

RESOLUTION NO. 2005-727

Adopted by the Sacramento City Council

October 11, 2005

AMENDING THE AGREEMENT RELATING TO THE DESIGN AND CONSTRUCTION OF GRANITE REGIONAL PARK IMPROVEMENTS, PHASE II, CITY AGREEMENT NO. 2005-0096

BACKGROUND:

- A. In August 1998, the City Council approved a Planned Unit Development for Granite Regional Park.
- B. In October 2004, the City Council designated funds for the development of Granite Regional Park. In March 2005, the master plan was approved by City Council.
- C. In June 2005, the City Council approved the park development agreement between the City of Sacramento and the Regional Park General, for the Phase II development of Granite Regional Park, as it relates to the Granite Regional Park Development Agreement.
- D. In June 2005, the City Council approved the suspension of competitive bidding for Phase II development to allow RPG to contract with Westfork Construction.
- E. As stated in the *Agreement*, the City or Developer may contribute toward the development of the Park Site. The City has funding available for that purpose.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Suspends competitive bidding as to the future construction phases of the 24/7 soccer field and the skate park and authorizes the City Manager to negotiate a sole source construction contract with Westfork Construction Company as general contractor for such work.
- Section 2. Approves the first amendment to agreement relating to design and construction of Granite Regional Park Improvements, Phase II.
- Section 3. Approves a transfer of \$147,000 (Fund 512) from the Proposition 12 Per Capita Grant Fund CIP LZ01 and \$153,000 from Roberti Zberg Harris (RZH) Block Grant Fund CIP LZ51 to Granite Regional Park CIP LV93.

Table of Contents: Exhibit A – First Amendment to City Agreement No. 2005-0096

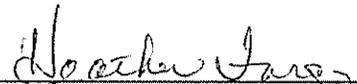
Adopted by the City of Sacramento City Council on October 11, 2005 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters and Mayor Fargo.

Noes: None

Abstain: None

Absent: None



Mayor Heather Fargo

Attest:



Shirley Concolino, City Clerk

FIRST AMENDMENT TO AGREEMENT RELATING TO
DESIGN AND CONSTRUCTION OF
GRANITE REGIONAL PARK IMPROVEMENTS, PHASE II

This First Amendment (hereafter, the "First Amendment") to the "Agreement Relating to Design and Construction of Granite Regional Park Improvements, Phase II" is made and entered into as of _____, 2005, by and between the City of Sacramento, a charter municipal corporation ("City") and Regional Park General, a California general partnership ("Developer").

Recitals

A. The City and Developer previously entered into the "Agreement Relating to Design and Construction of Granite Regional Park Improvements, Phase II," and designated as City Agreement No. 2005-096 (the "Agreement");

B. The parties have agreed to changes in projected cost of constructing the improvements described in the Agreement and have agreed to funding provided by the City in support of the project described in the Agreement ("Project"), and, hence, desire to amend the Agreement as provided below.

Agreement

NOW THEREFORE, in consideration of the mutual obligations set forth in the Agreement and this First Amendment, the County and City hereby amend the Agreement as follows:

1. The first sentence of Recital K of the Agreement shall be amended to read as follows: "Developer is willing to construct the Project, and to fund the costs of Project design and construction activities (the "Project Costs") allocated to Developer herein as set forth in Section 1.2.6 of this Agreement, provided, the City shall contribute the sum of \$300,000 ("City Contribution") toward payment of the Project Costs relating to the dog park improvements and various improvements in Area 2 as such area is described in Exhibit "A" to this Agreement ("Area 2")."

2. Section 1.2.6 of the Agreement shall be amended by adding the following sentence as the last sentence of Section 1.2.6: "The City shall provide the City Contribution toward payment of the Project Costs, provided that the City Contribution shall be applied to the cost of those improvements approved by the City and located in Area 2, including, without limitation, to dog park improvements."

3. The first sentence of Section 3.0 of the Agreement shall be amended to read as follows: "Upon Final Completion, Developer shall be entitled to credit against the RPG

Park Obligation for the Project Costs expended on Eligible Park Improvements, provided that such credit amount shall not include the amount of the City Contribution."

4. The second sentence of Section 3.0 of the Agreement shall be amended to read as follows: "The Developer shall be entitled to a credit against the RPG Park Obligation in an amount of Eligible Park Credits, not to exceed the lesser of (a) Developer's actual incurred Project Costs and (b) Project Costs approved by the City as reflected in the Final Budget, approved change orders, or other documents reflecting the City's approval; provided that such credit amount shall not include the amount of the City Contribution."

5. Except as specifically revised in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

6. This First Amendment may be executed in counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts shall together constitute one and the same instrument.

7. Each person signing this First Amendment warrants that it is authorized to bind its respective Party on whose behalf he or she signs.

CITY:
CITY OF SACRAMENTO
a charter municipal corporation

DEVELOPER:
REGIONAL PARK GENERAL
a California General Partnership
By: Power Inn Regional Park,
a California Limited Partnership,
its General Partner

Robert P. Thomas
City Manager
(or authorized designee)

Dain Domich, General Partner

ATTEST:

George Y. Separovich, General Partner

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Attorney for Developer