



Staff Report

May 23, 2019

TO: Honorable Mayor and Members of the Town Council
FROM: Sean Rabé, Town Manager
DATE: May 23, 2019
RE: Debris Cleanup Costs Reimbursement for 3800 Taylor Road

Recommendation

Staff recommends that Council authorize the reimbursement of \$58,000 in costs expended in the debris cleanup at 3800 Taylor Road.

Issue Statement and Discussion

As Council is aware, the Town owns the property located at 3800 Taylor Road (former WW Moulding site). As part of the ongoing purchase negotiations on the property, the Town approved a Right of Entry (Attachment B) for Paris to clean up the debris left onsite by the previous tenant. The cost of that cleanup was \$58,000, per the attached invoice and payment check. The Town now needs to reimburse Paris for the cleanup costs.

CEQA Requirements

None.

Financial and/or Policy Implications

\$58,000, to be paid from excess revenue over expenditures in Fiscal Year 2018-19.

Attachments

- A. Invoice and Payment Check
- B. Right of Entry

Invoice

Granite Bay Excavating, Inc.
Granite Bay, CA 95746
Phone/Fax 916 652 5970

Date	Invoice #
5/10/19	19-4951

RECEIVED
 MAY 13 2019

Bill To

Job Site

Scott Paris Enterprises, Inc.
 P.O. Box 2280
 Loomis, CA 95650

3800 Taylor Rd.
 Loomis, CA 95650

TOWN OF LOOMIS

Terms	Rep
	mrs

Serviced	Description	Qty	Rate	Amount
5/10/19	Removed and disposed of all trash and debris. Broke out all concrete and asphalt around the building and hauled to the recycle yard. Removed all marked trees and hauled to recycle yard.	1	58,000.00	58,000.00

Paul Clark 1565
5/13/19

Thank you for the opportunity to be of service

Total \$58,000.00

Granite Bay Excavating, Inc.

info@granitebayexcavating.com

Balance Due \$58,000.00

1565

Scott Paris Enterprises, Inc.

dba PARIS LANDSCAPES

dba HIGH HAND CAFE

dba HIGH HAND NURSERIES

P.O. Box 2280 Loomis, CA 95650 (916) 660-1117



FIRST NORTHERN BANK
2270 Douglas Blvd Ste. 100
Roseville, CA 95661
90-515/1211

5/13/2019

PAY TO THE ORDER OF Granite Bay Excavating

\$ **58,000.00

Fifty Eight Thousand and 00/100 ***** DOLLARS

Granite Bay Excavating

Scott Paris
AUTHORIZED SIGNATURE



Scott Paris Enterprises, Inc.

1565

Granite Bay Excavating
Repairs & Maintenance - Bldg.:Building I

5/13/2019

58,000.00

Business Checking -

58,000.00

Scott Paris Enterprises, Inc.

1565

Granite Bay Excavating
Repairs & Maintenance - Bldg.:Building I

5/13/2019

58,000.00

Business Checking -

58,000.00

TEMPORARY RIGHT OF ENTRY LICENSE

This Temporary Right of Entry License ("License") is entered into as of April 22, 2019 ("Effective Date"), by and between the **Town of Loomis**, a municipal corporation ("Town"), and Scott Peris Enterprises, a California Corporation (the "Developer").

RECITALS

A. The Town is the owner of a certain parcel of real property containing existing structures located at 3800 Taylor Road, in Loomis, California (the "Property"), a depiction of which is attached hereto and incorporated in as **Exhibit A**.

B. The Town and Developer are currently negotiating the terms of a lease for Developer to lease the Property from the Town. Developer desires to enter the Property prior to completion of the lease negotiations in order to begin cleanup operations of certain debris located on the Property, including but not limited to electronic equipment, wood waste, drums and containers, and other debris on the Property and within structures on the Property (collectively, the "Debris"), and the Town desires to temporarily provide access to and use of the Property to Developer for such cleanup purposes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between the parties, Town and Developer agree as follows:

AGREEMENT

1. **Grant of License.** The Town hereby grants Developer a temporary license for the purposes of performing the Permitted Activities described in Section 2 below, subject to the conditions, stipulations and provisions stated in this License. Developer is prohibited from doing any activity on the Property that is not expressly stated to be one of the Permitted Activities.
2. **Permitted Activities.** Developer is permitted to undertake the following activities (the "Permitted Activities") on the Property:
 - a. Cleanup and removal of the Debris scattered throughout the Property and structures, including, but not limited to the following:
 - (i) Removal of non-protected trees (as defined in the Town's tree ordinance);
 - (ii) Containers (including drums) of known paint and waste oil on the property shall be taken to a landfill/recycling facility;
 - (iii) Electronic equipment (i.e. computers, monitors, etc.) shall be taken to an e-waste facility;
 - (iv) Treated wood waste shall be taken to an approved Regional Water Quality Control Board (RWQCB) treated wood waste landfill; and
 - (v) Any unlabeled drum containers on the property shall be delivered to the Town's corporations yard for disposal.

3. **Restrictions on Use.** The Town has received a Phase I Environmental Site Assessment Report for the Property from Geocon Consultants, Inc. ("Geocon") dated February 2019 which describes potential environmental contamination on the Property, and which has been provided to Developer. The potential contamination concerns are: (1) diesel-impacted soil and groundwater in the area of the former diesel aboveground storage tank in the area shown on the map attached hereto and incorporated herein as Exhibit A; (2) stained soil around the drum south of the former mill building shown on Exhibit A; (3) possible heavy metals associated with railroad ballast materials, embankment fill, and from metals in pesticides used for weed control on the railroad spur tracks existing on the Property; and (4) possible asbestos-containing materials and/or lead paint in some of the structures, given their age.

As such, Developer shall not do any of the following:

- a. Enter the areas shown on Exhibit A, labeled "Diesel Impacted Soil" and "Stained Soil";
- b. Excavate any areas on the Property; and
- c. Disturb or remove any potential lead paint or asbestos-containing materials in any of the structures.

4. **Term.** This License shall begin on the Effective Date and shall terminate on the earlier of the execution of a lease between the Town and Developer, or September, 2019.

5. **Permits Required.** Developer and its employees, contractors and agents shall comply with, and shall assure the compliance of invitees with, all laws, statutes, ordinances and regulations that are applicable to any of its activities upon the Property, whether or not Permitted Activities, including and without limitation to, obtaining all approvals, permits and licenses required for such activity.

6. **Inspection of Property.** Developer and its employees, contractors, and agents have inspected the Property and represent to the Town that they are aware of or will make themselves aware of any dangerous conditions on the Property, whether or not readily discoverable. Developer accepts the Property in its present condition, and agrees that it will make the Property safe for any activity under its care and control on the Property, whether or not Permitted Activities, and that the Town is not and shall not be obligated to make the Property safe or suitable for use by Developer or for anyone on the Property at the invitation or sufferance of Developer, or otherwise to prepare the Property or access to the Property in any manner whatsoever. Developer has been given the opportunity to study the suitability of the Property, and has concluded, in its sole discretion, that it shall accept the Property in its present condition, with all faults and conditions. The Town makes no representations as to the suitability of the Property for the use proposed by Developer.

7. **Repair and Restoration of Property.** Upon the completion of the Permitted Activities, Developer shall leave the Property in the same condition as it existed when the License commenced, less the Debris. Developer shall immediately repair, at its expense, any and all damage to the Property caused by Developer's use thereof pursuant to this License. Unless a lease is entered into between the parties, upon termination of this License, Developer shall remove all personal property from the Property. Should any personal property be left on the Property beyond the term provided in this License, the Town shall have the right, without notice,

to sell, destroy, or otherwise dispose of such property or to remove and store such property at Developer's expense unless a lease is entered into between the parties.

8. **Liens.** Developer shall pay in full all persons who perform labor or provide materials for the Permitted Activities. Developer shall not permit or suffer any mechanic's liens of any kind or nature to be enforced against the Property for any work performed by Developer pursuant to this License. Developer shall indemnify and hold harmless the Town from and against any and all liens, claims, demands, costs or expenses whatsoever arising out of or related to such labor performed or materials furnished. This indemnity shall survive the expiration of this License.

9. **Limited Liability; Developer' Property.** The Town does not assume, by this License or otherwise, any responsibility for, or to protect against, any loss, damage, theft or vandalism of any property or material which Developer, or anyone at the direction of Developer, may place upon the Property.

10. **Indemnification.** Developer agrees to and shall, indemnify, defend and hold harmless the Town, its officers, council members, board members, employees and agents from all demands, claims, losses, damages, including property damage, personal injury, including death, costs (including attorney fees), arising out of or directly or indirectly connected in any way whatsoever with the use of, or activity on, the Property pursuant to this License by Developer, its employees, agents, consultants, contractors, invitees, and anyone acting on Developer's behalf or at Developer's request, except those matters caused by the sole active negligence of the Town. This indemnity shall survive the expiration of this License.

11. **Limitation of Liability.** No director, officer, shareholder, employee, adviser or agent of the Town shall be personally liable in any manner or to any extent under or in connection with this License. In no event shall the Town, or any of its directors, officers, shareholders, employees, advisers or agents be responsible for any consequential damages suffered or incurred by Developer, including, without limitation, on account of lost profits or the interruption of Developer's business.

12. **Insurance.** Developer and any contractor shall take out and maintain at all times during the term of this License comprehensive general public liability insurance or self-insurance with liability limits of not less than One Million (\$1,000,000) Dollars combined single limits, insuring against claims for personal injury and property damage that may occur, upon or about the Property, which insurance shall name the Town, its officers, agents, council members, and employees as additional insureds. Such insurance shall be primary insurance as to the Town without contribution by the Town's other insurance policies or its self-insured retention.

No rights are granted by this License unless and until an endorsement of such insurance, as well as endorsements for automobile liability and workers' compensation insurance pursuant to the California Labor Code, in a form and by a carrier approved by the Town, is provided. The endorsement shall provide that such insurance may not be cancelled or materially amended without at least thirty (30) days prior written notice to the Town.

13. **Waiver.** A waiver by the Town of any breach of the terms or conditions of this License shall not be construed as a further waiver of the same or any other term hereof.

14. **Attorney's Fees; Venue.** In any legal action brought by either party to enforce the terms of this License, the prevailing party is entitled to all costs incurred in connection with such an action, including, reasonable attorneys' fees. California law shall be applied in any such action, which must be brought in Placer County.

15. **Assignment.** This License shall not be assigned. Any purported assignment of this License or of any interest in this License shall be void and of no effect.

16. **Integration.** This License between the parties contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this License shall be of no force and effect except as to subsequent modifications in writing signed by both the parties.

17. **Authority to Execute.** Each party represents that it has authority to execute this License.


18. **Counterparts.** This License may be executed in two (2) or more original and/or facsimile counterparts, each of which shall be deemed an original, and when taken together shall constitute one single contract between the parties.

IN WITNESS HEREOF, the parties hereto have executed this License effective as of the Effective Date set forth above.

TOWN:

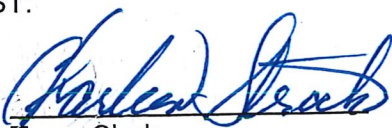
Town of Loomis,
a municipal corporation

By:


Sean Rabe, Town Manager

ATTEST:

By:


Town Clerk

APPROVED AS TO FORM:

By:


Town Attorney

DEVELOPER:

Scott Paris, Ent
a California corp.

By: Scott Paris
Name: SCOTT PARIS
Title: own

