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CITY OF SACRAMENTO

DEPARTMENT OF PARKS AND COMMUNITY SERVICES

ROBERT P. THOMAS
Director

G. ERLING LINGGI
Assistant Director

CITY MANAGER'S OFFICE
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MAY 14 1986

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May 14, 1986

APPROVED
BY THE CITY COUNCIL

MAY 20 1986

AG 85186

OFFICE OF THE
CITY CLERK

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Resolution Authorizing Execution of Park Development Agreement for Charter Pointe Park

SUMMARY

This report requests Council authorization for execution of a Park Development Agreement.

BACKGROUND INFORMATION

On October 3, 1985 the City approved planning entitlements for Charter Pointe subdivision, including a waiver of Parkland Fees in return for the applicant's agreement to develop Charter Pointe Park. The attached agreement (Exhibit A), prepared by the City Attorney's office, defines the applicant's development obligations and provides for City oversight of the development work.

FINANCIAL DATA

The developer receives credit against Parkland Fees otherwise payable for actual costs of park improvements. There is no cost to the City.

City Council
May 14, 1986
Page Two

RECOMMENDATION

It is recommended that the City Council adopt the resolution authorizing the City Manager and City Clerk to execute the Park Development Agreement for Charter Pointe Park.

Respectfully submitted,



ROBERT E. THOMAS, Director
Parks and Community Services

Recommendation Approved:



WALTER J. SLIPE
City Manager

RPT:ja

May 20, 1986
District 8

RESOLUTION NO. 86-356

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

**RESOLUTION AUTHORIZING EXECUTION OF A
PARK DEVELOPMENT AGREEMENT FOR
CHARTER POINTE PARK**

The City Manager and City Clerk are authorized to execute a Park Development Agreement between Placer Savings and Loan and the City relating to development of a park in connection with Charter Pointe, Lakecrest Village 8, and Lakecrest Village 9 subdivisions.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

MAY 20 1986

OFFICE OF THE
CITY CLERK

June 13, 1986

Reynen, Bardis and Winn
9985 Folsom Blvd.
Sacramento, CA 95827

Attention: LeAnn

Dear LeAnn:

On May 20, 1986, the Sacramento City Council adopted a Resolution No. 86-356 authorizing the execution of Agreement No. 85186 with Placer Savings and Loan relating to development of a park in connection with Charter Pointe, Lakecrest Village 8 and Lakecrest Village 9 subdivisions.

Enclosed, for your records, is one fully certified copy of said agreement and authorizing resolution.

Sincerely,

LORRAINE MAGANA, CITY CLERK

Janice Beaman
Deputy City Clerk

JB/dah/5
Enclosure

cc: Parks and Community Services
Risk Management

AG 85186

PARK DEVELOPMENT AGREEMENT

This Agreement is entered into as of _____ by
and between **PLACER SAVINGS & LOAN**, hereinafter "Developer" and the
CITY OF SACRAMENTO, hereinafter "City".

RECITALS

A. This Agreement is entered into pursuant to Section 66477
of the Government Code of the State of California and Article XIII of
Chapter 40 of the Sacramento City Code.

B. Developer is seeking final subdivision maps for each of
the following tentative subdivision maps known as:

- (1) Charter Pointe
- (2) Lakecrest Village 8
- (3) Lakecrest Village 9

C. Upon recordation of the final subdivision map for each
project, parkland dedication and fee requirements authorized by
Government Code Section 66477 and set forth in Article XIII of Chapter
40 of the Sacramento City Code will be payable by Developer to City.

D. Developer desires to take advantage of the provisions of Government Code Section 66477(i) which provides that a subdivider may receive credit against fees payable for providing park and recreational improvements to dedicated land.

E. City desires to accept park and recreational improvements installed by Developer and to credit the value thereof against the in lieu fees which would otherwise be payable, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. Definitions.

(a) "Park Site" shall mean the real property described in Exhibit "A".

(b) "The three subdivisions" shall mean Charter Pointe, Lakecrest Village 8, and Lakecrest Village 9 collectively.

(c) "Director" shall mean the Director of the Department of Parks and Community Services, or his designee.

2. Improvement of Park Site.

Developer shall develop the Park Site to City specifications under the direction of Director. Developer shall complete all necessary work by October 1, 1986. At all times, Developer shall work closely with City's Director in the development of the Park Site. Developer shall accomplish all of the following at its sole cost and expense:

- a. Prepare a Park Master Plan for the Park Site.

- b. Design construction drawings for the park improvements, including development of that portion of the Pocket Canal Bikeway located within the Park Site.
- c. Prepare a project budget.
- d. Complete all park improvements to City standard specifications.

All plans, drawings, specifications or other construction documents, and the project budget, shall be approved in advance in writing by Director before any work commences. All materials shall be approved by Director in advance in writing prior to installation or incorporation into the project. Developer shall permit Director or his designated representative to inspect the project at all reasonable times.

No changes to the project as described in the approved plans drawings, specifications or other construction documents and budget, including betterments or upgrades, shall be made, except with the advance written approval of the Director.

3. Credit for Development Costs.

Upon completion of the Park Site improvements to City's satisfaction, Developer shall receive credit against in lieu fees payable in an amount equal to the actual costs of improving the Park Site, including design, planning, and construction costs.

4. Accounting of Development Costs.

Developer shall keep accurate books and records of all costs attributable to development of the Park Site. Developer shall submit

monthly reports to Director setting forth actual costs incurred to the date of each report. Monthly reports shall also indicate variations, if any, from the approved project budget. Developer shall allow Director, or his authorized representative, access to any books and records necessary for the purpose of verifying the costs incurred by the Developer to improve the Park Site.

5. Deferral of Payment of In Lieu Fees.

Payment of in lieu fees with respect to the three subdivisions shall be deferred as follows:

Up to Two Hundred Thousand Dollars (\$200,000) of fees with respect to the three subdivisions, collectively, shall be deferred until October 1, 1986, the required completion date for the park improvements.

Any fees which become due or payable in excess of Two Hundred Thousand Dollars (\$200,000) shall be paid when due.

If the actual cost of improving the Park Site exceeds Two Hundred Thousand Dollars (\$200,000), Developer shall receive an additional credit (or refund, if all in lieu fees over \$200,000 have already been paid by Developer to City) for the excess cost, provided the project is completed in conformance with the plans as approved by Director, and provided further that such additional credit (or refund) does not violate the provisions of Section 6 of this Agreement.

If, on October 1, 1986, the park improvements have not been completed as called for in this Agreement, Developer shall immediately pay to City any fees theretofore deferred, less an amount equal to the actual cost of work completed. If, pursuant to mutual agreement between Developer and City, Developer completes the Park Site after October 1, 1986, City shall refund to Developer an amount equal to Developer's actual cost to complete.

If, upon completion, the documented cost of the Park Site improvements is less than the amount of in lieu fees deferred, the difference between the documented cost and the fees deferred shall be paid to City immediately, and in any event within twenty (20) days of completion.

6. No Credit in Excess of In Lieu Fees Payable.

Developer agrees to complete the park improvements described herein even if their cost exceeds the in lieu fees payable with respect to the three subdivisions. Developer shall not be entitled to any payment from City with respect to such excess cost. Developer shall not be entitled to use such excess cost as a credit against any other or future in lieu fees which may be payable to City by Developer, as to any subdivision other than the three subdivisions described herein, nor shall Developer be entitled to transfer such excess cost to any other Developer who may owe in lieu fees to City.

7. Hearings on Master Plan.

Developer acknowledges that public hearings will be necessary, as required by law, unless an approved Park Master Plan for

the Park Site is approved prior to sale of the first parcel in any of the three subdivisions.

8. Indemnity and Hold Harmless.

Developer shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the operations under this Agreement of Developer, or of Developer's contractors, subcontractors, agents or employees, whether within or without the scope of this Agreement, whether or not it is caused in part by a party indemnified hereunder. The foregoing shall include but, not be limited to, any attorney fees reasonably incurred by City.

9. Insurance.

During its performance of any activities authorized or required by this Agreement, Developer shall maintain in full force and effect at its own cost and expense the following insurance coverage:

a) Workers' Compensation.

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employee's Liability coverage of at least \$1,000,000 per occurrence.

In the event Developer is self-insured, it shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, and evidence of at least \$1,000,000 per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

b) General Liability Insurance.

Developer must provide sufficient broad coverage to include:

- Comprehensive Auto and General Liability Insurance
- Broad Form Property Damage Liability
- Personal Injury Liability
- Products and Completed Operation Liability
- Contractual Liability
- Liquor Liability

The amount of the policy shall not be less than One Million Dollars (\$1,000,000), Single Limit Per Occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees, and agents are to be named as "Additional Insureds" under the policy, and the policy shall stipulate that this insurance will operate as Primary Insurance and that no other insurance effected by the city or other Named Insured will be called on to contribute to a loss covered thereunder.

c) Certificate of Insurance.

The Developer shall have the City's standard Certificate of Insurance completed and filed with the City's Risk Management Division, 5730 - 24th Street, Sacramento, California 95822, within

fifteen (15) days of the execution of this Agreement and prior to engaging in any operation or activity described in this Agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this Agreement without thirty (30) days' written notice to the City prior to the effective date of such cancellation or change in coverage.

d) City's acceptance or approval of any insurance policy(ies) shall not affect the terms of the Indemnity and Hold Harmless in Section 8, which shall remain in full force and effect according to its terms.

10. Approvals Not Unreasonably Withheld.

Whenever an approval by either party is required under this Agreement, such approval shall not be unreasonably withheld.

11. Entire Agreement; Amendment.

This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior negotiations. This Agreement may be modified or supplemented only by a subsequent writing signed by both parties.

12. Enforced Delay, Extension of Time for Performance.

Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties,

recession, depression, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the Developer's knowledge of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

13. Time.

Time is of the essence of this Agreement.

DEVELOPER
PLACER SAVINGS & LOAN

By: _____
Title: _____

CITY OF SACRAMENTO

By: _____
WALTER J. SLIPE
City Manager

ATTEST:

CITY CLERK