

RESOLUTION NO. 94-62

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A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE AGREEMENT WITH LODI UNIFIED SCHOOL DISTRICT,  
CERTIFYING NEGATIVE DECLARATION, AND AWARDING CONTRACT  
FOR WELL DRILLING, WELL 25, 1014 HOLLY DRIVE

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WHEREAS, BE IT RESOLVED, that the Agreement with Lodi Unified School District for the dedication of a water well site at Washington School, Well 25, 1014 Holly Drive, in the form attached hereto, is approved, and the City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Lodi; and

FURTHER RESOLVED, that the City Council hereby certifies the filing of a negative declaration by the Community Development Director as adequate environmental documentation on this project.

BE IT FURTHER RESOLVED, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 18, 1994 at 11:00 a.m. for the bid for Well Drilling at Well 25, 1014 Holly Drive; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder</u>	<u>Location</u>	<u>BID</u>
Engineer's Estimate		\$78,600
Calwater Drilling Co.	Turlock	\$67,680
Zim Industries	Fresno	\$70,389
Clark Well Inc.	Stockton	\$80,188
Layne Western Co.	Woodland	\$93,956

WHEREAS, the City Manager recommends that award of the bid for Well Drilling at Well 25, 1014 Holly Drive, be made to the low bidder, Calwater Drilling Co.; and

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that award of bid for Well Drilling at Well 25, 1014 Holly Drive be and the same is hereby awarded to Calwater Drilling, the low bidder, in the amount of \$67,680.00.

Dated: June 1, 1994

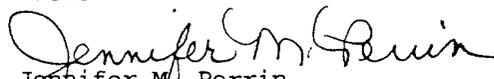
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I hereby certify that Resolution No. 94-62 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 1, 1994 by the following vote:

Ayes: Council Members - Davenport, Mann, Pennino, Snider  
and Sieglock (Mayor)

Noes: Council Members - None

Absent: Council Members - None

  
Jennifer M. Perrin  
City Clerk

AGPEEMENT  
FOR  
DEDICATION OF WATER WELL AND  
PROVISION OF PLAYGROUND EQUIPMENT

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THIS AGREEMENT, entered into this 5th day of May, 1994, by and between the CITY OF LODI, a municipal corporation ("City"), and LODI UNIFIED SCHOOL DISTRICT OF SAN JOAQUIN COUNTY ("District").

W I T N E S S E T H:

WHEREAS, District and City have a mutual interest in the provision of adequate and attractive public facilities for education and recreation for the residents of Lodi and its environs; and

WHEREAS, District and City have a mutual interest in the provision of water that is adequate in both quantity and quality; and

WHEREAS, District holds certain property on the site of Washington School which is suitable for use as a water well; and

WHEREAS, District is in need of new and additional playground equipment and site improvements at the Washington School; and

WHEREAS, District and City desire to undertake for the benefit of the residents of Lodi and the students of the District this agreement wherein District will dedicate land to City for use as a water well and City will provide playground equipment and site improvements at Washington School;

NOW, THEREFORE, BE IT AGREED between District and City as follows:

I. DEDICATION OF WATER WELL

District holds certain property suitable for use as a water well which is located on the grounds of Washington School.

District agrees to dedicate to City a parcel of land for use as a water well, such parcel being described as follows:

The True Point of Beginning lying on the south line of Holly Drive and being the northeast corner of Lot 14 of Bel-Air Estates, as filed for record on July 12, 1954 in Volume 14 of Maps and Plats, Page 21, San Joaquin County Records:

Thence S67° 18' 00" E, 80.0 feet, along said south line of Holly Drive;

Thence S22° 42' 00" W. 80.0 feet;

Thence parallel with said south line of Holly Drive, N67° 18' 00"W, 70.44 feet to the east line of Lot 15 of said subdivision:

Thence N 00° 53' 30" W. 23.89 feet to the southeast corner of Lot 14;

Thence N22° 42' 00" E. 58.11 feet to the True Point of Beginning.

(See Exhibit A)

District understands that City will perform, or cause to be performed, drilling, construction and maintenance activity on the above described parcel of land reasonably necessary to the use of such parcel as a fully functioning water well and that ingress and egress to the parcel by City shall not be restricted.

During the period of actual construction and initial drilling of the well the City will be allowed to use an area extending approximately 20 feet in all directions surrounding the above described parcel as a construction easement. This construction easement will be used for storage of material and equipment and for the purpose of providing adequate space for the actual construction and drilling activity. Such construction easement is temporary and will expire upon completion of the drilling and construction necessary to make the well fully operational.

District understands that City has planned to drill and make operational the above mentioned well during the summer of 1994 and

District agrees to take all reasonable steps to insure that City will not be delayed in this endeavor.

II. PROVISION OF PLAYGROUND EQUIPMENT

City agrees to prepare plans and specifications, handle all bidding and to provide funding for approximately \$25,000.00 worth of playground equipment and site improvements at Washington School more specifically described as follows:

- Purchase and installation of playground equipment;
- Purchase and installation of playground surfacing material meeting ADA requirements (probably wood chips);
- Construction of a concrete curb around the playground area and a handicap ramp;
- Demolition of the existing curbing and removal of existing sand/dirt;
- Securing the area during construction.
- Require contractor to name both City and District as additional insureds on Certificate of Insurance.

City and District agree that District will be responsible for financing and performing all of the following in relation to this project:

- Removal and/or disposal of any trees;
- Removal and/or disposal of any existing playground equipment;
- Removal and replacement of any existing fencing;
- Capping and reinstallation of the existing irrigation lines and any installation of new irrigation lines.

City understands that District anticipates the above-mentioned playground equipment and site improvements will be completed during the spring or summer of 1994. City agrees to take reasonable steps to insure that the above-mentioned playground equipment and site improvements are completed at or near the time anticipated by District for their completion.

III. HOLD HARMLESS.

City and District hereby mutually agree to hold harmless and indemnify the other in proportion to and to the extent that claims or losses to one are attributable to the negligent acts or omissions of the other. Such indemnity shall include attorney's fees.

The prevailing party in any dispute arising under this agreement shall be entitled to reasonable attorney's fees incurred in the litigation or adjudication of such disputes.

IV. BINDING ON SUCCESSORS

City and District agree that this agreement shall be binding on the successors and assigns of the parties hereto.

V. ENTIRE AGREEMENT

City and District agree that this written agreement contains the entire agreement between the parties and any previous or contemporaneous oral understandings, terms or conditions that are in conflict with this writing are hereby superseded.

Any subsequent modifications of this agreement must be in writing and signed by both parties. Any subsequent modifications of this agreement not in writing and signed by both parties shall be void.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

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CITY OF LODI,  
a municipal corporation

LODI UNIFIED SCHOOL DISTRICT  
of San Joaquin County

Thomas A. Peterson  
THOMAS A. PETERSON  
City Manager

BY David Schlueter  
Construction Project Manager  
David Schlueter

ATTEST:

ATTEST:

Jennifer M. Perrin  
JENNIFER M. PERRIN  
City Clerk

Norman G. Mowery  
CLERK OF THE BOARD OF TRUSTEES  
OF SAID DISTRICT

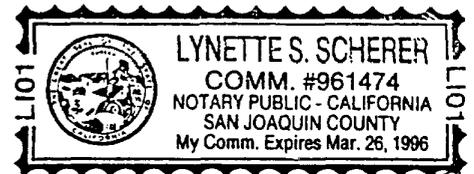
Approved As To Form:

State of California )  
County of San Joaquin )

On May 4, 1994 before me, Lynette S. Scherer, Notary Public, personally appeared Norman G. Mowery personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Lynette S. Scherer  
Lynette S. Scherer, Notary Public

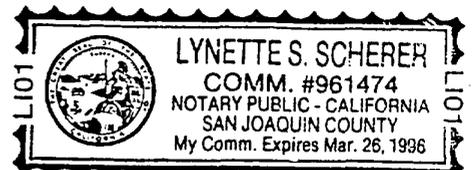


State of California )  
County of San Joaquin )

On May 6, 1994 before me, Lynette S. Scherer, Notary Public, personally appeared David Schlueter personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynette S. Scherer  
Lynette S. Scherer, Notary Public



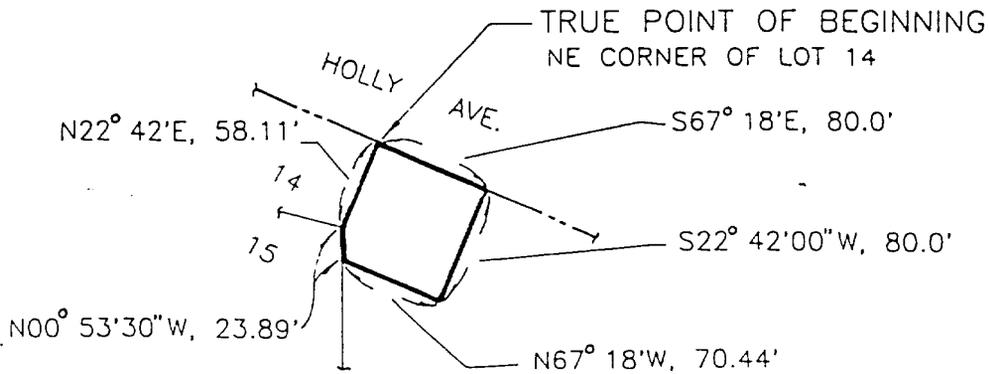
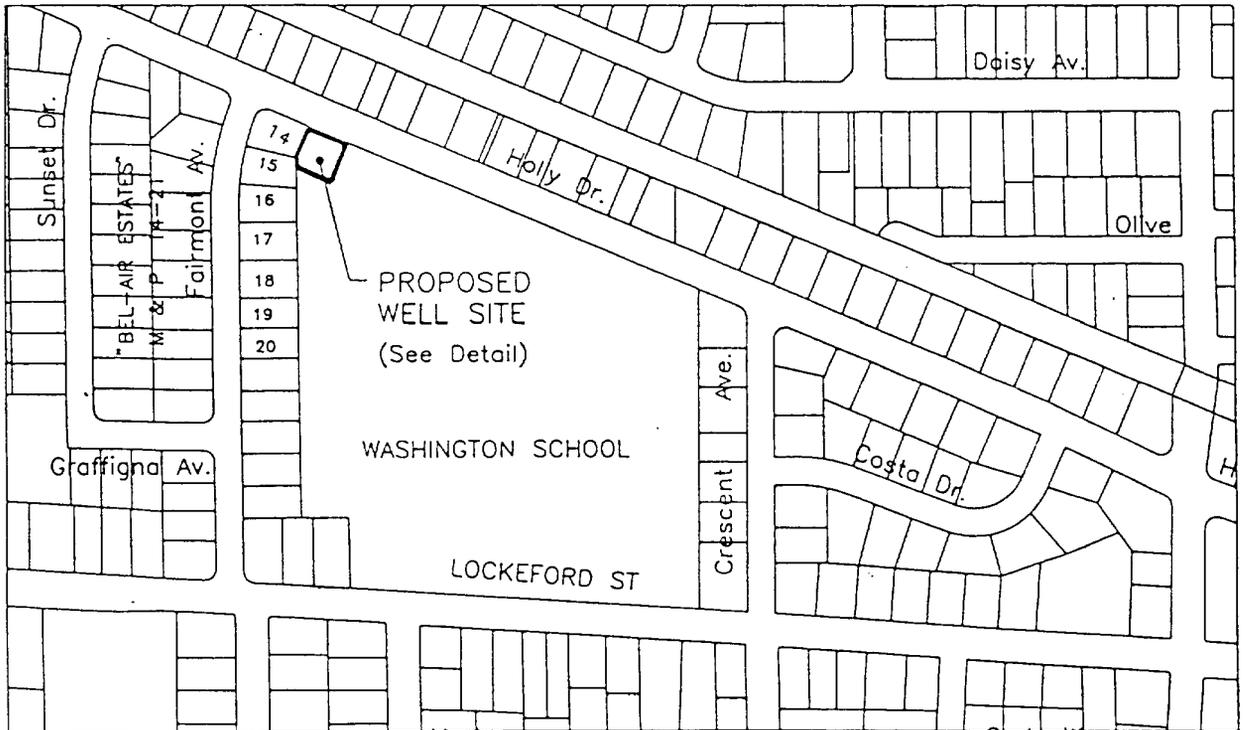


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

# GRANT DEED

815 West Lockeford Street



DETAIL

N.T.S.

N.T.S.