

**SUBDIVIDER REIMBURSEMENT AGREEMENT**

**(CSA Zone Formation)**

This agreement is made and entered into this 9<sup>th</sup> day of April, 2019, by and between the County of Fresno, a political subdivision of the State of California (County), and WC Millerton Developers, Inc., a California corporation (SUBDIVIDER) doing business at 1446 Tollhouse Rd #103, Clovis, CA 93611

**Recitals**

WHEREAS, SUBDIVIDER is the sole landowner of the land encompassed by Tentative Tract No. (TT) 4934, within County Service Area 34 (Millerton New Town) (CSA 34); and

WHEREAS, SUBDIVIDER, in an effort to satisfy conditions of approval for TT 4934, asks the County to undertake proceedings to form zone F of CSA 34, in which the County is proposed to provide services consistent with the Millerton Specific Plan and the Millerton New Town Infrastructure Plan, which services shall include those shared with all of the zones within CSA 34, namely, water contract administration and lake pump ready-to-serve maintenance, and operation and maintenance of shared-use water treatment and delivery services and sewer treatment and collection services, and which services may also include, without limitation, water delivery services and sewer collection services, street lighting, public right-of-way landscape maintenance, and road maintenance within the area defined by TT 4934; and

WHEREAS, the County's Master Schedule of Fees, Section 3750.12, requires the County to recover the County's costs involved in project implementation, such as establishing revenue (such as special taxes, benefit assessments, user fees, property-related fees, or some combination of any or all of those) for a new zone in a County Service Area (CSA), which requires public proceedings (such as those required by Proposition 218), through the execution of a reimbursement agreement with the project proponent;

**The parties therefore agree as follows:**

**I. Duties of SUBDIVIDER**

1           A.       SUBDIVIDER shall pay to the County the County's actual cost to carry out the  
2 proceedings described in section II.B., below, which are collectively defined in that section as  
3 the "Project". SUBDIVIDER understands and acknowledges that the County makes no  
4 guarantee regarding the results of those proceedings.

5           B.       Upon execution of this agreement, SUBDIVIDER shall deposit with the County,  
6 the sum of **Ten Thousand Dollars (\$10,000)**, which is the initial deposit for all costs of the  
7 Project. SUBDIVIDER understands and acknowledges that the actual cost of the Project may  
8 exceed the amount of that initial deposit.

9       **II.       Duties of the County**

10          A.       The County shall receive the SUBDIVIDER's initial deposit under section I.B.,  
11 above, and apply it as needed to the costs of the Project.

12          B.       The County shall undertake proceedings under Article 8 (Government Code  
13 sections 25217 through 25217.4) of the County Service Area Law to form Zone F and shall give  
14 all notices, conduct all hearings, and process all documents necessary to complete that  
15 proceeding (collectively, "Project"). The County makes no guarantee regarding the result of  
16 those proceedings.

17          C.       The County shall keep accurate records of the actual cost to complete the  
18 Project.

19          D.       If the SUBDIVIDER requests, the County will provide an accounting of the cost of  
20 the Project.

21          E.       If the County in its sole discretion determines that the cost of the Project will  
22 exceed the initial deposit, the County will in writing request additional payment from  
23 SUBDIVIDER, which SUBDIVIDER shall pay within seven (7) days of receiving the County's  
24 written request; or the County in its sole discretion may proceed with the Project and bill  
25 SUBDIVIDER monthly for actual costs incurred for the Project during the prior month, and  
26 SUBDIVIDER shall pay the County within the seven (7) days of receiving each invoice.

27          F.       If SUBDIVIDER fails to make any payment or deposit required by the County  
28 under this agreement, the County in its sole discretion may terminate this agreement, the

1 Project, or both. SUBDIVIDER is not entitled to refund of any payment or deposit if the County  
2 terminates this agreement, the Project, or both.

3 H. If the actual cost of the Project is less than the sum total of SUBDIVIDER's  
4 deposits under this agreement, the County will refund to SUBDIVIDER the amount remaining  
5 from those deposits after the actual cost of the Project is paid.

6 **III. Termination**

7 The County and SUBDIVIDER shall proceed with due diligence to perform their  
8 respective obligations under this agreement. This agreement may be terminated without cause  
9 at any time by SUBDIVIDER upon thirty (30) calendar days' written notice. If SUBDIVIDER  
10 terminates this agreement, SUBDIVIDER shall compensate the County for all Project costs  
11 incurred up to the date of termination.

12 **V. Severability**

13 If any part of this agreement is determined by a court of competent jurisdiction to be  
14 invalid or unenforceable, then this agreement shall be construed as not containing the invalid or  
15 unenforceable provision or provisions, and all other provisions of this agreement shall remain in  
16 full force and effect, and to this end the provisions of this agreement are hereby declared to be  
17 severable.

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1 The parties are signing this agreement on the date stated in the introductory clause.

2 WC Millerton Developers, Inc., a California  
3 Corporation:

4 BY: 

COUNTY OF FRESNO:

5 Josh Peterson, President  
6 Print Name & Title

BY:   
STEVEN E. WHITE, DIRECTOR,  
DEPARTMENT OF PUBLIC WORKS  
AND PLANNING

7 1446 Tollhouse Rd #103 Clovis, CA  
8 Mailing Address 93611

9 FOR ACCOUNTING USE ONLY

10 Department of Public Works and Planning

11 CSA No. 34 Millerton New Town  
Fund: 0830  
12 Subclass: 16000  
Org, No. 9174  
Account No.: 5068  
13 Account No.: 7295

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