

TO: James L. App, City Manager
FROM: Doug Monn, Director of Public Works
SUBJECT: Reimbursement Agreement for Sewer Line
Ivy Lane, Reisz
DATE: January 16, 2007

Needs: For the City Council to consider establishing a Reimbursement Agreement for the sewer line constructed on Ivy Lane from 400 feet north of Creston Road to 700 feet north of Creston Road.

- Facts:**
1. On December 7, 2006, the City Engineer issued Encroachment Permit No. E06-0201 for Hollister Construction on behalf of William A. Reisz, associated with extending sewer to Reisz' property at 736 Trigo Lane.
 2. In accordance with Municipal Code policy, Reisz has constructed a sewer line and appurtenances in order to provide sewer service to his residence.
 3. The sewer line provides sewer availability for the immediate area and thereby benefits other properties. Mr. Reisz has requested that a reimbursement agreement be established in order for other properties to pay their share of the costs. The sewer line and appurtenances qualify for reimbursement pursuant to Title 14, Section 14.08.070 M1b of the Municipal Code.
 4. The sewer line, appurtenances and their costs are identified in the proposed Agreement as "Exhibit A – Sewer Line Improvements".
 5. Those properties benefiting from the Sewer Line Improvements have been identified in the proposed Agreement as "Exhibit B - Served Properties".

**Analysis
and**

Conclusion: The sewer line and appurtenances constructed by William Reisz on Ivy Lane potentially benefit surrounding properties by providing access to sewer.

The costs for the construction of the sewer line and appurtenances provided by Reisz have been reviewed and are recommended for acceptance. The map of the "Sewer Line" (Exhibit "A") accurately represents properties that will benefit from the construction of the sewer line.

The method of determining the shares of cost of the construction of the sewer line is fair and equitable to all properties as shown on "Exhibit B - Served Properties".

Policy

Reference: Municipal Code Title 14, Section 14.080.07

Fiscal

Impact: None.

RESOLUTION NO. 07-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES ESTABLISHING REIMBURSEMENT FEES FOR THE CONSTRUCTION OF A SEWER LINE AND APPURTENANCES ON IVY LANE (REISZ)

WHEREAS, on December 7, 2006, the City issued Encroachment Permit No. 06-0201 to Hollister Construction on behalf of William Reisz for extension of a sewer line to the Reisz property at 736 Trigo Lane; and

WHEREAS, in accordance with Municipal Code policy, Reisz 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 Reisz will provide sewer availability to, and will therefore benefit, other properties. Therefore, the sewer line and appurtenances qualify for reimbursement pursuant to Title 14, Section 14.08.070 M1b of the Municipal Code which provides that a developer of off-site sewer improvements is entitled to “A pro rata share of the cost of installing all sewer lines and appurtenances beyond the property line of installer where sewer lines are wholly outside the property of applicant and are subject to probable future use by connectors other than applicant.”; and

WHEREAS, William Reisz has requested that a reimbursement agreement be established in order for other properties to pay their share of the costs of the sewer line and appurtenances, as such proportionate shares that 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 William Reisz is \$19,795.
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 \$4,949.
4. That the City will begin collecting these fees as each parcel connects into the sewer line.
5. That in accordance with Title 14, Section 14.08.070 M5b 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 XIII D 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

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 16th day of January, 2007, by and between the **CITY OF EL PASO DE ROBLES**, a municipal corporation (the “**City**”), and **William A. Reisz**, (“**Owner**”).

Recitals

- A. **Owner** owns a home at 736 Trigo Lane, 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 adjacent properties. 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 adjacent properties on Trigo Lane and Ivy Lane.
- D. The City Council adopted Resolution No. 07-xxx on January 16, 2007 which established the eligible amount of reimbursement to Applicant in the amount of \$14,847. Said Resolution further established the real properties which are subject to probable future use of the sewer main and the amount to be collected from each individual property owners connection to the sewer line. Resolution No. 07-xxx is attached hereto and is incorporated herein by reference.

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

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: _____
Frank R. Mecham, Mayor

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

Attest:

By: _____
Deborah D. Robinson
Deputy City Clerk

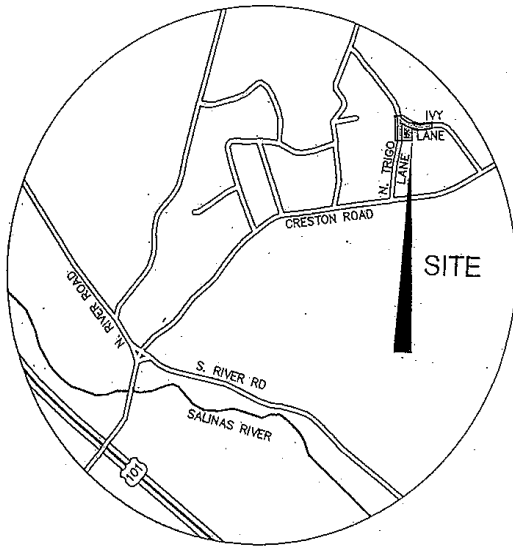
OWNER:

By: _____
William A. Reisz

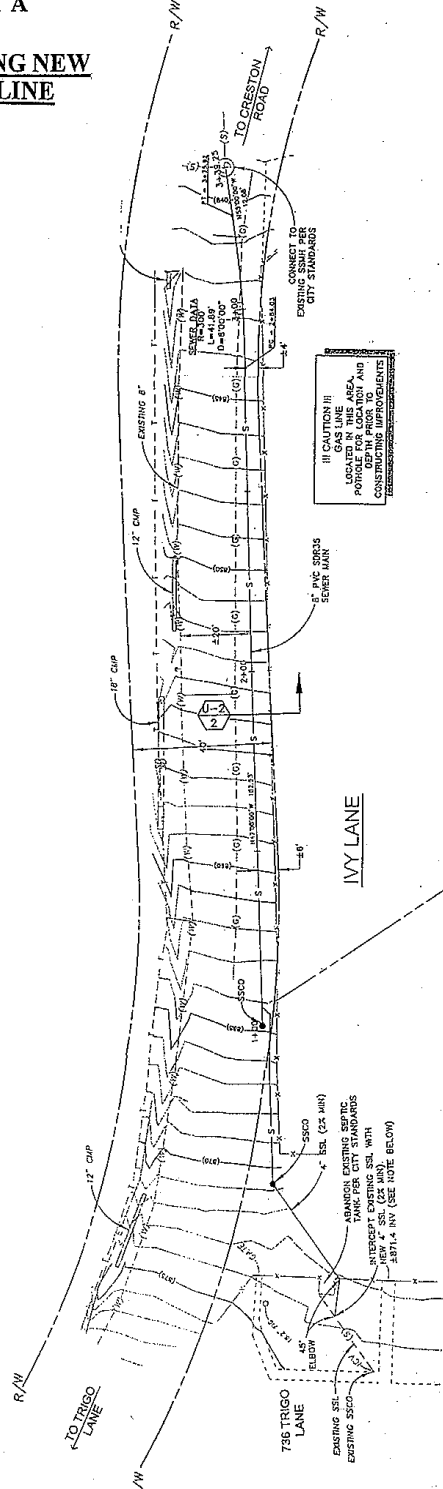
[Signatures Must be Notarized]

EXHIBIT A

EXHIBIT A
MAP SHOWING NEW
SEWAGE LINE

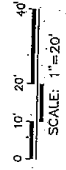


LOCATION MAP
 NO SCALE



!! CAUTION !!
 LOCATED IN THIS AREA,
 POTPOLE FOR LOCATION AND
 CONSTRUCTING IMPROVEMENTS

LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES WHERE SHOWN ON THE PLANS ARE BASED ON THE RECORD DRAWINGS FOR THE PROJECT. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AT LEAST 100 FEET AHEAD OF CONSTRUCTION IN ORDER TO VERIFY LOCATION AND DEPTH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAME DURING THE COURSE OF CONSTRUCTION OF THE PROJECT. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAME DURING THE COURSE OF CONSTRUCTION OF THE PROJECT. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



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.

