

OFFICIAL BUSINESS  
Document entitled to free recording  
Government Code Section 6103

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
TO:

City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-19910

Attn: City Clerk

---

APNs 031-040-50, 058-030-10 and 285 feet north of South Hutchins Street and East Harney Lane (SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF LODI  
AND ROGERS MEDIA COMPANY, INC.  
FOR THREE PROGRAMMABLE ELECTRONIC SIGNS**

## DEVELOPMENT AGREEMENT FOR TWO PROGRAMMABLE ELECTRONIC SIGNS

This Development Agreement for three Programmable Electronic Signs ("Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_ 2026 ("Effective Date"), by and between the CITY OF LODI, a municipal corporation ("Landowner") and ROGERS MEDIA COMPANY, INC., a California corporation ("Contractor"). Landowner and Contractor are hereinafter collectively referred to as the "Parties" and singularly as "Party."

### **AGREEMENT**

In consideration of the terms hereinafter set forth, the Parties mutually agree as follows:

1. **Property.** The Landowner holds a legal or equitable interest in certain real properties located within the right-of-way of South Hutchins Street approximately 285 feet north of the South Hutchins Street/East Harney Lane intersection (No APN), 1345 West Kettleman Lane (APN 031-040-50) and 2800 West Kettleman Lane (APN 058-030-010) in the City of Lodi, County of San Joaquin ("Properties"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement. Contractor has a leasehold or other legal or equitable interest in the Properties.

2. **Sign Ordinance Compliance.** Landowner and Contractor have taken all actions mandated by, and fulfilled all requirements set forth in Lodi Municipal Code ("LMC") Section 17.34.070(H) "Electronic Message Signs on City Property" for the consideration and approval of this Agreement.

2.1 **Council Approval.** On \_\_\_\_\_, 2026, the Lodi City Council held a hearing to consider this Agreement, and having held a properly noticed public hearing hereon, the City Council found that this Agreement, and the incorporated Project Design Standards, meet the requirements of LMC Section 17.34.070(H) and voted to approve the Agreement.

2.2 **Project Design Standards Approval.** The City's Site Plan and Architectural Review Committee ("SPARC") will review and approve Contractor's proposed Programmable Electronic Signs. The Project Design Standards include maximum height and size standards for the Programmable Electronic Signs. The Programmable Electronic Signs, referred to herein as the "Project," shall be installed on the Properties in accordance with the SPARC approved Project Design Standards.

2.3 **Use Permit Approval.** The City's Planning Commission will review and approve the Contractor's proposed use consisting of the Project with a Use Permit. The Project shall be installed in compliance with the conditions listed in the Use Permit Resolution.

3. **Effective Date and Term.** Upon full execution of this Agreement by both Parties, the term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for five (5) consecutive years. At its option, Landowner may extend the terms of this Agreement for an additional two (2) five (5)-year extensions; provided, Landowner gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event Landowner exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

4. **Permitted Uses.** The terms of this Agreement shall permit the Contractor to construct, operate, service, repair, and maintain the Project, which shall be designed and constructed in accordance with the Project Design Standards, to be approved by SPARC.

5. **On-Site and Off-Site Electronic Messages and Advertising.** This Agreement allows the Project to display electronic messages and advertising for on-site and off-site uses. If the Contractor does achieve all required approvals to perform off-site advertising, Contactor and Landowner shall negotiate the percentage of net proceeds that shall be paid to the Landowner and the record retention requirements to support the percentage calculation, prior to the Project performing any off-site advertising.

6. **Dimmers.** An automatic dimming system shall be installed to reduce the intensity of the light emitting from the Project during operations between sunset and sunrise. Maximum lighting levels shall be:

Daytime (Sunrise to Sunset): 7500 lumens per square meter

Nighttime (Sunset to Sunrise): 500 lumens per square meter

7. **Maintenance of the Property and Project.** Contractor shall maintain the Project in good condition without damage, graffiti, or distracting electronic errors or other malfunctions. Further, Landowner shall keep the Property free of noxious weeds, grasses, debris, and rodents.

Contractor shall repair the electronic message display and perform maintenance on the Property within thirty (30) calendar days of receiving notice from the Landowner or any issues (inoperative or improperly operating display, etc.) regarding the required maintenance of the Project or Property to comply with this Section.

8. **Removal of Sign.** If at any point Landowner chooses to discontinue use of or abandon the Project, Landowner shall notify the Contractor of such intent and of the day on which use of the Project is to be discontinued.

Contractor shall remove all Project components and return the Property to clean and tidy condition. Completion of the Project component removal shall occur within sixty (60) days of the date on which use of the Project is discontinued. Failure to remove the Project components in a timely manner may result in fines in the amount of \$1,000 per calendar day.

Upon completed removal of the Project, the Landowner shall confirm all obligations have been satisfied. If Landowner confirms that the Project has been completely removed, Property condition is restored, and that the Contractor owes no further obligations, Landowner shall record a notice of termination of this Agreement with the San Joaquin County Recorder.'

9. **Public Benefits - Public Service Message Display.** As further consideration for the Landowner entering this Agreement, the Landowner shall receive the public benefit of placing civic public service messages (hereinafter "Public Service Messages") on the Project. The term Public Service Message shall expressly exclude any message advertising any business, Landowner or event where such message would have a direct and tangible economic benefit to a private, for-profit Landowner. Landowner shall be entitled to post up to one eight (8) second Public Service Message per minute on the Project on a continuous basis. Notwithstanding the foregoing, should Landowner not utilize its allotment of display time, Contractor shall be entitled to use that time for other its advertising purposes. For all Public Service Messages, Landowner shall be responsible for providing Contractor with the advertising copy and artwork. Contractor shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message, and shall display the Public Service Message no more than 48 hours after

receipt and approval of advertising copy. Contractor's obligation to provide and display Public Service Messages shall continue with this Agreement.

**10. Display Limitation.** Contractor voluntarily covenants and agrees for itself, its successors and assigns that any advertising displayed on the Project shall not contain text the subject of which is political, religious, or sexual in nature, or which promotes any product or activity which is prohibited by the laws of the United States, the State of California, or the City of Lodi. For the purposes of this Agreement, text will be deemed (a) "political" if the text espouses any position associated with or having to do with activities or affairs of a government (local, state or federal), politician, or political party; or (b) "religious" if the text espouses any position on any integrated belief system; or (c) "sexual" if the text or pictures advertise, promote or otherwise exhibits anything (i) pertaining to, affecting or characteristic of sex, the sexes, sex organs, or their functions, or (ii) implying or symbolizing erotic desires or sexual activity.

Further, Landowner voluntarily covenants and agrees for itself, its successors and assigns that any advertising displayed on Project shall not contain any advertising for alcohol or tobacco products of any type, gambling, or gambling services. Notwithstanding the foregoing, gambling establishments may advertise non-gaming/gambling services. Landowner further reserves the right to object to any other advertising that may be considered detrimental to the image of the Landowner. In such cases only, Landowner shall inform Contractor in writing of the offensive advertising and request that it be removed. Contractor shall endeavor to cooperate with the Landowner in assuring the removal of such advertising when such removal does not breach any existing contract or lease agreement held by Contractor.

**11. Amendment or Cancellation.** This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of state law and the Lodi Municipal Code ("LMC"). Except as otherwise permitted herein, this Agreement may be cancelled in whole or in part only by the mutual consent of the Parties and, their successors in interest, in accordance with the provisions of the LMC. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by Landowner.

**12. Annual Review.** This Agreement shall be reviewed annually by City staff to ensure continued conformance with LMC section 17.34.070(H).

**13. Default.** Subject to any applicable extension of time, failure by any Party to substantially perform any term or provision of this Agreement required to be performed by such Party shall constitute a material event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of an Event of Default unless such Complaining Party first gives notice to the Party in Default and the Party in Default fails to cure such Event of Default within thirty (30) days of the Complaining Party giving notice.

In the event that the Contractor fails to cure or correct any Default, the Landowner may (i) terminate this Agreement, (ii) institute an action at law or equity against the Contractor to seek specific performance of the terms of this Agreement, or to cure, correct, or remedy any Default, to recover damages for any Default, to recover the specified amounts due for failure to comply with the terms of this Agreement, or to obtain any other remedy consistent with the purpose of this Agreement.

14. **Attorneys' Fees.** In the event of litigation or any other legal dispute between the Parties arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, including attorneys' fees on appeal, and all other reasonable costs and expenses for investigation of such action, including the conducting of discovery, in addition to whatever other relief to which it may be entitled.

15. **Time of the Essence.** Time is of the essence of each and every provision of this Agreement.

16. **Entire Agreement.** This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the Agreement.

17. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

18. **Relationship of Landowner and Contractor.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by Landowner and Contractor, and that Contractor is not an agent of Landowner. Landowner and Contractor hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making Landowner and Contractor joint ventures or partners.

19. **Severability.** Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to any person, entity or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

20. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

21. **Transfers and Assignments.** From and after recordation of this Agreement against the Properties, Landowner shall have the full right to assign this Agreement as to the Properties, or any portion thereof, in connection with any sale, transfer, or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Properties so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

22. **Bankruptcy.** The obligations of this Agreement shall not be dischargeable in Bankruptcy.

23. **Conflicting Use of Facilities.** Should Landowner develop nearby or adjacent property, vacant or otherwise, and Landowner at its sole discretion determines Project will interfere with future development, including but not limited to design, construction, safety, reliability, operation, maintenance and/or access, Contractor shall remove Project in its entirety with 60 days written notice from Landowner and restore applicable Project site to its original condition or better. Should Contractor fail to remove Project, Landowner will remove and dispose of Project and Contractor will be billed for all costs associated with Project removal.

24. **Indemnification.** Contractor agrees to defend and hold harmless the City of Lodi, its elected and appointed commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs), and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Contractor, or any actions or inactions of Contractor's subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, or related to this Agreement. The obligations owed under this section shall survive any cancellation or termination of this Agreement.

25. **Third-Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of Landowner and Contractor and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

26. **Notices.** All notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested.

Notice required to be given to City shall be addressed as follows:

CITY OF LODI  
ATTN: City Manager  
P.O. Box 3006  
Lodi, CA 95241-1910

Notice required to be given to Contractor shall be addressed as follows:

Rogers Media Company  
ATTN: Matthew Rogers  
P.O. Box 97  
Sausalito, CA 94965

27. **Form of Agreement: Recordation of Exhibits.** Landowner shall cause this Agreement, any amendment hereto, to be recorded with the San Joaquin County Recorder within ten (10) days of the Effective Date thereof. This Agreement is executed in two duplicate originals, each of which is deemed to be an original.

28. **Further Assurances.** The Parties agree to execute such additional instruments and to take such actions as may be necessary to effectuate the intent of this Agreement.

*[Signatures appear on the next page.]*

IN WITNESS WHEREOF, the City of Lodi, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk, approved by the City Council of the City of Lodi on the \_\_\_\_ day of \_\_\_\_\_ 2026, and Contractor has caused this Agreement to be executed.

City:  
CITY OF LODI  
a municipal corporation

Contractor:  
ROGERS MEDIA COMPANY INC.,  
A California corporation

By: \_\_\_\_\_  
Aaron Busch  
Interim City Manager

By: \_\_\_\_\_  
Michael Georguson  
President

ATTEST:

\_\_\_\_\_  
Olivia Nashed, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Katie Lucchesi (Mar 19, 2026 12:12:44 PDT)

Katie O. Lucchesi, City Attorney





# 4b-5. DA2024-001 Attachment B - Development Agreement

Final Audit Report

2026-03-19

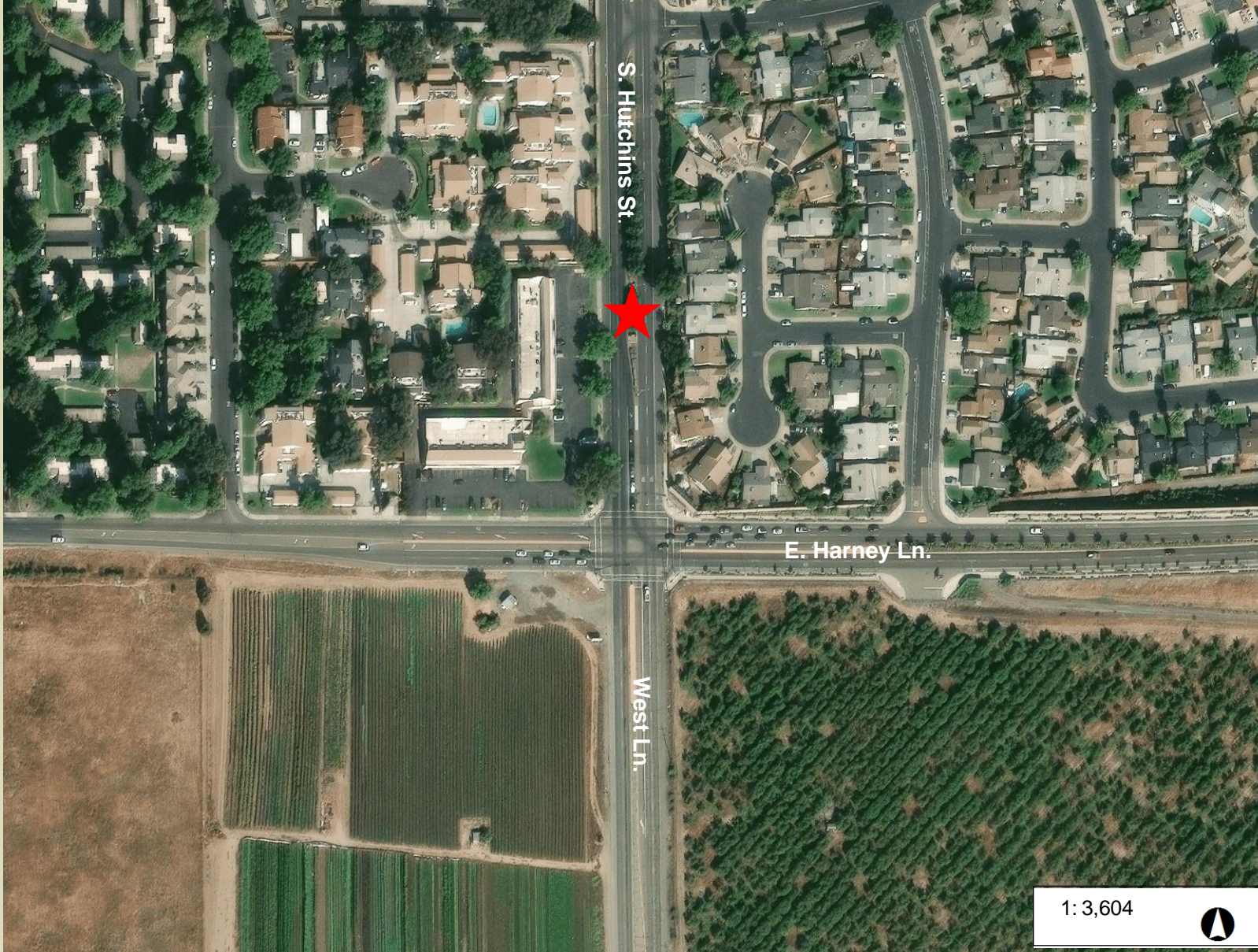
Created:	2026-03-19
By:	Jessica Pagan (jpagan@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6wC6sCGJtMWPkguq0QO2Wz-6E714wQvd

## "4b-5. DA2024-001 Attachment B - Development Agreement" History

-  Document created by Jessica Pagan (jpagan@lodi.gov)  
2026-03-19 - 5:42:08 PM GMT
-  Document emailed to Katie Lucchesi (klucchesi@lodi.gov) for signature  
2026-03-19 - 6:00:43 PM GMT
-  Email viewed by Katie Lucchesi (klucchesi@lodi.gov)  
2026-03-19 - 7:12:30 PM GMT
-  Document e-signed by Katie Lucchesi (klucchesi@lodi.gov)  
Signature Date: 2026-03-19 - 7:12:44 PM GMT - Time Source: server
-  Agreement completed.  
2026-03-19 - 7:12:44 PM GMT



# Proposed Sign North Of South Hutchins/East Harney



### Legend

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

1: 3,604



601 0 300 601 Feet

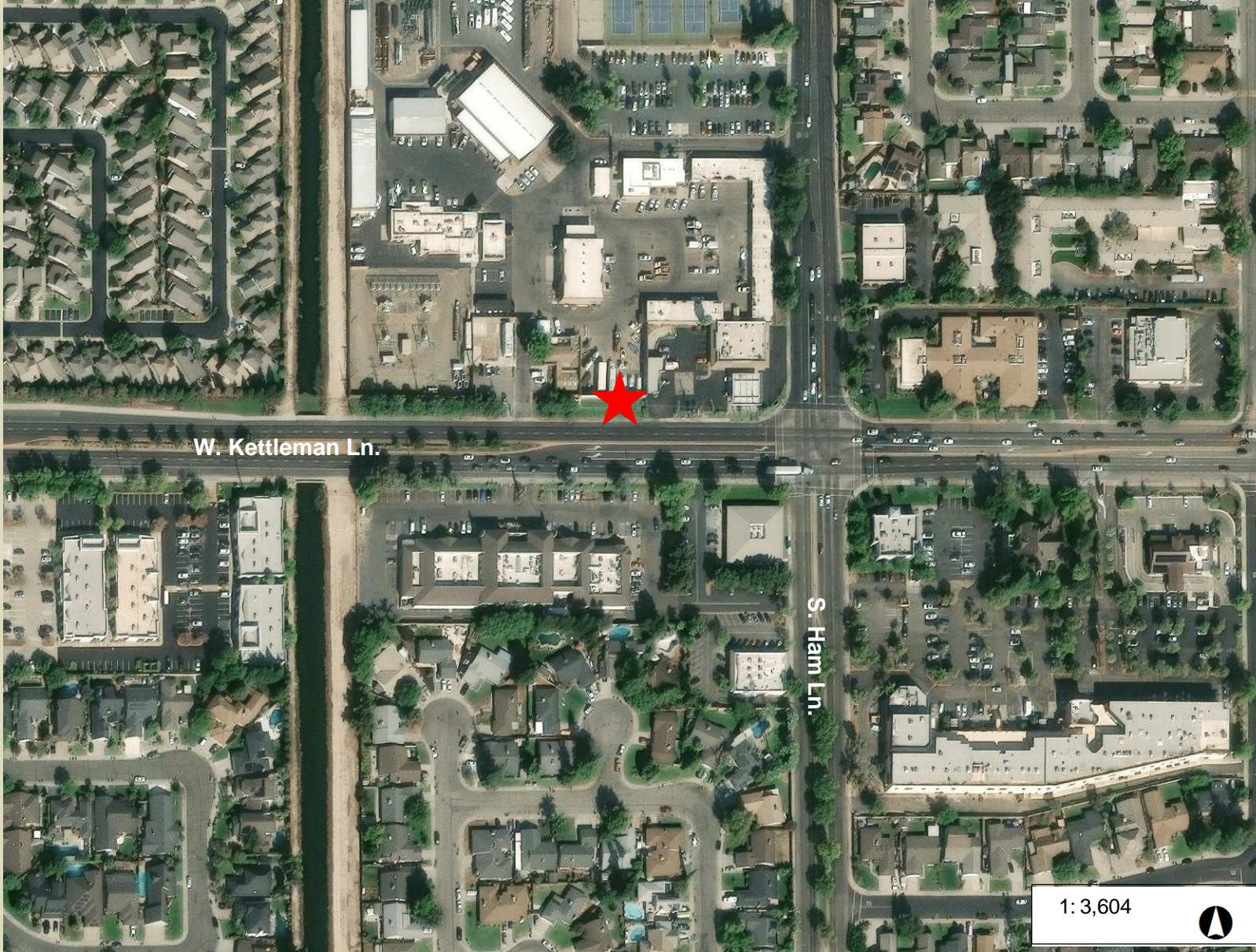
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© City of Lodi Geographic Information Systems

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# Proposed Sign City Animal Shelter



### Legend

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

1: 3,604



601 0 300 601 Feet

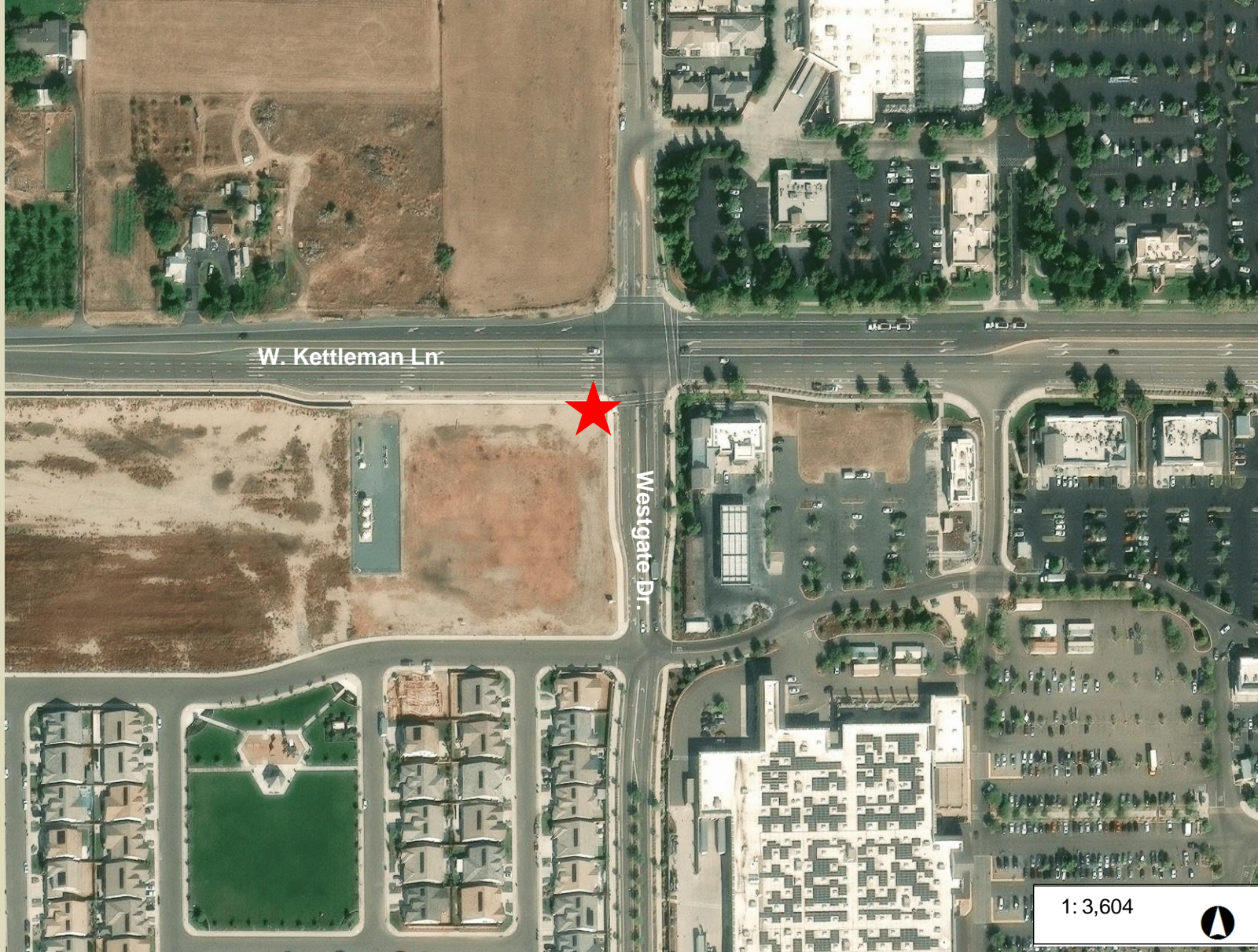
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© City of Lodi Geographic Information Systems


This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# Proposed Sign West Kettleman/Westgate

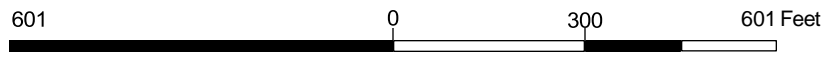


1: 3,604 



### Legend

- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© City of Lodi Geographic Information Systems

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes

Some notes