

CITY COUNCIL MEETING

MARCH 12, 1981

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AGREEMENT
BETWEEN CITY
AND CALIFORNIA
WASTE REMOVAL
SYSTEMS, INC.,
APPROVED

A proposed Agreement between the City and California Waste Removal Systems, Inc., for the improvements of their parcel at 1333 E. Turner Road was presented for Council's approval. Council was apprised that this Agreement basically guarantees all necessary off-site improvements for the parcel at 1333 E. Turner Road through the Assessment District presently in the formative stages, and further guarantees that should the District fail to have sold bonds and awarded construction contracts by July 1, 1981 then California Waste Removal Systems, Inc., will insure the construction of the necessary improvements by itself.

COUNCIL APPROVED AGREEMENT BETWEEN THE CITY OF LODI AND CALIFORNIA WASTE REMOVAL SYSTEMS, INC., FOR THE IMPROVEMENTS OF THEIR PARCEL AT 1333 E. TURNER ROAD AND AUTHORIZED THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.



CITY OF LODI

COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
DATE: March 11, 1981
SUBJECT: Approval of Agreement between City of Lodi and California Waste Removal Systems, Inc.

RECOMMENDED ACTION: That the City Council approve the attached agreement between the City of Lodi and California Waste Removal Systems, Inc. for the improvements of their parcel at 1333 E. Turner Road and authorize the City Manager and City Clerk to execute same for the City.

BACKGROUND INFORMATION: This agreement basically guarantees all necessary offsite improvements for the above parcel through the Assessment District presently in the formative stages, and further guarantees that should the District fail to have sold bonds and awarded construction contracts by July 1, then California Waste Removal Systems, Inc. will insure the construction of the necessary improvements by itself.

Since there is an Assessment District forming, it does not appear reasonable to require a developer to provide the bonds and guarantees necessary for development at a cost which will be duplicated by the district. The agreement has been drawn by the Public Works Department, reviewed by the City Attorney, signed by the other party, and it is recommended that the action necessary for approval and execution by the City be taken.


Jack L. Ronsko
Public Works Director
JLR:jdc

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

DEVELOPMENT AGREEMENT

for the

IMPROVEMENT

of

1333 E. Turner Road

BY ASSESSMENT

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City," and CALIFORNIA WASTE REMOVAL SYSTEMS, INC., hereinafter referred to as "Developer"

RECITALS:

WHEREAS, Developer is the owner of that certain real property known as 1333 E. Turner Road in the City of Lodi, also known as a portion of ASSESSOR PARCEL NO. 049-080-24 and

WHEREAS, Developer has requested issuance of a building permit prior to the construction and completion of improvements required pursuant to Article 5, Chapter 5 of the Lodi City Code, which improvements include all streets, highways or public ways and public utility facilities which are a part of, or appurtenant to, the on-site development, all in accordance with, and as required by, the plans and for all or any of said improvements in, appurtenant to, or outside the limits of development, and

NOW, THEREFORE, in order to insure satisfactory performance by Developer of Developer's obligations pursuant to Article 5, Chapter 5 of the Lodi City Code, the parties agree as follows:

1. Performance of Work by Developer: Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements normal to development within the City of Lodi, as required by City, said items to be constructed or installed as part of an assessment district currently being formed.
2. Building Permit Issuance: Subject to requirements of the Community Development Department, City will approve issuance of a building permit on subject property.
3. Failure of Assessment District to Form: Should the assessment district fail to award the bids or sell the bonds for the work by July 1, 1981, Developer shall by August 1, 1981, pay all required fees, enter into appropriate development agreement, post the necessary insurance and guarantee, and provide all other standard development items for the installation of all necessary improvements.

4. Building Occupancy: The City will not allow occupancy of any building or structure within the development until all off-site development improvements have been approved and accepted by the Public Works Department. If buildings are started prior to acceptance of the development improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said improvements are so accepted.

5. Recording: Both parties agree to the recording of this agreement.

6. Breach of Contract: In the event either party hereto breaches the terms, conditions and covenants of this Agreement, then the party prevailing in any suit to enforce the Agreement or to restrain the breach thereof, shall in addition to any other relief or damages awarded, be entitled to a reasonable attorney's fee and all costs of suit to be set and determined by any court of competent jurisdiction and added to any judgment obtained.

7. Binding Nature of Agreement: This agreement is binding on the heirs, executors, administrators, and assigns of the parties hereto.

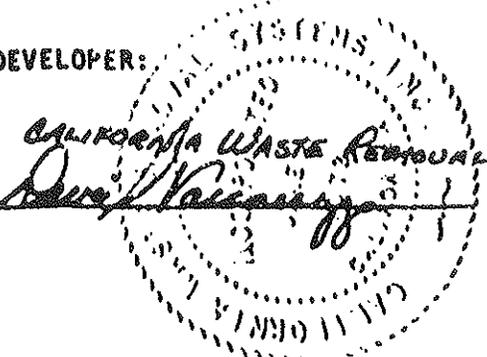
IN WITNESS WHEREOF the parties have executed this Agreement the day and year hereinabove written.

DATED: March 10, 1981

CITY:

DEVELOPER:

City Manager


CALIFORNIA WASTE REMOVAL SYSTEMS INC.

Attest: _____
City Clerk