

RESOLUTION NO. 88-76

A RESOLUTION OF SUPPORT FOR SPECIAL WATER STUDY
AS PROPOSED BY ASSEMBLYMAN PHIL ISENBERG

WHEREAS, The northern portion of San Joaquin County has a number of water supply and water quality problems that are unique to the area; and

WHEREAS, The area's water problems affect a number of local agencies within the Mokelumne River Basin; and

WHEREAS, The State Department of Water Resources is willing to take the lead in a cooperative study with affected local agencies to determine possible solutions to the area's water problems; and

WHEREAS, Assemblyman Phil Isenberg will be introducing legislation that would lead to a State-local study of the water supply and water quality problems of the north San Joaquin County area;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby adopt this Resolution of Support for Special Water Study as proposed by Assemblyman Phil Isenberg.

Dated: June 15, 1988

I hereby certify that Resolution No. 88-76 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 15, 1988 by the following vote:

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

Noes: Council Members - None

Absent: Council Members - None


Alice M. Reimche
City Clerk

CITY OF LODI

RESOLUTION NO. 88-77

**A RESOLUTION APPOINTING SPECIAL LEGAL COUNSEL AND
APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES, ALL IN CONNECTION WITH
THE PROPOSED 1988 WASTEWATER TREATMENT PLANT EXPANSION PROJECT**

WHEREAS, the City of Lodi (the "City") plans to finance the construction of certain improvements to its municipal wastewater treatment plant by entering into such agreements as may be necessary and to authorize the execution, delivery and sale of certificates of participation in payments to be made under such agreements, and it is desirable to appoint special legal counsel in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi, as follows:

Section 1. The law firm of Jones Hall Hill & White, A Professional Law Corporation, San Francisco, California ("Jones Hall") is hereby appointed to act as special legal counsel in connection with said financing proceedings.

Section 2. That certain Agreement for Legal Services by and between the City and Jones Hall for special legal services in connection with said financing proceedings, a copy of which is on file with the City Clerk, is hereby approved. The Mayor, the City Manager or the Finance Director is hereby authorized and directed in the name and on behalf of the City to execute said Agreement and the City Clerk is hereby authorized and directed to attest to such official's signature.

Section 3. Appropriate officers of the City are hereby authorized and directed, in association with Jones Hall, to take such actions and to prepare such documents as shall be necessary and appropriate in connection with such financing proceedings.

Section 4. This Resolution shall take effect upon its adoption by this City Council.

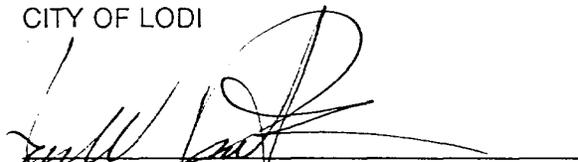
I hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of the City of Lodi duly held on the 15th day of June, 1988, by the following vote:

AYES, and in favor of, Councilmembers: Hinchman, Olson, Reid, Snider and Pinkerton (Mayor)

NOES, Councilmembers: None

ABSENT, Councilmembers: None

CITY OF LODI



James W. Pinkerton, Jr.
Mayor

[S E A L]

ATTEST:



Alice M. Reimche
City Clerk

**AGREEMENT FOR LEGAL SERVICES
(1988 Wastewater Treatment Plant Expansion Project)**

THIS AGREEMENT FOR LEGAL SERVICES is made and entered into this _____ day of _____, 1988, by and between the CITY OF LODI, CALIFORNIA (the "City"), and JONES HALL HILL & WHITE, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys").

W I T N E S S E T H:

WHEREAS, the City proposes to finance the construction of certain improvements to its wastewater treatment plant by entering into such agreements as may be necessary and to authorize the execution, delivery and sale of certificates of participation in payments to be made under such agreements (the "Certificates"); and

WHEREAS, the City has determined that Attorneys are specially trained and experienced to provide services for the financing and the execution and delivery of the Certificates; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services;

NOW, THEREFORE, IT IS HEREBY AGREED, as follows:

1. Duties of Attorneys. Attorneys shall provide legal services in connection with the authorization, issuance and consummation of the financing proceedings relating to execution and delivery of the Certificates. Such services shall include the following:

a. Confer and consult with the officers and administrative staff of the City as to matters relating to the financing proceedings;

b. Attend all meetings of the City Council and any administrative meetings at which any financing proceedings relating to the Certificates are to be discussed, deemed necessary by Attorneys for the proper planning of the financing proceedings or when specifically requested to attend;

c. Prepare any required installment sale agreements, trust agreements, assignment agreements, agency agreements, amendments to existing financing documents, indentures, ordinances and all resolutions, notices and legal documents necessary for the proper conduct of the financing proceedings relating to the execution and delivery of the Certificates;

d. Review all financial documents for legal sufficiency;

e. Review, without undertaking an independent investigation, any official statement or other disclosure document prepared in connection with the financing proceedings to assure correctness of disclosure relating to the legal documents;

f. Prepare and provide a signature and no-litigation certificate, an arbitration certificate and any and all other closing documents required to accompany delivery of the Certificates;

g. Prepare and provide a complete transcript of the conduct of the proceedings necessary to accompany delivery of the Certificates;

h. Subject to the completion of proceedings to the satisfaction of Attorneys, provide the legal opinion of Attorneys that the interest due with respect to the Certificates is excludable from gross income for purposes of federal income taxation and that such interest is exempt from California personal income taxation;

i. Subject to the completion of proceedings to the satisfaction of Attorneys, provide the legal opinion of Attorneys approving in all regards the legality of all proceedings relating to the execution and delivery of the Certificates; and

j. Confer and consult with City officials and agents with regard to problems which may arise during the servicing and payment of principal and interest due with respect to the Certificates.

2. Compensation. For the services set forth under Section 1, Attorneys shall be paid the percentage compensation set forth below:

a. One percent (1%) of the principal amount of the Certificates to a principal amount of \$1,000,000 (with a minimum fee of \$15,000 in the event of issuance of a principal amount of less than \$1,000,000), plus;

b. One-half percent (1/2%) of the principal amount of the Certificates in excess of \$1,000,000, but less than or equal to \$5,000,000, plus;

c. One-quarter percent (1/4%) of the principal amount of the Certificates in excess of \$5,000,000, but less than or equal to \$10,000,000, plus;

d. One-eighth percent (1/8%) of the principal amount of the Certificates in excess of \$10,000,000, but less than or equal to \$20,000,000, plus;

e. One-sixteenth percent (1/16%) of the principal amount of the Certificates in excess of \$20,000,000.

In addition, Attorneys shall be reimbursed for any costs advanced by Attorneys on behalf of the City, including delivery and messenger services, closing costs, duplication costs, transcript binding costs and expenses for travel outside the State of California, if any, but specifically excluding travel expenses within the State of California.

Payment of said fees and expenses shall be entirely contingent, shall be due and payable upon the delivery of the Certificates and shall be payable solely from the proceeds of the Certificates or other available moneys of the City.

3. Exceptions. Any services rendered in any litigation involving the City or the financing proceedings relating to the Certificates are excepted from the services to be rendered for the above compensation. For such services which Attorneys are directed to render for and on behalf of the City, compensation shall be on the basis of reasonable fees to be agreed upon by the City and Attorneys.

4. Termination of Agreement. This Agreement for Legal Services shall be indefinite as to term but may be terminated at any time by the City, with or without cause, upon ninety (90) days' written notice to Attorneys. In the event of such termination, all finished and unfinished documents shall, at the option of the City, become its property and shall be delivered by Attorneys.

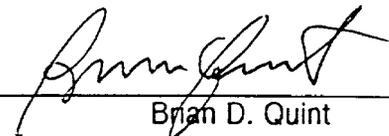
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CITY OF LODI, CALIFORNIA

By _____
Title _____

Attest _____
City Clerk

JONES HALL HILL & WHITE,
A Professional Law Corporation

By  _____
Brian D. Quint

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