

**PUBLIC NOTICE**  
**LEUCADIA WASTEWATER DISTRICT**

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NOTICE IS HEREBY GIVEN that on July 9, 2025, the Board of Directors of the Leucadia Wastewater District held a public hearing to consider adoption of Ordinance 149 which approves a Reimbursement Agreement for SCOTT AND KATHLEEN ALDERN ("DEVELOPER") and provides for collection of a reimbursement fee from properties benefited by sewer facilities constructed by Developer. Following the public hearing, Directors Elaine Sullivan, Rolando Saldana, Matthew Brown, Chris Roesink, and Robert Pacilio voted to adopt Ordinance No. 149. The properties and reimbursement fee schedule are set forth below and complete copies of the Ordinance and Reimbursement Agreement are available for review at the District office.

**ORDINANCE NO. 149**

**AN ORDINANCE OF THE LEUCADIA WASTEWATER DISTRICT  
APPROVING REIMBURSEMENT AGREEMENT FOR  
SCOTT AND KATHLEEN ALDERN**

**BE IT ORDAINED** by the Board of Directors of the Leucadia Wastewater District as follows:

**Section 1. Approval.** The Reimbursement Agreement by and between the Leucadia Wastewater District and Scott and Kathleen Aldern, attached hereto as Exhibit A ("Reimbursement Agreement"), is approved by the District Board of Directors.

**Section 2. Reimbursement Connection Fee.** A Reimbursement Connection Fee in accordance with the terms of the Reimbursement Agreement is hereby approved.

**Section 3. Execution and Implementation.** The General Manager shall execute the Reimbursement Agreement on behalf of the District and take all other actions necessary to carry out its terms.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of Leucadia Wastewater District held July 9, 2025 by the following vote:

**AYES:** Saldana, Brown, Pacilio, Sullivan, Roesink

**NOES:** None.

**ABSENT:** None.

**ABSTAIN:** None.



Rolando Saldana  
President

**ATTEST:**



Paul J. Bushee  
General Manager

## REIMBURSEMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Leucadia Wastewater District, a County Water District, organized and existing under Division 12 of the California Water Code ("DISTRICT") and Scott and Kathleen Aldern ("DEVELOPER").

### R-E-C-I-T-A-L-S

1. DEVELOPER owns property in San Diego County within the service jurisdiction of DISTRICT: 1143 Eolus Avenue, Encinitas, CA 92024.

2. DEVELOPER desires service to its property from DISTRICT. As a condition of providing service, DISTRICT required that DEVELOPER extend existing facilities and/or oversize facilities to meet DISTRICT standards for sewer service and provide for service to other property owners within the area near DEVELOPER's property.

3. DEVELOPER has constructed facilities pursuant to DISTRICT direction and the Leucadia Wastewater District Agreement to Improve Subdivision Sewers dated August 16, 2023 ("Agreement to Improve Sewers") between DISTRICT and DEVELOPER as shown on the plans and specifications prepared by Josh Ziegler with Spear & Associates, Inc. and identified as City of Encinitas, Public Improvement Plans for 1143 Eolus Avenue APN 254-392-17.

4. DISTRICT and DEVELOPER, by this Agreement, desire to enter into a reimbursement contract in accordance with the provisions of the DISTRICT's Standard Specifications for Privately Constructed Wastewater Facilities ("Standard Specifications").

### C-O-V-E-N-A-N-T-S

5. Conditions Precedent to Execution of Agreement. The sewer facilities subject to this Agreement ("new facilities") shall be completed in accordance with the Agreement to Improve Sewers and all other DISTRICT rules and regulations prior to execution of this Agreement. As a further condition precedent to DISTRICT's obligation to execute this Agreement, DEVELOPER agrees to provide in a form acceptable to DISTRICT all documents DISTRICT deems necessary for acceptance and acquisition of facilities that are intended for dedication to DISTRICT. Documents shall include, but are not limited to: Easements, grants of fee interests, subordination agreements and recorded notices of completion. Notices of completion shall be recorded by DEVELOPER.

6. Administrative Costs. Concurrent with execution of this Agreement, DEVELOPER shall pay the DISTRICT all administrative costs attributable to the establishment of this Agreement, including, but not limited to, engineering, legal and administrative staff time to calculate reimbursement amounts and finalized the terms of this Agreement. These Administrative costs shall not be reimbursed, and DEVELOPER shall not be required to pay the DISTRICT any additional administrative fees for this Agreement.

7. Reimbursable Costs. Reimbursable costs consist of the actual cost to design and construct the new facilities ("Project Costs"), less the portion attributable to providing sewer service to DEVELOPER's property ("Reimbursable Costs"), as determined by the DISTRICT and shown on Exhibit A ("Location Map") and Exhibit B ("Reimbursable Costs"), attached hereto. Reimbursable Costs are limited to costs the DISTRICT has determined are reasonably related to new facilities.

8. Term. The term of this Agreement and DISTRICT's obligation to reimburse DEVELOPER shall expire ten (10) years from the Agreement's Effective Date. Thereafter, DISTRICT shall have no further obligation to reimburse DEVELOPER. During the last year of the initial Agreement term, DEVELOPER may request an extension of the Agreement term in accordance with the general District Ordinance governing reimbursement agreements, Ordinance 117, as may be amended from time to time. The request must be in writing and be received by the District at least ninety (90) days before the expiration date of the Agreement. The District will consider the request in good faith taking into consideration, among other things, whether DEVELOPER has complied with the terms of the AGREEMENT during the initial term, the administrative burden of prior reimbursement fee collection and distribution efforts, and the likelihood that additional reimbursement payments would be made during an extended term.

9. Reimbursement. During the ten (10) year term of this Agreement, and if extended, during the extended term of this Agreement, subject to DISTRICT's actual ability to collect such costs, DISTRICT shall charge property owners who utilize the new facilities their proportionate share of the Reimbursable Costs plus three percent (3%) interest per annum, simple, non compounding, from the effective date of this Agreement ("Reimbursement Fee"). The Reimbursement Fee for each property owner has been determined by the DISTRICT, using its best estimate of the number of parcels and equivalent dwelling units ("EDUs") that could utilize the new facilities. The DISTRICT's determination of what properties will be subject

to a Reimbursement Fee and the estimated amount each will be charged is set forth on Exhibit B. The DISTRICT shall also charge an administrative fee equivalent to 5% of the Reimbursement Fee charged to a property owner, which shall be paid to the DISTRICT. The Reimbursement Fee and administrative fee shall be in addition to the standard fees charged by the DISTRICT for new service. Reimbursement Fees actually collected shall then be distributed to DEVELOPER. Reimbursement Fees paid to the DISTRICT shall not accrue additional interest. Payment of interest to DEVELOPER shall be limited to interest received from property owners as part of their Reimbursement Fee. In the event DISTRICT reimburses DEVELOPER its share of the total Reimbursable Costs prior to the end of the Agreement term, DISTRICT's obligation to reimburse the DEVELOPER shall terminate.

10. Termination. In the event of termination of this Agreement, DEVELOPER shall have no further interest or right of reimbursement from DISTRICT and all revenues subsequently received by DISTRICT shall be the sole property of DISTRICT.

11. Records. DEVELOPER warrants that DEVELOPER has kept accurate records of the actual construction costs, according to accepted engineering and accounting principles. DEVELOPER has provided such records to the DISTRICT offices for inspection as requested by DISTRICT.

12. Warranties. DEVELOPER further warrants that there are no liens, stop notices or claims against the project; that the legal time for filing any such claims, notices or liens has expired; and agrees to defend, indemnify and hold DISTRICT harmless for any or all such liens, notices or claims.

13. Reimbursement Payments. Reimbursement checks shall be hand delivered or be mailed to DEVELOPER at the address provided pursuant to Paragraph 15.8 of this Agreement within ninety (90) days of receipt by DISTRICT. In the event a reimbursement check is not cashed within ninety (90) days of hand delivery or mailing, it shall be deemed unclaimed and the DISTRICT shall have the right to retain the payment and shall have no further obligation to pay the DEVELOPER. Further, if a payment mailed to the most current address provided to the DISTRICT in accordance with Paragraph 15.8 is returned to the DISTRICT because the address is no longer valid and the DEVELOPER fails to provide a change of address in accordance with Paragraph 15.8 or personally appear at the DISTRICT office to claim the payment within an additional ninety (90) days, the DISTRICT shall have the right to retain the DEVELOPER's proportionate share and shall have no further obligation to pay DEVELOPER.

14. No Guarantees. DEVELOPER understands and acknowledges that that DISTRICT will not compel property owners to utilize the sewer facilities. Further DISTRICT cannot guarantee that DISTRICT will be able to collect Reimbursable Costs from all property owners who connect to the facilities. DISTRICT agrees to make reasonable efforts to collect costs from new connections. Further, DEVELOPER understands that the Reimbursement Fee calculated by DISTRICT may not reflect the number of properties that will ultimately utilize the sewer facilities. The number of users could be more or less than DISTRICT estimates, and DISTRICT does not warrant or promise that DEVELOPER will recover all Reimbursable Costs.

15. Miscellaneous Provision.

15.1 Applicable Law. This Agreement and any disputes relating to this Agreement shall be construed under the laws of the State of California.

15.2 Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the parties agree that venue shall lie only in the federal or state courts in or nearest to the North County Judicial District, County of San Diego, State of California.

15.3 Attorney's Fees. In the event a lawsuit to enforce or interpret the terms of this Agreement is brought by either party, the prevailing party shall be entitled to all reasonable attorney's fees and costs in addition to any other relief granted by law.

15.4 Assignment. DEVELOPER shall not be entitled to assign all or any portion of its respective rights or obligations as specified in the Agreement without obtaining the prior written consent of the DISTRICT. Any purported assignment without the DISTRICT's prior written consent shall be void.

15.5 Entire Agreement. This Agreement, together with all exhibits attached hereto, contains all representations and the entire understanding regarding reimbursement between the parties. No other representations are intended or shall be implied. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and any exhibits to this Agreement. However, this Agreement does not supersede other DISTRICT ordinances and agreements

relating to DEVELOPER's construction of sewer facilities, including among other things, the DISTRICT Standard Specifications and the Agreement to Improve Sewers.

15.6 Personal Nature of Agreement and Binding Effect. This Agreement is personal and does not run with the land. The transfer or sale of any DEVELOPER property does not alter the DEVELOPER's right of reimbursement. Further the terms of this Agreement are binding on all successors, heirs and assigns, and they must also comply with the terms of this Agreement, including provisions regarding assignment in Paragraph 15.4 and Notice in Paragraph 15.8.

15.7 Unenforceable Provision. The terms, conditions and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provisions of the Agreement as so interpreted are held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

15.8 Notices. All reimbursements, letters, statements or notices required pursuant to this Agreement shall be deemed effective upon posting in the United States mail to the following addresses:

TO DISTRICT:

Attention: General Manager  
Leucadia Wastewater District  
1960 La Costa Avenue  
Carlsbad, CA 92009

TO DEVELOPER:

Scott and Kathleen Aldern  
1143 Eolus Avenue  
Encinitas, CA 92024

The addresses above shall be presumed correct, unless a party is notified in writing of a change. Any change of address notice shall clearly state that it is intended to replace the address set forth in Paragraph 15.8 of this Agreement. Further, notice of an address change shall not be valid unless it has been delivered personally to the DISTRICT or by way of certified mail that has been signed and acknowledged by the DISTRICT.

15.9 Effective Date. This Agreement and the Reimbursement Fees it authorizes shall become effective as of July 9, 2025 ("Effective Date"), upon the adoption of a DISTRICT ordinance approving the Agreement and its execution by the parties.

"DISTRICT"

BY: 

BY: \_\_\_\_\_

"DEVELOPER"

BY:  6/13/2025

BY:  6/13/2025

NOTARY REQUIRED

*See Attached.*

EXHIBIT A  
REIMBURSEMENT AGREEMENT FOR 1143 EOLUS AVENUE  
LOCATION MAP



**EXHIBIT B**  
**REIMBURSEMENT AGREEMENT FOR 1143 EOLUS AVENUE**  
**REIMBURSEMENT TABLE**

Development Property (Parcel A) Address: 1143 Eolus Avenue

Project Costs: \$197,569.41

Reimbursable Costs: \$148,177.05

Exhibit A Parcel	Assessor Parcel No	Encinitas Zoning	Approx. Acres	Est. EDU's	Share of Project Cost	Amount to Reimburse Parcel A
A	254-392-17	R3	0.44	1	\$49,392.35	-
B	254-392-18	R3	0.63	1	\$49,392.35	\$49,392.35
C	254-391-38	R3	0.31	1	\$49,392.35	\$49,392.35
D	254-391-34	R3	0.45	1	\$49,392.35	\$49,392.35
Total	-	-	1.83	4	\$197,569.40	\$148,177.05

Notes:

- (1) The Estimated Reimbursement Fee is calculated by dividing the Reimbursable Portion of the Project Costs by the assumed number of EDUs per parcel that could connect to the new facilities. Current calculations assume a total of 4 eligible EDUs.
- (2) Reimbursement Fees shall include interest at the rate of three percent (3%) per annum from the Effective Date
- (3) Once a Reimbursement Fee has been paid, it is final and not subject to adjustment. However, if during the term of this Agreement, the number of eligible EDUs increases due to a parcel split or other circumstance, then the Reimbursement Fee may be adjusted for new connections by dividing the balance of unpaid Reimbursable Costs by the revised estimate of eligible EDUs that still could connect to the sewer system. Such adjustments shall only be made for new connections to the sewer system. No adjustments to past reimbursements will be made.