

# MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: September 11, 2012

FROM: KEN GREHM/<sup>CD</sup>BOB COSTA

SUBJECT: ROAD CARE AND SNOW REMOVAL AGREEMENT FOR NORTHSTAR AT  
TAHOE-RETREAT SUBDIVISION CSA 28 ZONE OF BENEFIT #187  
BETWEEN THE COUNTY AND NORTHSTAR COMMUNITY SERVICES  
DISTRICT

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## ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution approving an Agreement with Northstar Community Services District (NCSD) for road care and snow removal services within the Northstar at Tahoe-Retreat Subdivision, in the current not-to-exceed amount of \$55,750, funded through County Service Area (CSA) 28 Zone of Benefit No.187 (CSA), at no net county cost. The term of the agreement is five years, with provision for automatic renewal.
2. Authorize Public Works Director to sign and amend the Agreement for future years to provide on-going maintenance services.

## BACKGROUND

The County adopted Resolution No. 2006-107 on May 9, 2006 establishing the formation of CSA 28 Zone of Benefit No. 187 for the Northstar at Tahoe-Retreat Subdivision, as shown on attached Exhibit A. The roads in this subdivision have been accepted into the county maintained mileage system (Resolution No. 2008-360). The authorized CSA charges fund long-term road rehabilitation including snow removal slurry seals, crack sealing and asphalt overlays.

Since the 1990's, NCSD has been providing certain snow removal and road maintenance services for County maintained roads within the Northstar development, as defined by separate agreements. NCSD is willing to provide similar services for the Retreat Subdivision roads; this was the basis for establishing the CSA annual charges, as described in the supporting Engineer's Report. The proposed Agreement defines the responsibilities for snow removal and road maintenance between Placer County and NCSD, and procedures for reimbursing NCSD expenses utilizing CSA funds. The NCSD Governing Board approved the Agreement on May 16, 2012.

Your Board is requested to approve the Agreement between Placer County and NCSD, and to authorize the Director of Public Works to sign the Agreement and to make future amendments, as necessary.

## ENVIRONMENTAL CLEARANCE

This is an administrative action and as such, it is not a separate project and is not subject to further environmental review.

## FISCAL IMPACT

Approval of this request will not have any additional County costs. CSA maintenance services are funded through annual charges to subdivision parcels directly benefiting from the services, as approved through the CSA establishment.

Attachments: Resolution  
Exhibit A - Map  
Copy of Agreement

Before the Board of Supervisors  
County of Placer, State of California

In the matter of: A RESOLUTION APPROVING A ROAD CARE AND SNOW REMOVAL AGREEMENT FOR NORTHSTAR AT TAHOE- RETREAT, CSA 28 ZONE OF BENEFIT NO. 187, BETWEEN PLACER COUNTY AND NORTHSTAR COMMUNITY SERVICES DISTRICT AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN AND AMEND SAID AGREEMENT.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

ATTEST:  
Clerk of said Board

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
**BE IT HEREBY RESOLVED** by the Board of Supervisors of the County of Placer, State of California, that this Board approves an agreement with Northstar Community Services District for road care and snow removal services within the Northstar at Tahoe- Retreat Subdivision, funded through CSA 28 Zone of Benefit No.187, at no net County cost, and authorizes Public Works Director to sign and amend the Agreement for future years to provide on-going maintenance services.

EXHIBIT "A"

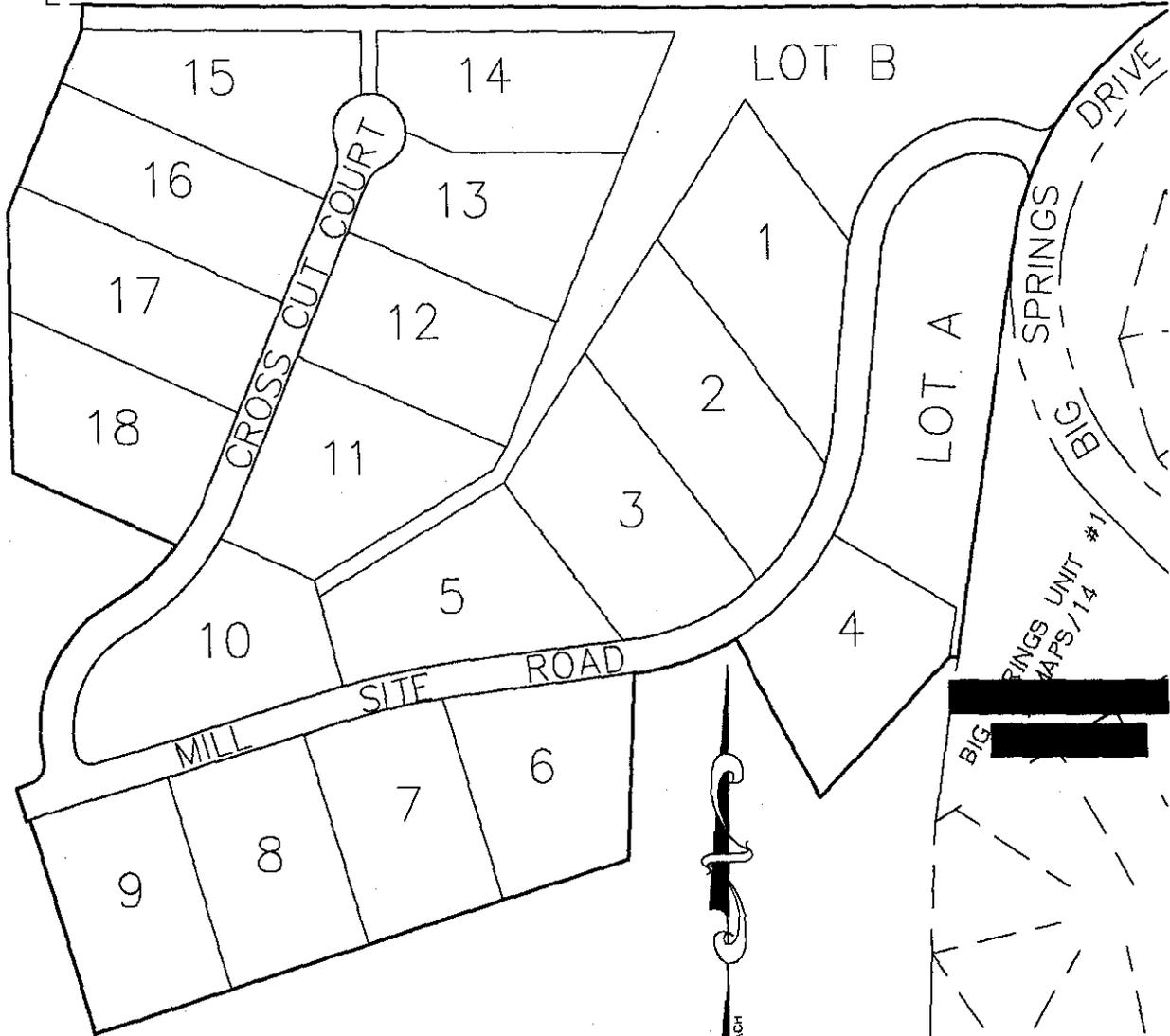
# ZONE OF BENEFIT EXHIBIT

A PORTION OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 17 EAST, M.D.M.

COUNTY OF PLACER  
SCALE: 1" = 200'

CALIFORNIA  
MAY 19, 2005

NORTHSTAR UNIT 5B  
L/MAPS/5



## AUERBACH ENGINEERING CORP.

civil engineering • land surveying • environmental planning

p.o. box 5399 • tahoe city • ca 96145

phone: (530) 581-1116 fax: 581-3162

PREPARED FOR:  
TRIMONT LAND COMPANY

APN: 110-030-062 1122.10F

J:\1122.10F\dwg\Final Map 1-18-05\112210f-FM.dwg

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NORTHSTAR COMMUNITY SERVICES DISTRICT & PLACER COUNTY AGREEMENT  
FOR NORTHSTAR AT TAHOE- RETREAT SUBDIVISION  
CSA 28 ZONE OF BENEFIT#187  
ROAD CARE AND SNOW REMOVAL PROGRAM

This Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2012 by and between NORTHSTAR COMMUNITY SERVICES DISTRICT, a Special District of the State of California, (hereafter "NCS D"), and the COUNTY OF PLACER, a political subdivision of the State of California (hereafter "COUNTY") relating to the maintenance of Northstar at Tahoe-Retreat Subdivision CSA 28, Zone of Benefit #187, located in Placer County, California.

**RECITALS:**

WHEREAS, NCS D has the authority to provide certain public services, including the repair and maintenance of roads within NCS D boundaries; and

WHEREAS, a condition of County's approval of the "Northstar at Tahoe-Retreat Subdivision" project located within NCS D boundaries required formation of a County Service Area 28 Zone of Benefit # 187 (hereafter "CSA") to provide funding for maintenance and snow removal on Mill Site Road, and Cross Cut Court (hereafter "CSA Roads"), as shown on attached Exhibit "A", comprising a total road length of 0.53 miles; and

WHEREAS, the Placer County Board of Supervisors approved the formation of the "Northstar at Tahoe - Retreat" CSA 28 Zone of Benefit #187 on May 9, 2006, establishing an annual initial charge of Two Thousand Eight Hundred and Eighty Five Dollars (\$2,885.00) per parcel; and

WHEREAS, the County, as the manager of the CSA funds, wishes to establish an agreement with NCS D for CSA Roads services to be provided by NCS D and funded with CSA funds.

**NOW, THEREFORE, as related to the CSA Roads, the parties agree as follows:**

**1. NCS D agrees to assume responsibility for:**

- a. Road surface protection, restoration, and rehabilitation, including seal coating (slurry seal), pulverizing asphalt, and overlays;
- b. Snow removal services for the roads;
- c. Sanding for traction control, including materials;
- d. Snow stakes repair and replacement;
- e. Street sweeping;
- f. Crack sealing;
- g. Curb and guardrail repair and replacement if damaged while performing the above activities;

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- h. Providing other CSA-authorized services as requested by the County and agreed to by NCS D;
- i. Billing the COUNTY for reimbursement from CSA funds for costs of services provided pursuant to Sections 1 a. through 1 h. above, on a quarterly basis. All invoices shall include a description of services performed, equipment used and dates and locations of services performed. Measure E revenues collected by NCS D for parcels within the CSA boundaries shall be applied to authorized services costs before billing COUNTY, and this shall be reflected on invoices. Only those portions of Measure E funds dedicated to Road Care and Snow Removal shall be applied to authorized services. The total amount billed during any fiscal year shall not exceed the annual budget authorized under this Agreement, unless written approval by COUNTY is first obtained. NCS D shall monitor annual road care and snow removal expenditures and projected needs, and shall consult with COUNTY regarding level of service adjustments if it appears that the budget for these activities will be exceeded.
- j. Consulting with COUNTY to establish budget availability prior to commencing any roadway rehabilitation project under Section 1.a.

**2. COUNTY agrees to assume responsibility for:**

- a. Road surface repairs, including pothole patching;
- b. Guard rail repair and replacement, except as provided in Section 1.g;
- c. Striping (painting);
- d. Storm water collection and conveyance systems inspection, maintenance, repair and replacement;
- e. Street signage maintenance to usual COUNTY standards;
- f. Reimbursing the NCS D for costs of services provided for by Sections 1 a. through 1 h. above, on a quarterly basis.

**3. BOTH PARTIES agree:**

- a. To meet in good faith annually to review prior expenditures and to agree on a budget for NCS D services, and to make service level adjustments where needed, based on the agreed upon budget. Unless otherwise agreed to by the parties, the annual meeting shall take place in October each year.
- b. To meet from time to time to review the condition of roads and discuss repair and maintenance issues, requirements and schedules;
- c. To defend (with counsel acceptable to the other), protect, indemnify and hold harmless the other, its directors, officers, employees, agents, and volunteers from and against any and all liabilities, suits, proceedings, liens, actions, penalties, losses, expenses, claims or demands of any nature, and causes of action of whatever character which the other may incur, sustain or be subjected to arising out of or in any way connected with the indemnifying party's performance under this Agreement.
- d. That CSA funds are applicable only to eligible activities as defined herein and initiated after January 1, 2008.

**4. TERM & MODIFICATION OF AGREEMENT:**

- a. The initial term of this Agreement begins January 1, 2008, and ends December 31, 2012, and will automatically renew for consecutive five-year terms thereafter, unless terminated as hereinafter set forth in Section 4.b.
- b. Either party may terminate this Agreement at the end of any five-year term by giving written notice to the other party in January of the fourth year, providing a minimum of eleven (11) months prior notice to the other party.
- c. This Agreement may be modified only by mutual written consent of the parties.
- d. The budget cycle for the CSA shall be annual, on a fiscal year schedule, starting on July 1 and ending on June 30 of the next calendar year.

**5. EXCLUSIVE AND ENTIRE AGREEMENT:** This Agreement shall be the full and complete agreement of the parties with regard to the provision of CSA roads repair, snow removal, and maintenance services within the boundaries of Northstar at Tahoe Retreat CSA 28, ZOB #187.

**6. TRANSFERABILITY:** The rights of the parties pursuant to this Agreement are non-transferable and shall not be assigned without prior written approval of the other party.

**7. APPROVAL OF AGREEMENT:** This Agreement shall be effective only upon its approval by the respective governing boards of COUNTY and NCS D, as evidenced by a resolution of acceptance or other form of approval adopted by each such governing board.

APPROVED AS TO FORM:

COUNTY OF PLACER

  
County Counsel, Placer County

By: \_\_\_\_\_  
Ken Grehm, Director of Public Works

Dated: 6/8/12

Dated: \_\_\_\_\_

Authorized by the Board of Supervisors

On: \_\_\_\_\_

NORTHSTAR COMMUNITY SERVICES DISTRICT

By: Nancy P. Ives  
President of the Northstar Community Services District  
Board of Directors  
Nancy Ives

Dated: June 1, 2012

At: Northstar, CA

APPROVED AS TO FORM

\_\_\_\_\_  
District Counsel

Attest:

By: James Bowling  
Secretary of the Northstar Community Services District  
Board of Directors  
James Bowling

Attached Exhibits:  
Exhibit "A" - CSA 28 Zone of Benefit 187 Roads

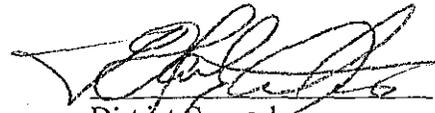
NORTHSTAR COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
President of the Northstar Community Services District  
Board of Directors  
Nancy Ives

Dated: \_\_\_\_\_

APPROVED AS TO FORM

At: \_\_\_\_\_

  
District Counsel

Attest:

By: \_\_\_\_\_  
Secretary of the Northstar Community Services District  
Board of Directors  
James Bowling

Attached Exhibits:  
Exhibit "A" – CSA 28 Zone of Benefit 187 Roads