

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: BOARD OF SUPERVISORS

Date: JUNE 9, 2009

From: JAMES DURFEE / WILL DICKINSON *(signature)*

Subject: SEWER REIMBURSEMENT AGREEMENT WITH JOHN J. AND THERESA M. LYNOTT

ACTION REQUESTED/RECOMMENDATION: Approve the attached Resolution entering into a reimbursement agreement for sewer improvements in Sewer Maintenance District 1 with John J. and Theresa M. Lynott, APN 052-143-028, and authorize the Chairman to execute said agreement.

BACKGROUND: Chapter 13 of the Placer County Code requires that properties requesting sewer service from County sewer districts construct public sewers along their frontages. If this requirement results in the construction of sewer improvements that benefit other properties, these improvements are eligible for reimbursement for the portion of the costs attributable to the other benefiting properties. Such reimbursement is made through fees collected from the parcels served at the time they wish to connect to the sewer.

John J. and Theresa M. Lynott constructed a six-inch public sewer line over and across the Lynott property plus three additional parcels. In accordance with the County Code, John J. and Theresa M. Lynott requested a reimbursement agreement for the proportionate share of the costs attributable to these other parcels. Staff has reviewed the receipts for the project and support a total cost of sewer construction in the amount of \$76,499.20, or \$19,124.80 per parcel for the four parcels served. The total reimbursable amount for the three benefited parcels is, therefore, \$57,374.40. Your Board's approval of a reimbursement agreement in this amount is recommended.

ENVIRONMENTAL CLEARANCE: Approval of this agreement is not a project as defined by the California Environmental Quality Act.

FISCAL IMPACT: Approval of this agreement does not result in a fiscal impact to any County budget.

JD:WD:KK

ATTACHMENTS: RESOLUTION
AGREEMENT
EXHIBIT 1

CC: COUNTY EXECUTIVE

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

In the matter of: A RESOLUTION APPROVING AND
AUTHORIZING THE CHAIRMAN OF THE BOARD OF
SUPERVISORS TO EXECUTE THE ATTACHED
REIMBURSEMENT AGREEMENT WITH JOHN J. AND
THERESA M. LYNOTT

Resolution No. _____
Ordinance 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.

Chairman, Board of

Supervisors

Attest:
Clerk of said Board

BE IT HEREBY RESOLVED by the Board of Supervisors, County of Placer, State of California, that their Board approves the attached Reimbursement Agreement with John J. and Theresa M. Lynott, in the total reimbursable amount of \$57,374.40, and

BE IT FURTHER RESOLVED that the Chairman of the Board is hereby authorized and directed to execute said Reimbursement Agreement on behalf of the County of Placer.

REIMBURSEMENT AGREEMENT
BETWEEN THE COUNTY OF PLACER, and
JOHN J. AND THERESA M. LYNOTT

THIS AGREEMENT made and entered into this _____ day of _____ 2009 by and between John J. and Theresa M. Lynott, hereinafter referred to as "OWNERS" and the COUNTY OF PLACER, hereinafter referred to as "COUNTY".

W I T N E S S E T H

WHEREAS, OWNERS have constructed, at their own cost and expense, sanitary sewer facilities which consist of 280 lineal feet of six inch sanitary sewer on, over and across their and other properties as shown on as-built plans for sanitary sewer prepared by R&B Engineers, Inc. for the Lynott Sewer Extension, Project No. FF1196, dated 2004 (the "Improvements"), and;

WHEREAS, said Improvements have been inspected and approved by the County as having been constructed of the size, depth and dimensions and placed according to the requirements of COUNTY, and are also designed and constructed to be capable of providing sewer service to other properties, and;

WHEREAS, COUNTY is willing to reimburse OWNERS for part of the cost of construction of the Improvements on the terms set forth herein:

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

1. OWNERS convey to COUNTY all of their right, title and interest to the Improvements.
2. COUNTY hereby accepts said Improvements, all of which shall become a part of COUNTY'S system in Sewer Maintenance District No. 1, and shall thereafter be used, operated, maintained and managed by COUNTY to provide sanitary sewer service to OWNERS' property, among others.
3. In consideration of the construction of the Improvements by the OWNERS 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 the OWNERS for a portion of the cost of the Improvements. Reimbursement shall be made solely from fees collected when additional connections occur in the future, and only to the extent provided herein.

4. A. OWNERS and COUNTY agree that the total cost to OWNERS for the construction of the Improvements is **\$76,499.20**. It is further agreed that when the total cost of the improvements is divided up among the 4 benefited parcels, the pro rata share of the Improvements is \$19,124.80 per parcel. As Owners are developing 1 parcel, their total share of the cost of the improvements is **\$19,124.80**. This leaves a remainder of **\$57,374.40** that will be reimbursed to Owners on a parcel by parcel basis should the remainder of the benefited parcels develop within the term of this Agreement. The benefited parcels are shown below and also on Exhibit 1, attached hereto and incorporated herein by reference (the "Benefited Properties").

B. Benefited Properties

APN	Reimbursement
052-143-029	\$19,124.80
052-143-031	\$19,124.80
052-143-032	\$19,124.80

C. COUNTY agrees that, as a condition of issuing a sewer connection permit or will serve letter to the Benefited Properties should the owner of said property require or request sewer service, COUNTY shall endeavor to collect the amount noted above from each of the Benefited Properties.

D. Upon collection, if and only if said collection has been accomplished, COUNTY shall pay said amounts to OWNERS. It is expressly agreed that the maximum reimbursement collected by County shall be **\$57,374.40**, and that the COUNTY shall have no obligation to pay OWNERS except from monies collected as set forth herein. No interest shall accrue on said amount.

E. 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. The County's obligation to obtain reimbursement from the Benefited Properties shall expire ten (10) years after the date set forth above.

6. This Agreement shall be binding on the assigns, heirs and successors-in-interest of the parties hereto. In the event OWNERS assigns their right to receive any reimbursement that may come due under this Agreement,

OWNERS shall provide written notice to COUNTY of said assignment.
OWNERS shall be responsible for providing COUNTY with their address at
all times.

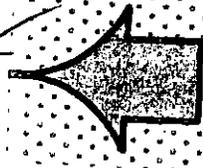
COUNTY OF PLACER

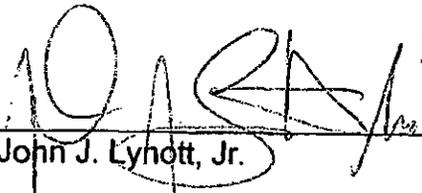
Approved:

BY: _____

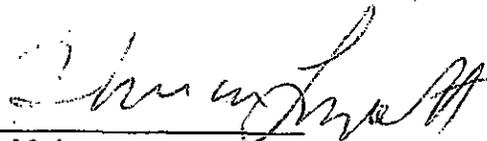
Chairperson
Board of Supervisors

Approved as to Form:

BY:  _____
County Counsel 

BY:  _____
John J. Lynott, Jr.

OWNERS

BY:  _____
Theresa M. Lynott

Address for notices:
230 Hidden Creek Drive
Auburn, CA 95603

