

RESOLUTION NO. 2011-86

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
APPROVING A REIMBURSEMENT AGREEMENT BETWEEN  
CITY OF ROHNERT PARK AND SONOMA LAND ACQUISITION COMPANY, LLC  
FOR NORTHWEST SPECIFIC PLAN AREA**

**WHEREAS**, the City of Rohnert Park ("City") has been approached by Sonoma Land Acquisition Company LLC to begin processing development in the Northwest Specific Plan Area; and

**WHEREAS**, Sonoma Land Acquisition Company LLC has agreed to fund the City's efforts in processing development in the Northwest Specific Plan Area, including future documents and legal costs as may be required for project approval.

**NOW THEREFORE BE IT RESOLVED** by the City Council that the City Manager is hereby authorized and directed to execute the attached agreement in substantially similar form, for and on behalf of the City, including authorization for staff to make minor adjustments in this agreement with City Attorney review and approval.

**DULY AND REGULARLY ADOPTED** on this 13<sup>th</sup> day of September, 2011, by the City Council of the City of Rohnert Park.

CITY OF ROHNERT PARK

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk



AHANOTU: <u>AYE</u>	CALLINAN: <u>ABSENT</u>	MACKENZIE: <u>AYE</u>	STAFFORD: <u>AYE</u>	BELFORTE: <u>AYE</u>
AYES: (4)	NOES: (0)	ABSENT: (1)	ABSTAIN: (0)	

## REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2011, by and among the CITY OF ROHNERT PARK ("City"), a municipal corporation, and SONOMA LAND ACQUISITION COMPANY, LLC, a California limited liability company("Developer").

### RECITALS

- A. Developer has submitted or plans to submit an application for development of the Northwest Specific Plan - South ("Proposed Project"). Development of the Proposed Project requires or contemplates the following approvals, documents and processing activities (collectively, "Project Approvals"):
- (1) General Plan Amendments;
  - (2) Specific Plan;
  - (3) Subdivision maps;
  - (4) An EIR for the Proposed Project;
  - (5) Project-specific Water Supply Assessment (WSA), if necessary
  - (5) Development Agreement;
  - (6) Zoning Code Amendments;
  - (7) Final Development Plan; and
  - (8) Any other approvals, documents, including Design Guidelines, or processing reasonably necessary to develop the Proposed Project;
- B. In addition to the Project Approvals, the Proposed Project may require the preparation and approval of a Public Facilities Financing Plan ("PFFP") to include the Proposed Project.
- C. Prior to the execution of this Agreement, City had incurred costs to process the Proposed Project. As of January 31, 2011, City has incurred \$6,317.47 in unreimbursed costs.
- D. Continued processing of the Proposed Project will require City to continue to incur various costs and expenses including, but not limited to, staff time, consultant costs, legal fees and other assorted costs to process the Proposed Project.
- E. In order to facilitate processing of the Project, Developer desires to reimburse City for all of its legal fees; staff time and consultant costs incurred in connection with the Project Approvals, including those costs unreimbursed by prior developer for processing costs incurred by the City in connection with Project Approvals covered by this Reimbursement Agreement; PFFP and/or WSA updates(should any be required); and any litigation costs incurred as a result of the processing of

the Proposed Project, approval of any Project permits or Development Agreement, or adoption of a PFFP and/or WSA.

## AGREEMENT

In consideration of the foregoing recitals and for other good and valuable consideration, the parties hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to provide for payment by Developer of all legal, staff and consultant costs directly or indirectly incurred by City in connection with the Project Approvals, including legal defense costs, if any, and Developer's fair share of PFFP and/or WSA updates. Additionally, the purpose of this Agreement is to bring current all outstanding amounts subject to reimbursement.
2. **Developer Reimbursement Obligation.** Developer shall reimburse City for the following costs (collectively, "Eligible Costs") incurred in connection with the Project Approvals (including any and all staff and or legal costs incurred following approval of the Project Proposal to process the project to completion), PFFP, and/or WSA:
  - a. City staff time, processing costs, consultant costs (including, but not limited to, wetlands specialists, biologists, landscape architects and other consultants required to review plans and/or designs, mitigation monitoring compliance, permitting as may be required but not limited to outside agencies and districts) and legal fees associated with processing all Project applications, implementing any Project Approvals, including legal fees and costs incurred in connection with the legal defense of any Project Approvals;
  - b. legal fees and costs payable to City's counsel in connection with the negotiation, drafting, implementation and defense of the proposed Development Agreement;
  - c. fees and costs payable to financial consultants or real estate economists retained by the City in connection with the negotiation of the proposed Development Agreement, provided, however, Developer's obligation to pay such financial/economic analysis related costs under this subsection (c) shall not exceed Forty Thousand Dollars (\$40,000) unless Developer has first approved in its reasonable discretion the scope of any financial/economic analysis work in excess of such amount;
  - d. fees and costs which, as of January 31, 2011, City has incurred but which have either not yet been billed for reimbursement or which has not yet been reimbursed to the City. The City has made a good faith estimate to summarize all such fees and costs in the exhibit attached to this Agreement as ATTACHMENT A. The parties acknowledge that the figures on ATTACHMENT A constitute the City's good faith effort to summarize all such fees and costs, and Developer agrees that fees or costs which have inadvertently been omitted from ATTACHMENT A, and are subsequently submitted to Developer, shall be construed as Eligible Costs pursuant to this subsection d;

- e. fees and costs incurred by City between the period of February 1, 2011 to the effective date of this Agreement. The parties acknowledge that: (i) to the extent such fees and costs exist, they have been incurred in connection with the processing of Project Approvals covered by this Reimbursement Agreement; (ii) City has not yet billed Developer for fees or costs incurred during such period, but Developer's reimbursement of such fees and costs is anticipated; and (iii) as of the effective date of this Agreement, the total amount of such fees and costs has not yet been precisely determined. The parties agree to cooperate in good faith to determine the precise amount of such fees and costs, to coordinate City's billing of such fees and costs, and to coordinate Developer's reimbursement of all such fees and costs; and
- f. with respect to the PFFP and project-specific WSA:
  - i. Developer's fair share (to be determined by City) of the consultant costs, staff costs, and attorneys fees (including payment of third-party legal fees) incurred by City in connection with the processing and defense of City-wide PFFP and/or City-wide WSA, provided the PFFP and/or WSA includes the Proposed Project as a component of a city-wide-scale analysis;
  - ii. Developer's fair share (to be determined by City) of the consultant costs, staff costs, and legal fees incurred by City in connection with the re-adoption of a City-wide PFFP in response to any final court judgment or writ issued as a result of a third-party challenge, provided the PFFP includes the Proposed Project as a component of a city-wide-scale analysis;
  - iii. If a project-specific WSA is created for the Proposed Project, Developer shall pay all staff costs, consultant costs and legal fees (including payment of third-party legal fees) incurred by City in connection with the processing of the project-specific WSA and, if necessary, any re-adoption of the project-specific WSA in response to any final court judgment or writ issued as a result of a third-party challenge.
- g. Notwithstanding anything to the contrary in this Agreement, City shall not be responsible for any such Eligible Costs if Developer fails to timely reimburse City as provided in Section 3 below.

3. **Payment of Eligible Costs.** City shall submit to Developer, not more frequently than monthly, a copy of each invoice, bill, demand or other evidence ("Invoice") that the City has incurred Eligible Costs or other reasonable substantiation of such Eligible Costs. Each such Invoice of Eligible Costs shall be paid in full by Developer, without deduction or offset, within thirty (30) calendar days of the date of the Invoice. Developer covenants and agrees that failure to pay such Eligible Costs to City in full within thirty (30) calendar days of the date of such Invoice will result a Late Charge in accordance with Section 4 of this Agreement, as well as in the cessation of processing the Proposed Project in accordance with Section 9 of this Agreement. Developer further covenants and agrees that, if as a result of a failure to pay Invoice of Eligible Costs, City ceases processing the Proposed Project

application in accordance with Sections 5 and 9, Developer shall not directly or indirectly initiate any litigation against City or its employees, agents, or volunteers for the cessation or delay in processing such applications following such failure to pay.

4. **Late Charge.** Developer acknowledges that the late payment of any Eligible Costs will cause City to incur additional costs, including administration and collection costs and processing and accounting of expenses ("Delinquency Costs"). If City has not received payment of all Eligible Costs within thirty (30) calendar days of the date of the Invoice, the Invoice is considered overdue and Developer shall immediately be charged a late charge of five percent (5%) of the delinquent amount. The City is then authorized to pay such Late Charge from the Deposit along with the amount of the unpaid Invoice of Eligible Costs in accordance with Section 5. City and Developer recognize that the expenses that City shall suffer as a result of Developer's failure to make timely payments is difficult to ascertain and agree that said five percent (5%) late charge represents a reasonable estimate of the Delinquency Costs that would be incurred by City. City's acceptance of any such late charge does not equate with a waiver of Developer's default with respect to the overdue amount, or prevent City from exercising any rights and remedies available under this Agreement.
5. **Deposit.** Upon signature of this Agreement, Developer shall deposit with City the sum of One Hundred Thousand Dollars (\$100,000) in cash or other immediately available funds ("Deposit"), as security for Developer's obligation to pay all Eligible Costs, as provided herein. The Deposit shall be subject to the following:
  - a. Developer agrees that if Developer does not pay when due the full amount of each Invoice of Eligible Costs as provided in Section 3 above, then the City is authorized to pay such amount from the Deposit, which may include a Late Charge in accordance with Section 4.
  - b. If the City withdraws from the Deposit, the City shall notify the Developer in writing that it has used the Deposit to pay all or a portion of the bill, invoice, demand or other evidence of Eligible Costs, and the Developer shall thereafter have thirty (30) calendar days, from receipt of such written notice, to deposit with City, in cash, an amount necessary to restore the Deposit to its full amount of \$100,000. If the Developer fails to replenish the Deposit within said due date, City shall have no obligation to continue processing the Proposed Project or to incur any additional Eligible Costs.
  - c. If the amount of the unpaid Invoice of Eligible Costs and Late Charge exceeds the available funds in the Deposit, the City shall immediately notify the Developer in writing that it has used the Deposit to pay all or a portion of the bill, invoice, demand or other evidence of Eligible Costs, and the Developer shall have thirty (30) calendar days from receipt of such written notice to deposit with City, in cash, an amount necessary to restore the Deposit to its full amount of \$100,000, plus the full amount of the unpaid Invoice of Eligible Costs and applicable Late Charge. If the Developer fails to fully replenish the Deposit, pay the full Invoice of Eligible Costs and applicable Late Charge within said due date, City shall have no

obligation to continue processing the Proposed Project or to incur any additional Eligible Costs.

- d. Developer further covenants and agrees that, if as a result of reduction of the Deposit to zero dollars or failure to replenish, City ceases processing the Proposed Project application in accordance with Section 9, Developer shall not directly or indirectly initiate any litigation against City or its employees, agents, or volunteers for the failure to process or for delay in processing such applications following such reduction or failure to replenish.
  - e. If this Agreement is terminated as provided in Section 8 below, City shall return to Developer within ninety (90) calendar days following the effective date of termination that portion of the Deposit that has not been expended or committed by City as provided herein, if any, including interest.
6. **No Commitment as to Future Approvals.** Nothing in this Agreement shall be construed as a commitment to grant or issue any Project Approvals or any other preliminary or formal approvals in connection with the Proposed Project or to enter into the proposed Development Agreement. Developer acknowledges and agrees that nothing in this Agreement limits City's discretion, in any manner, with respect to any aspect of the Proposed Project or the proposed Development Agreement. Developer agrees that it shall remain obligated to pay all Eligible Costs, regardless of whether any aspect of the Proposed Project is approved and regardless of whether City and Developer enter into the proposed Development Agreement. Notwithstanding the aforementioned, City shall in good faith expeditiously and with all diligence process the Project Approvals.
7. **Indemnity.** Developer shall defend (with counsel approved by City, which approval shall not be unreasonably withheld), indemnify, and hold harmless the City, its officials, employees, volunteers and agents from and against any and all loss, liability, expenses, claims, costs (including reasonable attorneys fees), suits and damages of every kind nature, and description, directly or indirectly arising from any third party legal challenge to the Project Approvals, or the implementation of this Agreement. Developer may defend against any such third party legal challenge as a Real Party in Interest using counsel of Developer's choice, and Developer and City agree to cooperate in the joint defense of the Project Approvals or the implementation of this Agreement. Developer's indemnity obligations under this Section 7 shall survive the expiration or termination of this Agreement but cease in the event City denies the Proposed Project. This Section 7 shall not apply to Developer's obligations regarding the PFFP, which shall be governed solely by Section 2f.
8. **Termination.** Developer may terminate this Agreement by providing fourteen (14) calendar days' written notice to City. If Developer is in default of any of its obligations under this Agreement and fails to cure such default within thirty (30) calendar days following written notice from City, then City may terminate this Agreement by notice to Developer and, thereafter, City shall have no further obligation to process applications for the Proposed Project or to continue with negotiation and drafting of the proposed Development Agreement. Developer shall be responsible for the payment

9. **Cessation of Processing.** Developer acknowledges and agrees that City may, in its sole discretion, cease processing the Proposed Project and all negotiations in connection with the proposed Development Agreement, if
- a. this Agreement is terminated by either party following notice and expiration of any applicable cure periods as provided herein; or
  - b. failure to pay such Eligible Costs to City in full within thirty (30) calendar days of the date of such Invoice; or
  - c. the Deposit amount is reduced to zero and Developer fails to replenish the Deposit upon notice by City.

Developer further covenants and agrees that if City ceases processing the Proposed Project applications for any of the foregoing reasons, Developer shall not directly or indirectly initiate any litigation against City or its employees, agents, or volunteer for the failure to process or for delay in processing such applications following such Agreement termination.

10. **Attorneys Fees.** If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys fees and costs.
11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.
12. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
13. **Severability.** If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.
14. **CEQA Processing.** Developer acknowledges and agrees that the City is the lead agency under CEQA, that the Northwest Specific Plan EIR must reflect City's independent judgment and that City retains full discretion with respect to all findings to be made in connection therewith.
15. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

16. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Sonoma, State of California.

17. **Notices.** Notices required by this Agreement shall be personally delivered, mailed, postage prepaid, or mailed via nationally recognized overnight courier as follows:

To the Developer:

Sonoma Land Acquisition Company, LLC  
c/o Station Casinos LLC  
1505 South Pavilion Center Drive  
Las Vegas, Nevada 89135  
Attn: Scott M Nielson  
Tel: (702) 495-3800  
Fax: (702) 495-4245

To the City:

City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928  
Attn: City Manager  
Tel: (707) 588-2226  
Fax: (707)792-1876

with a copy to:

Burke, Williams & Sorensen, LLP  
1901 Harrison Street, 9th Floor  
Oakland, CA 94612  
Attn: Michelle Marchetta Kenyon  
Tel: (510) 273-8780  
Fax: (510) 839-9104

Notices given by personal delivery shall be effective immediately. Notices given by overnight courier shall be effective upon the date of delivery. Notices given by mail shall be deemed to have been delivered five days after having been deposited in the United States mail. Any party may change its address for notice by written notice to the other party in the manner provided in this paragraph 16.

18. **Interpretation.** The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement is



19. **Authority.** Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (iii) the party has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (iv) each person (and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.
20. **Counterparts.** This Agreement may be executed in counterparts.
21. **Assignment of Claims.** To the extent City determines that it may have Claims against any Project Consultant in connection with the Proposed Project, City may, upon written request by Developer, assign such Claims to Developer. As used herein, "Project Consultant" means any consultant, contractor, or other third party whose work product gives rise to any Eligible Cost or who is hired by City in connection with the Project Approvals; and "Claims" means any and all claims, potential claims, causes of action, and potential causes of action for breach of contract and/or professional negligence, regardless of whether such claims or causes of action accrue prior to or after the effective date of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY:

CITY OF ROHNERT PARK,  
a municipal corporation

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

DEVELOPER:

SONOMA LAND ACQUISITION COMPANY, LLC

\_\_\_\_\_  
*SCOTT M NIELSON*  
*SENIOR VICE PRESIDENT*

**ATTACHMENT A**

**NORTHWEST SPECIFIC PLAN  
Expense and Payment/Deposit Summary and Detail**

<b>Expense and Payment Summary</b>			
<b>Item</b>	<b>Total Expenses to Date</b>	<b>Payments / Deposits to Date</b>	<b>Payment Due / (Remaining Balance)</b>
City staff time & materials	\$6,057.46	(\$2,500.00)	\$3,557.46
Consultant support	\$2,760.01	\$0.00	\$2,760.01
	\$8,817.47	(\$2,500.00)	<b>\$6,317.47</b>

**Expenses**

<b>CITY STAFF TIME</b>	<b>Amount</b>
<b>Development Services staff Aug 2007 - Jan 2011</b>	6,057.46

- Preliminary Specific Plan processing (Application dated 5/7/08, PL2008-018SP)
- Preparation of item for Parks & Recreation Commission (7/21/08)
- Preparation of item for Planning Commission (8/14/08)
- Preparation of item for City Council (9/8/08)
- Review of status of specific plan
- Administration, file maintenance, project expense and payment auditing
- Reimbursement agreement

Development Services labor August 2007 - 1/31/11      6,057.46

**CONSULTANT SUPPORT**

<b>Vendor</b>	<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Date paid</b>	<b>Paid by Check No</b>	<b>Amount</b>
Winzler & Kelly	18693	10/13/2005	12/13/05	187148	806.25
Mc Donough Holland & Allen	192312	8/27/2007	10/03/07	172405	1,638.00
Mc Donough Holland & Allen	213012	6/22/2009	06/30/09	187148	135.20

Subtotal consultant support invoiced and paid through 1/31/11      2,579.45  
 Administrative fee      7%      180.56  
 2,760.01

**TOTAL SPECIFIC PLAN PROCESSING 8/1/2005 - 1/31/2011      8,817.47**

**Payments / Deposits**

<b>Firm</b>	<b>Item / purpose</b>	<b>Date of check</b>	<b>Check No.</b>	<b>Amount</b>
Cypress Equities I, LP	Deposit for PL2008-018SP	04/22/08	15946	2,500.00

**TOTAL PAYMENTS 8/1/2005 - 1/31/2011      2,500.00**

**PAYMENT DUE / (DEPOSIT REMAINING)      \$6,317.47**



# WINZLER & KELLY

CONSULTING ENGINEERS

REMIT TO:  
P.O. Box 5848, Unit 2  
Portland, OR 97208

495 Tesconi Circle, Santa Rosa, CA 95401-4696 / tel 707.523.1010 / fax 707.527.8679

RECEIVED

OCT 17 2005

CITY OF ROHNERT PARK  
PO BOX 1489  
ROHNERT PARK, CA. 94927-1489

Invoice #: 18693  
Invoice Date: 10/13/2005  
Project: 03205606

ACCOUNTS PAYABLE

*9: Received after NW costs were calculated*

Attention: MR. DARRIN JENKINS

Billing Period through: 9/30/2005

DEVELOPMENT REVIEW SERVICES  
RESOLUTION 2003-152

Phase: 100 -- SPECIFIC PLAN AREAS

Labor	975.00
Consumable Expenses	40.00
	-----
	1,015.00

Phase: 140 -- NORTHWEST - S.P.

Labor	530.00
Consumable Expenses	22.50
	-----
	552.50

Amount Due This Invoice:

1,567.50

RECEIVED  
DEC 12 2005  
ACCOUNTS PAYABLE

Statement	
Prior Invoices	\$94,821.09
This Invoice	\$1,567.50
Total Invoiced	\$96,388.59
Invoices Paid to Date	\$93,226.09
<b>Unpaid Invoices Due</b>	<b>\$3,162.50</b>

310-0418-400-9901 → \$ 806.25  
310-0417-400-9901 → \$ 253.75  
310-0416-400-9901 → \$ 253.75  
310-0415-400-9901 → \$ 253.75

DEPT. APPROVAL	<i>11/4/05</i>
ACCT NO.	<i>(see left)</i>
COUNCIL APPROVAL	
CHECK NO.	<i>157534</i>
DATE PAID	
VENDOR NO.	



# WINZLER & KELLY

CONSULTING ENGINEERS

REMIT TO:  
P.O. Box 5848, Unit 2  
Portland, OR 97208

495 Tesconi Circle, Santa Rosa, CA 95401-4696 / tel 707.523.1010 / fax 707.527.8679

Project : 03205606 -- ROHNERT PARK DEV REVIEW SERVICES

Invoice #: 18693

Phase : 100 -- SPECIFIC PLAN AREAS

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Associate Engineer</b>				
ANTOINETTE M BERTOLERO	8/31/2005	0.75	125.00	93.75
coord w/city re. conf. memo/rev memo to council				
	9/2/2005	2.25	125.00	281.25
prepare for/attend GP impl. mtg.				
		3.00		375.00
MARY GRACE PAWSON	9/27/2005	2.00	120.00	240.00
	9/29/2005	3.00	120.00	360.00
		5.00		600.00
<b>Total: Associate Engineer</b>		8.00		975.00
				<b>Labor 975.00</b>

Consumable Expenses

<u>Vendor / Employee Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
<b>CONSUMABLES- OFFICE</b>					
<b>Inhouse Equipment / Supplies</b>					
ANTOINETTE M BERTOLERO	0240	8/31/2005	0.75	5.00	3.75
	0240	9/2/2005	2.25	5.00	11.25
			3.00		15.00
MARY GRACE PAWSON	1602	9/27/2005	2.00	5.00	10.00
	1602	9/29/2005	3.00	5.00	15.00
			5.00		25.00
<b>Total: CONSUMABLES- OFFICE</b>					40.00
					<b>Consumable Expenses 40.00</b>

Total Phase : 100 -- SPECIFIC PLAN AREAS

Labor : 975.00  
Expense : 40.00

Phase : 140 -- NORTHWEST - S.P.

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Associate Engineer</b>				
ANTOINETTE M BERTOLERO	8/29/2005	3.00	125.00	375.00
GP implementation/changes due to NW SPA/agilent/casino				
	8/30/2005	1.00	125.00	125.00
finalize memo to city atty				
		4.00		500.00
<b>Senior Wordprocessor</b>				
APRIL ASBURY	8/30/2005	0.50	60.00	30.00
				<b>Labor 530.00</b>

Consumable Expenses

<u>Vendor / Employee Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
<b>CONSUMABLES- OFFICE</b>					



# WINZLER & KELLY

CONSULTING ENGINEERS

**REMIT TO:**  
 P.O. Box 5848, Unit 2  
 Portland, OR 97208

495 Tesconi Circle, Santa Rosa, CA 95401-4696 / tel 707.523.1010 / fax 707.527.8679

Project : 03205606 -- ROHNERT PARK DEV REVIEW SERVICES

Invoice #: 18693

Phase : 140 -- NORTHWEST - S.P.

**Consumable Expenses**

<u>Vendor / Employee Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
<b>CONSUMABLES- OFFICE</b>					
<b>Inhouse Equipment / Supplies</b>					
APRIL ASBURY	0112	8/30/2005	0.50	5.00	2.50
ANTOINETTE M BERTOLERO	0240	8/29/2005	3.00	5.00	15.00
	0240	8/30/2005	1.00	5.00	5.00
			4.00		20.00
		<i>Consumable Expenses</i>			<b>22.50</b>

Total Phase : 140 -- NORTHWEST - S.P.

Labor : 530.00  
 Expense : 22.50

Total Project: 03205606 -- ROHNERT PARK DEV REVIEW SERVICES

1,567.50

McDONOUGH HOLLAND & ALLEN PC

Attorneys at Law

555 Capitol Mall, 9th Floor  
Sacramento, California 95814  
(916) 444-3900

City of Rohnert Park  
ATTN: Accounts Payable  
P.O. Box 1498  
Rohnert Park, CA 94927

Invoice Number 192312  
Invoice Date 08/27/07  
Client Number 80078  
Matter Number 0013

-----  
Re: (0013 ) Northwest Specific Plan

0418

FOR PROFESSIONAL SERVICES RENDERED THROUGH 07/31/07:

Date	Name	Description of Service	Hours	Fee
07/19/07	Kenyon	Travel to, attend meeting with Northwest Developers, staff	5.0	1,575.00
TOTAL HOURS			5.0	

TIME SUMMARY:

Name	Hours	Rate	Fee
Michelle M. Kenyon	5.0	at \$315 =	1,575.00
CURRENT FEES			1,575.00

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Date	Amount
08/24/07	Administrative Charge 63.00
CURRENT EXPENSES	
TOTAL THIS MATTER	
	63.00
	1,638.00

McDONOUGH HOLLAND & ALLEN PC

Attorneys at Law

500 Capitol Mall, 18<sup>th</sup> Floor  
Sacramento, California 95814  
(916) 444-3900

City of Rohnert Park  
ATTN: Accounts Payable  
P.O. Box 1498  
Rohnert Park, CA 94927

Invoice: 213012  
Date: 06/22/09


*NW Specific Plan*

CITY OF ROHNERT PARK

Client No: 80078

For Legal Services rendered through May 31, 2009 as fully described on the attached detailed billing:

Total Fees	\$130.00
Total Costs	<u>\$5.20</u>
TOTAL DUE THIS BILL	\$135.20
TOTAL BALANCE NOW DUE	<u>\$135.20</u>

DEPT. APPROVAL	
ACCT NO.	310-0418-400
DATE PAID	18714P
VENDOR NO.	

9901 pm 04 18

ACCOUNTS PAYABLE

JUN 24 2009

RECEIVED



McDONOUGH HOLLAND & ALLEN PC

Attorneys at Law

500 Capitol Mall, 18<sup>th</sup> Floor  
Sacramento, California 95814  
(916) 444-3900

City of Rohnert Park  
ATTN: Accounts Payable  
P.O. Box 1498  
Rohnert Park, CA 94927

Invoice Number 213012  
Invoice Date 06/22/09  
Client Number 80078  
Matter Number 0013

-----  
Re: Northwest Specific Plan

FOR PROFESSIONAL SERVICES RENDERED THROUGH 05/31/09:

Date	Name	Description of Service	Hours	Fee
05/12/09	Kenyon	Attend meeting with staff, developers	0.4	130.00
			TOTAL HOURS	0.4

TIME SUMMARY:

Name	Hours	Rate	Fee	
Michelle M. Kenyon	0.4	at \$325 =	130.00	
			CURRENT FEES	130.00

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Date	Amount		
06/09/09	Administrative Charge 5.20		
		CURRENT EXPENSES	5.20

TOTAL AMOUNT OF THIS INVOICE 135.20

**City of Rohnert Park**  
Development Services  
6750 Commerce Boulevard  
Rohnert Park, CA 94928

**Contractor Deposit Account Statement**

For: May, 2008

**Contractor #:** CONT2008-93

**Contractor:** PL Deposit - Cypress Equities  
15601 Dallas Pkwy, Suite 400  
Addison, TX 75001

**Beginning Balance:** \$.00

**Ending Balance:** \$2,500.00

Type of Transaction	Date	Amount	Receipt Number	Permit Number	Balance
Dep	5/7/2008	\$2,500.00			\$2,500.00
<b>Ending Balance:</b>					<b>\$2,500.00</b>

**CYPRESS EQUITIES I, LP**  
15601 DALLAS PKWY  
SUITE 400  
ADDISON, TX 75001

INWOOD NATIONAL BANK  
DALLAS, TX

CHECK NO. **015946**

(214) 358-5281

DATE: 04/22/2008  
AMOUNT: \$2,500.00

Two Thousand Five Hundred Dollars And 00 Cents

Void after 180 days

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER \$2500

PAY TO THE ORDER OF  
CITY OF ROHNERT PARK

⑈015946⑈

Security Features are included. Details on back.