

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2009
To: Honorable Mayor & Members of the City Council
From: Public Works
Presentation by: George Musallam, Public Works Director

Summary

Subject: Reimbursement Agreement – Abdul Bath
Recommendation: Adopt a resolution approving the execution of a Reimbursement Agreement with Abdul Bath for the installation of a sanitary sewer line on Hooper Road. [located at 1283 Hooper Road]
Fiscal Impact: None – pass through of fees from affected property owner to Developer

Background:

Abdul Bath hired a contractor to extend a 10" sanitary sewer line on Hooper Road from approximately 100' south of Monroe Road to the north side of his property located at 1283 Hooper Road. The sanitary sewer line has the potential to benefit six properties located on both sides of Hooper Road directly adjacent to the sewer line.

Analysis:

The proposed Reimbursement Agreement (Agreement) will allow the City to collect funds from properties benefiting from the sewer line and pass those funds on to Mr. Bath. The Agreement is the City's standard 15-year agreement obligating the City to make reimbursement to the property owner contingent upon the City's ability to collect extension fees from the identified properties if and when they connect to City sewer.

Fiscal Impact:

None to the City. Any fees collected from the affected property owners will be passed through to the Developer.

Alternatives:

Do not approve the execution of a Reimbursement Agreement and direct staff to find alternative means to reimburse the Developer.

Recommendation:

Adopt a resolution approving the execution of a Reimbursement Agreement with Abdul Bath for the installation of a sanitary sewer line on Hooper Road.

Prepared by:

Diana Langley
Diana Langley
Principal Engineer

Submitted by:


Steven R. Jepsen
City Manager

Reviewed by:

Department Head

Finance

City Attorney

Other

GM
AB

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING EXECUTION OF THE 1283 HOOPER ROAD
REIMBURSEMENT AGREEMENT WITH ABDUL BATH

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF
YUBA CITY AS FOLLOWS:

That the Mayor and City Clerk be, and they are hereby authorized and directed to
execute on behalf of the City of Yuba City that certain 1283 Hooper Road
Reimbursement Agreement between the City of Yuba City and Abdul Bath.

That a copy of said 1283 Hooper Road Reimbursement Agreement is on file at
the City Clerk's office.

The foregoing Resolution was duly and regularly introduced, passed, and
adopted by the City Council of the City of Yuba City at a regular meeting thereof held on
the 21st day of July 2009.

AYES:

NOES:

ABSENT:

MAYOR

ATTEST:

CITY CLERK

1283 HOOPER ROAD
REIMBURSEMENT AGREEMENT

This Agreement is made and entered into this 25 day of MAY, 2009, by and between the City of Yuba City, hereinafter called City, and ABDUL BATH, hereinafter called Developer.

WITNESSETH:

WHEREAS, it is the intention of the Developer to construct a sewer line in and along Hooper Road; and

WHEREAS, said sewer line as shown on Drawing No. 5142-D, approved by the City Engineer and on file in his office, is to be constructed by the Developer completely at his own expense; and

WHEREAS, the above-mentioned sewer line would benefit certain other properties upon connection to the improvements. A determination of the areas and locations of the properties that would benefit from these improvements ("Benefited Properties") has been made and is shown on the attached map and schedule ("Reimbursement Distribution Schedule").

WHEREAS, City and Developer desire to enter into this Agreement in order to provide certain reimbursement to Developer from the Benefited Properties for the improvements in the amounts as provided in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, it is mutually agreed as follows:

1. City shall collect fees from the Benefited Properties pursuant to the Reimbursement Distribution Schedule for reimbursement to the Developer pursuant to this Agreement.
2. All fees collected by the City for connection to the sewer line to a maximum amount of \$36,256.05 will be mailed to the address of that Developer within thirty (30) days of collection. It is the responsibility of the Developer to notify the City Finance Department of any change of address.

It is understood and agreed by and between the parties hereto that City's obligation to make reimbursement to Developer is expressly contingent on the Benefited Properties seeking connection to the subject improvements. Only in the event the Benefited Properties seek connection and pay their proportionate cost as reflected in the attached schedule shall there be an obligation or responsibility on City to make reimbursement and/or payment to Developer and then only to the extent of such payment. City is not liable for any reimbursement to Developer from any source of funds except as provided within this Agreement.

This Agreement will terminate and City shall not be held to this Agreement after fifteen (15) years from the date of this Agreement.

In witness whereof, the parties to these presents have hereunto set their hands this year and date first above written.

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

By: _____
Mayor

By: _____
City Clerk

ABDUL BATH, DEVELOPER

By: Abdul Bath

Developer's Mailing Address:

Abdul Bath
1263 Hooper Road
Yuba City, CA 95993

ACKNOWLEDGMENT

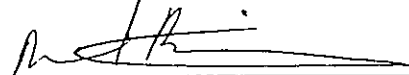
State of California
County of SUTTER

On MAY 25, 2009 before me, MOHAMMAD BAGHIAI
(insert name and title of the officer)

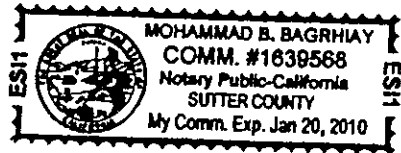
personally appeared ABDUL BATH
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

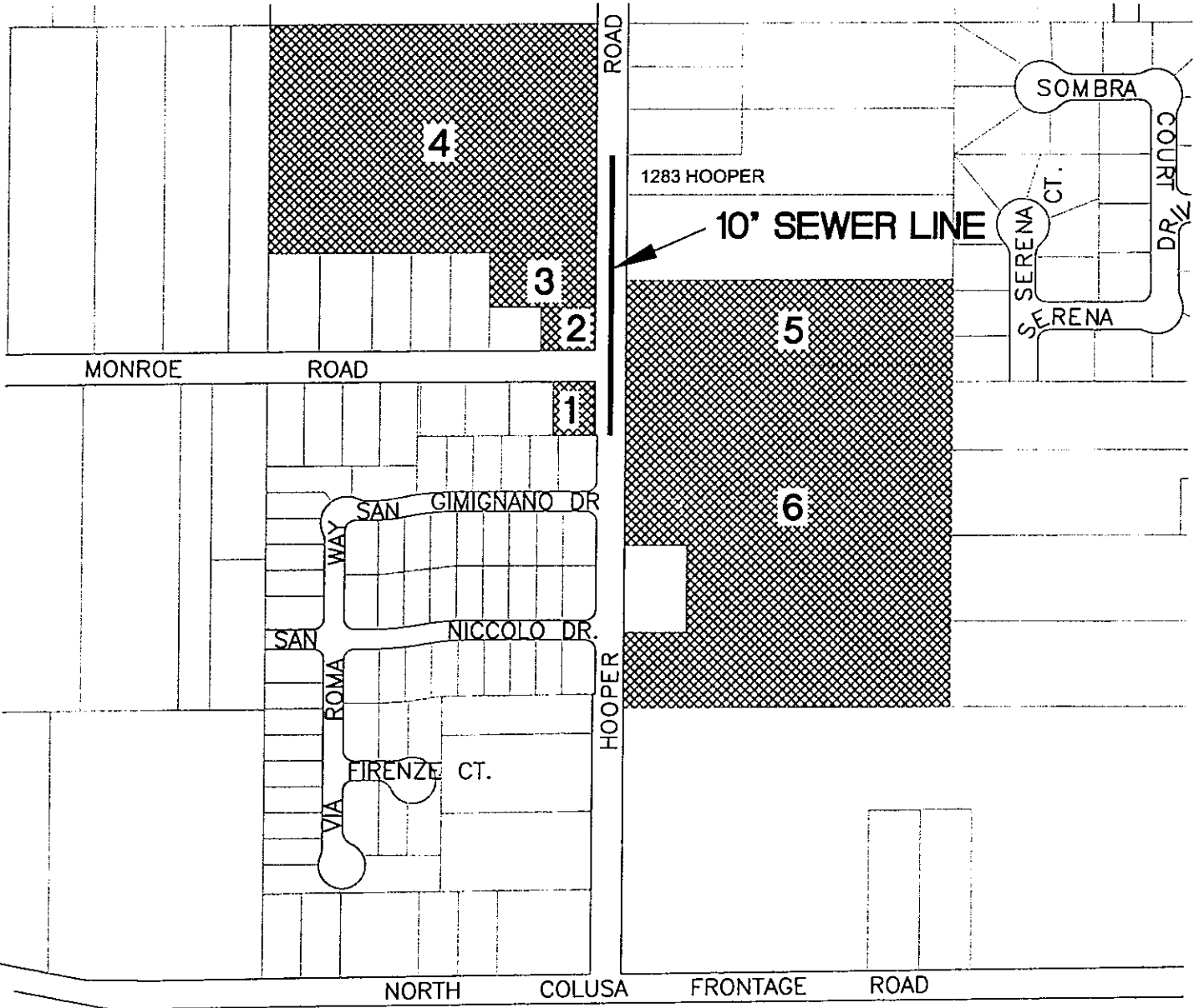
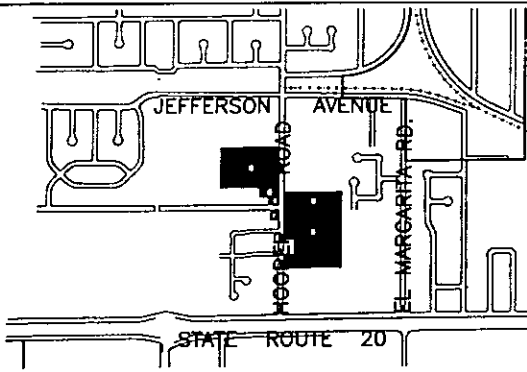
(Seal)



1283 HOOPER ROAD
REIMBURSEMENT AGREEMENT



SCALE: 1" = 300'



ID	APN
1	62-081-030
2	62-071-034
3	62-071-027
4	62-071-012
5	62-072-009
6	62-082-011

REIMBURSEMENT DISTRIBUTION SCHEDULE

SEWER LINE REIMBURSEMENT DISTRIBUTION

ID	AP#	Address	Hooper Road Frontage subject to Agreement	Reimbursement Amount*
1	62-081-030	1212 Hooper Road	104'-35'=69'**	\$3,508.65
2	62-071-034	1230 Hooper Road	85'-35'=50'**	\$2,542.50
3	62-071-027	1242 Hooper Road	105'	\$5,339.25
4	62-071-012	1302 Hooper Road	188'	\$9,559.80
5	62-072-009	1221 Hooper Road	165'	\$8,390.25
6	62-082-011	1139 Hooper Road	136'	\$6,915.60
TOTAL				\$36,256.05

*Reimbursement Amount based on City extension fees as of January 2009 = \$50.85/lf

**Deduction of 35' of frontage reflects corner lot credit per Municipal Code.