County Assessor's Map No. 015-16 attached hereto as Exhibit C. The location of the Property is also indicated on the aerial map attached hereto as Exhibit D.

2. The Leased Property shall be used by City only for the installation, operation, maintenance and repair of a pump station and appurtenant facilities to pump water to City's new water treatment plant to the south, which water is delivered to City by the District from the District's Canal on the east side of Lower Sacramento Road (Main Street), and for no other purposes. The lease shall terminate if City ceases use of the parcel for such purposes for more than one year. This termination provision shall not be triggered if WID water is not available for delivery to the City. City shall not assign or transfer the lease or sublet any interest in the Leased Property to any other party without the express consent of the District.

3. The term of the lease shall be for the same term as the Agreement for Purchase of Water from the District by the City of Lodi entered into on May 13, 2003, and amended on January 17, 2008, which amendment extended the initial 40-year term of the Water Purchase Agreement to October 15, 2047. The January 17, 2008 amendment also included a provision for renewal of the Water Purchase Agreement for an additional forty (40) years, on the terms stated in the amendment. Provided that the City is in compliance with the requirements and conditions of this Lease, the term of this Lease may also be renewed for an additional forty (40) years, i.e., to October 15, 2087, on terms and conditions that are reasonable and equitable and concurrently with a renewal of the Water Purchase Agreement.

4. During the term of the Lease, the District will provide non-consumptive water to the Leased Property from the District's well for incidental uses in and around the City's

pumping station, including landscaping, washing down buildings and equipment. The District will install a waterline from its well to the northwest corner of the Leased Property, and City will extend the waterline from that connection point onto the Leased

Property, and on which the City will install and maintain a water meter at a location approved by the District together with a shutoff valve and a backflow prevention device. District will bill the City annually for the use of the water at a rate of \$2.50 per 1,000 gallons, which rate will be increased by five percent (5%) per year, commencing on January 1 of the year following which the pumping plant has been installed on the Leased Property for a full calendar year, and the rate shall thereafter be increased by five percent each January 1 thereafter above the amount payable during the preceding calendar year. City will pay for its metered water use annually, by January 31 for the prior calendar years use.

5. The District will also grant to City an easement in or over the District's adjoining Assessor's Parcel No. 015-160-16 in a mutually acceptable location for electric service to the Leased Property, provided that said easement shall not interfere with the District's existing or future use of the District's adjoining Parcel. The term of such easement shall be to October 15, 2047, and also renewable on the same terms as the Water Purchase Agreement.

6. In consideration of this Lease, City shall do the following:

a. Pay to the District the sum of One Thousand Dollars (\$1,000) annually, payable on the 10th day of January of each year during the term of the lease, commencing on January 10, 2013.

b. At such time as the District applies to the County of San Joaquin to make improvements to the District's adjoining Assessor's Parcel No. 015-160-16, City shall obtain the necessary permits for and construct in a good and workmanlike manner in compliance with the specifications of the County and to the reasonable satisfaction of the District, new curbing, gutters, storm drainage pipelines, drainage inverts and sidewalks along the south and west boundary of the District's Parcel No. 015-160-16 as shown on the Exhibit C map, i.e., from Main Street west along the north boundary of Carolina Street to Orange Street, thence north along the east side of Orange Street, and including a concrete driveway from Orange Street onto the west side of the District's said Parcel No. 015-160-16 in a location specified by the District. City's obligations to perform the work under this subparagraph will terminate if it is not possible (physically or as a result of county permitting requirements) to accommodate the resulting drainage within the Orange Street (WID Canal to East Carolina Street) and East Carolina Street (Orange Street to Lower Sacramento Road) rights of way.

c. City shall pay any taxes or assessments imposed or levied on the Leased Property.

7. City shall cause any boundary and parcel surveys to be made by a licensed surveyor which either party deems to be necessary or appropriate with respect to the boundaries of

the Leased Property. District does not guarantee or warrant its title to the Property herein leased to City.

**8. Hazardous materials**

a. City shall not use or allow any hazardous materials to be used upon the Leased Property excepting for such types and kinds and in such quantities as are commonly and customarily associated with the operation of a water pumping plant, but City shall not release or dispose of any such materials on, under or about the Leased Property.

b. The District's property, of which the Leased Property is a part, is bounded by the District's Woodbridge Canal, Lower Sacramento Road (Main Street), Carolina Street and Orange Street. It was acquired by the District in 1953 from the Woodbridge Protection District No. 1, and has been used since that time for the purpose of storing miscellaneous District equipment and for storing dirt materials taken from and used on and along the District's canals and patrol roadways.

c. District has made no investigation, inspection or testing of the soils on the leased premises and makes no representation to City as to the suitability of the soils to support City's planned development, and any such investigation or inspection shall be the sole responsibility of the City.

d. District represents to the City that to the best of the actual knowledge of District's Board of Directors and of the District's Manager, but without any independent investigation having been made by the District:

- No hazardous materials have been stored, treated, handled, processed, disposed of, discharged or released on, under or from the Leased Property, or transported therefrom for storage, treatment or disposal off-site; and that
- There are no underground storage tanks or pipelines on the Leased Property.

9. District shall have the right throughout the term of the Lease to enter upon the Leased Property to read the water meter and to have the same tested, and to inspect the City's operations and activities on the Leased Property upon reasonable prior notice.

10. City shall indemnify, hold harmless and defend District, its directors, officers, agents and employees from and against any and all claims, demands, causes of action, damages, costs, losses, liabilities or expenses for, but not limited to, injury or death of any person and damages to or destruction of property of any person, occurring on the Leased Property or arising out of or in any manner directly or indirectly connected with City's use or occupation of or construction on the Leased Property or any activities thereon, however caused, except where caused by the negligence or willful misconduct of the District or its directors, officers, employees or agents.

11. **The** waiver by the District of any covenant herein shall not vitiate the same or any other obligation or covenant contained herein.

WOODBIDGE IRRIGATION DISTRICT

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
WILLIAM STOKES  
President

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANDERS CHRISTENSEN  
District Secretary

\_\_\_\_\_  
DANIEL F. GALLERY  
Attorney for Woodbridge Irrigation District

CITY OF LODI, a California municipal  
corporation

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDI JOHL, City Clerk

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney



11/2/12

ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*(here insert name and title of the officer)*

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_

(Seal)

ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*(here insert name and title of the officer)*

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**BAUMBACH & PIAZZA, INC.**  
 CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street  
 Lodi, CA 95240-2000  
 Phone (209) 368-6611  
 Fax (209) 368.6610

**PROPERTY Easement for the City of Lodi**  
**Water Pumping Plant**

*Legal Descriptions for an OF LEASED*

An easement comprised of the following two parcels:

Parcel 1:

The south 91.00 feet of the east 85.50 feet of the following described tract of land:

All that portion of Block twenty-one (21), in THOMAS ADDITION TO THE TOWN OF WOODBRIDGE, filed for record June 27, 1878, in Volume 2 of Maps and Plats, page 61, San Joaquin County Records, lying and being South of that certain canal running through said Block 21, known and called the Woodbridge Canal.

Parcel 2:

The east 85.50 feet of the following described tract of land:

All that portion of the north twenty (20) feet (measured at right angles) of Carolina Street (100 feet wide) lying between the east right of way line of Orange Street (100 feet wide) and the west right of way line of Main Street (100 feet wide), as said Carolina Street is shown upon the map or plat entitled THOMAS ADDITION TO THE TOWN OF WOODBRIDGE, filed for record June 27, 1878, in Book of Official Maps and Plats, Volume 2, page 61, San Joaquin County Records.

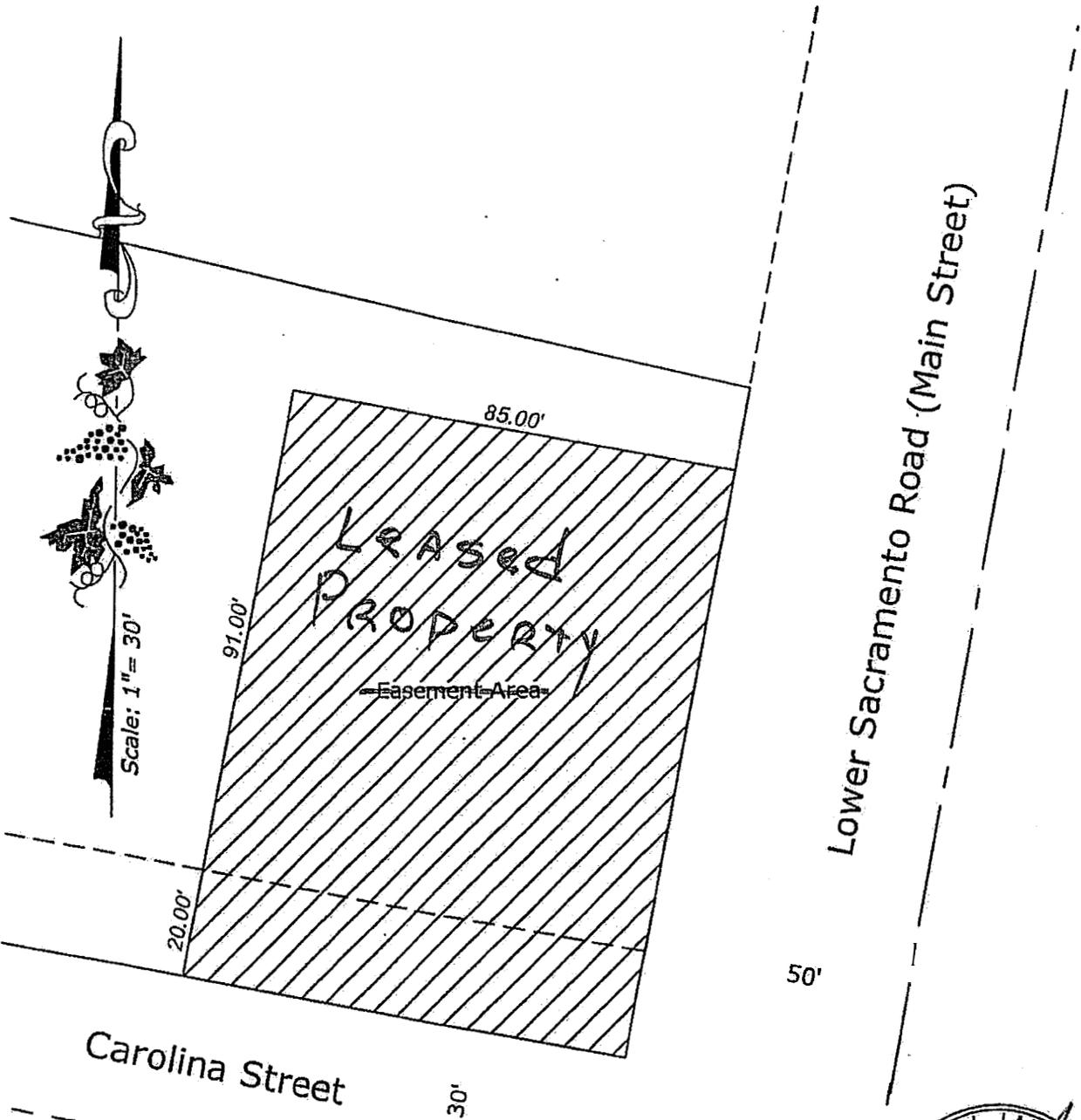


*Handwritten signature and initials over the seal.*

**EXHIBIT A**

# Water Pumping Plant

~~Easement~~ Plat  
prepared for: City of Lodi



S:\Projects\2009\09017\90\_Sheet\_Sets\02\_Phase\_Maps\09017\_WPP\_Easement\_Plat.dwg 01/12/10 3:57pm-ELSON-JBESF: 09017\_PP\_P.dwg 09017\_Control.dwg 09017\_WPP\_BSS.dwg

## EXHIBIT B

PREPARED IN THE OFFICE OF:

**BAUMBACH & PIAZZA, INC.**

CIVIL ENGINEERS • SURVEYORS

www.bpengineers.net  
209.368.6618

323 W. Elm St.  
Lodi, CA 95240



1/12/10

CAUTION!!



DO NOT SCALE THIS  
DRAWING IF BAR DOES  
NOT MEASURE 1 INCH



14

WOODBIDGE BLOCK 7

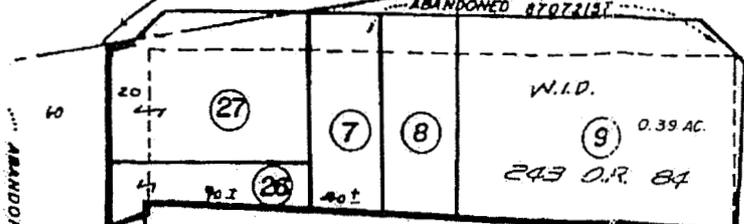
58

SOUTH BOUNDARY OF WOODBRIDGE ADD. 14 SECTION LINE THOMAS ADDITION

WOODBIDGE BLOCK 8

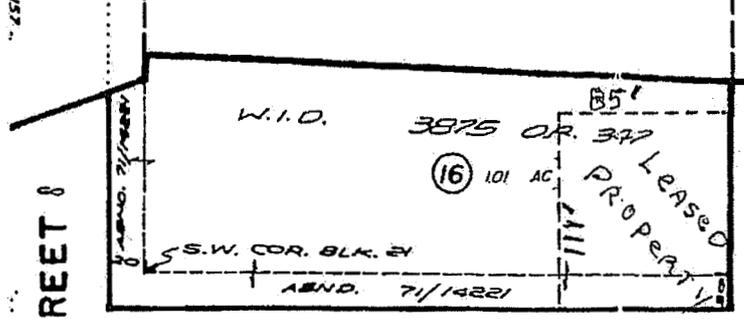
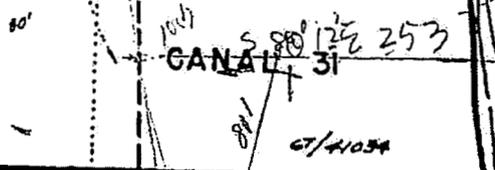
43

ABANDONED BY VOL. 3586 PG. 132 WOODBRIDGE IRR. DIST. 0.26 AC.



ABANDONED 87072157

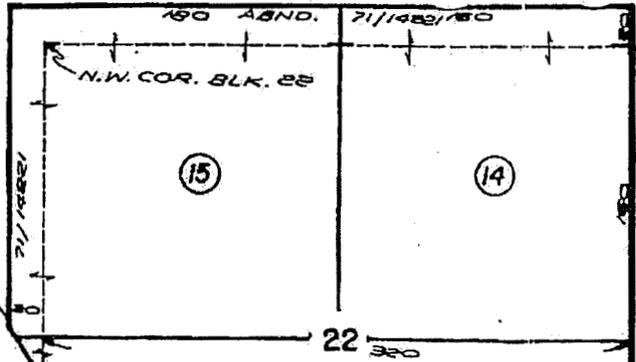
W.I.D. 0.44 AC. 243 O.R. 84



STREET

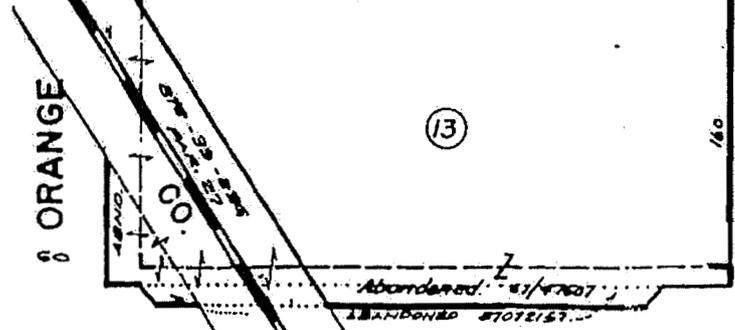
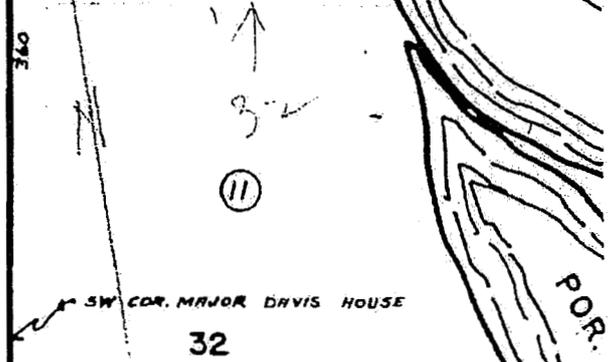
CAROLINA STREET

STREET



100

MAIN STREET



100

EXHIBIT C 12

17

33

STREET

MOKELUMNE

POR.

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



EXHIBIT D

CITY COUNCIL

JOANNE L. MOUNCE, Mayor  
ALAN NAKANISHI,  
Mayor Pro Tempore  
LARRY D. HANSEN  
BOB JOHNSON  
PHILKATZAKIAN

# CITY OF LODI

## PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

KONRADT BARTLAM  
City Manager  
RANDI JOHL  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
F. WALLY SANDELIN  
Public Works Director

November 14, 2012

Anders Christensen  
Woodbridge Irrigation District  
18777 N. Lower Sacramento Road  
Woodbridge, CA 95258

Dan O'Hanlon  
KMTG  
400 Capitol Mall, 27<sup>th</sup> Floor  
Sacramento, CA 95814-4416

**SUBJECT:** Adopt Resolutions Authorizing City Manager to Execute Third Amendment to Woodbridge Irrigation District Water Purchase Agreement and Lease Agreement for Assessor Parcel No. 015-160-16

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, November 21, 2012. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call me at (209) 333-6706.



*for:* F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk