

RESOLUTION NO. 2002-137

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN ELK GROVE / WEST VINEYARD PUBLIC FACILITIES FINANCING PLAN REIMBURSEMENT AGREEMENT FOR THE DESIGN OF IMPROVEMENTS TO THE INTERSECTION OF VINTAGE PARK DRIVE AND BRADSHAW ROAD

WHEREAS, Chapter 16.82 of the Sacramento County Code and Chapter 16.82 of the Elk Grove Municipal Code provide for the establishment of development fees and special funds; and

WHEREAS, Chapter 16.82.160 of the Sacramento County Code and Chapter 16.82.160 of the Elk Grove Municipal Code authorize the County of Sacramento, a political subdivision of the State of California (the "COUNTY"), and the City of Elk Grove, a municipal corporation (the "CITY"), to enter into reimbursement agreements for the design and/or construction of any roadway facilities, or portions thereof, designated in the Elk Grove / West Vineyard Public Facilities Financing Plan upon application of the property owner; and

WHEREAS, On April 16, 2002, and April 10, 2002, respectively, the Board of Supervisors of the COUNTY and the City Council of the CITY adopted resolutions authorizing the execution of a reimbursement agreement (the "AGREEMENT") with the COUNTY, CITY and H. C. Elliott, Inc., a property owner within the Elk Grove / West Vineyard Public Facilities Financing Plan area, for the design of improvements to the intersection of Vintage Park Drive and Bradshaw Road (the "PROJECT"); and

WHEREAS, subsequent to the execution of said AGREEMENT, the CITY and COUNTY have identified construction support services associated with construction of the PROJECT that are best performed by the design engineer that prepared the design for the PROJECT (ENGINEER); and

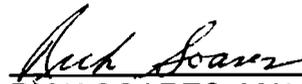
WHEREAS, H. C. Elliott, Inc., has agreed to pay the costs of the ENGINEER to perform these construction support services and has requested reimbursement for these costs; and

WHEREAS, the COUNTY and the CITY desire to authorize an amendment to the AGREEMENT (the "AMENDMENT") to reimburse H. C. Elliott, Inc., for said construction support services.

BE IT RESOLVED AND ORDERED as follows:

1. The above recitals are true and correct and the City Council so finds and determines.
2. The City Council does hereby authorize Mayor to execute an Amendment, in the form attached hereto, on behalf of the CITY with the County of Sacramento, a political subdivision of the State of California, and H. C. Elliott, Inc., a California Corporation, for an Elk Grove / West Vineyard Public Facilities Financing Plan Reimbursement Agreement, and to do and perform everything necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 7th day of August 2002.



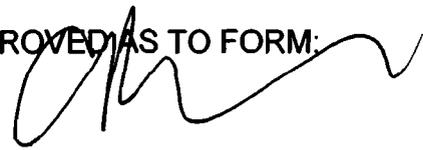
RICK SOARES, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

AYES: Leary, Cooper,
Briggs, Soares
NOES: None
ABSTAIN: None
ABSENT: Scherman

**COUNTY OF SACRAMENTO
CITY OF ELK GROVE**

**ELK GROVE / WEST VINEYARD PUBLIC FACILITIES FINANCING
PLAN**

**AMENDMENT TO REIMBURSEMENT AGREEMENT FOR
THE DESIGN OF IMPROVEMENTS TO THE INTERSECTION OF VINTAGE PARK
DRIVE AND BRADSHAW ROAD**

This amendment is made and entered into this ____ day of _____, 2002, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", the CITY OF ELK GROVE, a municipal corporation, hereinafter referred to as "CITY", and H. C. ELLIOTT, Inc., a California Corporation, hereinafter referred to as "PROPERTY OWNER".

WITNESSETH:

WHEREAS, Chapter 16.82 of the Sacramento County Code and Chapter 16.82 of the Elk Grove Municipal Code provide for the establishment of development fees and special funds; and

WHEREAS, Chapter 16.82.160 of the Sacramento County Code and Chapter 16.82.160 of the Elk Grove Municipal Code authorize the COUNTY and the CITY to enter into reimbursement agreements for the design and/or construction of any roadway facilities, or portions thereof, designated in the Elk Grove / West Vineyard Public Facilities Financing Plan upon application of the PROPERTY OWNER; and

WHEREAS, On April 16, 2002, and April 17, 2002, respectively, the Board of Supervisors of the COUNTY and the City Council of the CITY adopted resolutions authorizing the execution of a reimbursement agreement (the "AGREEMENT") with the COUNTY, CITY and PROPERTY OWNER for the design of improvements to the intersection of Vintage Park Drive and Bradshaw Road (the "PROJECT"); and

WHEREAS, subsequent to the execution of said AGREEMENT, the CITY and COUNTY have identified construction support services associated with construction of the PROJECT that are best performed by the design engineer that prepared the design for the PROJECT (ENGINEER); and

WHEREAS, PROPERTY OWNER has agreed to pay the costs of the ENGINEER to perform these construction support services and has requested reimbursement for these costs; an

WHEREAS, the COUNTY and the CITY desire to authorize an amendment to the AGREEMENT (the "AMENDMENT") to reimburse PROPERTY OWNER for said construction support services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, COUNTY and PROPERTY OWNER agree as follows:

Section 1. Section 1a is hereby added to the AGREEMENT to read as follows:

"1a. CONSTRUCTION SUPPORT SERVICES

COUNTY and CITY agree to provide reimbursement of funds to PROPERTY OWNER for construction support services associated with the PROJECT, as described in Exhibit C attached hereto and incorporated herein, subject to the terms of this AGREEMENT."

Section 2. Section 11a is hereby added to the AGREEMENT to read as follows:

"11a. REIMBURSEMENT FOR CONSTRUCTION SUPPORT SERVICES

For items detailed in Section 1a, COUNTY and CITY agree to reimburse PROPERTY OWNER an amount not to exceed \$15,000, subject to the following conditions:

- (A) The construction support services shall be done in accordance with the applicable sections of California law, including but not limited to the California Public Contracts Code and Labor Code.
- (B) The construction support services must be in compliance with the COUNTY's Improvement Standards approved by the COUNTY Department of Transportation.
- (C) Reimbursement shall be based upon the cost of the services as evidenced by invoices and shall not exceed the amount identified in Exhibit "C".
- (D) Prior to reimbursement, PROPERTY OWNER must provide a copy of all invoices for the construction support services and proof that the ENGINEER that performed the construction support services has been paid.
- (E) Reimbursement shall be made no later than 60 days after the PROJECT has been accepted by the COUNTY and the PROPERTY OWNER has provided the items identified in this section.
- (F) Upon payment of the reimbursement described herein, any product from the construction support services, which are the subject of this AMENDMENT, shall become the property of the COUNTY."

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Section 3. In all other respects, and except as herein expressly modified, the AGREEMENT remains unchanged and are in full force and effect.

COUNTY: COUNTY OF SACRAMENTO, a political subdivision of the State of California

By: _____
Warren H. Harada, Administrator
Public Works Agency

APPROVED AS TO FORM:

Holly Gilchrist
Deputy County Counsel

CITY: CITY OF ELK GROVE, a municipal corporation

By: _____
Rick Soares, Mayor of the City of Elk Grove

APPROVED AS TO FORM:

Anthony B. Manzanetti
City Attorney

PROPERTY OWNER: H. C. Elliott, Inc., a California Corporation

By: _____

Name: _____ Harry C. Elliott III _____

Title: _____ President _____

EXHIBIT A-TO AMENDED AGREEMENT

Exhibit C - CONSTRUCTION SUPPORT SERVICES

BIDDING ASSISTANCE

The Consultant or its designee shall provide assistance, as required by the County of Sacramento (the "County"), to the County during bidding of the project. The work may include, but is not limited to, answering questions from prospective bidders, assisting the County in preparation of addenda to the Plan, Specifications, and Estimates (PS&E) during the advertisement period, attending bid opening and providing ongoing consultation and interpretation to the County of the construction documents.

CONSTRUCTION ASSISTANCE

The Consultant shall provide assistance, as required by the County, to the County or Construction Contractor during the construction phase of the project. The work may include, but is not limited to, attending construction meetings, answering questions concerning the design, assisting the County or Contractor in furnishing construction surveying, miscellaneous coordination and provide on-going consultation and interpretation of construction documents.

PLAN REVISIONS/AS-BUILTS

The Consultant shall provide assistance, as required by the County, to the County for plan and specification revisions for the project that result from unforeseen field conditions that are not legitimately an error or omission from the original design. The Consultant shall provide assistance, as required by the County, to the County for preparation of the final As-built drawings in electronic format for County archiving. A marked up set of completed plans shall be provided to the Consultant for drafting.

Estimated Cost of Services Not to Exceed \$15,000