



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Measure K Renewal Cooperative Agreement for Acquisition of Right-of-Way for Harney Lane Grade Separation Project and Appropriating Funds (\$1,071,900)
MEETING DATE: March 19, 2014
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Measure K Renewal Cooperative Agreement for Acquisition of Right-of-Way (Agreement) for Harney Lane Grade Separation Project and appropriating funds in the amount of \$1,071,900.

BACKGROUND INFORMATION: The Harney Lane/Union Pacific Railroad (UPRR) Grade Separation is an overpass bridge structure being developed as part of the City's future plan to widen Harney Lane from two lanes to four lanes between the western limits at Lower Sacramento Road to the State Route 99 interchange. The current project development is primarily focused on constructing the overpass grade crossing and on widening Harney Lane to four lanes between Hutchins Street on the west and Stockton Street on the east. The widened portion of Harney Lane will tie into an existing four-lane segment immediately east of the project limits and will transition back to two lanes just west of the intersection with Hutchins Street.

In order to relocate the existing utilities and construct the improvements, acquisition of right-of-way, utility easements, and temporary construction easements is required at this time. The utility relocation work will begin in the summer of this year. Construction of the grade separation project will begin as early as summer of 2015, if funding is authorized.

The legal services of Kronick, Moskovitz, Tiedeman and Girard have been secured by agreement with the City Attorney. The requested appropriation includes up to \$30,000 for legal services leading to Council approval of resolutions of necessity to acquire up to two of the properties.

The Measure K Renewal program will provide \$829,782 toward the total estimated right-of-way, utility easements and temporary construction easements cost of \$1,071,900. Additional funding will be provided in the amount of \$242,118 from City of Lodi Measure K local street repair funds. In order to receive these funds, the City is required to enter into the Agreement that is provided in Attachment A.

The Agreement was approved by the San Joaquin Council of Governments Board of Directors at their February 25, 2014 meeting.

FISCAL IMPACT: None

FUNDING AVAILABLE: Requested Appropriation:
Measure K Renewal Grant (3251) \$829,782
Measure K Local Street Repair (3251) \$242,118

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachment

APPROVED:
Stephen Schwabauer, Interim City Manager

**MEASURE K RENEWAL COOPERATIVE AGREEMENT
FOR THE RIGHT-OF-WAY ACQUISITION OF THE
HARNEY LANE/UNION PACIFIC RAILROAD (UPRR) GRADE SEPARATION PROJECT**

This Cooperative Agreement ("Agreement") is made and entered into _____ by and between the City of Lodi, a municipal corporation of the State of California ("Sponsor") and the SAN JOAQUIN COUNCIL OF GOVERNMENTS, acting as the San Joaquin County Transportation Authority ("Authority").

RECITALS

WHEREAS, Authority and Sponsor desire to enter into a Cooperative Agreement for funding of transportation improvements in San Joaquin County pursuant to the authority provided by San Joaquin County Local Transportation Improvement Plan and Ordinance ("LTIP"), which was approved by the voters of San Joaquin County on November 7, 2006; and

WHEREAS, Sponsor desires to receive funding from the Authority for the particular transportation improvement project work specified herein ("Project"); and

WHEREAS, the Project is eligible as the Right-of-Way Acquisition for the Harney Lane/Union Pacific Railroad (UPRR) Grade Separation Project of the Railroad Crossing Safety category of the LTIP; and

WHEREAS, the Authority is authorized under the LTIP to issue Measure K Renewal funds to Sponsor in the amount of \$829,782 or 79.64% of the total eligible Project costs as estimated by the Sponsor in Exhibit "A" not to exceed the lesser of 829,782; and

WHEREAS, Authority shall issue reimbursement payments as provided in Section 2.1 to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with the previously approved reimbursement requests, exceed the lesser of \$829,782 or 79.64% of the total Project costs as listed in Exhibit "A"; and

WHEREAS, any cost savings which result in less than \$829,782 being spent on Project acquisition will be retained by the Authority and may be re-programmed for other Measure K Renewal eligible projects;

WHEREAS, Sponsor agrees to abide by the terms and conditions of the Authority as set forth herein for the receipt of Measure K Renewal funds; and

WHEREAS, Authority agrees to provide funding for the transportation improvements of the Sponsor's Project according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

AGREEMENT

SECTION I **Covenants of Sponsor**

1.1. **Project Application.** The complete Project description, scope of work, delivery schedule, estimate of cost by activity, anticipated amount and type of funds that will supplement Measure K Renewal funds, and the anticipated timing for release of Measure K Renewal funds **shall** be specified in the application, which is attached as Exhibit "A," and incorporated herein by this reference.

1.2. **Change In Project Scope.** A change in the Project scope as described in Exhibit "A" may not be implemented until it has been approved in writing by the Authority. Changes in scope implemented prior to Authority approval will not be eligible for reimbursement and in no event will a change in scope result in the Authority reimbursing more than \$829,782.

1.3. **Eligible Reimbursement Costs.** Eligible reimbursement costs **shall** be Right-of-Way Acquisition costs as specified in Exhibit "A" or as may be approved from time to time by the Authority pursuant to Section 1.2. In no event shall expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs.

1.4. **Construction and Other Costs.** It is understood that construction, construction administration, and inspection costs are not a part of the eligible reimbursement costs of the Agreement.

1.5. **Measure K Percentage Share Defined.** For this Agreement, the Measure K Renewal percentage share of eligible Project costs shall be 79.64% of the Project costs with the total not to exceed the lesser of \$829,782 or 79.64% of the total costs for Project costs listed in Exhibit "A".

1.6. **Invoices and Progress Reports.** Starting one month after the execution of this Agreement, Sponsor **shall** provide monthly progress reports and **shall** provide invoices monthly for activities conducted over the prior unbilled month. These documents **shall** include the following specified information:

1.6.a. **Copies of Consultant Invoices.** Sponsor **shall** provide the Authority with one (1) copy of all invoices submitted to Sponsor by every consultant, subconsultant, contractor, or subcontractor performing work related to the Project.

1.6.b. **Progress Reports.** The monthly progress reports **shall** include a brief description of the status of the Project including the work completed to date and progress on the public outreach activities. This summary may be included on the invoices submitted to the Authority or be attached to those invoices.

1.7. **Use of Funds.** Sponsor **shall** use Measure K Renewal funds consistent with the Project scope of work described in Exhibit "A" or approved by the Authority pursuant to Section 1.2.

1.8. **Submittal of Documents.** Sponsor **shall** provide copies to the Authority of all executed contracts which relate to the Project scope as described in Exhibit "A" or approved by the Authority pursuant to Section 1.2. Sponsor **shall** retain records pertaining to the Project for a four (4) year period following completion of the Project.

1.9. Completion of Project. Sponsor shall be responsible for the timely completion of the Project and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. Since Sponsor is responsible for the Project management and oversight, any and all costs which exceed the lesser of \$829,782 or 79.64% of the total eligible Project costs, set forth in Exhibit "A" shall be the sole responsibility of Sponsor. This provision shall apply in all instances, including situations where a change in scope has been approved by the Authority pursuant to Section 1.2.

1.9.a. Letter of Completion. Sponsor shall, within 45 days, provide a letter of Project completion which includes final cost, revenues, and schedule of completed and future activities. This letter shall accompany the final invoice for payment from the Sponsor to provide notice of Agreement account closing by Authority.

1.10. Public Outreach. Sponsor shall be responsible for the development and administration of a public outreach effort to ensure public awareness and involvement in the project development and delivery process. Sponsor shall provide a copy of the public outreach plan and all materials documenting the public outreach activities, including public meeting notices, meeting information, and attendance lists, to the Authority. The public outreach plan shall accompany the first invoice for payment from the Sponsor. The materials documenting the public outreach activities shall accompany the final invoice for payment from the Sponsor.

1.11. Cost Savings and Excess Costs.

1.11.a. Cost Savings. After the Project has been accepted by the Authority as complete, any positive difference between the cost, as listed in Exhibit "A" or approved by the Authority pursuant to Section 1.2, and the total amount invoiced to the Authority shall be considered cost savings. 100% of the cost savings will be re-credited to the Measure K Renewal Regional Arterial category for re-programming on other eligible projects.

1.11.b. Excess Costs. In the event the actual Project cost exceeds the estimate shown in Exhibit "A," this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amount identified in Section 1.5.

1.12. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor or sub-contractor and their insureds and sureties suspected of any acts, errors, or omissions committed during business activities that economically damage the project.

SECTION II Covenants of Authority

2.1. Reimbursement Payments. The Authority shall make reimbursement payments to Sponsor for eligible Project costs as specified in Exhibit "A". To receive monthly reimbursement payments for work completed on the Project, Sponsor shall comply with the following reimbursement procedures:

2.1.a. Deadline to Submit Reimbursement Requests. All invoices and progress reports shall be submitted to Authority on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Authority shall issue reimbursement payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.b. Late Submittals. If Sponsor fails to submit documents to Authority as set forth in Section 2.1.a, above, then Authority may provide reimbursement payments for late submittals in the following calendar month.

2.1.c. Ineligible Costs. The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.d. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to 79.64% of eligible expenditures for each invoice submitted to the Authority as specified in Exhibit "A". The total reimbursement percentage share for this Agreement is the lesser of \$829,782 or 79.64% of the Right-of-Way Acquisition costs.

2.1.e. Suspension of Reimbursement. If the Authority determines that any costs in an invoice are not allowable, the Authority shall return the invoice to Sponsor, with an invoice dispute notice outlining the reason for the return and the proposed remedy, if one exists, which would make the invoice acceptable for payment. Sponsor may re-submit the invoice for payment after reviewing the invoice dispute notice and making any necessary corrections. Sponsor may also immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth in this Section 2.1.

2.1.e. (1) Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between the Authority and the Sponsor staff to discuss and attempt to resolve the dispute. If the invoice was received on or before 5:00 p.m. on the 10th day of the month, the meeting shall be held no later than the 20th day of the same month. If the invoice was received after this date and time, then the meeting shall be held no later than the 20th day of the following month.

2.1.e. (2) Technical Advisory Committee. If an agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's Technical Advisory Committee, with the understanding that by doing so the reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.e. (3) Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Technical Advisory Committee then the dispute shall be submitted to the Authority's Board for resolution. If the Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost.

2.1.e. (4) Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

2.1.f. Acceptance of Work Does Not Result In Waiver. Reimbursement payments do not result in a waiver of the right of the Authority to require fulfillment of all terms of this Agreement.

2.2 Reimbursement of Construction and Other Costs. A separate agreement shall be entered into to obtain reimbursement for construction, contract administration, and inspection costs for the Project.

2.3. Right to Conduct Audit. The Authority shall have the right to conduct an audit of all Sponsor's records pertaining to the Agreement at any time during the four (4) year period after completion of the Agreement.

SECTION III Mutual Covenants

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.15.

3.2. Discharge. This Agreement shall be subject to discharge as follows:

3.2.a. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the parties.

3.2.b. Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.14, this Agreement shall be discharged, and the parties shall have no further obligation to each other, upon completion of the Project as certified by the Authority.

3.3. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Sponsor:

3.3.a. Sponsor shall fully defend, indemnify and hold harmless Authority, and any officer or employee of Authority, against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold the Authority 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 Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor under this Agreement.

3.3.b. Authority shall fully defend, indemnify and hold harmless Sponsor, and any officer or employee of Sponsor, against any damage or liability occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated to Authority under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold the Sponsor 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 Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4. Liability. As Authority is not the primary or responsible agency for carrying out the Project herein identified, the Authority is not liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of the acts or omissions of Sponsor or its agents, contractors, consultants, engineers, or representatives. Nor shall the Authority be liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of Authority's provision of funds which may be utilized in, but not limited to the acquisition of, the design, implementation, or construction of the project herein described.

3.5. Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TO AUTHORITY:

Andrew T. Chesley
Executive Director
San Joaquin County
Transportation Authority
555 E. Weber Avenue
Stockton, California 95202

TO SPONSOR:

F. Wally Sandelin
Director
City of Lodi
Public Works Department
City Hall, 221 West Pine Street
Lodi, CA 95240

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.5. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.6. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.7. Integration. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.8. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.9. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and the Authority is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of the Authority and none of the Authority's agents or employees shall be agents or employees of Sponsor.

3.10. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

3.11. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Authority or as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.12. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

3.13. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.

3.14. Survival. The following provisions in this Agreement shall survive discharge:

3.14.a. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.7 (obligation to apply funds to Project), Section 1.8 (obligation to provide copies and retain records), Section 1.9 (obligation to continue to manage Project).

3.14.b. Authority. As to Authority, the following section shall survive discharge: Section 2.3 (right to conduct audit).

3.14.c. Both Parties. As to both parties, the following section shall survive discharge: Section 3.3. (mutual indemnities).

3.15. Limitation. All obligations of Authority under the terms of this Agreement are expressly contingent upon the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure K and Measure K Renewal. If for any reason the Authority's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the Authority's ability to fund the project, the Authority shall promptly notify Sponsor, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this project or any other project or projects of Sponsor, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement.

3.16. Attorneys' Fees. Should any litigation commence between the parties concerning the rights and duties of any party pursuant to, related to, or arising from, this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs of such litigation, or in a separate action brought for that purpose.

3.17. Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.18. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.19. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

3.20. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.21. No Continuing Waiver. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.22. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

3.23. Signator's Warranty. Each party warrants to each other that he or she is fully

authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

CITY OF LODI

SJCOG, Acting as the SAN JOAQUIN COUNTY
TRANSPORTATION AUTHORITY:

By: _____
D. STEPHEN SCHWABAUER
Interim City Manager

By: _____
JEFF LAUGERO
Chair of the Board

ATTEST:

ATTEST:

By: _____
RANDI JOHL-OLSON
City Clerk

By: _____
ANDREW T. CHESLEY
Executive Director

APPROVED AS TO FORM:

By: _____
STEVE DIAL
Deputy Executive Director/Chief Financial Officer

By: _____
JANICE D. MAGDICH
Interim City Attorney 

Exhibit "A"

MEASURE K RENEWAL DELIVERY PLAN APPLICATION FOR MEASURE K FUNDING HARNEY LANE/UNION PACIFIC RAILROAD (UPRR) GRADE SEPARATION PROJECT RIGHT-OF-WAY ACQUISITION

This application is a request for reimbursement of right-of-way acquisition costs for the Harney Lane/UPRR Grade Separation Project.

1. Project Name, Location:

Harney Lane Grade Separation at the Union Pacific Railroad (UPRR), Approximately $\frac{3}{4}$ mile west of State Route 99 in Lodi, CA.

(See Attached Project Vicinity Map)

2. Project Sponsor:

City of Lodi

3. Contact Person, Phone No.:

Wally Sandelin, Public Works Director
Phone Number: (209) 333-6709

4. Project Scope of Work:

Construct the Harney Lane/Union Pacific Railroad Grade Separation and widen Harney Lane from two lanes to four lanes between Hutchins Street on west and Stockton Street on the east.

Construct a new overpass for Harney Lane over the UPRR tracks.

Widen Harney Lane from the existing two to four lanes within the project limits. The widened portion of Harney Lane will tie into an existing four lane segment immediately east of the project limits and will transition back to two lanes just west of the intersection with Hutchins Street.

Existing traffic signals at the intersections of Harney Lane/Hutchins Street and Harney Lane/Stockton Street will be modified.

Construct a new paved access road along the east boundary of a vacant 5.5 acre industrial parcel on the north side of Harney Lane between the UPRR track and the Valley Iron Works property.

Construct a new access driveway off of Harney Lane for the existing cherry orchard operations on the Costa property opposite Banyan Drive.

Funds requested for this cooperative agreement are for right-of-way acquisition.

5. Expected Timing for Delivery of Project:

	<u>Start Date</u>	<u>Completion Date</u>
Preliminary Design/Engineering	June 2010	June 2012
Environmental	July 2011	December 2013
Surveying/Mapping	June 2011	June 2014
Right of Way Study	June 2012	January 2014
Right of Way Acquisition	March 2014	September 2014
Construction	July 2015	December 2017

6. Estimated Project Cost:

Right of Way Acquisition	\$1,041,900
TOTAL:	\$1,041,900
Cost eligible for Measure K in this contract	\$829,782

7. Expected Timing for Release of Measure K Funds by Quarter:

	<u>FY 2013/14</u>	<u>FY 2014/15</u>
April-June		\$829,782
July-September		
October-December		
January-March		
TOTAL		\$829,782

8. Source(s) and Amount of Funds for Project:

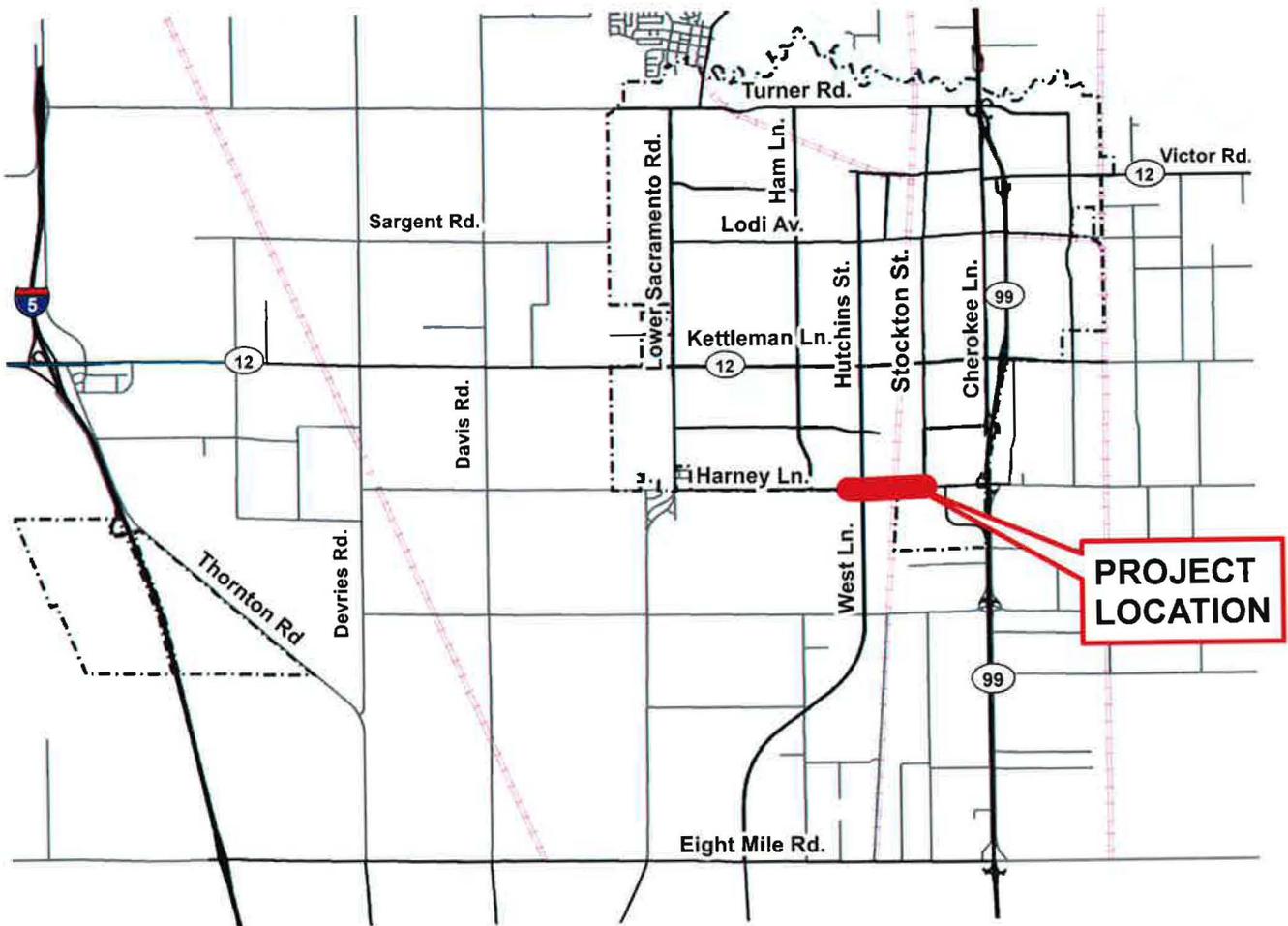
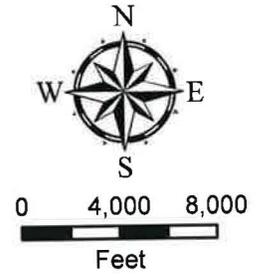
<u>Source</u>	<u>Amount</u>	<u>Percentage</u>
Measure K	\$829,782	79.64%
Local Funds	\$212,118	20.36%
TOTAL	\$1,041,900	100.00%

9. Project Vicinity Map (see attached):

HARNEY LANE / UPRR GRADE SEPARATION



VICINITY MAP



1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	3/3/2014
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	325		3205	Fund Balance	\$ 242,118.00
	325		5037	Measure K Grant	\$ 829,782.00
B. USE OF FINANCING	325	325082	7720	Harney Lane Grade Separation	\$ 1,071,900.00

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.

Acquisition of Right-of-Way for Harney Lane Grade Separation project.

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

Meeting Date: 10/5/2011 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: *Cheryl* for PWS

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. 2014-37

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
THE MEASURE K RENEWAL COOPERATIVE
AGREEMENT FOR ACQUISITION OF RIGHT-OF-WAY
FOR THE HARNEY LANE GRADE SEPARATION
PROJECT AND FURTHER APPROPRIATING FUNDS

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WHEREAS, the Harney Lane/Union Pacific Railroad (UPRR) Grade Separation is an overpass bridge structure being developed as part of the City's future plan to widen Harney Lane from two lanes to four lanes between the western limits at Lower Sacramento Road to the State Route 99 interchange; and

WHEREAS, in order to relocate the existing utilities and construct the improvements, acquisition of right-of-way, utility easements, and temporary construction easements is required at this time; and

WHEREAS, the Measure K Renewal program will provide \$829,782 toward the total estimated right-of-way, utility easements, and temporary construction easements cost of \$1,071,900. Additional funding will be provided in the amount of \$242,118 from City of Lodi Measure K Renewal local street repair funds.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Measure K Renewal Cooperative Agreement for acquisition of right-of-way for the Harney Lane Grade Separation Project; and

BE IT FURTHER RESOLVED that funds in the amount of \$1,071,900 be appropriated from the Measure K Renewal Grant and Measure K Local Street Repair accounts.

Dated: March 19, 2014

=====

I hereby certify that Resolution No. 2014-37 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 19, 2014, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON
City Clerk