

CITY OF LODI
October 7, 1980

3) Provide the City with a guarantee that if the alley should fail within a 20 year period, that the Catholic Church would be responsible for its replacement to the City Standards at that time.

The Catholic Church has decided to take the third alternate; and an agreement prepared by the City Attorney covering this guarantee was presented for Council's review.

On motion of Councilman Pinkerton, Murphy second, Council directed the City Manager and City Clerk to execute an Agreement between the Catholic Church and the City of Lodi guaranteeing the structural capabilities of the relocated alley on the Saint Anne's School property site. Councilman Katnich abstained from voting on the matter.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

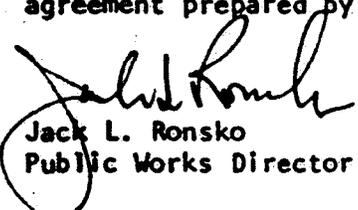
TO: City Council
FROM: City Manager
DATE: October 5, 1981
SUBJECT: Saint Anne's Agreement Guaranteeing Structural Capabilities of their new Alley

RECOMMENDED ACTION: That the City Council direct the City Manager and City Clerk to execute the agreement between the Catholic Church and the City of Lodi guaranteeing the structural capabilities of the relocated alley on the Saint Anne's School property site.

BACKGROUND INFORMATION: In early 1980 the City Council agreed to abandon the existing alley on the Saint Anne's Catholic School site as shown on Exhibit A if certain conditions were fulfilled. One of the conditions of abandonment was that the new alley be constructed in conformance with City Standards. Since the new alley site was part of the existing playground and already paved, the City was requested to waive the reconstruction condition. At that time the City gave the Catholic Church three alternates to consider. They are as follows:

1. Reconstruct the new alley in accordance with City Standards.
2. Retain an independent soil engineering testing laboratory to analyze the existing structural section of the new alley and to show that it has a 20-year life based on its existing surfacing, base and expected loading.
3. Provide the City with a guarantee that if the alley should fail within a 20-year period, that the Catholic Church would be responsible for its replacement to the City Standards at that time.

The Catholic Church has decided to take the third alternate and the attached agreement prepared by the City Attorney covers this guarantee.


Jack L. Ronsko
Public Works Director

Attachments

cc: City Attorney

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 25
day of SEPT, 1981, by and between the City of
Lodi, a municipal corporation of the State of California,
hereinafter referred to as "City"; and Saint Anne Catholic
Church, 215 West Walnut Street, City of Lodi, County of
San Joaquin, State of California, hereinafter referred to
as "Church".

W I T N E S S E T H:

WHEREAS, Church desires the Lodi City Council to
vacate, pursuant to Streets and Highways Code Section 8300
et seq., the alley located within the City of Lodi and
shown on Exhibit "A" attached hereto; and

WHEREAS, as a condition of this vacation, said City
Council required Church to dedicate and construct a new
alley in conformance with City standards as shown on said
Exhibit "A"; and

WHEREAS, Church desired not to construct the new
alley to City standards, but to use the existing parking
lot surfacing; and

WHEREAS, said City Council by the adoption of Resolution No. 80-4 dated January 2, 1980, filed its intention to vacate the existing alley in Exhibit "A"; and

WHEREAS, Church dedicated the new alley in Exhibit "A";

NOW, THEREFORE, the parties hereto agree as follows:

1. City agrees to maintain the new alley in its normal maintenance program.
2. Church agrees to replace any or all of said new alley for a period of 20 years which fails as determined by the Public Works Director or his designee.
3. This Agreement shall be binding on Church, its assignees, or any purchaser of Church property described as being located at 200 North Pleasant Street.
4. The parties hereto agree that this Agreement may be recorded in the County Recorder's office, County of San Joaquin.

IN WITNESS WHEREOF, the parties hereto have
executed this Agreement as of the date and year first
above written..

CITY OF LODI,
a municipal corporation

THE ROMAN CATHOLIC BISHOP
OF STOCKTON, a Corporation Sole

By _____

By *Cornelius P. DeGroot*

Attest:

ALICE M. REIMCHE
City Clerk

