

EXHIBIT "A"

Project No. _____

REIMBURSEMENT AGREEMENT

This Agreement is made and entered into this 16 day of October 2015, by and between the County of Fresno, a political subdivision of the State of California (County), and Michael Pierce and Gina Pierce, husband and wife (Applicant).

WITNESSETH

WHEREAS, the Applicant is the sole landowner within zone CA of County Service Area (CSA) 35; and

WHEREAS, the Applicant desires to dissolve zone CA of CSA 35, which is a zone formed to provide road maintenance within the area defined by Parcel Map 7873; and

WHEREAS, the County's Master Schedule of Fees, Section 2580.2(d), requires the County to recover the County's costs involved in changing the boundary of CSA 35, and zones within CSA 35, including the dissolution of zones, through the execution of a reimbursement agreement between the Applicant and the County; and

WHEREAS, to effectuate the recovery of those costs, the County's Board of Supervisors, on March 3, 2009, adopted Resolution 09-079 authorizing the Director of Public Works and Planning, to execute on behalf of the County a reimbursement agreement with the Applicant to recover the County's costs for CSA 35 boundary changes, including zone dissolutions.

NOW, THEREFORE, in consideration of the mutual acknowledgments, covenants, and conditions herein contained, it is agreed as follows:

I. DUTIES OF THE APPLICANT

A. The Applicant shall pay to the County the County's actual cost of the Project (defined in section II.A. below).

B. Upon execution of this Agreement, the Applicant shall deposit with the County the sum of **Five Thousand Dollars (\$5,000.00)** which is the deposit required to establish a trust account with the County to cover estimated costs of the Project. The initial deposit may not be representative of the actual costs of the Project.

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II. DUTIES OF THE COUNTY

A. The County shall undertake a proceeding to dissolve zone CA of CSA 35 in accordance with Title 3, Division 2, Part 2, Chapter 2.5, Article 8 (commencing with Section 25217) of the California Government Code, and process and review all documents necessary to that proceeding (collectively, the Project).

B. The County shall keep accurate records of its actual cost incurred to complete the Project.

C. The County will provide to the Applicant, upon request of the Applicant, an accounting of time and expenses involved in the Project.

D. The County may request, if it becomes evident that County costs will exceed the initial deposit, an additional deposit, or at the County's discretion, proceed with the Project and bill the Applicant on a monthly basis, and the Applicant shall make payment to the County within the seven (7) days of receipt of each invoice.

E. If the Applicant fails to make any payment or deposit requested by the County, the County may terminate this Agreement.

F. The parties acknowledge that the actual cost of the Project may exceed the initial deposit of \$5,000.00.

G. If the County's actual cost to carry out the Project is less than the Applicant's deposits, the County will refund to the Applicant those funds remaining from the Applicant's deposits after the actual cost of the Project is reconciled.

III. TERMINATION

The County and the Applicant shall proceed with due diligence to perform their respective obligations under this Agreement. This AGREEMENT may be terminated without cause at any time by the APPLICANT upon thirty (30) calendar days' written notice. If the APPLICANT terminates this AGREEMENT, the COUNTY shall be compensated for services satisfactorily completed to the date of termination.

IV. COMPLIANCE WITH LAWS

The Applicant shall comply with all Federal, State, and Local laws, ordinances, and

regulations applicable in the performance of services or work.

V. SEVERABILITY

Should any part of this AGREEMENT be determined to be invalid or unenforceable, then this AGREEMENT shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this AGREEMENT are hereby declared to be severable.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed as of the day and year first above written.

COUNTY OF FRESNO

DATE: 10/16/15

BY: Alan Weaver
Alan Weaver, Director
Department of Public Works and Planning

DATE: 10-5-15

BY: Michael Pierce
Michael Pierce, Property Owner/Developer

DATE: 10-5-15

BY: Gina Pierce
Gina Pierce, Property Owner/Developer

ORG: 4510
FUND: 2400
SUBCLASS: 34132
ACCOUNT: 1450

Exhibit "B"

PROPERTY OWNER PETITION TO DISSOLVE ZONE "CA" OF COUNTY SERVICE AREA NO. 35 (CSA 35)

The undersigned hereby petition the Fresno County Board of Supervisors for approval to dissolve Zone "CA" of County Service Area No. 35, and stipulate as follows:

1. This proposal for dissolution is made pursuant to Chapter 2.5, Article 8 of the California Government Code and by Fresno County Department of Public Works and Planning policy.
2. Zone "CA" was formed on November 25, 2003 for the purpose of maintaining local roads within the Zone through property owner assessments. If Zone "CA" is dissolved, all road maintenance provided by the Zone will cease and all current benefit assessments providing for said road maintenance will be terminated.
3. The boundaries of the Zone are shown on Exhibit "A" attached hereto in accordance with Section 25217(b)(2) of the California Government Code.
4. The cost associated with the Dissolution process will be charged to Zone "CA."
5. The reason(s) for Dissolving the Zone is/are as follows:

- * Michael and Gina Pierce are the only owners of the property.
- * There have been several burglaries and intrusions on the property by strangers. (See attached copies)
- * on the cul de sac road - usually at the end there have been syringes, condoms, drug paraphernalia, etc found. Cars and people park there for no other reason than to commit illegal acts.
6. The persons signing this petition have signed as owners of property located within the Zone. Not less than 50% of the property owners pursuant to Fresno County Department of Public Works policy will be required to initiate the dissolution process.

Signatures of property owners:

	<u>DATE</u>	<u>TYPE OR PRINT NAME</u>	<u>SIGNATURE</u>	<u>RESIDENCE ADDRESS</u>
1	10-11-13	Michael Pierce	<i>Michael Pierce</i>	5166 W. Lamona Ave Fresno CA 93722
2	10-11-13	Gina Lee Pierce	<i>Gina Lee Pierce</i>	5166 W. Lamona Ave Fresno CA 93722
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4				
5				
6				

EXHIBIT "C"

VACATION OF MELROSE AVENUE V14-01

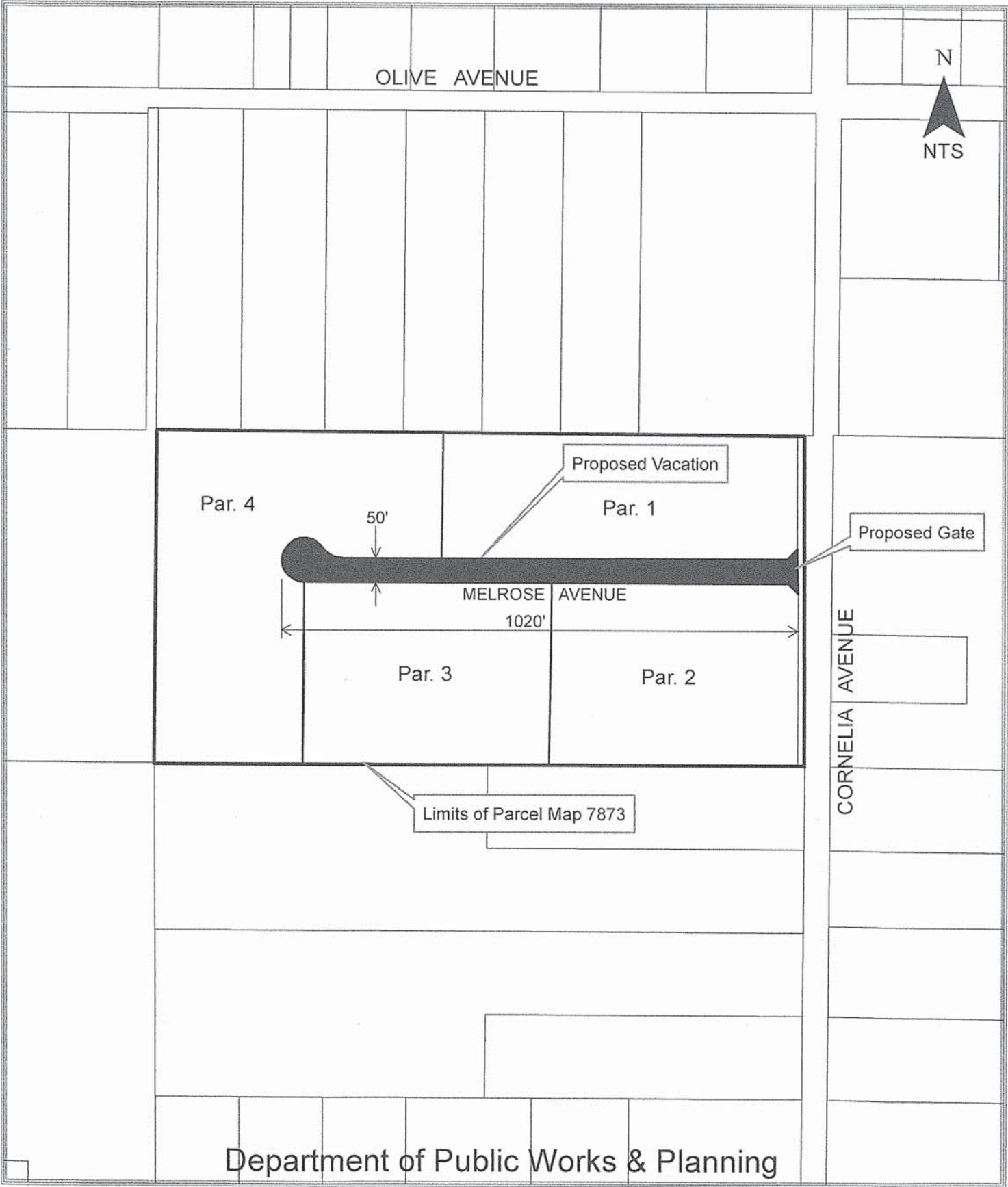


EXHIBIT "C"

VACATION OF MELROSE AVENUE V14-01

