



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Improvement Deferral Agreement for 217 East Lockeford Street

MEETING DATE: February 2, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving Improvement Deferral Agreement for 217 East Lockeford Street.

BACKGROUND INFORMATION: The Fraternal Order of Eagles (Owner) has constructed a new meeting hall located at 217 East Lockeford Street. As a condition of the building permit (B09-0623), the construction of public improvements was required.

The required public improvements include the installation of 236 feet of concrete curb, gutter and sidewalk; five feet of landscaping from the back of the sidewalk along Lockeford Street fronting the subject parcel; and curb return improvements at the northwest corner of Lockeford Street and Washington Street (Exhibit A). Owner has requested that the required improvements be deferred since the City plans to widen Lockeford Street from the Union Pacific Railroad to Cherokee Lane within the next two years.

Owner has executed an Improvement Deferral Agreement and paid the necessary document preparation and recording fees for the agreement. The agreement also states that the owner agrees to pay for and complete the design and installation of the required improvements on Lockeford Street in accordance with City Standards, including payment of engineering and other applicable City fees, at the time of development of adjacent parcel, or at the request of the City, whichever occurs first.

Staff recommends approval of the Improvement Deferral Agreement.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Property owner funding prior to construction.



F. Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Junior Engineer
FWS/CRB/pmf
Attachment
cc: Senior Civil Engineer Fujitani
Fraternal Order of Eagles

APPROVED: 

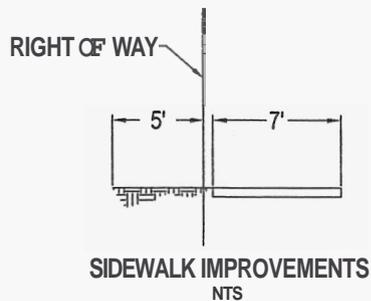
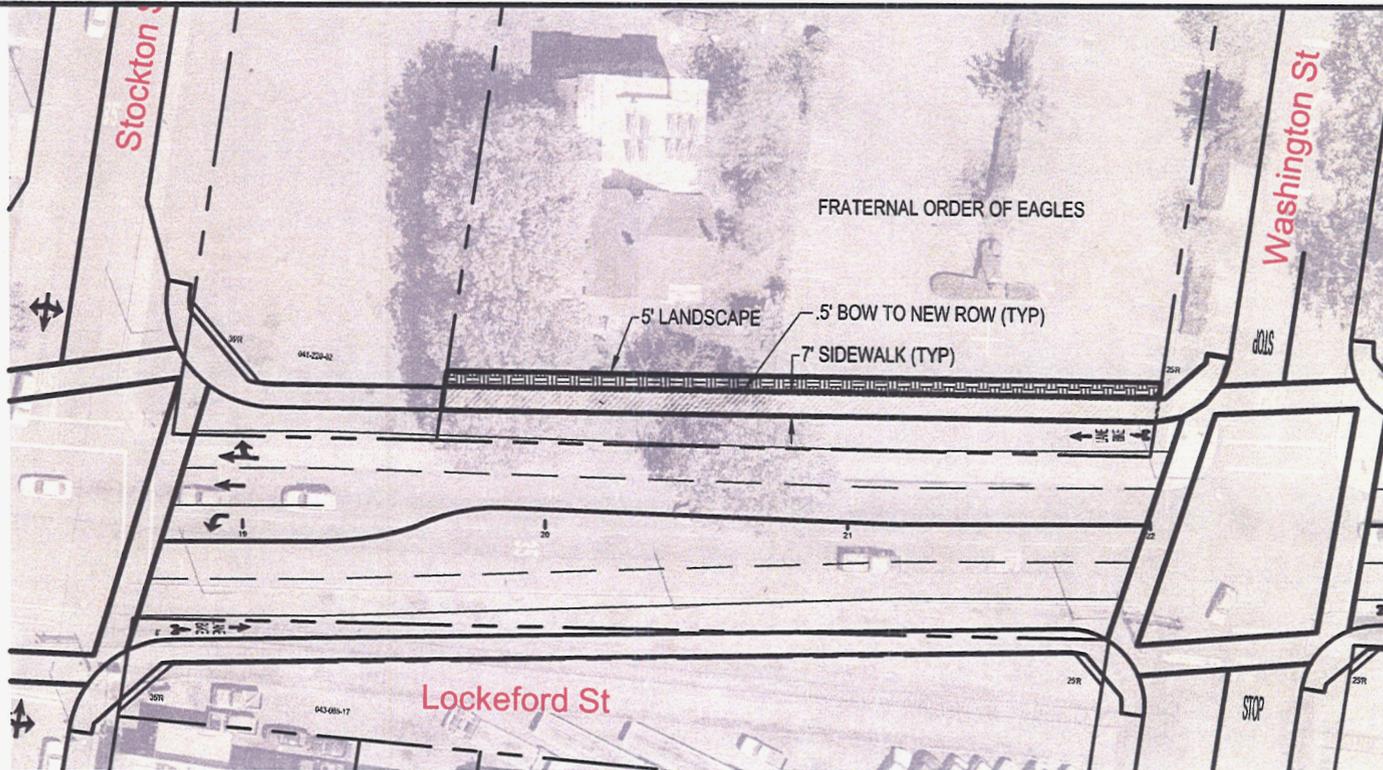
Konradt Bartlam, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit A Lockeford St Widening Plan 217 Lockeford Street



WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT

217 East Lockeford Street, Lodi, California
(APN 041-220-02)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and FRATERNAL ORDER OF EAGLES, hereinafter referred to as "Owner".

RECITALS:

Owner is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, known as 217 East Lockeford Street (APN 041-220-02) and described as follows:

Parcel One:

Commencing at the Northwest corner of Block thirty-eight (38), as shown upon Map entitled, "LAWRENCE HOMESTEAD ADDITION", filed for record April 5, 1920, in Vol. 10 of Maps and Plats, Page 5, San Joaquin Count Records, and running thence South 85° 18' East along South line of alley 86 feet for point of commencement of the following described tract; thence South 85° 18' East along South line of said alley 101 feet; thence South 4° 42' West, 182.47 feet to the North line of Lockeford Street as shown upon said Map; thence South 87° 02' West along the said North line of Lockeford Street, 101.90 feet; and thence North 4° 42' East, 196.04 feet to a point of commencement. Being a portion Block thirty-eight (38) of said Lawrence Homestead Addition.

Parcel Two:

All of Lots 1, 2 and 3 in Block 3 of the "Map No. 2 Lawrence Homestead Addition" filed April 5, 1920 in Book 10 of Maps and Plats at Page 59, San Joaquin Records.

Building application (B09-0623) has been submitted to allow construction of a new building on the subject property. Installation of public improvements along Lockeford Street are required as a condition of permit issuance in accordance with existing City ordinances and policies regarding off-site improvements as set forth in Title 15, Chapter 15.44 of the Lodi Municipal Code.

Required improvements include the installation 236-feet of concrete sidewalks, curb, gutter, 5-foot of landscaping from the back of the sidewalk along Lockeford Street fronting the subject parcel, a modified parking lot layout and curb return improvements at the northwest corner of Lockeford Street and Washington Street. Owner is desirous of complying with existing City ordinances and policies regarding off-site improvements. However, since the City has plans to widen Lockeford Street from the Union Pacific Railroad to Cherokee Lane, Owner has requested that the required improvements on Lockeford Street be deferred.

Council of the City will approve the deferral of the required Lockeford Street improvements on condition that the Owner first enters into and execute this agreement with City.

NOW THEREFORE, in order to insure satisfactory performance by Owner of Owner's obligations under said City Code, the parties agree as follows:

1. Owner agrees to pay for and complete the design and installation of the required improvements on Lockeford Street in accordance with City Standards, including payment for engineering and other applicable City fees, at the time of the widening of Lockeford Street or at the request of the City, whichever occurs first, but in no event sooner than one year from the date of execution of this agreement.
2. Owner agrees to undertake the design and construction of the required improvements within 30 days after written notice is given by the City, and will complete the required improvements within 120 days from the date of notice.
3. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.
4. If Owner fails to complete the required improvements with the time period specified in Item #2 above, the City is hereby authorized to complete the improvements at the expense of Owner, and may file suit against Owner, its heirs, successors or assigns for the costs incurred, as well as for a reasonable sum to be allowed as and for the City's attorney fees incurred in connection with such litigation for the collection of the monies due or may file a lien against said property for the costs incurred.
5. 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.
6. 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:

F. Wally Sandelin
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:

FRATERNAL ORDER OF EAGLES
320 N. Washington Street
Lodi, CA 95240

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: _____ 2010

By: _____
Konradt Bartlam, City Manager

Attest: _____
Randi Johl, City Clerk

FRATERNAL ORDER OF EAGLES

Dated: _____ 2010

Approved as to form: _____
702 • D. Stephen Schwabauer
City Attorney

Dated: January 21, 2010

City of Lodi
Publics Works Department

IMPROVEMENT COST
ESTIMATE FOR
DEFERRED IMPROVEMENTS

Development: Fraternal Order of Eagles
Developer: Fraternal Order of Eagles
Engineer:

Acres: 0.97
Date: 11/11/10

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER		
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total	
<u>Street System</u>										
1	Vertical Curb and Gutter	236	LF	24.00	5,664.00	236	5,664.00	0	0.00	
2	Sidewalk	1,652	SF	6.00	9,912.00	1,652	9,912.00	0	0.00	
3	Curb Return, including Handicap Ramp	1	EA	15,000.00	15,000.00	1	15,000.00	0	0.00	
4	Landscape & Irrigation	1,180	SF	11.00	12,980.00	1,180	12,980.00	0	0.00	
					Subtotal	\$43,556.00	<i>ubtotal</i>	\$43,556.00	Subtotal Street System	\$0.00
								10% Engineering & Administration	0.00	
								Total Street System	\$0.00	
					Total Construction Cost		\$43,556.00		\$0.00	
					Engineering & Administration (10% of Construction Costs)		\$4,355.60			
					Contingencies (10% of Construction Costs)		\$4,355.60		\$0.00	
					TOTAL COST		A. Total	\$52,267.20	B. Total	\$0.00

WHEN RECORDED, RETURN TO:

City Clerk
 City of Lodi
 221 West Pine Street
 Lodi, CA 95240

IMPROVEMENT DEFERRAL AGREEMENT

217 East Lockeford Street, Lodi, California
 (APN 041-220-02)

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RECITALS:

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Parcel Two:

All of Lots 1, 2 and 3 in Block 3 of the "Map No. 2 Lawrence Homestead Addition" filed April 5, 1920 in Book 10 of Maps and Plats at Page 59, San Joaquin Records,

Building application (B09-0623) has been submitted to allow construction of a new building on the subject property. Installation of public improvements along Lockeford Street are required as a condition of permit issuance in accordance with existing City ordinances and policies regarding off-site improvements as set forth in Title 15, Chapter 15.44 of the Lodi Municipal Code. Required improvements include the installation 236-feet of concrete sidewalks, curb, gutter, 5-feet of landscaping from the back of the sidewalk along Lockeford Street fronting the subject parcel, a modified parking lot layout and curb return improvements at the northwest corner of Lockeford Street and Washington Street. Owner is desirous of complying with existing City ordinances and policies regarding off-site improvements. However, since the City has plans to widen Lockeford Street from the Union Pacific Railroad to Cherokee Lane, Owner has requested **that** the required improvements on Lockeford Street be deferred.

Council of the City will approve the deferral of the required Lockeford Street improvements on condition that the Owner first enters into and execute this agreement with City.

NOW **THEREFORE**, in order to insure satisfactory performance by Owner of Owner's obligations under said City Code, the parties agree as follows:

1. Owner agrees to pay for and complete the design and installation of the required improvements on Lockeford Street in accordance with City Standards, including payment for engineering and other applicable City fees, at the time of the widening of Lockeford Street, but in no event sooner than one year from the date of execution of this agreement.
2. Owner agrees to undertake the design and construction of the required improvements Within 30 days after written notice is given by the City, subject to Item #1 above, and will complete the required improvements within 120 days from the date of notice.
3. This agreement shall run with the land and be binding on ~~the~~ Owner, its heirs, successors or assigns.
4. If Owner fails to complete the required improvements or enter a payment agreement, or make payments as required by the agreement with the time period specified in Item #2 above, the City is hereby authorized to complete the improvements at the expense of Owner, and may file suit against Owner, its heirs, successors or assigns for the costs incurred, as well as for a reasonable **s u m** to be allowed as and for the City's attorney fees incurred in connection with such litigation for the collection of the monies due or may file a lien against said property for the costs incurred. If Owner is unable to fund the improvements, City is hereby authorized to complete them and Owner shall enter into an agreement to pay the City's construction costs over a period of three years bearing simple interest at the Local Agency Interest Fund rate in effect at the time of construction.
5. 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.
6. 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:

F. Wally Sandelin
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:

FRATERNAL ORDER OF EAGLES
320 N. Washington Street
Lodi, CA 95240

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: _____ 2011

By: _____
Konradt Bartlam, City Manager

Attest: _____
Randi Johl, City Clerk

FRATERNAL ORDER OF EAGLES

Dated: _____ 2011



TRUSTEE

Approved as to form: _____
D. Stephen Schwabauer 
City Attorney

Dated: _____ 2011

Development: Fraternal Order of Eagles
Developer: Fraternal Order of Eagles
Engineer:

Acres: 0.97
Date: 11/11/10

TOTAL COST OF PROJECT IMPROVEMENTS

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Quantity</u>	<u>Total</u>
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Total Construction Cost							\$43,556.00
Engineering & Administration (10% of Construction Costs)							\$4,355.60
Contingencies (10% of Construction Costs)							\$4,355.60
TOTAL COST							A. Total
							\$52,267.20

ACKNOWLEDGMENT

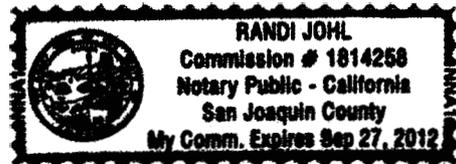
State of California
County of San Joaquin

On February 1, 2011 before me, Randi Juhl, City Clerk
(insert name and title of the officer)

personally appeared Joseph Matthew Portschella,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
~~subscribed to the within~~ instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Handwritten Signature]

(Seal)

Signatur

RESOLUTION NO. 2011-13

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING IMPROVEMENT DEFERRAL
AGREEMENT FOR FRATERNAL ORDER OF EAGLES
FOR 217 EAST LOCKEFORD STREET

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Deferral Agreement between the City of Lodi and the Fraternal Order of Eagles for installation of public improvements for the facility located at 217 East Lockeford Street; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of Lodi.

Dated: February 2, 2011

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I hereby certify that Resolution No. 2011-13 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 2, 2011, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

CITY COUNCIL

BOB JOHNSON, Mayor
JOANNE L. MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
PHIL KATZAKIAN
ALAN NAKANISHI

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
<http://www.lodi.gov>

KONRADT BARTLAM
City Manager
RANDI JOHL
City Clerk
D. STEVEN SCHWABAUER
City Attorney
F. WALLY SANDELIN
Public Works Director

January 26, 2011

Fraternal Order of Eagles
217 E. Lockeford Street
Lodi, CA 95240

SUBJECT: Adopt Resolution Approving Improvement Deferral Agreement for
217 East Lockeford Street

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, February 2, 2011. 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 Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Chris Boyer, Junior Engineer, at (209) 333-6800, extension 3321.

D. Ferris

for: F. Wally Sandelin
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk