

RESOLUTION NO. 2019-092

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING A REIMBURSEMENT PAYMENT IN THE
AMOUNT OF \$286,180 AND AN AGREEMENT REGARDING REIMBURSEMENT
UNDER DISPOSITION AND DEVELOPMENT AGREEMENT AND
ACKNOWLEDGING DISCHARGE OF CITY OBLIGATIONS**

WHEREAS, the City of Rohnert Park, a California municipal corporation ("City"), and Costco Wholesale Corporation, a Washington Corporation ("Developer") entered into that certain Disposition and Development Agreement ("Development Agreement"), dated November 27, 2001; and

WHEREAS, Developer has completed the construction of a storm drain system from the southwesterly corner of the Costco property to and including an outfall in Hinebaugh Creek, and a traffic signal and other improvements installed at the intersection of Redwood Drive and Martin Avenue in accordance with the plans and specifications for the work and have requested the City to accept the work; and

WHEREAS, *Section 4.11.A. Intersection Improvements and Section 4.11.C. Drainage Facilities* of the Development Agreement sets forth that Developer is entitled to reimbursement of the costs from developers of other properties and that the City agrees to impose such reimbursement obligation as a condition of approval of such property, and to be reimbursed to Developer (the "Reimbursement Payment"); and

WHEREAS, City has reviewed and audited Developer's final cost accounting and agrees that the actual costs incurred by developer are \$453,644.00, and that \$286,180.00 are costs that should be reimbursed to Costco as the amount of the Reimbursement Payment.

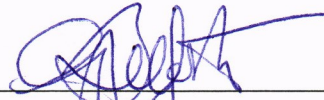
WHEREAS, City wishes to remit the Reimbursement Payment to the Developer and for the Developer to acknowledge receipt of the Reimbursement Payment and fully discharge the City of reimbursement obligations under the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park as follows:

1. The City Council hereby approves a reimbursement payment to Developer in the amount of \$286,180.00 to meet City's obligations under Sections 4.11 (A) and (C) of the Development Agreement, consisting of \$244,547.00 from the Stadium Lands development, and \$41,633.00 from Fairfield Inn and Suites.
2. The City Manager is hereby authorized to enter into an Agreement Regarding Reimbursement Under Disposition and Development Agreement and Acknowledging Discharge of City Obligations, in substantially similar form to Exhibit A, subject to minor modifications by the City Manager and approved by the City Attorney, and which is attached to this Resolution and incorporated by this reference.
3. The Finance Director is authorized and directed to take the actions necessary to amend budgets and appropriate funds to reimburse Developer for construction of improvements as pursuant to Development Agreement.

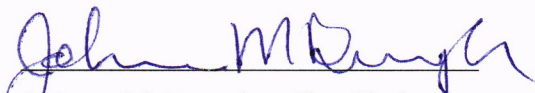
DULY AND REGULARLY ADOPTED this 23rd day of July, 2019.

CITY OF ROHNERT PARK



Gina Belforte, Mayor

ATTEST:


JoAnne M. Buerger, City Clerk

Attachments: Exhibit A

ADAMS: Aye MACKENZIE: Absent STAFFORD: Aye CALLINAN: Aye BELFORTE: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

**AGREEMENT REGARDING REIMBURSEMENT
UNDER DISPOSITION AND DEVELOPMENT AGREEMENT AND
ACKNOWLEDGING DISCHARGE OF CITY OBLIGATIONS**

RECITALS

EXHIBIT A TO RESOLUTION NO. 2019-092

remaining reimbursement obligation to the Developer. As of the date of City's payment hereunder, Developer does hereby fully, unconditionally and completely waive, release and discharge the City and its officials, officers, employees and agents, from any and all claims, actions, causes of action, demands, damages, costs, liabilities, expenses (including attorneys' fees) and compensation, of any kind or nature, arising from the reimbursement obligations set forth in Sections 4.11(A) and (C) of the Development Agreement.

3. Authority. The undersigned represent and warrant that they have the full capacity, right, power and authority to execute, and deliver this Acknowledgement and all required actions, consents and approvals therefor have been duly taken and obtained.

IN WITNESS WHEREOF, the undersigned duly executed this Agreement as of the date set forth above.

CITY:

CITY OF ROHNERT PARK, a California
municipal corporation

By:

Darrin Jenkins, City Manager

ATTEST:

By: _____
JoAnne Buerger, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By:

Name: _____

Its: _____

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)