

## RESOLUTION 24-092

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES AUTHORIZING EXECUTION OF THE OLSEN–SOUTH CHANDLER SPECIFIC PLAN – AMENDMENT 1 TO THE OLSEN 212 DEVELOPMENT AGREEMENT OPERATING MEMO No. 1 - MODIFYING TIMING OF CERTAIN IMPROVEMENTS

#### Olsen – South Chandler Specific Plan

WHEREAS, the Olsen–South Chandler Specific Plan (OSCSP) and Environmental Impact Report (EIR) were approved by City Council on February 20, 2020; and

WHEREAS, increasing the supply of both single-family residential (SFR) and multi-family residential (MFR) housing production is one of the City Council Adopted Goals for Fiscal Years 2024-2026; and

WHEREAS, the OSCSP allows 1,293 SFR and MFR residential units to be built consistent with the EIR's Mitigation Monitoring and Reporting Program (MMRP), which requires project impacts to be mitigated to a level of less than significant, including off-site traffic impact; and

WHEREAS, the OSCSP development agreement requires certain off-site traffic improvements to be installed prior to issuance of any residential building permits; similarly, the development agreement also calls for certain park improvements to be installed prior to the first certificate of occupancy; and

WHEREAS, the Master Developer, Olsen 212 has completed Phase 1 mass grading, and is in the process of selling planning areas to merchant builders for housing construction; and

WHEREAS, Olsen 212 is proposing a Development Agreement Operating Memo that would provide an alternative timing trigger for both off-site traffic improvements and public park improvements; this does not alleviate the improvements from being installed, only changing the timing on when they must be installed; and

WHEREAS, the City Manager is authorized to approve Operating Memo's but is seeking City Council concurrence; and

WHEREAS, on February 21, 2023, the City Council authorized the City Manager to execute Development Agreement Operating Memo No. 1; and

WHEREAS, the Master Developer, Olsen 212 has submitted a request to amend Operating Memo 1 to allow additional time to complete off-site public improvements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

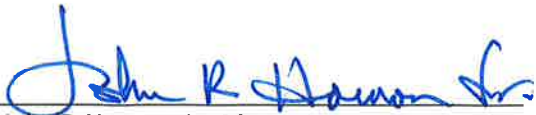
Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. Authorize the City Manager to execute Amendment 1 to Olsen–South Chandler Specific Plan Olsen 212 Development Agreement Operating Memo No. 1 as shown in Exhibit A.

# Exhibit A

APPROVED this 6<sup>th</sup> day of August 2024, by the following vote:

AYES: Gregory, Strong, Bausch, Roden, Hamon

  
John R. Hamon, Jr., Mayor

ATTEST:

  
Melissa Boyer, City Clerk

- a. Exhibit A – Amendment 1 to Operating Memo 1
- b. Exhibit B – Central Coast Transportation Consulting Vinedo Intersection Mitigation Recommendations

**AMENDED AND RESTATED OPERATING MEMORANDUM  
NUMBER ONE BETWEEN  
THE CITY OF EL PASO DE ROBLES  
AND OLSEN RANCH 212, LLC  
COMPRISING INSUBSTANTIAL MODIFICATIONS  
TO DEVELOPMENT AGREEMENT**

The Development Agreement by and among the City of El Paso de Robles (the "City") and OLSEN RANCH 212, LLC ("the Developer"), dated AS OF February 14, 2020 and recorded on May 4, 2020 in the Official Records of San Luis Obispo County as Document No. 2020021501 (the "Development Agreement"), provides in Section 1.7 of the Development Agreement that refinements and further development of the Project may demonstrate that minor changes are appropriate with respect to the details of the Project development and the performance of the parties under this Agreement. Therefore, the Development Agreement provides that any minor modification to the Development Agreement which does not modify (i) the Term of the Development Agreement; (ii) permitted uses of the Property, (iii) maximum density or intensity of use, except as allowed pursuant to Section 2.1.3 of the Development Agreement (Final Lotting) (iv) provisions for the reservation, dedication, acquisition, or abandonment of land or public rights of way, (v) conditions, terms, restrictions or requirements for subsequent discretionary actions, (vi) monetary contributions by Developer, or (vii) any other financial commitments by Developer, including the provisions related to Developer's obligations to finance installation, operations, and maintenance of Project infrastructure and formation and operations of one or more community facilities districts, (any and all of which are hereinafter an "Insubstantial Modification"), and that can be processed under CEQA as exempt from CEQA, or with the preparation of an Addendum to the EIR, shall not require a public hearing prior to the parties executing a modification to the Development Agreement.

The Development Agreement further provides that if and when City and Developer agree that such Insubstantial Modifications are necessary or appropriate, they may implement such clarifications through operating memoranda approved by the City and Developer as insubstantial modifications to the Development Agreement.

With this Operating Memorandum No. 1, City and Developer wish to clarify certain conditions in the Project Approvals in order to carry out the intent of the City and Developer with respect to the design, development, and implementation of the Project. Capitalized terms used in this Operating Memorandum shall carry the same definitions as those set forth in the Development Agreement.

**A. PURPOSE:**

The purpose of this Operating Memorandum is to identify a basic framework between the City and Developer to facilitate the construction of certain improvements as contemplated under the terms of the Development Agreement. This Operating Memorandum will reduce certain uncertainties associated with the orderly development of the Project and provide for the effective and efficient development of public facilities, infrastructure, and services as required by the Development Agreement. Except as expressly modified herein, the terms and conditions of the Development Agreement remain in full force and effect.

**B. INSUBSTANTIAL MODIFICATIONS:**

1) **Off-Site Traffic Improvements Completion Deadline Modifications.** The Development Agreement requires that Developer shall construct certain off-site roadway improvements as specified in the Development Agreement, Specific Plan, and Mitigation Monitoring and Reporting Program. The Parties agree to modify certain deadlines specified in the Development Agreement and Specific Plan as follows:

<b>Traffic Improvement</b>	<b>Summary Description</b>	<b>Original Development Deadline for Completion of Construction of Improvements</b>	<b>Modified Deadline for Completion of Construction of Improvements</b>
13th Street/Riverside Avenue	Implement signal timing optimization	Prior to the issuance of 1 <sup>st</sup> building permit	The earlier to occur of: (i) prior to issuance of the 350th certificate of occupancy, or (ii) 18 months following issuance of the 1st building permit.
13th Street/Paso Robles Street	Implement signal timing optimization	Prior to the issuance of 1 <sup>st</sup> building permit	
Niblick Road /South River Road	Construct Right turn pocket and extend left turn pocket (WB leg); implement signal timing optimization	Prior to the issuance of 1 <sup>st</sup> building permit	
Creston Road/Scott Street	Install all-way traffic signal	Prior to the issuance of 100 <sup>th</sup> building permit	

The City concludes, on the advice of its consulting traffic engineer, that these traffic improvement completion deadline modifications will not result in any new or substantially more severe significant environmental impacts. For the avoidance of doubt, the building permit and certificate of occupancy unit count milestones set forth in this Operating Memorandum do not include model homes unless and until such model homes are proposed for sale and residential occupancy.

2) **Park Improvements Completion Deadline Modifications.** The Development Agreement requires that Developer shall construct certain parks improvements as specified in the Development Agreement and Specific Plan. The Parties agree to modify certain deadlines specified in the Development Agreement and Specific Plan as follows:

Park Improvement	Summary Description	Original Development Deadline for Completion of Construction of Improvements	Modified Deadline for Completion of Construction of Improvements
Royal Oaks Park	Park upgrades, as Approved by the City's Parks and Recreation Committee	Prior to the issuance of 50 <sup>th</sup> Certificate of Occupancy in Phase 1B	The earlier to occur of: (i) issuance of the 250th certificate of occupancy in the Specific Plan, or (ii) 12 months following issuance of the 1st building permit.
PA-6 Farmstand	Amenity per Specific Plan	Prior to 1 <sup>st</sup> Certificate of Occupancy	
PA-7 Poolhouse	Amenity per Specific Plan	Prior to 50 <sup>th</sup> Certificate of Occupancy	
Turtle Creek Park (PA-14 East)	Mitigation per Specific Plan	Prior to 50 <sup>th</sup> Certificate of Occupancy in Phase 2	
Turtle Creek Park (PA 14 West)	Park upgrades and mitigation per Specific Plan	Prior to the issuance of 50 <sup>th</sup> Certificate of Occupancy in Phase 1B	

**3 Performance Bond Requirement.** Developer agrees it shall deposit with the City, within 30 days of execution of this Agreement, an improvements performance bond, in a form approved by the City Attorney, guaranteeing the faithful delivery and performance of the improvements as specified in this Operating Memorandum and repair any defects. The bond shall expressly obligate the surety to complete the improvements as specified in this Operating Memorandum to the City's satisfaction, if not completed by the Developer as required, regardless of the cost to complete the improvements at that time. If the Developer fails to complete these improvements; or any portion thereof, within the time provided in the Development Agreement, as clarified and modified by this Operating Memorandum, the City may, in its sole discretion and in addition to any other remedy provided in the Development Agreement, this Operating Memorandum, or by law, cause to be forfeited to the City such portion of the improvement security and posted bond given to secure the performance of the improvements or require the surety to complete the improvements and repair any defects. Additionally, in the event Developer defaults in the performance of any of the obligations specified herein, the City may elect to construct the improvements itself. Should the City elect to complete the improvements, it is entitled to recover the full cost and expense of such construction from Developer, Developer's successors and assigns, or from the then owner of the Property, and/or execute on the bonds under the Development Agreement and this Operating Memorandum for such costs. If the City prevails in an action upon any bond posted under this Operating Memorandum, the City shall be entitled to reasonable attorney's fees to be fixed by the court.

**4 Developer's Cost for Off-Site Traffic Improvements Modification.** The Development Agreement requires that Developer pay the City's traffic impact fee at the time of issuance of each certificate of occupancy, at the rate set forth in Exhibit C of the Development

Agreement. The Development Agreement provides that Developer shall be entitled to credit against the City's traffic impact fee, as set forth in Exhibit C of the Development Agreement, for the off-site roadway improvements specified thereon. The City and Developer agree that to the extent Developer's cost for applicable off-site traffic improvements, after subtracting any contribution owed from the Beechwood Project's developers under that separate Development Agreement for the Beechwood Specific Plan recorded on April 14, 2021 in the Official Records of San Luis Obispo County as Document No. 2021028132, exceeds the estimated traffic improvements costs amounts as stated in Exhibit C of the Development Agreement, then the Developers traffic impact fee credits shall be adjusted proportionately to reflect the actual traffic improvements costs, as documented by invoices and other proof of actual costs incurred as approved by the City, subject to a maximum increased credit amount equal to the percentage increase in the City's traffic impact fees, as allowed per Section 2.5.3 of the Development Agreement, between the Effective Date of the Development Agreement and the date of completion of each improvement for which credit is requested.

**5 Default.** Developer agrees that any failure to complete any requirement of this Operating Memorandum as and when required shall constitute a default under the Development Agreement, entitling the City to exercise any and all remedies under the Development Agreement, subject to its notice requirements. The Developer further agrees that any failure to complete any requirement of this Operating Memorandum as and when required shall entitle the City to, at its option, cease issuing any building permits or other subsequent ministerial entitlements, after complying with the notice requirements of Section 6.1 and the emergency working group requirements of Section 6.4.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR CITY:

Date: \_\_\_\_\_  
Ty Lewis, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

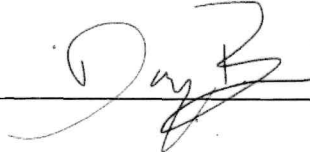
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Special Counsel

*(signatures continued on following page)*

FOR DEVELOPER:

OLSEN RANCH 212, LLC,  
a California limited liability company

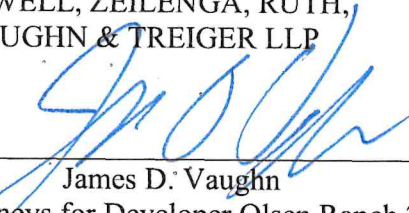
By:  \_\_\_\_\_  
Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

APPROVED AS TO FORM:

STOWELL, ZEILENGA, RUTH,  
VAUGHN & TREIGER LLP

By:  \_\_\_\_\_  
James D. Vaughn  
Attorneys for Developer Olsen Ranch 212, LLC



## MEMORANDUM

Date: January 30, 2023  
To: David Athey, City of Paso Robles  
From: Michelle Matson and Joe Fernandez, CCTC  
Subject: **Vinedo Intersection Mitigation Recommendations**

This memorandum summarizes the traffic operations at the following four intersections where the Vinedo development is required to mitigate impacts:

- 13th Street/Riverside Avenue
- 13th Street/Paso Robles Street
- Creston Road/Scott Street
- Niblick Road/South River Road

Construction of improvements at these intersections are currently required prior to the issuance of the 1st or 100th building permit. Vinedo has requested that the improvements occur prior to issuance of the 350th building permit or 12 months following issuance of the 1st building permit, whichever comes first.

Significant impacts would not occur prior to the 350th unit under Near Term Conditions and we support the proposed mitigation timing. The following section summarizes the intersection analysis.

### INTERSECTION OPERATIONS

**Table 1** summarizes the intersection level of service (LOS) and **Table 2** summarizes the queues. The analysis includes Near Term Conditions without the project, with 350 residential units, and the full plus project scenarios.

**Table 1: Intersection Level of Service**

Near Term and Near Term Plus Project Intersection Auto Levels of Service									
Intersection	Peak Hour	Near Term (NT) <sup>1</sup>		NT+350 units		NT+1293 units <sup>1</sup>		NT+1293+School <sup>1</sup>	
		Delay <sup>2</sup>	LOS	Delay <sup>2</sup>	LOS	Delay <sup>2</sup>	LOS	Delay <sup>2</sup>	LOS
8. 13th St/Riverside Ave	AM	27.8	C	28.4	C	29.9	C	30.6	C
	PM	47.5	D	48.6	D	51.4	D	51.7	D
9. 13th St/Paso Robles St	AM	14.2	B	14.3	B	14.6	B	14.7	B
	PM	19.6	B	19.8	B	20.8	C	20.8	C
13. Creston Rd/Scott St	AM	2.4 (32.1)	- (D)	2.7 (35.0)	- (E)	3.6 (44.9)	- (E)	4.1 (51.5)	- (F)
	PM	4.1 (52.6)	- (F)	<b>4.8 (61.8)</b>	<b>- (F)</b>	<b>7.4 (97.6)</b>	<b>- (F)</b>	<b>8.1 (105.9)</b>	<b>- (F)</b>
19. Niblick Rd/South River Rd	AM	37.6	D	40.4	D	49.2	D	53.2	D
	PM	39.4	D	40.0	D	43.6	D	44.2	D

1. Intersection analysis obtained from the Olsen-Chandler Specific Plan Transportation Impact Analysis (CCTC, 2019).  
2. HCM 6th average control delay in seconds per vehicle. For side-street-stop controlled intersections the worst approach's delay is reported in parentheses next to the overall intersection delay.  
**Note: Unacceptable operations (LOS deficiency and/or signal warrants met) shown in bold text.**



**Table 2: Intersection Queues**

Near Term and Near Term Plus Project Queues							
Intersection	Movement	Storage Length (ft)	Peak Hour	Near Term (NT) <sup>2</sup>	95th Percentile Queues (ft) <sup>1</sup>		
					NT+350 units	NT+1293 units <sup>2</sup>	NT+1293+ School <sup>2</sup>
8. 13th St/Riverside Ave	WBL	125	AM PM	328 268	328 268	328 268	332 268
	WBT	295	AM PM	316 372	327 380	350 398	356 401
9. 13th St/Paso Robles St	NBL	130	AM PM	216 233	216 233	216 233	216 233
	NBR	110	AM PM	57 285	57 287	57 290	57 290
	EBL	120	AM PM	88 109	88 109	88 109	88 109
	EBT	295	AM PM	251 435	253 448	260 479	267 482
13. Creston Rd/Scott St	SBL	60	AM PM	5 8	5 8	5 10	8 10
	WB	-	AM PM	48 88	55 100	78 143	90 150
19. Niblick Rd/South River Rd	NBL	150	AM PM	#359 221	#368 224	#392 #244	#401 #246
	SBL	110	AM PM	#329 191	#336 207	#358 #271	#385 #277
	EBL	140	AM PM	74 148	74 148	74 148	74 148
	WBL	80	AM PM	126 132	135 137	#157 151	#174 154
1. Queue length that would not be exceeded 95 percent of the time.							
2. Intersection analysis obtained from the Olsen-Chandler Specific Plan Transportation Impact Analysis (CCTC, 2019).							
# indicates that 95th percentile volume exceeds capacity, queue may be longer. <b>Bold indicates queue length longer than storage length.</b>							

The addition of 350 residential units under Near Term Conditions increases queues by less than one vehicle, an insignificant impact. At Creston Road/Scott Street, the traffic signal warrant would not be met prior to the 350th residential unit. Significant impacts would not occur prior to the 350th unit under Near Term Conditions and we support the proposed mitigation timing.

## REFERENCES

California Department of Transportation. 2014, Revision 6. California Manual on Uniform Traffic Control Devices.

Central Coast Transportation Consulting (CCTC). July 2019. Olsen-Chandler Specific Plan – Paso Robles Administrative Draft Transportation Impact Analysis

Institute of Transportation Engineers (ITE). 2021. Trip Generation Manual, 10th Edition.

Transportation Research Board. 2017. Highway Capacity Manual, 6th Edition.

## ATTACHMENTS

Synchro Analysis