

TO: JAMES L. APP, CITY MANAGER
FROM: JOHN R. McCARTHY, DIRECTOR OF PUBLIC WORKS
SUBJECT: APPROVING A SEWER REIMBURSEMENT AGREEMENT FOR THE GOLDEN HILL ROAD SEWER MAIN
DATE: MARCH 2, 1999

Needs: For the City Council to authorize the Mayor to execute a Sewer Reimbursement Agreement with Rolling Hills Partners.

- Facts:**
1. Tract 1886, also known as Rolling Hills Estates is a residential development located on Golden Hill Road just south of Union Road.
 2. With the development of this project, a sewerline was extended from an existing manhole near Highway 46 East.
 3. The original developer of Tract 1886 requested a Sewer Reimbursement Agreement so that a portion of the construction cost can be recovered. Adjacent property owners would pay their pro-rata share as they connect to this sewer main.
 4. Tract 1886 now has a new owner, Rolling Hills Estates (Ken Clousten, representative).

Analysis and Conclusion: The City Attorney has determined that the new owners are to be the recipient of all fees thus far collected for the Golden Hill Road Sewer Reimbursement and all future fees collected in an amount not to exceed \$221,805.00. Further, the Agreement with Rolling Hills Partners shall expire on June 1, 2004.

Policy Reference: Municipal Code Title 14
Resolution No. 90-93 (which approved Tentative Tract 1886)

Fiscal Impact: No direct fiscal impact to the City other than staff time in administering the Reimbursement Agreement.

- Options:**
- A. That the City Council authorize the Mayor to execute the attached Sewer Reimbursement Agreement between the City and Rolling Hills Partners for Tract 1886.
 - B. That the City Council amend, modify, or reject the above options.

Attachments: (1)
1) Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
THE CITY OF EL PASO DE ROBLES
1000 Spring Street
Paso Robles, CA 93446

APN's: See Exhibit "A"

**SEWER REIMBURSEMENT AGREEMENT BETWEEN
THE CITY OF EL PASO DE ROBLES
AND ROLLING HILLS PARTNERS
FOR TRACT 1886**

THIS AGREEMENT is made this 5th day of February, 1999, in San Luis Obispo County, California, by and between the City of El Paso de Robles, hereinafter referred to as "City", and the Rolling Hills Partners, hereinafter referred to as "Applicant" with reference to the following recitals.

- A. The real properties affected by this Agreement are identified in Exhibit "A".
- B. The City of El Paso de Robles, on June 21, 1994 accepted the sewer main installed in Golden Hill Road from an existing manhole near Highway 46 up to Rolling Hills Road.
- C. The sewer main was constructed as part of the development of a residential tract known as Tract 1886, and qualifies for reimbursement pursuant to Title 14, Section 14.08.070 MIB of the Municipal Code of the City of El Paso de Robles, which provides that a developer of off-site sewer improvements is entitled to "a pro rata share of the cost of installing all sewer lines and appurtenances beyond the property line of installer where sewer lines are wholly outside the property of applicant and are subject to probable future use by connectors other than applicant."
- D. The City Council adopted Resolution No. 98-62 on April 21, 1998 which established the eligible amount of reimbursement to Applicant in the amount of \$221,805.00. Said Resolution further established the real properties which are subject to probable future use of the sewer main and the amount to be collected from each individual property owners connecting to the sewer line. Resolution 98-62 is attached hereto as Exhibit B and is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual conveyance contained herein, Applicant and City agree as follows:

1. Term.

This Agreement, along with the obligations of the City referenced herein, shall terminate on June 1, 2004.

2. Rate of Reimbursement.

During the term of this Agreement, the City shall collect from those real properties identified in Exhibit "A", who connect to the off-site sewer improvement, the sum of \$263.00 per residential dwelling unit, and \$993.00 per commercial/industrial acre. These charges shall be collected at the time a building permit is issued, and reimbursed to Applicant. Pursuant to Resolution 98-62, the total amount of reimbursement shall not exceed \$221,805.00.

3. City Connections.

3.1 The City may make connections to said off-site sewer improvements to serve public facilities without obligation to reimburse Applicant.

3.2 The City may also make or permit connections to said off-site sewer improvements to serve private property outside of the area of proration as determined by the City engineer; provided, however, that the City Council reserves the right to determine at the time whether or not the owners of such private property shall be subject to the reimbursement provisions of this Agreement.

4. Obligation of City.

If, for any reason, the reimbursement fee is or becomes legally uncollectible, the City shall not be responsible in any way for collecting the reimbursement charge and/or reimbursing the Applicant for the costs of the off-site sewer improvements.

5. Source of Reimbursement Funds.

Neither the City, its General Fund, nor its officers, agents, or employees, shall be in any way responsible for or obligated to pay any monies to be reimbursed under this Agreement. Reimbursements made to Applicant shall be made only from monies received by City from future connectors to the off-site sewer improvements, as provided in Resolution 98-62..

6. Place of Payment.

The City shall make payment to Applicant at ~~1730 Arbolado~~, Paso Robles, CA 93446. This address may be changed at any time by Applicant by receipt of written notice by the City.

1212 KITTARIEL LANE KJ26

7. Indemnity.

Applicant agrees to save, indemnify and hold harmless, the City of El Paso de Robles, its City Council, officers, employees and agents, from all liabilities, judgements, costs and expenses, due to any and all activities related to the implementation of the rights and privileges granted in this Agreement.

8. Agreement to be recorded.

Applicant and City intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo.

9. Incorporation of Recitals

The Recitals A through D of this Agreement are incorporated herein by reference as though set forth at length.

10. Successor's and Heirs.

This Agreement shall be binding on and shall enure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

11. Severability.

Shall any provision of this Agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the court ruling.

12. Captions.

The captions of the Sections of this Agreement are for convenience and reference only. They shall not be construed to define or limit the provisions to which they relate.

13. Law Governing and Venue.

This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

14. Amendment.

No changes, amendments, or alterations to the provisions of this agreement shall be effective unless in writing and executed by the parties hereto or their assigns and successors in interest.


15. Authority to Execute Agreement.

The parties hereby represent that the parties executing this agreement are expressly authorized to do so for and on behalf of the parties.

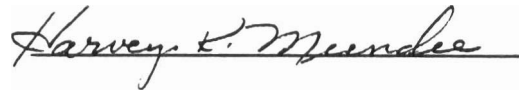
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day approved by the City Council of the City of El Paso de Robles.

AGREED.

Date: _____



APPLICANT
(signatures to be notarized)



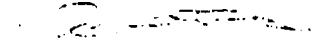
Approved by the City Council of the City of El Paso de Robles on this _____ day of _____, 1999.

DUANE PICANCO, Mayor
(signature to be notarized)

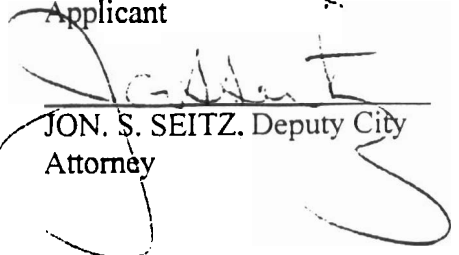
ATTESTED:

MADELYN PAASCH, City Clerk

APPROVED AS TO FORM:



CARL HAYES, Attorney for
Applicant



JON. S. SEITZ, Deputy City
Attorney

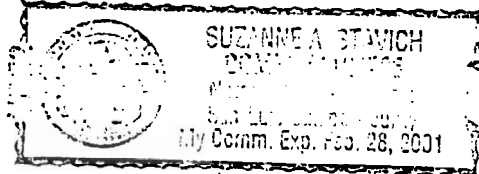
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)SS
COUNTY OF SACRAMENTO)

On [Date] before me, [Notary Name]
personally appeared [Name]
personally known to me (or 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.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- [] INDIVIDUAL
[] CORPORATE OFFICER(S) TITLE(S)
[] PARTNER(S) - [] LIMITED [] GENERAL
[] ATTORNEY-IN-FACT
[] TRUSTEE(S)
[] GUARDIAN/CONSERVATOR
[] OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the date requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT:

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

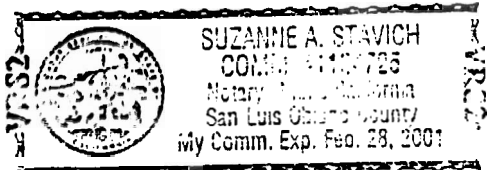
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)SS
COUNTY OF San Luis Obispo)

On 11/25/99 before me, Suzanne A. Stavich
personally appeared

personally known to me (or 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.

WITNESS my hand and official seal.
Signature [Handwritten Signature]



This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- [] INDIVIDUAL
[X] CORPORATE OFFICER(S) [] LIMITED [] GENERAL TITLE(S)
[] PARTNER(S) - [] LIMITED [] GENERAL
[] ATTORNEY-IN-FACT
[] TRUSTEE(S)
[] GUARDIAN/CONSERVATOR
[] OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION

Though the date requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT:
NUMBER OF PAGES DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A
TO REIMBURSEMENT AGREEMENT

BETWEEN THE CITY OF EL PASO DE ROBLES AND ROLLING HILLS PARTNERS FOR TRACT 1886

DESCRIPTION
(TRACT OR A.P.N.)

	<u>TRACT 1022</u>	037)	<u>25-402-04</u>
	<u>TRACT 1474</u>	038)	<u>25-402-05</u>
	<u>TRACT 1886</u>	039)	<u>25-402-08</u>
	<u>TRACT 1930</u>	040)	<u>25-402-09</u>
	<u>TRACT 1961</u>	041)	<u>25-362-01</u>
	<u>TRACT 1962</u>	042)	<u>25-362-02</u>
	<u>TRACT 1964</u>	043)	<u>25-362-07</u>
	<u>TRACT 1965</u>	044)	<u>25-362-08</u>
	<u>TRACT 1966</u>	045)	<u>25-362-09</u>
	<u>TRACT 2223</u>	046)	<u>25-362-10</u>
001)	<u>25-401-08</u>	047)	<u>25-362-11</u>
002)	<u>25-401-17</u>	048)	<u>25-362-12</u>
003)	<u>25-401-18</u>	049)	<u>25-362-13</u>
004)	<u>25-401-19</u>	050)	<u>25-362-15</u>
005)	<u>25-401-21</u>	051)	<u>25-362-16</u>
006)	<u>25-401-23</u>	052)	<u>25-362-28</u>
007)	<u>25-401-26</u>	053)	<u>25-362-29</u>
008)	<u>25-401-27</u>	054)	<u>25-011-33</u>
009)	<u>25-401-28</u>	055)	<u>25-013-01</u>
010)	<u>25-401-29</u>	056)	<u>25-013-02</u>
011)	<u>25-401-33</u>	057)	<u>25-013-03</u>
012)	<u>25-401-34</u>	058)	<u>25-013-04</u>
013)	<u>25-401-35</u>	059)	<u>25-021-05</u>
014)	<u>25-401-42</u>	060)	<u>25-021-07</u>
015)	<u>25-401-45</u>	061)	<u>25-021-09</u>
016)	<u>25-401-47</u>	062)	<u>25-021-12</u>
017)	<u>25-401-52</u>	063)	<u>25-021-14</u>
018)	<u>25-401-56</u>	064)	<u>25-021-15</u>
019)	<u>25-401-57</u>	065)	<u>25-021-16</u>
020)	<u>25-401-58</u>	066)	<u>25-041-09</u>
021)	<u>25-401-61</u>	067)	<u>25-061-09</u>
022)	<u>25-401-62</u>	068)	<u>25-061-10</u>
023)	<u>25-401-64</u>	069)	<u>25-061-11</u>
024)	<u>25-401-65</u>	070)	<u>25-061-12</u>
025)	<u>25-401-66</u>	071)	<u>25-061-13</u>
026)	<u>25-401-67</u>	072)	<u>25-061-14</u>
027)	<u>25-401-68</u>	073)	<u>25-111-13</u>
028)	<u>25-401-77</u>	074)	<u>25-111-14</u>
029)	<u>25-401-78</u>	075)	<u>25-111-15</u>
030)	<u>25-401-84</u>	076)	<u>25-111-16</u>
031)	<u>24-401-85</u>	077)	<u>25-111-17</u>
032)	<u>25-401-87</u>	078)	<u>25-111-18</u>
033)	<u>25-401-88</u>	079)	<u>25-111-19</u>
034)	<u>25-402-01</u>	080)	<u>25-361-12</u>
035)	<u>25-402-02</u>	081)	<u>25-361-27</u>
036)	<u>25-402-03</u>	082)	<u>25-391-50</u>

EXHIBIT B

TO SEWER REIMBURSEMENT AGREEMENT BETWEEN
CITY OF EL PASO DE ROBLES AND ROLLING HILLS PARTNERS FOR TRACT 1886
RESOLUTION NO. 98-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE
ROBLES, CALIFORNIA, ESTABLISHING REIMBURSEMENT FEES FOR THE
INSTALLATION OF A SANITARY SEWER MAIN IN GOLDEN HILL ROAD

WHEREAS, the City of El Paso de Robles, on June 21, 1994, accepted the sewer main installed in Golden Hill Road from an existing manhole near Highway 46 up to Rolling Hills Road; and

WHEREAS, said sewer main was constructed as part of the development of a residential tract known as Tract 1886, and qualifies for reimbursement pursuant to Title 14, Section 14.08.070 M1B of the Municipal Code of the City of El Paso de Robles, which provides that a developer of off-site sewer improvements is entitled to "a pro rata share of the cost of installing all sewer lines and appurtenances beyond the property line of installer where sewer lines are wholly outside the property of applicant and are subject to probable future use by connectors other than applicant."; and

WHEREAS, the City Engineer has determined that the real properties identified in Exhibit "A" are subject to probable future use of said off-site sewer line; and

WHEREAS, the City Engineer has determined that the pro rata eligible amount of reimbursement is \$221,305.00; and

WHEREAS, the City Engineer has determined that the reasonable reimbursement charge for connection to the offsite sewer line is \$263.00 per residential dwelling unit and \$993.00 per commercial/industrial acre; and

WHEREAS, City will begin collecting these fees as individuals connect into the sewer line; and

WHEREAS, the City has received written notification from three separate persons claiming to be entitled to reimbursement for said off-site sewer line; and

WHEREAS, any amounts so received by the City will be held in a Trust Account and not be paid to any third party pending either 1) an agreement amongst the developers as to who is entitled to receive the moneys (with proper indemnification provisions regarding the City); or 2) a court order determining who is entitled to receive payment.

WHEREAS, in accordance to Title 14 of the Municipal Code, this Reimbursement shall expire ten (10) years from the date of the acceptance of the sewer main.

WHEREAS, based on the study performed by the City Engineer, as reflected in the Staff Reports, and testimony received at hearing on this matter, the City finds as follows:

1. That the eligible amount for reimbursement for the off-site sewer improvements is \$221,805.00.

2. That the real properties identified in Exhibit "A" are subject to probable future connections to said off-site sewer line.

3. That the reasonable reimbursement for connection to said off-site sewer line is \$263.00 per residential dwelling unit, and \$993.00 per commercial/industrial acre.

4. That the reimbursement charges approved by this Resolution are a "condition of development" and are therefore exempt from the guidelines and procedures of Proposition 218 (Article XIII D Section 1(b) of the California Constitution).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City is authorized to enter into an agreement with the applicant to collect from those real properties identified in Exhibit "A" who connect to the off-site sewer improvement, the sum of \$263.00 per residential dwelling unit, and \$993.00 per commercial/industrial acre per exhibit "B". These charges shall be collected at the time the building permit is issued.

Section 2. That the City Council direct staff to deposit the fees into a Trust Account.

Section 3. That amounts collected shall be transmitted to the appropriate developer as determined by the City Attorney and monthly thereafter.

Section 4. That the amount paid to the developer shall not exceed \$221,805.00.

Section 5. That pursuant to Title 14, Section 14.08.070 MSB, the collection of reimbursements shall expire on June 21, 2004.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 21st day of April, 1998, on the following vote:

AYES: Baron, Iversen, Macklin, Swanson, and Picanco
NOES: None
ABSENT: None



MAYOR DUANE PICANCO

ATTEST:


Madelyn Paasch, City Clerk

TO RESOLUTION NO. 98-62

	DESCRIPTION (TRACT OR A.P.N.)	AREA (ACRES)	DWELLING (UNITS)	ACRES (COM./IND.)	Qavg (gpd)	Qavg (gpd)
	TRACT 1022	9.00	9		2093	0
	TRACT 1474	7.70	7		1628	0
	TRACT 1886	47.00	81		18833	0
	TRACT 1930	5.45	14		3255	0
	TRACT 1961	4.18	12		2790	0
	TRACT 1962	10.70	32		7440	0
	TRACT 1964	5.45	15		3488	0
	TRACT 1965	5.00	11		2558	0
	TRACT 1966	3.32	5		1163	0
	TRACT 2223	40.38	105		24413	0
001)	25-401-08	2.93		2.93	0	2578
002)	25-401-17	1.45		1.45	0	1276
003)	25-401-18	1.74		1.74	0	1531
004)	25-401-19	1.45		1.45	0	1276
005)	25-401-21	1.90		1.90	0	1672
006)	25-401-23	1.37		1.37	0	1206
007)	25-401-26	3.10		3.10	0	2728
008)	25-401-27	2.05		2.05	0	1804
009)	25-401-28	2.76		2.76	0	2429
010)	25-401-29	1.25	2		465	0
011)	25-401-33	1.83	2		465	0
012)	25-401-34	1.93	3		698	0
013)	25-401-35	2.47	4		930	0
014)	25-401-42	0.90		0.90	0	792
015)	25-401-45	1.41		1.41	0	1241
016)	25-401-47	2.39		2.39	0	2103
017)	25-401-52	0.88		0.88	0	774
018)	25-401-56	1.34		1.34	0	1179
019)	25-401-57	1.97		1.97	0	1734
020)	25-401-58	0.90		0.90	0	792
021)	25-401-61	0.90	1		233	0
022)	25-401-62	0.90	1		233	0
023)	25-401-64	1.76		1.76	0	1549
024)	25-401-65	1.14	2		465	0
025)	25-401-66	1.51		1.51	0	1329
026)	25-401-67	1.11	2		465	0
027)	25-401-68	1.54		1.54	0	1355
028)	25-401-77	1.76		1.76	0	1549
029)	25-401-78	3.16		3.16	0	2781
030)	25-401-84	0.36		0.36	0	317
031)	24-401-85	0.31		0.31		273
032)	25-401-87	1.49		1.49	0	1311
033)	25-401-88	1.69		1.69	0	1487
034)	25-402-01	12.58	28		6510	0
035)	25-402-02	7.43	17		3953	0
036)	25-402-03	5.01	11		2558	0

	DESCRIPTION (TRACT OR A.P.N.)	AREA (ACRES)	DWELLING (UNITS)	ACRES (COM./IND.)	Qavg (gpd)	Qavg (gpd)
037)	25-402-04	5.01	11		2558	0
038)	25-402-05	5.00	11		2558	0
039)	25-402-08	4.51	10		2325	0
040)	25-402-09	4.36	10		2325	0
041)	25-362-01	1.16		1.16	0	1021
042)	25-362-02	1.47		1.47	0	1294
043)	25-362-07	8.00		8.00	0	7040
044)	25-362-08	8.00		8.00	0	7040
045)	25-362-09	1.70		1.70	0	1496
046)	25-362-10	1.70		1.70	0	1496
047)	25-362-11	3.50		3.50	0	3080
048)	25-362-12	2.00		2.00	0	1760
049)	25-362-13	5.00		5.00	0	4400
050)	25-362-15	1.30		1.30	0	1144
051)	25-362-16	13.47	20		4650	0
052)	25-362-28	12.00	20		4650	0
053)	25-362-29	2.20	2		465	0
054)	25-011-33	1.00	1		233	0
055)	25-013-01	1.00	1		233	0
056)	25-013-02	1.42	1		233	0
057)	25-013-03	1.26	1		233	0
058)	25-013-04	1.20	1		233	0
059)	25-021-05	1.00	1		233	0
060)	25-021-07	1.00	1		233	0
061)	25-021-09	2.00	1		233	0
062)	25-021-12	1.00	1		233	0
063)	25-021-14	1.00	1		233	0
064)	25-021-15	1.00	1		233	0
065)	25-021-16	0.99	1		233	0
066)	25-041-09	1.00	1		233	0
067)	25-061-09	1.50	1		233	0
068)	25-061-10	1.00	1		233	0
069)	25-061-11	1.62	1		233	0
070)	25-061-12	1.50	1		233	0
071)	25-061-13	1.00	1		233	0
072)	25-061-14	1.00	1		233	0
073)	25-111-13	1.00	1		233	0
074)	25-111-14	1.00	1		233	0
075)	25-111-15	1.00	1		233	0
076)	25-111-16	1.00	1		233	0
077)	25-111-17	1.00	1		233	0
078)	25-111-18	1.00	1		233	0
079)	25-111-19	1.00	1		233	0
080)	25-361-12	32.00	64		14880	0
081)	25-361-27	2.30	5		1163	0
082)	25-391-50	4.50	14		3255	0
	TOTALS	365.52	557.00	75.95	129502.50	66836.00

GOLDEN HILL SEWER REIMBURSEMENT

TOTAL REIMBURSEMENT = \$221,805.00

$$Q_{(\text{gpd})\text{RESIDENTIAL}} = 557_{(\text{UNITS})} \times 93_{(\text{GPC/DAY})} \times 2.5_{(\text{PERSONS/UNIT})} = 129,503_{(\text{gpd})}$$

$$Q_{(\text{gpd})\text{COMMERCIAL}} = 880_{(\text{GPD/ACRE})} \times 75.95_{(\text{ACRES})} = 66,836_{(\text{gpd})}$$

$$= 196,339_{(\text{gpd})}$$

RESIDENTIAL

$$[(129,503)/(196,339)] \times 100 = 66\%$$

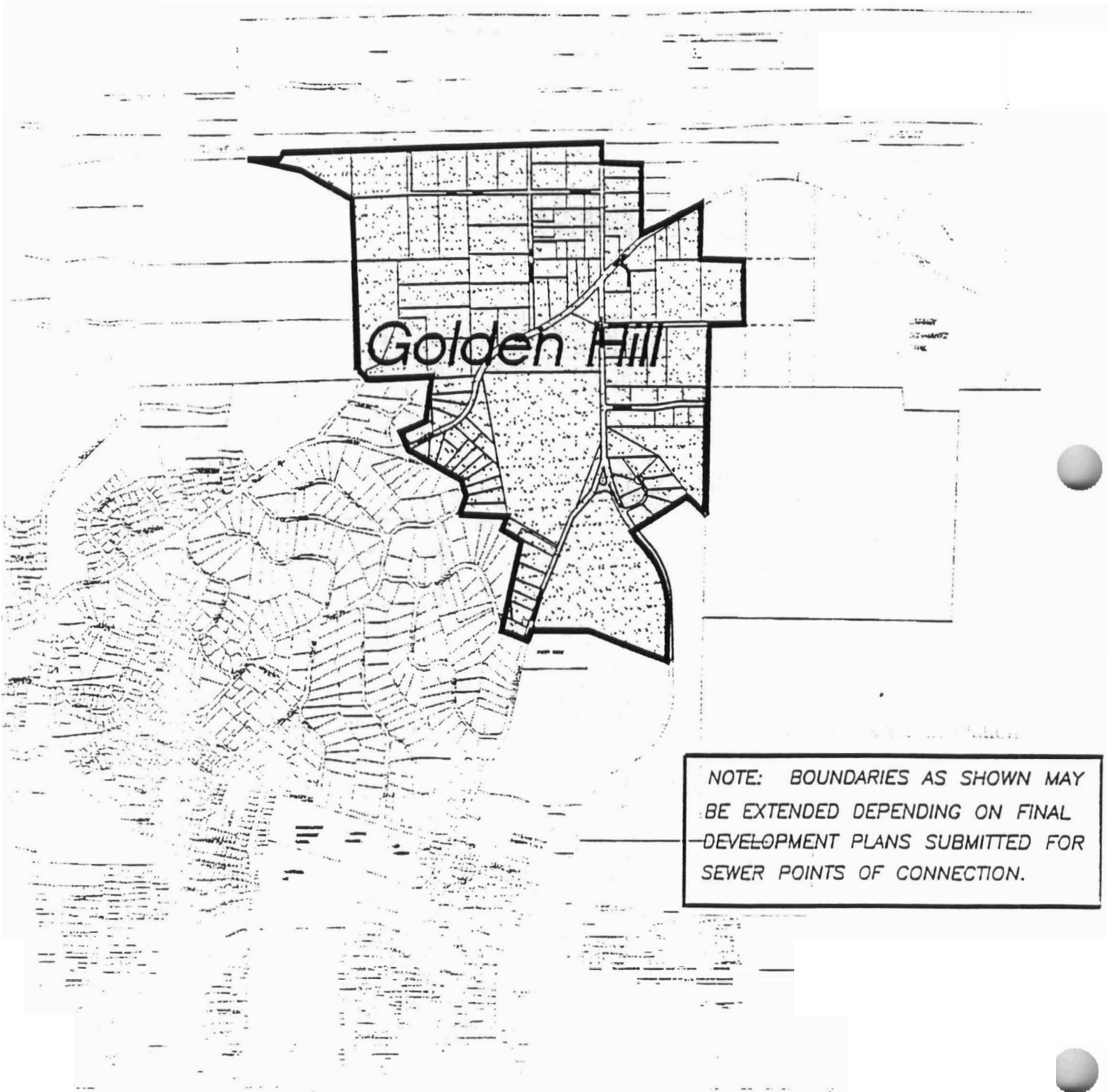
$$[(.66) \times (\$221,805.00)] / 557_{(\text{UNITS})} = \$263.00/\text{UNIT}$$

COMMERCIAL/INDUSTRIAL

$$[(66,836)/(196,339)] \times 100 = 34\%$$

$$[(.34) \times (\$221,805.00)] / 75.95_{\text{ACRES}} = \$993.00/\text{ACRE}$$

Golden Hill Sewer Reimbursement



NOTE: BOUNDARIES AS SHOWN MAY
BE EXTENDED DEPENDING ON FINAL
DEVELOPMENT PLANS SUBMITTED FOR
SEWER POINTS OF CONNECTION.