



REPORT TO THE PLANNING COMMISSION

AGENDA ITEM NO. VII-A
COMMISSION MEETING 9/01/10

September 1, 2010

FROM: JERRY D. BISHOP, Assistant Director *B*
Development and Resource Management Department

KEITH R. BERGTHOLD, Assistant Director
Development and Resource Management Department

THROUGH: MIKE SANCHEZ, Planning Manager *MS*
Development Services/Planning

BY: ISRAEL TREJO, Planner *IT*
Development Services/Planning

APPROVED BY
John M. Morgan
DEPARTMENT DIRECTOR

SUBJECT: CONSIDERATION OF VESTING TENTATIVE TRACT MAP NO. 5903/UGM AND ENVIRONMENTAL ASSESSMENT NO. C-08-293/T-5903

BACKGROUND

Gary G. Giannetta, on behalf of Norman Kizirian, has filed Conditional Use Permit Application No. C-08-293 and Vesting Tentative Tract Map No. 5903/UGM pertaining to approximately 12.13 acres of property located on the west side of the North Chestnut Avenue alignment, north of East Copper Avenue. Conditional Use Permit Application No. C-08-293 is a request to establish a Planned Development, which proposes to establish a private street and modified property development standards, including lot coverage and yard requirements. The lots will take access from a proposed gated community to the west of the subject site. Vesting Tentative Tract Map No. 5903/UGM proposes to subdivide the subject property into a six lot, and one remainder lot, single family residential planned development subdivision at a density of 0.74 units per acre; six lots are proposed on 4.48 acres, while the remainder is proposed at 7.64 acres. The subject property is located within the 2025 Fresno General Plan and the Woodward Park Community Plan. The 2025 Fresno General Plan and the Woodward Park Community Plan designate the subject site for low density residential (0.00 to 2.37 dwelling units per acre) planned land uses. Pursuant to section 12-403.B.2 of the Fresno Municipal Code, a zone district that does not meet the criteria of the Zone District Consistency Table (section 12-403.B.1) may be deemed consistent with the corresponding land use designation upon the submittal of a development plan. **The development and subdivision of the subject property in accordance with Conditional Use Permit Application No. C-08-293 and Vesting Tentative Tract Map No. 5903/UGM are consistent with the 2025 Fresno General Plan and Woodward Park Community Plan.**

PLANNING COMMISSION HEARING OF AUGUST 18, 2010

This item was originally heard before the Fresno City Planning Commission on August 18, 2010. On said date, after taking testimony from staff and the project proponents, the Planning Commission continued the item to September 1, 2010. The Planning Commission requested staff to research and possibly provide resolution on two issues regarding the subject application. One of the issues relates to the payment of the Fire Transition Fee prior to approval of a Final Map for the subject property. The other issue relates to the requirement for the construction of water well as a condition of approval for the subject project.

Fire Transition Fee

Item No. 24, within the conditions of approval dated August 18, 2010, for Vesting Tentative Tract Map No. T-5903/UGM, requires the applicant to pay his proportional share of the Fire Transition Fee prior to approval of a Final Map. At the August 18, 2010, Planning Commission hearing, Jeffrey Roberts spoke on behalf of the project proponent and contested item No. 24. After much discussion, the Planning

Commission delayed making a decision on the condition, in order to allow staff time to address the issues associated with said condition of approval.

Upon further review, staff has revised item No. 24, within the conditions of approval for Vesting Tentative Tract Map No. T-5903/UGM. Item No. 24 has been amended to read: "The Applicant shall pay the Fire Transition Fee that pertains to the property that is the subject of entitlement application T-5903/C-08-293, calculated pursuant to the provisions of the Transition Agreement Between the City of Fresno and the Fresno County Fire Protection District dated November 20, 2003 ("Fire Transition Agreement"), prior to approval of the Final Map for Vesting Tentative Tract Map No. 5903/UGM or when owed to the FCFPD pursuant to the terms of the Fire Transition Agreement, whichever is earlier. Applicant shall not be responsible to pay the Fire Transition Fee if prior to the due date for payment of the fee, the City of Fresno confirms in writing that the Applicant shall not be required to pay the fee."

The Fire Transition Fee is the product of an agreement entered into between the City and the Fresno County Fire Protection District in November 2003. This Agreement requires the City to pay the FCFPD a one-time fee based upon a calculation of the property tax revenue that will be received by the City during the first ten years from any property that is detached from the FCFPD and annexed to the City of Fresno. The purpose of this fee is to assist the FCFPD financially as it adjusts to the loss of property tax revenue received from property that is annexed into the City. The City has determined that this fee should be paid by the development projects who seek to be annexed into the City. As such, the City has placed the requirement that development projects that require detachment from the FCFPD and annexation into the City pay this fee.

Department of Public Utilities

A second issue raised at the August 18, 2010, Planning Commission meeting relates to item No. 40 in the conditions of approval, dated August 18, 2010, for Vesting Tentative Tract Map No. T-5903/UGM. At the August 18, 2010, Planning Commission hearing, Gary G. Giannetta contested the Department of Public Utilities - Water Division letter dated February 11, 2010. Specifically, he contested condition No. 5, which is the requirement for the construction of a water supply well. Darius Assemi, President of Copper River Development Company Inc., submitted a letter to the Development & Resource Management Department dated August 16, 2010. The letter indicates that the property owner of T-5903/UGM is a participant in the construction of Copper River Ranch water wells and is, therefore, entitled to the water credits needed for the development of the subject project.

In response, the Department of Public Utilities has prepared a revised condition of approval letter dated August 25, 2010. The letter explains that at the time Vesting Tentative Tract Map No. T-5903/UGM processes their Final Map, the Director of Public Utilities (Director) will evaluate the water well capacity and unallocated supply within Copper River Ranch including demands for the subject tract map. If the evaluation determines that Copper River Ranch has an appropriate water supply for all development within Copper River Ranch, and the subject tract map, then an executed partnership agreement between Copper River Ranch and Vesting Tentative Tract Map No. T-5903/UGM shall be submitted and approved by the Director. Upon approval of the executed partnership agreement, the requirements stated in condition No. 5 will be satisfied. However, if the Director determines that Copper River Ranch does not or will not retain the water supply capacity to meet the existing and future demands of Copper River Ranch, and the subject tract map, the water well condition No. 5 shall be required.

RECOMMENDATION

Staff recommends that the Planning Commission take the following actions:

1. ADOPT the Finding of Conformity to the 2025 Fresno General Plan Master Environmental Impact Report (MEIR) No. 10130 dated July 16, 2010, which was prepared for Conditional Use Permit Application No. C-08-293 and Vesting Tentative Tract Map No. 5903/UGM.
2. APPROVE Vesting Tentative Tract Map No. 5903/UGM subject to compliance with the Revised Conditions of Approval dated September 1, 2010.

Attachments: Transition Agreement Between the City of Fresno and the Fresno County Fire Protection District dated November 20, 2003
Letter from Darius Assemi dated August 16, 2010
Department of Public Utilities letter dated August 25, 2010
Revised Conditions of Approval for T-5903/UGM dated September 1, 2010

TRANSITION AGREEMENT BETWEEN THE
CITY OF FRESNO
AND THE
FRESNO COUNTY FIRE PROTECTION DISTRICT
REGARDING TRANSFER OF CERTAIN
GENERAL AD VALOREM REAL PROPERTY TAX
REVENUE GENERATED BY ANNEXATIONS

THIS IS AN AGREEMENT dated for convenience as of Nov. 20, 2003, by and between the CITY OF FRESNO, a charter city and municipal corporation of the State of California ("CITY"), and the FRESNO COUNTY FIRE PROTECTION DISTRICT, a local fire protection district in the County of Fresno, State of California (organized and operated pursuant to the Fire Protection District Law of 1987, Health and Safety Code Sections 13800 et seq.) ("DISTRICT").

Recitals

(1) DISTRICT currently is the primary provider of fire protection service and receives general purpose ad valorem property tax revenue from real property within its territorial limits, such revenue being based on application of the combined "parent zone" and applicable "service zone" rates to the taxable value of the real property within such territory.

(2) DISTRICT's current territorial limits include certain unincorporated territory in DISTRICT's Service Zone 10 within which DISTRICT is the primary provider and also receives such revenue.

(3) Expansion of CITY's incorporated territory may include the detachment of territory from DISTRICT's Service Zone 10 and the transfer of such territory to CITY.

(4) Under Government Code Section 57202, DISTRICT is immediately relieved of such primary provider obligation for detached territory upon the effective date of any such detachment. Pursuant to Government Code Sections 54902 and 54902.1, DISTRICT may continue as a taxing agency in such territory for an additional period of time, up to eighteen (18) months, depending upon when the Statement of Change is filed with the County Auditor and Assessor, and continue to receive such property tax revenues.

(5) Without affecting CITY's obligation to assume the primary provider obligation for detached territory as of the effective date of any such detachment, CITY and DISTRICT wish to provide longer transition periods and more gradual phase-outs of DISTRICT's receipt of revenue from detached territories after the effective date of such detachment for the purpose of mitigating the economic effects of such detachments on DISTRICT's ability to provide fire protection service in the remainder of its jurisdiction, for the mutual benefit of CITY and DISTRICT.

(6) The parties intend by this Agreement that after CITY begins

receiving property tax revenues from territory detached from DISTRICT and annexed to CITY, CITY shall, at the times and over the periods described below, transfer to DISTRICT the Base Year property tax revenues described below. CITY shall retain all other tax revenues from the detached/transferred territory.

(7) The parties intend to provide different schedules for property tax revenue transfers in recognition of the different levels of service required for different territories based on the state of development of those territories prior to annexation.

(8) As more specifically described below, the parties intend by this Agreement that for annexations determined to be "not substantially developed" prior to annexation, CITY shall pay to DISTRICT an amount equal to 90 percent of the Base Year Revenues generated by such annexed territory for a period of ten (10) years. CITY shall pay such aggregate amount to DISTRICT within 60 days after the end of the fiscal year during which CITY commences to receive its apportioned share of the general purpose ad valorem property tax revenues from the annexed territory.

(9) As more specifically described below, that parties intend by this Agreement that for annexations determined to be "substantially developed" prior to annexation, CITY shall pay to DISTRICT an amount equal to one hundred percent (100%) of Base Year Revenue for the first year; eighty percent (%80) of Base Year Revenue for the second year; sixty percent (60%) of Base Year Revenue for the third year; forty percent (%40) of Base Year Revenue for the fourth year; and twenty percent (20%) of Base Year Revenue of the fifth year. City will pay this aggregate amount in a lump sum within sixty (60) days after the end of the fiscal year in which CITY commences to receive CITY's apportionment of general purpose ad valorem real property tax revenue from the annexed territory. Annexations in which the total property tax revenue transfer to DISTRICT will exceed \$100,000 shall be exempt from the terms of this agreement and be subject to separate negotiation between CITY and DISTRICT. Unless and until such a separate agreement is entered into by CITY and DISTRICT for an exempt annexation, it shall be deemed that no transition agreement exists between CITY and DISTRICT for such annexation.

(10) The parties wish to provide a clear means of administration and dispute resolution for purposes of this Agreement.

NOW, THEREFORE, CITY and DISTRICT agree as follows:

Section 1. Effect of Recitals

The foregoing recitals are true and correct and are part of this Agreement. They constitute the fundamental reasons for and basic tenets of this Agreement.

Section 2. Definitions/Interpretation of Agreement

2.1 Unless the particular provision or context otherwise

requires, the definitions contained in this section (construed against the background of California laws as of the date of this Agreement regarding annexations [Government Code Sections 56000, et seq.] and real property taxation [Constitution, Article 13A; Division 1 of the Revenue and Taxation Code relating to "Property Taxation"]) shall govern the construction, meaning, interpretation and application of such words in this Agreement, taking into account the fundamental reasons and basic tenets for same.

2.2 "Annexation" means a specific territorial area described in an executed "Certificate of Completion" for a completed change of organization or reorganization which effects a detachment of territory from DISTRICT and a transfer of same to CITY as of the effective date specified.

2.3 "Taxable value" means the value of real property ("land" and "improvements") within an annexation determined in accordance with law as shown by the equalized property tax roll of the Fresno County Assessor for the applicable determination date.

2.4 "Substantially developed" means that the taxable value of the "land" portion of the property in relation to the taxable value of the "improvements" portion of the property is equal to or greater than 1.25 to 1 as shown by the equalized property tax roll of the Fresno County Assessor. For such annexation as of the applicable determination date. For example, if a parcel's land value is \$100,000.00 and the value of the real property improvements located on the parcel is \$150,000.00, the parcel is "substantially developed" because the ratio of the value of the real property improvements to the land value is 1:5 to 1:0.

2.5 "Effective date" means the date detachment of an annexation from DISTRICT becomes effective under Government Code Section 57202.

2.6 "LAFCO" means the Local Agency Formation Commission of Fresno County.

2.7 "Approval" means the date LAFCO adopts its "Resolution Making Determinations" leading to an annexation.

2.8 "Tax lien date" means the annual March 1 date utilized to fix the annual equalized tax roll for the succeeding fiscal year.

2.9 "Fiscal year" means the July 1 June 30 fiscal year utilized for property tax purposes.

2.10 "Initial determination date" for an annexation means the tax lien date for the fiscal year in which LAFCO gives approval leading to that particular annexation. (For example, March 1, 2002 would be the "initial determination date" for any annexation which receives LAFCO approval between July 1, 2002 through June 30, 2003.)

2.11 "Subsequent determination date(s)" for an annexation means the succeeding tax lien date(s) after the initial determination date for that particular annexation.

2.12 (a) "Base Year Revenue" for an annexation means the amount derived by adding together the general purpose ad valorem equivalent real property tax rates for DISTRICT's "parent zone" and "Service Zones" 10, 2 and 5 for the tax rate area(s) in such annexation for the fiscal year of LAFCO's approval and then multiplying the combined rate(s) so derived times the taxable value of the tax rate area(s) of such annexation as of the initial determination date for such annexation. "Base Year Revenue" also includes the amount (if any) of State reimbursement for the homeowner's and business inventory exemptions in such annexation which DISTRICT would otherwise receive from such annexation, but only to the extent CITY receives such reimbursement instead. "Base Year Revenue" does not include any revenue from any annexation which is derived from any subsequent increase in equivalent real property tax rates no matter how or when such increase(s) is/are authorized. "Base Year Revenue" also does not include any revenue derived from increases in taxable value resulting from sales or improvement of real property occurring within an annexation after the initial determination date. For purposes of computing CITY's revenue transfer obligations to DISTRICT under this Agreement, "Base Year Revenue" for each annexation shall be adjusted effective July 1 of each relevant year, but only for any decline in taxable value of the real property in such annexation pursuant to Section 51 of the California Revenue and Taxation Code which results in CITY receiving less than 100 percent of the applicable "Base Year Revenue" for such annexation, such adjustment to effect reductions in the respective amounts of "Base Year Revenue" received by CITY and DISTRICT so that their respective percentage shares of same for the applicable year shall be in accordance with the schedules set forth in subsection (b).

(b) The process for deriving "Base Year Revenue" is as follows:

(i) "Base Year Revenue" for an annexation means the amount derived by: multiplying the Equivalent Tax Rate (ETR) by the Total Taxable Value (TTV) of the annexation; where the ETR equals the sum of the Equivalent Tax Rate for the Parent Zone (ETRPZ) plus the Equivalent Tax Rate for Service Zone 10 (ETRZ10); where the ETRPZ equals the Net Tax Levy for the Parent Zone (NTPZ) divided by the Taxable Value for the Parent Zone (TVPZ); and where ETRZ10 equals the Net Tax Levy of Service Zone 10 (NTLZ10) divided by the Taxable Value of Service Zone 10 (TVZ10)

(ii) Expressed as equations, the calculations shall be made as follows:

$$\text{BYR} = \text{ETR} \times \text{TTV}$$

$$\text{ETR} = \text{ETRPZ} + \text{ETRZ10}$$

$$\text{ETRPZ} = \text{NTPZ} / \text{TVPZ}$$

(iii) BYR means "Base Year Revenue"
ETR means "Equivalent Tax Rate"
TTV means "Total Taxable Value"
ETRPZ means "Equivalent Tax Rate for Parent Zone"
ETRZ10 means "Equivalent Tax Rate for Service Zone 10"

NTLZ10 means "Net Tax Levy of Service Zone 10"
 TVZ10 means "Taxable Value of Service Zone 10"

(iv) Example of Calculation of Base Year Revenue (BYR):

Assessed Value of Land:	\$100,000
Assessed Value of Improvements:	\$50,000
Total Assessed Value:	\$150,000 TTV
Ratio of Improvements to Land Value:	50%

Net Tax Levy of Parent Zone:	\$6,024,555 NTLZ10
Net Tax Levy of Zone 10:	\$2,234,905 NTLZ10

Total Tax Levy: \$8,259,460

Assessed value of Parent Zone:	\$7,764,075,494 TVPZ
Assessed value of Zone 10:	\$2,095,284,049 TVPZ10
Total Assessed value:	\$9,859,359,543

Equivalent Tax Rate (ETR) - Parent Zone: $0.077595\% \text{ ETRPZ} = \frac{\text{NTLZ10}}{\text{TVPZ}}$

Equivalent Tax Rate (ETR) - Zone 10: $0.106664\% \text{ ETRZ10} = \frac{\text{NTLZ10}}{\text{TVZ10}}$

Combined ETR - Parent + Zone 10: $0.184259\% \text{ ETR} = \frac{\text{TVZ10}}{\text{ETRPZ} + \text{ETRZ10}}$

Base Year Revenue: \$276.39 BYR = ETR * TTV

2.13 "Any ad valorem real property tax revenue which is attributable to such annexation on and after its effective date which has been received by DISTRICT as a taxing agency" means all property tax revenue received by DISTRICT which would have been received by CITY if, as of the effective date of such annexation:

(a) DISTRICT had ceased being a taxing agency in such annexation; and

(b) General purpose ad valorem property tax revenues had been prorated between DISTRICT and CITY and paid directly to each of them.

2.14 "Primary provider" means the local entity which has the primary responsibility for providing personnel and equipment to the scene of an emergency except as modified by separate instant or mutual aid agreements.

Section 3. Revenue Transfers From CITY to DISTRICT

3.1 CITY shall transfer revenue to DISTRICT for each annexation

covered by this Agreement, all as set forth in more detail in Sections 3.2, 3.3 and 3.4 below. Sums due to DISTRICT under this Agreement shall become due and payable by CITY sixty (60) days after the end of the fiscal year during which CITY commenced to receive CITY's apportionment of general purpose *ad valorem* real property tax revenue from such annexation.

3.2 With regard to each annexation covered by this Agreement, CITY shall notify DISTRICT in writing of CITY's initial determination of the relevant items described below within a reasonable time not to exceed forty-five (45) days after the date of completion of such annexation:

(a) The effective date of detachment from DISTRICT of such annexation.

(b) The fiscal year of LAFCO's approval of such annexation.

(c) Such annexation's status as "not substantially developed" or "substantially developed" as of the initial determination date.

(d) The initial "Base Year Revenue" for such annexation.

(e) The basis for (and calculation of) any reduction(s) CITY claims against its obligation to transfer revenue as provided in Section 3.4, below.

Unless DISTRICT gives written notice to CITY of its disagreement within forty-five (45) days after CITY's notice, of a particular determination hereunder, such determination shall be conclusively deemed correct. If DISTRICT gives timely notice of disagreement, the matter shall be resolved as set forth in Section 7.8 below.

3.3 Commencing with the first fiscal year in which CITY (instead of DISTRICT) receives general purpose *ad valorem* real property tax revenue from an annexation, at the times described in Section 3.1 above, CITY shall transfer revenue to DISTRICT in accordance with the formulas and schedules set forth in Section 3.4 below.

3.4 Commencing with the effective date of detachment of each annexation, CITY shall be obligated to transfer to DISTRICT the following percentages of "Base Year Revenue" for that annexation; provided, such transfer obligation of CITY shall be reduced by the

amount of any ad valorem real property tax revenue attributable to such annexation on and after its effective date which has been received by DISTRICT as a taxing agency.

(a) For Annexations Which are Determined as of the Initial Determination Date to be NOT Substantially Developed:

Ninety (90%) percent for ten (10) years. This entire amount shall be paid to DISTRICT by CITY within sixty (60) days after the end of the fiscal year during which CITY commences to receive CITY's apportionment of general purpose ad valorem real property tax revenue from such annexation.

(b) For Annexations Which are Determined as of the Initial Determination Date to be Substantially Developed:

100% for the first year, 80% for the next year, 60% for the next year, 40% for the next year, 20% for the next year, and 0% thereafter, the entire amount to be paid to DISTRICT by CITY within sixty (60) days after the end of the fiscal year during which CITY commences to receive CITY's apportionment of general purpose ad valorem real property tax revenue from such annexation. Annexations in which the total property tax revenue transfer to DISTRICT will exceed \$100,000, shall be exempt from the terms of this section and be subject to separate negotiation between CITY and DISTRICT. Unless and until such a separate agreement is entered into by CITY and DISTRICT for an exempt annexation, it shall be deemed that no transition agreement exists between CITY and DISTRICT for such annexation.

3.5 At the election of CITY each fiscal year, CITY may designate up to thirty (30) acres of territory within not more than six (6) annexations completed that fiscal year, to be excluded from the calculations of Base Year Revenue. Such excluded territory shall be made up only of parcels five (5) acres or less that are "substantially developed." Prior to the effective date of an annexation, CITY shall notify DISTRICT in writing whether any such excluded territory is part of that annexation. The purpose of this provision is to reduce the impact of annexation costs on parcels that are annexed as part of a larger annexation in order to maintain contiguous CITY boundaries.

Section 4. Scope of Agreement

4.1 This Agreement shall only apply to annexations completed during the term hereof.

4.2 Any obligations which DISTRICT has to provide fire protection services under the terms of any instant or mutual aid agreement or other agreement with CITY shall not otherwise be affected by the terms of this Agreement.

4.3 Notwithstanding the revenue transfers from CITY to DISTRICT as herein described for each annexation covered by this Agreement, CITY will become the primary provider of fire protection services on and after the effective date of detachment of such territory from DISTRICT.

Section 5. DISTRICT Assurances on Use of Revenue

5.1 DISTRICT recognizes that the revenue transferred to it by this Agreement could otherwise have been appropriated by CITY to meet demands for fire services. In light thereof, DISTRICT agrees to use such revenues in an effort to maintain levels of DISTRICT service in areas adjacent to CITY (which will also be available to CITY under mutual aid or other agreements) that are at least equal to or better than the levels of service provided by DISTRICT in those areas immediately adjacent to CITY as of the date of this Agreement. Notwithstanding the foregoing, nothing in this Agreement is intended nor shall be construed to limit or restrain the powers of DISTRICT's Board of Directors to make such budgetary decisions or appropriations which it deems necessary for the overall safety and welfare of the DISTRICT as a whole.

5.2 DISTRICT covenants that it will not oppose annexations to CITY covered by this Agreement and will not directly or indirectly encourage opposition to such annexations or seek to reopen the terms of this Agreement save and except through direct request to CITY.

5.3 To the extent permitted by law, CITY covenants that it will support expansion of DISTRICT's Service Zone 10 boundaries.

Section 6. Cooperative Efforts at Legislative Reform

CITY and DISTRICT agree to work jointly for state legislation and appropriations that would improve the fiscal conditions of CITY and DISTRICT without harming either of them.

Section 7. General Provisions

7.1 Term of Agreement. This Agreement shall become effective upon execution by CITY and DISTRICT and shall automatically terminate on December 31, 2012, unless it has been terminated prior to that time by mutual agreement of the parties or as otherwise provided herein. Unless otherwise agreed in writing, such automatic termination does not extinguish the continuing obligations of the parties set forth in this Agreement, arising with respect to annexations subject to this Agreement, all of which obligations shall continue until the revenue transfer for all such annexations have been completed.

7.2 Termination Due to Invalidity of Actions. Should all or any portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, or should any party to this Agreement substantially fail to perform any of its material obligations hereunder, or should any party to this Agreement take any substantial action (whether intentional or by omission or commission) to frustrate the intentions of the parties as expressed in this Agreement, then in such event, the aggrieved party may elect to declare that this entire Agreement as well as any ancillary documents entered into by the parties in order to fulfill the intent of this Agreement, to be of no force and effect and this Agreement shall terminate in its entirety.

7.3 Notice/Termination for Breach or Other Reason. Prior to this Agreement being terminated for any material breach or other reason(s), the non breaching party shall provide notice to the other party of the grounds of the claimed material breach or other reason, accompanied by a demand for cure. The alleged breaching party shall have forty five (45) days after receipt of such notice to cure the alleged breach. If any such default is not cured within such time, this Agreement may then be terminated. As an alternative to termination, the parties may enforce this Agreement in any other manner authorized by law.

7.4 Modification. This Agreement may be modified or amended only by a writing duly authorized and executed by CITY and DISTRICT.

7.5 Enforcement. CITY and DISTRICT each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power. However, each binds itself that it will, insofar

as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislative power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.

7.6 Integration. With respect to the subject matter hereof, this Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations, proposals, commitments, writings, agreements, and understandings of any nature whatsoever between CITY and DISTRICT pertaining to annexation of DISTRICT territory to CITY. The parties, however, intend, immediately upon execution of this Agreement, to enter into a separate new agreement respecting the provision of fire protection services within the area presently served by DISTRICT Stations 87 and 88. Accordingly, the Amended Agreement for Transition of Fire Protection Services between the CITY and the DISTRICT, dated on or about February 28, 1989, and the Fire Protection Agreement between the DISTRICT and CITY dated March 19, 1997, are hereby abrogated in their entirety, and CITY shall dismiss with prejudice its lawsuit against DISTRICT in Fresno Superior Court, Case No. 03 CECG01797DSB.

7.7 Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery) at the following addresses:

<u>CITY</u>	<u>District</u>
Fresno City Manager 2600 Fresno Street Fresno, CA 93721-3602	Fire Chief Fresno County Fire Protection District 210 S. Academy Avenue Sanger, CA 93657

By giving notice, either party may change its address for these purposes.

7.8 Dispute Resolution. If any dispute arises regarding the interpretation or application of this Agreement or any determination or calculation thereunder, the parties agree upon the request of

either of them to meet and attempt to resolve the same amicably for a period not to exceed thirty (30) days. If the dispute is not otherwise resolved, the parties may agree to submit any unresolved dispute to binding or advisory arbitration; or the disputing party may file an action in a court of competent jurisdiction located in the County of Fresno, for these purposes.

7.9 Subsequent DISTRICT Agreements. If, during the term of this Agreement, DISTRICT enters into a transition agreement with any other municipality which contains more favorable terms than this Agreement, DISTRICT shall notify CITY within thirty (30) days of such agreement and offer those same terms to CITY. More favorable terms, means but is not necessarily limited to, another municipality paying to DISTRICT a lower percentage of taxes than CITY pays DISTRICT under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the County of Fresno, State of California.

CITY OF FRESNO

By: C. Robert Berry

FRESNO COUNTY FIRE PROTECTION DISTRICT

By: R. R. Remy
President Board of Directors

Approved as to legal form:

J. J. [Signature] Assistant
Attorney for CITY

J. St. [Signature]
Attorney for DISTRICT

RECEIVED

AUG 16 2010

DEVELOPMENT DEPARTMENT
CITY OF FRESNO

August 16, 2010

Mr. Rene Ramirez
Director of Public Utilities
City of Fresno
2600 Fresno Street Room 3065
Fresno, CA 93721-3624

Re: Tract 5903

Dear Mr. Ramirez:

This letter is conformation that Mr. Norman Kizirian, the property owner and developer of Tract 5903, is a participant in the construction of the Copper River Ranch Project's water wells. He is therefore entitled to the water credits needed for the development of his subdivision, which is an extension of the already approved Copper River Ranch Project tentative subdivision map.

Sincerely,



Darius Assemi
President
Copper River Development Company, Inc.

cc: Doug Hecker



DEPARTMENT OF PUBLIC UTILITIES – WATER DIVISION



DATE: August 25, 2010

TO: ISRAEL TREJO, Planner III
Planning and Development

FROM: DOUG HECKER, Supervising Engineering Technician 
Department of Public Utilities, Planning and Engineering Division

SUBJECT: SECOND REVISION - WATER REQUIREMENTS FOR TENTATIVE TRACT NO. 5903

GENERAL COMMENTS

The second revision of water requirements for TT-No 5903 is in response to the letter dated August 16, 2010, from Giannetta Engineering. The letter states that TT-5903 is “participant in the construction of the Copper River Ranch (CCR) Project’s water wells.” At the time TT-5903 processes their Final Map, the Director of Public Utilities (Director) will evaluate the water well capacity and unallocated supply within Copper River Ranch including demands for TT-5903. If the evaluation determines that CCR has an appropriate water supply for all development within CCR plus TT-No 5903 then an executed partnership agreement between CCR and TT-No 5903 shall be submitted and approved by the Director. Upon approval of the executed partnership agreement, the requirements stated in condition No (5) will be satisfied. However, if the Director determines that CCR does not or will not retain the water supply capacity to meet the existing and future demands of CCR plus TT-No 5903 the water well condition No (5) shall be a required.

The following conditions for “Water service and Facility construction” shall be required to provide water service to the tract.

1. Construct a 14-inch transmission grid water main (including installation of City fire hydrants) in North Chestnut Avenue Alignment from East Copper Avenue North across the frontage of the tract.
2. Construct an 8-inch water main (including installation of City fire hydrants) through the proposed remainder lot to connect the proposed 14-inch water main in the North Chestnut Ave Alignment to the existing water system within Final Tract Map 5205. Provide a 40-foot wide sewer and water main easement for the operation and maintenance of the proposed 8-inch water main within the remainder lot.
3. All proposed water main easements shall be clear and unobstructed by buildings or other structures. No fencing or wall shall either enclose or be located above the water main. The planting plan for any proposed landscape within the easement shall be approved by the Department of Public Utilities. No trees shall be located within 8 feet of the water main. All water mains within an easement shall be clearly marked with signage above indicating the exact location and type of facility below.

4. Two independent sources of water, meeting Federal and State Drinking Water Act Standards, are required to serve the tract including any subsequent phases thereof. The two-source requirement may be accomplished through a combination of water main extensions, construction of supply wells, or other acceptable sources of water supply approved by the Water Systems Manager.
5. Construct a water supply well(s) on a site(s) dedicated to the City of Fresno. The well(s) shall be capable of producing a total of 500 gallons per minute. Well sites shall be of a size and at a location acceptable to the Assistant Director of Public Utilities.
6. Water well construction shall include wellhead treatment facilities, if required
7. No occupancies will be permitted prior to the satisfaction of the water supply requirement.
8. The developer shall provide water usage offsets to the City through a water service entitlement transfer. The developer shall take all required and necessary actions to transfer and assign all water rights and entitlements associated with the tract property to the City. The developer is solely responsible for all costs, fees and expenses associated with the transfer and assignment of water rights and entitlements to the City.
9. The existing house within the remainder lot shall connect to the City of Fresno public water and sewer system. Any onsite well(s) and septic sewer system(s) shall be abandoned. The proposed remainder lot shall also comply with the water service entitlement exchange requirement above.
10. Separate water services with meters shall be provided to each lot created.
11. Seal and abandon existing on-site well(s) in compliance with the State of California Well Standards, Bulletin 74-90 or current revisions issued by California Department of Water Resources and City of Fresno standards.
12. All public water facilities shall be constructed in accordance with Public Works Department standards, specifications, and policies.

CITY OF FRESNO
PLANNING AND DEVELOPMENT DEPARTMENT

CONDITIONS OF APPROVAL

~~AUGUST 18, 2010~~
SEPTEMBER 1, 2010

VESTING TENTATIVE TRACT MAP No. 5903/UGM
“A PLANNED DEVELOPMENT”

WEST SIDE OF THE NORTH CHESTNUT AVENUE ALIGNMENT, NORTH OF EAST COPPER AVENUE

All tentative maps are subject to the applicable provisions of the State Subdivision Map Act, Fresno Municipal Code (FMC), City policies, and City of Fresno Standard Specifications. The following specific conditions are applicable to this vesting tentative map.

NOTICE TO PROJECT APPLICANT

In accordance with the provisions of Government Code §66020(d)(1), the imposition of fees, dedications, reservations or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees, dedications, reservations or exactions imposed on the development project.

URBAN GROWTH MANAGEMENT REQUIREMENTS (GENERAL)

The subdivider of property located within the UGM boundaries shall comply with all sewer, water and street requirements and pay all applicable UGM fees imposed under the Urban Growth Management process (with appropriate credit given for the installation of required UGM improvements) in accordance with the requirements of State Law as related to tentative tract maps.

GENERAL CONDITIONS

1. Upon conditional approval of Vesting Tentative Tract Map No. 5903/UGM, dated June 14, 2010, the subdivider may prepare a Final Map in accordance with the approved vesting tentative map and Conditional Use Permit Application No. C-08-293.
2. An Air Impact Assessment (AIA) application for the proposed project shall have been submitted to the San Joaquin Valley Air Pollution Control District prior to the submittal/acceptance of any phase of the Final Map for recordation/processing.
3. The developer/owner shall pay the appropriate park facilities fee and/or dedicate lands for parks and recreation purposes pursuant to Ordinance Nos. 2005-112 and 2005-113 adopted by the Fresno City Council on September 27, 2005.
4. Submit grading plans and a soils report to the City of Fresno Planning and Development Department for verification prior to Final Map approval (Reference: Sections 12-1022 and 12-1023 of the Fresno Municipal Code). Grading plans shall indicate the location of any required walls and indicate the proposed width of required landscape easements or strips. Approval of the grading plan is required prior to Final Map approval.

5. At the time of Final Map submittal, the subdivider shall submit engineered construction plans to the City of Fresno Public Works, Public Utilities, and Planning and Development Departments for grading, public sanitary sewer system, public water system, street lighting system, public streets, and storm drainage, including other technical reports and engineered plans as necessary to construct the required public improvements and work and applicable processing fees.
6. Engineered construction plans shall be approved by the City prior to the approval of the Final Map. If, at the time of Final Map approval, such plans have not been approved, the subdivider shall provide performance security in an amount established by the City to guarantee the completion of plans.
7. Public utilities easements, as necessary, shall be shown on the Final Map and dedicated to the City of Fresno. Public utility easements beyond the limits of the Final Map, but required as a condition of development, shall be acquired at the subdivider's cost and shall be dedicated by separate instrument at the time of Final Map approval. The relocation of existing utilities necessitated by the required public improvements shall be paid for by the subdivider. The subdivider is responsible to contact the appropriate utility company for information.
8. Comply with the conditions, policies and standards set forth in the City of Fresno, Municipal Code, Article 10, Chapter 12, "Subdivision of Real Property;" Resolution No. 68-187, "City Policy with Respect to Subdivisions;" and City of Fresno Standard Specifications, 2002 Edition, and any amendments thereto.
9. The subdivider shall pay applicable fees for, but not limited to, plan checks for street improvements and other grading and construction; street trees, street signs, water and sewer service, and inspections in accordance with the City of Fresno Master Fee Schedule (City Resolution No. 79-606 and No. 80-420) and any amendments, modifications, or additions thereto; and in accordance with the requirements of State law as related to vesting tentative maps.
10. The subdivider shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements in accordance with all applicable provisions of the Fresno Municipal Code (FMC) and the State Subdivision Map Act. The subdivider shall complete all the public improvements prior to the approval of the Final Map by the City. If, at the time of Final Map approval, any public improvements have not been completed and accepted in accordance with the standards of the City, the subdivider may elect to enter into an agreement with the City to thereafter guarantee the completion of the improvements.
11. A Certificate of Compliance shall be required of the subdivider/owner prior to the sale, lease, or finance of the remainder parcel.
12. As a condition of Final Map approval, the subdivider shall furnish to the City a subdivision guarantee listing all parties having any right, title or interest and the nature of their interest per State law.

GENERAL INFORMATION

13. Contact the United States Postal Service for the location and type of mailboxes to be installed in this subdivision.

14. Prior to the issuance of building permits for the subdivision, school construction fees shall be paid to the Clovis Unified School District in accordance with the school district's adopted schedule of fees.
15. Pursuant to Section 66456.1 of the Subdivision Map Act, which states "The right of the subdivider to file multiple Final Maps shall not limit the authority of the local agency to impose reasonable conditions relating to the filing of multiple Final Maps," multiple final maps filed by the subdivider on this tract shall fully and independently conform to all provisions of Fresno Municipal Code Chapter 12, Article 10, Subdivision of Real Property.
16. The developer/owner shall obtain any and all permits required for the removal or demolition of any existing building or structure located within the subdivision boundaries. The developer/owner shall also obtain any and all permits required for the proper abandonment/closure of any existing water well, septic tank/leach field or cesspool, and irrigation pipeline on the subject property. All such permits shall be obtained prior to commencement of tract grading work, in accordance with Chapter 13 of the Fresno Municipal Code.
17. The subdivider shall comply with Regulation VIII of the San Joaquin Valley Air Pollution Control District for the control of particulate matter and fugitive dust during construction of this project.
18. The developer shall comply with Rule 8060 of the San Joaquin Valley Air Pollution Control District for the control of fugitive dust requirements from paved and unpaved roads.
19. If archaeological and/or animal fossil material is encountered during project surveying, grading, excavating, or construction, work shall stop immediately.
20. If there are suspected human remains, the Fresno County Coroner shall be immediately contacted (business hours: (559) 268-0109; after hours the contact phone number is (559) 488-3111 for the Fresno County Sheriff's Department). If remains or other archaeological material is possibly Native American in origin, the Native American Heritage Commission (phone number (916) 653-4082) shall be immediately contacted, and the California Archaeological Inventory/Southern San Joaquin Valley Information Center (phone number (805) 644-2289) shall be contacted to obtain a referral list of recognized archaeologists.
21. If animal fossils are uncovered, the Museum of Paleontology at the University of California, Berkeley shall be contacted to obtain a referral list of recognized paleontologists. An assessment shall be conducted by a paleontologist; if the paleontologist determines the material to be significant, a recommendation shall be made to the City as to any further site investigation or preservation measures.
22. Apportionment of Special Assessment: If, as part of this subdivision, a division will be made of any lot or parcel of land upon which there is an unpaid special assessment levied under any State or local law, including a division into condominium interest as defined in Section 783 of the Civil Code, the developer/owner shall file a written application with the City of Fresno Director of Public Works, requesting apportionment of the unpaid portion of the assessment or pay off such assessment in full.

If the subdivider elects to apportion the assessment, the application shall contain the following information:

- a) A full description of each assessed lot, parcel or interest to be divided and of how such lot, parcel or interest will be divided;
 - b) A request that the Engineer apportion the amount remaining unpaid on the assessment in accordance with applicable law; and
 - c) Written consent of the owner(s) of each such lot, parcel, or interest to the requested apportionment.
 - d) The application shall be filed prior to the approval of the Final Map(s) by the City and shall be accompanied by a fee in an amount specified in the Master Fee Resolution for each separate lot, parcel, or interest into which the original assessed lot, parcel or interest is to be divided. The fee shall be in an amount sufficient to pay all costs of the City and the Engineer of Work responsible for determining the initial assessment in making the requested apportionment.
23. Prior to final map approval, the owner of the subject property shall execute a "Right to Farm" covenant with the City of Fresno. Said covenant is to run with the land and shall acknowledge and agree that the subject property is in or near agricultural districts located in the City and County of Fresno and that the residents of said property should be prepared to accept the inconveniences and discomfort associated with normal farm activities. The "Right to Farm" covenant shall be recorded prior to or concurrent with the recording of the Final Map of Vesting Tentative Tract Map No. 5903/UGM.

ANNEXATION

24. The Applicant shall pay the Fire Transition Fee that pertains to the property that is the subject of entitlement application T-5903/C-08-293, calculated pursuant to the provisions of the Transition Agreement Between the City of Fresno and the Fresno County Fire Protection District dated November 20, 2003 ("Fire Transition Agreement"), prior to approval of the Final Map for Vesting Tentative Tract Map No. 5903/UGM or when owed to the FCFPD pursuant to the terms of the Fire Transition Agreement, whichever is earlier. Applicant shall not be responsible to pay the Fire Transition Fee if prior to the due date for payment of the fee, the City of Fresno confirms in writing that the Applicant shall not be required to pay the fee. ~~The applicant shall pay his proportional share of transitional fire fees, prior to approval of a Final Map, as related to the annexation of the subject property into the city of Fresno.~~
25. The subject property shall be annexed into the city of Fresno prior to approval of a Final Map.

ZONING & PROPERTY DEVELOPMENT STANDARDS

26. As a proposed "Planned Development" subdivision, approval of Vesting Tentative Tract Map No. 5903/UGM is contingent upon approval of Conditional Use Permit Application No. C-08-280; authorizing the planned development of the subject property.
27. The subject property is zoned R-1/UGM (*Single Family Residential District/Urban Growth Management*). Any development on the subject property or individual lots resulting from a subdivision thereof shall comply with the property development standards of the R-1 (*Single Family Residential*) zone district except as may be modified herein pursuant to Conditional Use Permit Application No. C-08-293.

Access

28. In accordance with Section 12-1011(f)(6) of the Fresno Municipal Code every lot shall abut on a public street right-of-way, except where adequate internal circulation is provided by a private street or streets in an approved planned unit development.
 - a) All lots proposed to be created by Vesting Tentative Tract Map No. 5903/UGM must be provided access to a public street right-of-way under a planned development special permit.
 - i) Recordation of a final map for Vesting Tentative Tract Map No. 5903/UGM is contingent upon the prior recordation of a final map (or phase) of Vesting Tentative Tract Map No. 5273/UGM; providing for adequate circulation for the provision of access to a public street right-of-way.

Lot Area and Dimensions

29. Pursuant to Section 12-306-N-21 of the FMC the Director of the Planning and Development Department or the Planning Commission may modify the property development standards of the underlying zone district if determined that the proposed development conforms to the provisions of the abovementioned section. However, in no case shall proposed parcels be less than the following minimum standards:
 - a) Proposed lots shall be configured and dimensioned in accordance with Vesting Tentative Tract Map No. 5903/UGM dated June 14, 2010.

Building Setbacks

30. Building setbacks shall be provided in accordance with the Conditions of Approval for Conditional Use Permit Application No. C-08-293 dated August 18, 2010 and Exhibit "A" of Conditional Use Permit Application No. C-08-293 dated June 14, 2010.

Fences, Hedges & Walls

31. Construction plans for required walls showing architectural appearance and location of all walls shall be submitted to the Planning and Development Department for review prior to Final Map approval.
32. Fences, hedges, and walls, not greater than six feet in height, shall be permitted on all rear and side property lines and on or to the rear of all front yard setback lines.
 - a) Fences, hedges, and walls shall be located to the rear of pedestrian and planting easements/landscaped areas.

LANDSCAPING AND OPEN SPACE

33. Comply with the requirements of the Department of Public Works memorandum from the Parks Supervisor dated August 10, 2010.

STREETS AND RIGHTS-OF-WAY

34. The note, "60 foot non-exclusive private road previously certified for public use by Parcel Map No. 3989, Recorded in Book 27, Pages 95 & 96, F.C.R." on Vesting Tentative Tract

Map No. 5903/UGM, dated June 14, 2010 is incorrect. The City has been unable to find an offer or acceptance of the private road on PM 3989.

35. The subdivider shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements in accordance with all applicable provisions of the FMC and the State Subdivision Map Act.
36. Pursuant to 2025 Fresno General Plan Policy E-1-o, sidewalks are required on both sides of the private street. A pedestrian easement shall be dedicated along the frontage of each lot proposed to be created by Vesting Tentative Tract Map No. 5903/UGM to allow for the provision of sidewalks.
37. The subdivider shall make provisions for disabled persons in accordance with the Department of Public Works standards and as required by State law. Handicap access ramps are required to be constructed in sidewalks at all corners within the limits of the tract. Where street furniture is located within the sidewalk area (fire hydrants, streetlights, etc.), a minimum of 48 inches of unobstructed path shall be maintained to satisfy the American Disabilities Act requirements. If necessary, dedicate a pedestrian easement to accommodate for the 4-foot minimum unobstructed path requirement.
38. Comply with the requirements of the Public Works Department, Engineering Division letter dated July 28, 2010.

SANITARY SEWER SERVICE

The nearest sanitary sewer main to serve the proposed project is a 12-inch main located in North Knotting Hill Drive. Sanitary sewer facilities will be available to provide service to the tract subject to the following requirements:

39. Comply the requirements of the attached Public Utilities Department, Planning and Engineering Division memorandum dated July 28, 2010.

WATER SERVICE

40. Comply with all of the requirements of the attached Department of Public Utilities, Water Division memorandum dated ~~February 11, 2010~~ August 25, 2010.

SOLID WASTE SERVICE

41. Comply with all of the requirements of the attached Department of Public Utilities, Solid Waste Division memorandum dated July 6, 2010.

FIRE SERVICE

42. Comply with all of the requirements of the attached Fresno Fire Department memorandum dated July 13, 2010.

FLOOD CONTROL AND DRAINAGE

43. The subdivider shall be required to comply with the specific requirements imposed by the Fresno Metropolitan Flood Control District (FMFCD) for the subdivision or any amendments or modifications to those requirements which may be granted by the FMFCD Board of Directors, pursuant to Section 13-1307 of the Fresno Municipal Code.

These requirements are identified in the District's letters to the Planning and Development Department dated July 12, 2010.

44. Any temporary basin constructed for or used by this subdivision requires approval of FMFCD and the City of Fresno, and may only be implemented through a covenant between the City and the Developer prior to Final Map approval. Temporary basins shall be fenced within seven days of the time a basin becomes operational (or as directed by the City Engineer) and fencing shall conform to City of Fresno Public Works Standard No. P-45. The Fresno Mosquito and Abatement District shall be provided access rights and a means of entry for inspection and mosquito abatement activities for all on-site basins (refer to attached map of mosquito abatement districts in the Fresno-Clovis Metropolitan Area). Attached hereto, and incorporated by reference, is a copy of the updated Public Works Standard No. P-62 for temporary on-site ponding basins, and a copy of the City of Fresno's Guidelines for Ponding Basin / Pond Construction and Management, dated October 29, 2004. Maintenance of temporary ponding basins shall be the responsibility of the subdivider until permanent service for the entire subdivision is provided.

COUNTY OF FRESNO DEPARTMENT OF COMMUNITY HEALTH

45. Comply with all of the requirements of the attached County of Fresno Department of Community Health memorandum dated July 8, 2010.

FRESNO IRRIGATION DISTRICT

46. Comply with the letters from the Fresno Irrigation District dated December 21, 2009 and July 12, 2010.

CALTRANS

47. Comply with the letter from the Department of Transportation dated July 7, 2010.

STREET NAMES

48. Comply with the street name review memorandum dated December 16, 2009.

RIGHT-OF-WAY ACQUISITION

49. The developer will be responsible for the acquisition of any necessary right-of-way to construct any of the required improvements.
50. Rights-of-way acquisition shall include any rights-of-way necessary for proper drainage, signing, pole relocation, and shoulder grading. In general, this will require right-of-way to be provided approximately 10 feet outside the travel lane. The exact requirement must be determined at the project design stage based on the existing conditions and detailed design information.
51. In the event an acquisition of any easement or right-of-way is necessitated by the subject development, said acquisition will be accomplished prior to Final Map approval. The developer/owner should contact the Real Estate Section of the Public Works Department to receive procedural guidance in such acquisitions.

52. Should such acquisition not be accomplished by the subdivider prior to Final Map approval, the subdivider must request and grant to the City the full authority to attempt acquisition either through negotiation or through its power of eminent domain. The subdivider shall furnish to the City Public Works Department, Engineering Division/ Real Estate Section, an appraisal report or a request for an estimated appraisal amount (to be determined by the City of Fresno Real Estate Section) prior to preparation of a Subdivision Agreement.
53. The subdivider shall submit adequate security in the form of a cash deposit to guarantee payment of all costs associated with the acquisition, including staff time, attorney's fees, appraisal fees, court costs, and all related expenditures and costs necessary to effect the acquisition of such easements or rights-of-way.

MAINTENANCE OBLIGATIONS

54. The long term maintenance of all the items listed below is the ultimate responsibility of the owner/developer. The property owner/developer shall create a homeowners' association for the maintenance of these items and proposed private streets, utilities, and walls/gates pursuant to a formal agreement with the City pursuant to Section 12-1026 of the Fresno Municipal Code.
 - a) Maintenance of all landscaping and irrigation systems within the outlot associated with the subdivision.
 - b) Maintenance of all local street curbs, gutters and sidewalks within the boundary of the tentative map.
 - c) Maintenance of all local street furniture and street lights (including operating costs) within the boundary of the tentative map.
 - d) Maintenance of all street trees within the boundary of the tentative map.
 - NOTE: The owner/developer may include such other items as are deemed appropriate and necessary to the sustainability of the subdivision and its amenities within the responsibilities of the association.
55. The agreement with the City described hereinabove, shall among other things, specify level of effort and frequency, insurance requirements, traffic control, and inspection and be subject to approval by the Director of Public Works and the City Attorney's Office.
56. The proposed Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and the proposed instruments for the homeowners association shall be submitted to the Planning and Development Department for review two weeks prior to final map approval. Said documents shall be recorded with the final map or alternatively submit recorded documents or documents for recording prior to final acceptance of subdivision improvements. Said documents shall include assignment of responsibility to the homeowners association for landscaping and other provisions as stated in the Planning and Development Department Guidelines for preparation of CC&Rs dated January 11, 1985.
57. The annexation of the Homeowners Association for Vesting Tentative Tract Map No. 5903/UGM to the Homeowners Association for T-5273 must be approved prior to the approval of the final map of Vesting Tentative Tract Map No. 5903/UGM. The

Homeowners Association must include the proposed Remainder parcel as the site plan delineates intended access from the Remainder to the private street.

DEVELOPMENT FEES AND CHARGES

This project is subject to the following fees and charges:

SEWER CONNECTION CHARGES

FEE RATE

- | | |
|--|--------------------------------|
| a. Lateral Sewer Charge [4] | \$0.10/sq. ft. (to 100' depth) |
| b. Oversize Charge [4] | \$0.05/sq. ft. (to 100' depth) |
| c. Trunk Sewer Charge [2]
Service Area: Herndon | \$496.00/living unit |
| d. Wastewater Facilities Charge [3] | \$2,119.00/living unit |
| e. Copper River Ranch Sewer Backbone System [4] | \$613.67/living unit |
| f. Copper Avenue Sewer Lift Station Charge [4] | N/A |
| g. House Branch Sewer Charge [2] | N/A |

WATER CONNECTION CHARGES

FEE RATE

- | | |
|--|---|
| h. Service Connection Charge | Fee based on service(s) and meter(s) sizes specified by owner; fee for service(s) and Meter(s) established by the Master Fee Schedule |
| i. Frontage Charge [4] | \$6.50/lineal foot |
| j. Transmission Grid Main Charge [4] | \$643.00/gross acre (parcels 5 gross acres or more) |
| k. Transmission Grid Main Bond Debt Service Charge [4] | \$243.00/gross acre (parcels 5 gross acres or more) |
| l. UGM Water Supply Fee [2]
Service Area: 101-S | \$456.00/living unit |
| m. Well Head Treatment Fee [2]
Service Area: 101 | \$0.00/living unit |
| n. Recharge Fee [2]
Service Area: 101 | \$0.00/living unit |
| o. 1994 Bond Debt Service [4]
Service Area: 101 | \$895.00/living unit |

<i>CITYWIDE DEVELOPMENT IMPACT FEES</i>	<i>FEE RATE</i>
p. Fire Facilities Impact Fee – Citywide [4]	\$539.00/living unit
q. Park Facility Impact Fee – Citywide [4]	\$2278.00/living unit
r. Quimby Parkland Dedication Fee [2]	\$1120.00/living unit
s. Citywide Regional Street Impact Fee [4]	\$8,361.00/adj. acre
t. New Growth Area Major Street Fee [4]	\$18,790.00/adj. acre
u. Police Facilities Impact Fee – Citywide [4]	\$624.00/living unit
v. Traffic Signal Charge [4]	\$450.94/living unit

Notes:

On July 22, 2008, the Fresno County Board of Supervisors passed Ordinance No. 2008 – 023 requiring the payment of County Public Impact Facilities Impact Fees. The effective date of this ordinance is September 20, 2008. Contact the County of Fresno, Public Works and Planning Department to determine payment of this fee obligation. Confirmation by the County of Fresno is required before the City of Fresno can issue building permits.

[1] Deferrable through Fee Deferral Covenant.

[2] Due at Final Map.

[3] Due at Building Permit.

[4] Due at Certificate of Occupancy.

[5] Determined by Public Works.