



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute a Purchase Agreement with GFLIP III, Limited Partnership, L.P., a California Limited Partnership, for Property Located at 16 and 40 South Cherokee Lane, Lodi, California and Appropriating Funds (\$440,000)

MEETING DATE: December 19, 2012

PREPARED BY: City Manager

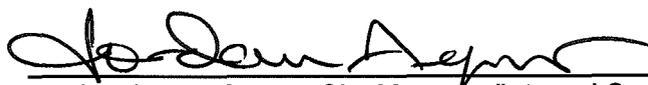
RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute a purchase agreement with GFLIP III, Limited Partnership, L.P., a California Limited Partnership, for property located at 16 and 40 South Cherokee Lane, Lodi, California and appropriating funds (\$440,000).

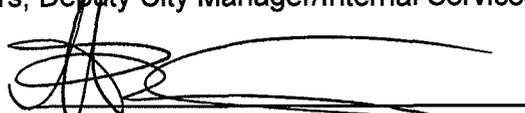
BACKGROUND INFORMATION: As the City Council is aware, staff has been searching for alternative sites in order to replace Fire Station #2. We have conducted a thorough evaluation of possible locations which meet both size and configuration requirements as well as technical needs of the Fire Department. The site proposed meets all needs outlined.

The City Council gave direction to negotiate with the property owner regarding the purchase of the property. Negotiations were successful at the appraised value of \$400,000. The potential close of escrow would take place prior to the end of the calendar year. Appropriations of \$440,000 are requested to cover purchase, closing and ancillary costs.

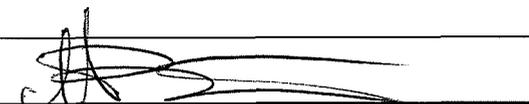
FISCAL IMPACT: Property acquisition required for Fire Station #2.

FUNDING AVAILABLE: Requested Appropriation:
General Fund Capital Outlay Fund (121 1045): \$440,000


Jordan Ayers, Deputy City Manager/Internal Services Director


Konradt Bartlam
City Manager

Attachment: Purchase Agreement Exhibits

APPROVED: 
Konradt Bartlam, City Manager

CONTRACT FOR ACQUISITION OF REAL PROPERTY

GFLIP III Limited Partnership, L.P., a California limited partnership (hereinafter referred to as "Grantor") has agreed to sell to the **City of Lodi**, a municipal corporation (hereinafter "Grantee") the real property described in Exhibit A attached hereto and incorporated herein by reference, commonly referred to as 16 and 40 South Cherokee Lane, located in the City of Lodi, San Joaquin County, California and designated as Assessor's Parcel Number 043-230-12 & 13, and all improvements and other property located thereon, and all of Grantor's rights in easements serving the same (all of such property being collectively hereinafter referred to as the "Parcel"), and Grantee has agreed to purchase the same, on the terms and conditions set forth in this Contract for Acquisition of Real Property (hereinafter, this "Agreement").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. Purchase Price

The purchase price for the Parcel is Four Hundred Thousand and 00/100 U.S. Dollars (\$400,000.00) (hereinafter the "Purchase Price")

2. Closing Date

The closing date shall be on a date mutually agreed upon by the parties (hereinafter the "Closing Date"), but in no event later than December 31, 2012. The agreement of the parties on the Closing Date will be set forth in the mutual escrow instructions to be delivered to Escrow as provided in Paragraph 4 below.

3. AS IS

Except for the environmental indemnity provisions in Paragraph 7 of this Agreement, Grantee agrees to buy the Parcel in its "AS IS" condition.

4. Escrow and Closing Costs

Grantor has opened an escrow (hereinafter "Escrow") with Old Republic Title Company, Order Number 1212014405-LK (hereinafter the "Escrow Holder"). The parties will mutually provide escrow instructions to Escrow Holder to carry out the terms of this Agreement.

Grantor shall pay Franchise Tax Board withholdings, if any.

Each of Grantor and Grantee shall pay one half of: all escrow fees and costs (including the cost of preparing the Grant Deed), recording fees, the title insurance policy premium for a standard ALTA Owner's policy (the "Title Policy"), and the Documentary Transfer Taxes payable to the City of Lodi and San Joaquin County.

Grantor's payments will be made by Escrow Holder, using the Purchase Price proceeds, out of Escrow. Grantee's payments will be deposited by Grantee with Escrow.

5. Conditions to Closing

The following are conditions to closing of Escrow:

A. Deliveries by Grantor

No later than two (2) business days prior to the Closing Date, Grantor shall deposit into Escrow: (i) a duly executed and acknowledged standard form of Grant Deed, without any express warranties, conveying the Parcel to Grantee (hereinafter the "Grant Deed"), and (ii) an owner's affidavit as required by Escrow Holder to enable Escrow Holder to issue the Title Policy.

B. Deliveries by Grantee

No later than two (2) business days prior to the Closing Date, Grantee shall deposit into Escrow (i) the Purchase Price, (ii) Grantee's share of fees and costs as provided in Paragraph 4 above, (iii) a duly executed acceptance or resolution of acceptance of the Parcel for public purposes as may be required by the San Joaquin County Recorder's Office to record the Grant Deed; (iv) a duly executed Preliminary Change of Ownership Report (PCOR) for filing with the Grant Deed; and (v) the written acknowledgement referenced in Paragraph 5.C(3) below.

C. Other Liens, Encumbrances and Interests in the Parcel

(1) All holders of liens and encumbrances on the Parcel have received full payment for all principal and interest due to them or have consented to payment to the Grantor and have executed a reconveyance of their interest in the Parcel;

(2) All other parties having an interest in the Parcel have received payment therefore or have consented to a payment to Grantor; and

(3) Grantee has acknowledged in writing that it concurs that all other parties having interest in the Parcel have received full payment or have consented to disbursement to Grantor.

D. Title Commitment

Escrow Holder is committed to issue the Title Policy showing that, upon recordation of the Grant Deed, Grantee owns fee simple title to the Parcel, subject only to the following exceptions shown on that certain Preliminary Report, dated as of October 16, 2012 at 7:30 AM, issued by Escrow Holder to Geweke Asset Management:

(1) Exceptions 1 through 4, provided that all such taxes and assessments shall be shown as paid current through and including the day prior to the Closing Date;

(2) Exception 5 (easement in favor of City of Lodi), and any other easements or rights of way over the Parcel for public or quasi-public utility or public street purposes;

- (3) Exception 6 (Notice of Adoption of Redevelopment Plan for the Lodi Redevelopment Project No. 1), and any other covenants, conditions, restrictions and reservations of record; and
- (4) Exception 9 (water rights, claims or title to water, whether or not shown by the public records).

6. Closing

Upon confirmation by the Escrow Holder that the closing conditions set forth in Paragraph 6 have been satisfied, on the Closing Date Escrow Holder shall:

- (1) Pay the closing fees and costs from the sums held in Escrow to the parties entitled thereto;
- (2) Pay any taxes and assessments on the Parcel current through and including the day before the Closing Date from the sums held in Escrow (taxes and assessments for the tax year in which Escrow closes shall be cleared and paid in the manner required by Section 5086 of the California Revenue and Taxation Code);
- (3) Record the Grant Deed;
- (4) Pay the balance of the sums held in Escrow to Grantor (mode of payment to be separately specified by Grantor to Escrow Holder); and
- (5) Issue the Title Policy to Grantee.

Grantee shall have the irrevocable right to take possession of the Parcel immediately upon recordation of the Grant Deed, or earlier if agreed to in a writing signed by Grantor and Grantee.

In the event that Escrow does not close by December 31, 2012, Escrow Holder shall hold all documents and funds deposited in Escrow pending mutual instructions from the parties hereto on how to proceed.

7. Environmental Indemnity

For a period of three (3) years following the close of Escrow, Grantor agrees to defend, indemnify and hold harmless Grantee from any and all regulatory orders, judgments or awards issued by or in favor of the federal or California state government or any agency thereof resulting from any environmental contamination which existed on or under the Parcel at the close of Escrow, including all cost and expense in responding to or complying with any such orders, judgment or awards; provided, however, this Paragraph 7 shall not apply to any prior or existing environmental contamination relating to the underground storage tanks that previously existed on the Parcel. Grantor represents and warrants that the underground storage tank closing documents set forth in Exhibit B to this document ("Closing Documents") are true and correct copies of the originals thereof. The Closing Documents are made a part hereof by reference. Grantee has reviewed those documents and, subject to the accuracy of Grantor's representation and warranty regarding the Closing Documents, accepts any and all risks and liabilities

relating to any prior or existing environmental contamination relating to the underground storage tanks that previously existed on the Parcel.

8. Entire Agreement; Survival

This Agreement evidences the entire agreement of the parties hereto regarding the subject matter hereof. No rights or obligations other than those set forth in this Agreement will be recognized by the parties hereto. Paragraphs 3, 7 and this Paragraph 8 shall survive delivery of the Grant Deed and the closing.

IN WITNESS WHEREOF, the parties have executed two (2) counterpart originals of this Agreement on the ____ day of December, 2012, at Lodi, San Joaquin County, California.

Grantee:

Grantor:

City of Lodi, a municipal corporation

GFLIP III Limited Partnership, L.P., a California limited partnership

By _____
Konradt Bartlam
City Manager

By: _____
Daryl Geweke, Co-Trustee of The Daryl Geweke and Opal Geweke Family Trust, under Trust Agreement Dated April 20, 1988, as amended

Attest:

Its: General Partner

Randi Johl
City Clerk

By: _____
Opal Geweke, Co-Trustee of The Daryl Geweke and Opal Geweke Family Trust, under Trust Agreement Dated April 20, 1988, as amended

Its: General Partner

Approved as to Form:

D. STEPHEN SCHWABAUER
CITY ATTORNEY

By _____
D. Stephen Schwabauer


EXHIBIT A

Legal Description

The land referred to is situated in the County of San Joaquin, City of Lodi, State of California, and is described as follows:

PARCEL I:

Lot 1 of Lodi Trotting Park, according to the Official Map of Survey filed December 1, 1937 in Book of Surveys, Volume 4, Page 255 San Joaquin County Records, more particularly described as follows:

Beginning at the intersection of the North line of said Lot 1 and the East line of State Highway known as U.S. Highway No. 99, as said State Highway is now located; running thence South along the East line of said State Highway, a distance of 259.56 feet; thence South 87° 40' East 201.76 feet to the East line of said Lot 1; thence North 2" 09'30" West 270.19 feet to the Northeast corner of said Lot 1; thence West along the North line of said Lot 1, a distance of 201.35 feet to the point of beginning.

EXCEPT the North 130 feet thereof, said exception having a frontage of 130 feet on the Easterly line of U.S. Highway 99 and having a uniform depth extending to the Easterly line of the property above described.

PARCEL 11:

Also a right of way for all purposes of passage and public utilities over the East 10 feet of the North 130 feet of Lot 1 of Lodi Trotting Park, according to the Official Map of Survey filed on December 1, 1937 in Book of Surveys, Volume 4, Page 255, San Joaquin County Records.

APN: 043-230-13

PARCEL 111:

Lot 2, Lodi Trotting Park, filed for record February 18, 1891, in Book of Maps and Plats, Volume 2, Page 5, San Joaquin County Records.

Except that portion thereof lying South of the North Line of Oak Street, also except that portion thereof conveyed for State Highway purposes by Deed recorded February 18, 1931, in Book of Official Records, Volume 357, Page 405 San Joaquin County Records.

APN: 043-230-12

EXHIBIT B

UST Closing Documents

1. No Further Action letter, dated October 26, 2010, from the California Regional Water Quality Control Board Central Valley Region, to Geweke Land Development and Marketing (1 page)
2. Memorandum re: UST Case Closure, dated October 18, 2010, from the California Regional Water Quality Control Board Central Valley Region, to Geweke Land Development and Marketing (6 pages, including Table 1 attached thereto).



California Regional Water Quality Control Board Central Valley Region

Katherine Hart, Chair



Arnold
Schwarzenegger
Governor

Linda S. Adams
Secretary for
Environmental
Protection

11020 Sun Center Drive #200, Rancho Cordova, California 95670-6114
Phone (916) 464-3291 • FAX (916) 464-4645
<http://www.waterboards.ca.gov/centralvalley>

26 October 2010

Mr. Dale Gillespie
Geweke Land Development and Marketing
PO Box 1210
Lodi, CA 95241

NO FURTHER ACTION REQUIRED, UNDERGROUND STORAGE TANKS, CLEANUP AND ABATEMENT ORDER (CAO) NO. 93-701, GEWEKE PROPERTY, 16 SOUTH CHEROKEE LANE, LODI, SAN JOAQUIN COUNTY (CASE # 390006).

This letter confirms the completion of a site investigation and corrective action for the underground storage tanks that were removed at the above-described location. Thank you for your cooperation throughout this investigation. Your willingness and promptness in responding to our inquiries concerning the underground storage tanks are greatly appreciated.

Based on the information in the above-referenced file and with the provision that the information provided to this agency was accurate and representative of site conditions, this agency finds that the site investigation and corrective action carried out at your underground storage tank(s) site is in compliance with the requirements of subdivisions (a) and (b) of Section 25296.10 of the Health and Safety Code and with corrective action regulations adopted pursuant to Section 25299.3 of the Health and Safety Code and that no further action related to the petroleum release(s) at the site is required.

This notice is issued pursuant to subdivision (g) of Section 25296.10 of the Health and Safety Code.

On 15 March 1993, the Executive Officer of the Central Valley Regional Water Quality Control Board (Central Valley Water Board) issued Cleanup and Abatement Order No. 93-701 (CAO) to Geweke Land Development and Marketing for their site at 16 South Cherokee Lane in Lodi (Site). Geweke Land Development and Marketing have completed all tasks required by the CAO, have properly abandoned all wells under permit from the San Joaquin County Environmental Health Department, and have restored the property through removal/deactivation of all groundwater treatment equipment at the Site. Therefore, the CAO is hereby rescinded.

Please contact Mr. James Barton by phone at (916) 464-4615, or via e-mail at jbarton@waterboards.ca.gov if you have any questions regarding this matter.

for 
PAMELA C. CREEDON
EXECUTIVE OFFICER

Enclosures (Memorandum and NFAR Checklist)

cc w/encls.: Geri Young-Love, SWRCB UST Cleanup Fund, Sacramento
Adrienne Ellsaesser, San Joaquin County Environmental Health Department, Stockton
Brian Millman, Advanced GeoEnvironmental Inc., 837 Shaw Rd., Stockton 95215

California Environmental Protection Agency





**California Regional Water Quality Control Board
Central Valley Region**

Katherine Hart, Chair



Arnold
Schwarzenegger
Governor

Linda S. Adams
Secretary for
Environmental
Protection

11020 Sun Center Drive #200, Rancho Cordova, California 95670-6114
Phone (916) 464-3291 • FAX (916) 464-4645
<http://www.waterboards.ca.gov/centralvalley>

TO: File: Geweke Land Development
and Marketing
16 South Cherokee Lane
Lodi, San Joaquin Co.

FROM: Jim Barton
Engineering Geologist
UST Unit 2

DATE: 18 October 2010

SIGNATURE:



**SUBJECT: UST CASE CLOSURE, GEWEKE LAND DEVELOPMENT AND MARKETING.
16 SOUTH CHEROKEE LANE, LODI, SAN JOAQUIN COUNTY (CASE # 390006).**

Site Background

Geweke Land Development and Marketing (Geweke) property (Site) is currently a vacant used car dealership located on the northeast corner of South Cherokee Lane and East Oak Street in Lodi, San Joaquin County (Figure 1). Geweke purchased the former Gas and Save service station from San Diego Armour Oil Company (SDAOC) in September 1985 and converted the property into Geweke Ford Used Cars.

Prior to September 1985, two 10,000-gallon and one 6,000-gallon gasoline and one 1,000-gallon waste oil underground storage tanks (USTs) were removed by SDAOC from the Site. Confirmation soil samples were not collected during the UST removals; however, in September 1985, one monitoring well (MW-1) was installed in the waste oil UST tank pit. Subsequently from October 1985 through October 2005, twenty one additional monitoring wells (MW-2 through MW-22) and fifteen remediation wells (VW-1 through VW-7, OW-1 through OW-6, OW-1R that replaced damaged OW-1, and EW-1) were installed at the Site (Figure 2). Maximum groundwater monitoring results are reported in micrograms per Liter (ug/L) in Table 1 below.

Sample Date	TPHg ¹	Benzene	Toluene	Ethylbenzene	Xylenes	1,2-DCA ²	TBA ³
September 1985	NA ⁴	20	10	NA	NA	NA	NA
October 1985	56,000	7,400	624	NA	4,960	NA	NA
February-July 1986	11,000	1,100	1,100	1,500	13,000	NA	NA
June 1993	8,800	770	120	1.3	240	50.6 ⁵	NA
March 1998	1,400	3.2	1.6	6.3	21	500	80
March 2004	4,400	12	2.8	56	268	40	54
July 2009	3,300	ND ⁶	ND	18	92	ND	ND ⁶

1: TPHg = total petroleum hydrocarbons as gasoline 2: 1,2-DCA = 1, 2-dichloroethane 3: TBA = tertiary butyl alcohol
4: NA = not analyzed 5: 1,2-DCA analyzed by Regional Board lab during split groundwater sampling 6: ND = non-detect result

Sample Date	TPHg ¹	Benzene	Toluene	Ethylbenzene	Xylenes	1,2-DCA ²
September - October 1985 ¹	214.5	7.76	3,709	29.9	111	NA
July 1986 ²	1,100	17	36	ND	97	NA
April-October 1993 ³	4,329	85	205	108	209	NA
March- December 1995 ⁴	7,347	45	360	¹³⁰	570	NA
June 1997 ⁵	4,900	23	220	110	510	NA
February 1999 ⁶	5,900	6.8	120	49	690	NA

The 31 July 1991 *PAR* recommended groundwater extraction as a feasible remediation technology; however the remediation was not implemented and groundwater monitoring continued at the Site.

On 15 March 1993, CAO 90-702 was rescinded and CAO 93-701 was issued by the Regional Board Executive Officer. CAO 93-701 required quarterly monitoring, submittal of a workplan to complete delineation of the groundwater plume, submittal of a final remediation plan (*FRP*) and operation of the approved remediation system.

Regional Board staff collected split groundwater samples from the monitoring wells on 1 April 1993 and 7 April 1993. In addition to the previously reported petroleum hydrocarbons, the Regional Board contract laboratory also reported 1, 2-DCA (see Table 1 above), 1,1,1-trichloroethane, and tetrachloroethylene (PCE) in groundwater. A 27 July 1993 *Report of Waste Discharge (ROWD)* was submitted to Regional Board staff for Waste Discharge Requirements (*WDRs*) for a permit to conduct bio-inoculation (injection) of soil by petroleum hydrocarbons degrading bacteria. The 30 July 1993 *FRP* recommended bacteria injections (inoculums) for an in-situ bio-remediation (*Bio*) of soil and groundwater. The *Bio* was initiated on 17 August 1994, when 1,200 gallons of inoculums were injected into selected wells at the

site. Liquid hydrogen peroxide was introduced to select wells three times between May 1998 and January 1999 into select wells, to increase dissolved oxygen levels. In a 6 June 2001 meeting, Regional Board staff and the consultant concluded that *Bio* had reduced soil contamination; however, *Bio* had no affect on groundwater, as concentrations were not declining to the levels needed for closure-and rescission of CAO 93-701. On 27 June 2001, a revised Monitoring and Reporting Program was issued by the Regional Board Executive Officer, which ceased *Bio* constituents monitoring and reduced groundwater monitoring frequencies.

The 24 May 2002 *Cone Penetrometer Testing Report Addendum* for soil and groundwater identified TPHg contamination down to 134' below ground surface (bgs) and benzene down to 75' bgs, and recommended installation of clustered monitoring wells to define vertical extent of contamination. An 18 July 2002 workplan was approved, and deep monitoring wells MW-15 through MW-19 were installed December 2002. In April 2004, three ozone injection wells (OW-1 through OW-3) were installed (Attachment 2). The approved ozone injection pilot study, conducted from October 2004 through March 2005, was deemed successful, and in September 2005, four additional ozone injection wells (OW-1R, OW-4 through OW-6) were installed for the full scale onsite remediation. However, petroleum hydrocarbons concentrations in groundwater at offsite monitoring well MW-9 did not decline in response to ozone injection, due to MW-9's distance from the ozone injection wells. In-situ chemical oxidation (*ISCO*) was proposed in January 2007 for MW-9, and a 10 December 2008 workplan for an *ISCO* pilot study was approved; however, the lack of funding due to the State Board UST Cleanup Fund payment delays resulted in no implementation of *ISCO* at MW-9. Onsite ozone injection ceased in December 2006. However, groundwater concentrations began rising significantly onsite by February 2007 and offsite in MW-9 by May 2007. Ozone injection resumed in March 2007 and continued until December 2008, when a second rebound test was conducted. Since December 2008, groundwater concentrations have not rebounded significantly, and are showing a slow declining trend with seasonal concentration spikes in onsite MW-14 and offsite MW-9. On 30 June 2009, maximum groundwater monitoring concentrations were TPHg, 3,300 ug/L (MW-9); ethylbenzene, 18 ug/L (MW-14); and xylenes, 92 ug/L (MW-14).

Risk Assessment

Investigations to date show the bulk of onsite soil contamination existed from 15' bgs down to 60' bgs, where the consultant determined residual soil contamination poses minimal risk to human health from direct exposure, and over 50' west of the used car lot offices. The 10 November 2009 *Soil Vapor Investigation Report (SVI Report)*, compared soil vapor sample results from three sample locations between MW-9 and the adjacent Lodi Adult School with the San Francisco Bay Regional Water Quality Control Board Environmental Screening Levels (ESLs). All soil vapor results were non-detect at reporting limits below the ESLs, the *SVI Report* conclusions show no risk from vapor intrusion to the nearby Lodi Adult School, and when extrapolating the soil vapor results, no vapor intrusion risk exists onsite. The consultant determined that residual petroleum hydrocarbons in groundwater did not pose a significant threat to human health or the environment. Land use (commercial and school zone) is not expected to change in the foreseeable future.

Sensitive Receptor Survey

The *Closure Summary Report* identified 1 irrigation well and 1 inactive municipal well within 2000' of the site, and one active municipal well located 900' southeast of the site. The nearest surface water body, the Mokelumne River, is over 2000' north (upgradient) of the Site. The consultant determined that sensitive receptors are not threatened by residual groundwater contamination.

Site Geology and Hydrogeology

The *Closure Summary Report* listed Site soils as inter-fingered beds of gravels, sands, silts and clays down to 145' bgs, the total depth investigated. From 1985 to 2008, depth to water varied from approximately 42' bgs to 63' bgs, with water table elevations ranging from approximately 17' below mean sea level (msl) to 2 feet above msl. The downgradient groundwater flow direction was predominantly to the south. The groundwater gradient varied from 0.001 ft/ft to 0.002 ft/ft.

Residual Mass Calculation

Initial estimates for TPHg in soil were 3,554 gallons, prior to *Bio* remediation and 5 gallons of TPHg in groundwater, prior to ozone injection. The *Closure Summary Report* estimated 315 gallons of TPHg remain in soil, and 1.8 gallons of TPHg remain in groundwater.

Summary and Recommendations

Geweke has complied with all of the requirements in CAO 93-701 and in the Regional Board staff letters. Concentrations of petroleum hydrocarbons have decreased significantly over approximately 70 monitoring events since groundwater monitoring started in 1985. On 30 June 2009, maximum groundwater monitoring concentrations were TPHg, 3,300 ug/L; ethylbenzene, 18 ug/L; and xylenes, 92 ug/L. The consultant estimates groundwater will reach WQGs within twenty three years. The City of Lodi Public Water Service office was contacted on 15 December 2009; and there are no current plans to use the groundwater prior to reaching WQGs. Moreover, the City installs sanitary seals to between 200' and 250' depth to lessen communication between the primary drinking water aquifer and shallow groundwater. The petroleum hydrocarbons plume has been defined both laterally and vertically, and poses minimal risk to sensitive receptors, human health, or other beneficial uses of groundwater in the area.

Based on the minimal residual contamination in soil and groundwater, lack of threats from vapor intrusion, declining soil and groundwater petroleum hydrocarbons concentrations, compliance with the tasks of Regional Board enforcement orders and directives, and a well defined vertical and lateral extent of pollution, no further action is warranted for the Site. Staff recommends rescission of CAO 93-701 and closure of this Site. The required public participation comment period was completed, including the nearby Lodi Adult School, on

16 S. Cherokee Lane
Lodi, San Joaquin County

■ July 2009 with no adverse comments. Thirty six remaining monitoring and remediation wells were properly abandoned on 15 July 2010.

Attachments: Attachment 1: Site Location Figure 1
 Attachment 2: Site Plan with former USTs and Well Locations Figure 18

Site Name and Location:		Geweke Land Development and Marketing, 16 South Cherokee Lane, Lodi, San Joaquin County (RB #390006)	
<input checked="" type="checkbox"/>	1. Distance to production wells for municipal, domestic, agriculture, industry and other uses within 2000 feet of the site.	A 2000 sensitive receptor survey identified 1 irrigation, and 1 active and 1 inactive public supply well located within 2000' of the site. The nearest downgradient well (active public supply 900' to southeast) is not threatened.	
<input checked="" type="checkbox"/>	2. Site maps, to scale, of area impacted showing locations of any former and existing tank systems, excavation contours and sample locations, boring and monitoring well elevation contours, gradients, and nearby surface waters, buildings, streets, and subsurface utilities;	In 1985, two 70,000-gallon and one 6,000-gallon gasoline, and one 1,000-gallon waste oil USTs system were removed from the site.	
<input checked="" type="checkbox"/>	3. Figures depicting lithology (cross section), treatment system diagrams;	Site lithology consists of clay, silt, sand and gravel to 145' bgs, the total depth investigated.	
<input type="checkbox"/>	volume the soil		
<input checked="" type="checkbox"/>	5. Monitoring wells remaining on-site, fate;	Twenty two monitoring wells (MW-1 through MW-22), and fourteen remediation wells (VW-1 through VW-7, OW-IR through OW-6 and EW-1) were properly abandoned on 15 July 2010.	
<input type="checkbox"/> and analyses: <input type="checkbox"/> Detection limits for confirmation sampling <input checked="" type="checkbox"/> Lead analyses			
<input checked="" type="checkbox"/>	8. Concentration contours of contaminants found and those remaining in soil and groundwater, both on-site and off-site	The extent of the identified contamination shown in applicable reports.	
	<input checked="" type="checkbox"/> Lateral and <input checked="" type="checkbox"/> Vertical extent of soil		
	<input checked="" type="checkbox"/> Lateral and <input checked="" type="checkbox"/> Vertical extent of groundwater contamination		
<input checked="" type="checkbox"/>	9. Zone of influence for the soil and groundwater remediation system;	Soil vapor extraction, air sparging, solution injection and groundwater extraction and ozone injection were the engineered remediation.	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	11. Best Available Technology (BAT) used or an explanation for not using BAT;	USTs removal, SVE/AS, bacteria solution injection, ozone injection, batch groundwater extraction, and natural attenuation.	
<input checked="" type="checkbox"/>	12. Unattainable using BAT;		
<input checked="" type="checkbox"/>	13. Mass balance calculation of substance treated versus that remaining;	The consultant estimates 19,670 lbs of TPHg removed from soil and 30.51 lbs. of TPHg removed from groundwater. Approximately 1,967 lbs of TPHg remain in soil and 11.74 lbs remain in groundwater.	
<input checked="" type="checkbox"/>	14. Assumptions, parameters, calculations and model used in risk assessments, and fate and transport modeling;	A soil vapor survey passed the Region 2 commercial vapor ESLs and CalEPA CHHSLs. Residual TPHg in soil exceeded the gross residual direct contact ESLs, but is located below 15 bgs.	
<input checked="" type="checkbox"/>	15. Rationale why conditions remaining at site will not adversely impact water quality, health, or other beneficial uses; and	Soil and groundwater contamination is limited in extent. Land use (commercial) is not expected to change in the foreseeable future. Vapor intrusion and soil risk has been addressed. Wafer qualify	
By: JLB	Comments: In 1985, two 10,000-gallon and one 6,000-gallon gasoline, and one 1,000-gallon waste oil USTs system were removed at the subject Site. Based upon 72 quarters of groundwater monitoring showing a stable plume with declining concentrations, no threats to nearby domestic wells, the limited extent of contamination remaining in soil and groundwater, no foreseeable changes in land use, and limited threats from groundwater, soil and soil vapor intrusion, Regional Board staff recommend UST case closure.		
Date: 9/22/2010			

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

3. FROM: Jordan Ayers 5. DATE: 12/11/12

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1211		3205	Fund Balance	\$ 440,000.00
USE OF FINANCING					\$

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Purchase of land for Fire Station #2

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 12/19/12 Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: *Jordan Ayers*

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-203

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT FOR PROPERTY LOCATED AT 16 AND 40 SOUTH CHEROKEE LANE WITH GFLIP III LIMITED PARTNERSHIP, L.P., A CALIFORNIA LIMITED PARTNERSHIP, FOR FIRE STATION #2, AND FURTHER APPROPRIATING FUNDS FOR THE PURCHASE

WHEREAS, City staff has been searching for alternative sites for the replacement of Fire Station #2; and

WHEREAS, staff has also conducted a thorough evaluation of possible locations that meet both size and configuration requirements as well as technical needs of the Fire Department; and

WHEREAS, the proposed site meets all the required needs; and

WHEREAS, the City of Lodi did not contemplate the use of eminent domain in connection with this negotiated purchase.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Purchase Agreement for property located at 16 and 40 South Cherokee Lane (APN 043-230-12 and 043-230-13) with GFLIP III Limited Partnership, L.P., a California limited partnership, in the amount of \$440,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$440,000 be appropriated from the General Fund Capital Outlay Fund for this purchase.

Dated: December 19, 2012

I hereby certify that Resolution No. 2012-203 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 19, 2012, by the following vote:

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

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None



RANDI JOHL
City Clerk