



MEMORANDUM
COMMUNITY DEVELOPMENT RESOURCE AGENCY
COMMUNITY DEVELOPMENT SERVICES DIVISION
County of Placer

TO: Honorable Board of Supervisors **DATE:** December 14, 2021
FROM: Steve Pedretti, Community Development Resource Agency Director
BY: Claudia Wade, Engineering Manager
SUBJECT: Riolo Vineyard Specific Plan Fee Credit/Reimbursement Agreement – Dry Creek Lift Station – Amendment No.1

ACTION REQUESTED

1. Approve and authorize the Chair to sign the Riolo Vineyard Specific Plan Fee Program Fee Credit/Reimbursement Agreement – Dry Creek Lift Station – Amendment No.1 with HBT of Riolo Vineyards, LLC.

BACKGROUND

On November 14, 2017, the Board of Supervisors (Board) adopted an ordinance to amend County Code Chapter 15 to add Article 15.90 establishing the Riolo Vineyard Specific Plan Fee Program (Fee Program). The Board also adopted a resolution establishing the initial fee schedule, supported by a nexus study. The Fee Program was established at the request of HBT of Riolo Vineyards, LLC (HBT), a property owner in the Riolo Vineyards Specific Plan (RVSP), to adopt a specific plan fee program to equalize the allocation of costs for RVSP public facilities among benefiting properties in the plan area.

In accordance with Placer County Code Section 15.90.060(C)(1), a fee reimbursement agreement, in a form acceptable to County Counsel, may be entered into between the county and each constructing entity or participating owner in connection with the financing and construction of public improvements identified in the Nexus Study. On April 13, 2021, the Board approved a fee credit/reimbursement agreement with HBT in the amount of \$204,343 for improvements required for the Mariposa at Riolo Vineyard (Mariposa), Phase I of RVSP as described in Attachment 1.

The previous request of \$204,343 is now proposed to be amended to an amount of \$350,209 for those improvements described in Attachment 1. The purpose for the amendment is due to administrative adjustments to the requested infrastructure eligible for reimbursement within the Fee Program.

Upon approval of the Riolo Vineyard Specific Plan Fee Program Fee Credit/Reimbursement Agreement – Dry Creek Lift Station – Amendment No.1 with HBT of Riolo Vineyards, LLC., HBT will submit required documents, as specified in the Riolo Vineyard Specific Plan Fee Program Nexus Study, Acquisition Agreement relating to County of Placer Community Facilities District No. 2017-1, and County Code 15.90.030, to proceed with the fee credit/reimbursement, which will be paid for by the Infrastructure Component of the Fee Program.

ENVIRONMENTAL IMPACT

The proposed administrative activity is exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines section 15061(b)(3) since the fee reimbursement

Honorable Board of Supervisors

December 14, 2021

Riolo Vineyard Specific Plan Fee Credit/Reimbursement Agreement – Dry Creek Lift Station –
Amendment No.1

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agreement is an administrative activity for a previously approved project. The Environmental Impact Report for the Riolo Vineyards Specific Plan was certified by the Board on May 12, 2009, and addendums were adopted on December 11, 2012 and March 24, 2015.

FISCAL IMPACT

There is no fiscal impact to the County by approving the agreement. All costs associated with the fee credit/reimbursements and ongoing administration of such are paid through the infrastructure component and the administrative component of the Fee Program.

ATTACHMENT

Attachment 1: Riolo Vineyard Specific Plan Fee Program Fee Credit/Reimbursement
Agreement-Dry Creek Lift Station – Amendment No. 1

ATTACHMENT 1

**RIOLO VINEYARD SPECIFIC PLAN FEE PROGRAM
FEE CREDIT/REIMBURSEMENT AGREEMENT
AMENDMENT No.1
Dry Creek Lift Station**

COUNTY OF PLACER

RIOLO VINEYARD SPECIFIC PLAN (RVSP)
INFRASTRUCTURE FEE PROGRAM

This First Amendment to the Riolo Vineyard Specific Plan Fee Program Fee Credit/Reimbursement Agreement – Dry Creek Lift Station (First Amendment) is made and entered into this ___ day of _____, 20___, by and between the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as “County,” and HBT OF RIOLO VINEYARDS, LLC, a California Limited Liability Company, a Developer within the Riolo Vineyard Specific Plan (RVSP) area and entity constructing eligible RVSP Fee Program facilities, hereinafter referred to as “Developer.”

WITNESSETH:

WHEREAS, on April 13, 2021, the County approved and entered into an agreement titled the Riolo Vineyard Specific Plan Fee Program Fee Credit / Reimbursement Agreement – Dry Creek Lift Station (Agreement); and

WHEREAS, the parties are interested in amending the itemized costs in Exhibit D consistent with values allowed in the Riolo Vineyard Specific Plan Area Fee Program Nexus Study (Nexus Study), and wish to enter into an amendment to implement the modifications in the itemized costs as described in Exhibit D.

NOW, THEREFORE, in consideration of the mutual promises contained herein, County and Developer hereby agree as follows:

1. The First Amendment shall supersede and replace the Agreement as noted below in Sections 2 and 3, but otherwise the Agreement shall otherwise remain in full force and effect.
2. The Revised Exhibit D attached to this First Amendment shall replace Exhibit D in the Agreement in its entirety.
3. Section 8 from the Agreement shall be modified as follows:

The total amount eligible for credit and/or reimbursement shall not exceed \$350,209 (Three Hundred Fifty Thousand Two Hundred Nine Dollars).
4. Developer, by execution of this First Amendment, specifically agrees to assume the defense of, indemnify and hold harmless, County, their officers, employees, and agents from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subject or put, by reason of, or resulting from the Agreement, the First Amendment, or the design, construction, installation, operation or existence of said Facilities constructed in the Plan Area under the terms of this First Amendment.
5. This First Amendment and Agreement constitute the entire agreement and understanding between County and Developer the subject matter hereof.
6. The person(s) signing this First Amendment on behalf of the Developer each warrants and represents that he or she has the authority to execute this First Amendment on behalf of Developer, and to bind Developer to the terms and conditions stated herein.

COUNTY: COUNTY OF PLACER, a political
subdivision of the State of California

By: _____
Name: _____
Title: _____
Date: _____

DEVELOPER: HBT OF RIOLO VINEYARDS, LLC
a California Limited Liability Company

By: _____
Name: _____
Title: _____
Date: _____

Exhibit:

Revised Exhibit D - Itemized Facilities for Fee Credit/Reimbursement Request

REVISED EXHIBIT D
Itemized Facilities for Fee Credit/Reimbursement Request

REVISED EXHIBIT D
RVSP FEE PROGRAM FEE CREDIT/REIMBURSEMENT AGREEMENT AMENDMENT NO.1

Phase 1 - CFD#1 Emergency Storage Expansion

RV Fee Program Eligible Improvement Costs

Item No.	Description	Units	Quantity	Unit Cost	Extended Price ^(c)	RVSP Eligible Cap ^(d)
SEWER						
S11	15" Sewer Redundancy Bypass from 16" FM to CFD#1 ^(b)	LF	114	\$ 6,733.12	\$ 767,576	\$ 12,667
S16	CFD#1 Lift Station Emergency Storage	GAL	35,256	\$ 10.83	\$ 381,900	\$ 279,174
				SUBTOTAL	\$ 1,149,476	\$ 291,841

TOTAL CONSTRUCTION COSTS ^(a)

	\$	1,149,476	\$	291,841
Engineering & Design	\$	91,958	\$	23,347.28
Construction Management Administration:	\$	57,474	\$	14,592.05
(SWPPP, Environmental, Legal, Project Management)	\$	80,463	\$	20,429
TOTAL SOFT COSTS	\$	229,895	\$	58,368.20
TOTAL PROJECT COSTS	\$	1,379,371	\$	350,209.20

NEXUS STUDY REIMBURSEMENT CAP ^(d)

	\$	350,209
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Notes:

- (a)** Construction costs based on the final construction costs for by Marques General Engineering .
- (b)** Bypass includes manholes, valves, sewer pipe, and road and drainage repairs.
- (c)** The Extended Price are estimated by calculating the percentage of the construction cost and attributable to Nexus Study improvements.
- (d)** The maximum reimburseable amount is prorated based on the Nexus Study program costs for Items S11 and S16. The reimbursement caps for S11 and S16 includes an adjustment for CCI updates and a 15% contingency to be consistent with the Nexus Study assumptions. The eligible Nexus Study cap is lower than the calculated cost based on the construction costs so the cap is the final reimburseable amount.

