

RESOLUTION NO. 15-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES ESTABLISHING REIMBURSEMENT FOR THE CONSTRUCTION OF A SEWER LINE AND APPURTENANCES ON SHANNON HILL DRIVE (TURANO)

WHEREAS, Dino Turano, owner of property at 625 Shannon Hill Drive has constructed a sewer line and appurtenances described in “Exhibit A – Sewer Line” in order to provide sewer service to their residence; and

WHEREAS, the sewer line and appurtenances constructed by Turano will provide sewer availability to, and therefore will benefit another property. The sewer line and appurtenances qualify for reimbursement pursuant to Title 14, Section 14.08.170 of the Municipal Code which provides that a developer of off-site sewer improvements is entitled to “A reimbursement agreement may be prepared by the City Engineer for consideration by the City Council where a property owner has installed sewer lines and appurtenances beyond his or her property line and the sewer line is subject to probable future use future use by other properties.”; and

WHEREAS, Dino Turano has requested that a reimbursement agreement be established in order for his adjacent property to pay their share of the costs of the sewer line and appurtenances, as such proportionate shares have been determined by the City Engineer;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Based on the staff report prepared by the City Engineer, the City Council finds as follows:

1. That the pro rata eligible amount of reimbursement to Dino Turano is \$11,292.
2. That the real properties identified in “Exhibit B - Served Properties”, are subject to probable future use of said sewer line and appurtenances.
3. That the reasonable reimbursement charge for connection to the sewer line for a single family residence or one residential unit is \$11,292.
4. That the City will collect these fees upon issuance of a permit for connection into the sewer line.
5. That in accordance with Title 14, Section 14.08.170 of the Municipal Code, this reimbursement shall expire (10) ten years from the date of the acceptance of the sewer main.
6. That the reimbursement charges approved by this Resolution are a “condition of development” and are therefore exempt from the guidelines and procedures of Proposition 218 (Article XIIIID Section 1(b) of the California Constitution).

SECTION 2. That the City Council hereby approves and authorizes the Mayor to execute a Reimbursement Agreement in substantially the form attached hereto and incorporated herein by reference, subject to any minor technical and clarifying changes approved by the City Manager and City Attorney. The Reimbursement Agreement provides that the City shall collect from those real properties identified in Exhibit “B” who connect to said sewer line the amount of \$11,292 per single family residential unit. These fees shall be collected at the time building permits are issued.

SECTION 3. The total aggregate amount to be paid to Dino Turano, under the Reimbursement Agreement shall not exceed \$11,292.

SECTION 4. That pursuant to Title 14, Section 14.08.170 of the Municipal Code, the City's obligation to collect reimbursements shall expire on October 20, 2025.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 20th day of October, 2015 by the following vote:

AYES: Gregory, Hamon, Reed, Strong, Martin

NOES:

ABSENT:

ABSTAIN:



Steven W. Martin, Mayor

ATTEST:



Kristen L. Buxkemper, Deputy City Clerk

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

CITY ENGINEER

COMMUNITY DEVELOPMENT DEPT.

CITY OF EL PASO DE ROBLES

1000 SPRING STREET

PASO ROBLES, CA 93446

REIMBURSEMENT AGREEMENT

THIS **REIMBURSEMENT AGREEMENT** (the “**Agreement**”) is entered into this 20th day of October, 2015, by and between the **CITY OF EL PASO DE ROBLES**, a municipal corporation (the “**City**”), and **Dino Turano**, (“**Owner**”).

Recitals

- A. **Owner** owns a home at 625 Shannon Hill Drive, within the limits of the **City**.
- B. In accordance with Municipal Code policy, **Owner** has constructed a sewer line that would serve not only his residence, but also the adjacent property at 627 Shannon Hill Drive. In accordance with Title 14 of the Municipal Code, the **Owner** has requested reimbursement for the proportional shares of cost for installing the sewer line.
- C. The **City** has determined that the installation of the sewer line will benefit the adjacent property at 627 Shannon Hill Drive.
- D. The City Council adopted Resolution No. 15-xxx on October 20, 2015 which established the eligible amount of reimbursement to Applicant in the amount of \$11,292. Resolution No. 15-xxx is attached hereto and is incorporated herein by reference.

Agreements

NOW, THEREFORE, THE **CITY AND DEVELOPER** HEREBY AGREE AS FOLLOWS:

Section 1. Sewer Line

Owner has caused to be designed, constructed and installed the sewer line Improvements. The sewer line is more specifically described in Exhibit A, incorporated herein by reference, and generally described as a sewer line needed to serve properties along the north side of Shannon Hill Drive. Those properties which are anticipated to be served by the sewer line (the “**Served Properties**”) are shown generally on the map attached hereto as Exhibit B, incorporated herein by reference.

Construction of the sewer line has been undertaken and completed in accordance with the **City’s** Sewer Master Plan, and approved by the City Engineer.

Section 2. Plans; Permits

Prior to the commencement of construction and installation of the sewer line, **Owner** has caused to be prepared plans and specifications to the **City** for its approval. In addition, **Owner** has secured any and all permits as required by the **City** or any other governmental agency affected by such construction. **City** has provided all proper assistance to **Owner** in securing these permits.

Section 3. Insurance; Indemnification

Prior to the commencement of construction of the sewer line, **Owner** has furnished, or caused to be furnished, to the **City** duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amounts specified by the **City**, naming the **City** as an additional insured. The policy limits of such policies may be in lesser amounts if **Owner** shall provide the **City** with duplicate originals or appropriate certificates of a binder (approved by the **City**) which indemnifies and holds the **City** harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys’ fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person, which shall occur on or adjacent to the

construction site and which shall be directly or indirectly caused by any acts done thereon, or by any errors or omissions of **Owner** and its agents, servants, employees and contractors, and which provides for the defense of the **City** against all claims or causes of action arising therefrom. Such insurance policies have been maintained and kept in force, and such obligation to indemnify was continuous, during periods of construction of the sewer line, and until **City** has approved and accepted the sewer line.

Section 4. Nondiscrimination

Owner, for itself and its successors and assigns, agrees that in the construction of the sewer line, **Owner** did not and will not discriminate, and will not permit its contractors and subcontractors to discriminate, against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

Section 5. Reimbursement for the Sewer Line

In consideration of the undertakings of **Owner** under Section 1 of this **Agreement**, **City** agrees to reimburse, or cause to be reimbursed, to **Owner** a portion of the costs actually incurred by **Owner** for construction of the sewer line (the “**Reimbursement Amount**”). The **Reimbursement Amount** shall be determined as set forth below.

The costs actually incurred by **Owner** for construction of the sewer line (the “**Owner’s Costs**”) shall be determined based upon evidence submitted by the **Developer**. Upon completion of the sewer line, **Owner** shall submit to the **City** documentation reasonably satisfactory to the **City** evidencing the cost of the sewer line.

Following a determination of the **Owner’s Costs**, the **City** and **Owner** shall meet and confer in order for the **City** to determine the **Reimbursement Amount** to be paid to **Owner**, and the amount of fees to be charged by the **City** for future connections to the sewer facilities and use of the sewer line and paid to the **Owner** (the “**Reimbursement Fees**”). The **Reimbursement Amount** and **Reimbursement Fees** shall be based on an allocation of the **Owner Costs** to all of the units developed or to be developed on the **Served Properties**.

The **City** shall establish a reimbursement account for **Owner** and, upon receipt of the **Reimbursement Fees** from developers of the **Served Properties**, such amounts shall be deposited into the **Owner’s** reimbursement account. All **Reimbursement Fees** credited to

Owner's reimbursement account shall be disbursed to **Owner** on a semi-annual basis; provided in no event shall the total aggregate amount of **Reimbursement Fees** paid to **Owner** exceed the total **Reimbursement Amount** to be determined as set forth above in this Section 5.

Notwithstanding the foregoing, **Owner** acknowledges and agrees that payment by the **City** of all or any portion of the **Reimbursement Amount** is conditioned solely on the **City's** receipt of **Reimbursement Fees** for future connections to the sewer facilities. **City** shall have no obligation to pay any amounts to **Owner**, except to the extent that **Reimbursement Fees** are actually collected by the **City** from owners and/or developers of the **Served Properties**.

Section 6. **Compliance with Law**

Owner states that they have complied with all laws applicable to the construction of the improvements and work to be completed as described in this **Agreement**.

Section 7. **Termination of this Agreement**

This **Agreement** and the obligations of **Owner** and the **City** hereunder shall terminate upon the earlier to occur of:

- a. Payment by the **City** of the full **Reimbursement Amount**; or
- b. Ten (10) years from the date of acceptance by the **City** of the sewer line.

Section 8. **Applicable Law**

This **Agreement** shall be construed and enforced in accordance with the laws of the State of California. 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.

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

CITY:

CITY OF EL PASO DE ROBLES,
a municipal corporation

By: _____
Steve Martin, Mayor

Approved as to Form:
By Iris P. Yang, City Attorney

Attest:

By: _____
Kristy Buxkemper
Deputy City Clerk

OWNER:

By: _____
Dino Turano

[Signatures Must be Notarized]

EXHIBIT B

PROPERTIES TO BE SERVED BY
SANITARY SEWER LINE IMPROVEMENTS
REIMBURSEMENT AREA

Assessor Parcel Numbers	Property Identification	UNITS/SHARES
APN 009-431-018	625 Shannon Hill Drive	1
APN 009-431-019	627 Shannon Hill Drive	1
	Total Shares	2

Total Cost \$22,585 ÷ 2 Shares = \$11,292 per unit

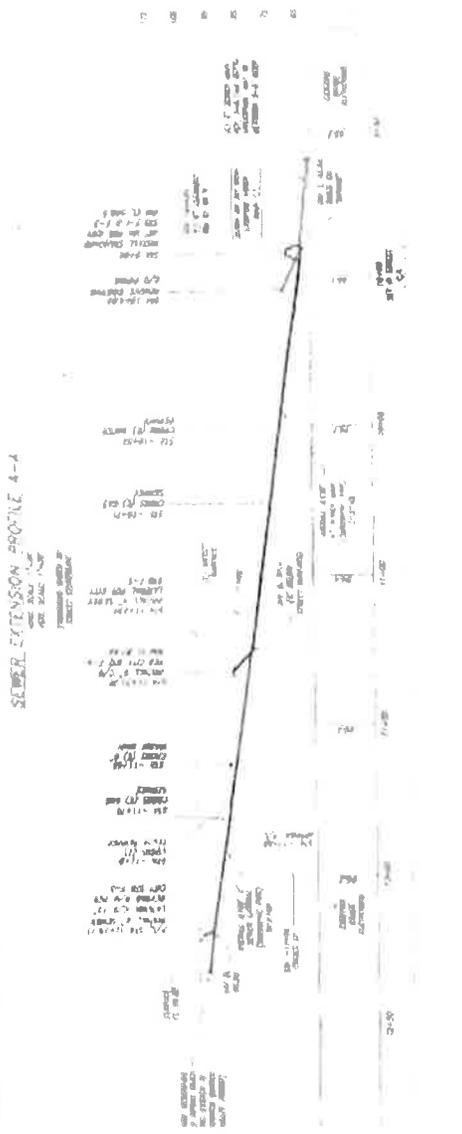
SEWER EXTENSION AND CONNECTION PLAN

TONY LOGAN
 625 SHANNON HILL DRIVE
 PASO ROBLES; APN: 009-431-018

Exhibit A



SEWER EXTENSION PROFILE 4-4



NOTES:

1. THE CITY OF PASO ROBLES HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT THE PROPOSED SEWER EXTENSION AND CONNECTION PLAN IS IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR SEWER SYSTEMS.
2. THE CITY ENGINEERING DEPARTMENT HAS REVIEWED THE PLAN AND HAS DETERMINED THAT THE PROPOSED SEWER EXTENSION AND CONNECTION PLAN IS IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR SEWER SYSTEMS.
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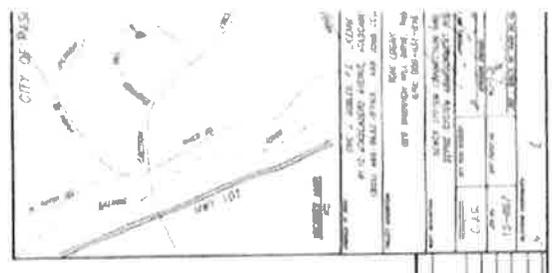
APPROVALS:

 CITY ENGINEER

 TONY LOGAN

GENERAL NOTES:

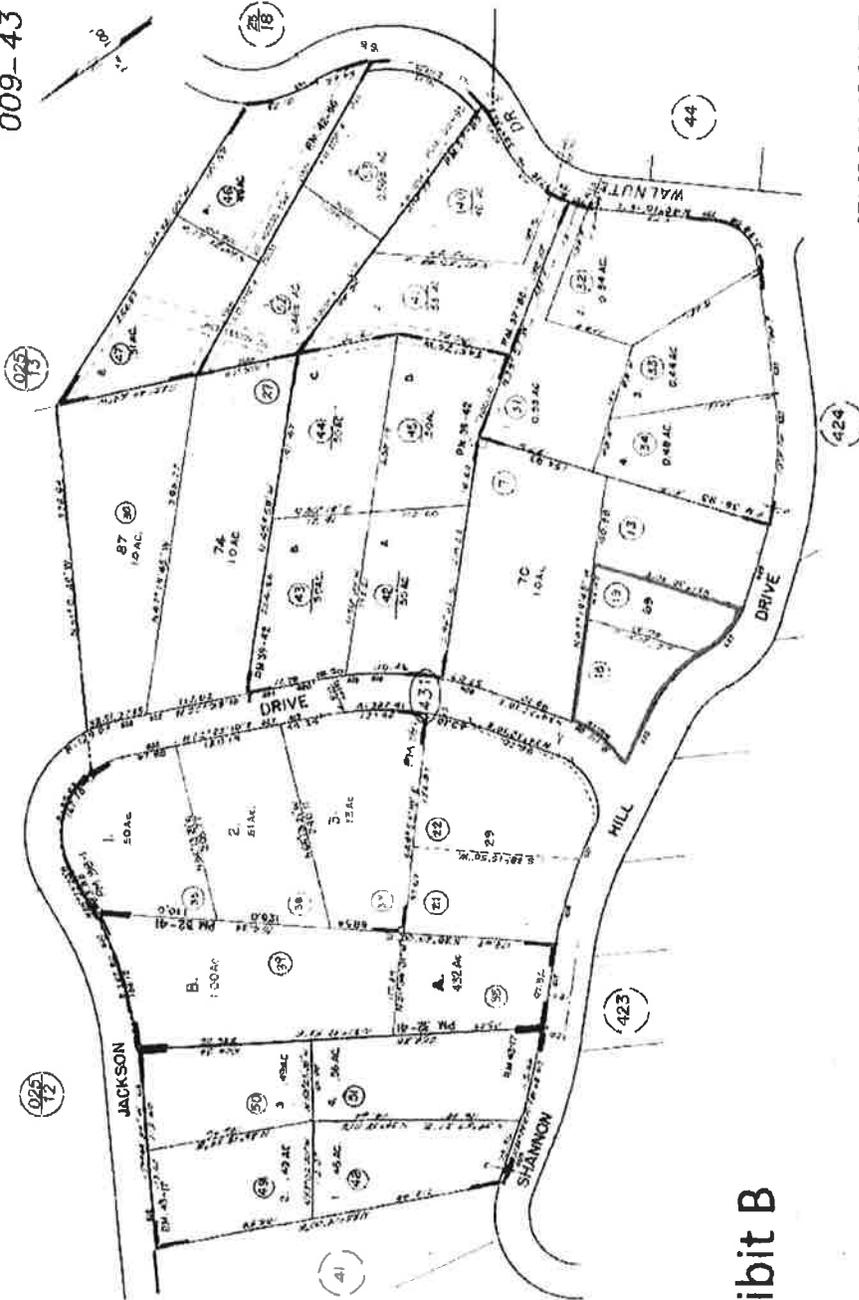
1. ALL SEWER PIPES SHALL BE 12" DIA. PVC 15' STRENGTH RINGS.
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5. ALL SEWER PIPES SHALL BE 12" DIA. PVC 15' STRENGTH RINGS.



Mark Lewis, Director
 1339 South Main St.
 Paso Robles, CA 94044
 805-239-9924



009-43



CITY OF PASO DE ROBLES
SANTA FE COUNTY OF
BOOK 153 PAGE 55

ORCHARD BUNGALOW TRACT, R.M. Bk. 2, Pg. 55.

Exhibit B