

RESOLUTION NO. 2002-42

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 WATERMAN ROAD FROM ONE MILE SOUTH OF GERBER ROAD TO 2,640 FEET SOUTH OF GERBER ROAD ASSOCIATED WITH CHURCHILL DOWNS UNIT NO. 2A AND 2C

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by the City Council (the "COUNCIL") of the CITY on July 1, 2000 and as they may have been subsequently amended and or repealed in part or whole since then shall remain in full force and effect as CITY Ordinances until the CITY COUNCIL has enacted ordinances superseding them; and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, H. C. Elliott, Inc., a property owner within the Elk Grove / West Vineyard Public Facilities Financing Plan area, constructed a portion of Waterman Road from one mile south of Gerber Road to 2,640 feet south of Gerber Road, associated with Churchill Downs Unit No. 2A and 2C; and

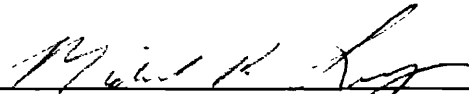
WHEREAS, CITY and COUNTY desire to reimburse H. C. Elliott, Inc. for the construction.

BE IT RESOLVED AND ORDERED as follows:


1. The above recitals are true and correct and the 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 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 March 2002.



MICHAEL P. LEARY, MAYOR
CITY OF ELK GROVE

ATTEST:


PEGGY JACKSON, CITY CLERK

APPROVED AS TO FORM:


ANTHONY MANZANETTI,
CITY ATTORNEY

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

COUNTY OF SACRAMENTO

ELK GROVE / WEST VINEYARD PUBLIC FACILITIES FINANCING PLAN

REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF A PORTION OF WATERMAN ROAD FROM ONE MILE SOUTH OF GERBER ROAD TO 2,640 FEET SOUTH OF GERBER ROAD ASSOCIATED WITH CHURCHILL DOWNS UNIT NO. 2A AND 2C

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 H. C. ELLIOTT, Inc., 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 (the "ORDINANCE"), thereby stating certain COUNTY Ordinances, including Chapter 16.82, 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 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, has constructed and has applied for reimbursement of a portion of Waterman Road from one mile south of Gerber Road to 2,640 feet south of Gerber Road associated with Churchill Downs Unit Nos. 2A and 2C (the "PROJECT") in compliance with the COUNTY's Improvement Standards 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 2005/2006 in the FINANCING PLAN.

NOW, THEREFORE, in consideration of the mutual promises contained herein, COUNTY 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 Waterman Road from one mile south of Gerber Road to 2,640 feet south of Gerber Road associated with Churchill Downs Unit Nos. 2A & 2C subject to the terms of this Agreement.

II. REIMBURSEMENT

For items detailed in PROJECT SCOPE, COUNTY and CITY agree to reimburse PROPERTY OWNER an amount not to exceed \$196,707.88 for Churchill Downs Unit No.

2A and \$145,272.50 for Churchill Downs Unit No. 2C 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.
- (B) The construction of the PROJECT must be accepted by the Construction Management Division of the 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 for both Churchill Downs Unit Nos. 2A and 2C, and shall not exceed the amounts per line item contained in Exhibit "B".
- (D) Reimbursement shall be made no earlier than June 1, 2006 and subject to the conditions set forth in this Section. If reimbursement is not made as of June 30, 2006 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 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 has 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:

COUNTY: County of Sacramento
Department of County Engineering and Administration
Attn: Robert Davison, 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: H. C. Elliott, Inc.
Attn: Russ Davis
2390 E. Bidwell Street
Folsom, CA 95630

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

By: _____

Name: _____
Harry C. Elliott III

Title: _____
President

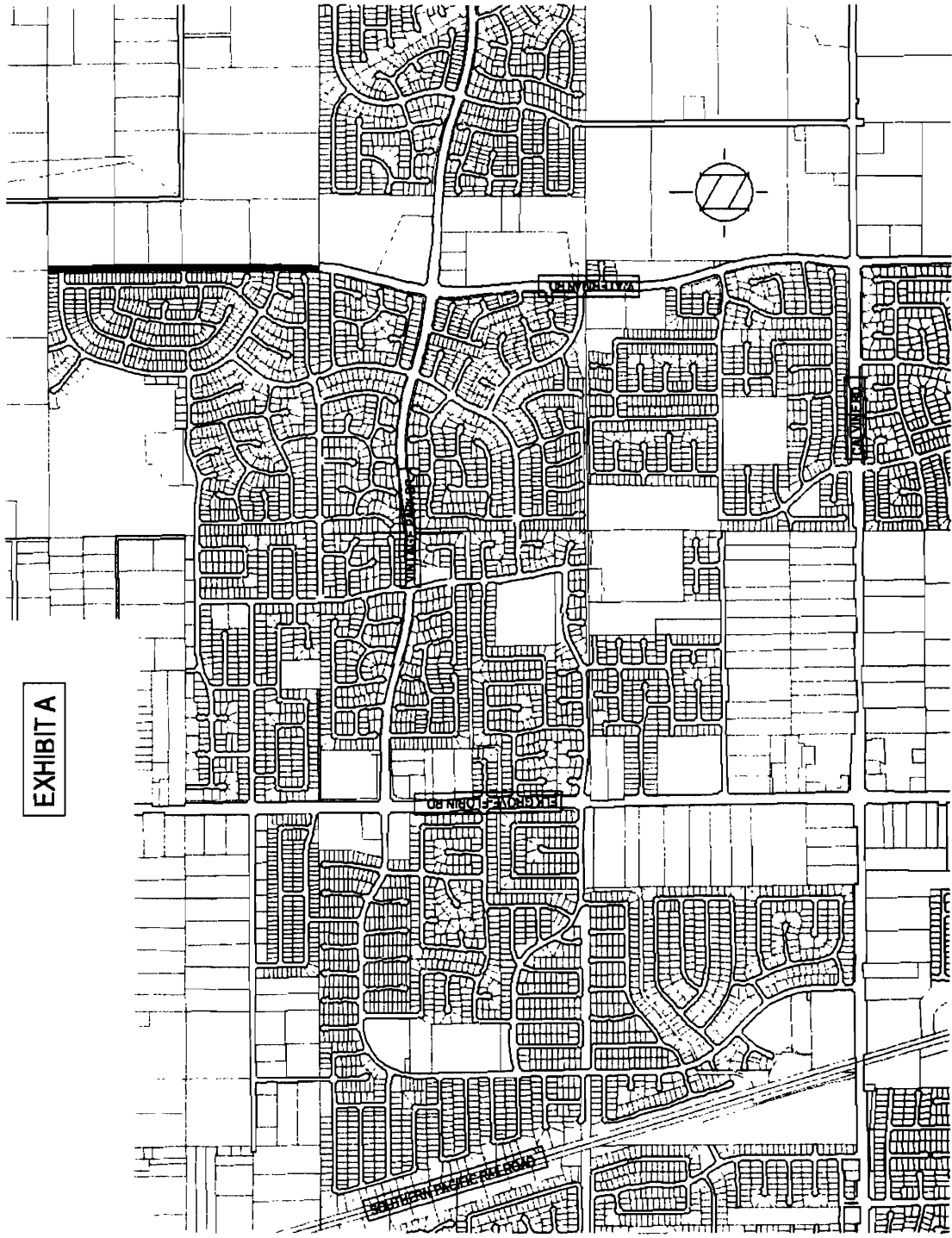


EXHIBIT A

— LOCATION OF ROADWAY FACILITIES CONSTRUCTED

EXHIBIT "B"

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

CONSTRUCTION REIMBURSEMENT WORKSHEET (1)

For Churchill Downs Unit No. 2A

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

C.I.P. BUDGET YEAR:	<u>2005/2006</u>	REVISED BY:	<u>Susan Goetz</u>
SUBMITTED BY:	<u>Murray Smith</u>		
SUBDIV. / PROJ. NAME	<u>Churchill Downs Unit No. 2A</u>	REVISED:	<u>10/29/01</u>
ROADWAY PROJECT :	<u>Waterman Road - 1 Mile s/o Gerber to 2,640' s/o Gerber</u>	PRINTED:	<u>02/25/02</u>
LIMITS OF PROJECT :	<u>Sta 26+76.66 to Sta 39+95.00</u>	PROJECT ID:	<u>Project S54</u>

CONSTRUCTION COST :

DESCRIPTION	LENGTH	WIDTH	QUANTITY	UNIT	UNIT PRICE	COST
1. Clearing & Grubbing	1,318	Varies	47,270	S. F.	\$0.10	\$4,727.00
2. Pavement Removal				S. F.	\$1.50	\$0.00
3. Roadway Excavation	1,318	Varies	40,190	S. F.	\$0.98	\$39,386.20
4. Aggregate Base	1,318	Varies	40,190	S. F.	\$1.66	\$66,715.40
5. Asphalt Concrete	1,318	Varies	40,190	S. F.	\$0.83	\$33,357.70
6. Signing & Striping				L.F.	\$4.00	\$0.00
7. Storm Drainage	1,318		1,318	L.F.	\$10.00	\$13,180.00
8. Traffic Sig. Interconnect				L.F.	\$7.00	\$0.00
SUBTOTAL						\$157,366.30
ENGINEERING (25 %) (Note 2)						\$39,341.58
TOTAL CONSTRUCTION COST						\$196,707.88

- 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.

EXHIBIT "B"

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

**CONSTRUCTION REIMBURSEMENT WORKSHEET (2)
For Churchill Downs Unit No. 2C
TYPICAL FOUR LANE ROAD (84 FT.) WITHOUT LANDSCAPED MEDIAN**

C.I.P. BUDGET YEAR:	<u>2005/2006</u>	REVISED BY:	<u>Susan Goetz</u>
SUBMITTED BY:	<u>Murray Smith</u>		
SUBDIV. / PROJ. NAME	<u>Churchill Downs Unit No. 2C</u>	REVISED:	<u>12/17/01</u>
ROADWAY PROJECT :	<u>Waterman Road - 1 Mile s/o Gerber to 2,640' s/o Gerber</u>	PRINTED:	<u>02/25/02</u>
LIMITS OF PROJECT :	<u>Sta 40+03 to Sta 53+48.24</u>	PROJECT ID:	<u>Project S54</u>

CONSTRUCTION COST :

DESCRIPTION	LENGTH	WIDTH	QUANTITY	UNIT	UNIT PRICE	COST
1. Clearing & Grubbing	1,345	Varies	35,138	S. F.	\$0.10	\$3,513.80
2. Pavement Removal				S. F.	\$1.50	\$0.00
3. Roadway Excavation	1,345	Varies	28,860	S. F.	\$0.98	\$28,282.80
4. Aggregate Base	1,345	Varies	28,860	S. F.	\$1.66	\$47,907.60
5. Asphalt Concrete	1,345	Vanes	28,860	S. F.	\$0.83	\$23,953.80
6. Signing & Strping				L.F.	\$4.00	\$0.00
7. Storm Drainage	1,256		1,256	L.F.	\$10.00	\$12,560.00
8. Traffic Sig. Interconnect				L.F.	\$7.00	\$0.00
SUBTOTAL						\$116,218.00
ENGINEERING (25 %) (Note 2)						\$29,054.50
TOTAL CONSTRUCTION COST						\$145,272.50

- 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.