

AGENCY RESOLUTION NO. 10-007

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF
THE CITY OF PASO ROBLES CONDITIONALLY APPROVING A FIRST AMENDMENT TO
AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES,
THE CITY OF EL PASO DE ROBLES AND THE SAN LUIS OBISPO COUNTY
COMMUNITY COLLEGE DISTRICT ALLOCATING FUNDS TO ASSIST THE DEVELOPMENT OF
THE CUESTA COLLEGE TRADES AND TECHNOLOGY CENTER**

WHEREAS, Cuesta College has applied for funding from the State of California to construct a Trades and Technology Center (the “Center”) and

WHEREAS, if approved, the funding from the State of California will not be adequate to pay for certain off-site public improvements the (“Off-Site Improvements”) that would be necessary to serve the Center; and

WHEREAS, because it has no other funds available to it, Cuesta College has requested assistance from the City in providing sewer and water main extensions in Buena Vista Drive and street improvements to Buena Vista Drive to serve the Center; and

WHEREAS, the Redevelopment Agency desires to show its support for Cuesta College and the development of the Center; and

WHEREAS, supporting Cuesta College and its Trades and Technology Center is consistent with policies outlined in the City’s 2006 Economic Strategy; and

WHEREAS, the Cuesta College Trades and Technology Center will anchor career technical education at the higher educational level in the north county and that all programs offered will meet local job training demands; and

WHEREAS, the City, Redevelopment Agency and the San Luis Obispo Community College District (the “District”), of which Cuesta College is a part, are parties to a 1999 agreement (the “Agreement”) pursuant to which the Agency is obligated to allocate a portion of its tax increment revenues to a fund (the “District Fund”); and

WHEREAS, the Agreement currently provides that monies deposited into the District Fund are to be used to pay for Cuesta College’s Borkey Area Specific Plan fees; and

WHEREAS, the cumulative amount of Agency funds anticipated to be deposited into the District Fund over the life of the Redevelopment Plan would be sufficient to pay for both the Off-Site Public Improvements and the Borkey Area Specific Plan fees; and

WHEREAS, to the extent that the amount currently deposited in the District Fund is insufficient to pay for the total cost of the Off-Site Improvements, there are adequate amounts in the City’s water and sewer enterprise funds to advance any shortfall in the cost of the Off-Site Improvements;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The Redevelopment Agency hereby conditionally approves the draft “First Amendment to Agreement Between the Redevelopment Agency of the City of El Paso de Robles, the City of El Paso de Robles and San Luis Obispo County Community College District,” attached hereto as Exhibit A and incorporated herein by reference, providing for the allocation of the money in the District Fund, as defined therein, to pay for the cost of the Off-Site Improvements. If the State of California approves District’s request for funding of the Center, the Agency shall take all necessary steps to advance Agency and City funds to help pay for the cost of the Off-Site Improvements for the Center.

PASSED AND ADOPTED by the Redevelopment Agency on this 16th day of November, 2010 by the following vote:

AYES: Strong, Gilman, Steinbeck, Hamon
NOES:
ABSENT: Picanco
ABSTAIN:

Chairman John Hamon

ATTEST:

Caryn Jackson, Deputy Agency Secretary

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WHEREAS, the Agreement currently provides that monies deposited into the District Fund are to be used to pay for Cuesta College's Borkey Area Specific Plan fees; and

WHEREAS, the cumulative amount of Agency funds anticipated to be deposited into the District Fund over the life of the Redevelopment Plan would be sufficient to pay for both the Off-Site Public Improvements and the Borkey Area Specific Plan fees; and

WHEREAS, to the extent that the amount currently deposited in the District Fund is insufficient to pay for the total cost of the Off-Site Improvements, there are adequate amounts in the City's water and sewer enterprise funds to advance any shortfall in the cost of the Off-Site Improvements;

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AYES: Strong, Gilman, Steinbeck, Hamon

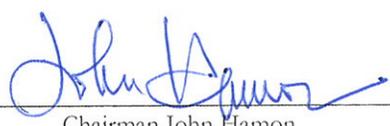
NOES:

ABSENT: Picanco

ABSTAIN:

ATTEST:


Caryn Jackson, Deputy Agency Secretary


Chairman John Hamon

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES
AND SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT\
(Cuesta Community College Campus)**

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is entered this ___ day of November, 2010, by and between the REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES, a redevelopment agency existing under the California Community Redevelopment Law (the “Agency”), the CITY OF EL PASO DE ROBLES, a municipal corporation, (the “City”), and the SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT, a public body (the “District”).

Recitals

A. The Agency is in the process of implementing the Redevelopment Plan for the Paso Robles Redevelopment Project area (the “Redevelopment Plan”).

B. In connection with the adoption of the Redevelopment Plan, the Agency and District entered into an Agreement, dated March 2, 1988 (the “Original Pass-Through Agreement”) to alleviate the financial burden or detriment caused to the District by the adoption of the Redevelopment Plan. Pursuant to the Original Pass-Through Agreement, the Agency agreed to deposit certain monies into a trust fund (the “District Fund”) for public facilities for the District which would be of benefit to the Project Area, as determined by the City, the Agency and the District, after the requisite public hearings.

C. On November 6, 1996, the Agency, District and City entered into a Memorandum of Understanding (the “MOU”) setting forth certain understandings and agreements of the parties regarding certain work to be done in connection with the proposed development of the North County Campus of Cuesta College. The parties subsequently entered into an Agreement, dated _____, 1999, (the “Agreement”) that replaced and superseded the MOU, and provided that the monies deposited into the District Fund be allocated towards the payment of the District’s Borkey Area Specific Plan Mitigation Fees, (as defined in the Agreement).

D. The District has applied for funding from the State of California to construct a Trades and Technology Center (the “Center”) on its North County Campus in Paso Robles, however such funding, if awarded, would be insufficient to pay for the necessary extensions of City sewer and water lines to serve the Center and surface improvements to Buena Vista Drive (collectively, the “Off-Site Improvements”). Construction of the Center will further the economic strategy of the City, as well as serve residents of the Project Area.

E. The parties desire to enter into this First Amendment for the purpose of setting forth the further understandings and agreements of the parties with respect to the use of the funds deposited into the District Fund.

Agreements

Section 1. The District Fund has accumulated approximately \$360,000 to date. In the event that District is awarded the funds for the construction of the Center, the parties agree that the monies in the District Fund shall be used to help pay for the cost of the Off-Site Improvements. In addition, the parties agree that if City advances the remainder of the costs for the construction of the Off-Site Improvements, City shall be repaid from future deposits to the District Fund until City has been fully repaid. Any such advance by the City shall be evidenced by a promissory note, executed by District in favor of City, in a form reasonably satisfactory to the City and the City Attorney.

Section 2. The parties further agree that any monies deposited into the District Fund after City has been fully reimbursed for the costs advanced for the construction of the Off-Site Improvements shall be used to pay the Mitigation Fees (as defined in the Agreement). Therefore, District shall continue to annually provide to Agency, no later than June 30 of each year, a letter containing the information required in Subsection 1.b, subparagraphs (i) and (ii), in order that City may calculate the total amount of Mitigation Fees owed by District.

Section 3. Except as specifically modified by this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHERE, the City, Agency and District have executed this Agreement as of the date first above written.

[Signatures on following page]

CITY OF EL PASO DE ROBLES,
a municipal corporation

By: _____
Duane Picanco, Mayor

Attest:

By: _____
Dennis Fansler, City Clerk

“CITY”

REDEVELOPMENT AGENCY OF THE CITY OF
EL PASO DE ROBLES, a public body, corporate
and politic

By: _____
_____, Chairman

Attest: _____
Dennis Fansler, Agency Secretary

“AGENCY”

SAN LUIS OBISPO COUNTY COMMUNITY
COLLEGE DISTRICT, a public body

By: _____

By: _____

“DISTRICT”