

RESOLUTION NO. 2002-121

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 BRADSHAW ROAD ASSOCIATED WITH TRIBUTARY POINTE UNIT NO. D

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, Bond Road, LLC, a property owner within the Elk Grove / West Vineyard Public Facilities Financing Plan area, is constructing of a portion of Bradshaw Road and has applied for reimbursement for said improvement, associated with Tributary Pointe Unit No. D; and

WHEREAS, the COUNTY and the CITY desire to reimburse Bond Road, LLC for said improvement.


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 Michael P. Leary 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 Road, LLC, a Limited Liability Company, 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 17th day of July 2002.


MICHAEL P. LEARY, MAYOR
CITY OF ELK GROVE

ATTEST:

PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:

ANTHONY B. MANZANETTI,
CITY ATTORNEY

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

**COUNTY OF SACRAMENTO
CITY OF ELK GROVE**

ELK GROVE / WEST VINEYARD PUBLIC FACILITIES FINANCING PLAN

**REIMBURSEMENT AGREEMENT FOR
THE CONSTRUCTION OF A PORTION OF BRADSHAW ROAD
WEST PORTION ADJACENT TO ELK GROVE CROSSING
ASSOCIATED WITH TRIBUTARY POINTE UNIT NO. D**

This agreement 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 BOND ROAD, LLC, a Limited Liability Company, 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 established development fees and special funds within the Elk Grove/West Vineyard Public Facilities Financing Plan (the "FINANCING PLAN") Area; 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 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, is constructing and has applied for reimbursement of a portion of Bradshaw Road, as detailed in PROJECT SCOPE, in compliance with the CITY's Improvement Standards; and

WHEREAS, the portion of Bradshaw Road, as detailed in PROJECT SCOPE, is scheduled to be funded in fiscal year 2003/2004 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 Bradshaw Road, west portion adjacent to Elk Grove Crossing, associated with Tributary Pointe Unit No. D, at the location shown on Exhibit "A", attached hereto and incorporated herein by this reference (the "PROJECT"), subject to the terms of this Agreement.

II. REIMBURSEMENT

For the construction of the PROJECT, COUNTY and CITY agree to reimburse PROPERTY OWNER an amount not to exceed \$28,399.80 unless said amounts are increased pursuant to Paragraph IV of this Agreement, 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 and Labor Code.
- (B) The construction of the PROJECT must be accepted by the Construction Management Division of the CITY's Public Works Agency prior to reimbursement being made.
- (C) Reimbursement shall be made on the basis of the unit quantities and prices contained in Exhibit "B" of this Agreement, and shall not exceed the amounts per line item contained in Exhibit "B".
- (D) Reimbursement shall be made no earlier than June 1, 2004 and subject to the conditions set forth in this Section. If reimbursement is not made as of June 30, 2004 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 "B" 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 has fully reimbursed PROPERTY OWNER. PROPERTY OWNER shall then provide COUNTY with a 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:

COUNTY: County of Sacramento
Department of County Engineering and Administration
Attn: Susan Goetz, Senior Civil Engineer
827 - 7th Street, Room 304
Sacramento, CA 95814

CITY: City of Elk Grove
Public Works Department
Attn: Public Works Director
8400 Laguna Palms Way
Elk Grove, CA 95758

PROPERTY OWNER: Bond Road, LLC
c/o Brian S. Kesler, Project Manager
Dunmore Homes
2150 Professional Drive, Suite 150
Roseville, CA 95661

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, Exhibit "A", and Exhibit "B" 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

APPROVED AS TO FORM:

Holly Gilchrist
Deputy County Counsel

CITY: CITY OF ELK GROVE, a municipal corporation

By: _____
Michael Leary, Mayor of Elk Grove

APPROVED AS TO FORM:

Anthony Manzanetti
City Attorney

PROPERTY OWNER: BOND ROAD, LLC, a Limited Liability Company

By: _____

Name: Sidney B. Dunmore

Title: Owner

EXHIBIT A

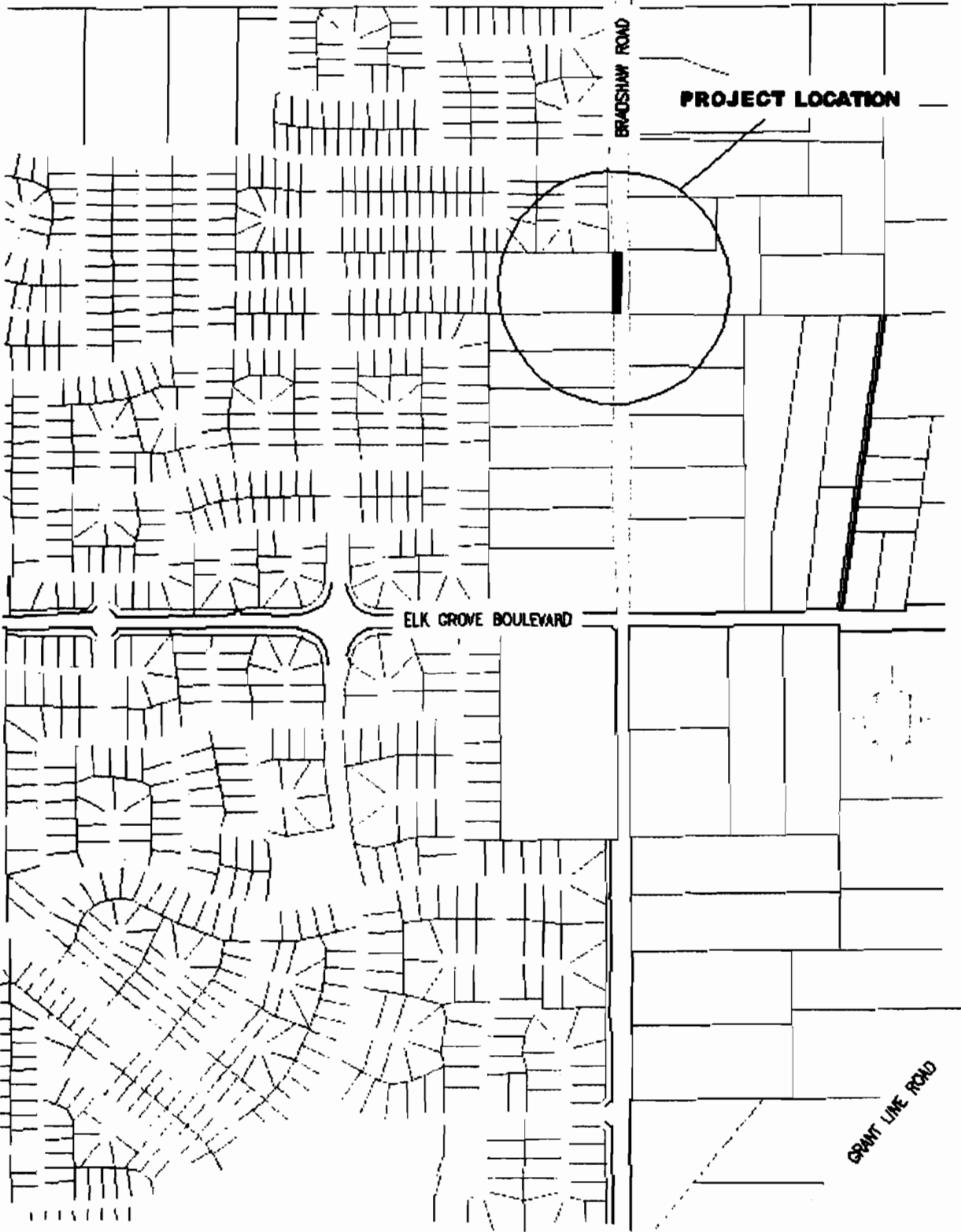


EXHIBIT "B"

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

CONSTRUCTION REIMBURSEMENT WORKSHEET

For Tributary Pointe Unit No. D

TYPICAL FOUR LANE ROAD (84 FT.) WITHOUT LANDSCAPED MEDIAN

C.I.P. BUDGET YEAR:	<u>2003/2004</u>	REVISED BY:	<u>Susan Goetz</u>
SUBMITTED BY:	<u>Dunmore Homes</u>		
SUBDIV. / PROJ. NAME	<u>Tributary Pointe Unit No. D</u>	REVISED:	<u>01/29/02</u>
ROADWAY PROJECT :	<u>Bradshaw Road - West Portion Adjacent to E. G. Crossing</u>	PRINTED:	<u>02/26/02</u>
LIMITS OF PROJECT :	<u>Sta 7+36.05 to Sta 10+00.00</u>	PROJECT ID:	<u>Prject S12</u>

CONSTRUCTION COST :

DESCRIPTION	LENGTH	WIDTH	QUANTITY	UNIT	UNIT PRICE	COST
1. Clearing & Grubbing	264	12	3,168	S. F.	\$0.11	\$348.48
2. Pavement Removal	264	9	2,376	S. F.	\$1.61	\$3,825.36
3. Roadway Excavation	264	16	4,224	S. F.	\$1.05	\$4,435.20
4. Aggregate Base	264	16	4,224	S. F.	\$1.78	\$7,518.72
5. Asphalt Concrete	264	16	4,224	S. F.	\$0.89	\$3,759.36
6. Signing & Striping				L.F.	\$4.29	\$0.00
7. Storm Drainage	264		264	L.F.	\$10.73	\$2,832.72
8. Traffic Sig. Interconnect				L.F.	\$7.51	\$0.00
SUBTOTAL						\$22,719.84
ENGINEERING (25 %) (Note 2)						\$5,679.96
TOTAL CONSTRUCTION COST						\$28,399.80

- 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.