

## **RESOLUTION NO. 2002-54**

### **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 DESIGN OF IMPROVEMENTS TO THE INTERSECTION OF VINTAGE PARK DRIVE AND BRADSHAW ROAD**

**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by the City Council (the "COUNCIL") of the CITY on July 1, 2000 and as they may have been subsequently amended and or repealed in part or whole since then shall remain in full force and effect as CITY Ordinances until the CITY COUNCIL has enacted ordinances superseding them; and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, has funded the design of improvements to the intersection of Vintage Park Drive and Bradshaw Road; and

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

#### **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 10th day of April 2002.

  
MICHAEL P. LEARY, MAYOR  
CITY OF ELK GROVE

ATTEST:

  
PEGGY JACKSON, CITY CLERK

APPROVED AS TO FORM:

  
ANTHONY MANZANETTI,  
CITY ATTORNEY

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

**COUNTY OF SACRAMENTO  
CITY OF ELK GROVE**

**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**

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 adopted the Ordinance No. 2000-14A (the "ORDINANCE"), thereby stating certain COUNTY Ordinances, including Chapter 16.82, as adopted by the 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 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, has paid for and has applied for reimbursement for the design of improvements to the intersection of Vintage Park Drive and Bradshaw Road (the "PROJECT") at the location shown on Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, the PROJECT was scheduled to be funded in fiscal years 1999/2000 and 2001/2002 in the FINANCING PLAN and is therefore eligible to be reimbursed upon execution of this agreement.

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 PROJECT.

**II. REIMBURSEMENT**

For items detailed in PROJECT SCOPE, COUNTY and CITY agree to reimburse PROPERTY OWNER an amount not to exceed \$79,975.91 unless said amounts are increased pursuant to Paragraph IV of this Agreement, subject to the following conditions:

- (A) 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 PROJECT must be in compliance with the COUNTY's Improvement Standards approved by the County of Sacramento Department of Transportation.
- (C) Reimbursement shall not exceed the amounts identified in Exhibit "B".

- (D) Prior to reimbursement, Property Owner must provide a copy of all invoices for the PROJECT and proof that the consultants that performed the PROJECT have been paid.
- (E) Reimbursement shall be made no later than 60 days after execution of this agreement and subject to the conditions set forth in this Section. If reimbursement is not made as of this date, the balance due will earn interest at the COUNTY Treasury Pool Rate until paid.
- (F) Upon completion of the reimbursement described herein, the plans and specifications for the PROJECT hereby become property of the County of Sacramento.

### **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

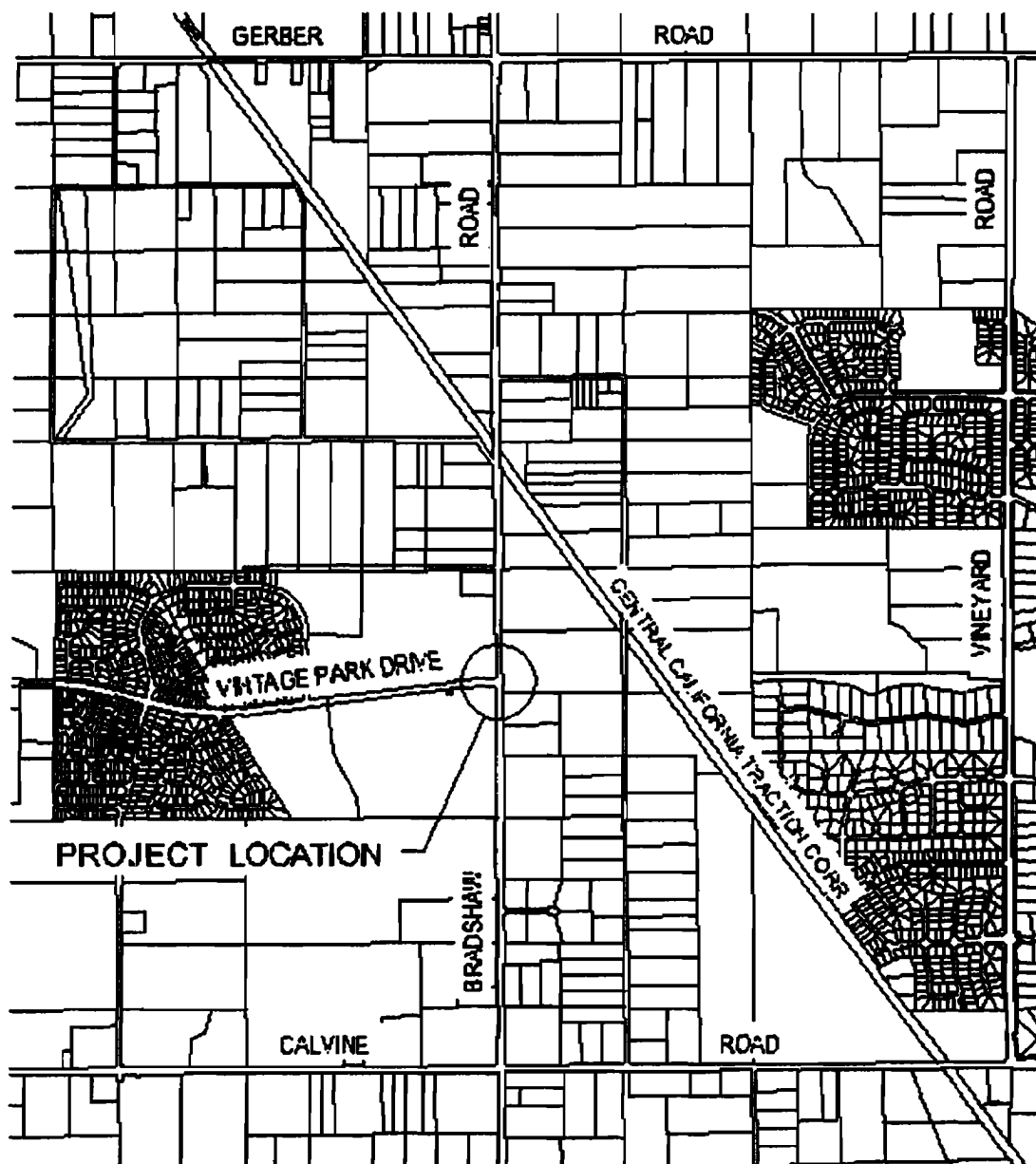




EXHIBIT "B"

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

**REIMBURSEMENT WORKSHEET**

*Design of Improvements to the Intersection of Vintage Park Drive  
and Bradshaw Road*

C.I.P. BUDGET YEAR:	<u>2001/2002</u>	REVISED BY:	<u>Bob Davison</u>
SUBMITTED BY:	<u>Elliott Homes</u>		
SUBDIV. /PRQJ. NAME	<u>Design of Vintage Park/Bradshaw Intersection</u>	REVISED:	<u>02/11/02</u>
ROADWAY PROJECT :	<u>Bradshaw Road - West Portion Adjacent to E. G. Crossing</u>	PRINTED:	<u>03/12/02</u>
LIMITS OF PROJECT :	<u>Bradshaw / Vintage Park Intersection</u>	PROJECT ID:	<u>Project 113</u>
ENGINEERING			
Murray Smith and Associates			\$70,245.87
Fehr & Pehrs			\$9,730.04
<b>TOTAL DESIGN COST</b>			<b>\$79,975.91</b>