RESOLUTION NO. 2335

A RESOLUTION APPROVING ANNEXATION NO. 39 (TIERRA DEL CAMPO)

WHEREAS, the Local Agency Formation Commission has by its Resolution No. 79-2 recommended the annexation of contiguous territory known as Annexation No. 39 (Tierra Del Campo) to the City of El Paso de Robles subject to the following conditions:

1. That the city is authorized to complete the annexation without further notice, hearing or election.

and;

WHEREAS, said territory pursuant to Section 65859 of the Government Code of the State of California, the City Council has prezoned said territory as shown on Exhibit "A", attached hereto; and

WHEREAS, said territory as legally described and certified to the city by LAFCO is described on Exhibit "B" and "C", a legal description and a map, both of which are attached hereto; and

WHEREAS, an Environmental Impact Report was prepared giving various mitigating measures to the proposal to annex said territory and said report having been considered by the City Planning Commission and City Council was certified as being adequate contingent upon mitigating measures; and

WHEREAS, the City Council of the City of El Paso de Robles, after considering all of the above and the proponent for the annexation having formally requested that the annexation proceed after submitting written consent that the area to be annexed shall be taxed to pay its proportional share of the bonded indebtedness of the City of El Paso de Robles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Paso de Robles that Annexation No. 39 (Tierra Del Campo) be annexed

13. In the event there is a dispute between the City and the Applicant regarding this annexation contract and in the event the matter requires litigation, then the prevailing party in such litigation shall be entitled to reasonable attorney's fees and court costs. In the event City prevails Applicant will indemnify City from all costs and expenses including staff time, expert fees, attorneys fees and other costs and expenses directly or indirectly relating to or resulting from the dispute of said fees.

14. Attached hereto as Exhibit D is a special sewer fee resolution. The Applicant agrees to pay the charges specified in the attached resolution. The foregoing fees will not be increased insofar as they apply solely to the annexed area except as provided in paragraphs 15 and 16. Both Applicant and City recognize that fees which apply generally to residents of the City or portions of the City may be altered or increased as provided in paragraph 6 and this agreement shall not be construed to restrict that general power of the City.

The special sewer fee charges to be paid by the Applicant pursuant to Exhibit D shall be paid in the same manner and shall be due upon the same terms and conditions as the bridge development fee payments described in paragraph 4 of this agreement.

15. The fees specified in paragraphs 3, 8, and 14 will be adjusted annually based on any upward or downward movement of the Consumers Price Index for Urban Wage Earners and Clerical Workers, San Francisco-Oakland, California, all items - Series A (1967-100) ("Index") published by the U.S. Department of Labor, Bureau of Labor Statistics, for any change above or below the January 1, 1980 figure. In the event the foregoing Index is no longer published, a comparable Index will be used. Notwithstanding the foregoing, the fees specified in this

agreement will not be increased if paid within three years of the execution of this agreement.

16. City and Applicant acknowledge that the Tierra del Campo development is a planned development which will be constructed in phases. Accordingly, there will be several final tract maps that will be approved as each phase is prepared for construction. It is the agreement of the parties hereto that as each phase is submitted for approval the fees described in this annexation contract shall become due and payable on that particular phase. The fees payable under this contract shall not be due and payable upon the entire development but only upon each phase as it matures.

Applicant warrants and represents that the individuals signing this agreement are the sole owners of property within the annexed area and that no other signatures are required to establish this agreement with all owners of property within the area annexed.

City and applicant agree that the Municipal Code of the City of Paso Robles may provide that there can be no more than a two-year delay between the completion of one phase of a planned development and the commencement of the next phase of a planned development. It is hereby agreed between the parties hereto that upon the request of the Applicant this period of time can be extended for one additional year for each phase.

17. This agreement binds the grantees, heirs, successors and assigns of the parties, including the individual lot owners within the annexed area.

18. If any portion of this agreement is found to be unenforceable, the remaining provisions hereof shall nevertheless be carried into effect.

19. It is agreed among the parties hereto that in the event City should waive the breach of any term, condition or provision hereof, that such waiver shall not be construed as a waiver of any similar breach or breaches thereafter occurring.

20. This agreement will remain in full force and effect until such time as all of the property within the annexed area is fully developed.

EXECUTED as of the day and year first above written.

APPLICANTS:

Merle F Miller

CITY OF EL PASO DE ROBLES,
A Municipal Corporation

BY: Barney Schwartz

BY:

to the incorporated area of said city subject to the execution of an agreement setting forth certain impacts and agreeing to payment of impact fees, said agreement attached hereto as Exhibit "D".

PASSED AND ADOPTED this 16th day of August, 1979 by the following roll call vote:

AYES: Hanson, Hurst, Minshull, Stemper and Schwartz

NOES: None

ABSENT: None

Barney Schwartz
BARNEY SCHWARTZ, MAYOR

ATTEST:

Donald B. Keefer
DONALD B. KEEFER, CITY CLERK

EXHIBIT "A"

ORDINANCE NO. 433 N.S.
AN ORDINANCE AMENDING ZONING MAP ESTABLISHED BY REFERENCE IN SECTION 21.12.020 OF THE MUNICIPAL CODE OF THE CITY OF EL PASO DE ROBLES

The City Council of the City of El Paso de Robles does ordain as follows:

SECTION I. That pursuant to Section 65859 of the Government Code of the State of California the Zoning Map of the City of El Paso de Robles dated August 3, 1959 and amended May 9, 1977 shall be changed by adding thereto the following described proposed annexation which shall be prezoned pursuant to Exhibit "A" attached hereto and made a part hereof:

A portion of Annexation No. 39 (Tierra del Campo) described as being contiguous to the existing city boundary and bounded on the south by Paso Robles Blvd. and on the west by North River Road, it also being described as the Moorpark Tract, except Lots 6 and 8; and of the easterly 10.04 acres of Lot 1 of the Resubdivision of Lot 11 of the Rancho Santa Ysabel.

PASSED AND ADOPTED this 7th day of August, 1979 by the following roll call vote:

AYES: Hanson, Hurst, Minshull, Stemper and Schwartz

NOES: None

ABSENT: None

Barney Schwartz
BARNEY SCHWARTZ, MAYOR

ATTEST:

Donald B. Keefer
DONALD B. KEEFER, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

7/3/79 DATE

F-1 AGENDA ITEM #

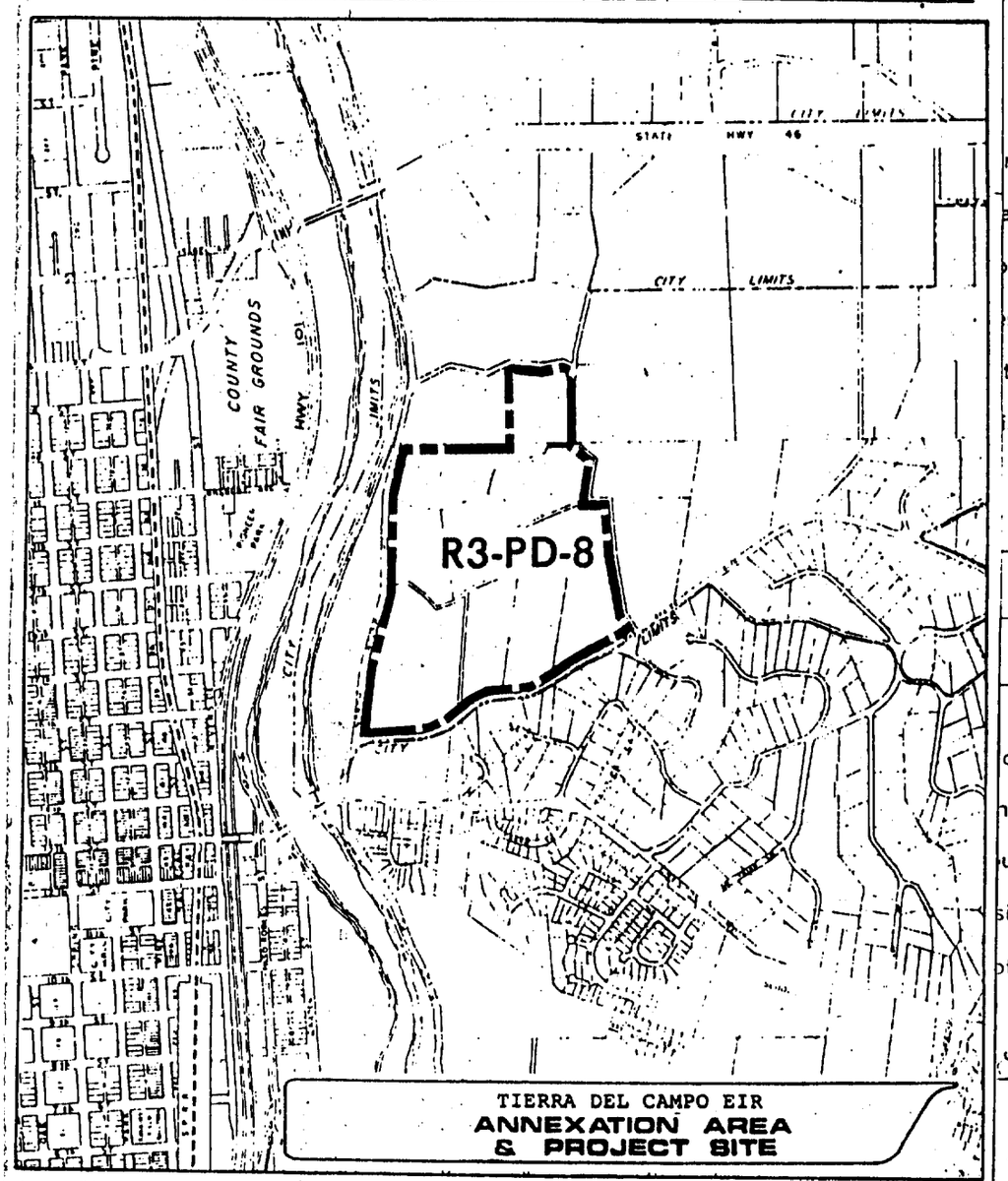
EXHIBIT "A"

( ) APPROVED ( ) DENIED

( ) CONTINUED TO _____

PROOF OF PUBLICATION

PUBLIC NOTICE PUBLIC NOTICE PUBLIC NOTICE



TIERRA DEL CAMPO EIR
ANNEXATION AREA
& PROJECT SITE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of El Paso de Robles has received a recommendation by the City Planning Commission that the proposed Annexation No. 39 (Tierra del Campo), as described in Exhibit "A" attached hereto, has been considered and proposed to be prezoned to designations and densities as shown on said Exhibit. The City Council, pursuant to Section 65859 of the Government Code of the State of Californiam may prezone unincorporated territory for the purpose of determining the zoning that will apply to such property in the event of subsequent annexations to the city.

..**NOTICE IS FURTHER GIVEN** that the proposed prezoning of the above annexations are shown on Exhibit "A" attached hereto and that a public hearing will be held before the City Council on the 3rd day of July, 1979 in the City Council Chambers, 1030 Spring Street, Paso Robles, CA at the hour of 7:30 p.m. at which time all interested persons may appear and be heard thereon.

Donald B. Keefer
City Clerk

Pub. Fri. June 22
Legal No. 7199

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sions of Chapter 1,
of the State of Cali-

Signature

this 22nd. day

Notary Public

DOROTHY D. REDDICK
NOTARY PUBLIC
IN LOS OSOS COUNTY
CALIFORNIA
h Expires June 13, 1981

EXHIBIT "D"

ANNEXATION CONTRACT

THIS ANNEXATION CONTRACT is made and entered into this 15 th day of November, 1979, by and between the CITY OF EL PASO DE ROBLES, a Municipal Corporation, hereinafter referred to as "City" and the developers of the planned development TIERRA del CAMPO, hereinafter referred to as "Applicant".

RECITALS

WHEREAS, the City contemplates annexation of an area designated as Tierra del Campo; and

WHEREAS, a copy of the map of the proposed area is attached as Exhibit A; and

WHEREAS, a copy of the legal description of the proposed area is attached as Exhibit B; and

WHEREAS, both Applicant and City recognize that an annexation is strictly voluntary, that it is within the discretion of both the Applicant and the City, and both Applicant and City recognize that neither is required to accept such annexation; and

WHEREAS, Applicant and City recognize that the annexation will significantly enhance property values and provide City services that Applicant cannot otherwise provide such as City fire protection, City police protection, City water, and City sewage treatment; and

WHEREAS, Applicant is not required to request annexation to the City and could remain subject to County jurisdiction; and

WHEREAS, Applicant and City recognize that the annexation will result in added cost but also added tax revenue to the City; and

WHEREAS, Applicant and City are aware of the recent passage of Proposition 13 and are aware that Proposition 13 partially restricts the

right of the City to increase general taxes on the property to be annexed and on property presently within the City limits; and

WHEREAS, Applicant and City recognize that Proposition 13 has and will dramatically reduce income to the City and further recognize that other tax initiatives such as the Gann Initiative, if passed, will limit City expenditures to the existing City budget; and

WHEREAS, the City is not willing to consider the burden, cost and expense of the annexation without adequate assurance from Applicant that it will assist the City in offsetting and defraying added cost resulting from annexation and development within the annexed area; and

WHEREAS, City and Applicant recognize that City would not accept such annexation without such assurance.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Both City and Applicant recognize that City has and will have all ordinary zoning powers within the annexed area when the area is annexed, provided, however, that Applicant and City agree that the prezoning designated for the annexed area will remain in effect for a period of ten years except as hereinafter provided. In the event Applicant or Applicant's successors refuse to pay the fees specified in this agreement or in the event that the fees specified in this agreement are determined to be invalid and are not paid, both Applicant and City agree that the City will no longer be bound by the prezoning designation and City may thereafter alter or change said zoning. In all events the City will not be bound by the prezoning designation ten years from the date this agreement is executed. The agreement that the prezoning will remain in effect for ten years from the date this agreement is executed does not preclude the City from increasing densities in the exercise of its reasonable discretion. Increased units or acreage

shall adjust the payments as set forth in Paragraph 3.

2. The area which is to be annexed is located East of the Salinas River and the existing bridge over the river at 13th Street is possibly inadequate for prospective use.

3. Applicant agrees to pay the sum of $100.00 per newly established residential unit or newly established single family residential lot and $600.00 per acre for other zoned parcels located within Tierra del Campo as and for a bridge development fee. The term "other zoned parcels" refers to zoning other than residential such as commercial.

4. Said bridge development fee will be a condition of approval of any preliminary tract map and is to be paid at the time of and prior to approval of the final tract map in the annexed area. The fee is to be based on the number of single family lots or mobile home lots or number of single family dwelling units permitted on each lot, whether a condominium or multiple unit structure, as permitted within the subdivision plans and applicable zoning, established within the subdivision. The City is not required to approve a final tract map, use permit or a building permit until said fee is paid. Reference to "residential unit" is a reference to the number of dwelling units that can be constructed on each individual lot established within a subdivision or development area.

5. It is recognized that the bridge development fee consists of less than 1/6th of the anticipated present cost of the required bridge when applied to all pending annexations. The fee specified in this agreement will not be increased with respect to areas included within the annexed area, except as provided in Paragraphs 15 and 16. Notwithstanding the foregoing, it is recognized and agreed that the annexed area and other areas within the City may be subject to bonds or assessments,

taxes or other charges related to bridge development that apply uniformly to assessment districts or general areas located within the City including the annexed area.

6. It is recognized and agreed that this agreement does not preclude charges, fees, taxes, general obligation or revenue bonds, assessments or other charges which the City may choose to levy from time to time provided such charges, taxes, fees, etc. apply uniformly to areas, uses, permits, etc. within the City or within assessment districts. It is the intent that this agreement shall not preclude the City's existing or future rights to levy charges, fees, etc. It is further the intent that the fees specified in paragraphs 3, 8 and 14 shall not be increased except as provided in paragraphs 15 and 16.

7. The area which is to be annexed will have an impact on public safety expenditures within the City.

8. Applicant agrees to pay the sum of $100.00 per acre located within Tierra del Campo as and for a public safety impact fee.

9. Ten percent of the public safety impact fee is to be paid at the time of annexation, twenty percent of said fee is to be paid upon approval of a preliminary tract map and seventy percent of said fee will be a condition of approval of any preliminary tract map and is to be paid at the time of and prior to approval of the final tract map. The City is not required to approve a final tract map or a building permit until said fee is paid.

10. It is recognized that the public safety impact fee does not represent the City's entire cost for such services. It is agreed that the public safety impact fee will not be increased with respect to the annexed area except as provided in paragraphs 15 and 16.

11. Applicant agrees upon execution of this agreement to pay

$1,500.00 as the City's cost of processing the request for annexation to be allocated as follows:

a. $500.00 for administration of annexation procedures by City Clerk's office; and

b. $1,000.00 for additional master planning.

12. Attached hereto as Exhibit C is a copy of the Environmental Impact Report affecting this development. As a part of Exhibit C are certain mitigation measures. Approval of the annexation is subject to implementation of the mitigating measures. Applicant hereby agrees to implement and accomplish each of the required mitigation measures as set forth in Exhibit C. City shall not be required to approve any development within the annexed area if such mitigation measures are not taken.

It is further recognized and agreed that individual project within the annexed areas will require environmental assessment by EIR or otherwise and that such environmental assessment can include required mitigating measures.

If City, in its discretion, elects to approve development of a portion of the annexed area without full implementation of the mitigating measures, such approval will not constitute a waiver of the provisions of this section.

However, it is agreed between the parties hereto that any mitigation measures recommended by Exhibit C which fall within the area of bridge development, public safety or sewers shall not be required to be mitigated by the Applicant, because the respective bridge development, public safety and sewer fees levied by this agreement are intended by both parties to enable the City, by application of said fees, to accomplish mitigation.