

RESOLUTION NO. 2000-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE AUTHORIZING THE EXECUTION OF AN ELK GROVE / WEST VINEYARD PUBLIC FACILITIES FINANCING PLAN REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF A PORTION OF BOND ROAD ADJACENT TO ELK GROVE CROSSING

WHEREAS, Chapter 16.82 of the Sacramento County Code (SCC) provides for the establishment of development fees, special funds, and reimbursement agreements between the County of Sacramento, a political subdivision of the State of California (the "COUNTY"), and Elk Grove / West Vineyard Public Facilities Financing Plan area property owners; and

WHEREAS, Ordinance No. 2000-14A of the City of Elk Grove, a municipal corporation (the "CITY"), states that certain COUNTY Ordinances, including Chapter 16.82 of the SCC, as adopted by the City Council (the "COUNCIL") of the CITY on July 1, 2000 and as they may have been subsequently amended and or repealed in part or whole since then shall remain in full force and effect as CITY Ordinances until the CITY COUNCIL has enacted ordinances superseding them; and

WHEREAS, Bond Waterman 199 Partners, a property owner within the Elk Grove / West Vineyard Public Facilities Financing Plan area, constructed a portion of Bond Road adjacent to Elk Grove Crossing Subdivision; and

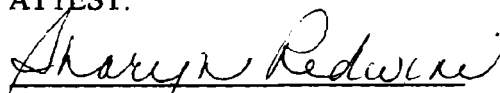
WHEREAS, COUNTY desires to reimburse Bond Waterman 199 Partners for the construction.

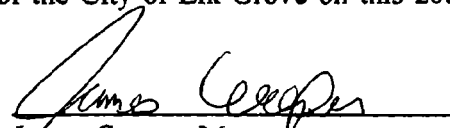
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELK GROVE RESOLVES AS FOLLOWS:

The City Council does hereby authorize Mayor James Cooper to execute an Agreement, in the form attached hereto, on behalf of the CITY with the County of Sacramento, a political subdivision of the State of California, and Bond Waterman 199 Partners, a California Limited Partnership, 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 20th day of December 2000.

ATTEST:


Sharyn Redwine, Interim City Clerk


James Cooper, Mayor

AYES: **COUNCIL MEMBERS:** Sophia Scherman
Michael Leary
Rick Soares
James Cooper

ABSENT: COUNCIL MEMBERS: Dan Briggs

Charyn R. Redwine
Interim City Clerk and Clerk of the Council
of the City of Elk Grove

**COUNTY OF SACRAMENTO
CITY OF ELK GROVE**

ELK GROVE / WEST VINEYARD PUBLIC FACILITIES FINANCING PLAN

**REIMBURSEMENT AGREEMENT FOR
THE CONSTRUCTION OF A PORTION OF BOND ROAD
ADJACENT TO ELK GROVE CROSSING**

This agreement is made and entered into this 20th day of December, 2001, 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 Bond Waterman 199 Partners, a California Limited Partnership, hereinafter referred to as "PROPERTY OWNER".

WITNESSETH:

WHEREAS, Chapter 16.82 of the Sacramento County Code (SCC) established development fees and special funds within the Elk Grove/West Vineyard Public Facilities Financing Plan (the "FINANCING PLAN") Area including the East Elk Grove Specific Plan area; and

WHEREAS, on July 1, 2000, the City Council (the "COUNCIL") of the CITY adopted Ordinance No. 2000-1 thereby adopting the Sacramento County Code, including Chapter 16.82, which establishes development fees and special funds within the FINANCING PLAN Area including the portion within the CITY that includes the East Elk Grove Specific Plan area, which ordinance expired by its terms on October 28, 2000; and

WHEREAS, on October 25, 2000, the COUNCIL of the CITY adopted the Ordinance No. 2000-14A, thereby stating certain COUNTY Ordinances, including Chapter 16.82 (the "ORDINANCE"), as adopted by the CITY COUNCIL on July 1, 2000 and as they

may have been subsequently amended and or repealed in part or whole since then shall remain in full force and effect as CITY Ordinances until the CITY COUNCIL has enacted ordinances superseding them; and

WHEREAS, SCC Chapter 16.82.160 authorizes the COUNTY, and the ORDINANCE authorizes the CITY, to enter into reimbursement agreements for the construction of any roadway facilities, or portions thereof, designated in the FINANCING PLAN upon application of the PROPERTY OWNER; and

WHEREAS, PROPERTY OWNER constructed and has applied for reimbursement of the cost of constructing a portion of Bond Road adjacent to Elk Grove Crossing ("PROJECT"); and

WHEREAS, the PROJECT is scheduled to be funded in fiscal years 1999/2000 and 2000/2001 in the FINANCING PLAN.

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

I. PROJECT SCOPE

COUNTY and CITY agree to provide reimbursement of funds to PROPERTY OWNER for the construction of a portion of Bond Road adjacent to Elk Grove Crossing subject to the terms of this Agreement.

II. REIMBURSEMENT

For items detailed in PROJECT SCOPE, COUNTY and CITY agree to reimburse PROPERTY OWNER, subject to the following conditions:

- (A) The design and construction of the PROJECT shall be done in accordance with the applicable sections of California law, including but not limited to the California Public Contracts Code.

- (B) The construction of the PROJECT must be accepted by the City prior to reimbursement being made.
- (C) Reimbursement shall be made on the basis of the unit quantities and prices contained in Exhibit "A" of this Agreement and shall not exceed the amounts per line item contained in Exhibit "A".
- (D) \$213,400 shall be reimbursed within sixty (60) days following execution of this Agreement and of PROPERTY OWNER providing evidence that the PROJECT is accepted by the CITY.
- (E) \$67,067 shall be reimbursed no earlier than June 1, 2001 and subject to the conditions set forth in this Section. If reimbursement is not made as of June 30, 2001 after all conditions set forth in this Section are met, the balance due will earn interest at the COUNTY Treasury Pool Rate until paid.

III. LIMITATIONS

(A) Neither the General Funds of the COUNTY or CITY, nor any other fund of COUNTY or CITY, except the Elk Grove/West Vineyard East Elk Grove Roadway Fund ("FUND") designated by this Agreement, shall be liable for payment of any obligations arising from this Agreement. The credit or taxing power of the COUNTY and CITY is not pledged for the payment of any obligations arising from this Agreement. PROPERTY OWNER shall not compel the exercise of COUNTY'S or CITY'S taxing power or police power, or the forfeiture of any COUNTY or CITY property to satisfy any obligations arising from this Agreement. The obligations arising from this Agreement are not a debt of the COUNTY or CITY, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the revenues of the Elk Grove/West Vineyard East Elk Grove Roadway Fund arising from the fees or charges transferred to the FUND.

(B) No reimbursement shall be made for any cost not listed in Exhibit "A" except for any additional cost agreed by the parties pursuant to Paragraph IV.

IV. AMENDMENTS

Amendments or modifications to this agreement shall be in writing and executed by all parties.

V. TERMINATION UPON REIMBURSEMENT

This Agreement shall terminate when the COUNTY and CITY have fully reimbursed PROPERTY OWNER. PROPERTY OWNER shall then provide COUNTY with receipt acknowledging full payment.

VI. MISCELLANEOUS PROVISIONS

(A) Reimbursement payments, correspondence, demands, notice, or other communication between parties shall be sufficiently given if dispatched by postage prepaid first class as follows:

PROPERTY OWNER: BOND WATERMAN 199 PARTNERS
2277 Fair Oaks Boulevard, Suite 295
Sacramento, CA 95825
ATTENTION: JACK A. SIOUKAS

COUNTY: DEPARTMENT OF PUBLIC WORKS ADMINISTRATION
County of Sacramento
827 Seventh Street, Room 304
Sacramento, CA 95814
ATTENTION: MAUREEN E. ZAMARRIPA, MANAGER

CITY: DEPARTMENT OF PUBLIC WORKS
City of Elk Grove
P.O. Box 1776
Elk Grove, CA 95759
ATTENTION: Public Works Director

If a change of address occurs, or the rights herein are assigned, the transferee shall give notice to the other parties of any change of address.

(B) This Agreement and Exhibit "A" constitute the entire Agreement and understanding between the COUNTY, CITY and PROPERTY OWNER concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed as of the day and year first written above.

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

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

CITY: CITY OF ELK GROVE, a municipal corporation

By: _____
James Cooper, Mayor of Elk Grove

PROPERTY OWNER: BOND WATERMAN 199 PARTNERS, a California Limited Partnership

By: JAS Developments, Inc., a California Corporation,
Its General Partner

By: _____
Jack A. Sioukas, President

APPROVED AS TO FORM:

Holly Gilchrist
Deputy County Counsel

Anthony Manzanetti
City Attorney

p-f&sp\Elk Grove\West Vineyard\Reimb Agmt w_Bond Waterman 199 Partners - Bond Rd Adjacent to E G Crossing (E G Crossing)

EXHIBIT "A"

ELK GROVE / WEST VINEYARD
PUBLIC FACILITIES FINANCING PLAN EAST ELK GROVE ROADWAY CAPITAL IMPROVEMENT PROGRAM

CONSTRUCTION REIMBURSEMENT WORKSHEET (1)
PER FOOT COST FOR ARTERIAL FROTAGE AT CHANNEL CORSSINGS

C.I.P. BUDGET YEAR:	<u>1999/2000</u>	REVISED BY:	<u>Susan Goetz</u>
SUBMITTED BY:	<u>Gerry Kamilos</u>		
SUBDIV. / PROJ. NAME	<u>Elk Grove Crossing Unit I</u>	REVISED:	<u>09/27/00</u>
ROADWAY PROJECT:	<u>Bond Road - Adjacent to E.G. Crossing (Curb lane along O.S.)</u>	PRINTED:	<u>12/14/00</u>
LIMITS OF PROJECT:	<u>Sta 141+00 to Sta 143+00</u>	PROJECT ID:	<u>Project S6</u>

CONSTRUCTION COST:						
DESCRIPTION	LENGTH	WIDTH	QUANTITY	UNIT	UNIT PRICE	COST
7. Storm Drainage	200		200	L.F.	\$67.00	\$13,400.00
TOTAL ELIGIBLE FOR REIMBURSEMENT 1999/2000						\$13,400

EXHIBIT "A"

ELK GROVE / WEST VINEYARD
PUBLIC FACILITIES FINANCING PLAN EAST ELK GROVE ROADWAY CAPITAL IMPROVEMENT PROGRAM

CONSTRUCTION REIMBURSEMENT WORKSHEET (2)
TYPICAL FOUR LANE ROAD (84 FT.) WITH LANDSCAPED MEDIAN

C.I.P. BUDGET YEAR:	1999/2000 & 2000/2001	REVISED BY: Susan Goetz
SUBMITTED BY:	Gerry Kamilos	
SUBDIV. / PROJ. NAME	Elk Grove Crossing Unit I	REVISED: 09/27/00
ROADWAY PROJECT:	Bond Road - Adjacent to E. G. Crossing	PRINTED: 12/14/00
LIMITS OF PROJECT:	Sta 139+35.74 to Sta 165+78.01	PROJECT ID: Project S5

CONSTRUCTION COST:						
DESCRIPTION	LENGTH	WIDTH	QUANTITY	UNIT	UNIT PRICE	COST
1. Clearing & Grubbing	2,642	12	31,707	S. F.	\$0.10	\$3,170.72
2. Pavement Removal	2,642	9	23,780	S. F.	\$1.50	\$35,670.65
3. Roadway Excavation	2,642	16	42,276	S. F.	\$0.98	\$41,430.79
4. Aggregate Base	2,642	16	42,276	S. F.	\$1.70	\$71,869.74
5. Asphalt Concrete	2,642	16	42,276	S. F.	\$0.83	\$35,089.35
6. Signing & Striping				L.F.	\$4.00	\$0.00
7. Storm Drainage	2,642		2,642	L.F.	\$10.00	\$26,422.70
8. Traffic Sig. Interconnect				L.F.	\$7.00	\$0.00
9. Type 4 Median Curb				L.F.	\$4.50	\$0.00
10. Median Landscaping				L.F.	\$3.25	\$0.00
SUBTOTAL						\$213,653.95
ENGINEERING (25 %) (Note 2)						\$53,413.49
TOTAL CONSTRUCTION COST						\$267,067.44
TOTAL ELIGIBLE FOR REIMBURSEMENT 1999/2000						\$200,000
TOTAL ELIGIBLE FOR REIMBURSEMENT 2000/2001						\$67,067

- 1 OUTSIDE 11 FT. OF PAVEMENT AND IMPROVEMENTS ARE ADJACENT OWNER'S RESPONSIBILITY.
- 2 25% ENGINEERING COST INCLUDES: INSPECTION, MATERIALS TESTING, ENGINEERING DESIGN & CONSTRUCTION SURVEY.

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PUBLIC FACILITIES FINANCING PLAN EAST ELK GROVE ROADWAY CAPITAL IMPROVEMENT PROGRAM

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SUBMITTED BY:	Gerry Kamilos		
SUBDIV. / PROJ. NAME	Elk Grove Crossing Unit I	REVISED:	09/27/00
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COUNTY OF SACRAMENTO

RESOLUTION NO.

ELK GROVE / WEST VINEYARD PUBLIC FACILITIES FINANCING PLAN

REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF A PORTION OF BOND ROAD ADJACENT TO ELK GROVE CROSSING

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WHEREAS, Ordinance No. 2000-14A of the City of Elk Grove, a municipal corporation (the "CITY"), states that certain COUNTY Ordinances, including Chapter 16.82 of the SCC, as adopted by the City Council (the "COUNCIL") of the CITY on July 1, 2000 and as they may have been subsequently amended and or repealed in part or whole since then shall remain in full force and effect as CITY Ordinances until the CITY COUNCIL has enacted ordinances superseding them; and

WHEREAS, Bond Waterman 199 Partners, a property owner within the Elk Grove / West Vineyard Public Facilities Financing Plan area, constructed a portion of Bond Road adjacent to Elk Grove Crossing Subdivision; and

WHEREAS, COUNTY desires to reimburse Bond Waterman 199 Partners for the construction.

NOW, THEREFORE, be it resolved and ordered that the Administrator of the Public Works Agency be and is hereby authorized and directed to execute an Agreement, in the form attached hereto, on behalf of the COUNTY with the City, a municipal corporation, and Bond Waterman 199 Partners, a California Limited Partnership, 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.

ON A MOTION by Supervisor _____, seconded by Supervisor _____, the foregoing resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this ____ day of _____, 2001, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

Chair of the Board of Supervisors
of Sacramento County, California

ATTEST:

Clerk of the Board of Supervisors

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