

TO: James L. App, City Manager
FROM: Ron Whisenand, Community Development Director
SUBJECT: Sewer Service from TCSD in City Sphere of Influence
DATE: November 16, 2010

NEEDS: For the City Council to consider a request to enter into an agreement between the City, Cal Fire and the Templeton Community Services District for sewer service within the City's Sphere of Influence.

FACTS:

1. In 1998 the City and Templeton Community Services District (TCSD) entered into an agreement regarding utility services and boundary definitions. In the vicinity of Ramada Drive, TCSD provides water and sewer services to the south side of Volpi-Ysabel Road, and developments south. The City will eventually provide services to the north side of Volpi-Ysabel Road and developments north.
2. The southern City Limit along Ramada Drive extends to Calle Propano, about 0.5 miles north of Volpi-Ysabel Road. The parcels between Calle Propano and Volpi-Ysabel along Ramada Drive are within the City's Sphere of Influence.
3. General Plan policy precludes the City from providing water and sewer services outside the City.
4. The City has received a request from Cal Fire, located at 2510 Ramada Drive to allow the Templeton Community Services District to provide sanitary sewer service to their facility.

**ANALYSIS
AND**

CONCLUSION: In accordance with General Plan policy, the City does not provide water and sewer services outside City limits prior to annexation. The City however has, received similar requests to allow provision of services by TCSD along Ramada Drive. AJ Contractor Supply directly north of CDF is one such example. The Council accepted their request to allow water service for fire protection. The agreement with AJ and the proposed agreement with Cal Fire are subject to no opposition to future annexation, and connection to City water and/or sewer services when available.

Provision of sewer service by TCSD will not influence future consideration of annexation of this area. The request by Cal Fire does not set a precedent for the city to uniformly consider or allow outside agencies to provide services within the City's Sphere of Influence.

POLICY

REFERENCE: Conservation Element of the General Plan; Agreement between Templeton Community Services District and the City of El Paso De Robles, November 1997

FISCAL

IMPACT: None

OPTIONS:

- a. Authorize the Mayor to enter into an agreement with Cal Fire and TCSD to allow for sewer service by TCSD to their facility at 2510 Ramada Drive.
- b. Amend, modify or reject the above option.

Attachments: (3)

1) Letter from Cal Fire

2) Vicinity Map

3) Agreement for consideration



CAL FIRE
San Luis Obispo
County Fire Department



Matt Jenkins, Fire Chief

635 N. Santa Rosa • San Luis Obispo, CA 93405
Phone: 805.543.4244 • Fax: 805.543.4248
www.cdfslo.org

October 21, 2010

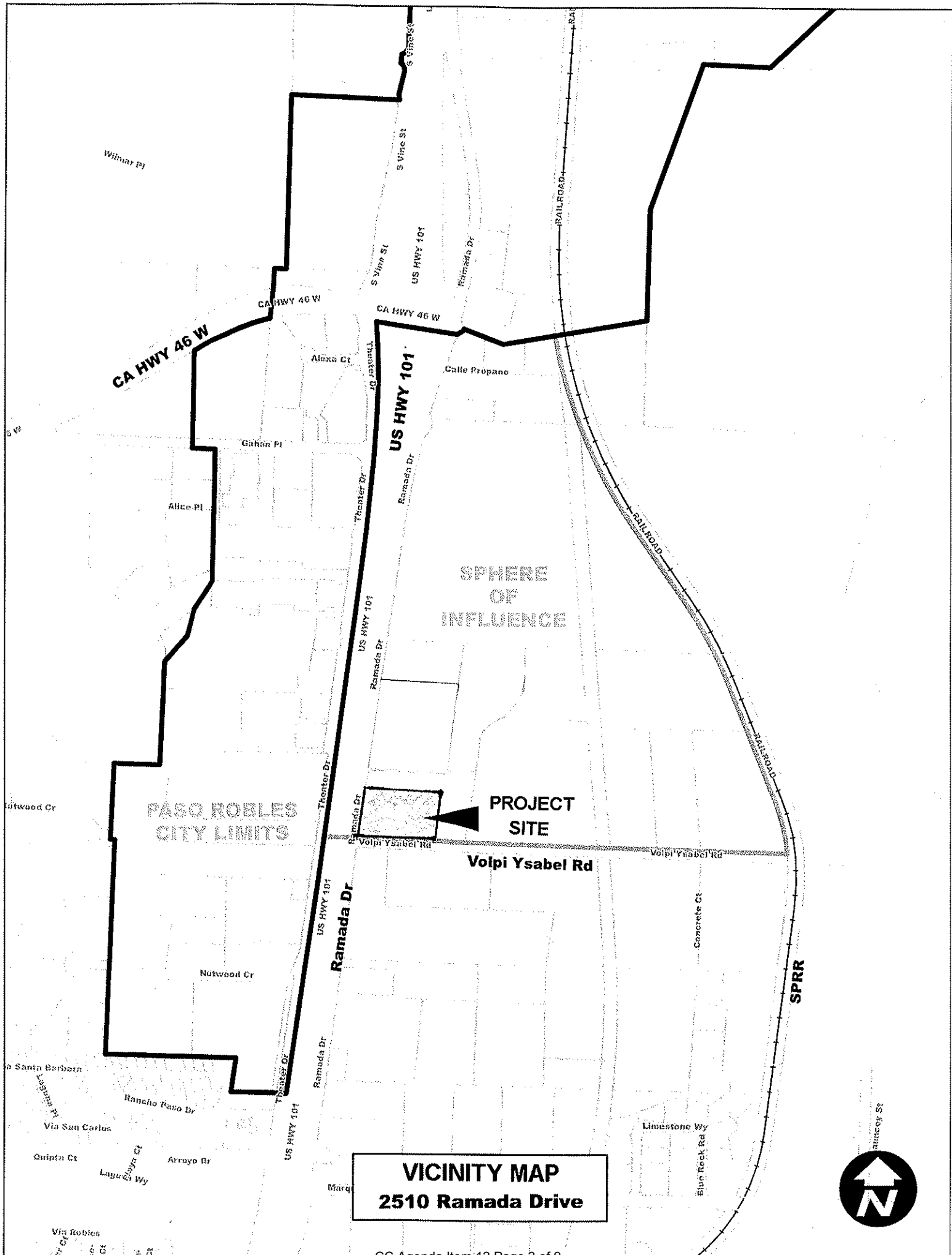
John Falkenstien
City Engineer
City of Paso Robles
1000 Spring Street
Paso Robles, Ca 93446

RE: CAL FIRE Paso Robles Station Sewer Service

I am requesting an Outside Users Agreement to obtain a sewer service connection from the Templeton Community Services District. The CAL FIRE Station Facility located at 2510 Ramada Drive, is in the final design process for replacement which typically only takes place every 50 years. With this in mind, it is important that the design will satisfy future needs and conditions. We made a request for sewer service from your department in October but were denied due to our location outside of the official city limits. A request to receive an exception was made and denied as well. We understand that this option would require trenching and a possible a lift station installed for connection to the Templeton CSD. An Outside Users Agreement which mirrors the agreement we have on file for water service would allow our project to go forward while also ensuring Paso Robles' interest in the future.

Your timely consideration for this request is appreciated.

Steve Crawford
Battalion Chief
Paso Robles Battalion
California Department of Forestry & Fire Protection (CAL FIRE)
[Steve.Crawford@ Fire.Ca.Gov](mailto:Steve.Crawford@Fire.Ca.Gov) 805-903-3413



VICINITY MAP
2510 Ramada Drive

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

**PUBLIC WORKS DEPARTMENT
CITY OF EL PASO DE ROBLES
1000 SPRING STREET
PASO ROBLES, CA 93446**

FOR RECORDER USE ONLY

**AGREEMENT TO ALLOW FOR INTERIM SEWER SERVICE FROM TCSD, TO NOT
OPPOSE FUTURE ANNEXATION TO THE CITY OF PASO ROBLES AND TO
CONNECT TO CITY SEWER SERVICES WHEN AVAILABLE IN THE IMMEDIATE
AREA**

THIS AGREEMENT, is made and entered into this _____ day of _____
_____, 2010, by and among the **CAL FIRE** (hereinafter referred to as “**OWNER**”),
TEMPLETON COMMUNITY SERVICES DISTRICT, a public body (hereinafter referred to
as “**TCSD**”), and the **CITY OF EL PASO DE ROBLES**, a municipal corporation (hereinafter
referred to as “**CITY**”).

WITNESSETH:

WHEREAS, OWNER owns certain real property at 2510 Ramada Drive (the
“Property”) which is located outside the **CITY** boundaries but within the **CITY**’s current Sphere
of Influence, which is more particularly described in **EXHIBIT A**, on which **OWNER** maintains
a fire station, and

WHEREAS, OWNER is in the process of replacing the existing facility on site, and

WHEREAS, OWNER has been granted permission by **CITY** to apply to **TCSD** to
provide sewer services, subject to certain conditions; and

WHEREAS, TCSD has facilities available to provide the Property with sewer
connections; and

WHEREAS, in an agreement dated November 18, 1997 CITY and TCSD agreed upon
certain service area boundaries for **CITY** and **TCSD**, respectively, and

WHEREAS, the Property is within the CITY’s service area; and

WHEREAS, OWNER is requesting a connection to the **TCSD** sewer main near the
Property ; and

WHEREAS, CITY's approval of **OWNER'S** application to **TCSD** for sewer connection also is specifically conditioned upon **OWNER** (1) agreeing not to oppose future annexation to the **CITY**, and (2) agreeing to connect to **CITY** sewer services when such services are available within 500 feet of the boundaries of the subject property; and

WHEREAS, execution of this Agreement by OWNER, CITY and TCSD, and subsequent performance by OWNER of its obligations and by its successors in interest will satisfy the requirements imposed as a condition of approval of permission to obtain sewer service from TCSD.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein as if set forth in full.
2. **Annexation to City.** **OWNER** agrees that it will not oppose, directly or indirectly, any request or application to have **OWNER's** Property annexed into the **CITY**.
3. **Future Connection to City Sewer and Water Services.** **OWNER** agrees that, at its sole cost and expense, it shall, within 90 days after receipt of written notification from the **CITY's** Public Works Director that **CITY** has determined that providing water and sewer service to the Property is consistent with **CITY** policy , install sewer and water connections from the Property to the **CITY** sewer and water systems. **CITY** agrees that it shall only provide such notification when a **CITY** sewer main is located 500 feet or less from the Property line and/or when water service becomes available within 500 feet from the Property. At the time of any such connection to the **CITY's** sewer or water facilities, **OWNER** agrees to pay all applicable **CITY** connection fees then in effect or any other reimbursement fees associated with connecting to such **CITY** services.
4. **TCSD Sewer Service.** **A)** The parties hereto agree that **OWNER** may obtain sewer services for such Property from **TCSD**, until the earlier to occur of (i) annexation of the Property to **CITY**; or (ii) installation of a sewer service connection from the Property to **CITY's** sewer system. Any agreement between **OWNER** and **TCSD** regarding the provision of such sewer service shall be consistent with the terms of this Agreement. **B)** **TCSD** shall accept effluent from owner as allocation against it's contracted capacity with the city of Paso Robles.

5. **Waiver of Right of Protest.** **OWNER** agrees, on behalf of itself and its successors in interest, that it hereby waives the right to file or present any oral or written protest of or challenge to, directly or indirectly, the annexation of the subject property into the **CITY**.
6. **Agreement Runs with the Land.** This Agreement shall run with the subject property described above and shall be binding upon the **OWNER** and all his assigns and successors in interest.
7. **Indemnification.** The **OWNER**, and its assigns and successors in interest, shall defend, indemnify and hold harmless the **CITY** and **TCSD**, their officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability for injury or death to persons whomsoever or damage or loss or destruction of property whatsoever that is occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, except to the extent that such claims. are caused by the sole and gross negligence or willful conduct of an indemnified party.
8. **Effect of Waiver.** Any waiver at any time by any party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.
9. **Notices.** Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given shall be addressed as follows:

CITY: Public Works Director
City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446

TCSD : Templeton Community Services District
P. O. Box 780
Templeton, CA 93465

OWNER: CAL FIRE
c/o CDF/SLO County Fire Department
Attn: Rick Swan, Division Chief
635 N. Santa Rosa Road
San Luis Obispo, CA 93405

Any party may change its address by notice in writing to the other parties and thereafter notices shall be addressed and transmitted to the new address.

10. **Validity of Other Agreements.** This Agreement is in addition to, and does not supersede, any other agreement or agreement entered into by and between the parties hereto, except that with regard to the specific subject matter of this Agreement, this document represents the entire and integrated agreement between **CITY, OWNER** and **TCSD** and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument, signed by both **CITY, OWNER** and **TCSD** and recorded in accordance with Section 12 of this Agreement.
11. **Invalidity.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
12. **Agreement to be Recorded.** **OWNER, TCSD** and **CITY** intend and consent to the recordation of this Agreement in the official records of the County of San Luis Obispo. **CITY** shall record the Agreement after its full execution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written as follows:

CAL FIRE

Division Chief

TEMPLETON COMMUNITY SERVICES DISTRICT

ATTEST:

President of Board of Directors

Secretary,

CITY:
CITY OF EL PASO DE ROBLES

ATTEST:

City Manager

Deputy City Clerk

(SIGNATURES MUST BE NOTARIZED)

EXHIBIT A

[Description Of Property]

San Luis Obispo County Assessor's Parcel No. 040-143-003

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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 _____ (Seal)

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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 _____ (Seal)

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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 _____ (Seal)