



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Agreement for Purchase of Neighborhood Park Site in Bridgetowne, Unit No. 1 which Repeals and Supercedes Previous Agreement Recorded as Instrument No. 96118935

MEETING DATE: May 19, 1999

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council approve the agreement for purchase of a neighborhood park site in Bridgetowne, Unit No. 1 (Bozant "Bo" Katzakian Park) which repeals and supercedes the previous agreement recorded as Instrument No. 96118935; direct the City Manager and City Clerk to execute the agreement on behalf of the City; and authorize the transfer/allocation of funds in accordance with the terms of the agreement.

BACKGROUND INFORMATION: On November 6, 1996, Council approved an agreement for the acquisition of a park site (see Exhibit A) within the boundaries of the Bridgetowne, Unit No. 1 development (Bozant "Bo" Katzakian Park). The agreement addressed reimbursement for the park site, installation of off-site street improvements fronting the park site in conjunction with the Bridgetowne, Unit No. 1 development, and installation by the developer of specified on-site improvements within the park. The agreement was executed by the City and recorded in San Joaquin County on December 1, 1996, as Instrument No. 96118935.

Developers, A. Fred Baker and G. Camy Baker and Chris R. Keszler and LaVeta Keszler, subsequently developed the Bridgetowne, Unit No. 1 subdivision. The Improvement Agreement for the subdivision, which was approved by Council on December 18, 1996, obligated developer to install street and utility improvements along the park site frontage and remove and reconstruct existing pavement within Turner Road. Developer received credit for Development Impact Mitigation Fees for Park and Recreation Facilities in the amount of \$161,361.20 as required under the terms of the original park purchase agreement. The credit represented \$110,679.31 for street and utility improvements along the park site frontage and \$50,681.89 to be applied to on-site improvements within the park to be completed by developer at a later date. Developer also received a credit against fees of \$93,340.28 for removal and reconstruction of existing pavement within Turner Road.

Due to a dispute over relocation of an existing PG&E pole line along Turner Road, the completion of the improvements in Turner Road, both along the park site and the removal and reconstruction work, was delayed. The work still has not been completed. The developer has requested that the unfinished Turner Road improvements be deleted from the scope of work required with the Bridgetowne, Unit No. 1 development and that the park purchase agreement be revised to allow the fee credits received for uncompleted park frontage improvements (\$25,635.98) and removal and reconstruction work (\$93,340.28) to be applied against the purchase price of the park. Developer has also requested that the removal and replacement of the temporary pavement at the intersection of Bridgetowne Drive and Turner Road be completed by the City and the cost of said work (\$4,158.00) be applied against the purchase price of the park. The agreement for purchase has been revised to accommodate these requests.

APPROVED:


H. DIXON FLYNN -- CITY MANAGER

Staff has made arrangements with the developer of Towne Ranch, Unit No. 7 to include the unfinished Turner Road work and the pavement work at the Bridgetowne Drive intersection with other work in Turner Road being done in connection with that project. The work in Turner Road being done with the Towne Ranch project will extend from the WID canal to the intersection with Lower Sacramento Road. This will provide a more uniform project and reduce the "patchwork" nature achieved when individual segments are done by different developers. The Improvement Agreement for the Towne Ranch, Unit No. 7 development, which included the unfinished work for the Bridgetowne, Unit No. 1 project, was approved by Council on December 16, 1998. Under the terms of the Improvement Agreement, reimbursements to the developer of the Towne Ranch project will be made under the terms of an addendum to the agreement when all the costs are known. Staff will bring the addendum to Council for approval at that time.

The original agreement for purchase required the developer to install the park's irrigation system, the trees, and the turf, a cost of approximately \$136,000.00. Under the new agreement, the City will be responsible for installation of these park improvements. To cover this cost, two subdivisions that have already paid their Parks and Recreation Development Impact Mitigation Fees have been eliminated from the reimbursement area, Bridgetowne, Unit No. 3 and Towne Ranch, Unit No. 5. See attached Exhibit B. These fees will be used by the City to cover developer's obligations for park improvements. The difference between the fees collected from the two subdivisions and the developer's obligations is approximately \$50,000.00. That amount will be paid to developer as part of the purchase price when the deed is recorded.

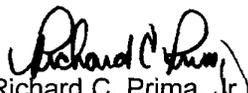
In addition, the agreement for purchase requires the developer to deliver title to the park site to the City upon execution of the agreement, rather than at the time of completion of the park improvements. This will allow access to the site to drill a test well for the water well shown in this area in the City's water master plan.

Staff recommends that Council approve the agreement and direct the City Manager and City Clerk to execute the agreement on behalf of the City. Staff also recommends that the Council authorize the transfer/allocation of funds from the Parks and Recreation Development Impact Mitigation Fee Fund in accordance with the terms of the agreement.

FUNDING: Parks and Recreation Development Impact Mitigation Fee funds

Funding Available:


Finance Director


Richard C. Prima, Jr.
Public Works Director

Prepared by Sharon Blaufus, Administrative Assistant
RCP/SB/lm
Attachments
cc: City Attorney
Senior Civil Engineer – Development Services
A. Fred and G. Camy Baker
Chris R. and LaVeta Keszler



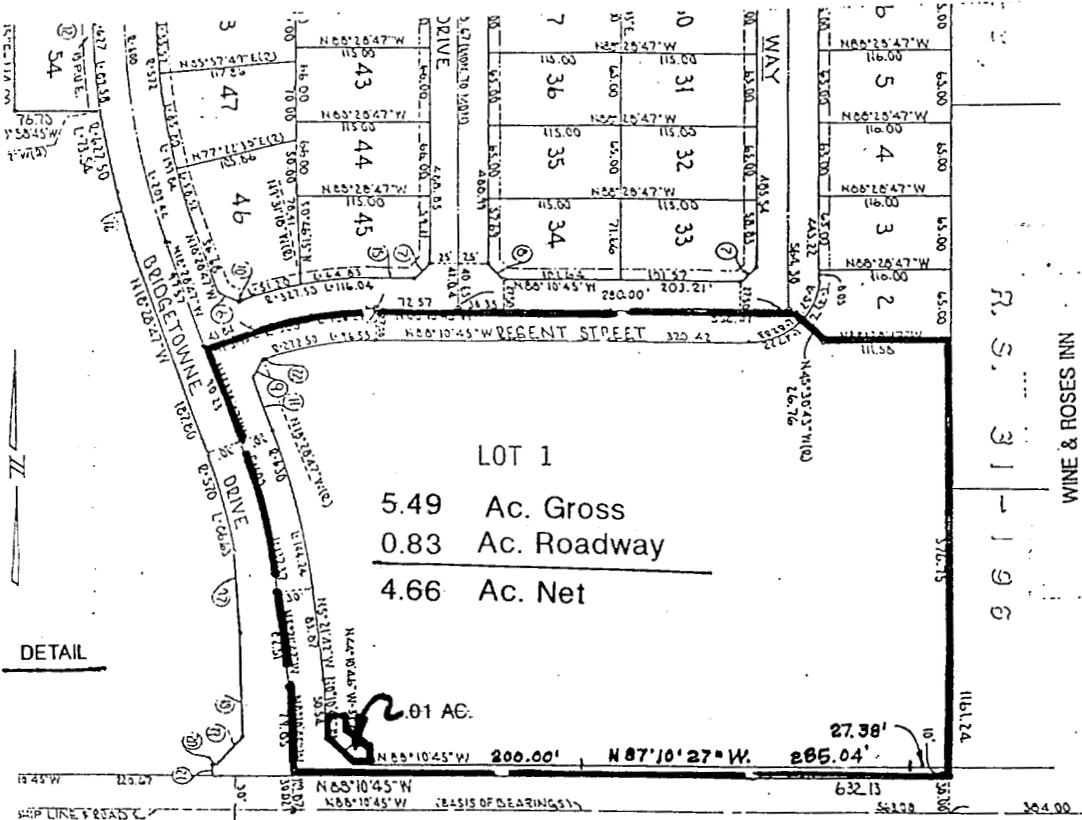
CITY OF LODI

PUBLIC WORKS DEPARTMENT

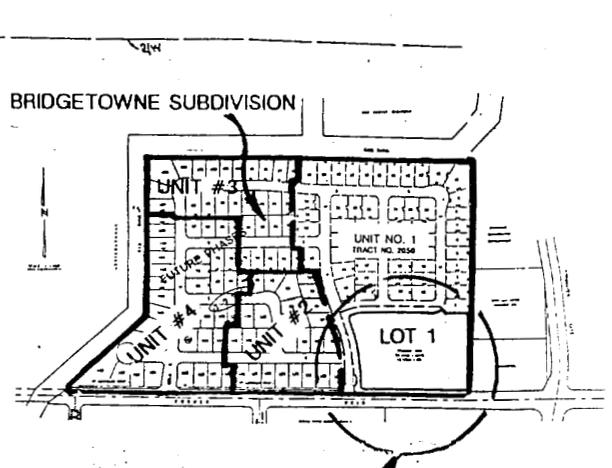
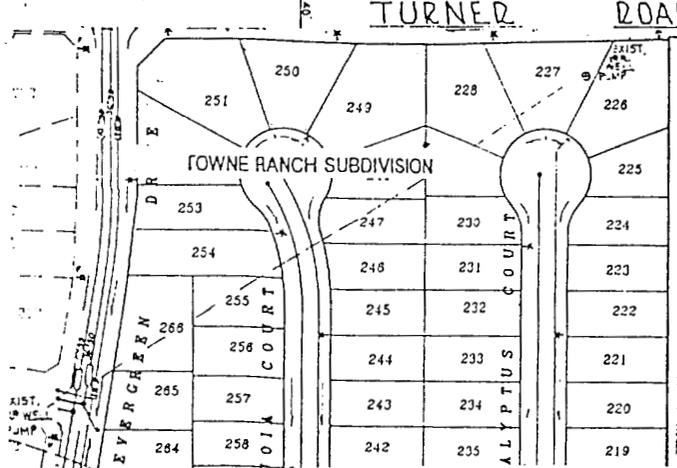
EXHIBIT A

NEIGHBORHOOD PARK SITE

BRIDGETOWNE SUBDIVISION



DETAIL



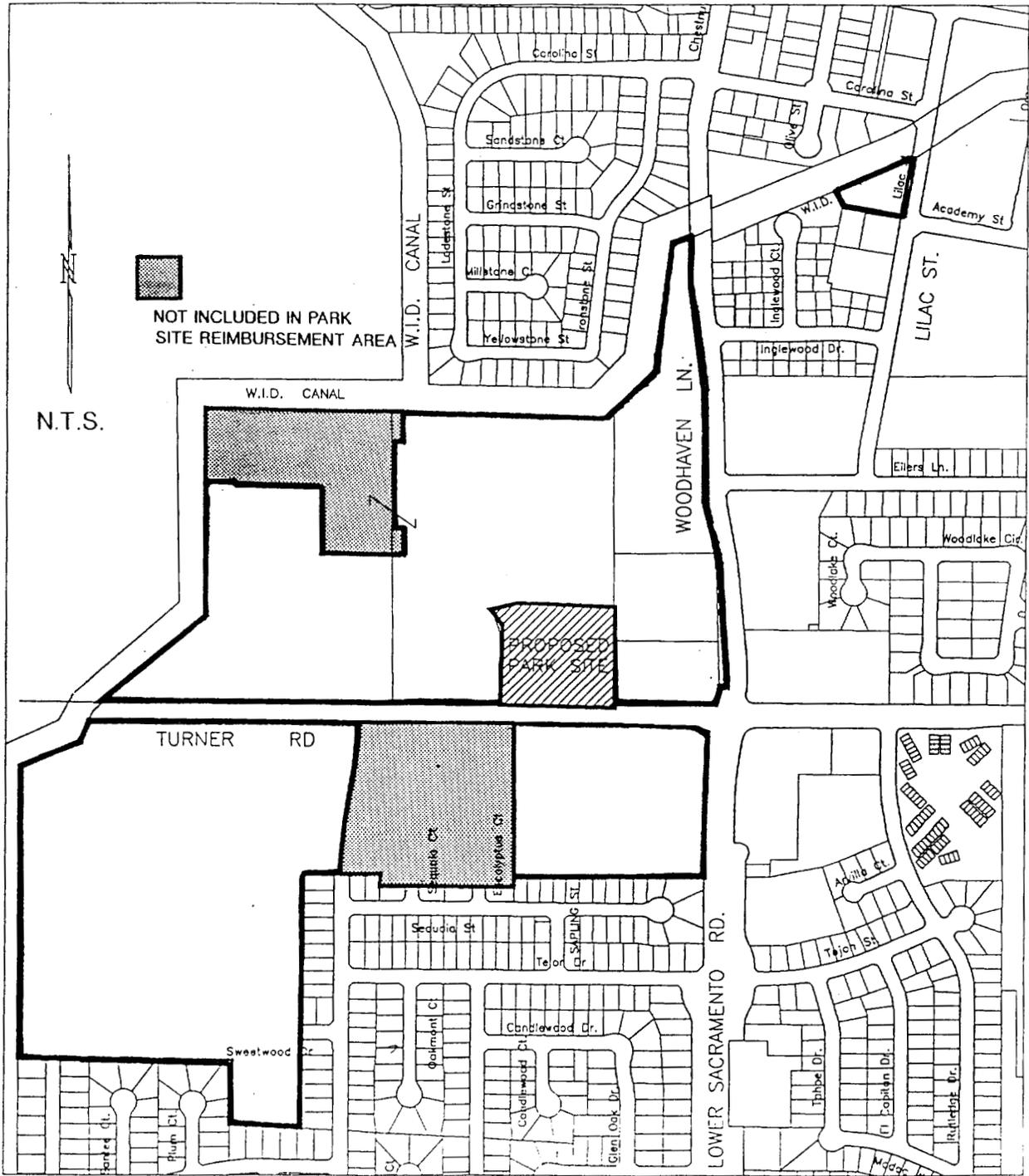
SEE DETAIL



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT B



CITY COUNCIL

KEITH LAND, Mayor
STEPHEN J. MANN
Mayor Pro Tempore
SUSAN HITCHCOCK
ALAN S. NAKANISHI
PHILLIP A. PENNINO

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710

H. DIXON FLYNN
City Manager
ALICE M. REIMCHE
City Clerk
RANDALL A. HAYS
City Attorney

May 13, 1999

Mr. and Mrs. A. Fred Baker
317 W. Lodi Ave.
Lodi, CA 95240

Dr. and Mrs. Chris R. Keszler
c/o 317 W. Lodi Ave.
Lodi, CA 95240

SUBJECT: Agreement for Purchase of Neighborhood Park Site in Bridgetowne,
Unit No. 1 which Repeals and Supercedes Previous Agreement
Recorded as Instrument No. 96118935

Enclosed is a copy of background information on an item on the City Council
agenda of Wednesday, May 19, 1999. The meeting will be held at 7 p.m. in the
City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a
Council Member requests discussion. The public is given an opportunity to address
items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council,
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's
card (available at the Carnegie Forum immediately prior to the start of the meeting) and
give it to the City Clerk. If you have any questions about communicating with the
Council, please contact Alice Reimche, City Clerk, at 333-6702.

If you have any questions about the item itself, please call Sharon Blaufus at 333-6800,
ext. 658


for Richard C. Prima, Jr.
Public Works Director

RCP/lm

Enclosure

cc: City Clerk ✓

CITY COUNCIL

KEITH LAND, Mayor
STEPHEN J. MANN
Mayor Pro Tempore
SUSAN HITCHCOCK
ALAN S. NAKANISHI
PHILLIP A. PENNINO

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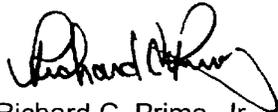
May 20, 1999

Farmers & Merchants Bank
Attention Alan Goldberg
121 West Pine Street
Lodi, CA 95240

SUBJECT: Bridgetowne, Unit No. 1
Instruments of Credit

At its meeting of May 19, 1999 the City Council approved the Purchase Agreement for Bridgetowne Park. This agreement also releases the developers of the responsibility of performing the work required under the Addendum to the Improvement Agreement of Bridgetowne, Unit No. 1. Because there is no longer any work that is the developers' responsibility, both the Faithful Performance and the Labor and Materials Letters of Credit dated April 21, 1999 may be released.

The original Letters of Credit are enclosed. If you have any questions, please contact Sharon Blaufus at 333-6800, ext. 658.



Richard C. Prima, Jr.
Public Works Director

RCP/SB/sb

Enclosures

cc: Associate Civil Engineer – Development Services
Fidelity National Title Co.
City Clerk