

# REPORT

To the Honorable Mayor and City Council  
From the City Manager

March 22, 2004

## Subject

Annexation to the Emerald Lake Heights Sewer Maintenance District (ELHSMD)  
Supplemental Agreement No. 32

## Recommendation

Adopt a resolution approving and authorizing execution of Supplemental Agreement No. 32 with the County of San Mateo, and consenting to the annexation of Assessor's Parcel Nos. 068-262-170 to the Emerald Lake Heights Sewer Maintenance District (ELHSMD), subject to the following conditions:

1. Property owners pay a Wastewater Treatment Capacity Fee of \$715.50
2. Property owners pay a Sewer System Capital Facilities Fee of \$960.00
3. An annexation agreement between the City and County be executed.

## Background

Pursuant to the Redwood City - ELHSMD Agreement dated, August 23, 1983, the County of San Mateo and the property owners have requested permission from the City to annex certain property for sewer service to the ELHSMD. The owners of the property designated by the above-mentioned Assessor's Parcel Number are Roger C. and Naheed R. Ferguson.

The annexation was requested by the property owners. The purpose of the annexation is to provide sanitary sewer service to property located within the City by the County's ELHSMD. The sewer capacity needed to service this property will be provided from Redwood City's current sewer treatment capacity allocation, since the property is located in the City. The sewers in this area were installed by the County to provide sewer service to County properties. However, there is an agreement that allows a few City properties to connect to these County facilities, instead of building a completely separate sanitary sewer main. Most of the County sewer lines eventually flow into City lines before heading to the treatment plant. A Supplemental Agreement is required for each new City property hooking up to the County sewer line.

A complete copy of Supplemental Agreement No. 32 is available for review in the City Clerk's office.

6.2A.2

**Alternative**

Do not approve the annexation, which would be contrary to the ELHSMD Agreement approved by City Council, August 23, 1983.

**Fiscal Impacts**

There are no fiscal impacts to the City.

		
Brian Lee Senior Civil Engineer	Bruce Liedstrand Community Development Services Director	Ed Everett City Manager

BL/ss  
s/library/reports/brian/ELHSMD\_Annexation\_32

6.2A-3

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 32 TO AGREEMENT RELATING TO SEWAGE TRANSMISSION, TREATMENT AND DISPOSAL; AND CONSENTING TO ANNEXYATION OF CERTAIN TERRITORY TO THE EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT**

**WHEREAS**, pursuant to the agreement entitled "Agreement for Sewage Transmission, Treatment, and Disposal of Sanitary Sewage By and Between the City of Redwood City, the County of San Mateo and the Emerald Lake Heights Sewer Maintenance District" dated August 23, 1983 (the "Transmission Agreement"), the Emerald Lake Heights Sewer Maintenance District (the "District") receives transmission, treatment and disposal services for sewage emanating from the District; and

**WHEREAS**, pursuant to that certain agreement entitled "Agreement – Wastewater Treatment Capacity (Emerald Lake Hills Area)" by and between the City of Redwood City (the "City") and the County of San Mateo (the "County") dated August 20, 1980 (the "Capacity Agreement"), the City allocated 0.5 mgd (millions of gallons per day) sanitary sewerage treatment capacity rights to the County for the benefit of lands located within the area thereafter established as the District; and

**WHEREAS**, application for annexation of the lands hereinafter described (the "Annexing Territory") to the District has been made by the owner thereof; and

**WHEREAS**, the parties to the Transmission Agreement desire to include the Annexing Territory within the service area of the Transmission Agreement; and

**WHEREAS**, paragraph XI of the Transmission Agreement provides that the parties thereto may revise, alter, amend or supplement said agreement in writing; and

6.2A-4

**WHEREAS**, the parties to the Capacity Agreement desire to confirm that sanitary sewerage treatment capacity rights allocated thereunder shall not be utilized for treatment of sewage emanating from the Annexing Territory.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:**

1. Consent is hereby granted to the annexation of the Annexing Territory to the District of the County, and consent is hereby granted to the discharge, transmission, treatment and disposal of sewage emanating from said Territory pursuant to the Transmission Agreement subject to all terms and conditions thereof and subject, further, to the condition that all applicable wastewater capacity and facility fees and charges shall be paid to the City.

2. This Council hereby finds and determines that sanitary sewerage treatment capacity rights allocated to the City by the South Bayside System Authority, owner of the sanitary sewerage treatment plant which provides treatment service for sewage emanating from the City and the District, shall be the source of treatment capacity for sewage emanating from the Annexing Territory, and treatment capacity rights allocated to the County pursuant to the Capacity Agreement shall not be the source of treatment capacity for the Annexing Territory.

3. The Annexing Territory is all that certain real property located in the County, more particularly depicted and described in Exhibit "A" attached hereto and by this reference incorporated herein.

4. The Mayor and City Clerk are hereby authorized and directed to execute, and to attest thereto respectively, that certain agreement by and between the City, the

6.2A-5

County, and the District entitled, "Supplemental Agreement No. 32 to Agreement for Sewage Transmission, Treatment and Disposal of Sanitary Sewerage By and Between the City of Redwood City, the County of San Mateo and the Emerald Lake Heights Sewer Maintenance District" in the form of Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

5. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the County and to the owner of the Annexing Territory.

\* \* \*

6.2A6

EXHIBIT "A" /

**PROPOSED ANNEXATION OF THE LANDS OF FERGUSON  
TO THE EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT**

All that certain real property as described in Parcel 3 of the deed recorded in San Mateo County Recorder's File No. 95095220 and being a portion of lot lettered "A" in Block 603, as delineated upon that certain map entitled "Highlands of Emerald Lake Subdivision Six" filed for record in the Office of the Recorder of the County of San Mateo, State of California, on May 4, 1927 in Book 15 of maps at pages 64, 65 and 66, more particularly described as follows:

Beginning at the southwesterly corner of Lot 4 in Block 602 as shown on said map, said corner also being an angle point in the boundary of the Emerald Lake Heights Sewer Maintenance District as established by Resolution No. 64671 passed and adopted on August 14, 2001; Thence from said Point of Beginning, leaving said district boundaries,

(1) North  $11^{\circ} 38' 20''$  West 207.38 feet along the westerly line of said Block 602 to the most westerly corner of Lot 1, in said block and the northerly line of said parcel 95095220, said corner also being an angle point in the Emerald Lake Heights Sewer Maintenance District as established by Resolution No. 47245, passed and adopted on August 27, 1985; Thence leaving said district boundary and continuing along the northerly line of said parcel,

(2) South  $67^{\circ} 48'$  West 339.95 feet to a point in the northeasterly line of Summit Way as shown on said map, Thence southeasterly along said northeasterly line the following courses and distances:

(3) Thence on an arc curve to left, a radial line bears North  $25^{\circ} 59' 16''$  East to the center of said curve, having a radius of 78.46 feet, a central angle of  $02^{\circ} 12' 46''$ , an arc length of 3.03 feet;

(4) Thence South  $66^{\circ} 13' 30''$  East, 45.88 feet;

(5) Thence on an arc curve to the right, having a radius of 95.58 feet, a central angle of  $41^{\circ} 06' 59''$  an arc length of 68.59 feet;

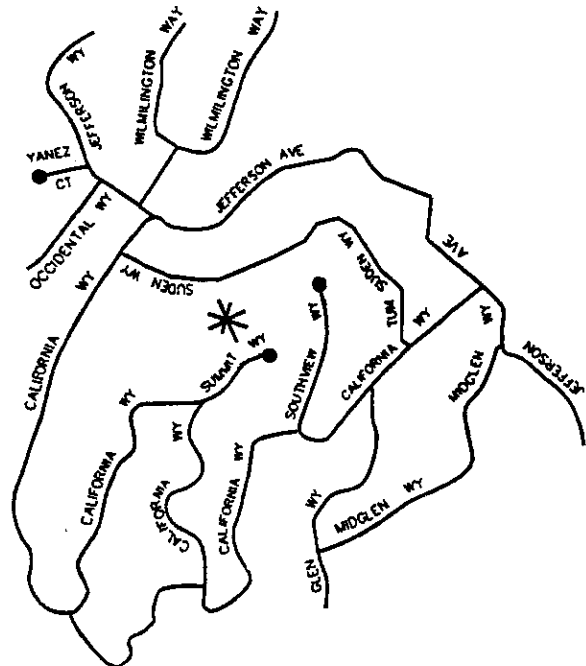
(6) Thence South  $25^{\circ} 06' 32''$  East, 49.62 feet;

(7) Thence on an arc to the right, a radial line bears South  $04^{\circ} 53' 33''$  West to the center of said curve, having a radius of 50.00 feet a central angle of  $43^{\circ} 34' 45''$ , an arc length of 38.03 feet to the southerly line of said parcel 95095220;

(8) Thence North  $59^{\circ} 32' 30''$  East 52.82 feet, leaving said northeasterly line of Summit Way and continuing along the southerly line of said parcel, to an angle point in the aforementioned District boundary as established by Resolution No. 64671;

(9) Thence continuing along said southerly line of said parcel and said district boundary in a direct line in an easterly direction, 170 feet more or less to the Point of Beginning.

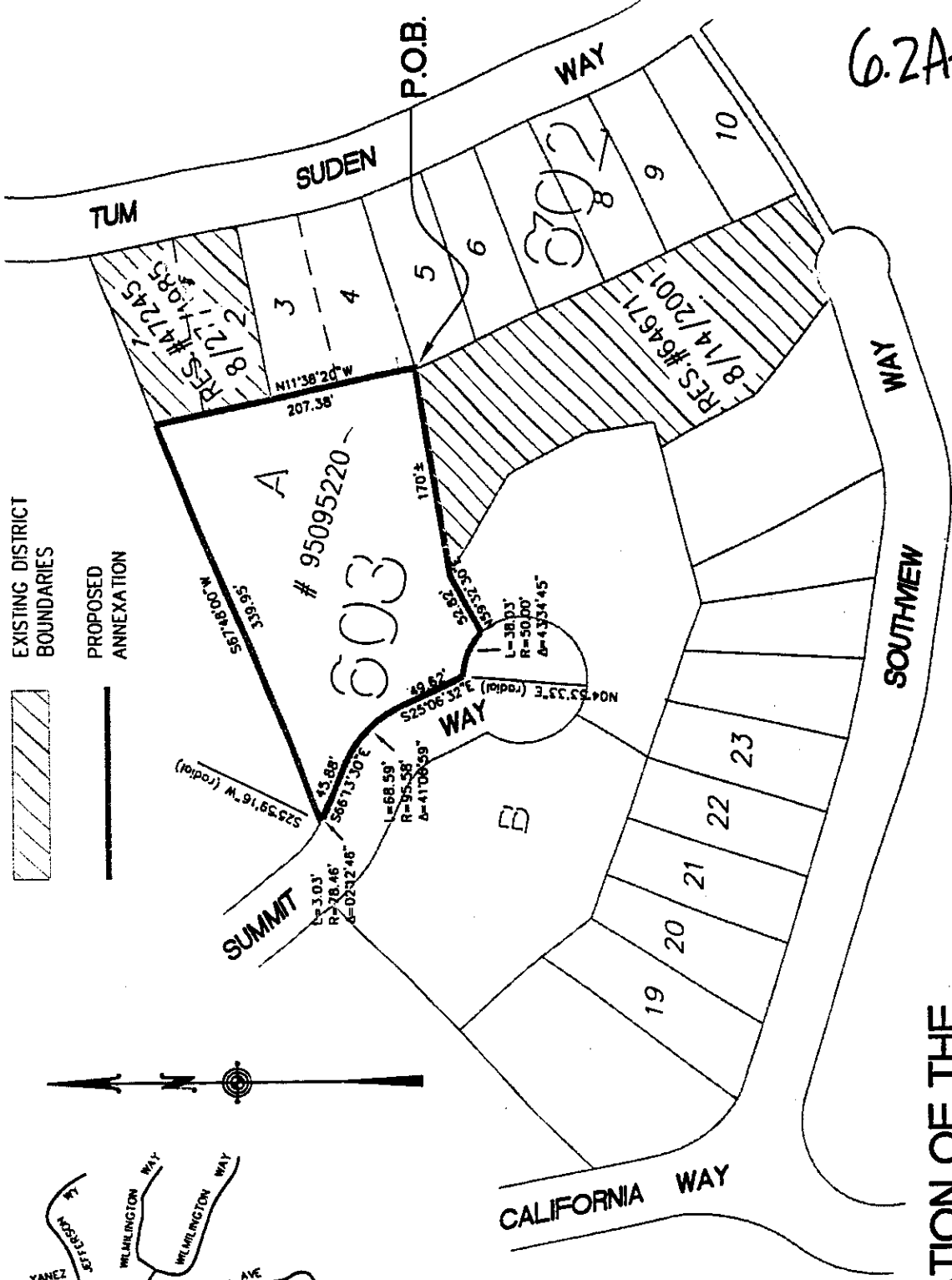
Containing 1.13 acres more or less.



EXISTING DISTRICT BOUNDARIES



PROPOSED ANNEXATION



6.2A-7



SCALE

VICINITY MAP

EXHIBIT " A "

PROPOSED ANNEXATION OF THE LANDS OF FERGUSON TO THE EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT

6.2A-8

**EXHIBIT "B"**

**SUPPLEMENTAL AGREEMENT NO. 32**

**AGREEMENT FOR SEWAGE TRANSMISSION, TREATMENT AND DISPOSAL OF SANITARY SEWERAGE BY AND BETWEEN THE CITY OF REDWOOD CITY, THE COUNTY OF SAN MATEO AND THE EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the **CITY OF REDWOOD CITY**, a charter city and municipal corporation of the State of California (the "City"), the **COUNTY OF SAN MATEO**, a political subdivision of the State of California (the "County"), and the **EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT** (the "District"), a public corporation.

**WITNESSETH:**

**WHEREAS**, the City, the County and the District entered into an agreement dated August 23, 1983, entitled "Agreement for Sewage Transmission, Treatment and Disposal of Sanitary Sewerage By and Between the City of Redwood City, the County of San Mateo and the Emerald Lake Heights Sewer Maintenance District" (the "Transmission Agreement"), pursuant to which the City provides the District with sewage transmission, treatment and disposal services, subject to the terms and conditions thereof; and

**WHEREAS**, the City and the County entered into an agreement entitled "Agreement – Wastewater Treatment Capacity (Emerald Lake Hills Area)" dated August 19, 1980 (the "Capacity Agreement"), pursuant to which the City has allocated to the County 0.5 mgd (millions of gallons per day) sanitary sewerage treatment capacity

rights for the benefit of lands located within the area thereafter established as the District; and

**WHEREAS**, application for annexation to the District has been made by the owners of the land hereinafter described (the "Annexing Territory"); and

**WHEREAS**, the County and the City desire to confirm that treatment capacity rights allocated to the County pursuant to the Capacity Agreement shall not be used for treatment of sewage emanating from the Annexing Territory; and

**WHEREAS**, paragraph XI of the Transmission Agreement provides that said agreement may be revised, altered, amended or supplemented by written agreement; and

**WHEREAS**, the parties hereto desire to supplement the Transmission Agreement by providing for the inclusion of the Annexing Territory in the service area specified in said agreement;

**NOW, THEREFORE**, in consideration of the above premises, the parties hereto agree as follows:

1. Exhibit "A" of the Transmission Agreement shall be, and is hereby, amended to include the Annexing Territory comprised of all that certain real property (A.P.N. 068-262-170) situated in the County, described and depicted on Exhibit "A" hereof, attached hereto and by this reference incorporated herein.

2. The parties hereto confirm and agree that treatment capacity for sewage emanating from the Annexing Territory shall be furnished pursuant to sanitary sewerage treatment capacity rights allocated to the City by the South Bayside System Authority,

6.2A-10

owner of the treatment facilities serving the City and the area within which the Annexing Territory is located, and shall not be furnished pursuant to the Capacity Agreement.

3. The County hereby agrees to collect all applicable wastewater capacity and facility fees and charges of the City from the owner(s) of the Annexing Territory as a condition to the issuance of said County's permits, approvals or other entitlements pertaining to said Territory, and thereupon to remit said fees and charges to the City.

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

CITY OF REDWOOD CITY, a charter city and  
municipal corporation in the State of California

\_\_\_\_\_  
Jeff Ira, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Howe, City Clerk

COUNTY OF SAN MATEO, a political subdivision of  
the State of California

\_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

EMERALD LAKE HEIGHTS SEWER MAINTENANCE  
DISTRICT, a public Corporation

\_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_