

## **RESOLUTION NO. 2013-138**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE OFF-SITE PUBLIC IMPROVEMENTS AND PUBLIC FACILITIES FEE CREDIT AGREEMENT AND TERMINATION AND SUPERSESSON OF DEFERRED IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROHNERT PARK AND THE SPANOS CORPORATION FOR THE FIORI ESTATES APARTMENT COMPLEX (APN 143-040-125)**

**WHEREAS**, The Spanos Corporation (“Spanos”) owns an 11.09 acre parcel of land generally located on Dowdell Avenue north of Carlson Avenue, as more fully described below (the “Fiori Estates Property”); and

**WHEREAS**, the Fiori Estates Property was previously part of a larger tract of land formerly owned by the City of Rohnert Park (“City”) and located west of U.S. Highway 101 and north of the Rohnert Park Expressway in the Stadium Lands Master Plan Area of the City (the “City Property”); and

**WHEREAS**, the City Property consisted of Lots 1, 2, 3, and 4 and adjoining streets, as shown on Parcel Map 180, recorded on December 11, 2009, in Book 736 of Maps, pages 30-32, in the Official Records of Sonoma County (the “Parcel Map”); and

**WHEREAS**, on November 29, 2009, the City executed that certain deferred improvement agreement which was recorded on December 11, 2009, as Instrument No. 2009119214 in the Official Records of Sonoma County (the “Deferred Improvement Agreement”), which applied to and provided for the deferred construction of subdivision improvements for all of the property subject to the Parcel Map – Lots 1, 2, 3 and 4 – without differentiation as to the work required for each lot; and

**WHEREAS**, City has conveyed Lots 2, 3, and 4 to Redwood Equities Investments LLC (“Redwood Equities”) pursuant to that certain Purchase and Sale/Closing Agreement between City and Redwood Equities (the “Redwood Equities Agreement”); and

**WHEREAS**, as part of the Redwood Equities Agreement, the City Property was modified by three lot-line adjustments as more particularly described therein recorded on April 3, 2013, as Instrument Nos. 20130034300 through 20130034303, inclusive, in the Official Records of Sonoma County; and

**WHEREAS**, Redwood Equities subsequently conveyed Lot 2 (the “Fiori Estates Property”) to Spanos, and Spanos has received entitlements from the City to develop thereon a rental apartment project and to construct the subdivision improvements required of Lot 2; and

**WHEREAS**, the Fiori Estates Property consists of an 11.09 acre site located on Dowdell Avenue northerly of Carlson Court identified by Sonoma County Assessor as parcel number 143-040-125 and more particularly described on Exhibit A to the Off-Site Public Improvements and Public Facilities Fee Credit Agreement and Termination and Supersession of Deferred

Improvement Agreement (the “Agreement”), attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the Fiori Estates Property is subject to the Deferred Improvement Agreement which obligates Spanos to design and construct certain improvements for the benefit of the City and the public as required by Parcel Map No. 180 and the conditions of approval contained in Subdivision Committee Resolution No. 2009-20 adopted August 26, 2009, as further set forth thereon and therein ("Deferred Improvements"); and

**WHEREAS**, under the Deferred Improvement Agreement, the obligation to construct the Deferred Improvements: (i) is undifferentiated between Lots 1, 2, 3, and 4; (ii) runs with Lots 1, 2, 3, and 4 as shown on the Parcel Map; and (iii) constitutes a lien against the Fiori Estates Property (as well as Lots 1, 3, and 4) in such amount, including interest, as provided in Rohnert Park Municipal Code section 16.16.070, and subject to foreclosure in the event of a default in payment; and

**WHEREAS**, City has approved Spanos’s application for a Conditional Use Permit and Site Plan and Architectural Review (PL2012-039UP/SR) pursuant to Planning Commission Resolution No. 2013-07 (the “Project Approvals”) to develop a 244-unit apartment project to be known as the Fiori Estates Apartments (the “Project”) on the Fiori Estates Property; and

**WHEREAS**, the Project is covered under the Environmental Impact Report prepared for the Stadium Area Master Plan and identified by State Clearinghouse No. 12005042111; and

**WHEREAS**, to satisfy the obligations applicable to the Fiori Estates Property under the Deferred Improvement Agreement and to satisfy the requirement of subdivision improvements for the Fiori Estates Property, Spanos proposes to design, construct, and install certain off-site public improvements generally described in Exhibit B to the Agreement (the “Improvements”); and

**WHEREAS**, the obligation to construct the Improvements under the Agreement is intended to supersede and replace any obligations of the Fiori Estates Property under the Deferred Improvement Agreement and, following execution of the Agreement, the Deferred Improvement Agreement shall terminate and be of no further force as to the Fiori Estates Property; and

**WHEREAS**, Spanos is willing to advance the costs of designing, financing, constructing, installing, inspecting and bonding for the approved Improvements, subject to facility fee credits from the City for the portion of the Improvements that would otherwise be covered by the Public Facilities Fee assessed to the Project pursuant to City’s adopted Public Facilities Financing Plan (RMPC Chapter 3.28 as implemented by Ordinance No. 715 and City Council Resolution No. 2011-112); and

**WHEREAS**, the City Council has found that the Agreement is in accordance with the requirements of Sections 3.28.080 of the Municipal Code and California Government Code Sections 66000 and following; and

**WHEREAS**, the City Council further intends and expressly finds that the Agreement satisfies the requirements of Section 5.34.040 of the Municipal Code which requires Spanos to enter into a right-of-way agreement with the City before commencing any construction activities within the public right-of-way.

**NOW, THEREFORE**, the City Council of the City of Rohnert Park hereby resolves, determines, finds, and orders as follows:

SECTION 1. Compliance with CEQA. The City Council finds that the Environmental Impact Report adopted for the Stadium Area Master Plan (State Clearinghouse No. 12005042111) thoroughly and accurately analyzes the potential impacts associated with the Project. The City Council concurs with the findings and conclusions of the Planning Commission and finds that no further environmental review is required under CEQA or the CEQA Guidelines to approve the Agreement.

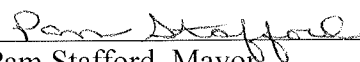
SECTION 2. Approval of Agreement. The City Council authorizes and approves that certain Off-Site Public Improvements and Public Facilities Fee Credit Agreement and Termination and Supersession of Deferred Improvement between the City of Rohnert Park and The Spanos Corporation (the "Agreement"), attached hereto as Exhibit A ("Lease Agreement"); and

SECTION 3. Execution. The City Manager is hereby authorized and directed to execute the Agreement in substantially similar form to the attached Exhibit "A" and to take all actions necessary to effectuate the Agreement for and on behalf of the City of Rohnert, subject to approval by the City Attorney.


SECTION 4. Authorized Signature. The Mayor, or presiding officer, is hereby authorized to affix his or her signature to this Resolution signifying its adoption, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

**DULY AND REGULARLY ADOPTED** by the City Council of the City of Rohnert Park this 8<sup>th</sup> day of October 2013.

**CITY OF ROHNERT PARK**

  
Pam Stafford, Mayor

**ATTEST:**

  
JoAnne Buerger, City Clerk

Attachment: Agreement



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

Exhibit "A"

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**

City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928-2486  
Attention: City Clerk

**OFF-SITE PUBLIC IMPROVEMENTS AND PUBLIC FACILITIES FEE CREDIT AGREEMENT  
AND TERMINATION AND SUPERSESSION OF DEFERRED IMPROVEMENT AGREEMENT  
CITY OF ROHNERT PARK PUBLIC FACILITIES  
SPANOS CORPORATION FOR  
FIORI ESTATES APARTMENT COMPLEX**

This Off-Site Public Improvements and Public Facilities Fee Credit Agreement and Termination and Supersession of Deferred Improvement (the "Agreement") is made and entered into on this 23 day of September, 2013 ("Effective Date"), by and between the City of Rohnert Park, a California municipal corporation ("City"), and The Spanos Corporation, a California corporation ("Developer"). City and Developer are sometimes referred to hereinafter individually as "Party" and collectively as "Parties."

**RECITALS**

A. City previously owned certain real property located west of U.S. Highway 101 and north of the Rohnert Park Expressway in the Stadium Lands Master Plan Area of the City (the "City Property"). The City Property consisted of Lots 1, 2, 3, and 4 and adjoining streets, as shown on Parcel Map 180, recorded on December 11, 2009, in Book 736 of Maps, pages 30-32, in the Official Records of Sonoma County (the "Parcel Map").

B. On November 29, 2009, the City executed that certain deferred improvement agreement which was recorded on December 11, 2009, as Instrument No. 2009119214 in the Official Records of Sonoma County (the "Deferred Improvement Agreement"), which applied to and provided for the deferred construction of subdivision improvements for all of the property subject to the Parcel Map – Lots 1, 2, 3 and 4 – without differentiation as to the work required for each lot.

C. City has conveyed Lots 2, 3, and 4 to Redwood Equities Investments LLC ("Redwood Equities") pursuant to that certain Purchase and Sale/Closing Agreement between City and Redwood Equities (the "Redwood Equities Agreement"). As part of the Redwood Equities Agreement, the City Property was modified by three lot-line adjustments as more particularly described therein. These lot-line adjustments were recorded on April 3, 2013, as Instrument Nos. 20130034300 through 20130034303, inclusive, in the Official Records of Sonoma County.

D. Redwood Equities has subsequently conveyed Lot 2 (the "Fiori Estates Property") to Developer, and Developer has received entitlements from the City to develop thereon a rental apartment project and to construct the subdivision improvements required of Lot 2.

E. The Fiori Estates Property consists of an 11.09 acre site located on Dowdell Avenue northerly of Carlson Court identified by Sonoma County Assessor as parcel number 143-040-125 and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

F. The Fiori Estates Property is subject to the Deferred Improvement Agreement which obligates Developer to design and construct certain improvements for the benefit of the City and the public as required by Parcel Map No. 180 and the conditions of approval contained in Subdivision Committee Resolution No. 2009-20 adopted August 26, 2009, as further set forth thereon and therein ("Deferred Improvements"). Under the Deferred Improvement Agreement, the obligation to construct the Deferred Improvements: is undifferentiated between Lots 1, 2, 3, and 4; runs with Lots 1, 2, 3, and 4 as shown on the Parcel Map; and constitutes a lien against the Fiori Estates Property (as well as Lots 1, 3, and 4) in such amount, including interest, as provided in Rohnert Park Municipal Code section 16.16.070, and subject to foreclosure in the event of a default in payment.

G. City has approved Developer's application for a Conditional Use Permit and Site Plan and Architectural Review (PL2012-039UP/SR) pursuant to Planning Commission Resolution No. 2013-07 (the "Project Approvals") to develop a 244-unit apartment project to be known as the Fiori Estates Apartments (the "Project") on the Fiori Estates Property.

H. To satisfy the obligations applicable to the Fiori Estates Property under the Deferred Improvement Agreement and to satisfy the requirement of subdivision improvements for the Fiori Estates Property, Developer proposes to design, construct, and install certain off-site public improvements generally described in Exhibit B attached hereto (the "Improvements"). Developer shall complete plans for the Improvements and shall submit those plans to City for its review and approval pursuant to Chapter 16.16 of the Rohnert Park Municipal Code ("Municipal Code"). As used in said Chapter 16.16, the term "Subdivider" shall mean the same as "Developer" in this Agreement. No Building Permit shall be approved for the development of the Fiori Estates Property until the Developer either completes the Improvements or enters into this Agreement and bonds for said Improvements. The obligation to construct the Improvements under this Agreement shall supersede and replace any obligations of the Fiori Estates Property under the Deferred Improvement Agreement and following execution of this Agreement, the

discovered by City. Upon completion of all things to be done hereunder and the expiration of the one (1) year period, City shall release the Warranty Bond and provide evidence of completion of all things required of Developer under this Agreement.

4.10. Erosion Control. Pursuant to Rohnert Park Municipal Code Chapters 13.64 (Storm Water Discharge) and 15.52 (Erosion and Sediment Control), Developer shall be responsible for the control of erosion on the Fiori Estates Property and shall prevent its entry into the storm drainage system.

4.11. Encroachment Permits. Developer shall obtain, at its sole cost and expense, any encroachment permits required by the City in order to construct the Improvements in accordance with the provisions of Rohnert Park Municipal Code Chapter 12.04.

4.12. Record Drawings. Upon completion of the Improvements and prior to final acceptance by the City Council, Developer shall deliver to City one electronic file, in a format specified by the City Engineer, and one mylar copy of "as-built" drawings. These drawings shall be in a form acceptable to the City Engineer, shall be certified by an engineer licensed by the State of California as to accuracy and completeness, and shall reflect the Improvements as actually constructed, with any and all changes incorporated therein. Developer shall be solely responsible and liable for ensuring the completeness and accuracy of the record drawings.

4.13. Ownership of Improvements. From and after acceptance of the Improvements by formal action of the City Council, ownership of the Improvements shall be vested exclusively in City.

4.14. Prevailing Wages. The work of the Improvements constitutes a "public work" as defined in the California Labor Code, section 1771, *et seq* ("Labor Code Regulations"). Developer agrees and acknowledges that the construction of the Improvements is subject to the payment of prevailing wages and agrees to comply with the requirements of the Labor Code Regulations. Further, Developer agrees to defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all claims, damages, suits or actions arising out of or incident to Developer's obligations under this section.

4.15. Contractor Licenses. All work performed on the Improvements shall be done only by contractors licensed in the State of California and qualified to perform the type of work required and comply with the City's Business License Ordinance.

## 5. Public Facilities Fee Credit.

5.1. Eligible Improvements. The Improvements eligible to receive the Public Facilities Fee Credit described in this Section 5 is the extension and widening of Dowdell Avenue along the Fiori Estates Property frontage more particularly described in Paragraph 1 of Exhibit B. If the alternative obligations of the Fiori Estates Property for the construction, implementation and financing of on-site or off-site subdivision improvements pursuant to the Deferred Improvement Agreement that are described in Paragraph 2 of Exhibit B are triggered,

- (8) Developer and Developer's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents and volunteers for losses paid under Developer's workers' compensation insurance policy which arise from the work performed by Developer.

In the event that Developer's insurance is cancelled, Developer shall provide replacement coverage or all work must cease as of the cancellation date until replacement insurance coverage is provided.

8.3. Workers' Compensation Insurance. Developer shall provide, or cause to be provided, Workers' Compensation insurance as required by law, and shall cause its contractors and their subcontractors, agents and representatives to also maintain Workers' Compensation insurance as required by law. No Work shall commence until such Workers' Compensation insurance is obtained and in full force and effect.

8.4. Other Insurance Requirements. Developer shall:

- (1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days prior written notice to City.
- (2) Provide to City certified copies of endorsements and policies if requested by City, and properly executed certificates of insurance evidencing the insurance required herein.
- (3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior to completion and acceptance of the Improvements.
- (4) Maintain all insurance required herein from the time of execution of this Agreement until the acceptance of the Improvements.
- (5) Place all insurance required herein with insurers licensed to do business in California

9. Breach of Agreement; Opportunity to Cure; Remedies.

9.1. Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement:

- (1) Developer refuses or fails to complete the Improvements within the time set forth herein or abandons the Improvements or the Project.
- (2) Developer assigns this Agreement without the prior written consent of City.
- (3) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency.
- (4) Developer or Developer's contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement.

- (5) Any delay in the construction of any portion of the Improvements or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.
- (6) Any delay in the construction of any portion of the Improvements or repairs, which in the reasonable opinion of the City Engineer, will cause Developer to fail to complete the Improvements within the time set forth herein.

City may serve written notice of breach and default upon Developer and the financial institution holding the bonds. Said notice shall specify the particulars of such breach and default and shall set forth a reasonable period of time for Developer and/or the surety to cure said breach and default to the satisfaction of City.

9.2. Breach of Agreement; Failure to Cure; Performance by City. If City gives Developer notice under Section 8.1 of breach and default of this Agreement, and such breach and default continues for thirty (30) days after written notice thereof from City to Developer, or if such default is of a nature that curing such default will take more than thirty (30) days Developer has failed to commence such cure within such thirty (30) day period and to thereafter diligently pursue completion of such cure, City may proceed to complete the Improvements by contract or other method City considers advisable, at the sole expense of Developer. Developer, immediately upon demand, shall pay the costs and charges related to the Improvements and any subsequent repairs. City, without liability for doing so, may take possession of and utilize in completing the Improvements and repairs, if any, such materials and other property belonging to Developer as may be on or about the Fiori Estates Property and necessary for completion of the work. In the event of default, the financial institution holding the bonds shall be liable to City to pay the face amount of the bonds, as specified under Section 6.

9.3. Remedies. City may bring legal action to compel performance of this Agreement and recover the costs of completing the Improvements and/or repairs, if any, including City's administrative and legal costs. Developer agrees that if legal action is brought by City under this section of the Agreement, Developer shall pay all of the costs of suit, reasonable attorney fees, arbitration costs and such other costs as may be determined by the court or arbitrator. No failure on the part of City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder.

#### 10. Miscellaneous.

10.1. Compliance with Applicable Laws. Developer shall insure that all work performed on the Improvements is performed in a manner which fully complies with all applicable federal, state, county and local government laws, regulations and rules, including all rules and regulations of City, as these rules and regulations may be modified or changed from time to time.

10.2. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; or (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and



Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this section.

**CITY:** City Manager  
City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928

**With Copy To:** City Attorney  
City of Rohnert Park  
1901 Harrison St., Suite 900  
Oakland, CA 94612-3582

**DEVELOPER:** The Spanos Corporation  
100 Trinity Parkway, 5<sup>th</sup> Floor  
Stockton, CA 95219-7238  
Attention: Tom Allen

**With Copy To:** Marc Hardy, Esq.  
General Counsel  
The Spanos Corporation  
100 Trinity Parkway, 5<sup>th</sup> Floor  
Stockton, CA 95219-7238

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

10.3. Termination. In the event that Developer defaults in the performance of any of its obligations under this Agreement, or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement upon written notice to Developer. In the event of such termination, Developer shall provide City with detailed statements to track the actual costs in constructing the Improvements to the date of termination and the actual amount spent shall be determined by City ("Actual Cost"). In the event that any fee credits granted exceed the Actual Cost, Developer shall repay the City any amount owed within ten (10) business days of notice by the City. If any portion of said amount remains unpaid after ten (10) business days from City's written demand for same, Developer expressly acknowledges and agrees that such amount may be placed upon the Fiori Estates Property as a lien and special assessment. The assessment shall continue until it is paid, together with interest at the legal maximum rate computed from the date of confirmation of the statement until payment. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and procedure and sale in case of delinquency as is provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the

special assessment. In addition, City may use any other available legal means to collect the unpaid amount and the choice of one remedy does not affect City's ability to use alternative remedies

10.4. Attorney's Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement by either Party, the prevailing Party shall be entitled to all costs of suit, including reasonable attorney's fees, arbitration costs, and such other costs as may be determined by the court or arbitrator.

10.5. Entire Agreement. This Agreement constitutes the final and exclusive understanding and agreement of the Parties and supersedes all prior negotiations or previous agreements, written or oral, with respect to the subject matter hereof. This Agreement may not be altered, amended, or modified except as provided in Section 9.10.

10.6. Agreement Runs with the Land. This Agreement shall be recorded in the Official Records of Sonoma County and shall constitute covenants running with the Fiori Estates Property, and shall be binding upon successors, heirs, and assigns.

10.7. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, and any assignment without such written consent shall be void and ineffective. The written notice shall become effective within thirty (30) days upon delivery to City, provided that City shall not be responsible for any misdirected written notices under this section.

10.8. Time of Essence. Time is of the essence for this Agreement and each and every term and condition hereof.

10.9. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

10.10. Waiver or Modification. Any waiver or modification of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of each Party.

10.11. Relationship of the Parties. The Parties do not intend by this Agreement to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's-length transaction. Developer's relationship to City, if any, arising herefrom is strictly that of an independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer.

10.12. Binding on Successors/Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and inures to the benefit of the respective successors and assigns of the Parties. No other person has any rights, interests, or claims hereunder, or is entitled to any benefits under or on account of this Agreement as a third-party beneficiary. City does not

assume any liability, duty, or obligation to Developer's contractors, subcontractors, or agents by execution or performance of this Agreement, and not contractors, subcontractors, or agents of either Party are third-party beneficiaries of this Agreement.

10.13. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Sonoma, State of California.

10.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

10.15. Interpretation. This Agreement shall be construed according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identify of the party preparing or drafting the Agreement, or any part thereof, shall apply to the interpretation of this Agreement.

10.16. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

10.17. Authority. Each party executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

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

\_\_\_\_\_  
Gabriel A. Gonzalez, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

ATTEST:

\_\_\_\_\_  
JoAnne Buerger, City Clerk

DEVELOPER:

THE SPANOS CORPORATION,  
A California corporation

By:   
Name: **Steven L. Cohen**  
Title: **Executive Vice President**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Need to Insert:

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B – DESCRIPTION OF PUBLIC IMPROVEMENTS

EXHIBIT C – COST ESTIMATE FOR PUBLIC IMPROVEMENTS

EXHIBIT D – COSTS TO BE CREDITED AGAINST PF FEE

Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this section.

**CITY:** City Manager  
City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928

**With Copy To:** City Attorney  
City of Rohnert Park  
1901 Harrison St., Suite 900  
Oakland, CA 94612-3582

**DEVELOPER:** The Spanos Corporation  
100 Trinity Parkway, 5<sup>th</sup> Floor  
Stockton, CA 95219-7238  
Attention: Tom Allen

**With Copy To:** Marc Hardy, Esq.  
General Counsel  
The Spanos Corporation  
100 Trinity Parkway, 5<sup>th</sup> Floor  
Stockton, CA 95219-7238

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

10.3. Termination. In the event that Developer defaults in the performance of any of its obligations under this Agreement, or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement upon written notice to Developer. In the event of such termination, Developer shall provide City with detailed statements to track the actual costs in constructing the Improvements to the date of termination and the actual amount spent shall be determined by City ("Actual Cost"). In the event that any fee credits granted exceed the Actual Cost, Developer shall repay the City any amount owed within ten (10) business days of notice by the City. If any portion of said amount remains unpaid after ten (10) business days from City's written demand for same, Developer expressly acknowledges and agrees that such amount may be placed upon the Fiori Estates Property as a lien and special assessment. The assessment shall continue until it is paid, together with interest at the legal maximum rate computed from the date of confirmation of the statement until payment. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and procedure and sale in case of delinquency as is provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the

special assessment. In addition, City may use any other available legal means to collect the unpaid amount and the choice of one remedy does not affect City's ability to use alternative remedies

10.4. Attorney's Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement by either Party, the prevailing Party shall be entitled to all costs of suit, including reasonable attorney's fees, arbitration costs, and such other costs as may be determined by the court or arbitrator.

10.5. Entire Agreement. This Agreement constitutes the final and exclusive understanding and agreement of the Parties and supersedes all prior negotiations or previous agreements, written or oral, with respect to the subject matter hereof. This Agreement may not be altered, amended, or modified except as provided in Section 9.10.

10.6. Agreement Runs with the Land. This Agreement shall be recorded in the Official Records of Sonoma County and shall constitute covenants running with the Fiori Estates Property, and shall be binding upon successors, heirs, and assigns.

10.7. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, and any assignment without such written consent shall be void and ineffective. The written notice shall become effective within thirty (30) days upon delivery to City, provided that City shall not be responsible for any misdirected written notices under this section.

10.8. Time of Essence. Time is of the essence for this Agreement and each and every term and condition hereof.

10.9. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

10.10. Waiver or Modification. Any waiver or modification of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of each Party.

10.11. Relationship of the Parties. The Parties do not intend by this Agreement to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's-length transaction. Developer's relationship to City, if any, arising herefrom is strictly that of an independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer.

10.12. Binding on Successors/Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and inures to the benefit of the respective successors and assigns of the Parties. No other person has any rights, interests, or claims hereunder, or is entitled to any benefits under or on account of this Agreement as a third-party beneficiary. City does not

assume any liability, duty, or obligation to Developer's contractors, subcontractors, or agents by execution or performance of this Agreement, and not contractors, subcontractors, or agents of either Party are third-party beneficiaries of this Agreement.

10.13. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Sonoma, State of California.

10.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

10.15. Interpretation. This Agreement shall be construed according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identify of the party preparing or drafting the Agreement, or any part thereof, shall apply to the interpretation of this Agreement.

10.16. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

10.17. Authority. Each party executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

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

\_\_\_\_\_  
Gabriel A. Gonzalez, City Manager

APPROVED AS TO FORM:


\_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

ATTEST:

\_\_\_\_\_  
JoAnne Buergler, City Clerk

DEVELOPER:

THE SPANOS CORPORATION,  
A California corporation

By:   
Name: **Steven L. Cohen**  
Title: **Executive Vice President**

By: \_\_\_\_\_  
Name:  
Title:

Need to Insert:

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B – DESCRIPTION OF PUBLIC IMPROVEMENTS

EXHIBIT C – COST ESTIMATE FOR PUBLIC IMPROVEMENTS

EXHIBIT D – COSTS TO BE CREDITED AGAINST PF FEE



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2013 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.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2013 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.

\_\_\_\_\_  
Notary Public



STATE OF CALIFORNIA

COUNTY OF

San Joaquin

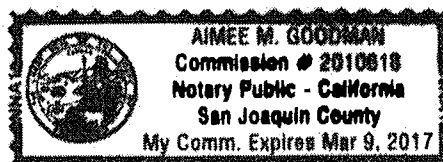
)  
) ss.  
)

On 09-23, 2013 before me, Aimee M. Goodman, Notary Public, personally appeared Steven L. Cohen, 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.

Aimee M. Goodman  
Notary Public



## EXHIBIT A

### LEGAL DESCRIPTION OF FIORI ESTATES PROPERTY

Lot 2 as shown on City of Rohnert Park Parcel Map No. 180, filed for record in Book 736 of maps, pages 30 through 32, Sonoma County Records.

Together with that portion conveyed to City of Rohnert Park, a municipal corporation by Lot Line Adjustment Grant Deed, recorded March 3, 2013 as Serial Number 20130034300, Sonoma County Records, more particularly described as follows:

Lying within the State of California, County of Sonoma, City of Rohnert Park and being a portion of the lands of Cotati-Rohnert Park Unified School District as described by Deed recorded under Document Number 1988-070085 Official Records of Sonoma County, said portion being described as follows:

BEGINNING at the northwest corner of said lands of Cotati-Rohnert Park Unified School District, said corner also being the southwest corner of Lot 2 as shown on Parcel Map No. 180 filed in Book 736 of Maps, Pages 30 through 32, Sonoma County Records; thence along the common line of said lands of Cotati-Rohnert Park Unified School District and Lot 2, North 89°43' 10" East 28.88 feet; thence leaving said common line, South 00°16'50" East 20.00 feet; thence parallel with said common line, South 89°43' 10" West 26.11 feet to the easterly right of way line of Labath Avenue; thence along a non-tangent curve concave southwesterly of which the radius point bears South 64° 13 '28" West with a radius of 280.00 feet; through a central angle of 01°17'17", for an arc length of 6.29 feet to the point of intersection with the westerly line said lands of Cotati-Rohnert Park Unified School District; thence leaving said easterly right of way line, along said westerly line, North 00°16'50" West 14.35 feet to the POINT OF BEGINNING.

Excepting therefrom that portion conveyed to Cotati-Rohnert Park Unified School District, a public entity by Lot Line Adjustment Grant Deed executed by City of Rohnert Park, a municipal corporation recorded April 3, 2013 as Instrument 2013 34302 of Official Records, containing 2,366 square feet more or less.

Also Excepting therefrom that portion conveyed to Rural California Broadcasting Corporation, a California non-profit public benefit corporation by Lot Line Adjustment Grant Deed executed by the City of Rohnert Park, a municipal corporation recorded April 3, 2013 as Instrument 2013 34303 of Official Records, containing 1,324 square feet more or less.

Containing 11.09 acres more or less  
End of Legal Description

## EXHIBIT B

### DESCRIPTION OF IMPROVEMENTS

#### 1. Improvements to be Credited Towards Public Facilities Finance Plan Fee

##### 1.1 Extension of Dowdell Avenue – South Segment

Developer shall design, construct, and install the extension of Dowdell Avenue from the Martin Avenue Extension on the south to the extension of the northerly property line of Lot 2 as shown on City Rohnert Park Parcel Map No. 180, filed for record in Book 736 of maps, pages 30 through 32, Sonoma County Records, State of California, on the north, including all utilities and appurtenances of Public Street in compliance with City Manual of Standards, Details and Specifications, subject to City Engineer approval (the "South Segment").

**Deadline:** The South Segment must be completed prior to the issuance of certificates of occupancy for any of the Project apartment units.

##### 1.2 Extension of Dowdell Avenue – North Segment

Developer shall design, construct, and install the extension of Dowdell Avenue from the northerly property line of Lot 2 as shown on City Rohnert Park Parcel Map No. 180, filed for record in Book 736 of maps, pages 30 through 32, Sonoma County Records, State of California, on the south to Business Park Drive on the north, including all utilities and appurtenances of Public Street in compliance with City Manual of Standards, Details and Specifications, subject to City Engineer approval (the "North Segment").

**Deadline:** The North Segment or the alternative improvements to Carlson Avenue described in Paragraph 2, below must be constructed prior to the issuance of certificate of occupancy for the 200<sup>th</sup> and all further apartment units for the Project. In the event that Developer is unable to construct the North Segment, for reasons beyond the control of Developer, Developer shall construct the alternative improvements to Carlson Avenue described in Paragraph 2, below.

#### 2. Alternative Access Improvements: Subdivision Improvements Associated with Parcel Map No. 180 and required pursuant to the Deferred Improvements Agreement

##### 2.1 Extension of Carlson Avenue

If Developer constructs the North Segment as provided above, Developer shall have no obligation to construct the alternative improvements to Carlson Avenue described in this Paragraph 2. If, however, Developer, for reasons beyond its control, is unable to construct the North Segment as described in Paragraph 1, above, Developer shall design, construct, and install the following improvements pursuant to the Deferred

Improvement Agreement and as shown on the Stadium Lands Tentative Parcel Map on file with the City, Planning file number PL2007-029TPM, more particularly described as follows;

- a. A portion of Carlson Ave. consisting of the north side curb, gutter, sidewalk and 24-feet of roadway from the existing easterly end of existing curb, gutter and sidewalk to Dowdell Ave, approximately 240-feet. Including a sidewalk access ramp on the existing west side of the KRCB access driveway.
- b. Widen the existing portion of Carlson Ave, approximately 5-feet, to provide 24-feet of paved roadway, approximately 250-feet length.
- c. A 12-inch water main within Carlson Ave. from Dowdell Ave. to connect with an existing water main within Carlson Ave., approximately 240-feet.
- d. Grading and drainage along the south side of Carlson Ave. to direct runoff to appropriate storm drain facilities.
- e. All in conformance with City Manual of Standards, Municipal Codes and State laws and subject to City Engineer approval

**EXHIBIT C**  
**COST ESTIMATE FOR PUBLIC IMPROVEMENTS**  
**(ATTACH ESTIMATED COST OF PUBLIC IMPROVEMENTS)**

## EXHIBIT C

Dowdell Avenue, Martin Avenue to 850-feet south of Business Park Dr., project cost estimate

	Quantity	Unit	Unit Cost	Item Total Cost	Contingency and Soft Costs	Total Cost	Cost/LF	Comments
<b><u>Pavement</u></b>				<b>\$402,316</b>		<b>\$583,358</b>		
Mobilization	10 %			\$36,574	\$16,458	\$53,033	\$49.33	
Clearing and Grubbing	61,813 SF		0.27	\$16,689	\$7,510	\$24,200	\$22.51	
Earthwork (curb to curb)	3,822 CY		14.91	\$56,989	\$25,645	\$82,635	\$76.87	
Lime Treatment (curb to curb)	5,733 SY		1.16	\$6,651	\$2,993	\$9,643	\$8.97	
Pavement	48,375 SF		5.9	\$285,413	\$128,436	\$413,848	\$384.98	
<b><u>Median And Frontage</u></b>				<b>\$366,303</b>		<b>\$531,139</b>		
Mobilization	10 %			\$33,300	\$14,985	\$48,285	\$44.92	
Curb and Gutter	2,150 LF		26.5	\$56,975	\$25,639	\$82,614	\$76.85	Curb and Gutter on both sides
PCC Sidewalk	6,125 SF		6.14	\$37,608	\$16,923	\$54,531	\$50.73	Sidewalk on one side, switch at Carlson
Street Lighting	14 EA		5000	\$70,000	\$31,500	\$101,500	\$94.42	Streetlights both sides
Landscaping	4,838 SF		6.5	\$31,444	\$14,150	\$45,593	\$42.41	Landscaping on one side
Joint Trench	1,075 LF		127.42	\$136,977	\$61,639	\$198,616	\$184.76	
<b><u>Wet Utilities</u></b>				<b>\$276,856</b>		<b>\$401,440</b>		
Storm Drain	1,075 LF		63.27	\$68,015	\$30,607	\$98,622	\$91.74	
Sanitary Sewer	1,075 LF		49.03	\$52,707	\$23,718	\$76,426	\$71.09	
Water Main	1,075 LF		72.62	\$78,067	\$35,130	\$113,196	\$105.30	
Recycled Water Main	1,075 LF		72.62	\$78,067	\$35,130	\$113,196	\$105.30	

**Total Cost****\$1,045,475****\$1,515,938**

## Assumptions

Length	1075 Feet
HMA width	45 Feet
Curb to Curb Width	48 Feet
Earthwork	2 feet excavation
Curb	0.5 Feet wide
Gutter	1.5 Feet wide
Streetlights	160 feet apart on both sides of street
Landscaping	4.5 Feet wide
Sidewalk	5 Feet wide
Sidewalk on two sides for 150 feet	150



## EXHIBIT C

Dowdell Avenue, 850 south of Business Park Dr. to Business Park Dr., project cost estimate

	Quantity	Unit	Unit Cost	Item Total Cost	Contingency and Soft Costs	Total Cost	Cost/LF	Comments
<b>Pavement</b>				<b>\$318,110</b>		<b>\$461,260</b>		
Mobilization	10	%		\$28,919	\$13,014	\$41,933	\$39.01	
Clearing and Grubbing	48,875	SF	0.27	\$13,196	\$5,938	\$19,135	\$17.80	
Earthwork (curb to curb)	3,022	CY	14.91	\$45,061	\$20,278	\$65,339	\$60.78	
Lime Treatment (curb to curb)	4,533	SY	1.16	\$5,259	\$2,366	\$7,625	\$7.09	
Pavement	38,250	SF	5.9	\$225,675	\$101,554	\$327,229	\$304.40	
<b>Median And Frontage</b>				<b>\$279,746</b>		<b>\$405,632</b>		
Mobilization	10	%		\$25,431	\$11,444	\$36,876	\$34.30	
Curb and Gutter	1,700	LF	26.5	\$45,050	\$20,273	\$65,323	\$60.77	Curb and Gutter on both sides
PCC Sidewalk	4,250	SF	6.14	\$26,095	\$11,743	\$37,838	\$35.20	Sidewalk on one side
Street Lighting	10	EA	5000	\$50,000	\$22,500	\$72,500	\$67.44	Streetlights both sides
Landscaping	3,825	SF	6.5	\$24,863	\$11,188	\$36,051	\$33.54	Landscaping on one side
Joint Trench	850	LF	127.42	\$108,307	\$48,738	\$157,045	\$146.09	
<b>Wet Utilities</b>				<b>\$218,909</b>		<b>\$317,418</b>		
Storm Drain	850	LF	63.27	\$53,780	\$24,201	\$77,980	\$72.54	
Sanitary Sewer	850	LF	49.03	\$41,676	\$18,754	\$60,429	\$56.21	
Water Main	850	LF	72.62	\$61,727	\$27,777	\$89,504	\$83.26	
Recycled Water Main	850	LF	72.62	\$61,727	\$27,777	\$89,504	\$83.26	

**Sub-Total Cost****\$816,765****\$1,184,310**

## Assumptions

Length	850 Feet
HMA width	45 Feet
Curb to Curb Width	48 Feet
Earthwork	2 feet excavation
Curb	0.5 Feet wide
Gutter	1.5 Feet wide
Streetlights	160 feet apart on both sides of street
Landscaping	4.5 Feet wide
Sidewalk	5 Feet wide

## EXHIBIT C

page 3 of 3

Carlson Avenue, 490-foot east of Dowdell Ave to Dowdell Ave., project cost estimate

	Quantity	Unit	Unit Cost	Item Total Cost	Contingency and Soft Costs	Total Cost	Cost/LF	Comments
<b><u>Pavement</u></b>				<b><u>\$55,143</u></b>		<b><u>\$79,957</u></b>		
Mobilization	10 %			\$5,013	\$2,256	\$7,269	\$6.76	Mobilization included above
Clearing and Grubbing	8330 SF		0.27	\$2,249	\$1,012	\$3,261	\$3.03	
Earthwork (curb to curb)	519.26 CY		14.91	\$7,742	\$3,484	\$11,226	\$10.44	
Lime Treatment (curb to curb)	778.89 SY		1.16	\$904	\$407	\$1,310	\$1.22	
Pavement	6650 SF		5.9	\$39,235	\$17,656	\$56,891	\$52.92	
<b><u>Median And Frontage</u></b>				<b><u>\$19,617</u></b>		<b><u>\$28,445</u></b>		
Mobilization	10 %			\$1,783	\$803	\$2,586	\$2.41	Mobilization included above
Curb and Gutter	240 LF		26.5	\$6,360	\$2,862	\$9,222	\$8.58	
PCC Sidewalk	240 LF		6.14	\$1,474	\$663	\$2,137	\$1.99	
Street Lighting	2 EA		5000	\$10,000	\$4,500	\$14,500	\$13.49	
Landscaping	0 SF		6.5	\$0	\$0	\$0	\$0.00	No Landscaping proposed
Joint Trench	0 LF		127.42	\$0	\$0	\$0	\$0.00	No Joint Trench proposed
<b><u>Wet Utilities</u></b>								
Water Main	240 LF		72.62	\$17,429	\$7,843	\$25,272	\$23.51	
<b>Total Cost, Alternative Improvements</b>				<b><u>\$92,189</u></b>		<b><u>\$133,673</u></b>		

Assumptions								
Length of 24-foot road	240 Feet							\$1,649,611
Length of 5' road widening	250 Feet							
HMA width	22.5 Feet							
Curb to Edge of pavement Width	24 Feet							
Earthwork	2 feet excavation							
Curb	0.5 Feet wide							
Gutter	1.5 Feet Wide							
Street Lights	160 feet apart on both sides of street							
Landscaping	0 feet width							
Sidewalk	5 Feet wide							
Widen existing roadway	1250 Square Feet, (250 x 5)							\$2,700,248

Footnote: Alternative improvements (Carlson Ave.) as described in second paragraph of Exhibit B

**EXHIBIT D**  
**COSTS TO BE CREDITED AGAINST PUBLIC FACILITIES FINANCING FEE**  
**FOR THE FIORI ESTATES APARTMENTS PROJECT**

**(ATTACH LIST OF PUBLIC FACILITIES FINANCING FEES CREDIT)**

EXHIBIT D

Dowdell Avenue, 850 south of Business Park Dr. to Business Park Dr., project cost estimate

	Quantity	Unit	Unit Cost	Item Total Cost	Contingency and Soft Costs	Total Cost	Cost/LF	Comments
<b>Pavement</b>				<b>\$318,110</b>		<b>\$461,260</b>		
Mobilization	10 %			\$28,919	\$13,014	\$41,933	\$49.33	
Clearing and Grubbing	48,875 SF		0.27	\$13,196	\$5,938	\$19,135	\$22.51	
Earthwork (curb to curb)	3,022 CY		14.91	\$45,061	\$20,278	\$65,339	\$76.87	
Lime Treatment (curb to curb)	4,533 SY		1.16	\$5,259	\$2,366	\$7,625	\$8.97	
Pavement	38,250 SF		5.9	\$225,675	\$101,554	\$327,229	\$384.98	
<b>Median And Frontage</b>				<b>\$279,746</b>		<b>\$405,632</b>		
Mobilization	10 %			\$25,431	\$11,444	\$36,876	\$43.38	
Curb and Gutter	1,700 LF		26.5	\$45,050	\$20,273	\$65,323	\$76.85	Curb and Gutter on both sides
PCC Sidewalk	4,250 SF		6.14	\$26,095	\$11,743	\$37,838	\$44.52	Sidewalk on one side
Street Lighting	10 EA		5000	\$50,000	\$22,500	\$72,500	\$85.29	Streetlights both sides
Landscaping	3,825 SF		6.5	\$24,863	\$11,188	\$36,051	\$42.41	Landscaping on one side
Joint Trench	850 LF		127.42	\$108,307	\$48,738	\$157,045	\$184.76	
<b>Wet Utilities</b>				<b>\$218,909</b>		<b>\$317,418</b>		
Storm Drain	850 LF		63.27	\$53,780	\$24,201	\$77,980	\$91.74	
Sanitary Sewer	850 LF		49.03	\$41,676	\$18,754	\$60,429	\$71.09	
Water Main	850 LF		72.62	\$61,727	\$27,777	\$89,504	\$105.30	
Recycled Water Main	850 LF		72.62	\$61,727	\$27,777	\$89,504	\$105.30	

Sub-Total Cost

**\$816,765**

**\$1,184,310**

Assumptions

Length

850 Feet

HMA width

45 Feet

Curb to Curb Width

48 Feet

Earthwork

2 feet excavation

Curb

0.5 Feet wide

Gutter

1.5 Feet wide

Streetlights

160 feet apart on both sides of street

Landscaping

4.5 Feet wide

Sidewalk

5 Feet wide

EXHIBIT D

Dowdell Avenue, Martin Avenue to 850-feet south of Business Park Dr., project cost estimate

	Quantity	Unit	Unit Cost	Item Total Cost	Contingency and Soft Costs	Total Cost	Cost/LF	Comments
<b>Pavement</b>				<b>\$402,316</b>		<b>\$583,358</b>		
Mobilization	10 %			\$36,574	\$16,458	\$53,033	\$49.33	
Clearing and Grubbing	61,813 SF		0.27	\$16,689	\$7,510	\$24,200	\$22.51	
Earthwork (curb to curb)	3,822 CY		14.91	\$56,989	\$25,645	\$82,635	\$76.87	
Lime Treatment (curb to curb)	5,733 SY		1.16	\$6,651	\$2,993	\$9,643	\$8.97	
Pavement	48,375 SF		5.9	\$285,413	\$128,436	\$413,848	\$384.98	
<b>Median And Frontage</b>				<b>\$366,303</b>		<b>\$531,139</b>		
Mobilization	10 %			\$33,300	\$14,985	\$48,285	\$44.92	
Curb and Gutter	2,150 LF		26.5	\$56,975	\$25,639	\$82,614	\$76.85	Curb and Gutter on both sides
PCC Sidewalk	6,125 SF		6.14	\$37,608	\$16,923	\$54,531	\$50.73	Sidewalk on one side, switch at Carlson
Street Lighting	14 EA		5000	\$70,000	\$31,500	\$101,500	\$94.42	Streetlights both sides
Landscaping	4,838 SF		6.5	\$31,444	\$14,150	\$45,593	\$42.41	Landscaping on one side
Joint Trench	1,075 LF		127.42	\$136,977	\$61,639	\$198,616	\$184.76	
<b>Wet Utilities</b>				<b>\$276,856</b>		<b>\$401,440</b>		
Storm Drain	1,075 LF		63.27	\$68,015	\$30,607	\$98,622	\$91.74	
Sanitary Sewer	1,075 LF		49.03	\$52,707	\$23,718	\$76,426	\$71.09	
Water Main	1,075 LF		72.62	\$78,067	\$35,130	\$113,196	\$105.30	
Recycled Water Main	1,075 LF		72.62	\$78,067	\$35,130	\$113,196	\$105.30	

**Sub-Total Cost**

**\$1,045,475**

**\$1,515,938**

**Total Dowdell both segments**

**\$2,700,248**

Assumptions	1075 Feet
Length	45 Feet
HMA width	48 Feet
Curb to Curb Width	2 feet excavation
Earthwork	0.5 Feet wide
Curb	1.5 Feet wide
Gutter	160 feet apart on both sides of street
Streetlights	4.5 Feet wide
Landscaping	5 Feet wide
Sidewalk	150
Sidewalk on two sides for 150 feet	