

TO: James L. App, City Manager

FROM: Doug Monn, Public Works Director

SUBJECT: Reimbursement for Installation of a Traffic Signal and Storm Drain at the Intersection of 4th and Spring Streets; Pacific Management and Development, PD 03-020

DATE: December 18, 2007

Needs: For the City Council to authorize a reimbursement to Pacific Management and Development (PMD), developer of PD 03-020 for the installation of a traffic signal and storm drain at the intersection of 4th and Spring Streets.

- Facts:**
1. On March 28, 2006, the Planning Commission adopted Resolution 06-023 approving PD 03-020.
 2. Conditions of Approval of PD 03-020 require PMD to install a traffic signal and a storm drain at the intersection of 4th and Spring Streets in order to mitigate impacts caused by their project. The condition of approval references the developer's option to request City Council reimbursement for a portion of the installation costs that relate to City-wide need.
 3. The existing storm drain across Spring Street was identified as needing replacement in a 1976 study that was the basis of the City's first storm drain impact fee. PMD's share of this improvement will be applied by the assessment of AB 1600 storm drain fees on all buildings encompassed under PD 03-020.
 4. The traffic signal at 4th and Spring Streets was on the AB 1600 Needs List adopted October, 2006. PMD's share of this improvement will be applied by the assessment of AB 1600 transportation fees on all buildings encompassed under PD 03-020.

**Analysis
and**

Conclusion: The development of PD 03-020 has prompted the need to improve the intersection of 4th and Spring Streets. In accordance with the conditions of approval of the project, PMD has completed installation of the traffic signal and storm drain. The City's AB 1600 fee program allows for reimbursement when, as in this case, regional improvements are installed by developers of a single project.

The existing storm drain across the south side of the intersection of 4th and Spring Streets was identified as needing replacement in the Storm Drain Report prepared by Central Coast Engineering in 1976. The 4th Street storm drain has been included in the storm drain fee program since its original adoption in 1979.

The traffic signal at 4th and Spring Street was added to the AB 1600 Needs List in October, 2006. This traffic signal became essential with the adoption of the plan line for the 4th Street underpass to Riverside Avenue. This signal, along with the future realignment of 4th and Pine Streets, promotes Pine Street as an alternative route to downtown consistent with the Circulation Element of the General Plan.

Policy

Reference: Municipal Code Section 12.18.050

Fiscal

Impact: PMD has installed the traffic signal at a cost of \$407,303. Since the project is included on the Needs List in City's AB 1600 fee program, full reimbursement to the developer is appropriate. The developer's share will be collected through payment of his impact fees. The reimbursement would come from the AB 1600 Transportation Fund. Funding of the 4th and Spring Street signal project with AB 1600 fees will impact funding availability to/for other transportation projects.

PMD has completed replacement of the 4th Street storm drain at a cost of \$265,929. As in the case of the traffic signal, this project is included on the AB 1600 Needs List and therefore reimbursement to the developer is appropriate. The developer's share will be collected through payment of his impact fees. Reimbursement would come from the Storm Drain Fund. The current storm drain fund balance is \$420,000. Full funding of the 4th and Spring Street storm drain with AB 1600 fees will limit funding options to/for other projects on the storm drain list.

The final cost of the traffic signal is \$407,303, considerably higher than the original estimate of \$250,000. The final cost of the storm drain is \$265,929; lower than the original estimate of \$300,000. The request for reimbursement exceeds the maximum reimbursement of \$550,000 authorized by Council in their resolution of February 6, 2007. Therefore, two options are provided for council consideration. The first to approve the reimbursement based upon the costs provided by PMD. The second option limits the reimbursement to \$550,000 as stated in the Council resolution adopted February 6, 2007.

The cost overruns of the traffic signal can be attributed to the road improvement costs both within the intersection and most particularly at the northwest, southwest and southeast corners. Each corner of the intersection was completely reconstructed to provide for disabilities access. Also contributing to cost overrun was the under-grounding (as opposed to pole relocation) of PG and E lines at the northwest corner.

Each option also includes authorization for payment to Associated Transportation Engineers (ATE) in the amount of \$19,329. Additional services provided by ATE included design of new handicap ramps at each corner and timing for the operation of the traffic signal.

- Options:**
- a. Adopt Resolution No. 07-xx authorizing reimbursement in the amount of \$673,232 to PMD, developer of PD 03-020, for the cost of installation of a traffic signal and storm drain at the intersection of 4th and Spring Streets.
 - b. Adopt Resolution No. 07-xx authorizing reimbursement, but limiting it to \$550,000 as stated in the Council resolution adopted February 6, 2007, to PMD, developer of PD 03-020, for the cost of installation of a traffic signal and storm drain at the intersection of 4th and Springs Streets.
 - c. That the City Council amend, modify or reject the above options.

Prepared by: John Falkenstien, City Engineer

Attachments: (4)

- 1) Reimbursement Resolution No. 07-028
- 2) Reimbursement Agreement
- 3) Resolution Option a
- 4) Resolution Option b

RESOLUTION NO. 07-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING REIMBURSEMENT FOR INSTALLATION OF A
TRAFFIC SIGNAL AND STORM DRAIN AT 4TH AND SPRING STREETS
(PACIFIC MANAGEMENT AND DEVELOPMENT)

WHEREAS, on March 28, 2006, the Planning Commission approved Amended PD 03-020, an office building project at the northeast corner of 4th and Spring Streets, proposed by Pacific Management and Development (PMD); and

WHEREAS, as conditions of approval of Amended PD 03-020, PMD is required to install a traffic signal and replace the storm drain at the intersection of 4th and Spring Streets; and

WHEREAS, PMD has provided a report prepared by Associated Transportation Engineers (ATE) dated August 28, 2006 recommending that PMD's share of the cost of the traffic signal be 12.12 percent; and

WHEREAS, the traffic signal and storm drain at the intersection of 4th and Spring Streets appears on the Needs List in the transportation section of the AB 1600 fee study; and

WHEREAS, in accordance with AB 1600, fees related to any project on the Needs List, imposed pursuant to mitigation of an environmental impact of a land development entitlement, shall be credited towards the deposit of development impact fees; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

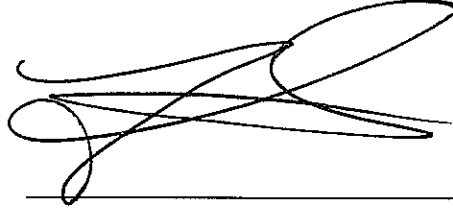
SECTION 1. Based on the staff report prepared by the City Engineer, the City Council finds as follows:

1. That PMD is eligible for reimbursement of the cost of installation of a traffic signal at the intersection of 4th and Spring Streets. The reimbursement is estimated to be \$250,000.
2. That PMD is eligible for reimbursement for the cost of replacement of the storm drain across the intersection of 4th and Spring Streets. The reimbursement is estimated to be \$300,000.

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 city shall reimburse PMD a maximum amount of \$550,000 for the installation of a traffic signal and storm drain at the intersection of 4th and Spring Streets.

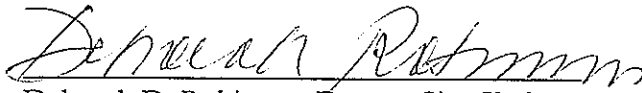
PASSED AND ADOPTED by the City Council of the City of Paso Robles this 6th day of February, 2007 by the following vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham
NOES:
ABSTAIN:
ABSENT:



Frank R. Mecham, Mayor

ATTEST:


Deborah D. Robinson, 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 _____ day of _____, 2007, by and between the City of El Paso de Robles, a California municipal corporation (the "City") and Pacific Management Development (PMD, the "Developer"), a _____, individually referred to herein as a "party" and collectively referred to as the "parties."

RECITALS

- A. The Developer owns certain real property in the City, located at 810 4th Street, Paso Robles ("PMD Property"). The PMD Property is located at the northeast corner of 4th and Spring Streets.
- B. The Developer is developing the PMD Property. As a condition of approval of development of PD 03-020 the Developer is required to install a traffic signal at the intersection of 4th and Spring Streets. The installation of a traffic signal will require improvements to the intersection. As a condition of approval of development of PD 03-020 the Developer is also required to reconstruct the existing storm drain crossing under Spring Street along the south line of 4th Street. The locations of the traffic signal and storm drain are shown on the map attached hereto as Exhibit A, incorporated herein by this reference. The traffic signal and storm drain will accommodate the development of the PMD property as well as other future developments.
- C. The Developer will pay to construct and install the new traffic signal and storm drain. The City will reimburse the Developer for the costs associated with the new traffic signal and storm drain which exceed the costs attributable to the Developer's benefit from these facilities. The Developer will not be reimbursed for the costs of the new traffic signal which are attributable to his benefit from these facilities. The exact amount the City will reimburse the Developer for costs associated with the new traffic signal and storm drain will be calculated after the new traffic signal and storm drain have been constructed and installed. The reimbursement amount will be calculated in accordance with the provisions of this Agreement.

D. The City has found that the execution and fulfillment generally of this Agreement is in the vital and best interests of the City and the health, safety and welfare of the residents of the City and in accord with the public purposes and provisions of the applicable federal, state and local laws and requirements.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals, and in the preamble preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.
2. Installation of Improvements. As a condition of development, the Developer is required to install the new traffic signal and storm drain. The new traffic signal and storm drain shall be installed in accordance with the plans and specifications prepared by Associated Transportation Engineers, under contract to the City, and as approved by the City Engineer on April 18, 2007, or any revisions of these plans as approved by the City Engineer, and in accordance with City's Standard Construction Specifications, Improvement Standards and this Agreement.
3. Nondiscrimination. The Developer, for itself and its successors and assigns, agrees that in the construction of the new traffic signal and storm drain, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.
4. Prevailing Wages. The new traffic signal and storm drain are public works within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 and following) the ("Prevailing Wage Law"), and the Developer, any contractor, and any subcontractor, shall pay not less than the specified prevailing rates of wage to all workmen employed in connection with the installation of the new traffic signal and storm drain. It shall be the responsibility of the Developer to ensure that each contractor and subcontractor hired to perform work in connection with the new traffic signal and storm drain comply with the requirements of this Section 5, and all other applicable requirements of the prevailing wage law.

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City Council of the City of Paso Robles has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City, a copy of which is on file in the office of the City Engineer, and shall be made available for viewing to any interested party upon request.

Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure of Developer or its contractors to pay prevailing wages if and to the extent required by law or to comply with the other applicable provisions of Labor

Code Sections 1720 et seq. and implementing regulation of the Department of Industrial Relations in connection with construction of the public works identified in this Agreement.

5. Conditions of Reimbursement. The Developer hereby warrants that it has secured, or will secure, any and all permits required by the City or any other governmental agency affected by construction of the new traffic signal and storm drain. The Developer shall, at its sole cost and expense, construct and install the new traffic signal and storm drain, described more fully in Section 2, above. All of the following are conditions which must be satisfied before the City will reimburse the Developer for any portion of the cost of the new traffic signal and storm drain:

5.1 All costs for construction and installation of the new traffic signal and storm drain shall be fully paid by the Developer, and Developer shall obtain lien releases or waivers satisfactory to the City, before Developer shall be entitled to any reimbursement. Developer shall take any and all actions necessary to convey and vest full, complete and clear title in the public works to City.

5.2 The new traffic signal and storm drain shall be completely installed and accepted by the City before the Developer shall be entitled to any reimbursement.

5.3 The amount of reimbursement represents the documented actual cost of construction as the result of a competitive bidding process. Any costs for changes to the public works constructed pursuant to this Agreement shall be approved in writing by the City prior to construction in order to be eligible for reimbursement.

Notwithstanding any of the above, the Developer will not be reimbursed by the City for any costs related to the new traffic signal and storm drain unless the Developer pays prevailing wages for all work done in connection with the construction and installation of the new traffic signal and storm drain, as required by Section 5 of this Agreement and state law, and provides evidence, satisfactory to the City, of compliance with the Prevailing Wage Law.

6. Formula for Determining the Reimbursement Amount. It is the intent of the parties that the Developer will be reimbursed for the costs associated with construction and installation of the new traffic signal and storm drain less those AB 1600 fee amounts associated with the development of PD 03-020.

7. Reimbursement Limit. The amount of reimbursement for the construction of the public works identified in this Agreement shall not exceed \$550,000, or the actual cost of construction as the result of a competitive bidding process, minus the AB 1600 fees for transportation and drainage associated with all buildings within PD 03-020, whichever is less. The reimbursement of any amount in excess of the amount specified above is not authorized under this agreement.

8. Source of Funds. Reimbursement for the public works identified in this Agreement shall be made exclusively from the City's transportation and storm drain funds ("Funds").

City's obligation to Developer is expressly conditioned and contingent upon the availability of monies within said Funds, as determined by the City Council, in its sole and absolute discretion. Developer shall have no claim against any other source of City revenue, including but not limited to, general fund moneys.

9. Conveyance of Documents. Upon conveyance of the public works identified in this Agreement, Developer shall convey and deliver to City copies of all plans, specifications, shop drawings, as-built plans, operating manuals, service manuals, construction contracts, warranties and other documents relating to the design, construction and operation of the public works, which are in Developer's custody or control, or in the custody or control of any Developer's contractors, subcontractors or agents.

9.1 City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors or agents or any parties are third party beneficiaries of the Agreement.

9.2 Developer hereby warrants the public works identified in this Agreement as to materials and workmanship and should any failure of the public works or any parts thereof occur within a period of one (1) year after final acceptance thereof by City of the public works, Developer shall promptly cause the needed repairs to be made without any expense or cost to City. City is hereby authorized to make repairs if Developer fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) days after it is given written notice of such failure. In case of emergency, where in the opinion of the City Engineer, delay would cause serious hazard to the public, the necessary repairs may be made by City without prior notice to Developer. In all cases of failure of the public works within the warranty period where City has taken action in accordance with this paragraph, Developer shall reimburse City for any and all costs or expenses, direct and indirect, incurred by City.

9.3 The Developer shall require its contractor, before beginning the construction of the public works, to file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Developer or contractor. One bond shall be in the amount of one hundred percent (100%) of the amount of the construction contract between Developer and contractor and shall guarantee the faithful performance of the construction contract. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the amount of the construction contract between Developer and contractor.

10. Submission of Documentation; City's Right to Audit. Upon the Developer's completion of the new traffic signal and storm drain, the Developer shall submit documentation to the City evidencing the costs of constructing and installing the new traffic signal and storm drain. Such documentation may include, but is not limited to, copies of Developer's construction contract(s), invoices, cancelled checks, complete lien releases with

respect to the new traffic signal and storm drain and any other documentation reasonably requested by the City. The Developer agrees that the City shall have the right to audit, upon City's reasonable request, Developer's records of the costs associated with the new traffic signal and storm drain in order for the City to verify the Developer's costs.

11. Insurance. Prior to the commencement of construction of the new traffic signal and storm drain, the Developer shall furnish, or cause to be furnished, to the City duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the aggregate amount of one million dollars (\$1,000,000), naming the City as an additional insured.

12. Indemnification. The Developer shall indemnify, defend, and hold harmless the City, its agents, officers, and employees from and against any damages, claims, liability, losses, causes of action, suits, judgments, fines and expenses, arising out of or in any way connected to this Agreement, or the design, construction or installation of the New Sewer Line provided herein, or resulting from any act or omission of the Developer arising out of this Agreement on or prior to the date that the new traffic signal and storm drain are transferred from the Developer to the City. Indemnification required by this Agreement shall include, but not be limited to, indemnification of the City if the Developer does not pay prevailing wages for all work done in connection with the design, construction and installation of the new traffic signal and storm drain, as required by Section 5 of this Agreement and state law. The provisions of this Section 9 shall remain in full force and effect for one year following transfer of the new traffic signal and storm drain from the Developer to the City.

13. Assignment. The Developer shall not assign this Agreement without the City's express written consent.

14. Compliance with All Laws. The Developer agrees that it shall comply with all laws applicable to the work described in this Agreement.

15. Termination. This Agreement may be terminated by the mutual, written consent of both parties.

16. Amendment. This Agreement shall only be amended by the mutual agreement of both parties. Such amendment shall be in writing, signed by both parties.

17. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

18. Governing Law and Choice of Forum. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Luis Obispo.

19. Authority to Enter into Agreement. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and the Developer.

20. Notices. Any notice or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

- (a) By personal delivery, effective upon receipt by the addressee;
- (b) By facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- (c) By certified mail, return receipt requested, upon receipt of refusal.

CITY: City of Paso Robles
Attn: City Engineer
1000 Spring Street
Paso Robles, CA 93446
(tel.): (805) 237-3860
(fax): (805) 237-3904

DEVELOPER: Pacific Management and Development, a
California corporation
Attn: _____
(tel.): _____
(fax): _____

21. Attorneys' Fees and Costs. If either party to this Agreement brings a suit or proceeding to enforce or require performance of the terms of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorneys' fees, including outside counsel.

22. Successors. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns and subcontractors of both parties.

23. Severability. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, or subsequently enacted legislation, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

24. Captions. The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

25. Entire Agreement. This Agreement, including Exhibit A attached hereto and incorporated into this Agreement by reference, constitutes the entire agreement between the City and the Developer with respect to the subject matter hereof and supersedes all prior negotiations, oral and written.

26. Effective Date. The effective date of this Agreement shall be the date of execution by the City as shown below.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

THE CITY:

DATED: _____, 2007

By: _____
John Falkenstien, City Engineer

Attest:

By: _____
Deborah D. Robinson, Deputy City Clerk

-AND-

THE DEVELOPER:

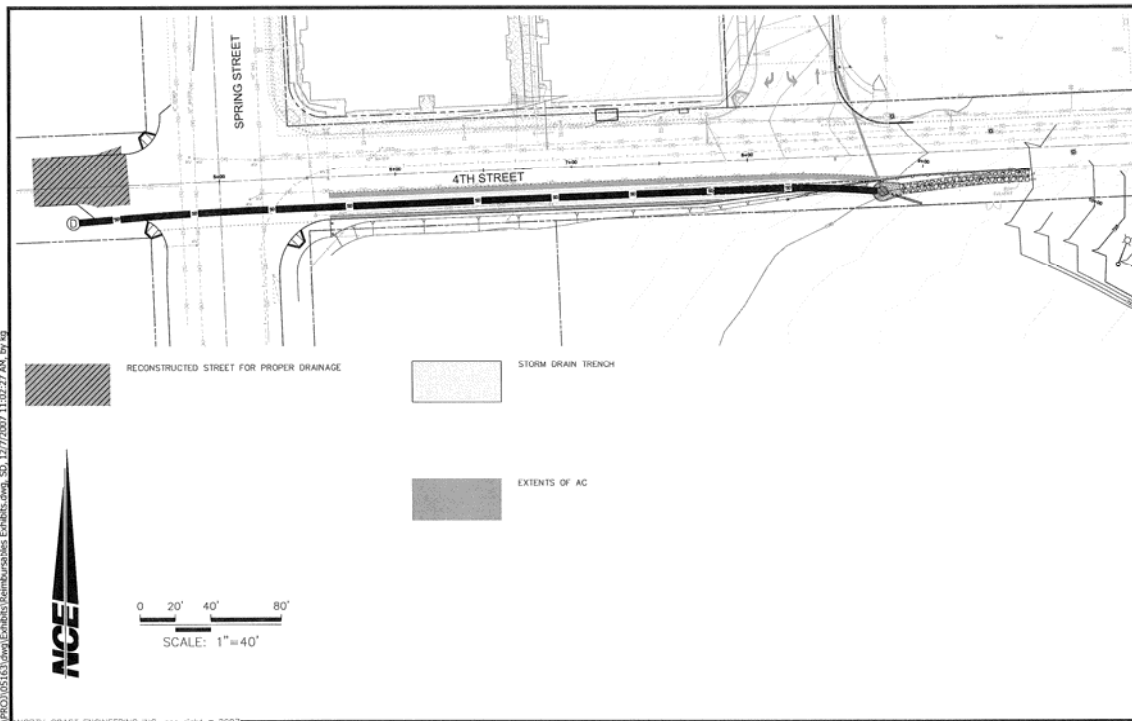
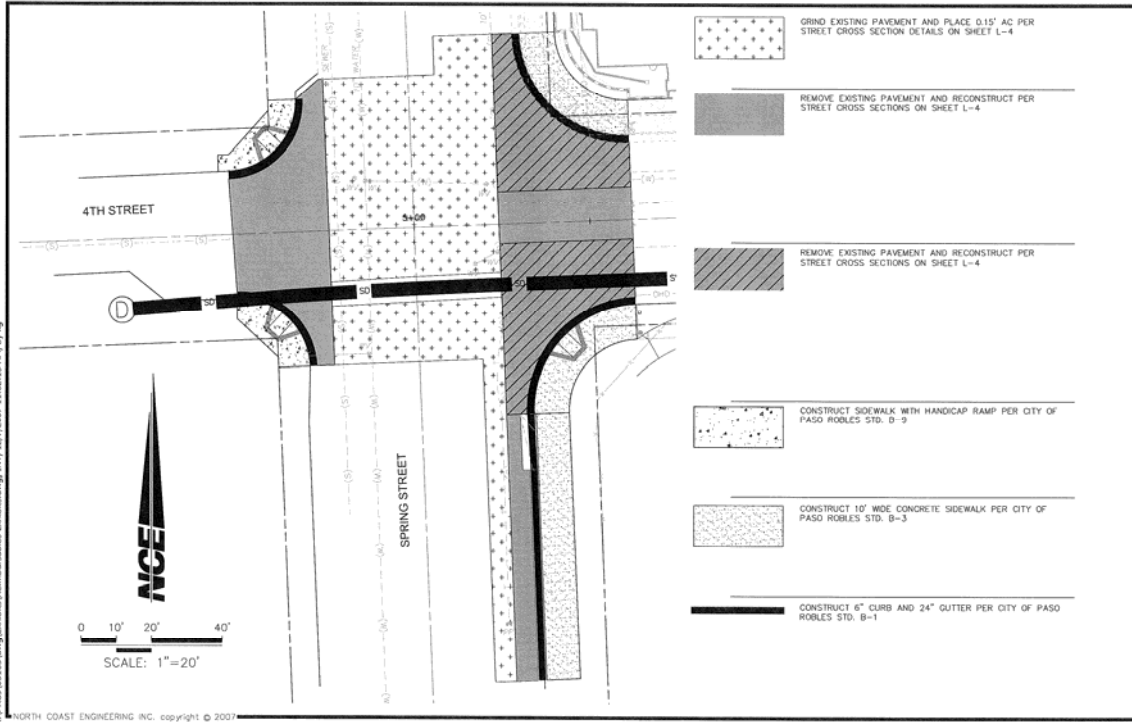
DATED: _____, 2007

By: _____

[Signatures must be notarized]

Exhibit A

MAP SHOWING NEW TRAFFIC SIGNAL AND STORM DRAIN



State of California)
) ss
County of San Luis Obispo)

On _____, 2007 before me, _____, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
) ss
County of San Luis Obispo)

On _____, 2007 before me, _____, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
) ss
County of San Luis Obispo)

On _____, 2007 before me, _____, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.

Signature _____ (Seal)

RESOLUTION NO. 07-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING REIMBURSEMENT FOR INSTALLATION OF A
TRAFFIC SIGNAL AND STORM DRAIN AT 4TH AND SPRING STREETS
(PACIFIC MANAGEMENT AND DEVELOPMENT)

WHEREAS, on March 28, 2006, the Planning Commission approved Amended PD 03-020, an office building project at the northeast corner of 4th and Spring Streets, proposed by Pacific Management and Development (PMD); and

WHEREAS, in accordance with conditions of approval of Amended PD 03-020, PMD has installed a traffic signal and has replaced the storm drain at the intersection of 4th and Spring Streets; and

WHEREAS, traffic signal and storm drain improvements at the intersection of 4th and Spring Streets appear on the AB 1600 Needs List adopted in October, 2006; and

WHEREAS, in accordance with AB 1600, developer's improvement costs on any project on the Needs List, imposed pursuant to mitigation of an environmental impact of a land development entitlement, shall be credited towards the deposit of development impact fees; and

WHEREAS, to date, PMD has deposited \$66,586 in transportation and storm drain impact fees for the completed building on Spring Street. Additional fees will be paid with additional development under PD 03-020; and

WHEREAS, at their meeting of February 6, 2007, the City Council authorized reimbursement to PMD for their costs of construction of the traffic signal and storm drain at 4th and Spring Streets in an amount not to exceed \$550,000; and

WHEREAS, North Coast Engineering, on behalf of PMD, has provided invoices and project material quantities as evidence that the cost of the traffic signal and storm drain improvements at 4th and Spring Streets to PMD was \$673,232; and

WHEREAS, the City Engineer has reviewed the evidence provided by North Coast Engineering, and based upon that evidence concludes that the improvement costs submitted by PMD are accurate; and

WHEREAS, Associated Transportation Engineers, under contract to the City, has provided traffic engineering services related to the design and construction of the traffic signal at 4th and Spring Streets.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Based on the staff report prepared by the City Engineer, the City Council approves reimbursements to PMD as follows:

1. PMD shall be reimbursed the cost of installation of a traffic signal at the intersection of 4th and Spring Streets from a one-time budget appropriation in the amount of \$407,303 from the City's Transportation Impact Fund to Budget Account No. 213-910-5452-797.
2. PMD shall be reimbursed the cost of installation of a storm drain at the intersection of 4th and Spring Streets from a one-time budget appropriation in the amount of \$265,929 from the City's Storm Drain Impact Fund to Budget Account No. 217-910-5452-433.

SECTION 2. Based upon the staff report prepared by the City Engineer, the City Council approves a one-time budget appropriation in the amount of \$19,329 from the City's Transportation Impact Fund to Budget Account No. 213-910-5452-797 to reimburse Associated Transportation Engineers for traffic engineering services associated with the design and construction of the traffic at the intersection of 4th and Spring Streets.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 18th day of December, 2007 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk

RESOLUTION NO. 07-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING REIMBURSEMENT FOR INSTALLATION OF A
TRAFFIC SIGNAL AND STORM DRAIN AT 4TH AND SPRING STREETS
(PACIFIC MANAGEMENT AND DEVELOPMENT)

WHEREAS, on March 28, 2006, the Planning Commission approved Amended PD 03-020, an office building project at the northeast corner of 4th and Spring Streets, proposed by Pacific Management and Development (PMD); and

WHEREAS, in accordance with conditions of approval of Amended PD 03-020, PMD has installed a traffic signal and has replaced the storm drain at the intersection of 4th and Spring Streets; and

WHEREAS, traffic signal and storm drain improvements at the intersection of 4th and Spring Streets appear on the AB 1600 Needs List adopted in October, 2006; and

WHEREAS, in accordance with AB 1600, developer's improvement costs on any project on the Needs List, imposed pursuant to mitigation of an environmental impact of a land development entitlement, shall be credited towards the deposit of development impact fees; and

WHEREAS, to date, PMD has deposited \$66,586 in transportation and storm drain impact fees for the completed building on Spring Street. Additional fees will be paid with additional development under PD 03-020; and

WHEREAS, at their meeting of February 6, 2007, the City Council authorized reimbursement to PMD for their costs of construction of the traffic signal and storm drain at 4th and Spring Streets in an amount not to exceed \$550,000; and

WHEREAS, North Coast Engineering, on behalf of PMD, has provided invoices and project material quantities as evidence that the cost of the traffic signal and storm drain improvements at 4th and Spring Streets to PMD was \$673,232; and

WHEREAS, the City Engineer has reviewed the evidence provided by North Coast Engineering, and based upon that evidence concludes that the improvement costs submitted by PMD are accurate; and

WHEREAS, Associated Transportation Engineers, under contract to the City, has provided traffic engineering services related to the design and construction of the traffic signal at 4th and Spring Streets.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Based on the staff report prepared by the City Engineer, the City Council approves reimbursements to PMD not to exceed \$550,000 as follows:

1. PMD shall be reimbursed the cost of installation of a traffic signal at the intersection of 4th and Spring Streets from a one-time budget appropriation in the amount of \$284,071 from the City's Transportation Impact Fund to Budget Account No. 213-910-5452-797.
2. PMD shall be reimbursed the cost of installation of a storm drain at the intersection of 4th and Spring Streets from a one-time budget appropriation in the amount of \$265,929 from the City's Storm Drain Impact Fund to Budget Account No. 213-910-5452-433.

SECTION 2. Based upon the staff report prepared by the City Engineer, the City Council approves a one-time budget appropriation in the amount of \$19,329 from the City's Transportation Impact Fund to Budget Account No. 213-910-5452-797 to reimburse Associated Transportation Engineers for traffic engineering services associated with the design and construction of the traffic at the intersection of 4th and Spring Streets.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 18th day of December, 2007 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah D. Robinson, Deputy City Clerk