

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO BOARD OF SUPERVISORS

DATE February 23, 2010

FROM ^{XD}
KEN GREHM/BOB COSTA

SUBJECT APPROVAL OF ROADS SERVICES AGREEMENT FOR NORTHSTAR
HIGHLANDS PERMANENT ROAD DIVISION NO.7 BETWEEN THE COUNTY
AND NORTHSTAR COMMUNITY SERVICES DISTRICT

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution approving a Roads Services Agreement for Northstar Highlands Permanent Road Division No 7 (PRD No 7) between Placer County and Northstar Community Services District (NCSD) and authorize Public Works Director to sign and amend the agreement for future years as needed to best provide PRD No 7 maintenance services

BACKGROUND

The County's approval of "The Highlands" project, located within NCSD boundaries, required formation of a Permanent Road Division (PRD) to provide funding for road maintenance and snow removal on Highlands View Road, Ridgeline Drive, and Big Springs Emergency Vehicle Access. On May 22, 2007 the Placer County Board of Supervisors approved the formation of "Northstar Highlands PRD No 7" by Resolution 2007-151. PRD roads are not included in the County's Maintained Mileage System, and maintenance levels are typically established by the charges that owners are willing to fund.

NCSD provides certain snow removal and road maintenance services for roads within the Northstar development, including a number of County roads. The division of maintenance responsibilities between the NCSD and County is defined by a separate agreement. For the PRD roads, NCSD is willing to provide similar services in a manner consistent with their maintenance of the other County roads, this was the basis for establishing the PRD No 7 annual charges, as described in the PRD Engineer's Report.

The proposed agreement (attached) defines the responsibilities for snow removal and road maintenance between Placer County and NCSD, and procedures for reimbursing NCSD expenses utilizing PRD No 7 funds. The NCSD Governing Board approved the agreement on January 20, 2010.

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, to best provide PRD No 7 maintenance services.

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 fiscal impact. PRD No 7 maintenance services are funded through annual charges to parcels as approved through the PRD establishment.

Attachments

Resolution

Copy of Final Agreement

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

In the matter of A RESOLUTION APPROVING
ROADS SERVICES AGREEMENT FOR
NORTHSTAR HIGHLANDS PERMANENT ROAD
DIVISION NO 7 (PRD NO 7) BETWEEN PLACER
COUNTY AND NORTHSTAR COMMUNITY
SERVICES DISTRICT (NCSD) 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

Chairman, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves a Roads Services Agreement for Northstar Highlands Permanent Road Division No 7 (PRD No 7) between Placer County and Northstar Community Services District (NCSD) and authorizes the Public Works Director to sign and amend said agreement in future years as needed to best provide PRD No 7 maintenance services

**NORTHSTAR COMMUNITY SERVICES DISTRICT &
PLACER COUNTY AGREEMENT FOR THE HIGHLANDS
PERMANENT ROAD DIVISION (PRD) #7**

This Agreement ("Agreement") is entered into as of JANUARY 20, 2010, 2010 by and between NORTHSTAR COMMUNITY SERVICES DISTRICT, a Special District of the State of California, (hereafter "NCSD"), and the COUNTY OF PLACER, a political subdivision of the State of California (hereafter "COUNTY") relating to the maintenance of Highlands View Road, Ridgeline Drive, and Big Springs Emergency Vehicle Access (EVA) located in and around the Northstar area of unincorporated Placer County, California

RECITALS.

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

WHEREAS, a condition of County's approval of the "The Highlands" project located within NCSD boundaries required formation of a Permanent Road Division (hereafter "PRD") to provide funding for maintenance and snow removal on Highlands View Road, Ridgeline Drive, and Big Springs Emergency Vehicle Access (hereafter "PRD Roads"), as shown on attached Exhibit "A", comprising a total road length of 4.23 miles, and

WHEREAS, the Placer County Board of Supervisors approved the formation of the "The Highlands PRD No. 7" on May 22, 2007 by Resolution 2007-151, a copy of which is attached as Exhibit "B", establishing a maximum initial charge of One Thousand Sixty Seven Dollars and Eighty Cents (\$1067.80) per parcel/dwelling unit equivalent, and

WHEREAS, County, as the Manager of the PRD funds, wishes to establish an agreement with NCSD for PRD Roads services to be provided by NCSD and funded with the PRD funds

NOW, THEREFORE, as related to the PRD Roads, the parties agree as follows

1. NCSD agrees, as funding allows, to assume responsibility for
 - a. Road surface protection, restoration, and rehabilitation, including seal coating (slurry seal) 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 scaling,
- g Curb repair and replacement,
- h Gate repair and replacement for the two gates on the Big Springs Emergency Vehicle Access,
- i Providing equipment on standby, including, to the extent allocable to services provided under this Agreement, payment of taxes, insurance, licensing fees, depreciation, and cost of leased equipment,
- j Providing other PRD-authorized services as requested by the County and agreed to by NCSO,
- k Billing the County for reimbursement of PRD funds for costs of services provided pursuant to Sections 1 a through 1 j above, on a quarterly basis. All invoices shall include a description of services performed, equipment used and dates and locations of services performed. The total amount billed during any fiscal year shall not exceed the annual budget authorized under this Agreement without mutual written consent of the parties.

2 As described in the Engineer's Report for PRD No 7 the COUNTY agrees as funding allows to assume responsibility for

- a Road surface repairs, including pothole patching,
- b Guard rail repair and replacement,
- c Striping (painting),
- d Storm water collection and conveyance systems maintenance, repair and replacement,
- e Road tunnel and bridge repair and replacement,
- f Rockery and Red-rock walls repair and replacement,
- g Street and emergency lighting repair and replacement,
- h Reimbursing the NCSO for costs of services provided for by Sections 1 a through 1 j above, on a quarterly basis.

3 Both Parties agree

- a To meet in good faith annually to review prior expenditures and evaluate the PRD funds available for NCSO services. Unless otherwise agreed to by the parties, the annual meeting shall take place in May 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

4 TERM & MODIFICATION OF AGREEMENT:

- a The term of this Agreement is for five (5) years beginning October 16, 2007, and ending October 15, 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 PRD shall be annual, on a fiscal year schedule, starting on July 1 and ending on June 30 of the next calendar year, as reflected in **Exhibit "C"**, attached

5 EXCLUSIVE AND ENTIRE AGREEMENT. This Agreement shall be the full and complete agreement of the parties with regard to the provision of PRD roads repair and maintenance services within the boundaries of The Highlands PRD #7

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 Counsel, Placer County

Date 2/4/10

COUNTY OF PLACER

By Ken Grehun, Director of Public Works

Date _____

Authorized by the Board of Supervisors

on _____

Dated JAN 29, 2010

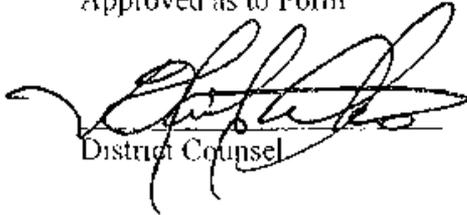
at NORTHSTAR, CALIF

NORTHSTAR COMMUNITY SERVICES DISTRICT

by Duane E. Evans

President of the Northstar Community Services District
Board of Directors
Duane Evans

Approved as to Form


District Counsel

Attest

by Myra S. Tanner

Secretary of the Northstar Community Services District

Board of Directors
Myra Tanner

Attached Exhibits

Exhibit "A"- Highlands PRD Roads, 1 page

Exhibit "B"- Highlands PRD County Resolution 2007-151, 5 pages

Exhibit "C"- Highlands PRD Annual Budget, 1 page

Exhibit B

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

In the matter of: A RESOLUTION
ESTABLISHING PERMANENT ROAD DIVISION (PRD)
NO 7 AND SET FEE FOR SERVICES FOR THE
NORTHSTAR HIGHLANDS PROJECT.

Resol. No: 2007-151

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held May 22, 2007, by the
following vote on roll call:

Ayes: ROCKHOLM, HOLMES, KRANZ
Noes: UHLER
Absent: WEYGANDT

THE FOREGOING INSTRUMENT IS A CORRECT
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
ATTEST

ANN HOLMAN
Clerk of the Board of Supervisors County
of Placer State of California
Ann Holman
Deputy Clerk

Signed and approved by me after its passage

Bruce Kean

Chairman, Board of Supervisors

Attest:
Clerk of said Board

Ann Holman

WHEREAS, a condition of approval for Northstar Highlands project was the creation of a Permanent Road Division to provide certain services for the benefit of the properties within the project area, and

WHEREAS, the owners of record of said project area desire the creation of a PRD for said project to satisfy the conditions to obtain a final map, and

WHEREAS, the owners of record of Assessor Parcel Number 110-030-068, 110-050-046, 110-050-047, 110-050-048, 110-050-049 of said project have consented to the imposition of fees for said project to satisfy the conditions to obtain a final map for the project, and

WHEREAS, the owners of record of the properties have approved ballots to set a charge on parcels and dwelling units within said Area of the PRD, and

NORTHSTAR HIGHLANDS PROJECT – PERMANENT ROAD DIVISION NO. 7

Page 2

Resol No 2007-151

WHEREAS, the Board finds that said ballots constitute unanimous approval of the charge by the property owners within said areas of PRD after proper notice has been given of the right to protest

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Placer, State of California, as follows.

The Board of Supervisors does hereby create Permanent Road Division with a boundary to be coterminous with the boundaries of the Northstar Highlands project (PSUB20040898), which zone shall provide services within said subdivision, and

The Board of Supervisors does hereby establish with the consent of the property owners and in conformance with Section 4 of the Article XIID of the California Constitution and pursuant to Government Code Section 25210 et seq , a charge against each parcel and/or dwelling unit within APN 110-030-068, 110-050-046, 110-050-047, 110-050-048, 110-050-049 that may now exist or which may be created by any final map of (PSUB20040898), Northstar Highlands project, in an amount no greater than \$1,067 80 per dwelling unit equivalent as stated in the Engineer's Report Said charge shall commence with the 2007-2008 tax year

The charge established hereunder shall be subject to modification each year in an amount not to exceed the change in the State of California San Francisco/Oakland/San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, commencing with the 2008-2009 tax year, which shall not exceed 5% in any one year

Exhibit A LEGAL DESCRIPTION OF PRD NO 7 BOUNDARY

APN(s): Included. 110-030-068-000, 110-050-046-000, 110-050-047-000, 110-050-048-000 "The Highlands Resort at Northstar", 110-050-049-000 "Trailside Townhomes"

Excluded (parcels not be assessed): 110-050-003-000 "NCSD Highlands Fire Station", 110-050-039-000 "Trnmon/CNL Big Springs Day Lodge"

All that portion of Sections 5 and 6, Township 16 North, Range 17 East, M D M , and Sections 31 and 32, Township 17 North, Range 17 East, M D M , in Placer County, California, as described in the deed to Northstar Mountain properties, LLC, in document No 2006-0054258 Official Records of Placer County, further described as follows BEGINNING at the South one-quarter corner of said Section 31, thence along the boundary of Resultant Parcel A of Document No 2006-0054257 Official Records of Placer County the following 59 (fifty-nine) courses, North 01°25'44" West, along the North-South mid-section line of said Section 31, a distance of 2252 55 feet, leaving said mid-section line, South 74°34'17" East 428 79 feet, to a point on the westerly line of Tract No 873, THE OVERLOOK AT NORTHSTAR, filed in Book X of Maps at Page 81, Placer County Records, along the exterior lines of said Tract No 873, South 32°23'30" West 596 30 feet, South 23°48'04" East 195 02 feet, South 73°43'50" East 202 62 feet, North 14°10'57" West 160 00 feet, thence, northeasterly, along the arc of a non-tangent curve, concave Northwesterly, having a radius of 50 00 feet, through a central angle of 69°42'35", a arc length of 60 83 feet, and being subtended by a chord of North 40°57'51" East 57 15 feet, thence, northeasterly, along the arc of a tangent, reverse curve, having a radius of 45 50 feet, through a central angle of 37°45'53", an arc length of 29 99 feet, and being subtended by a chord of North 24°59'27" East 29 45 feet, thence, North 43°52'17" East 143 94 feet, thence, South 41°21'23" East 179 69 feet, thence, North 57°51'18" East 201 00 feet, thence, North 01°22'11" East 180 51 feet, thence, easterly, along the arc of a non-tangent curve, concave to the South, having a radius of 370 00 feet, through a central angle of 3°05'51", an arc length of 20 00 feet, and being subtended by a chord of North 89°49'44" East 20 00 feet, thence, South 01°22'39" West 180 00 feet, South 86°08'03" East 82 77 feet, South 81°42'26" East 264 47 feet, North 21°16'35" East 179 01 feet, Easterly, along the arc of a non-tangent curve concave to the South, having a radius of 370 00 feet, a central angle of 3°07'45", an arc length of 20 21 feet, and being subtended by a chord of South 76°53'47" East 20 20 feet, South 21°16'35" West 177 25 feet, South 56°09'05" East 250 87 feet (shown as South 56°00'48" East 250 48 feet on said Tract No 873), to the southeast corner of Lot 1 of said Tract No 873, also being the northwest corner of Lot A of Tract No 902, THE SUMMIT AT NORTHSTAR as shown on the map filed in Book Z of Maps at Page 20, Placer County Records, along the boundary of said Tract No 902 the following courses, South 11°56'01" East 49 25 feet, North 65°07'51" West 240 00 feet, South 24°52'09" West 195 00 feet, North 65°07'51" West 78 94 feet, thence Westery, along the arc of a tangent curve concave Southwesterly having a radius of 280 00 feet, through a central angle of 17°06'46", an arc length of 83 63 feet, and being subtended by a chord of North 73°41'14" West 83 32 feet, thence North 07°45'23" East 191 22 feet, thence South 85°40'10" West 166 51 feet, thence South 67°15'19" West 179 30 feet, thence South 37°15'55" East 189 27 feet, thence, westerly, along the arc of a non-tangent curve, concave Southerly, having a radius of 280 00 feet, through a central angle of 4°05'44", an arc length of 20 01, and being subtended by a chord of South 54°46'58" West 20 01 feet, North 37°15'55" West 189 92 feet, South 47°17'21" West 155 21 feet, South 33°43'57" West 99 92 feet, South 16°37'45" West 182 34 feet, South 38°27'56" East 240 44 feet, North 74°16'08" East 230 61 feet, North 67°55'41" East 206 46 feet, North 24°52'09" East 230 00 feet, South 65°07'51" East 161 15 feet, South 05°12'32" East 257 13 feet, South 62°44'36" East 153 70 feet, North 79°47'02" East 334 79 feet, North 72°22'22" East 60 00 feet, North 17°37'38" West 244 00 feet, along a tangent curve to the right, having a radius of 570 00 feet, a central angle 11°07'13", an arc length of 110 63, and being subtended by a chord of North 12°04'01" West 110 46 feet, North 06°30'25" West 236 59 feet, to the northeasterly corner of said Tract No 902, also being a point on the southeasterly line of the intersection of Silver Fox Court and Big Springs Drive as shown on said Tract No 902, leaving the boundary of said Tract No 902, northeasterly, along the arc of a non-

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tangent curve, concave to the southeast, as shown on the map of Tract No 847, BIG SPRINGS AT NORTHSTAR PHASE IV filed in Book V of Maps at Page 52, Placer County Records, having a radius of 25 00 feet, a central angle of 104°56'00", an arc length of 45 79 feet, and being subtended by a chord of North 45°59'23" East 39 64 feet, to the northeast corner of Lot 158 of said Tract No 847 (said curve shown as central angle of 104°55'28" on said Tract No 847), along the boundary lines of said Tract No 847, (said boundary lines being coincident with the lines as shown on MBR-11101 as shown on Document 2003-0091100 Placer County Records), South 09°01'20" East 260 49 feet, South 18°02'12" East 218 04 feet, South 28°14'56" East 214 02 feet, South 29°05'22" East 436 00 feet, South 69°29'51" East 263 79 feet, North 45°34'49" East 172 00 feet, North 20°49'14" East 135 79 feet, North 51°45'54" East 179 77 feet, North 38°12'42" East 178 33 feet, North 25°42'36" East 219 56 feet, South 28°52'32" East 111 93 feet, leaving the boundary of said Tract No 847, South 05°15'14" West 1027 73 feet, to a point on the southerly line of said Section 32, that bears North 88°52'28" East, along the Northerly line of said Section 5, a distance of 71 59 feet from the northwest corner of said Section 5, thence, along the boundary of Resultant Parcel A of MBR 11102 as described in Document No 2003-0213821 Official Records of Placer County the following 21 (twenty-one) courses, North 88°52'27" East 489 07 feet, South 16°41'25" East 624 86 feet, North 73°50'05" East 17 89 feet, South 16°25'31" West 170 00 feet, South 48°27'32" West 122 69 feet, South 00°00'00" East, 65 00 feet, South 55°02'57" East 113 46 feet, North 79°45'21" East 84 34 feet, North 18°17'08" East 242 43 feet, North 28°59'04" East 184 33 feet, North 21°00'00" East 75 00 feet, North 16°05'01" East 145 29 feet, North 09°33'46" East 365 38 feet, South 83°45'00" East 95 00 feet, North 12°20'00" East 14 56 feet, North 88°52'27" East 555 64 feet, South 00°00'00" East 351 11 feet, North 90°00'00" West 260 00 feet, South 20°30'00" West 1232 10 feet, South 81°00'00" East 804 67 feet, South 08°59'32" West 1434 81 feet, more or less, to the southerly line of said tract of land per Document No 2003-0213823 Official Records of Placer County, along said southerly line, South 87°44'24" West 1589 78 feet (record), to the most southeasterly corner of the property described as Resultant Parcel A in Document No 2006-0054257 Placer County Records, said point being on the westerly line of said Section 5, thence, along the lines of said Resultant Parcel A the following 13 (thirteen) courses, South 87°44'24" West 207 79 feet, North 00°06'57" East 240 00 feet, North 75°55'29" West 185 04 feet, South 58°39'50" West 290 35 feet, North 32°12'39" West 236 38 feet, North 21°02'15" East 139 28 feet, South Page 11 88°51'14" West 801 13 feet, South 24°34'43" West 387 07 feet, North 89°18'32" West 264 01 feet, North 10°18'24" East 414 15 feet, North 23°31'38" West 1804 40 feet, North 17°07'07" West 222 37 feet, along the arc of a tangent curve to the right, having a radius of 1963 00 feet, a central angle of 17°14'09", a length of 590 91 feet, and being subtended by a chord of North 08°30'02" West 588 29 feet, North 41°30'08" East 71 77 feet to the South one-quarter corner of said Section 31 and the Point of Beginning of this description Excepting therefrom the following 2 (two) described parcels 1) That tract of land entitled "Big Springs Lodge Site" as described in Grant Deed to Trnmont Land Company recorded in Volume 1405 at Page 291, Official Records of Placer County together with the resulting parcel from the transferring descriptions as shown and described in MBR-10623 to said "Big Springs Lodge Site" in Document Number 1998-0103772 Official Records of Placer County, and endorsed by Quit Claim Deed recorded as Document No 2006-0022930 Official Records of Placer County 2) The tract of land conveyed to Northstar Community Services District in Document No 92-043003 Official Records of Placer County The basis of bearings of this description is the Map filed in Book 4 of Surveys at Page 10, Placer County Records, being the line between Control Monuments 637-38 and 637-40 taken as North 12°45'13" East

APN(s): Included 110-400-005-000

Parcel "A" as shown on the Map of "Tract No 260 - Northstar Unit 4" filed February 15, 1974 in Book "K" of Maps, Page 13, Placer County Records

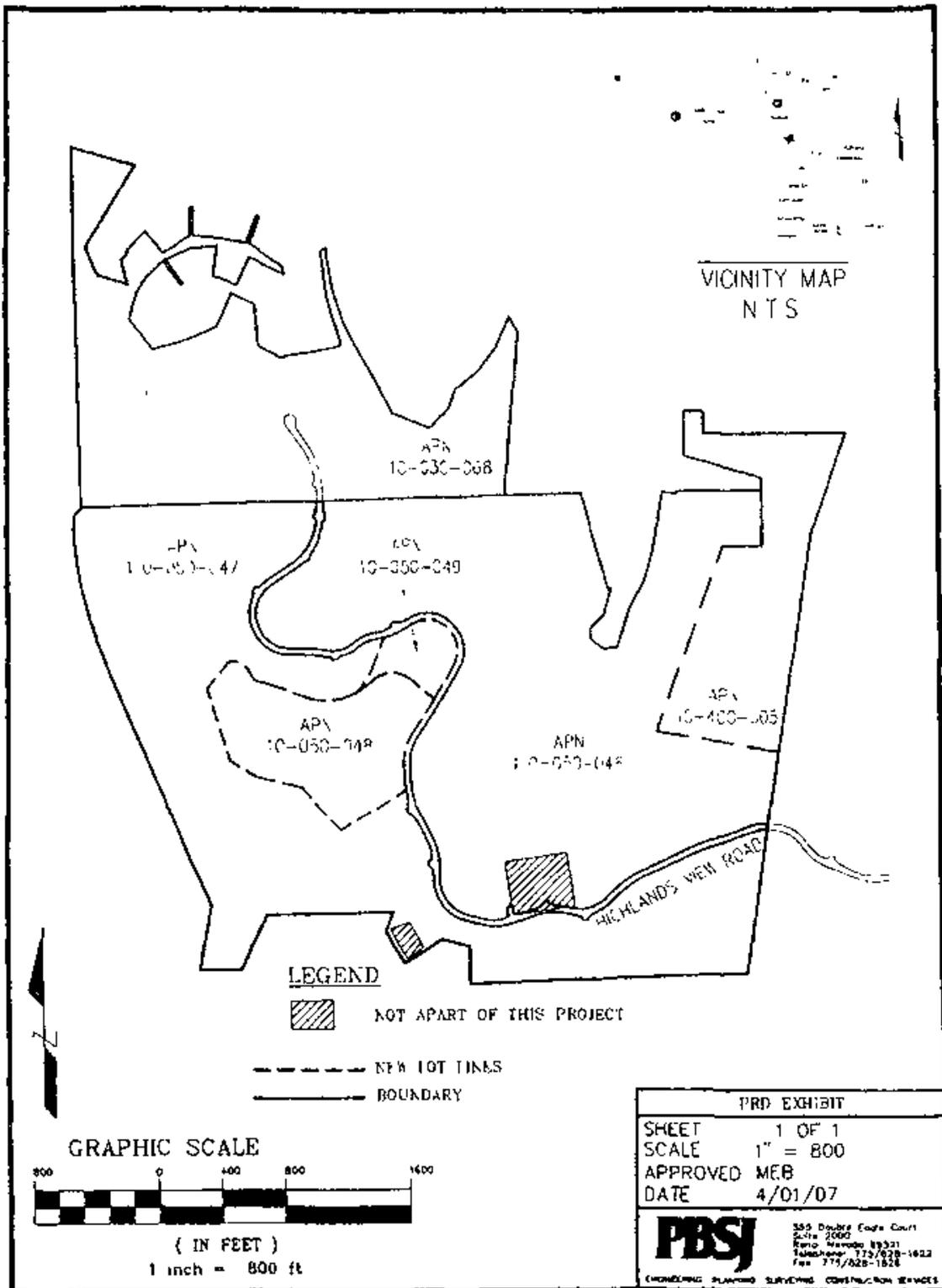
EXCEPTING THEREFROM a parcel of land 133 99 feet in width, lying North of line which is distant South 133 99 feet from and parallel with the North line of said Parcel A and lying East of line which is distant East 126 65 feet from and parallel with the West line of said Parcel A

End of Description

IV BOUNDARIES OF PERMANENT ROAD DIVISION NO 7

- 1) See EXHIBIT "B" for a description of the exterior boundary of the Zone of Benefit and the tentative map boundaries of large lots within Zone of Benefit

Exhibit B Exterior Boundary of the Zone of Benefit (The Highlands)



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EXHIBIT "C"

NORTHSTAR COMMUNITY SERVICES DISTRICT
THE HIGHLANDS PERMANENT ROAD DIVISION NO. 7
ANNUAL BUDGET
(Commencing Fiscal Year 2007/2008)

For PRD Roads (Highlands View Road, Ridgeline Drive, Big Springs EVA) maintenance and snow removal services as described in Sections 1 a through 1 j of this Agreement

1 Road Maintenance	\$509,400
2 Snow Removal	\$228,800
NCSD – Subtotal	<u>\$738,200</u>
NCSD Administration & Overhead 5%	<u>\$36,900</u>
NCSD - Total	<u>\$775,100</u>

Notes

- A Totals differ from the PRD's Engineer's Report because the NCSD will provide gate repair and replacement services (\$600/yr)
- B Annual Consumer Price Index (CPI) adjustments to this Annual Budget shall be equal to the CPI Adjustments to annual PRD assessments
- C Per section 1 i of this Agreement, other services requested by the County, and provided by the NCSD, shall be paid from the County's portion of the PRD budget and be billed by the NCSD, on a time & materials basis, and by separate invoice
- D Reimbursement for Administration and Overhead expenses shall be included in each invoice, determined as five percent (5%) of all expenses incurred to provide services

Highlands View PRD #7 Roads

