

RESOLUTION NO. 2001-13

**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
MODIFICATION OF THE TRAFFIC SIGNAL AT
ELK GROVE-FLORIN ROAD AND BLACK KITE DRIVE / HERITAGE HILL DRIVE**

WHEREAS, Chapter 16.82 of the Elk Grove Municipal Code (SCC) provides for the establishment of development fees to finance the cost of public facilities within the Elk Grove / West Vineyard Public Facilities Financing Plan Area; and

WHEREAS, D.R. Horton, Inc. – Sacramento, a property owner within the Elk Grove / West Vineyard Public Facilities Financing Plan area, modified the traffic signal at Elk Grove-Florin Road and Black Kite Drive / Heritage Hill Drive, associated with Shadowbrook Unit No. 1; and

WHEREAS, CITY and COUNTY desire to reimburse D. R. Horton, Inc. – Sacramento for the construction;

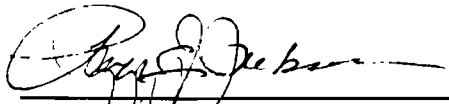
NOW, THEREFORE, the CITY COUNCIL OF THE CITY OF ELK GROVE RESOLVES AS FOLLOWS:

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 D.R. Horton, Inc. – Sacramento, 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 21st day of March 2001.


JAMES COOPER, MAYOR of the

ATTEST:


PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:


ANTHONY MANZANETTI
CITY ATTORNEY

AYES:	Briggs, Cooper, Leary, Scherman, 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 MODIFICATION OF THE TRAFFIC SIGNAL AT
ELK GROVE - FLORIN ROAD AND BLACK KITE DRIVE (HERITAGE HILL DRIVE)
ASSOCIATED WITH SHADOWBROOK UNIT NO. 1**

This agreement is made and entered into this ____ day of _____, 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 D.R. Horton, Inc. - Sacramento, a California Corporation, 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; 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, 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 is constructing and has applied for reimbursement of the cost for the modification of the traffic signal at Elk Grove - Florin Road and Black Kite Drive (Heritage Hill Drive) associated with Shadowbrook Unit No. 1 ("PROJECT") at the location shown on Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, the PROJECT is scheduled to be funded in fiscal year 1999/2000 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 modification of the traffic signal at Elk Grove - Florin Road and Black Kite Drive (Heritage Hill Drive) associated with Shadowbrook Unit No. 1 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) Reimbursement shall be made on the basis of the unit quantities and prices contained in Exhibit "B" of this Agreement, attached hereto and incorporated herein by this reference, and shall not exceed the limit contained in Exhibit "B".
- (C) Reimbursement shall be made within sixty (60) days following execution of this Agreement and of PROPERTY OWNER providing evidence to the COUNTY that the construction of the PROJECT is accepted by the CITY.

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 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 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 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: D.R. HORTON INC. - SACRAMENTO
4401 Hazel Avenue, Suite 135
Fair Oaks, CA 95628
ATTENTION: TOM HARDING, DIVISION MANAGER

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, 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: _____
James Cooper, Mayor of Elk Grove

APPROVED AS TO FORM:

Anthony Manzanetti
City Attorney

PROPERTY OWNER: D.R. HORTON INC. - SACRAMENTO, a California Corporation

By: _____
Tom Harding, Division Manager

p-f&sp\Elk Grove\West Vineyard\Reimb. Agmt w_D R Horton Inc - E G-Florin Rd Traffic Signal @ Black Kite (Sheldon to Calvine)

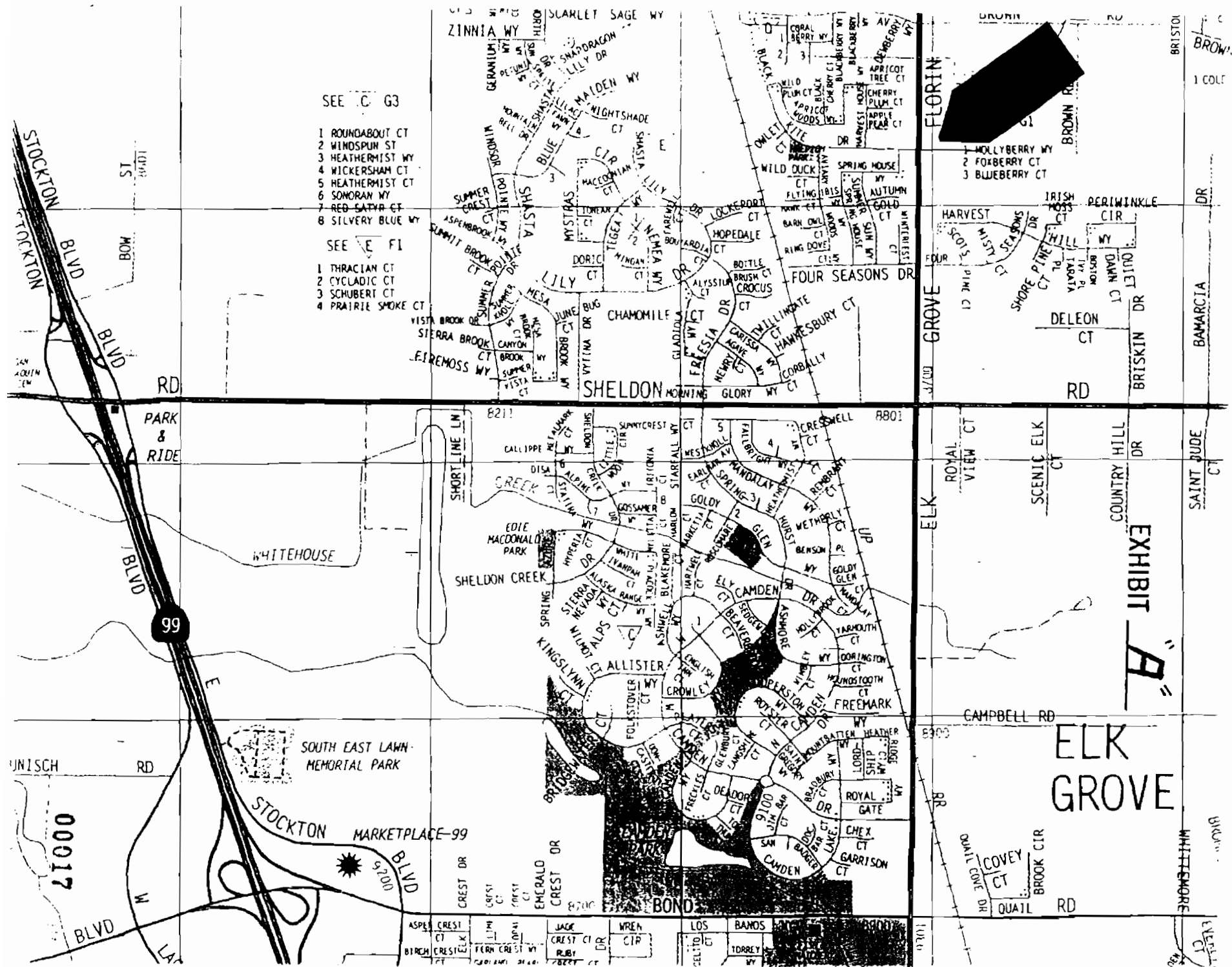


EXHIBIT "B"

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

CONSTRUCTION REIMBURSEMENT WORKSHEET**TRAFFIC SIGNAL MODIFICATION**

C.I.P. BUDGET YEAR:	1999/2000	REVISED BY:	Susan Goetz
SUBMITTED BY:	Don Davis		
SUBDIV. / PROJ. NAME	Shadowbrook Unit No. 1	REVISED:	01/12/01
ROADWAY PROJECT:	Elk Grove-Florin Road: Sheldon to Calvine	PRINTED:	01/19/01
LIMITS OF PROJECT:		PROJECT ID:	Project C7

CONSTRUCTION COST :	
DESCRIPTION	COST
3. Roadway Excavation	\$382.80
4. Aggregate Base	\$3,830.40
5. Asphalt Concrete	\$3,143.74
8. Traffic Sig. Modification	\$52,602.00
9. Type 2 Curb & Gutter	\$552.00
10. Sidewalk	\$735.00
SUBTOTAL	\$61,245.94
ENGINEERING & CONTINGENCY (Note 2)	\$13,740.18
TOTAL CONSTRUCTION COST	\$74,986.12
TOTAL ELIGIBLE FOR REIMBURSEMENT IN ROADWAY CIP	\$70,000

- 1 OUTSIDE 11 FT. OF PAVEMENT AND IMPROVEMENTS ARE ADJACENT OWNER'S RESPONSIBILITY.
- 2 ENGINEERING & CONTINGENCY INCLUDES: BOND PREMIUM, ROW COST, FENCE REPAIR, SLURRY SEAL, & ENGINEERING

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