

TO: James L. App, City Manager
FROM: Meg Williamson, Interim Director of Public Works
SUBJECT: Niblick Road Improvement Project;
Agreement with Paso Robles School District and Acceptance of Property Acquisition
DATE: June 1, 2004

NEEDS: For the City Council to adopt Resolution No. 04-xxx approving an Agreement with the Paso Robles Joint Unified School District (PRJUSD) and accepting property dedicated for bus turn-outs.

- FACTS:**
1. In May 2001, the City was prepared to overlay and re-stripe Niblick Road to four lanes from River to Creston Roads.
 2. The School District expressed concerns for high school traffic, parking area, and pedestrian safety. Issues of road design, traffic flow, pedestrian safety, parking, funding and other related matters have been under investigation by staff of both agencies since that time.
 3. On June 5, 2003, the City submitted a letter to the school district which outlined certain details of the project (see attached Exhibit A).
 4. On July 28, 2003, the City received notice that the project as outlined is supported by the Paso Robles Unified School District Board of Trustees (see attached Exhibit B).
 5. Modification to the school district's parking lot is an integral part of safe traffic flow for the City's re-striping project, as are new bus turn-out lanes.
 6. The coordination of the district's and City's improvements will involve shared costs and the district's dedication of land.

**ANALYSIS
AND**

CONCLUSION: The City Attorney prepared an agreement between the City and the Paso Robles School District to implement the initial agreement for this project as follows:

Payment for Parking Lot Improvements

PRJUSD will be responsible for the design and construction of their parking lot improvements and shall obtain separate bids for same. The City agrees that it will reimburse PRJUSD an amount that is equal to the lesser of (i) fifty percent (50%) of the total cost of the parking lot improvement; (ii) ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000) (the "City Contribution").

Property Conveyed by PRJUSD to City of Paso Robles

In consideration of the City Contribution and for the additional sum of ONE DOLLAR (\$1.00), PRJUSD agrees that it shall convey certain land ("Property") adjacent to Niblick Road to the City for the construction of two (2) traffic turn-outs ("City Improvements"). PRJUSD will convey the City fee simple title to the Property, free and clear of all record liens, encumbrances, assessments and leases.

The execution of this agreement with the school district will enable the Niblick Road Project to proceed as scheduled this summer.

POLICY

REFERENCE: Circulation Element of the General Plan.

FISCAL

IMPACT: Reimbursement to PRJUSD will be funded from the City's Annual Street Maintenance Budget upon PRJUSD's completion of their work.

OPTIONS:

- a. To adopt Resolution No. 04-xxx:
 - 1) Approving a Reimbursement and Sale Agreement with the Paso Robles Joint Unified School District; and
 - 2) Accepting property conveyed to the City adjacent to Niblick Road for the construction of two (2) bus turn-outs.
- b. Amend, modify, or reject the above option.

Attachment

- 1) Exhibit 'A'
- 2) Exhibit 'B'
- 3) Resolution
- 4) Agreement

Report prepared by:

Ditas Esperanza, P.E.

Capital Projects Engineer

RESOLUTION NO. 04-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING A REIMBURSEMENT AND SALE AGREEMENT AND ACCEPTING PROPERTY
CONVEYED FOR TWO (2) BUS TURN-OUTS

WHEREAS, the City of Paso Robles and the Paso Robles Joint Unified School District (PRJUSD) have entered a Reimbursement and Sale Agreement; and

WHEREAS, the City and PRJUSD have mutually agreed on a public improvement project to rehabilitate, re-stripe and signalize Niblick Road (the "Niblick Road Project")' and

WHEREAS, the Niblick Road Project includes, among other improvements, relocation and expansion of transit bus turnouts at the Paso Robles High School (the "High School"), which will require the conveyance of certain property owned by the PRJUSD to the City. In addition, the Niblick Road Project also contemplates the elimination of Niblick Road on-street drop-off and pick-up at the High School by implementation of a cost-sharing plan with PRJUSD to reconfigure and resurface the High School front parking lot located at the High School (the "Parking Lot Improvements"); and

WHEREAS, the City has determined that the Niblick Road Project implements the General Plan and will improve traffic circulation and pedestrian safety.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1

That the City Council does hereby approve a Reimbursement and Sale Agreement with the Paso Robles Joint Unified School District.

SECTION 2

That the City Council does accept property conveyed adjacent to Niblick Road for two (2) bus turn-outs.

SECTION 3

That the City Council does hereby authorize the recordation of the deeds granting conveyance of property.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 1st day of June 2004 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Sharilyn M. Ryan, Deputy City Clerk

Di-Joe



CITY OF EL PASO DE ROBLES
"The Pass of the Oaks"

COPY

June 5, 2003

Dr. Patrick Sayne
Paso Robles Unified School District
800 Niblick Road
Paso Robles, California 93446

Dear Dr. Sayne:

Niblick Road

Pursuant to discussions between the City and School District over the last eighteen months, a project proposal to rehabilitate, signalize, and 4-lane Niblick Road is complete. The City would appreciate the Paso Robles Unified School District Board of Trustee's support to implement the project.

In brief, the proposed project includes:

- Addition of 3 new traffic signals – one at Nicklaus; a second at the High School main entrance/exit; and, the third, at Country Club Drive.
- Rehabilitation of the road pavement (removal of a portion of the existing asphalt surface and replacing with new asphalt pavement).
- Elimination of on-street drop off by red curbing street areas adjacent to the High School & District Office, and participating with the District in reconfiguring the High School front parking lot to facilitate on-campus drive-through drop-offs, as well as providing dedicated left & right turn exits for school buses.
- Enlargement of two City bus street pull out/stop areas (to approximately 20" deep by 100" long) fronting the High School and District Office.
- Re-striping of Niblick Road for four lanes.

The proposed project has been designed to both improve pedestrian crossing safety and enhance traffic flow. Its total cost is estimated at \$1,800,000, and is anticipated for construction summer/fall 2004.

Should you require any project details, I can arrange for the project engineer to so provide. Thank you for your assistance in developing, and for the Board's consideration of, this project.

Sincerely,

James L. App
City Manager

EXHIBIT 'A'



PASO ROBLES PUBLIC SCHOOLS

800 Niblick Road, P.O. Box 7010 • Paso Robles, CA 93447
Tel (805) 238-2222 • Fax (805) 237-3339 • www.pasoschools.org

Patrick J. Sayne, Ed. D., Superintendent

DITAS

RECD 8/5/03

July 28, 2003

RECEIVED
CITY MANAGER

AUG 05 2003

CITY OF PASO ROBLES

TRUSTEES

- Carol A. DiMatteo
- Jeanné Dugger
- Pat Johnson
- Bob Machado
- Joe E. Quiroz
- B. Diane Shaffer
- Pat Swirz dell

James L. App
City Manager
City of El Paso De Robles
1000 Spring Street
Paso Robles, CA

Dear Mr. App:

In response to your letter dated June 5, 2003 regarding the Niblick Road project. Gaye Lowe presented an update on the project to the Board of Trustees at our June 24th meeting.

The Board of Trustees of the Paso Robles Joint Unified School District whole-heartedly support this project. We also would like to express our appreciation to the City of Paso Robles for your desire to work with the District in an effort to protect our students. Thank you.

Sincerely,

Pat Johnson
Clerk, Board of Trustees
Paso Robles Joint Unified School District

CD/lw

EXHIBIT 'B'

RESOLUTION NO. 04-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING A REIMBURSEMENT AND SALE AGREEMENT AND ACCEPTING PROPERTY
CONVEYED FOR TWO (2) BUS TURN-OUTS

WHEREAS, the City of Paso Robles and the Paso Robles Joint Unified School District (PRJUSD) have entered a Reimbursement and Sale Agreement; and

WHEREAS, the City and PRJUSD have mutually agreed on a public improvement project to rehabilitate, re-stripe and signalize Niblick Road (the "Niblick Road Project")' and

WHEREAS, the Niblick Road Project includes, among other improvements, relocation and expansion of transit bus turnouts at the Paso Robles High School (the "High School"), which will require the conveyance of certain property owned by the PRJUSD to the City. In addition, the Niblick Road Project also contemplates the elimination of Niblick Road on-street drop-off and pick-up at the High School by implementation of a cost-sharing plan with PRJUSD to reconfigure and resurface the High School front parking lot located at the High School (the "Parking Lot Improvements"); and

WHEREAS, the City has determined that the Niblick Road Project implements the General Plan and will improve traffic circulation and pedestrian safety.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1

That the City Council does hereby approve a Reimbursement and Sale Agreement with the Paso Robles Joint Unified School District.

SECTION 2

That the City Council does accept property conveyed adjacent to Niblick Road for two (2) bus turn-outs.

SECTION 3

That the City Council does hereby authorize the recordation of the deeds granting conveyance of property.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 1st day of June 2004 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Sharilyn M. Ryan, Deputy City Clerk

RESOLUTION #04-71 OF THE BOARD OF TRUSTEES OF THE
PASO ROBLES JOINT UNION SCHOOL DISTRICT

RESOLUTION FOR NOTICE OF INTENT TO TRANSFER PROPERTY

Whereas, pursuant to Education code sections 17556-17559 the District is required to adopt a resolution of intent to transfer the property to a city for road purposes.

Whereas, The City of Paso Robles and PRJUSD seek to mutually agree on a public improvement project to rehabilitate, re-stripe and signalize Niblick Road .

Whereas, the adoption of this resolution shall show intent to schedule a hearing and action on a resolution of transfer.

Whereas, this resolution shall set a date for a hearing on the matter on May 11, 2004. A resolution of transfer shall be acted upon after the scheduled hearing by the Board .

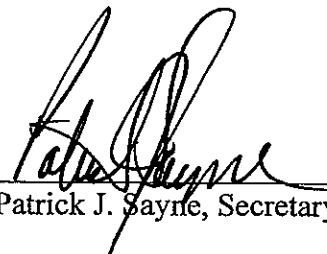
And be it further resolved that the Superintendent provide copies of this resolution along with the appropriate attachments to interested citizens of this district.

Adopted this 27th day of April 2004, by the Board of Trustees of the Paso Robles Joint Unified School District by the following roll call Vote:

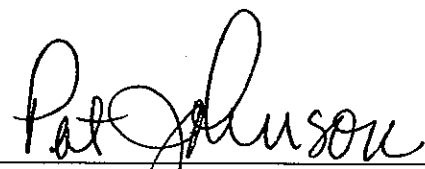
AYES: Quiroz, Di Matteo, Machado, Shaffer, Swindell, Johnson

NOES: None

ABSENT: Dugger



Patrick J. Sayne, Secretary



Pat Johnson
President of the Board of Trustees
Paso Robles Joint Unified School District

REIMBURSEMENT AND SALE AGREEMENT

THIS REIMBURSEMENT AND SALE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2004 by and between the CITY OF EL PASO DE ROBLES, a municipal corporation (the "City"), and PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT (the "PRJUSD"). For the purposes of this agreement, the City and PRJUSD are individually termed "party" and collectively termed the "parties."

Recitals

A. The City and PRJUSD have mutually agreed on a public improvement project to rehabilitate, re-stripe and signalize Niblick Road (the "Niblick Road Project"). On September 16, 2003 the City Council of the City of El Paso de Robles ("City Council") passed Resolution No. 03-176 which awarded design services for the Niblick Road Project to Associated Transportation Engineers.

B. The Niblick Road Project includes, among other improvements, relocation and expansion of transit bus turnouts at the Paso Robles High School (the "High School"), which will require the conveyance of certain property owned by the PRJUSD to the City. In addition, the Niblick Road Project also contemplates the elimination of Niblick Road on-street drop-off and pick-up at the High School by implementation of a cost-sharing plan with PRJUSD to reconfigure and resurface the High School front parking lot located at the High School (the "Parking Lot Improvements").

C. The Parking Lot Improvements will be designed to facilitate on-campus drive-through drop-offs and provide dedicated left and right turn exits for school buses.

D. The PRJUSD shall be responsible for the design and construction of the Parking Lot Improvements. All other improvements associated with the Niblick Road Project will be performed by a contractor hired and paid by the City.

E. The City has determined that the Niblick Road Project implements the general plan and will improve traffic circulation and pedestrian safety.

Agreements

NOW, THEREFORE, THE CITY AND PRJUSD HEREBY AGREE AS FOLLOWS:

1. Payment for Parking Lot Improvements.

PRJUSD will be responsible for the design and construction of the Parking Lot Improvements, and shall obtain separate bids for the Parking Lot Improvements. The City agrees that it will reimburse PRJUSD an amount that is equal to the lesser of (i) fifty percent (50%) of the total cost of the Parking Lot Improvements; or (ii) ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000) (the "City Contribution"). PRJUSD will submit a request for reimbursement to the City after the Parking Lot Improvements have been completed. The request for reimbursement will include documentation satisfactory to the City to evidence that the work has

been completed, that all payments have been made by PRJUSD and that all lien releases have been obtained. The City will remit reimbursement to PRJUSD within thirty (30) days upon receipt of the evidence described herein.

2. Property Conveyed by PRJUSD to City.

In consideration of the City Contribution and for the additional sum of ONE DOLLAR (\$1.00), PRJUSD agrees that it shall convey certain land ("Property") adjacent to Niblick Road to the City for the construction of two (2) traffic turn outs ("City Improvements"), as further described in Exhibit A, attached hereto and incorporated herein by reference, at no cost to City. PRJUSD will convey the City fee simple title to the Property, free and clear of all record liens, encumbrances, assessments and leases, except that the Property will be subject to easements and all other matters of record. The parties agree that, within 15 days of the execution of this Agreement by both parties, escrow shall be opened at Fidelity National Title Co. at 704 Spring Street in Paso Robles, California, for the conveyance of the Property by PRJUSD to City as set forth herein.

3. Additional Obligations of the City.

The City will be responsible for drafting all documents related to the transfer of the Property, including, but not limited to, joint escrow instructions, the grant deed and property line adjustment. Such documents shall be subject to the approval of the PRJUSD, which approval will not be unreasonably withheld.

4. Insurance.

a. PRJUSD. Prior to the commencement of construction of the Parking Lot Improvements or any portion thereof, the PRJUSD shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of general liability insurance in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage and \$5,000,000 general aggregate limit, naming the City as an additional insured. The coverage described herein may be satisfied by alternative means deemed satisfactory by the City's risk manager. The PRJUSD shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on the Parking Lot Improvements carries workers' compensation insurance as required by law. The obligations set forth in this Section 4 shall remain in effect until construction of the Parking Lot Improvements is complete.

b. City. Prior to the commencement of construction of the City Improvements or any portion thereof, the City shall furnish or cause to be furnished to the PRJUSD duplicate originals or appropriate certificates of general liability insurance in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage and \$5,000,000 general aggregate limit, naming the PRJUSD as an additional insured. The coverage described herein may be satisfied by alternative means deemed satisfactory by PRJUSD's risk manager. The City shall also furnish or cause to be furnished to the PRJUSD evidence satisfactory to the PRJUSD that any contractor with whom it has contracted for the performance of work on the City Improvements carries workers' compensation insurance as required by law. The obligations set forth in this Section 5 shall remain in effect until construction of the City Improvements is complete.

5. Indemnification.

a. PRJUSD. The PRJUSD shall indemnify, defend, and hold harmless the City, its officers, employees, and agents, from any and all claims arising out of construction of the Parking Lot Improvements except for such claims arising solely out of the City's willful misconduct related thereto.

b. City. The City shall indemnify, defend, and hold harmless the PRJUSD, its officers, employees, and agents, from any and all claims arising out of the City's construction of the Niblick Road Project except for such claims arising solely out of the PRJUSD's willful misconduct related thereto. Indemnification does not extend to the Parking Lot Improvements, the design and construction of which are the sole responsibility of the PRJUSD.

6. Recitals Incorporated.

The recitals set forth above, and all defined terms set forth in the recitals and in the introductory paragraph proceeding the recitals are hereby incorporated into this Agreement as if set forth herein in full.

7. Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any litigation arising from this Agreement will be brought in the Superior Court of San Luis Obispo County. Should any legal action be brought by any party for a breach of this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees and such other costs as may be determined by a court of competent jurisdiction.

8. Effective Date.

The effective date ("Effective Date") of this agreement shall be the date set forth above.

CITY OF EL PASO DE ROBLES, a municipal corporation

By: Frank R. Mecham, Mayor

Approved as to Form:

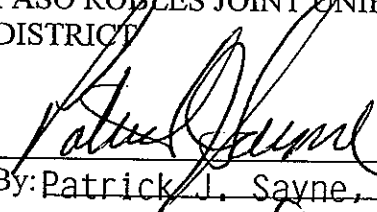
Attest:

By: Iris P. Yang, City Attorney

By: Sharilyn M. Ryan, Deputy City Clerk

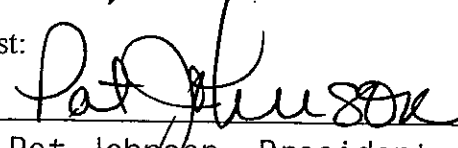
"CITY"

PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT



By: Patrick J. Sayne, Superintendent

Attest:



By: Pat Johnson, President
Board of Trustees

"PRJUSD"

Exhibit "A"
Legal Description

That portion of Parcel 1 of Parcel Map PR 79-117 in the City of Paso Robles, County of San Luis Obispo, State of California, according to the map recorded in Book 29 of Parcel Maps, at Page 22 and that portion of Parcel 3 of Parcel Map PR 81-56 in the City of Paso Robles, County of San Luis Obispo, State of California, according to the map recorded in Book 30 of Parcel Maps, at Page 91 in the office of the County Recorder of said County, said portions being more particularly described as follows:

Commencing at a Brass Cap stamped "LS 5571" set in a standard monument well at the centerline intersection of Nicklaus Drive and Niblick Road; Thence South 88°16'48" East along the centerline of said Niblick Road, a distance of 882.22 feet to a point from which a brass cap set in a standard monument well at the centerline intersection of Melody Drive and Niblick Road bears South 88°16'48" East, a distance of 1917.91 feet and also from which a brass cap stamped "RCE 14994" set in a standard monument well at the centerline intersection of Country Club Drive and Niblick Road bears South 88°16'48" East along the centerline of said Niblick Road, a distance of 2387.78 feet;

Thence at a right angle from said centerline South 1°43'12" West, a distance of 40.00 feet to a point on the Southerly right of way of said Niblick Road, said point being the **True Point of Beginning**;

Thence South 88°16'48" East along said southerly right of way line, a distance of 100.00 feet;

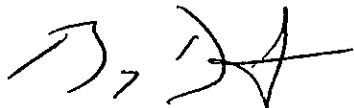
Thence South 1°43'12" West, a distance of 7.40 feet;

Thence North 88°16'48" West parallel with said southerly right of way line, a distance of 100.00 feet;

Thence North 1°43'12" East, a distance of 7.40 feet to the **Point of Beginning**.

Contains 740 square feet, more or less.

The above described property is graphically shown on Exhibit "B" attached hereto and made a part thereof.



3/10/04

Bryce Dilger #L-7571 (Exp. 12/05)

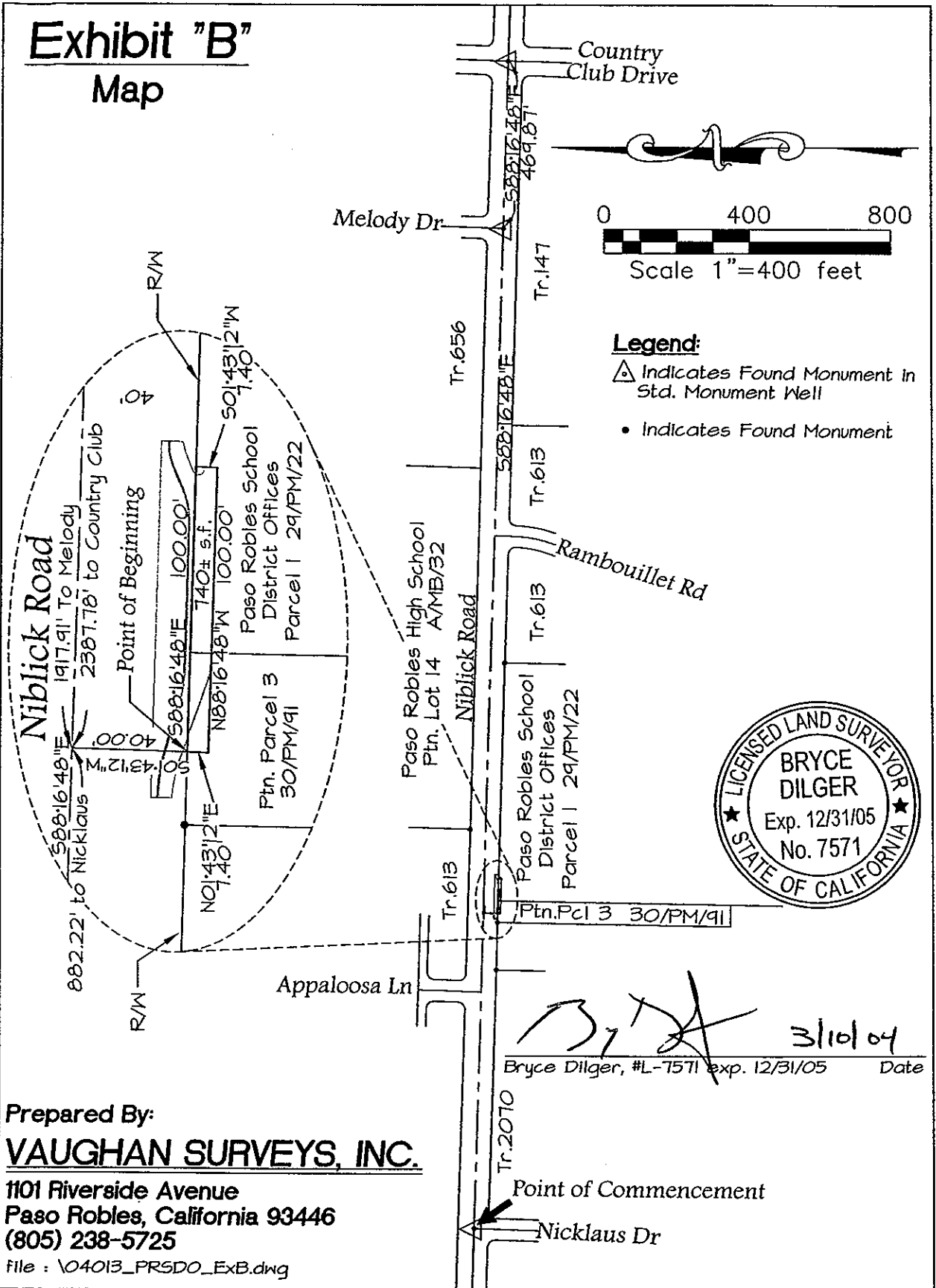
Date

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Exhibit "B"

Map



Prepared By:
VAUGHAN SURVEYS, INC.
 1101 Riverside Avenue
 Paso Robles, California 93446
 (805) 238-5725
 File : \04013_PRSDO_ExB.dwg

Exhibit "A"
Legal Description

PARCEL 1:

That portion of Lot 14 in the City of Paso Robles, County of San Luis Obispo, State of California, according to the map recorded in Book A of Maps, at Page 32 in the office of the County Recorder of said County, more particularly described as follows:

Commencing at a Brass Cap stamped "LS 5571" set in a standard monument well at the centerline intersection of Nicklaus Drive and Niblick Road; Thence South 88°16'48" East along the centerline of said Niblick Road, a distance of 1240.46 feet to a point from which a brass cap set in a standard monument well at the centerline intersection of Melody Drive and Niblick Road bears South 88°16'48" East, a distance of 1559.67 feet and also from which a brass cap stamped "RCE 14994" set in a standard monument well at the centerline intersection of Country Club Drive and Niblick Road bears South 88°16'48" East along the centerline of said Niblick Road, a distance of 2029.54 feet;

Thence at a right angle from said centerline North 1°43'12" East, a distance of 44.00 feet to a point on the northerly right of way of said Niblick Road, said point being the **Point of Beginning**;

Thence South 88°16'48" East along said northerly right of way line, a distance of 100.01 feet;

Thence North 41°57'37" West, a distance of 36.07 feet;

Thence North 88°41'37" West, a distance of 50.62 feet;

Thence South 45°18'23" West, a distance of 35.51 feet to the **Point of Beginning**.

Contains 1,951 square feet, more or less.

PARCEL 2:

That portion of Lot 14 in the City of Paso Robles, County of San Luis Obispo, State of California, according to the map recorded in Book A of Maps, at Page 32 in the office of the County Recorder of said County, more particularly described as follows:

Commencing at a Brass Cap stamped "LS 5571" set in a standard monument well at the centerline intersection of Nicklaus Drive and Niblick Road; Thence South 88°16'48" East along the centerline of said Niblick Road, a distance of 1436.78 feet to a point from which a brass cap set in a standard monument well at the centerline intersection of Melody Drive and Niblick Road bears South 88°16'48" East, a distance of 1363.35 feet and also from which a brass cap stamped "RCE 14994" set in a standard monument well at the centerline intersection of Country Club Drive and Niblick Road bears South 88°16'48" East along the centerline of said Niblick Road, a distance of 1833.22 feet;

Thence at a right angle from said centerline North 1°43'12" East, a distance of 44.00 feet to a point on the northerly right of way of said Niblick Road, said point being the **True Point of Beginning**;

Thence South 88°16'48" East along said northerly right of way line, a distance of 128.25 feet;

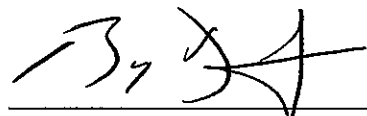
Thence North 1°43'12" East, a distance of 8.11 feet;

Thence North 88°16'48" West parallel with said northerly right of way line, a distance of 128.25 feet;

Thence South 1°43'12" West, a distance of 8.11 feet to the **Point of Beginning**.

Contains 1,040 square feet, more or less.

The above described parcels are graphically shown on Exhibit "B" attached hereto and made a part thereof.



Bryce Dilger #L-7571 (Exp. 12/05)

3/10/04

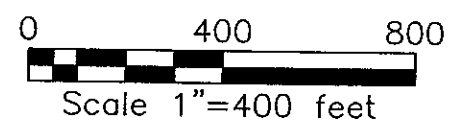
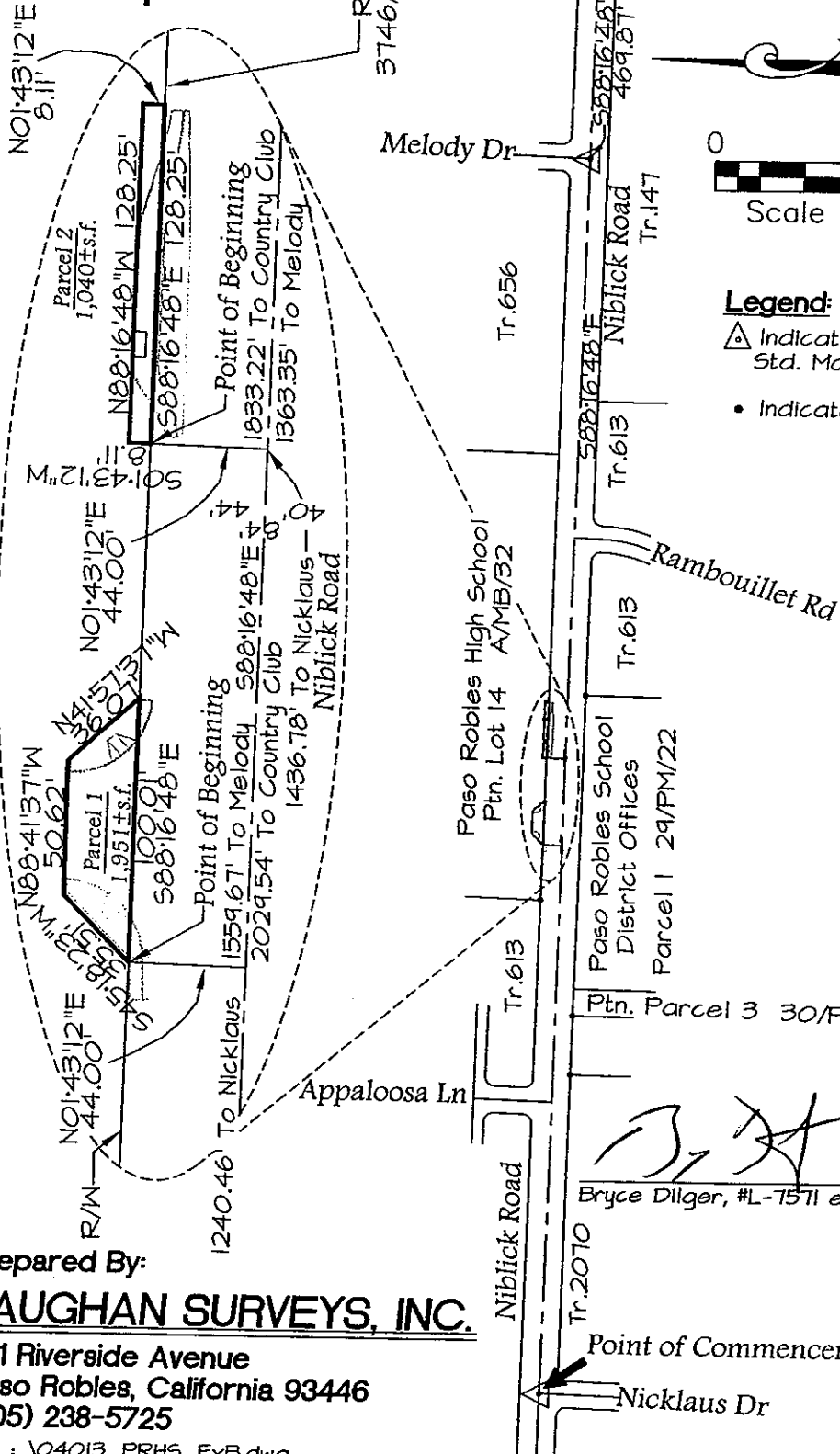
Date



File:\04013_PRHS_ExA.doc

Exhibit "B"

Map



- Legend:**
- △ Indicates Found Monument in Std. Monument Well
 - Indicates Found Monument



[Signature] 3/10/04
 Bryce Dilger, #L-7571 exp. 12/31/05 Date

Prepared By:
VAUGHAN SURVEYS, INC.

1101 Riverside Avenue
 Paso Robles, California 93446
 (805) 238-5725

file : \04013_PRHS_ExB.dwg