

Recording Requested By:
Board of Supervisors

When Recorded Return To:
PW&P
Stop #214
Attn: Site Plan Review

This space is for Recorder's use, only

TRAFFIC IMPACT FEE AGREEMENT

Agreement No. 22-217

CLASSIFIED CONDITIONAL USE PERMIT NO. 3588 TRAFFIC IMPACT FEES

THIS AGREEMENT is made and entered into this 17th day of May, 2022, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter "COUNTY") and Wesclo, L.P., a California limited partnership, Ridenour Corporation, a California Corporation (hereinafter "DEVELOPER"), located at 3239 W. Ashlan Avenue, Fresno, CA 93722, the developer for Classified Conditional Use Permit No. 3588. COUNTY and DEVELOPER may be referred to herein individually as a "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, on December 6, 2018, the Fresno County Planning Commission approved Initial Study Application No. 7347 and Classified Conditional Use Permit No. 3588; and

WHEREAS, said Initial Study Application contained a Transportation Impact Study (TIS) that identified mitigation measures related to traffic impacts; and

WHEREAS, mitigation measure No. 3 requires that the DEVELOPER enter into an agreement with the COUNTY to provide for funding of the traffic impact fees prior to the issuance of a building permit for development associated with Classified Conditional Use Permit No. 3588; and

WHEREAS, the Board of Supervisors, as required by Fresno County Ordinance Code section 17.88.120, has by resolution on May 17, 2022, after noticed public hearing and following all other procedures required by law, established the amount of the traffic impact fees for Classified Conditional

1 Use Permit No. 3588 ("Traffic Impact Fee"); and

2 WHEREAS, DEVELOPER will be required to pay the Traffic Impact Fee prior to the issuance
3 of a building permit for any development under Unclassified Conditional Use Permit No. 3588.

4 NOW THEREFORE, the parties hereto agree as follows:

5 1. DEVELOPER shall pay the Traffic Impact Fee for Classified Conditional Use Permit
6 No. 3588 in the amount of \$26,284 prior to the issuance of a building permit for any development
7 under Unclassified Conditional Use Permit No. 3588.

8 2. In addition to the amount in Paragraph 1, DEVELOPER shall pay three percent (3%) of the
9 amount to the COUNTY for administration of the Public Facilities Fee Fund.

10 3. If payment of the Traffic Impact Fee is not made at the time of issuance of building
11 permits, payment shall be made prior to occupancy of the project improvements. In that case, as a
12 condition of issuance of building permits without payment of the pro rata mitigation fee, DEVELOPER
13 shall execute a separate covenant with the COUNTY acknowledging the requirement for payment of
14 the mitigation fee as a condition of occupancy.

15 4. The amount of Traffic Impact Fee shall be adjusted on January 15 annually beginning in
16 2022 by a percentage equal to the change in the Engineering News Record Construction Cost Index
17 for 20 Cities for the preceding year as published in the Fourth Quarterly Cost Issue in the preceding
18 December.

19 5. The Traffic Impact Fee shall be imposed and collected in accordance with
20 Section 66000 et seq. of the California Government Code and Chapter 17. 88 of the
21 Fresno County Ordinance Code.

22 6. NOTICES. The persons and their addresses having authority to give and receive notices
23 under this Agreement include the following:

24 COUNTY OF FRESNO
25 Director of Public Works and Planning
26 County of Fresno
2220 Tulare Street, 6th Floor
Fresno, CA 93721

DEVELOPER
Wesclo L.P.,
a California Corporation
Ridenour Corporation,
a California Corporation

27 All notices between the COUNTY and DEVELOPER provided for or permitted under this
28 Agreement must be in writing and delivered either by personal service, by first-class United States

1 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
2 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class
3 United States mail is effective three COUNTY business days after deposit in the United States mail,
4 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier
5 service is effective one COUNTY business day after deposit with the overnight commercial courier
6 service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the
7 recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is
8 completed (but, if such transmission is completed outside of COUNTY business hours, then such
9 delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided
10 that the sender maintains a machine record of the completed transmission. For all claims arising out
11 of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims
12 presentation requirements or procedures provided by law, including but not limited to the Government
13 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

14 7. VENUE AND GOVERNING LAW. Venue for any action arising out of or related to this
15 Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all
16 interpretation and performance of this Agreement shall be governed in all respects by the laws of the
17 State of California.

18 8. SEVERABILITY. In the event any provisions of this Agreement are held by a court of
19 competent jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to
20 meet and confer to determine how to mutually amend such provisions with valid and enforceable
21 provisions, and the remaining provisions of this Agreement will nevertheless continue in full force and
22 effect without being impaired or invalidated in any way.

23 9. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES. The headings of the
24 sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret
25 this Agreement. This Agreement is the product of negotiation between the Parties. The language of
26 this Agreement shall be construed as a whole according to its fair meaning and not strictly for or
27 against any Party. Any rule of construction to the effect that ambiguities are to be resolved against the
28 drafting Party shall not apply in interpreting this Agreement. All references in this Agreement to

1 particular statutes, regulations, ordinances or resolutions of the United States, the State of California,
2 or the County of Fresno shall be deemed to include the same statute, regulation, ordinance or
3 resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may
4 thereafter govern the same subject.

5 10. LEGAL AUTHORITY. Each individual executing or attesting this Agreement hereby
6 covenants, warrants, and represents to the other Party: (1) that he or she is duly authorized to execute
7 and deliver this Agreement on behalf of his or her respective Party in accordance with the following:
8 for the DEVELOPER, its articles of organization and operating agreement; and for COUNTY, its
9 governing legal authority; (2) that this Agreement is binding upon his or her respective Party; and (3)
10 that his or her respective Party is duly organized and legally existing in good standing in the State of
11 California.

12 11. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of,
13 the successors and assigns of the Parties.

14 12. NO THIRD PARTY BENEFICIARIES. Notwithstanding anything else to the contrary
15 herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be
16 deemed an intended third-party beneficiary of this Agreement.

17 13. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each
18 of which shall be deemed to be an original, and all of which taken together shall constitute the same
19 instrument.

20 14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the
21 DEVELOPER and COUNTY with respect to the subject matter hereof and supersedes all previous
22 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
23 understanding of any nature whatsoever unless expressly included in this Agreement.

24 **(Signature page follows.)**
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26
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28


1 IN WITNESS THEREOF, the Parties have executed this Agreement on the date set forth
2 above.

3 **DEVELOPER:**

Wesclo, L.P.,
4 A California Limited Corporation
By: Ridenour Corporation,
5 A California Corporation
6 It's General Partner

COUNTY OF FRESNO

7 By: 
8 Derrel A. Ridenour, President

By: 
Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

9 3239 W. Ashlan Avenue

10 (Address)

11 Fresno, Ca. 93722

12 (City, State, Zip)

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

13 By: 
14 Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 **ORG:** 1377; 1378; 1379

19 **FUND:** 0088; 0088; 0088

SUBCLASS: 34284; 34285; 34286

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF FRESNO

On April 27, 2022 before me Margaret De Leon, Notary Public

personally appeared **Derrel A. Ridenour** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Margaret De Leon

(Seal)