

TO: City Council

FROM: James L. App, City Manager

SUBJECT: Cuesta College Trades and Technology Center

DATE: November 16, 2010

Needs: For the City Council and Redevelopment Agency to consider amending a 1999 Agreement with Cuesta College allocating use of Redevelopment Agency property tax increment pass-through funds to include off-site sewer and water lines, and street improvements, for the proposed Trades and Technology Center.

Facts:

1. Cuesta College is applying to the State for funding to develop a planned Trades and Technology Center. It will be built the (former Kiessig) property located west of Buena Vista Drive across from the Circle B neighborhood.
2. The project will require City water and sewer service. However, State grant funding cannot be used for off-site sewer and water lines, nor does the College have funds for such improvements.
3. On November 3, 2010, the City received a letter from Cuesta College requesting assistance in extending sewer and water mains, and street improvements in/on Buena Vista Drive.
4. In 1999, the Redevelopment Agency (RDA) entered into an agreement with Cuesta College that allocated Cuesta's RDA pass-through funds for payment of Borkey Area Specific Plan impact fees to facilitate development of the North County Campus.
5. Projections of Cuesta's RDA income indicate ample capacity to cover the cost of off-site improvements (over time). An amendment to the 1999 Agreement to include funding for off-site improvements would provide money to repay a City advance of funds to construct needed improvements. A draft of such an amendment is attached.
6. City water and sewer connection funds maintain adequate cash balances to advance needed funds (see "Fiscal Impact" Section). The Municipal Code allows deferral of street improvements when a final street design has not been established.
7. The development of Cuesta's Trades and Technology Center is well aligned with the City's Economic Strategy.
8. If state funding for the Trades and Technology Center is approved, the City and Agency would need to take additional steps to finalize the Amendment and approve the funding.

**Analysis &
Conclusion:**

The Cuesta College Trades and Technology Center is a vital component of the College's Master Plan. This facility anchors career technical education at a higher level in the north county and all programs offered will meet local job training demands. The Trades and Technology Center will meet the needs expounded by the community for

career education and advanced technical courses that complete certificate and degree programs. These programs provide a strong compliment to local business.

The City's Economic Strategy is organized around four principle objectives – of which, the development of people to participate in, and benefit from, a knowledge-based economy is central. Cuesta College is a key partner agency in achieving this objective. The Strategy establishes community implementation objectives including:

- *“provide life long skills and learning opportunities by investing in excellent schools”*
- *“support for high-quality basic, advanced, and technical education”*
- *“promote quality, relevant education and training programs”*
- *“support long-term education facility and program funding alternatives”*
- *“support development of specialized education/vocational training”*
- *“mobilize public, private, and community resources to improve competitive position through partnership”*

The City's water main in Buena Vista Drive currently terminates at the south boundary of the College site. It must be extended northerly 600 feet in order to provide for the College's fire suppression loop. Two alternatives are available for extension of sewer to the site including a tie-in at Dallons Drive, 1,000 feet to the south, or a tie-in to existing City lines in the Cottages neighborhood. The Cottages provide a much closer and cost efficient route; however, an easement must be secured through a five-foot strip of private land owned by the HOA.

The estimated cost of the sewer and water line extensions range from \$500,000 to \$1,000,000 depending upon the sewer line options and conditions encountered. Roughly \$360,000 in RDA pass-through funds is currently available with \$140,000 dedicated to water and sewer lines.

The 1999 agreement between the Redevelopment Agency and Cuesta College set aside \$1,200,000 for payment of Borkey Area Specific Plan fees. It is estimated that over \$5.5 million in RDA funds will be generated over the life of the Agency. An amendment to the agreement could guarantee the availability of funds for the improvements over time. Up front cash could be advanced from sewer and water enterprise funds.

The Municipal Code establishes that street improvements are to be provided along the frontage of all new developments. However, the Code recognizes that in cases where lines and grades have not been determined street improvements may be premature and deferred until a design for the road has been adopted by Council.

In the case of Buena Vista Drive, the draft circulation element currently under environmental review includes a cross-section of substantially less paving than the arterial standard associated with the 2003 Circulation Element. It is advisable to hold off design of Buena Vista Drive until the updated Circulation Element has been fully discussed and adopted. Deferral of street improvements in similar cases is not uncommon. Examples include properties on Union Road and the intersection of Golden Hill and Union Roads.

POLICY

Reference: 2006 Economic Strategy; 2003 General Plan; 1999 City/Redevelopment Agency/Cuesta College Fee Agreement; 1996 City/Agency/College Memorandum of Understanding; 1988 Redevelopment Plan and College Pass-Thru Agreement.

Fiscal

Impact: Long-term none provided an amendment to the Cuesta College/RDA pass-through agreement is approved by the parties; it provides full reimbursement to the City for any advance of funds. Short-term, the City water and sewer funds may advance money from balances of \$23.5 M and \$5.1M respectively. Future road improvement funding can be determined once a road design is established.

Options:

- a. That the Redevelopment Agency and City Council each adopt a resolution conditionally approving the draft First Amendment to the Agreement with Cuesta College providing for the allocation of RDA pass-through funds for certain off-site public improvements required in connection with the Cuesta College Trades and Technology Center.
- b. Amend, modify, or reject the above options.

Prepared By: John Falkenstien, City Engineer

ATTACHMENTS:

1. 1999 Cuesta College/RDA Agreement
2. Letter from Toni Sommer, Cuesta College
3. City Council and Agency Resolutions

DATE: 11/02/99 AGENDA ITEM # 3
() APPROVED () DENIED
() CONTINUED

TO: JAMES L. APP, CITY MANAGER
FROM: BOB LATA, COMMUNITY DEVELOPMENT DIRECTOR *BL*
SUBJECT: CUESTA COLLEGE AGREEMENT REGARDING MITIGATION FEES
DATE: NOVEMBER 2, 1999

Needs: For the City Council and Redevelopment Agency to authorize the Mayor and Agency Chairman to execute an Agreement with Cuesta Community College. The Agreement provides for Redevelopment "pass through" funds to be utilized to pay Borkey Area Specific Plan development impact fees.

Facts:

1. When the Borkey Area Specific Plan (BASP) was updated in 1998 to provide for the Cuesta College Campus, the BASP development impact fee schedule was revised to reflect the incremental impacts of the growth of the North County Campus of Cuesta College. A copy of the latest fee schedule is attached.
2. When the fees were up-dated, it was identified that the City and Cuesta would need to identify a mutually agreeable mechanism to provide for payment of the BASP fees.
3. At the time the Redevelopment Project Area was established in 1987, an agreement was made to form "set-aside" fund to pay for projects of mutual benefit to the San Luis Obispo County Community College District (Cuesta College) and the Redevelopment Agency.
4. During the process of establishing the North County Campus of Cuesta College, it was identified that the set-aside fund would be a viable means to pay the BASP fees.
5. The City Attorney has prepared an Agreement that would provide for payment of the BASP fees from the Cuesta College Redevelopment set-aside fund to the City of Paso Robles.
6. Cuesta College has executed the Agreement. City Council and Redevelopment Agency authorization is being sought for the Mayor and Agency Chairman to execute the Agreement on behalf of the City and Redevelopment Agency. A copy of the proposed Agreement is attached.

Analysis
and

Conclusion:

The BASP impact mitigation fees are designed to be paid incrementally. As the attached fee schedule indicates, the fees for the Cuesta College site are based on traffic generation (a factor of the number of students) and the number of developed acres. These numbers are anticipated to grow over time.

At full development, the North County Campus is expected to cover 82 or more acres, and to accommodate up to 8,000 to 10,000 students. It is anticipated that full development may not occur for 20 or more years. At full development, it is anticipated that the BASP fees for the Cuesta College Campus will total approximately \$1,054,510.

The Redevelopment set-aside fund has been growing since the establishment of the Redevelopment Project Area in 1987. The current balance in the fund, as of 6/30/99, is \$81,415. Over the life of the Project Area, it is expected that the set-aside fund will have approximately \$1,200,000.

Development of the North County Campus of Cuesta College is expected to be of significant benefit to economic development in the Redevelopment Project Area and the surrounding community. Use of the Redevelopment set-aside fund would appear to be the most viable means for Cuesta College to pay the BASP impact fees.

Policy

Reference:

Set-aside agreement with SLO County Community College District (Cuesta College); Borkey Area Specific Plan

Fiscal

Impact:

The agreement will provide a viable funding mechanism through which Cuesta College will be able to pay development impact mitigation called for in the Borkey Area Specific Plan. Over the life of the Redevelopment Project and the build-out of the Cuesta College campus, the set-aside funding should be approximately equal to the required mitigation fees.

Options:

- a. That the Redevelopment Agency and the Council, by separate motions, authorize the Redevelopment Chairman and Mayor to execute the agreement with Cuesta College.
- b. Amend, modify or reject Option a.

h:\bob\60\cuesta\99\agreement to cc 22 Oct 99

SCHEDULE A

SUMMARY OF DEVELOPMENT FEES BY PLAN SUBAREA AND CATEGORY OF IMPROVEMENT BORKEY AREA SPECIFIC PLAN

Category of Facility or Improvement	Subarea Designation/Fees per Unit. per Acre				
	A	B	C	D	E
Storm Drainage	\$ 0	\$ 0	\$ 0	\$ 0	\$3,664
Wastewater	79	79	11/Student *	79	84
Water	408	408	674/acre	408	185/acre
Signal, BV @ 46	200	200	66/acre	200	0
Interchange	2,957	2,957	110/Student *	2,957	4,147
North River Road Upgrade	260	260	86/acre	260	—
Contingency Fee	115	115	161/acre	115	161
Plan Preparation/ Admin.	<u>209</u>	<u>209</u>	<u>69/acre</u>	<u>209</u>	<u>—</u>
TOTAL FEES	\$4,228	\$4,228	\$1,055/acre \$ 121/student *	\$4,228	\$8,241

NOTES: No fees will be levied against Subarea F; this subarea will develop as public parkland.

Fees for Subareas A, B, and D are for each residential unit; fees for Subareas C & E apply to each acre (gross) of development site unless otherwise noted.

* Wastewater and interchange amounts are rounded to the nearest dollar but cumulatively total \$121.

SUBAREA C = CUESTA COLLEGE

**AGREEMENT BETWEEN THE
REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES
AND SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT
(Cuesta Community College Campus)**

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 1999, by and between the REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES, a redevelopment agency existing under the California Community Redevelopment Law (the "Agency"), the CITY OF EL PASO DE ROBLES, a public body (the "City"), and the SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT, a public body (the "District").

Recitals

A. The Agency is in the process of implementing the Redevelopment Plan for the Paso Robles Redevelopment Project Area (the "Redevelopment Plan").

B. In connection with the adoption of the Redevelopment Plan, the Agency and the District entered into an Agreement, dated March 2, 1988, (the "Pass-Through Agreement") to alleviate the financial burden or detriment caused to the District by the adoption of the Redevelopment Plan. Pursuant to the Pass-through Agreement, the Agency agreed to deposit certain monies into a trust fund (the "District Fund") for public facilities for the District which would be of benefit to the Project Area as determined by the City, the Agency and the District, after the requisite public hearings.

C. In furtherance of the Redevelopment Plan and the Pass-Through Agreement, the City, Agency and District entered into a Memorandum of Understanding, dated November 6, 1996 (the "MOU") setting forth certain understandings and agreements of the parties regarding some of the preliminary work to be done in connection with the proposed development of the North County Campus of Cuesta College (the "Cuesta College Project") on certain real property within the City (the "Proposed Site"), which preliminary work included without limitation review of the environmental impacts of the Cuesta College Project as required by the California Environmental Quality Act (Public Resources Code, § 21000 et seq., herein "CEQA"). It is anticipated the Cuesta College Project will be developed in various phases resulting in full buildout over a period of possibly twenty (20) years or more. The Cuesta College Project will primarily serve residents of North San Luis Obispo County, including residents of the City and the Redevelopment Plan Project Area.

D. The Environmental Impact Report prepared in conjunction with the Borkey Area Specific Plan (the "Specific Plan") identified traffic and other impacts anticipated as a result of the development intensities provided for in that Specific Plan. The Specific Plan incorporated development mitigation measures in the form

of specific plan fees, designed to be paid per dwelling units or per acre, as increments of development occur. A Subsequent Environmental Impact Report (SEIR) prepared for the proposed development of the Cuesta College Project focused on the particular impacts resulting from the development of the Cuesta College Project. As a result of the SEIR for the Cuesta College Project, the City Council approved an amendment to the Specific Plan to provide for the imposition of City impact mitigation fees for "subarea C" based on both developed acres and student population (the "Mitigation Fees").

E. As a result of subsequent discussions during and following preparation of the SEIR, the parties desire to enter into this Agreement for the purpose of setting forth the understandings and agreements of the parties with respect to the use of the funds deposited into the District Fund as a funding source for payment of the Mitigation Fees associated with the development of the Cuesta College Project.

Agreements

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

Section 1. The amount of the Mitigation Fees required to be paid by the District with respect to the development of the Cuesta College Project shall be determined and paid, in the following manner:

a. By _____, 1999, the District shall deliver a letter, signed by an authorized representative of the District, to the Agency that: (i) identifies the number of acres that have been developed as of that date for the Cuesta College Project, (ii) identifies the number of students enrolled for the Spring 1999 Semester at the North County Campus of Cuesta College, and (iii) authorizes the Agency to withdraw money from the District Fund in an amount equal to the Mitigation Fees then due, based on the information provided by the District (i.e., number of developed acres and number of students enrolled for the Spring 1999 Semester), as set forth below.

b. By no later than June 30 of each subsequent year, the District shall deliver a letter, signed by an authorized representative of the District, to the Agency which: (i) identifies the incremental increase in developed acres over the prior year, (ii) identifies the incremental increase in student population over the prior year at the North County Campus of Cuesta College, and (iii) authorizes the Agency to withdraw from the District Fund an amount equal to the additional Mitigation Fees required to be paid in accordance with the Specific Plan and based upon the information provided by the District for such year.

c. The initial amount of the Mitigation Fees shall be One Thousand Fifty-Five Dollars (\$1,055) per developed acre, plus One Hundred Twenty-One Dollars (\$121) per student enrolled at the North County Campus of Cuesta

College. For each year thereafter, based upon the letter received by the Agency described in paragraph b. above, the amount of the Mitigation Fees owed shall be based upon the incremental increases from the previous year in the number of acres developed and the number of enrolled students. If there is no increase in the number of enrolled students, no additional Mitigation Fees attributable to student enrollment shall be due for that year. By way of example, if the District develops an additional five (5) acres from the previous year, but enrollment declines by 50 students, the Mitigation Fees for that year would equal Five Thousand Two Hundred Seventy Five Dollars (\$5,275.00) (5 times \$1,055).

d. In response to each letter received from the District, under subparagraphs b. and c., above, the Agency shall provide the District with an accounting of the amount of Mitigation Fees paid from the District Fund and the remaining balance in or the amount to be deducted from future deposits to the District Fund following such payment.

In the event that the amount of Mitigation Fees due in any year exceeds the money then available in the District Fund, then the unpaid amount of Mitigation Fees shall be paid from future deposits to the District Fund until such time as the full amount of such Mitigation Fees due is paid in full. It is understood and agreed by the parties that the sole source of funds required to be used by the Agency for payment of the Mitigation Fees shall be the District Fund, and not any other Agency revenues it may have available. Further, the Agency shall have no obligation to repay into the District Fund the money used from the District Fund for the purposes set forth in this Section 1.

Section 2. In the event there are any monies remaining in the District Fund following payment of all Mitigation Fees related to the Cuesta College Project, the parties agree that they shall meet and confer in good faith for the purpose of determining how such remaining monies will be used. Thereafter, the parties shall take such actions as may be necessary to effectuate the expenditure of such funds, which actions may include preparation of any necessary documents and the conduct of any public hearing required by the Community Redevelopment Law to approve the use of the remaining money for costs related to the Cuesta College Project.

In the event that, upon termination of the Agency's obligation to deposit monies into the District Fund, pursuant to the terms of the Pass-Through Agreement, there is any outstanding amount of Mitigation Fees owed to the City, District agrees that it shall promptly pay any such amounts owed.

Section 3. The City agrees that it shall act expeditiously and in good faith to consider and process land use and development applications submitted by the District that are required for the development of the Cuesta College Project on the Proposed Site; provided, however, that the City is not making any representations that any such approvals will be given.

Section 4. The City and Agency agree to prepare any necessary documents and conduct any hearings that may be required by the Community Redevelopment Law (Health and Safety Code, § 33000 et seq.) and the Pass-Through Agreement to approve the use of the District Fund for payment of Mitigation Fees related to the development of the Cuesta College Project on the Proposed Site.

Section 5. The District shall indemnify, hold harmless, and defend the Agency and City, and their respective officers, agents and employees from and against all lawsuits, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys fees, which may be imposed upon or incurred by Agency, City or their officers, agents, or employees arising out of any expenditure made by Agency to or on behalf of District under this Agreement, or District's construction, operation or maintenance of the Cuesta College Project. The Agency shall not be responsible for making payments under this Agreement to the extent that funds are not available in the District Fund, or any future legislative or judicial change, act, ruling, Court opinion or decision renders any payment or portion thereof required by this Agreement to be illegal.

Section 6. The purpose of this Agreement is to set forth the understandings and agreements of the parties with respect to the use and method of payment of the money required to be deposited into the District Fund under the Pass-Through Agreement. As such, the Agency's obligations under this Agreement shall not constitute any additional indebtedness of the Agency beyond that already provided for under the Pass-Through Agreement.

Section 7. This Agreement supersedes in its entirety the MOU referenced in Recital C, above, and the MOU shall hereafter be void and no longer in effect.

Section 8. This Agreement is binding upon and for the benefit of the parties hereto and their respective assignees or successors.

Section 9. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing.

Section 10. Unless otherwise terminated by mutual agreement of the parties or pursuant to any provisions of law, this Agreement and all rights and obligations provided for hereunder shall terminate when the Agency's legal right to claim and receive tax increment from the Redevelopment Project Area ceases, and all monies in the District Fund have been expended.

IN WITNESS WHEREOF, the City, Agency, and District have executed this Agreement as of the date first above written.

CITY:
CITY OF EL PASO DE ROBLES,

By: _____
Mayor

Attest:

By: _____
City Clerk

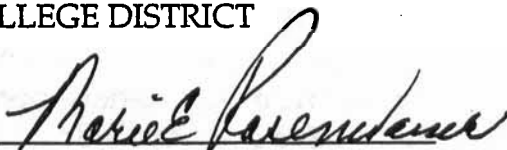
AGENCY:
REDEVELOPMENT AGENCY OF THE CITY
OF EL PASO DE ROBLES

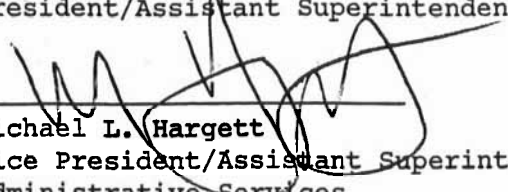
By: _____
Chairman

Attest:

By: _____
Secretary

DISTRICT:
SAN LUIS OBISPO COUNTY COMMUNITY
COLLEGE DISTRICT

By: 
Marie E. Rosenwasser, Ph.D.
President/Assistant Superintendent

By: 
Michael L. Hargett
Vice President/Assistant Superintendent,
Administrative Services



SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

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November 2, 2010

John Falkenstien
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

Subject: Off-Site Improvements for the Trades and Technology Center

Mr. Falkenstien:

Cuesta College is in the process of obtaining funding from the State of California for the construction of a Trades and Technology Center at the College's campus in Paso Robles. Although the project previously secured funding, the parking lot and off-site improvements were not included in the project. Additionally, the project went out to bid twice and the bids came back higher than the previously allocated funding. The College is preparing a final request to the State for sufficient funding for the on-site improvements. The State has indicated that additional funding will not be allocated unless the College can provide evidence that the project is complete. The Community College District has committed funding for a parking lot, but funding for the off-site improvements has not been identified. If the College's final request is not successful and they can not demonstrate the project is complete, it is likely that the project will be permanently removed from the Campus Master Plan. Education in the trades and technology fields is a central focus of the Cuesta College North County Campus in Paso Robles and the Trades and Technology Center is critical to endeavor.

The project is located on Buena Vista Drive on the parcel immediately northwest of the existing campus. This parcel is not currently served by sewer or water utilities, and in order for the Center to be a successful project, the on-site improvements will need to be connected to the existing improvements in Buena Vista Drive. As described below, Cuesta College is seeking assistance from the City of Paso Robles to provide off-site improvements.

Project Description

The Trades and Technology Center is comprised of three buildings providing over 20,000 square feet of instruction space. The Center has outdoor working and instructional areas, fenced and lighted areas for storage, a parking lot with accessible parking, storm water retention basins and an access road from Buena Vista Drive. On-site utilities included in the design of the Center are storm water, domestic and fire water, sanitary sewer, compressed air, natural gas, electrical and telecommunications. The storm water system is designed to reduce the amount of runoff currently leaving the site and retain the water on-site while it infiltrates into the ground. The water and sewer systems are routed from the Center to Buena Vista Drive. A utility corridor from the Center runs diagonally to the southeast corner of the parcel where it is anticipated that the on-site utilities will connect to off-site utility services.



SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

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Gas and electric utilities will be routed underground by the respective gas and electric companies from the nearest point of connection in Buena Vista Drive. Cuesta College maintains a network of telecommunications lines within the existing campus. As part of the Trades and Technology project the College will extend the existing network across Buena Vista Drive to the utility corridor. The coordination of these utilities will take place near the time of construction, and at that time the College will also coordinate with the City to obtain the necessary permits and easements.

In addition to the private utility connections, the Trades and Technology Center will require connection to the City's sewer and water systems. The on-site water and sewer lines have been designed to the Buena Vista Drive right-of-way in anticipation of connection to the public utility systems.

Consideration needs to be given to the existing conditions and pedestrian access along Buena Vista Drive. Portions of Buena Vista Drive adjacent to the site were previously improved; however, the portion in front of the Trades and Technology Center remains an unimproved rural road. Surface improvements to the road were not funded when the Center was designed.

Sanitary Sewer Extension

Cuesta College requests that the City of Paso Robles extend the existing City sewer line from the City's nearest point of connection to approximately 50 feet north of the Trades and Technology parcel southerly property line. The College is asking the City to design, install and pay for the sewer extension.

It is anticipated that the proposed extension will require the installation of approximately 1,000 lineal feet of 8" minimum sewer pipe and will begin at the existing manhole in the intersection of River Oaks Drive and Buena Vista Drive. The on-site sewer system will connect to the proposed extension near the site's southerly property line and will be the responsibility of Cuesta College. The College anticipates that the City's standard details and specifications will be used to determine the location and design of the proposed extension.

Water Line Extension

Cuesta College requests that the City of Paso Robles extend the existing City water line from the City's nearest point of connection to the proposed access road for the Trades and Technology Center. The College is asking the City to design, install and pay for the water line extension.

It is anticipated that the proposed extension will require the installation of approximately 650 lineal feet of 8" minimum water line and will begin at the existing fire hydrant at the northeast corner of the River Oaks development. The College assumes that in Buena Vista Drive at the existing fire hydrant there is an existing water main with sufficient capacity and that where the main has a tee or a 90 degree bend to the hydrant a new connection can be made. The College's fire water loop will connect to both ends of the proposed extension and the on-site



SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

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domestic water system will connect near the southern end of the proposed extension. The on-site fire and domestic water systems will be the responsibility of Cuesta College. The College anticipates that the City's standard details and specifications will be used to determine the location and design of the proposed extension.

Surface Improvements

Cuesta College requests that the City of Paso Robles take responsibility for surface improvements to Buena Vista Drive. Cuesta College will provide a pedestrian access path on College property from the existing Buena Vista Drive sidewalk to the on-site accessible route.

Vehicle access for the Center is located approximately 700 feet north of the southerly property line. The College anticipates that future surface improvements of Buena Vista Drive to the vehicle access point will be determined by the City and based on safety, funding and future development. The College understands that the timeline for future surface improvements will be at the sole discretion of the City.

Prior to completion of the Center, the College will install a pedestrian access path that meets minimum ADA standards. The path will begin at the terminus of the existing sidewalk on the west side of Buena Vista Drive and connect to the on-site accessible path of travel. The College will coordinate the location and design of the path with the City. The College anticipates that the City's standard details and specifications will be used to design both the path and any potential surface improvements to Buena Vista Drive.

Sincerely,

Toni Sommer
Vice President Administrative Services
Cuesta College
San Luis Obispo County Community College District

AGENCY RESOLUTION NO. 10-XX

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF PASO ROBLES
CONDITIONALLY APPROVING A FIRST AMENDMENT TO AGREEMENT BETWEEN THE
REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES, THE CITY OF EL PASO DE
ROBLES AND THE SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT
ALLOCATING FUNDS TO ASSIST THE DEVELOPMENT OF THE CUESTA
COLLEGE TRADES AND TECHNOLOGY CENTER

WHEREAS, Cuesta College has applied for funding from the State of California to construct a Trades and Technology Center (the "Center") and

WHEREAS, if approved, the funding from the State of California will not be adequate to pay for certain off-site public improvements the ("Off-Site Improvements") that would be necessary to serve the Center; and

WHEREAS, because it has no other funds available to it, Cuesta College has requested assistance from the City in providing sewer and water main extensions in Buena Vista Drive and street improvements to Buena Vista Drive to serve the Center; and

WHEREAS, the Redevelopment Agency desires to show its support for Cuesta College and the development of the Center; and

WHEREAS, supporting Cuesta College and its Trades and Technology Center is consistent with policies outlined in the City's 2006 Economic Strategy; and

WHEREAS, the Cuesta College Trades and Technology Center will anchor career technical education at the higher educational level in the north county and that all programs offered will meet local job training demands; and

WHEREAS, the City, Redevelopment Agency and the San Luis Obispo Community College District (the "District"), of which Cuesta College is a part, are parties to a 1999 agreement (the "Agreement") pursuant to which the Agency is obligated to allocate a portion of its tax increment revenues to a fund (the "District Fund"); and

WHEREAS, the Agreement currently provides that monies deposited into the District Fund are to be used to pay for Cuesta College's Borkey Area Specific Plan fees; and

WHEREAS, the cumulative amount of Agency funds anticipated to be deposited into the District Fund over the life of the Redevelopment Plan would be sufficient to pay for both the Off-Site Public Improvements and the Borkey Area Specific Plan fees; and

WHEREAS, to the extent that the amount currently deposited in the District Fund is insufficient to pay for the total cost of the Off-Site Improvements, there are adequate amounts in the City's water and sewer enterprise funds to advance any shortfall in the cost of the Off-Site Improvements;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The Redevelopment Agency hereby conditionally approves the draft "First Amendment to Agreement Between the Redevelopment Agency of the City of El Paso de Robles, the City of El Paso de Robles and San Luis Obispo County Community College District," attached hereto as Exhibit A and incorporated herein by reference, providing for the allocation of the money in the District Fund, as defined therein, to pay for the cost of the Off-Site Improvements. If the State of California approves District's request for funding of the Center, the Agency shall take all necessary steps to advance Agency and City funds to help pay for the cost of the Off-Site Improvements for the Center.

PASSED AND ADOPTED by the Redevelopment Agency on this 16th day of November, 2010 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairman

ATTEST:

Caryn Jackson, Deputy Agency Secretary

Exhibit A

Draft of First Amendment to Agreement Between the
Redevelopment Agency of the City of El Paso de Robles, The City of El Paso de Robles
and San Luis Obispo County Community College District

RESOLUTION NO. 10-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
CONDITIONALLY APPROVING A FIRST AMENDMENT TO AGREEMENT BETWEEN THE
REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES, THE CITY OF EL PASO
DE ROBLES AND THE SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT
ALLOCATING FUNDS TO ASSIST THE DEVELOPMENT OF THE CUESTA
COLLEGE TRADES AND TECHNOLOGY CENTER**

WHEREAS, Cuesta College has applied for funding from the State of California to construct a Trades and Technology Center (the “Center”) and

WHEREAS, if approved, the funding from the State of California will not be adequate to pay for certain off-site public improvements the (“Off-Site Improvements”) that would be necessary to serve the Center; and

WHEREAS, because it has no other funds available to it, Cuesta College has requested assistance from the City in providing sewer and water main extensions in Buena Vista Drive and street improvements to Buena Vista Drive to serve the Center; and

WHEREAS, the City Council desires to show its support for Cuesta College and the development of the Center; and

WHEREAS, supporting Cuesta College and its Trades and Technology Center is consistent with policies outlined in the City’s 2006 Economic Strategy; and

WHEREAS, the Cuesta College Trades and Technology Center will anchor career technical education at the higher educational level in the north county and that all programs offered will meet local job training demands; and

WHEREAS, the City, Redevelopment Agency (the “Agency”) and the San Luis Obispo Community College District (the “District”), of which Cuesta College is a part, are parties to a 1999 agreement (the “Agreement”) pursuant to which the Agency is obligated to allocate a portion of its tax increment revenues to a fund (the “District Fund”); and

WHEREAS, the Agreement currently provides that monies deposited into the District Fund are to be used to pay for Cuesta College’s Borkey Area Specific Plan fees; and

WHEREAS, the cumulative amount of Agency funds anticipated to be deposited into the District Fund over the life of the Redevelopment Plan would be sufficient to pay for both the Off-Site Public Improvements and the Borkey Area Specific Plan fees; and

WHEREAS, to the extent that the amount currently deposited in the District Fund is insufficient to pay for the total cost of the Off-Site Improvements, there are adequate amounts in the City’s water and sewer enterprise funds to advance any shortfall in the cost of the Off-Site Improvements;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The City Council hereby conditionally approves the draft “First Amendment to Agreement Between the Redevelopment Agency of the City of El Paso de Robles, the City of El Paso de Robles and San Luis Obispo County Community College District,” attached hereto as Exhibit A and incorporated herein by reference, providing for the allocation of the money in the District Fund, as defined therein, to pay for the cost of the Off-Site Improvements. If the State of California approves District’s request for funding of the Center, the City shall take all necessary steps to advance Agency and City funds to help pay for the cost of the Off-Site Improvements for the Center.

PASSED AND ADOPTED by the City Council on this 16th day of November, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Duane Picanco, Mayor

Caryn Jackson, Deputy City Clerk

Exhibit A

Draft of First Amendment to Agreement Between the
Redevelopment Agency of the City of El Paso de Robles, The City of El Paso de Robles
and San Luis Obispo County Community College District

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES
AND SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT\
(Cuesta Community College Campus)**

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is entered this ____ day of November, 2010, by and between the REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES, a redevelopment agency existing under the California Community Redevelopment Law (the “Agency”), the CITY OF EL PASO DE ROBLES, a municipal corporation, (the “City”), and the SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT, a public body (the “District”).

Recitals

A. The Agency is in the process of implementing the Redevelopment Plan for the Paso Robles Redevelopment Project area (the “Redevelopment Plan”).

B. In connection with the adoption of the Redevelopment Plan, the Agency and District entered into an Agreement, dated March 2, 1988 (the “Original Pass-Through Agreement”) to alleviate the financial burden or detriment caused to the District by the adoption of the Redevelopment Plan. Pursuant to the Original Pass-Through Agreement, the Agency agreed to deposit certain monies into a trust fund (the “District Fund”) for public facilities for the District which would be of benefit to the Project Area, as determined by the City, the Agency and the District, after the requisite public hearings.

C. On November 6, 1996, the Agency, District and City entered into a Memorandum of Understanding (the “MOU”) setting forth certain understandings and agreements of the parties regarding certain work to be done in connection with the proposed development of the North County Campus of Cuesta College. The parties subsequently entered into an Agreement, dated ____, 1999, (the “Agreement”) that replaced and superseded the MOU, and provided that the monies deposited into the District Fund be allocated towards the payment of the District’s Borkey Area Specific Plan Mitigation Fees, (as defined in the Agreement).

D. The District has applied for funding from the State of California to construct a Trades and Technology Center (the “Center”) on its North County Campus in Paso Robles, however such funding, if awarded, would be insufficient to pay for the necessary extensions of City sewer and water lines to serve the Center and surface improvements to Buena Vista Drive (collectively, the “Off-Site Improvements”). Construction of the Center will further the economic strategy of the City, as well as serve residents of the Project Area.

E. The parties desire to enter into this First Amendment for the purpose of setting forth the further understandings and agreements of the parties with respect to the use of the funds deposited into the District Fund.

Agreements

Section 1. The District Fund has accumulated approximately \$360,000 to date. In the event that District is awarded the funds for the construction of the Center, the parties agree that the monies in the District Fund shall be used to help pay for the cost of the Off-Site Improvements. In addition, the parties agree that if City advances the remainder of the costs for the construction of the Off-Site Improvements, City shall be repaid from future deposits to the District Fund until City has been fully repaid. Any such advance by the City shall be evidenced by a promissory note, executed by District in favor of City, in a form reasonably satisfactory to the City and the City Attorney.

Section 2. The parties further agree that any monies deposited into the District Fund after City has been fully reimbursed for the costs advanced for the construction of the Off-Site Improvements shall be used to pay the Mitigation Fees (as defined in the Agreement). Therefore, District shall continue to annually provide to Agency, no later than June 30 of each year, a letter containing the information required in Subsection 1.b, subparagraphs (i) and (ii), in order that City may calculate the total amount of Mitigation Fees owed by District.

Section 3. Except as specifically modified by this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHERE, the City, Agency and District have executed this Agreement as of the date first above written.

[Signatures on following page]

CITY OF EL PASO DE ROBLES,
a municipal corporation

By: _____
Duane Picanco, Mayor

Attest:

By: _____
Dennis Fansler, City Clerk

“CITY”

REDEVELOPMENT AGENCY OF THE CITY OF
EL PASO DE ROBLES, a public body, corporate
and politic

By: _____
_____, Chairman

Attest: _____
Dennis Fansler, Agency Secretary

“AGENCY”

SAN LUIS OBISPO COUNTY COMMUNITY
COLLEGE DISTRICT, a public body

By: _____

By: _____

“DISTRICT”