

TURNER ROAD
PROPERTY
ACQUISITION

Following introduction of agenda item k-1 - "Turner Road Property Acquisition", Council took the following actions:

On motion of Mayor Pro Tempore Murphy, Olson second, Council approved a Right-of-Way Agreement with Mrs. Panagiota Anagnos which included the following provisions, and authorized the City Manager and City Clerk to execute the Agreement on behalf of the City:

- 27.a
2. City agrees to pay Grantor, Panagiota Anagnos, the sum of \$9,200.00 for the certain real property above described, when Grantor has transferred to City a Grant Deed for the above described parcel.
 3. City agrees, in addition to the cash consideration, at no expense to the Grantor, to:
 - a. Remove and dispose of any vines required to be removed to provide adequate turning room for cultivation as determined by Grantor.
 - b. Construct, at City expense, any road, curb, gutter, sidewalk, asphalt curb or portion thereof deemed necessary for the public benefit prior to development of the remaining parcel.
 - c. Construct a berm approximately 6" high by 3' wide, south of any new street construction under 'b' above, to ensure the containment of agricultural irrigation water south of Turner Road.
 - d. Not enter onto the adjacent property with equipment or material without the prior express permission of the Grantor.
 - e. Allow Grantor to continue to farm the area acquired until such time as it is deemed necessary to construct all or a portion of the road.
 - f. Rip any areas disturbed by Construction south of the berm in 'c' above to a depth of 24".

The motion carried by unanimous vote.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
DATE: December 30, 1982
SUBJECT: Turner Road Right-of-Way Acquisition, Snell

RECOMMENDED ACTION: That the City Council review the attached right-of-way agreement between Carl E. and Janice A. Snell, and the City of Lodi, for the acquisition of right-of-way for the widening of Turner Road immediately west of Cluff Avenue, and take appropriate action.

BACKGROUND INFORMATION: The Public Works Department was directed by the City Council to acquire necessary right-of-way for the ultimate widening of Turner Road. Involved in that widening is the parcel of land shown in yellow on the attached sketch.

Craig Hubbard of Stockton appraised the parcel at \$29,500. Included in that appraisal were certain costs in addition to the land, such as payment for a garage, installation of a fence, some remodeling and other items.

The owner of the property was contacted by Mr. Ferguson, our part-time right-of-way agent, and later both Mr. Ferguson and I met with the owners of the property onsite to discuss the ultimate location of street facilities. Out of this discussion and further contact by Mr. Ferguson with the owners, came the attached right-of-way agreement.

During the discussions, the Grantors felt a masonry fence rather than a wood fence would be necessary along the Turner Road frontage because of street noise, and in discussing this item with our appraiser, he felt that it was a reasonable request, and the appraisal was increased sufficiently to allow the construction of a masonry wall in lieu of the wood fence.

In addition, the owners asked for three items described in Paragraph 3 a, b & c of the agreement. In reverse order, Item 'c' requests that the City not require the Grantor to connect to public sewer and water facilities as long as the property is owned and used as a single-family dwelling by the present owners. There is perhaps some precedent in agreeing to this; however, it should be pointed out that the exception does have a limited time and, to date, the City has not enforced portions of the City Code which require connection to City sewer under specific circumstances.

Item 'b', an 18" encroachment of a fence in the portion of the City's right-of-way, is reasonable in this case in order to adequately clear the front of their porch with any fence or wall they construct. It will leave 12" between

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

the wall and the ultimate sidewalk, and we would expect this to be adequate for installation of street light conduit, a sign, or anything of that nature which might be necessary. The encroachment is shown on the attached sketch.

Item 'a' asks that the City be responsible for the installation of curb, gutter and sidewalk and all street paving, with the work being done when the City deems necessary. We do not have a policy regarding the installation of curb, gutter and sidewalk when the City acquires right-of-way. However, it can be viewed as part of the cost of the land, and as such, might not be precedent-setting. Our appraiser indicated that most cities he has worked with install curb, gutter and sidewalk without cost to the owner when acquiring rights-of-way. The cost of curb, gutter and sidewalk across the Sner's ultimate frontage is estimated at \$3,500 and the cost of paving at \$11,500.

The Public Works Department would recommend that Items 'b' and 'c' of the agreement be acceptable and Item 'a' without recommendation.


Jack L. Ronsko
Public Works Director

Attachment

JLR:GER:dmw

August 13, 1982

**Clarification of Turner Road Rights-of-Way Acquisition
and Construction Between Beckman Road and Cluff Avenue**

BACKGROUND INFORMATION: In January of this year, the City Council received a copy of the attached letter dated January 14, 1982, from Morris & Wenell Architects requesting that the City purchase the right-of-way fronting the Jerome and Snell parcels. In order that Turner Road could be constructed to its full width to accommodate the anticipated traffic from the proposed Cal Cushion Development within the Willow Oaks Industrial Park. The Council then gave staff direction to obtain appraisals on the Jerome and Snell parcels. At the following Council meeting, the attached memo of March 5, 1982, was reviewed with the City Council. The Council indicated that the questions within this memo would be answered upon obtaining the appraisals for the Snell and Jerome properties.

The Council has now directed staff to proceed on the acquisition of the Jerome property and the Snell appraisal. Therefore, the following questions from the March 5 memo still need clarification:

1. Since Cal Cushion is apparently not going to develop within the Willow Oaks Subdivision, does this change any previous Council positions?
2. Is it the Council's intention to also acquire the Turner Road rights-of-way fronting the Anagnos property?
3. Once the right-of-way is obtained, is it the City's intent to pay for any of the widening of Turner Road?

The estimated right-of-way acquisition costs and construction costs are shown below:

<u>Total R/W Costs</u>	<u>Construction Cost</u>	<u>Total</u>
\$50,000 to \$130,000	\$53,000	\$103,000 to \$233,000

Based on the attached letter from the City Attorney dated January 21, 1982, the Willow Oaks Industrial Park developer apparently indicated to the City Attorney that they (Willow Oaks Industrial Park) would pay for the street improvements fronting the Snell and Jerome properties if the City purchased the right-of-way.

City Council
August 13, 1982
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4. If Turner Road is to be widened at City cost, is the widening to take place in front of Jerome, Snell and Anagnos properties?
5. If widening is to take place, is it the Council's intent to construct all of the street improvements including parking lane, curb, gutter, sidewalk, street lights, or only those improvements necessary to provide the ultimate for travel lane?
6. If it is the Council's intent for the City to be responsible for widening, does the Council want to consider reimbursement at the time the properties develop or convert to a higher use?
7. Does the Council have any preference on what City funds should be used for the right-of-way acquisition and any Turner Road widening?

Jack L. Ronsko
Public Works Director

Attachments

JLR/eeh

MORRIS & WENELL

Willow Oaks
Architects and planners, inc.

301 West Locust Street
Lodi, California 95240
Phone (209) 369-8258

January 14, 1982

Mr. Jack Ronsko
CITY OF LODI
221 West Pine Street
Lodi, California 95240

Dear Mr. Ronsko:

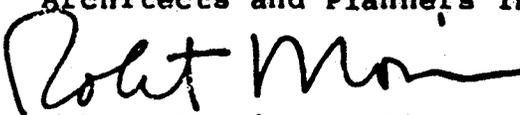
As architects for the Willow Oaks Industrial Park and Cal-Cushion Inc., we are formally requesting the public condemnation of Assessor Parcel Nos. 049-020-02 and 049-020-16, Owners Snell and Jerome respectively. We also ask that this request be placed upon the next City Council agenda for review and action.

Cal-Cushion Inc. of Lodi is proposing a new facility that will accommodate 300-400 employees. This high employment, along with trucks from Sanitary City Disposal and other area industries, will generate a considerable amount of traffic at the intersections of Turner and Cluff Roads. Therefore, it is our professional opinion that in the best interest of the City of Lodi and the two property owners, the City condemn this property so Turner Road may be constructed to its full design width at this point.

Please find enclosed a parcel map indicating this requested condemnation. If you need any additional information, please do not hesitate to call.

Sincerely,

MORRIS & WENELL
Architects and Planners Inc.


Robert Morris, Architect
President

RM:rf

Enclosure

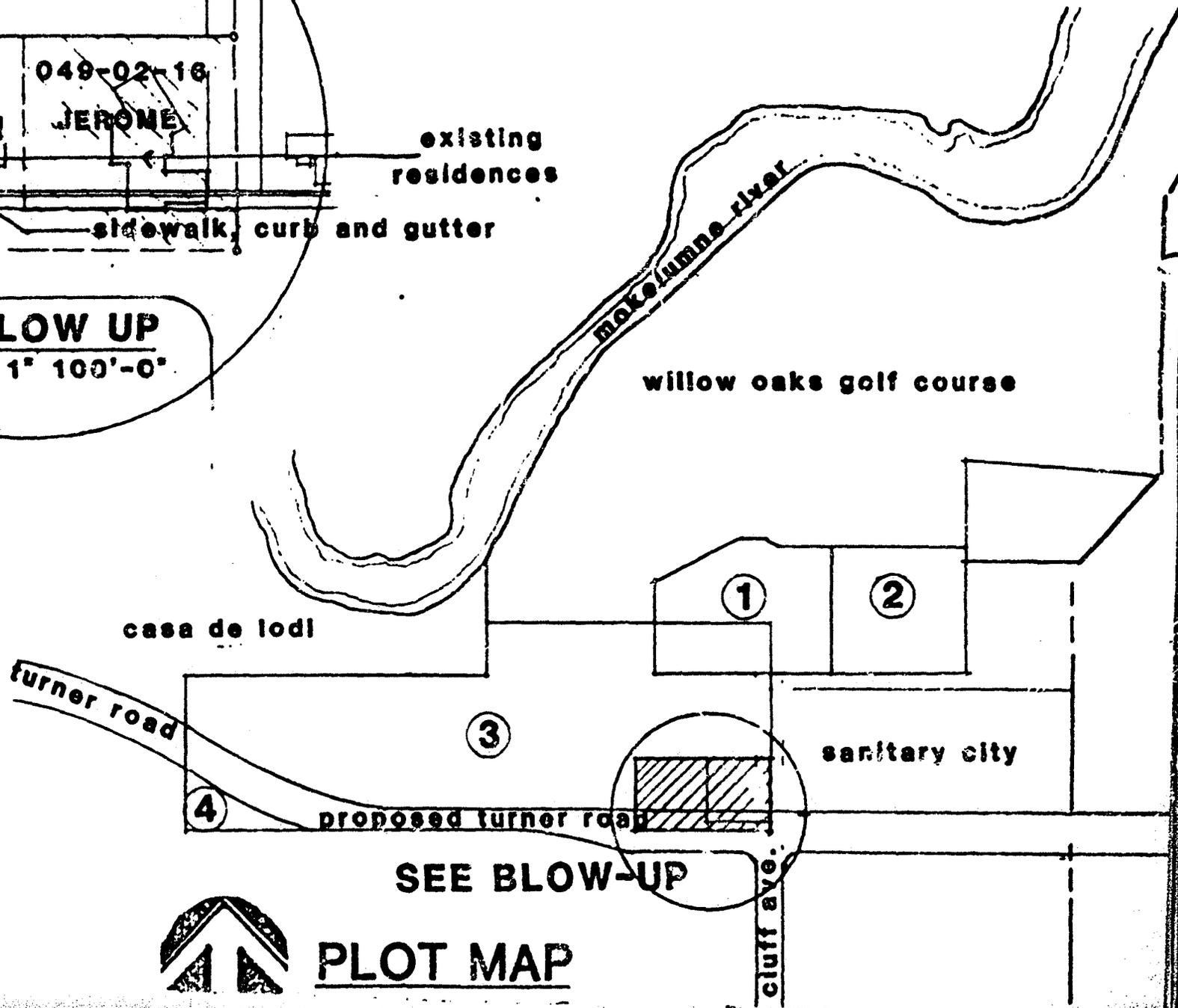
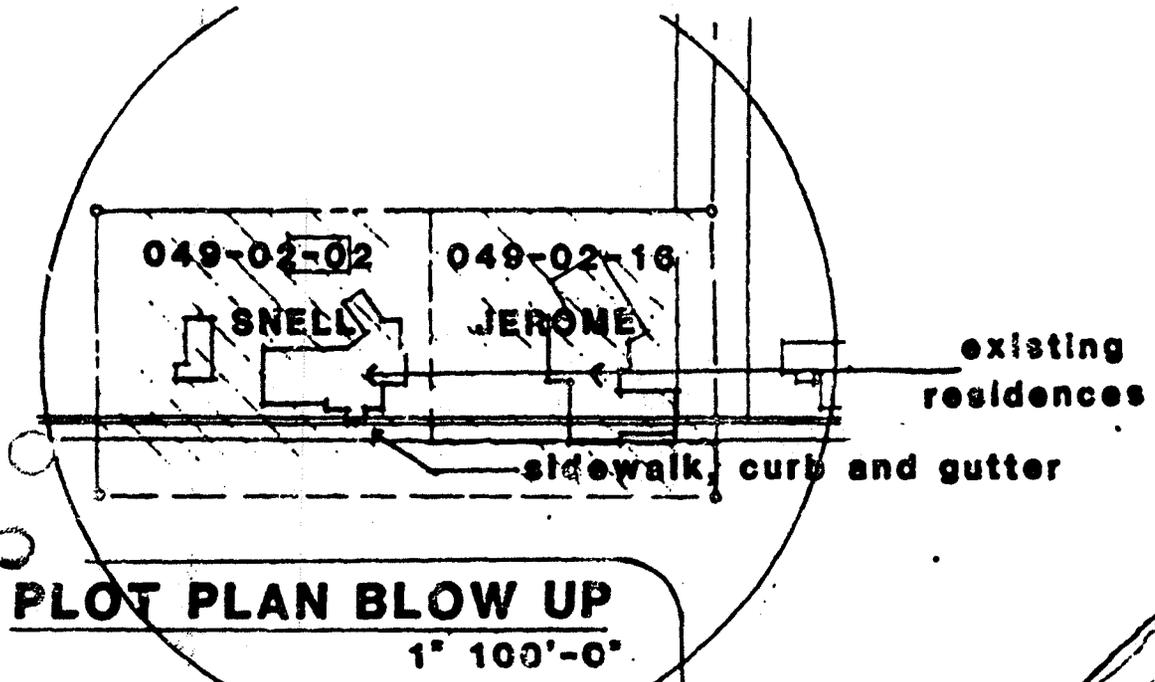
RECEIVED

JAN 18 1982



CITY OF LODI
PUBLIC WORKS DEPARTMENT

robert p. morris · larry wenell



PLOT MAP

MEMORANDUM, City of Lodi, Public Works Department

TO: City Council
FROM: Public Works Director
DATE: March 5, 1982
SUBJECT: Clarification of Staff Direction to Construct
Turner Road (at Cluff Avenue) to its Ultimate Width

The exact motion, moved by Pinkerton and seconded by Murphy, is as follows:

"That we try to acquire the property so we can continue the streets and tie it into the existing contract and get it done at a reasonable price so it's done, out of the way, and so we have a development with an access to the industrial area of the City of Lodi."

Because of the exact wording of the motion, we, the staff, feel that clarification is needed on the following items:

1. Is it the Council's intention to acquire the required rights-of-way from Snell, Jerome, and Anagnos?

For Council's information, it has been past practice of the City Council to use their condemnation power where portions of future street alignments were needed as part of a proposed development for installation of utilities, additional street width, drainage, etc. However, it has been in the past, the developer's responsibility to pay for the appraisal, condemnation, and any litigation costs, the right-of-way needs and to make the necessary installations required for his development.

For Council information, the appraisal work will cost \$3,000 and the rights-of-way costs and preliminary construction estimates are as follows:

	<u>Right-of-Way Costs*</u>	<u>Construction Costs</u>	<u>Total</u>
Jerome	\$ 700	\$ 8,000	\$ 8,700
Snell	5,500	11,000	16,500
Anagnos	<u>10,700</u>	<u>34,000</u>	<u>44,800</u>
TOTAL	\$17,000	\$53,000	\$70,000

*Based on \$0.50 per square foot. No value given to severance.

2. Is it the intent that the City pay all of the above costs?

This is questioned based on the memo that was in the last Council packet from City Attorney Stein. From this memo it appears the

developer has indicated to the City Attorney that they would be willing to pay for the improvements in front of Snell and Jerome properties if the City purchased the rights-of-way.

3. Is it the City Council's intent to construct all of the street improvements, including parking lane, curb, gutter and sidewalk, or only those improvements necessary to provide the ultimate four (4) travel lanes?
4. It was clear that the Council wanted this work done in conjunction and together with the work under the Assessment District. Since the Assessment District contract has been let and it is the contractor's intent to install the underground utilities and do the roadway construction on Turner Road first, it doesn't appear that we will be able to do the additional work on Turner Road in conjunction with the Assessment District contract. It is assumed that the Council doesn't want to delay the District work.
5. If it is the Council's intent for the City to be responsible for the construction costs, does the Council want to consider reimbursement at the time the properties develop and convert to a higher use?
6. If it is the Council's intent for the City to pay for the right-of-way and the additional street construction, does the Council have any preference on what City funds should be used?
7. If Cal-Cushion does not develop (the City has no guarantee) is it still the Council's intent to widen Turner Road?

Jack L. Ronsko
Public Works Director

JLR/eeh

CARL E. SNELL and JANICE A. SNELL, his wife, as joint tenants

A portion of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section six (6), Township three (3) North, Range seven (7) East, Mount Diablo Base and Meridian, according to the Official Plat thereof, and more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest Quarter (NW 1/4) of said Section six (6); thence Southerly along the East line of said Northwest Quarter (NW 1/4) 180 feet; thence Westerly parallel to the North line of the Northwest Quarter (NW 1/4) of said Section six (6), 150 feet to the Northwest corner of the property described in Deed to Luella J. Jerome, recorded February 16, 1968 in Book of Official Records, Vol. 3187, page 189, San Joaquin County Records; thence Southerly along the Westerly line of said Jerome property, 110 feet to the TRUE POINT OF BEGINNING; thence Southerly along said Westerly line 10 feet to the Southwest corner of said Jerome property; thence Easterly along the Southerly line of said Jerome property 150 feet to the Quarter Section line; thence Southerly along the said Quarter Section line, a distance of 30 feet to the Southeast corner of the property described in deed to Samuel Miller, et ux, recorded December 28, 1927 in Book "A" of Deeds, Vol. 244, page 257, San Joaquin County Records; thence Westerly along the South line of Miller property, 325 feet; thence Northerly parallel with the East line of said Northwest Quarter (NW 1/4) of Section six (6), 40 feet; thence Easterly and parallel with the North line of the Northwest Quarter (NW 1/4) 175 feet to the TRUE POINT OF BEGINNING.

FUTURE TUF

FN
1" = 40'

ANAGNOS



CLUFF
AVE

JEROME

SNELL

WALL
AW. REC.

COSMONT

7292

25'