



**MEMORANDUM  
PUBLIC WORKS  
ENVIRONMENTAL ENGINEERING DIVISION**  
County of Placer

**TO:** Honorable Board of Supervisors **DATE:** September 12, 2023  
**FROM:** Ken Grehm, Director of Public Works  
**BY:** Sarah Gillmore, P.E., Program Manager  
**SUBJECT:** Reimbursement Agreement / Whitehawk II Subdivision / Anthem United  
Whitehawk Homes Limited Partnership

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**ACTION REQUESTED**

1. Approve a Reimbursement Agreement in an amount not to exceed \$401,161 with Anthem United Whitehawk Homes Limited Partnership, for reimbursement of costs associated with construction of sanitary sewer facility improvements in Sewer Maintenance District 2, and authorize the Director of Public Works, or designee, to execute the Reimbursement Agreement, subject to County Counsel and Risk Management concurrence.
2. Approve a FY 2023-24 Budget Amendment AM-00873 for CC12013 – Sewer Maintenance District 2 Fund (FD21001) in the amount of \$401,161 and cancel Sewer Maintenance District 2 Fund reserves (FD21001-OT991012) in the amount of \$401,161.
3. Determine the proposed actions are not projects pursuant to CEQA Guidelines Section 15378.

**BACKGROUND**

Anthem United Whitehawk Homes Limited Partnership (Anthem) is the owner of the Whitehawk II Subdivision, which is a 55-lot development located in Sewer Maintenance District 2 (SMD 2). As part of the development of the subdivision, Anthem was required to replace and upsize the 21" sewer main and appurtenances (sewer improvements) which serves SMD 2. Pursuant to section 13.12.230 (A) of the Placer County Code, if construction of sewer improvements by a developer benefits other properties, those improvements are eligible for reimbursement for the portion of the costs attributable to the other benefiting parcels.

Staff determined that portions of the existing SMD 2 sewer mains are insufficient for ultimate build out of SMD 2. To address these issues, Placer County commenced collecting Fair Share Fees from properties which were more intensely utilized than originally planned. Staff reviewed and examined the areas that require upsizing and determined that the Fair Share Fee for properties which intensified their usage should be collected at \$2,289 per equivalent dwelling unit (EDU).

To date, SMD 2 has collected \$454,214 in Fair Share Fees to be used to address upsizing of existing infrastructure.

Honorable Board of Supervisors

September 12, 2023

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Based upon Staff review of the construction cost records, the parties agree the total construction cost for the sewer improvements was \$527,056. Anthem's Fair Share of the cost calculates to \$125,895 (55 EDUs X \$2,289), resulting in reimbursement to Anthem of \$401,161.

**ENVIRONMENTAL IMPACT**

The proposed actions are not projects pursuant to CEQA Guidelines Section 15378 because they are administrative actions that do not result in any direct or indirect physical changes to the environment.

**FISCAL IMPACT**

The total reimbursement is \$401,161. A Budget Amendment AM-00873 to increase appropriations by \$401,161 in the FY 2023-24 Budget for CC12013 – SMD 2 Fund (FD21001), with a corresponding cancellation of Sewer Maintenance District 2 Fund reserves (FD21001-OT991012), is included for consideration and approval. There are sufficient fair share fees collected to fund this payment. There is no impact to the General Fund.

**ATTACHMENTS**

Attachment A – Reimbursement Agreement

**REIMBURSEMENT AGREEMENT  
BETWEEN THE COUNTY OF PLACER AND  
ANTHEM UNITED WHITEHAWK HOMES LIMITED PARTNERSHIP**

This REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between the County of Placer, a political subdivision of the State of California (“County”) and ANTHEM UNITED WHITEHAWK HOMES LIMITED PARTNERSHIP, a Washington Limited Partnership (“Owner”).

**W I T N E S S E T H**  
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WHEREAS, Owner constructed, at its own cost and expense, those certain sanitary sewer facilities which include replacing existing sewer infrastructure, to wit, a 21” sewer main upsizing and appurtenances (“Sewer Improvements”) included on the as-built plans for sanitary sewer prepared by TSD Engineering, Inc. for Project No. ESD19-00397 approved by County on May 23, 2023, and which are on file with County’s Department of Public Works, and;

WHEREAS, said Sewer Improvements have been inspected and approved by County as having been constructed of the size, depth, and dimensions and placed according to the requirements of County and also designed and constructed to be capable of providing sewer service to all properties contained in Sewer Maintenance District 2 (SMD 2), and with design, construction and related costs shown on Exhibit A, attached hereto and incorporated herein, and;

WHEREAS, County acknowledges that the sewer improvements benefited all properties contained in SMD 2 by upsizing existing infrastructure which was insufficient for ultimate build out of SMD 2 and that County has collected Fair Share Fees to address such issues from properties which were more intensely utilized than originally planned;

WHEREAS, County is willing to reimburse Owner for part of the costs of construction of the Sewer Improvements on the terms set forth herein;

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, it is hereby agreed as follows:

1. Owner formally conveys to County all of its right, title, and interest to the Sewer Improvements.
2. County hereby accepts the Sewer Improvements, which shall become a part of County’s system in SMD 2 and are thereafter to be used, operated, maintained, and managed by County to provide sanitary sewer service to Owner’s Property and the Benefited Properties, subject to the one-year warranty period for the Sewer Improvements.
3. In consideration of the construction of the Sewer Improvements by Owner and the conveyance thereof to the County, County agrees to use its best efforts to the extent allowed by law, to collect amounts to reimburse Owner for a portion of the cost of the Sewer Improvements. Reimbursement shall be made solely from Fair Share Fees already collected by the County and when additional connections occur in the future,

and only to the extent provided herein.

4. Based upon Staff review of the construction cost records, Owner and County agree that the total cost to Owner for the construction of the Sewer Improvements was Five Hundred Twenty-Seven Thousand Fifty-Six Dollars and No Cents (**\$527,056.00**).

a. It is agreed that the Fair Share Fee is Two Thousand Two Hundred Eighty-Nine Dollars and Zero Cents (**\$2,289.00**) per equivalent dwelling unit (EDU).

b. The Owner's share of the total construction cost of the Sewer Improvements for Fifty Five (55) EDUs is agreed to be One Hundred Twenty Five Thousand Eight Hundred Ninety Five Dollars and Zero Cents (**\$125,895.00**), at the current Fair Share Fee of \$2,289 per EDU.

c. The parties agree that the balance of Four Hundred One Thousand One Hundred Sixty-One Dollars and Zero Cents (**\$401,161.00**) represents the Benefited Properties' proportionate Fair Share Fee ("Benefited Properties' Fair Share Fee") that will be reimbursed to the Owner.

d. To date, County has collected \$454,214 in Fair Share Fees for upsizing existing infrastructure. County shall pay Four Hundred One Thousand One Hundred Sixty-One Dollars and Zero Cents (**\$401,161.00**) to Owner within thirty (30) days of the Placer County Board of Supervisor's approval of this Agreement. Payment shall be sent to Owner at the following address: Anthem United Whitehawk Homes Management LLC, 3001 Douglas Blvd., Suite 200, Roseville, CA 95661. Reimbursement to Owner under this Agreement shall be made solely from Fair Share Fees collected.

e. It is expressly agreed that the maximum reimbursement collected by County shall be the Benefited Properties' Fair Share Fee set forth above, and that the County shall have no obligation to pay Owner except from monies collected as set forth herein.

f. Nothing in this Agreement shall be construed to otherwise relieve an owner of the Benefited Properties from paying all other connection and inspection fees required by County or otherwise complying with all County requirements.

5. This Agreement shall expire upon receipt of payment by Owner.

6. Owner's rights to reimbursement hereunder are personal to Owner and do not run with Owner's Property. Owner shall have the right, in Owner's sole direction, to assign its rights to reimbursement in whole or in part to any third party that Owner so elects. In the event Owner assigns its rights to reimbursement hereunder to a third party, Owner shall provide written notice to County of any such assignment and after which this Agreement shall inure to the benefit of such assign(s). This Agreement shall be binding on County's assigns, heirs, and successors-in-interest, if any.

7. County and Owner certify that the persons executing this Agreement have the authority

and are legally empowered to enter into this Agreement on behalf of their entity and to bind such entity to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**COUNTY**

**OWNER**

COUNTY OF PLACER, political  
subdivision of the State of California

Anthem United Whitehawk Homes Limited  
Partnership, a Washington Limited  
Partnership

By: \_\_\_\_\_

By: Anthem United Whitehawk Homes  
Management, LLC, a Washington limited  
liability company,  
Its: General Partner

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Brian Moore,  
Its: Vice President

Date: \_\_\_\_\_

and

By: \_\_\_\_\_

Matt Gustus,  
Its: Vice President

Date: \_\_\_\_\_

## Exhibit A

### Cost of Improvements



*WHITEHAWK II SUBDIVISION*  
*21" Trunk Sewer Reimbursement*  
APPROVED PLANS AND CONTRACTORS CONTRACT 3/21/2023  
# of Finish Lots: 55

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>SEWER</b>					
1	21" Sewer Replacement	693	LF	\$177.00	\$122,661
2	48" Sewer Manhole	1	EA	\$8,530.00	\$8,530
3	60" Sewer Manhole Base (Rebuild MH)	2	EA	\$12,940.00	\$25,880
4	Adjust Existing Manhole Rim to Grade	1	EA	\$1,200.00	\$1,200
5	Remove (E) 18" Sewer Trunk Sewer	693	LF	\$43.00	\$29,799
6	Connect to Existing	3	EA	\$3,285.00	\$9,855
7	SSMH Hydrogen Sulfide Corrosion Resistance Coating	1	EA	\$5,000.00	\$5,000
				<b>Sewer Subtotal:</b>	<b>\$202,925</b>
<b>CHANGE ORDERS</b>					
8	Burrito Wrap Pipe - 6/9 thru 6/19	1	LS	\$40,502.63	\$40,503
9	Burrito Wrap Pipe - 6/20 thru 7/5	1	LS	\$59,783.90	\$59,784
10	Night Watchman - 6/8 thru 6/19	1	LS	\$44,894.00	\$44,894
11	Night Watchman - 6/20 thru 7/1	1	LS	\$44,528.50	\$44,529
12	Dewatering - 6/9 thru 6/18	1	LS	\$33,974.50	\$33,975
13	Dewatering - 6/20 thru 7/5	1	LS	\$49,430.00	\$49,430
14	Trucking, Pumping, Disposal, Traffic Plates - 5/31-7/11	1	LS	\$22,554.22	\$22,554
				<b>Sewer Subtotal:</b>	<b>\$295,668</b>
<b>FEES</b>					
15	Engineering Design Fees (6%)	1	LS		\$12,176
16	Construction Staking (3%)	1	LS		\$6,088
17	Geotechnical Observation & Testing	1	LS	\$10,200.00	\$10,200
				<b>Fees Subtotal:</b>	<b>\$28,463</b>
				<b>GRAND TOTAL:</b>	<b>\$527,056</b>

785 Orchard Drive, Suite 110, Folsom, CA 95630 P 916.608.0707 F 916.608.0701  
expect more.

