

Pg 157

Street
cc-4561

CITY COUNCIL MEETING

APRIL 7, 1982

COMMUNICATIONS

City Clerk Reimche reported that a letter had been received from Mrs. Frieda Hieb, 1021 W. Lockeford Street, Lodi, requesting a rehearing on the Lockeford Street Reconstruction - Ham Lane to California Street. A staff report concerning the subject was presented for Council's perusal. Mrs. Hieb was in the audience and addressed the Council regarding the matter.

REHEARING RE
LOCKEFORD STREET
RECONSTRUCTION HAM
LANE TO CALIFORNIA
STREET

Following discussion with questions being directed to Staff, Council, on motion of Councilman Katnich, McCarty second, scheduled a rehearing on Lockeford Street Reconstruction, Ham Lane to California Street for Wednesday, May 5, 1982 at 8:00 p.m. and directed the City Clerk to do the required legal publications and to notify the subject property owners.

MEMORANDUM, City of Lodi, Public Works Department

TO: City Manager
City Council

FROM: Public Works Director

DATE: April 2, 1982

SUBJECT: Lockeford Street Reconstruction
Ham Lane to California Street

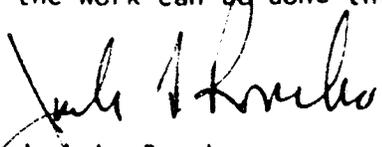
BACKGROUND INFORMATION

At the March 17 meeting, the City Council held a public hearing on the Lockeford Street project. After the hearing, the Council adopted a project which included no widening except at the California Street intersection, and removed the parking on the north side of the street in order to provide wider travel lanes meeting City standards.

The Council directed staff to inform the property owners of their decision and explain the status of the parkway. A copy of that letter is attached.

Since then, we have received calls from three persons questioning the decision. They tended to prefer that the street stay as is, but acknowledged that the no parking was preferable to widening. They were told that if they wished to pursue the matter, they should write a letter to the City Council requesting reconsideration.

The enclosed letter was received on March 22, 1982, and requests a rehearing. If a rehearing is granted, we ask that it be scheduled as soon as possible so that we can proceed with preparation of the plans and specifications so the work can be done this summer.


Jack L. Ronsko
Public Works Director

Attachment

JLR/RCP/eeh

CITY COUNCIL

JAMES A. McCARTY, Mayor
ROBERT C. MURPHY, Mayor Pro Tem
RICHARD L. HUGHES
WALTER KATNICH
JAMES W. PINKERTON, Jr.

CITY OF LODI

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

HENRY A. CLAVES, Jr.
City Manager

ALICE M. REIMOLD
City Clerk

RONALD M. STEIN
City Attorney

March 15, 1982

Dear Lockeford Street Property Owners & Residents:

SUBJECT: Improvement of Lockeford Street
Ham Lane to California Street

The reconstruction of Lockeford Street is budgeted in this year's Capital Improvement Program and the work is scheduled for this summer.

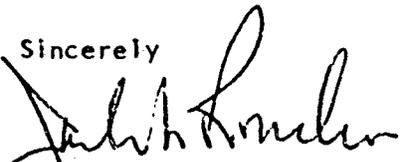
The City Council at their last regular meeting on March 10, 1982, discussed and made the following decisions on the reconstruction of Lockeford Street:

1. No widening of the street would take place with the exception of 160 ft. on south side just west of California Street where the curb will be moved back to the sidewalk.
2. The existing curb and gutter and planter area will remain as it presently exists.
3. The street pavement section will be reconstructed between Ham Lane and California Street.
4. "No Parking" will be established on the north side of the street east and west of Washington School where the narrow street widths exist, and 160 ft. on the south side west of California.

The City Council also asked that we make the property owners and residents aware that the existing curb and gutter parkway and sidewalk is within the City's existing right-of-way. If the street has to be widened in the future by removing the parkway, there will be no need for additional land acquisition from the property owners.

If you have any questions concerning the proposed improvement, please contact Richard Prima, Associate Civil Engineer, by calling 334-5634, Ext. 212.

Sincerely


Jack L. Ronsko
Public Works Director

cc: City Clerk

JLR/eh

March 19-57

Dear Members of the Council:

In behalf of myself and the names enclosed, we are very upset about taking our right away parking on the north side of Lockford St.

We are in agreement that we wish Lockford St to remain as it is with planters & parking on north & south side of street.

We hope that is met with your approval. Please set a time for our hearing.

Thanking you kindly
Mrs Irene Hill

1021 W. Lockford St

Lodi Calif

95240

Phone 3694241

369122

Pat + Linda DeFazio
820 W. Lockeford St.

Clyde + Helen Mc Coskey
300 N. Fairmont Corner of
Lockeford.

Herald + Sheila Webb
1021 W. Lockeford St

Sandra J. Schintz
1120 W. Lockeford St. #4

Russell Horn
1120 W. Lockeford St #4

Del Kroft 1120 W Lockford St

Shirley + Kathryn Bell
231 - No. Orange

Reuben + Ida Kuecht
1015 W. Lockford St

Emma Kelly -

Clifford + Cindy Paser
1203 W. Lockeford St.

Claudia + Shirley Powers
1111 W. Lockeford St

Walter L. Chase
721 W. Lockeford

Walter + Hopper + Pauline
715 W Lockeford St

Frances L. Yates
709 W Lockeford St

618 W Lockeford St
606 - " - Antonio Bledie

Wye Fong, Mary Fong
612 W. Lockeford St.

Sarah Douglas
1101 W Lockeford St

Carol + Cyril Collett
720 W Lockeford St.

Paul + Blanche Prickett 3696987
Roy + Joan Hall
225 N. Crescent St - 333-1162

Harriet Jones 230 N. Fairmont - 334-5132

Jim + Tina Cardwell
900 W Lockford St
Lodi Ca 368-8208

Mr & Mrs S. Fortenberry
230 N. Orange
Lodi 334-3293
& Rockford

Steven Skelton
Robin Skelton
818 W. Lockford St.
Lodi, CA 368-0193

Earl D. Mehring
727 W. Lockford St.
Lodi CA 368-2816

Darrell Clay
727 W. Lockford St.
Lodi CA 368-2816

Mick Santar
714 W Lockford
Lodi Ca 368-1484

Kathryn L. Stoddard
Judith E. Stoddard
651 Carlo Way (Corner Lockford)
& Oakland
Lodi, Ca 334-9107

draw up
CITY COUNCIL

JAMES A. McCARTY, Mayor
ROBERT G. MURPHY, Mayor Pro Tem
RICHARD L. HUGHES
WALTER KATNICH
JAMES W. PINKERTON, Jr.

CITY OF LODI *cc-45(a)*
cc-45(b)

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

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

March 17, 1982

L. E. Sevy, P.E.
Chief, Traffic Branch
Dept. of Transportation
P.O. Box 2048
Stockton, CA

Dear Mr. Sevy:

Enclosed please find executed original and duplicate of cooperative agreement no. 10-708 for the proposed signal modification project at the intersection of West Lane/Hutchins Street and State Route 12 (Kettleman Lane) with certified copy of Resolution No. 82-21 approving the agreement.

Please return a fully executed copy of the subject agreement to this office at your earliest convenience.

Very truly yours,

Alice M. Reimiche
Alice M. Reimiche
City Clerk

AR:dg
Enc.

File copy

RESOLUTION NO. 82-21

RESOLUTION APPROVING COOPERATIVE AGREEMENT
(10-SJ-12-16.9/17.9) BETWEEN THE CITY OF LODI AND THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING THE
MODIFICATION OF THE TRAFFIC SIGNAL AT HUTCHINS STREET
AND KETTLEMAN LANE - 10203-287401

RESOLVED that the City Council of the City of Lodi
does hereby approve the cooperative agreement between the City
of Lodi and the California Department of Transportation
regarding the modification of the traffic signal at Hutchins
Street and Kettleman Lane (Highway 12), a copy of which is
attached hereto, marked Exhibit "A", and thereby made a part
hereof.

BE IT FURTHER RESOLVED that the City Council of the
City of Lodi does hereby authorize the Mayor and City Clerk to
execute the subject agreement on behalf of the City.

Dated: March 10, 1982

I hereby certify that Resolution No. 82-21 was passed
and adopted by the City Council of the City of Lodi in
a regular meeting held March 10, 1982 by the following
vote:

Ayes: Councilmen - Hughes, Pinkerton, and McCarty

Noes: Councilmen - None

Absent: Councilmen - Katnich, Murphy

Alice M. Reimche
ALICE M. REIMCHE
City Clerk

10-SJ-12-16.9
10203 - 287701
Hutchins Street

District Agreement No. 10-708

THIS AGREEMENT, ENTERED INTO ON _____
is between the STATE OF CALIFORNIA, acting by and through its Department of
Transportation, referred to herein as STATE, and

CITY OF LODI
a body politic and a municipal
corporation of the State of
California, referred to herein
as CITY.

RECITALS

(1) STATE AND CITY contemplate installing traffic control signal
system and safety lighting at the intersection of Hutchins Street with State
Highway Route 12, referred to herein as "PROJECT", and desire to specify the
terms and conditions under which such system is to be installed, financed and
maintained.

SECTION I

STATE AGREES:

(1) To provide plans and specifications and all necessary construction engineering services for the PROJECT and to bear STATE'S share of the expense thereof, as shown on Exhibit A, attached and made a part of this agreement.

(2) To construct the PROJECT by contract in accordance with the plans and specifications of STATE.

(3) To pay an amount equal to 50% of construction costs; but in no event shall STATE'S total obligation for construction costs under this agreement exceed the amount of \$60,444; provided that STATE may, at its sole discretion, in writing, authorize a greater amount;

(4) To maintain and operate the entire traffic control signal system and safety lighting as installed and pay an amount equal to 50% of the total costs.

SECTION II

CITY AGREES:

(1) To deposit with STATE prior to award of a construction contract for PROJECT, the amount of \$52,560, which figure represents CITY'S estimated share of the expense of preparation of plans and specifications, construction engineering, utility negotiation and inspection, and construction costs required to complete PROJECT, as shown on Exhibit A. In no event shall CITY'S total obligation for said costs under this agreement exceed the amount of \$60,444; provided that CITY may, at its sole discretion, in writing, authorize a greater amount.

(2) CITY'S share of the construction costs shall be an amount equal to 50% of the actual cost for the entire PROJECT, as determined after completion of work and upon final accounting of costs.

(3) CITY'S share of the expense of preparing plans and specifications, shall be an amount equal to 50% of the actual costs of preparing plans and specifications for the entire PROJECT.

(4) CITY'S share of the expense of construction engineering shall be an amount equal to 50% of the actual costs of construction engineering for the entire PROJECT.

(5) To reimburse STATE for CITY'S proportionate share of the cost of maintenance and operation of said traffic control signal systems and safety lighting, such share to be an amount equal to 50% of the total cost.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

(1) All obligations of STATE under the terms of this agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

(2) STATE shall not award a contract for the work until after receipt of CITY'S deposit required in Section II(1).

(3) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this agreement. It is also agreed that, pursuant to Government Code Section 895.4 CITY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this agreement.

(4) Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY under this agreement. It is also agreed that, pursuant to Government Code Section 895.4 STATE shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY under this agreement.

(5) Should any portion of the PROJECT be financed with Federal funds or State gas tax funds all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

(6) After opening of bids CITY'S estimate of cost will be revised based on actual bid prices. CITY'S required deposit under Section II(1) above will be increased or decreased to match said revised estimate. If deposit increase or decrease is less than \$1,000 no refund or demand for additional deposit will be made until final accounting.

(7) After opening bids for the PROJECT and if bids indicate a cost overrun of no more than 15% of the estimate will occur, STATE may award the contract.

(8) If, upon opening of bids, it is found that a cost overrun exceeding 15% of the estimate will occur, STATE and CITY shall endeavor to agree upon an alternative course of action.

(9) Prior to advertising for bids for the PROJECT, CITY may terminate this agreement in writing, provided that CITY pays STATE for all costs incurred by STATE.

(10) If termination of this agreement is by mutual agreement, STATE will bear 50% and CITY will bear 50% of all costs incurred prior to termination.

(11) Upon completion of all work under this agreement, ownership and title to all materials, equipment and appurtenances installed will be jointly shared in the ratio of 50% STATE and 50% CITY.

(12) If existing public and/or private utilities conflict with the construction of the PROJECT, STATE will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. STATE will inspect the protection, relocation or removal of such utilities. If there are costs of such protection, relocation or removal which the STATE and CITY must legally pay, STATE and CITY will share in the cost of said protection, relocation or removal in the amount of 50% STATE and 50% CITY.

(13) The cost of any engineering or maintenance referred to herein shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures. However, STATE'S share is accounted for in a statewide account and is not shown separately on each project's cost breakdown.

(14) That this agreement shall terminate upon completion and acceptance of PROJECT by STATE and CITY or on June 1, 1984, whichever is earlier in time; however, the ownership and maintenance clauses shall remain in effect until terminated, in writing, by mutual agreement.

STATE OF CALIFORNIA
Department of Transportation

CITY OF LODI

ADRIANA GIANTURCO
Director of Transportation

By _____
Mayor

By _____
District Director

Attest: _____
City Clerk

10-SJ-12-16.9
10203 - 287401
On State Route 12 at
Hutchins Street

District Agreement No. 10-708

EXHIBIT "A"

Distribution of Cost

<u>ITEM OF COST</u>	<u>STATE</u>	<u>CITY</u>	<u>TOTAL ESTIMATED COST</u>
Preparing Plans and Specifications (includes Direct and Indirect Overhead)	\$ 5,950	\$ 5,950	\$11,900
Construction	\$39,500	\$39,500	\$79,000
Construction Engineering (includes Direct and Indirect Overhead)	\$ 7,110	\$ 7,110	\$14,220
TOTALS	\$52,560	\$52,560	\$105,120

Agenda item "i" - "Hutchins Street Alley (between Lee and Hutchins and Walnut and Lodi Avenue) was introduced by City Attorney Stein. City Attorney Stein apprised the Council that in approximately September, 1978, Maurice Ray purchased the lot on the South side of the alley from the Lodi Unified School District and in January 1979, the City Council filed notice of intent to abandon the alley at Mr. Ray's behest. Mr. Ray intended to build an office building on his parcel. In February, 1979, the abandonment was denied by the Council because of Mr. Campbell's objections. In March 1979, Mr. Ray offered to rent a portion of the alley and the Council authorized a quiet title suit to obtain the property on the north side of the alley. Said quiet title action was to be paid for by Mr. Ray. Attached hereto are copies of the Council Minutes of March 21, 1979. Since March of 1979, the City Public Works Department and the City Attorney's office have attempted to work out an agreement between the property owners on the north side of the alley for the deeding of the alley as it was constructed. Unfortunately, the City has reached somewhat of an impasse and at this time is interested in direction from the Council as to the pursuing of the quiet title action.

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