



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Approving Pixley Park Land Exchange Agreement and Authorizing Related Improvement Agreements  
**MEETING DATE:** November 17, 2004  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** That the City Council adopt a resolution approving the Pixley Park Land Exchange Agreement and directing the City Manager and City Clerk to execute the agreement and related improvement agreements on behalf of the City.

**BACKGROUND INFORMATION:** The developer, G REM, Inc., has requested a land exchange with the City at the C-Basin (Pixley Park) site. The existing and proposed land configurations are shown on Exhibits A and B, respectively. Staff has presented the proposed land exchange request to Council and conducted a public hearing on April 21, 2004. The Parks and Recreation Commission approved the Pixley Park concept on December 2, 2003. Under the direction of the Council, staff has prepared the Pixley Park Land Exchange Agreement that is attached as Exhibit C.

As part of the land exchange agreement, G REM shall, at its expense and under direction and review by City staff, excavate the Pixley Park site to the final grading of the future park, relocate the existing storm drain outfall, install a temporary storm drain outfall from Auto Center Drive to the basin, install perimeter fencing around the entire park site, and install full street frontage improvements, which include curb, gutter, sidewalks, pavement, street lights, underground utilities and landscaping, on Auto Center Drive fronting the park property. G REM will enter separate improvement agreements and is required to complete the above-mentioned improvements within 36 months after the execution of the land exchange agreement.

G REM also agrees to phase all construction work inside the C-Basin in order to preserve the model airplane club facilities for as long as possible.

G REM further agrees to perform the following services with cost reimbursement by the City from the Storm Drainage and Parks and Recreation Impact Mitigation Fee funds:

1. Prepare engineered plans, specifications, and construction costs estimate for the future storm drainage pump station and inlet structure to allow discharge from the basin to Cluff Avenue.
2. Prepare slope erosion protection, turf, and irrigation plans, specifications and construction cost estimate for the entire Pixley Park site.

G REM has executed the agreement and staff is recommending Council approve the Pixley Park Land Exchange Agreement and authorize the City Manager and City Clerk to execute the agreement and future improvement agreements for the public improvements for the park site.

**FUNDING:** Not applicable.

Richard C. Prima, Jr.  
 Public Works Director

Prepared by Lyman Chang, Associate Civil Engineer  
 RCP/LC/pmf  
 Attachments  
 cc: Steve Schwabauer, City Attorney  
 G REM

Associate Civil Engineer Chang  
 Model Airplane Club

**APPROVED:**   
 Janet S. Keeter, Interim City Manager

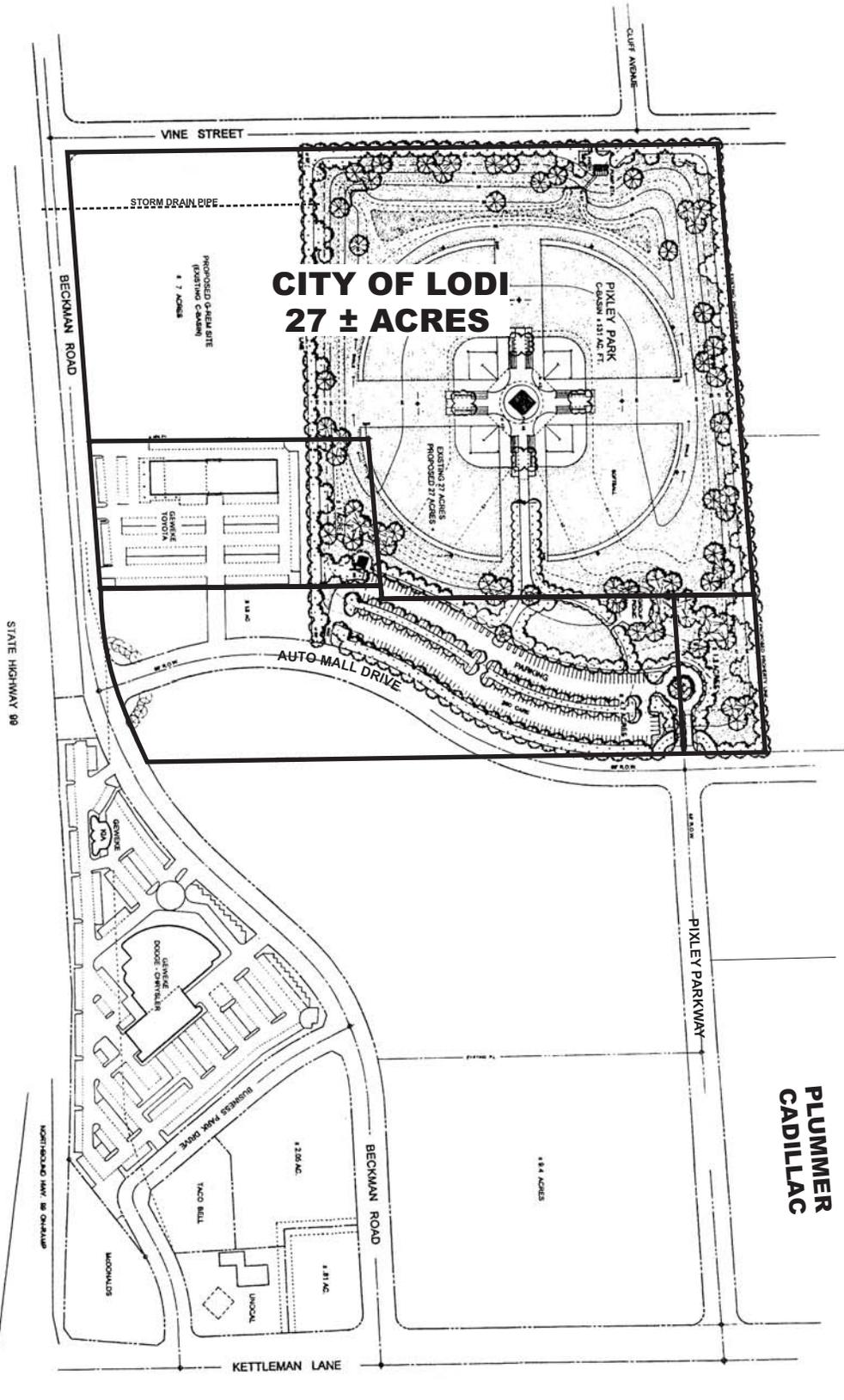
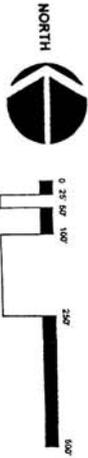


# CITY OF LODI

PUBLICWORKS DEPARTMENT

# EXHIBIT A

## EXISTING LOT LINES



**PLUMMER  
CADILLAC**

### CONCEPTUAL MASTER PLAN

#### Pixley Park - Geweke Auto Mall

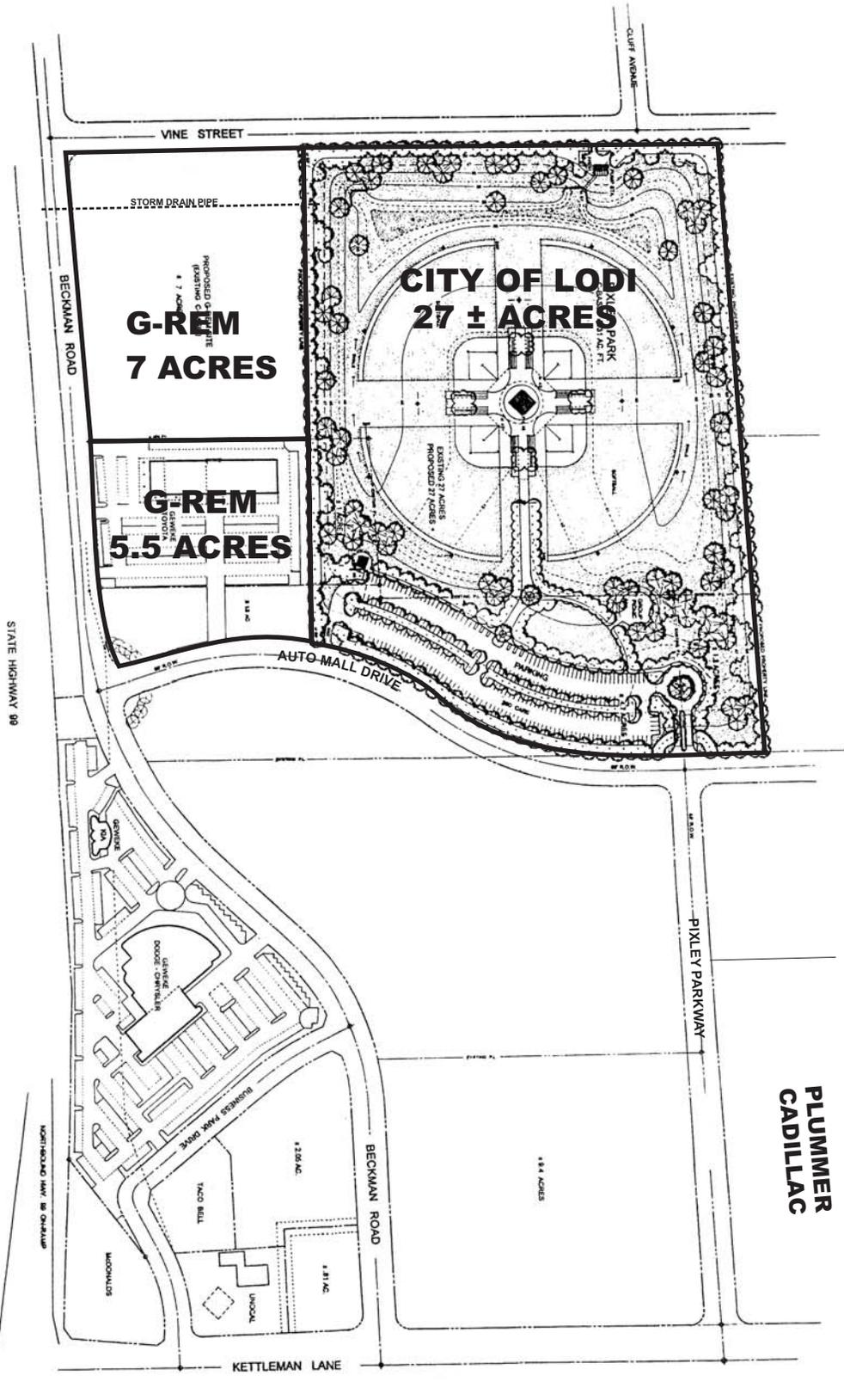
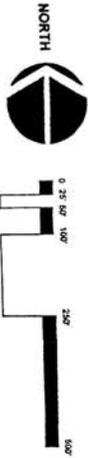
G-REM, INC. City of Lodi California  
Lawrence A. Nordstrom, ASLA Landscape Architect

July 2003



**CITY OF LODI**  
PUBLIC WORKS DEPARTMENT

**EXHIBIT B**  
PROPOSED PROPERTY LINES



**PLUMMER  
CADILLAC**

**CONCEPTUAL MASTER PLAN**  
**Pixley Park - Geweke Auto Mall**  
G-REM, INC.  
City of Lodi California  
Lawrence A. Nordstrom, ASLA Landscape Architect  
July 2003

WHEN RECORDED, RETURN TO:  
City Clerk  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

PIXLEY PARK  
PROPERTY EXCHANGE  
AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and GFLIP III, L. P., a California Limited Partnership, hereinafter referred to as "Developer".

RECITALS:

WHEREAS, Developer owns certain properties east of Beckman Road and north of Kettleman Lane, more particularly described as APN 049-250-42 and APN 049-250-72 and as shown on Exhibit A; and

WHEREAS, City owns certain property east of Beckman Road and south of Vine Street, more particularly described as APN 049-250-83 as shown on Exhibit A; and

WHEREAS, Developer desires to exchange 7 acres of land from Developer owned properties APN 049-250-42 and APN 049-250-72 for 7 acres of land from the City owned property APN 049-250-83 to form Parcel 1 (Developer owned) and Parcel 2 (City owned) as shown on Exhibit B; and

WHEREAS, the City owned property has full street frontage improvements and is functioning as a storm drainage detention basin for the surrounding area; and

WHEREAS, storm drainage and street frontage improvements will be required on Parcel 2 to allow the existing improvements on Parcel 1 to be modified or abandoned; and

WHEREAS, storm drainage service to the surrounding area must be provided on an uninterrupted basis; and

WHEREAS, the City has an approved concept plan for the development of Pixley Park on Parcel 2;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed between the parties as follows:

1. Developer agrees to, at the Developer's expense, establish an escrow and provide title insurance for the for the property exchange. All closing costs are to be paid by Developer.
2. City shall deed a 7± acre portion of the City owned property, APN 049-250-83, to Developer as more particularly described in the attached legal description (Exhibit C).

3. Developer shall deed a 7± acre portion of the Developer owned properties, APN 049-250-42 and APN 049-250-72, to City as more particularly described in the attached legal description (Exhibit D).
4. Developer shall dedicate street easement on Auto Center Drive to the approval of City's Public Works Director.
5. Developer agrees to prepare, at its sole cost and expense, a lot line adjustment and Record of Survey reflecting the parcel boundaries created by the property exchange. Said Record of Survey is to be recorded concurrently with the grant deeds for the property exchange. The Record of Survey shall include all the properties south of Vine Street, East of State Highway 99, north of Kettleman Lane, and west of Guild Avenue as shown on Exhibit A.
6. Properties to be free of all liens ,unpaid taxes, or other encumbrances at the time of property exchange, including reimbursement due to City under the terms of the "Reimbursement Agreement for the Public Improvements for Kettleman Lane and Beckman Road Agreement #RA-01-01", recorded July 16, 2001, as Instrument No. 01111735, in the office of the San Joaquin County Recorder.
7. Developer agrees to relocate the existing storm drainage outfall in Parcel 1 to Parcel 2 (Exhibit B), extend the existing storm drainage pipes through Parcel 1 to Parcel 2, install fencing around the perimeter of Parcel 2 and dedicate all necessary easements for the public storm drainage facilities crossing Parcel 1, all at the Developer's sole cost and expense and to the satisfaction of the City's Public Work Director.
8. Developer agrees to, at the Developer's sole cost and expense, excavate Parcel 2 complement to the final grading shown on the above mentioned concept plan for Pixley Park to be located on Parcel 2. The excavation of Parcel 2 is to be completed concurrent with or prior to backfilling the existing basin in Parcel 1.
9. Developer agrees to provide, at the Developer's sole cost and expense, demolition, excavation, grading (1-foot contour intervals) and construction staging plans for Parcels 1 and 2 within 3 months of the execution of this agreement. All plans shall be to the approval of the City's Public Works Director. The plans shall be prepared by a California registered Civil Engineer, be in conformance with the concept plan for Pixley Park and shall include the following items:
  - a. Contour (1-foot intervals)of the existing basin and calculation of the existing storm drainage detention volume.
  - b. Demolition, excavation and staging plans for the work referenced in Item Numbers 7 and 8 above, including inlet and outlet structures on Parcel 2.
  - c. Fencing plan and details for of the entire perimeter of the Pixley Park Site. Fence shall be chain link fence with concrete mowstrip having a minimum height of 6 feet.
10. The Developer further agrees to execute an improvement agreement for the excavation and grading of Parcel 2 within 6 months of the execution of this agreement. The Developer shall have 12 months from the execution date of the improvement agreement to complete the work described in Items 7 and 8 above. The entire site of Parcel 2 shall be excavated and rough graded (grading tolerance of 0.2 feet

±) to the final design grades of Pixley Park within 36 months from the execution date of this agreement or prior to the application for a building permit for Parcel 1, whichever occurs first.

11. Developer agrees to, at the Developer's sole cost and expense, design and install full street frontage improvements from Beckman Road to the east boundary line of Parcel 2 in conformance with City's Design Standards along the future Auto Center Drive street frontage for Parcel 2. The improvements include concrete curb, gutter, sidewalk, driveways, asphalt concrete pavement, street lights, utilities, storm drain catch basins and landscaping in conformance with City's Design Standards. Improvements shall also include extension of electric, water, sewer, storm drainage, gas, telephone and cable services suitable for park uses to park site. Developer further agrees to construct a temporary inlet channel from Auto Center Drive to basin. Developer agrees to enter a separate improvement agreement with the City for the frontage improvements along Auto Center Drive. The improvements shall be installed and accepted by the City within 36 months from the date of execution of this agreement, at the time of development of adjacent parcels, or at the written request of the City, whichever occurs first.
12. Developer agrees to perform the following services at its initial expense with cost reimbursement by City in accordance with the procedures established under the Storm Drainage and Parks Recreation Impact Mitigation Fee Program:
  - a. Prepare engineered plans, specifications, and construction cost estimates for the future storm drainage pump station and inlet structure to allow discharge from the basin to Cluff Avenue.
  - b. Prepare slope erosion protection, turf, and irrigation plans, specifications and construction cost estimate for the entire Pixley Park site.
13. Developer agrees to phase the work covered by this agreement to preserve the model airplane club facilities on Parcel 1 for as long as possible without creating an impediment to completion of the required work.
14. Developer shall be allowed to use the undeveloped portion of the existing Toyota site for tow storage until the property exchange is complete. Developer shall insure, defend and indemnify City for any and all liability arising out of related to Developer's use hereof.
15. Developer is responsible for all reimbursable costs associated with any frontage improvements installed by others for Parcel 2.
16. Both parties agree that the property exchange, including execution of the grant deeds, shall be complete when all the above conditions are met.
17. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.
18. A copy of the Agreement shall be recorded in the office of the San Joaquin County Records, P. O. Box 1968, Stockton, California 95201-1968.
19. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

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

Richard C. Prima, Jr.  
Public Works Director  
City of Lodi  
P. O. Box 3006  
Lodi, CA 95240-1910

Notices required to be given to Owner shall be addressed as follows:

GFLIP III L. P., A California Limited Partnership

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have set their hands the day, month and year appearing opposite their names.

CITY OF LODI, a Municipal Corporation

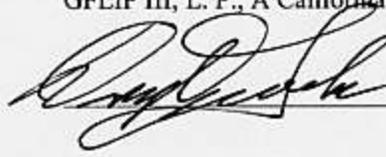
Dated: \_\_\_\_\_ 2004

By: \_\_\_\_\_  
Janet S. Keeter, Interim City Manager

Attest: \_\_\_\_\_  
Susan J. Blackston, City Clerk

GFLIP III, L. P., A California Limited Partnership

Dated: 10/13/04 2004

  
\_\_\_\_\_

(CORPORATE SEAL)

Approved as to form: \_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

Dated: \_\_\_\_\_ 2004

RESOLUTION NO. 2004-248

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
PIXLEY PARK LAND EXCHANGE AGREEMENT AND AUTHORIZING  
AND DIRECTING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT AND RELATED IMPROVEMENT AGREEMENTS  
ON BEHALF OF THE CITY OF LODI

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the Pixley Park Land Exchange Agreement and authorizes related Improvement Agreements; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes and directs the City Manager to execute the Pixley Park Land Exchange Agreement and any related improvement agreements on behalf of the City of Lodi.

Dated: November 17, 2004

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I hereby certify that Resolution No. 2004-248 was passed and adopted by the Lodi City Council in a regular meeting held November 17, 2004, by the following vote:

- AYES: COUNCIL MEMBERS – Beckman, Hitchcock, Howard, Land, and Mayor Hansen
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON  
City Clerk

CITY COUNCIL

LARRY D. HANSEN, Mayor  
JOHN BECKMAN  
Mayor Pro Tempore  
SUSAN HITCHCOCK  
EMILY HOWARD  
KEITH LAND

# CITY OF LODI

## PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

JANET S. KEETER  
Interim City Manager  
SUSAN J. BLACKSTON  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
RICHARD C. PRIMA, JR.  
Public Works Director

November 11, 2004

G REM  
P.O. Box 1210  
Lodi, CA 95241

Model Airplane Club  
TRCM  
331 Santa Anita Court  
Stockton, CA 95210

SUBJECT: Adopt Resolution Approving Pixley Park Land Exchange Agreement and Authorizing Related Improvement Agreements

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, November 17, 2004. 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 Susan Blackston, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Lyman Chang, Associate Civil Engineer, at (209) 333-6800, extension 2665.

*P. Prima*

for: Richard C. Prima, Jr.  
Public Works Director

RCP/pmf

Enclosure

cc: City Clerk