

CITY COUNCIL MEETING  
November 17, 1982

Council was apprised that the City of Lodi entered into an agreement with CAL TRANS in 1979 to acquire the necessary rights of way for the improvement of South Stockton Street. That agreement was to expire December 31, 1982. With delays in Stockton Street preliminary design, EIR, etc. that date will be here before the city can acquire those rights of way. The City Attorney has reviewed the Amendment and approves of the document extending the original agreement for two years until December 1984.

Council adopted the following resolution:

APPROVE AMENDMENT  
TO R/W SERVICES  
AGREEMENT WITH  
CAL TRANS

RES. NO. 82-127

RESOLUTION NO. 82-127

RESOLUTION APPROVING AN AMENDMENT TO THE RIGHT-OF-WAY SERVICES AGREEMENT WITH CAL TRANS FOR THE STOCKTON STREET PROJECT AND AUTHORIZED THE CITY MANAGER AND CITY CLERK TO EXECUTE SAME FOR THE CITY AND AUTHORIZED THE CITY MANAGER AND CITY CLERK TO ACCEPT AND EXECUTE THE RIGHT-OF-WAY AGREEMENTS AS THE PROPERTIES ARE ACQUIRED.

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RESOLUTION NO. 82-127

RESOLUTION APPROVING RIGHT-OF-WAY AMENDMENT  
WITH CAL TRANS - STOCKTON STREET PROJECT

RESOLVED that the City Council of the City of Lodi does hereby approve an amendment to the right-of-way services agreement with Cal Trans for the Stockton Street Project and authorizes the City Manager and the City Clerk to execute same for the City of Lodi.

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager and City Clerk to accept and execute the right-of-way agreements as properties are acquired.

Dated: November 17, 1982

I hereby certify that Resolution No. 82-127 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 17, 1982 by the following vote:

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

Noes: Council Members - None

Absent: Council Members - None

ALICE M. REIMCHE  
City Clerk



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## COUNCIL COMMUNICATION

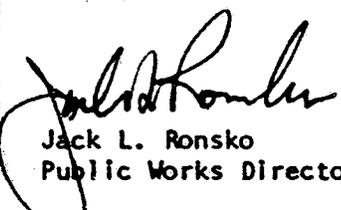
EIF

TO: City Council  
FROM: City Manager  
DATE: November 12, 1982  
SUBJECT: R/W Amendment with CAL TRANS - Stockton Street Project

**RECOMMENDED ACTION:** That the City Council (a) approve an Amendment to the Right-of-Way Services Agreement with CAL TRANS for the Stockton Street project and authorize the City Manager and City Clerk to execute same for the City, and (b) authorize the City Manager and City Clerk to accept and execute the right-of-way agreements as the properties are acquired.

**BACKGROUND INFORMATION:** The City of Lodi entered into an agreement with CAL TRANS in 1979 to acquire the necessary rights of way for the improvement of South Stockton Street. That agreement was to expire December 31, 1982. With the delays in Stockton Street preliminary design, EIR, etc. that date will be here before we can acquire those rights of way. The City Attorney has reviewed the Amendment and approves of the document extending the original agreement for two years until December 1984.

Everything is in order and it is our recommendation that the Amendment be approved and executed. Hopefully, acquisition will start in early 1983.

  
Jack L. Ronsko  
Public Works Director

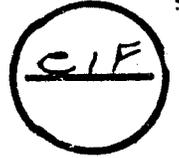
Attachment

JLR/GER/eeh

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.



AMENDMENT TO AGREEMENT NO. 10-660

WHEREAS, the City of Lodi and the State of California acting by and through the Department of Transportation, District 10, have heretofore entered into a Right of Way Services Agreement dated June 19, 1979, which sets forth the covenants and conditions under which STATE is to perform right of way services on behalf of CITY, and

WHEREAS, said agreement was to expire December 31, 1981 and was extended by letter to December 31, 1982, and

WHEREAS, the scope of the project has changed since the execution of the original agreement such that the right of way work has not yet commenced, and

WHEREAS, both parties desire to extend the agreement and modify the provisions to address the present project concept.

NOW, THEREFORE, by reason of the foregoing, the parties hereto agree that this Agreement shall be amended as follows:

SECTION I - STATE AGREES:

Paragraph 1A shall be modified to read:

- A. To review right of way maps and legal descriptions prepared by CITY for sufficiency pursuant to Federal eligibility requirements.

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or upon either party giving ninety (90) days written notice to the other parties, whichever occurs first. If termination occurs prior to completion of services, STATE will provide CITY with the status of all individual parcels. CITY will be liable for any obligations entered into by STATE on behalf of the CITY and any costs authorized by CITY and incurred by STATE up until the time of termination, including costs of termination services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 10-660 to be executed by their respective officers, duly authorized, the provisions of which amendment are effective as of the day, month and year hereinbelow written.

\_\_\_\_\_  
Date

STATE OF CALIFORNIA  
Department of Transportation

CITY OF LODI

By \_\_\_\_\_  
District Director of  
Transportation

By \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form and Procedure:

\_\_\_\_\_  
City Attorney



SECTION II - CITY AGREES:

Paragraph 1 shall be revised to read:

1. Support Costs:

To deposit with STATE within 30 days of receipt of billing therefore an advance deposit in an amount equal to 14% of the estimated reimbursable support costs plus 100% of the overhead assessment computed on the support costs. This figure represents the CITY's share of the estimated cost to STATE for the requested services. STATE shall not commence services until deposit has been received.

Paragraph 2 shall be likewise revised to read:

2. Capital Costs:

To deposit with STATE within 30 days of receipt of billing therefore an advance deposit approved by CITY in an amount equal to 14% of the estimated capital outlay costs. This figure represents the CITY's share of the estimated costs for acquisition of the right of way. The advance deposit will be made prior to the STATE's initiation of negotiations on said project.

Paragraph 8 shall be amended to read:

To furnish STATE with current title reports on properties to be acquired and open an escrow account for each acquisition. CITY will be responsible for all title and escrow fees. CITY or STATE may make payments direct to title company(ies) for these services. CITY may process a progress payment request for reimbursement to cover those title expenses paid direct by CITY.

SECTION III

Paragraph 11 shall be revised to read:

11. That this agreement will terminate December 31, 1984 or upon completion of services referred to herein