

SUBDIVIDER REIMBURSEMENT AGREEMENT**(CSA Zone Revenues)**

This agreement is made and entered into this 21 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 **Twenty Thousand Dollars (\$20,000)**, which is the initial deposit for all costs
7 associated with a proceeding complaint with Proposition 218 to establish revenues for Zone F in
8 the form of fees and assessments, described in more detail below. SUBDIVIDER understands
9 and acknowledges that the actual cost of the Project may exceed the amount of that initial
10 deposit.

11 **II. Duties of the County**

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

14 B. The County shall undertake proceedings to establish fees and assessments for
15 Zone F (1) to establish a benefit assessment for water and sewer facilities; and (2) under
16 Government Code section 25215.6 and the Uniform Standby Charge Procedures Act
17 (Government Code sections 54984 through 54984.9) to establish local lighting, and public right
18 of way landscape maintenance services; and (3) to establish a benefit assessment in CSA 34
19 for the costs of local water utilities and the administration of contracts for the purchase of water
20 and the operation and maintenance of water pumps in Millerton Lake; and (4) to establish storm
21 drainage maintenance and road maintenance services; and (5) to establish fees to pay for water
22 and sewer utility services, and the County shall give all notices, conduct all hearings, and
23 process all documents necessary to complete those proceedings in compliance with all
24 applicable fee and assessment laws, as well as California Constitution article XIII D (also known
25 as Proposition 218) (collectively, "Project"). The County makes no guarantee regarding the
26 result of those proceedings.

27 C. The County shall keep accurate records of the actual cost to complete the
28 Project.

1 D. If the SUBDIVIDER requests, the County will provide an accounting of the cost of
2 the Project.

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

9 F. If SUBDIVIDER fails to make any payment or deposit required by the County
10 under this agreement, the County in its sole discretion may terminate this agreement, the
11 Project, or both. SUBDIVIDER is not entitled to refund of any payment or deposit if the County
12 terminates this agreement, the Project, or both.

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

16 **III. Termination**

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

22 **V. Severability**

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

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

WC Millerton Developers, Inc., a California Corporation:

COUNTY OF FRESNO:

BY: 

BY: 

Josh Peterson, President

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

Print Name & Title

1446 Tollhouse Rd #103 Clovis, CA 93611

Mailing Address

FOR ACCOUNTING USE ONLY

Department of Public Works and Planning

CSA No. 34 Millerton New Town

Fund: 0830

Subclass: 16000

Org, No. 9174

Account No.: 5068

Account No.: 7295

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34\FIN\Developer Financing\CSA 34 Zone F - Prop 218 Reimbursement
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