



Agenda

Sanger City Council Regular Meeting

Thursday, September 3, 2026

6:00 PM

Council Chamber

1700 7TH Street, Sanger, California 93657

The City Council meetings are open to the public. The meeting may also be viewed and accessed remotely at <https://us02web.zoom.us/j/83603590322>. If you are attending remotely and wish to comment on a specific item, please electronically raise your hand. Speakers will then be unmuted for the item. Members of the public may provide comments on agenda items in person or through Zoom.

Meeting ID: 836 0359 0322 Teleconference Phone Number: +1 301 715 8592

Written comments may also be submitted by email at city.clerk@ci.sanger.ca.us or by mail addressed to the City Clerk, Sanger City Hall, 1700 7th Street, Sanger, CA 93657, and received by 12:00 p.m. before the meeting. Please identify the Agenda item(s) addressed by the comments. A recording of the meeting will be posted at <https://www.ci.sanger.ca.us/129/Agendas-Minutes> as soon as practicable following the conclusion of the meeting. An electronic copy of this agenda and any associated staff reports and materials may be found at: <https://www.ci.sanger.ca.us/129/Agendas-Minutes>.

Please silence or turn off cell phones and electronic devices while the meeting is in session.

A. Call to Order

B. Opening Ceremonies

1. Invocation
2. Flag Salute
3. Roll Call

C. Agenda Approval, Additions and/or Deletions

D. Presentations

E. Public Forum

This portion of the meeting is reserved for members of the public who wish to address the Council on any matter not listed on the agenda and within the subject matter jurisdiction of the City Council. Each speaker is limited to three minutes. Speakers shall address all comments to the Mayor and the Council as a body and not to any particular Council Member or member of the staff. Speakers are asked, but not required, to state their name and address. The Council is prohibited by law from taking action on items not on the agenda.

F. Consent Calendar

Matters listed under the consent calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

1. **Minutes of Regular Council Meeting and Special Meeting held on August 20, 2026.**
Recommendation: That the City Council approve.
2. **Measure C Extension Local Transportation Program Funds**
Recommendation: That the City Council approve **Resolution No. 2026-77** certifying eligibility and claiming Measure C Extension Local Transportation Program Funds for Fiscal Year 2026-2027 and authorize the City Manager to sign and submit the Fiscal Year 2026-2027 claims.
3. **Adopt a Resolution Authorizing the Grant of an Easement to Pacific Gas and Electric Company (PG&E) for APN 332-260-31ST**
Recommendation: Staff recommends that the City Council adopt **Resolution No 2026-78** authorizing the grant of an easement to Pacific Gas and Electric Company (PG&E) over a portion of City-owned property identified as Assessor's Parcel Number (APN) 332-260-31ST; authorize the City Manager and/or designee to execute the Easement Deed and related documents on behalf of the City; and authorize the City Clerk to take such actions as necessary to facilitate execution and recordation of the Easement Deed.
4. **Participation in the Medi-Cal Intergovernmental Rate Range Program**
Recommendation: That the City Council retroactively approves the Intergovernmental Agreement re: Transfer of Public Funds between the City of Sanger and the California Department of Health Care Services.

G. Public Hearing

1. **Public Hearing to Consider Annexation No.8 (Tract 6531, Serenade II) into Community Facilities District 2005-1**
Recommendation: Staff recommends that the City Council:
 1. Hold the public hearing; and
 2. Adopt a **Resolution No 2026-79** Authorizing the Annexation of Territory to Community Facilities District No. (CFD) 2005-1 (Annexation No. 8) and Authorizing the Levy of a Special Tax and Submitting the Levy of Tax to the Qualified Electors; and
 3. Conduct a Special Election of the Qualified Electors of Annexation No. 8 of the City's CFD 2005-1 and Declare and Certify the Results Thereof; and
 4. Adopt **Resolution No 2026-80** Making Certain Findings, Certifying the Results of Election and Adding the Territory Identified as Annexation No. 8 to CFD 2005-1.
2. **Public Hearing to Consider the Proposed Annexation of Property Within Tract 6531, into Sanger Landscaping and Lighting Maintenance District No. 2, Area 1, and to Establish a levy of Assessments for the Annexed Territory**
Recommendation: That the City Council conduct a public hearing and adopt **Resolution No. 2026-81**, a Resolution Confirming and Ordering Annexation into Sanger Landscaping and Lighting Maintenance District No. 2, Area 1, and Establishing a Levy of Assessments for the Annexed Territory.

H. Department Reports

1. Approval of Final Map, Agreements and Covenants for Tract No. 6531

Recommendation: Staff recommends that the City Council adopt **Resolution No. 2026-82**, approving:

1. The Final Map for Tract No. 6531;
2. The Subdivision Agreement for Final Map of Tract No. 6531;
3. The Improvement and Credit/Reimbursement Agreement, Tract No. 6531;
4. Statement of Covenants Affecting Land Development Acknowledging Right to Farm Law for the Final Map of Tract No. 6531;
5. Covenant Regarding Land Development for the Final Map of Tract No 6531 "Sanger Landscape and Lighting District No. 2";
6. Covenant Regarding Land Development for the Final Map of Tract No 6531 "Community Facilities District No. 2005-01"; and
7. Agreement for Common Use of Easements.

2. Purchase of a New Vehicle for the Fire Department

Recommendation: That the City Council:

1. Adopts **Resolution No. 2026-83** authorizing a budget amendment in the amount of \$75,000 for the purpose of purchasing a new vehicle from Sequoia Chevrolet and upfitting the necessary emergency equipment, and
2. Approve the purchase of the vehicle from Sequoia Chevrolet in the amount of \$66,793 and authorize the City Manager to sign the sales documents on behalf of the City.

I. City Manager/Staff Communication

J. Reports and Matters Initiated by City Council Members

This portion of the meeting is reserved for the Mayor and Council Members (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to initiate new matters and to request updates, and to initiate new agenda items. Under this section, the Council may take action only on any items specifically agendized and which meet other requirements for

K. Adjournment

I certify under the penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements. Dated this



Lina Martinez, City Clerk

ADA Compliance and Reasonable Accommodations Policy. The Council has adopted a Reasonable Accommodation Policy which is available on the [City website](#) at or upon request by [emailing the City Clerk](#). The Policy provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend this Council meeting or require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Council, please [email the City Clerk](#) or call by phone at (559) 876-6300 extension 1350 so such aids or services can be arranged. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation.

Notice of Availability of Agenda Documents. Writings related to the agenda are available at Sanger City Hall, 1700 7th Street, Sanger, CA 93657 and are posted on the [City website](#). Writings provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's Office located at Sanger City Hall, 1700 7th Street, Sanger, CA 93567 and will be posted on the [City website](#).

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Minutes for City Council Special Meeting

Thursday, August 20, 2026

5:30 PM

Council Chamber

1700 7TH Street, Sanger, California 93657

A. Call to Order

The City Council called its Special meeting to order at 05:31 PM

B. Roll Call

Present: Mayor Frank Gonzalez, Council Member Esmeralda Hurtado, Council Member Michael Montelongo

Absent: Mayor Pro Tem Daniel Martinez, Council Member Dolores Melendez

Arrival: Council Member Dolores Melendez at 5:35 p.m.

C. Approval of Agenda

The Council, by motion of Council Member Montelongo, approved the agenda s posted.

The motion was seconded by Council Member Hurtado and approved by the following vote:

Ayes: GONZALEZ, HURTADO, MONTELONGO

Noes: NONE

Abstain: NONE

Absent: MARTINEZ, MELENDEZ

D. Public Forum

None

E. Closed Session

The Council adjourned to Closed Session at 5:33 p.m.

The Council reconvened the Special Meeting at 6:17 p.m.

1. Pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Shelline Bennett, Lead Negotiator, Amanda Champion, HR Manager. Employee Organizations: Sanger General Employees Organization, Sanger Middle Management Organization, Sanger Police Officers Association, Sanger Firefighters Association, Stationary Engineers Local 39,

Unrepresented/Confidential Employees and Executive Employees

F. City Attorney Report From Closed Session

No Reportable Action

G. Adjournment

Being no further business, the Council adjourned their Special Meeting at 06:17 PM



Minutes for City Council Regular Meeting

Thursday, August 20, 2026

6:00 PM

Council Chamber

1700 7TH Street, Sanger, California 93657

A. Call to Order

The City Council called its meeting to order at 06:17 PM

B. Opening Ceremonies

1. Invocation

The invocation was offered by Pastor Leo Falcon.

2. Flag Salute

The flag salute was led by Mayor Frank Gonzalez.

3. Roll Call

Present: Mayor Frank Gonzalez, Mayor Pro Tem Daniel Martinez, Council Member Esmeralda Hurtado, Council Member Michael Montelongo, Council Member Dolores Melendez

Absent: None

C. Agenda Approval, Additions and/or Deletions

The Council, by motion of Council Member Montelongo, approved. The motion was seconded by Mayor Pro Tem Martinez and by the following vote:

Ayes: GONZALEZ, MARTINEZ, HURTADO, MONTELONGO, MELENDEZ

Noes: NONE

Abstain: NONE

Absent: NONE

D. Presentations

None

E. Public Forum

Six members of the public spoke.

F. Consent Calendar

The Council, by motion of Council Member Montelongo, approved all Consent Calendar items with the exception of items F-6, F-7, F-10 and F-11. The motion was seconded by Mayor Pro Tem Martinez and by the following vote:

Ayes: GONZALEZ, MARTINEZ, HURTADO, MONTELONGO, MELENDEZ
Noes: NONE
Abstain: NONE
Absent: NONE

1. **Minutes of Regular Council Meeting and Special Meeting held on August 6, 2026.**
Recommendation: That the City Council approve.
2. **Payroll for the month of July, including Direct Deposit Nos. 70589 through 70895, Payroll Check Nos. 61102 through 61177, and Benefit Check Nos. 2238 through 2245.**
3. **Warrants, including Check Nos. 97709 through 97903, for the month of July 2026.**
4. **Police Department Report for July 2026**
5. **Fire Department Report for July 2026**
8. **Part-Time Allocation Amendment: Recreation Department**
9. **Investment Report for the quarter ended June 30, 2026**
12. **Contract with Social Vocational Services, Inc (SVS) to Assist the Parks and Recreation Department in Maintaining Various Parks**
13. **Public Hearing to Consider Annexation No. 7 (Tract 6431, Phase 2A) into Community Facilities District 2005-1 and Related Actions**
14. **Public Hearing to Consider Annexation No. 8 (Tract 6531, Serenade II) into Community Facilities District 2005-1 and Related Items**
15. **Public Hearing to Consider the Proposed Annexation of Property Within Tract No. 6431, Phase 2A and undivided remainder to be called Phase 2B, into Sanger Landscaping and Lighting Maintenance District No. 2, Area 1, and to Establish a Levy of Assessments for the Annexed Territory**
16. **Public Hearing to Consider the Proposed Annexation of Property Within Tract No. 6531 Into Sanger Landscaping and Lighting Maintenance District No. 2, Area 1, and to Establish a Levy of Assessments for the Annexed Territory**
17. **Authorizing Resolution for Grant Application, Acceptance, and Execution for the Newmark Avenue Sewer Trunk Line Project**

6. Approval of Out-of-State Travel - Mayor Frank Gonzalez and Parks and Recreation Director Doug Bolton

The Council, by motion of Council Member Montelongo, approved Consent item F-6. The motion was seconded by Mayor Pro Tem Martinez and by the following vote:

Ayes: NONE
Noes: NONE
Abstain: NONE
Absent: NONE

Public Comment:

Two members of the public spoke.

7. 2026 Cal Cities Annual Conference Designation of Voting Delegates and Determination of City's Position regarding Proposed Resolutions

The Council, by motion of Mayor Pro Tem Martinez, approved Consent Item F-7, designating Mayor Pro Tem Martinez as the Voting Delegate and Mayor Frank Gonzalez as the Alternate, and directing the Voting Delegate to support the proposed resolution during the General Assembly. The motion was seconded by Council Member Hurtado and by the following vote:

Ayes: GONZALEZ, MARTINEZ, HURTADO, MONTELONGO, MELENDEZ
Noes: NONE
Abstain: NONE
Absent: NONE

Public Comment:

None

10. Final Acceptance - Almond Avenue Reconstruction Project

The Council, by motion of Council Member Montelongo, approved Consent item F-10. The motion was seconded by Council Member Hurtado and by the following vote:

Ayes: GONZALEZ, MARTINEZ, HURTADO, MONTELONGO, MELENDEZ
Noes: NONE
Abstain: NONE
Absent: NONE

Public Comment:

One member of the public spoke.

11. Greenwood Avenue and Jensen Avenue Intersection Improvements Project - Material and Equipment Procurement

The Council, by motion of Council Member Hurtado, approved Consent item F-11. The motion was seconded by Council Member Montelongo and by the following vote:

Ayes: GONZALEZ, MARTINEZ, HURTADO, MONTELONGO, MELENDEZ
Noes: NONE
Abstain: NONE
Absent: NONE

Public Comment:

Two members of the public spoke.

G. Department Reports

None

H. Public Hearing

1. Public Hearing to Consider Adoption of the 2025 California Fire Code

The Council, by motion of Council Member Melendez, approved Item H-1. The motion was seconded by Council Member Hurtado and by the following vote:

Ayes: GONZALEZ, MARTINEZ, HURTADO, MONTELONGO, MELENDEZ
Noes: NONE
Abstain: NONE
Absent: NONE

I. City Manager/Staff Communication

Updates given by City Manager, Nathan Olson

J. Reports and Matters Initiated by City Council Members

Updates given by Mayor Pro Tem Martinez, Council Member Hurtado, Council Member Melendez, Council Member Montelongo and Mayor Gonzalez

K. Adjournment

Being no further business, the Council adjourned their meeting at 07:35 PM



City of Sanger

Report to the City Council

To: City Council
From: Karla Camarena, Finance Manager
Subject: Measure C Extension Local Transportation Program Funds

Conflict of Interest:

None known.

Recommendation:

Recommendation: That the City Council approve **Resolution No. 2026-77** certifying eligibility and claiming Measure C Extension Local Transportation Program Funds for Fiscal Year 2026-2027 and authorize the City Manager to sign and submit the Fiscal Year 2026-2027 claims.

Executive Summary:

On June 10, 2026, the Fresno County Transportation Authority adopted their Resolution No. 2026-01 (Resolution Attached) for Measure C Extension Local Transportation Purposes Pass-Through Projects and Program Funds apportionment for the fiscal year 2026-2027.

The County and every City are guaranteed Measure C Extension funds to address one of the most troubling transportation problems: how to fund improvements that address the aging street and road systems.

The following is the Local Transportation Program Pass-Through and Subprograms of which the City of Sanger will receive Measure C funding:

- 2.51% of \$17,292,782 for Street Maintenance Category Sub program, or City's share \$433,930.
- 2.51% of \$605,249 for ADA Compliance Category Sub program, or City's share \$15,188.
- 2.42% of \$17,281,604 for Flexible Funding Category Sub program, or City's share \$418,742.
- 15.89% of \$597,410 of Pedestrian/Trails Rural Category Funds Sub program, or City's share \$94,930.
- 2.63% of \$899,476 for Bicycle Regional Transportation Program Category Sub program, or City's share of \$23,680.

To collect the allocation of Measure C Extension funds monthly, the City must file a separate 2026-2027 Certification and Claim form for each Sub program (forms attached) along with a City Council Resolution which is to be submitted to the Fresno County Transportation Authority by August 25, 2026. Once these documents have been accepted, the agency will receive a separate check for each Subprogram. Measure “C” funds will be distributed on a proportional basis as funds are received.

Background:

Reason for Recommendation:

To collect the allocation of Measure C Extension funds each agency must furnish the Transportation Authority with an executed FY 2026-2027 Certifications and a Claim form with an appropriate resolution from that City.

Fiscal Impact:

The Fresno County Transportation Authority has estimated that the City of Sanger’s total allocation for the fiscal year 2026-2027 is \$986,470. Measure C Extension funds are restricted to expenditures for the Local Transportation Program.

Alternatives:

The alternative is to not pass the resolution and forfeit the Measure C Extension funds.

Actions Following Approval:

City staff will furnish the Fresno County Transportation Authority with the FY 2026-2027 Certifications and Claim forms for each sub-program and appropriate resolutions.

Attachments:

1. 26-06.24 Ltr Sanger LTP Cert
2. Fresno County Transportation Authority Board Resolution 2026-01
3. RESO 2026-77_09.03.2026
4. MEASURE C Extension Local Transportation Pass Through Revenues Certification and Claim for FY27

ATTACHMENT 1



MOSES STITES
Executive Director

June 24, 2026

Ms. Karla Camarena
City of Sanger
kcamarena@ci.sanger.ca.us

Dear Ms. Camarena:

The Fresno County Transportation Authority, at its June 10, 2026, board meeting, adopted the attached Measure C Extension Local Transportation Purposes Pass-Through Projects and Program Funds apportionment for the fiscal year 2026-27 (Resolution 2026-01). As a result, local agency pass-through revenues from the Measure C Extension are available to claim for fiscal year 2026-27 using the numbers attached. These funds will be distributed monthly on a proportional basis as funds are received and based upon adopted percentages for each participating jurisdiction.

To begin distribution of the collected funds as soon as possible, it is required that each agency furnish the Transportation Authority with an executed FY2026-27 Certification and Claim form for each subprogram allocation along with an appropriate resolution from that agency. One resolution that specifically addresses each of the subprogram claim forms and the appropriate percentages allocated will be sufficient. **These Certification and Claim forms are due to the Transportation Authority by August 25, 2026.** In addition, each agency must also include language in their Claim Resolution of their **intent** to complete the **prior year** reporting requirements no later than November 15th when they submit their claim forms.

The Measure C Extension requires participating agencies receiving Measure C Extension funds to report their **prior** fiscal year expenditures no later than November 15th, as indicated on page 90 of the Measure C Extension Strategic Implementation Plan, Other Implementation Plan Provisions. *If the expenditure reports are not filed with the Authority by November 15, 2026, the current fiscal years allocation will be held until such time as a completed report is filed for each program and subprogram.*

A copy of the FY26-27 Resolution of Allocation has been included for reference. Each agency will receive one check that includes each subprogram where a completed claim form is filed and approved by the Authority Board along with a memo that details the subprogram breakdown. This should assist each agency with tracking and monitoring the various subprogram requirements on spending these funds. The monitoring of these funds will be done by the annual audit process.

The Certification and Claim Forms for each of the subprograms your agency is entitled to claim are attached. **We have partially completed the forms on your behalf according to your previous year forms. Please return your completed and signed Certification and Claim forms for each subprogram along with your resolution by August 25, 2026. Please be sure to include your agency's intent to meet the prior year expenditure reporting requirements (due no later than November 15, 2026) via email at denise@thefcta.com.** One resolution that references all of the information listed above will be sufficient.

You will be provided with the FY25/26 Expenditure Reporting Requirement Forms, as soon as the FY25/26 end of year allocations are received with a reminder of your November 15th due date. As always, feel free to contact our office at any time. If you have questions or need assistance with the forms, please contact Denise DiBenedetto at 559.600.3282 or at the email mentioned above.

Sincerely,



Moses Stites
Executive Director

CC: Nathan Olson NOlson@ci.sanger.ca.us

ATTACHMENT 2

**BEFORE THE
FRESNO COUNTY TRANSPORTATION AUTHORITY BOARD
RESOLUTION NO 2026-01**

In the Matter of:	)	
FRESNO COUNTY TRANSPORTATION	)	RETAIL TRANSACTIONS AND USE
IMPROVEMENT ACT	)	TAX FUNDS FOR EXTENSION
CALIFORNIA PUBLIC UTILITIES	)	LOCAL TRANSPORTATION
<u>CODE SECTION 142257</u>	)	PURPOSES PASS-THROUGH
	)	PROJECTS AND PROGRAMS FOR
	)	<u>FY 2026-27</u>

WHEREAS, the Fresno County Transportation Authority is the administrator of the Retail Transactions and Use Tax (1/2 cent) Funds collected pursuant to the Fresno County Transportation Improvement Act as provided by Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Public Utilities Code Sections 142000, et seq.,

WHEREAS, California Public Utilities Code Section 142257 provides that the 2006 Measure C Extension Expenditure Plan, which was approved prior to and provided the basis for the ballot measure considered by the voters at the November 7, 2006, election, shall specify the amount and the formula by which the retail transactions and use tax shall be allocated to each participating jurisdiction for Measure C Extension Program and Project Funds Local Transportation Purposes determined to be priority projects by local governments to which funds are allocated, and

WHEREAS, the 2006 Measure C Extension Expenditure Plan creates a number of transportation programs to be funded by participating jurisdictions with Measure C funds passed through from the Authority to the jurisdiction submitting eligible project claims, and

WHEREAS, these various programs have differing requirements, exemptions, and formulas for calculating pass-through funding levels, and

WHEREAS, the programs and subprograms identified below are eligible for pass-through funding,

Regional Public Transit Program

Public Transit Agencies
Public Transportation Infrastructure Study (PTIS)
ADA/Seniors/Paratransit
Ag-worker/Car/Van Pools

Local Transportation Program

Local Allocation
Pedestrian/Trails
Bicycle Facilities

Regional Transportation Program
Fresno Airports

Administration/Planning Program
Council of Fresno County Governments

and

WHEREAS, the program requirements and exemptions for these programs may change from time to time as local jurisdiction population changes or mandated programs are satisfied, and

WHEREAS, in an effort to fully explain the various program provisions, the Authority, together with the Fresno Council of Governments, created and will update as needed the Measure C Extension Strategic Implementation Plan which among other things discusses each pass-through program in detail and provides the basis for calculating pass-through funding levels for each program in the 2026-27 fiscal year, and

WHEREAS, the Authority procedures for administration of funds for local transportation purposes as identified in the Measure C Extension Administrative Code calls for an annual Resolution of Apportionment to determine the percentage and amount of funds to be available within the forthcoming fiscal year, and

WHEREAS, the attached schedule of apportionment for FY 2026-27 is based upon the Measure C Extension Strategic Implementation Plan.

NOW THEREFORE, BE IT RESOLVED that the Fresno County Transportation Authority hereby approves the attached schedule of apportionment for FY 2026-27 as indicated in the Measure C Extension Strategic Implementation Plan, which schedule is hereby made a part of this resolution, and approves the allocations, to be distributed as they are received and in accordance with claims submitted by eligible claimants.

BE IT FURTHER RESOLVED that the Fresno County Auditor-Controller/Treasurer-Tax Collector cause the revised Resolution of Apportionment to be paid in the manner and time directed by the Executive Director of the Fresno County Transportation Authority.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Transportation Authority Board the 10th day of June 2026.

AYES: Ashbeck, Beltran, Karbassi, Martinez, Mendes, Sihota, Westerlund

NOES:

ABSTAIN:

ABSENT: Bredefeld, Dyer

VACANT:

SIGNED: 
Lynne Ashbeck, Chairperson
Fresno County Transportation Authority

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Fresno County Transportation Authority duly adopted at a regular meeting thereof held on June 10, 2026.

SIGNED: 
Moses Stites, Executive Director
Fresno County Transportation Authority

/dd/reso/PassThru-Allocation-2026-01

Table 1
Measure C Sales Tax Revenue
2026/27

Approved by the FCTA Board 06/10/26

Sales Tax Estimate	\$113,956,920
Program Services and Supplies	\$932,200
Net Distributed Sales Tax Estimate	\$113,024,720

Funding Allocation Programs	Percent	Allocation
Regional Public Transit Program		
Public Transit Agencies		
Fresno Area Express (FAX)	13.70%	15,484,387
Clovis Transit	1.97%	2,226,587
Fresno County Rural Transit Agency (FCRTA)	3.99%	4,509,687
Public Transportation Infrastructure Study (PTIS)	0.29%	327,772
ADA / Seniors / Paratransit	0.79%	892,895
Farmworker / Car / Van Pools		
Farmworker Van Pools	0.58%	655,543
Car/Van Pools	0.58%	655,543
New Technology Reserve	2.10%	2,373,519
Local Transportation Program		
Local Allocation	30.60%	34,585,564
Pedestrian/Trails		
Urban (Fresno/Clovis)	2.15%	2,430,031
Rural	0.95%	1,073,735
Bicycle Facilities	0.90%	1,017,222
Regional Transportation Program		
Urban	14.70%	16,614,634
Rural	14.70%	16,614,634
Airports	1.00%	1,130,247
Alternative Transportation Program		
Grade Separation	6.00%	6,781,483
Environmental Enhancement		
School Bus Replacement	2.30%	2,599,569
Transit Oriented Infrastructure for In-Fill	1.20%	1,356,297
Administration/Planning Program		
Fresno County Transportation Authority (FCTA)	1.00%	1,130,247
Fresno Council of Governments (FCOG)	0.50%	565,124
Total	100.00%	113,024,720

Table 2
FRESNO COUNTY TRANSPORTATION AUTHORITY
MEASURE C FUND APPORTIONMENT
Local Allocation Sub Program
FY2026/27
6/10/2026 Approved by the FCTA Board

	Street Maintenance		ADA Compliance		Flexible Funding		Ped/Trails Urban		Ped/Trails Rural		Bicycle Facilities		Total
Clovis	1,858,408	10.75%	65,044	10.75%	1,793,364	10.38%	431,357	17.75%	0	0.00%	111,537	12.40%	4,259,709
Coalinga	299,692	1.73%	10,489	1.73%	365,891	2.12%	0	0.00%	0	0.00%	0		676,071
Firebaugh	171,927	0.99%	6,017	0.99%	204,154	1.18%	0	0.00%	0	0.00%	0	0.00%	382,097
Fowler	166,507	0.96%	5,828	0.96%	195,388	1.13%	0	0.00%	0	0.00%	0	0.00%	367,722
Fresno	7,808,890	45.16%	273,311	45.16%	7,535,579	43.60%	1,862,892	76.66%	0	0.00%	478,542	53.20%	17,959,213
Huron	140,709	0.81%	4,925	0.81%	165,240	0.96%	0	0.00%	0	0.00%	0	0.00%	310,874
Kerman	288,948	1.67%	10,113	1.67%	354,189	2.05%	0	0.00%	0	0.00%	0	0.00%	653,249
Kingsburg	242,313	1.40%	8,481	1.40%	291,930	1.69%	0	0.00%	0	0.00%	0	0.00%	542,723
Mendota	218,593	1.26%	7,651	1.26%	265,699	1.54%	0	0.00%	0	0.00%	0	0.00%	491,942
Orange Cove	182,505	1.06%	6,388	1.06%	217,815	1.26%	0	0.00%	0	0.00%	0	0.00%	406,707
Parlier	245,190	1.42%	8,582	1.42%	299,425	1.73%	0	0.00%	0	0.00%	0	0.00%	553,197
Reedley	419,829	2.43%	14,694	2.43%	405,135	2.34%	0	0.00%	92,996	15.57%	22,810	2.54%	955,463
San Joaquin	101,273	0.59%	3,545	0.59%	113,486	0.66%	0	0.00%	0	0.00%	0	0.00%	218,304
Sanger	433,930	2.51%	15,188	2.51%	418,742	2.42%	0	0.00%	94,930	15.89%	23,680	2.63%	986,470
Selma	401,423	2.32%	14,050	2.32%	493,865	2.86%	0	0.00%	0	0.00%	0	0.00%	909,337
County of Fresno	4,312,651	24.94%	150,943	24.94%	4,161,708	24.08%	135,782	5.59%	409,484	68.54%	262,907	29.23%	9,433,474
	17,292,782		605,249		17,281,604		2,430,031		597,410		899,476		39,106,552
													39,106,552

	2026	2024
Population	10,000	10,000
Road	10,000	10,000

County of Fresno	40,688	116,203	153,762	405,404	0	232,907	0	597,410	899,476
TOTAL	731,723	309,953	2,430,031	1,073,735	476,325	1,017,222	117,746	1,017,222	
		1,041,676	2,430,031	1,073,735		1,017,222			
				3,503,766					

ATTACHMENT 3

RESOLUTION NO. 2026-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER
CONCERNING MEASURE C EXTENSION LOCAL TRANSPORTATION
PURPOSES PASS-THROUGH PROJECTS AND PROGRAM FUNDS
ANNUAL ALLOCATION FOR FISCAL YEAR 2026-2027

WHEREAS, the City of Sanger (the “City”) is an eligible claimant of funds for the Local Transportation Program pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority (the “Authority”) has adopted an Annual Resolution of Allocation for the fiscal year 2026-2027, setting the percentages of collected retail transactions and use tax as the portion available to the City of local transportation purposes.

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF SANGER, AS FOLLOWS:

1. The City hereby submits to the Authority its Local Transportation Pass-Through Revenues certification and Claims (Measure C Extension) for the fiscal year 2026-2027.
2. The City hereby requests the release of funds to the City on a monthly basis as funds are received in proportion to the adopted percentages for each program and sub-program, which are based on actual receipts.
3. The Council of the City hereby certifies:
 - a. That Local Transportation Program Funds will not be used to substitute for Property Tax Funds that the City had previously used for local transportation purposes; and
 - b. That the City has and will segregate property tax revenues from the City’s other general fund revenues used to support local transportation purposes so that verification of non-substitution can be proved through an audit; and
 - c. That the City shall account for Local Transportation Purpose Funds received pursuant to Public Utilities Code Section 142257 separately from all other funds. The City shall maintain records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the Authority for inspection or audit at any time; and
 - d. That the City shall complete the prior fiscal year reporting requirements and claims forms no later than November 15, 2026.

Reports not filed with the Authority by November 15, 2026, will result in a stoppage of allocations until a completed report is filed for each program and sub-program.

4. The City understands that should a financial or compliance audit reveal that the City of Sanger violated any of the requirements set forth in paragraphs 3 (a), (b), or (c), of this resolution, the Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.
5. The City hereby requests the Authority to allocate all funds that become available from the Local Transportation Purpose Funds to the City for the fiscal year 2026-2027, as identified in the attached claim forms and indicated below, in accordance with the adopted "Procedures for Administration of Funds for Local Transportation Purposes".

Local Transportation Sub Program Allocations:

Street Maintenance	\$ 433,930
ADA Compliance	15,188
Flexible Funding	418,742
Pedestrian/Trails Rural	94,930
Bicycle Facilities	<u>23,680</u>
Total Allocation	\$ 986,470

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted and passed by the City Council of the City of Sanger, California at a regular meeting held on the 3rd day of September 2026, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Lina Martinez, City Clerk

ATTACHMENT 4

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-2027**

TO: Fresno County Transportation Authority

FROM: City of Sanger
Local Agency Name

Address: 1700 Seventh St., Sanger, CA 93657

Contact: Karla Camarena, Finance Manager

Telephone: (559) 876-6300 x1160 FAX: _____

Email Address: kcamarena@ci.sanger.ca.us

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☒ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Sanger ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting 2.51% of \$17,292,782 (or \$433,930) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: City Manager

Date: 8/25/2026

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-2027**

TO: Fresno County Transportation Authority

FROM: City of Sanger
Local Agency Name

Address: 1700 Seventh St., Sanger, CA 93657

Contact: Karla Camarena, Finance Manager

Telephone: (559) 876-6300 x1160 FAX: _____

Email Address: karla.camarena@ci.sanger.ca.us

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

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- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☒ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Sanger ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting 2.51% of \$605,249 (or \$15,188) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____


City Manager

8/25/2026

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-2027**

TO: Fresno County Transportation Authority

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Local Agency Name

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Contact: Karla Camarena, Finance Manager

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Regional Public Transit Program

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- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☒ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Sanger ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting 2.42% of \$17,281,604 (or \$418,742) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

City Manager

Date: _____

8/25/2026

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-2027**

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- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Sanger ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting 15.89% of \$597,410 (or \$94,930) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

City Manager

Date: _____

8/25/2026

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-2027**

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Local Transportation Program

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- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The **City of Sanger** ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting 2.63% of \$899,476 (or \$23,680) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: City Manager

Date: 8/25/2026

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D



City of Sanger

Report to the City Council

To: City Council
From: Nathan Olson, City Manager
Subject: **Adopt a Resolution Authorizing the Grant of an Easement to Pacific Gas and Electric Company (PG&E) for APN 332-260-31ST**

Conflict of Interest:

None known.

Recommendation:

Recommendation: Staff recommends that the City Council adopt **Resolution No 2026-78** authorizing the grant of an easement to Pacific Gas and Electric Company (PG&E) over a portion of City-owned property identified as Assessor's Parcel Number (APN) 332-260-31ST; authorize the City Manager and/or designee to execute the Easement Deed and related documents on behalf of the City; and authorize the City Clerk to take such actions as necessary to facilitate execution and recordation of the Easement Deed.

Executive Summary:

Pacific Gas and Electric Company (PG&E) has requested an easement over a portion of City-owned property identified as APN 332-260-31ST for underground electric distribution facilities.

The proposed Easement Deed grants PG&E the right to construct, reconstruct, install, replace, remove, maintain, inspect, and use underground electrical facilities and associated equipment within the designated easement area. The easement area is depicted on PG&E Drawing No. 35739727, which is incorporated into the Easement Deed.

Approval of the Resolution will authorize the City to grant the easement and execute the Easement Deed.

Background:

The City of Sanger owns the property identified as APN 332-260-31ST. According to the Easement Deed, the property was conveyed to the City by D.R. Horton CA3, Inc. by deed dated December 12, 2022, and recorded as Fresno County Document No. 2023-0025845.

PG&E is requesting an easement over a designated portion of the property for underground electric distribution infrastructure. The facilities authorized by the Easement Deed include

underground boxes, enclosures, switches, conduits, electrical conductors, wires, cables, appurtenances, and associated equipment.

The Easement Deed also provides PG&E with rights of ingress and egress and other rights reasonably necessary for the construction, maintenance, inspection, replacement, and operation of the facilities.

The location of the easement is identified on PG&E Drawing No. 35739727 and is incorporated into the Easement Deed.

Reason for Recommendation:

Approval of the Easement Deed will provide PG&E with the property rights necessary to install, operate, access, and maintain electric distribution facilities within the designated easement area.

Adoption of the Resolution will formally authorize the grant of the easement and execution of the Easement Deed on behalf of the City.

Fiscal Impact:

None

Alternatives:

The City Council may:

1. Adopt the Resolution as presented;
2. Direct staff to negotiate or request modifications to the proposed Easement Deed; or
3. Decline to approve the Easement Deed.

Actions Following Approval:

City Manager will execute and sign agreement for easement to PG&E

Attachments:

1. RESO 2026-78_09.03.2026
2. Easement Deed

RESOLUTION NO. 2026-78

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER AUTHORIZING THE GRANT OF AN EASEMENT TO PACIFIC GAS AND ELECTRIC COMPANY

WHEREAS; the City of Sanger (“City”) is the owner of certain real property located in the City of Sanger, County of Fresno, State of California, identified as Assessor’s Parcel Number 332-260-31ST (“Property”); and

WHEREAS; Pacific Gas and Electric Company (“PG&E”) has requested that the City grant an easement over a portion of the Property for the construction, installation, operation, maintenance, inspection, replacement, and use of underground electric distribution facilities and associated equipment; and

WHEREAS; , the location of the easement area is depicted on PG&E PM No. 35739727, as more particularly described in the Easement Deed attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

WHEREAS; , the City Council finds that granting the easement to PG&E will facilitate the installation and continued operation of necessary utility infrastructure; and

WHEREAS, the City Council now desires to approve and authorize the grant of the easement to PG&E pursuant to the Easement Deed.

NOW, therefore, the City Council of the City of Sanger does hereby find, determine and resolve as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The City Council hereby approves the grant of an easement to Pacific Gas and Electric
3. Company substantially in the form of the Easement Deed attached hereto as **Exhibit “A.”**
4. The **City Manager and/or designee** is authorized to execute the Easement Deed on behalf of the City of Sanger and to execute such additional documents and take such actions as may be reasonably necessary to carry out the intent of this Resolution.
5. The **City Clerk** is authorized to attest to and/or certify the adoption of this Resolution and to execute or process such documents as may be necessary to facilitate recordation of the Easement Deed.
6. This Resolution is effective upon adoption.

* * * * *

The foregoing resolution was considered by the City Council of the City of Sanger at a regular meeting of said Council held on the 3rd day of September, 2026 and approved by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

Lina Martinez, City Clerk

EXHIBIT “A”
Pacific Gas and Electric Company Easement Deed

Pacific Gas and Electric Company



EXHIBIT "A"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

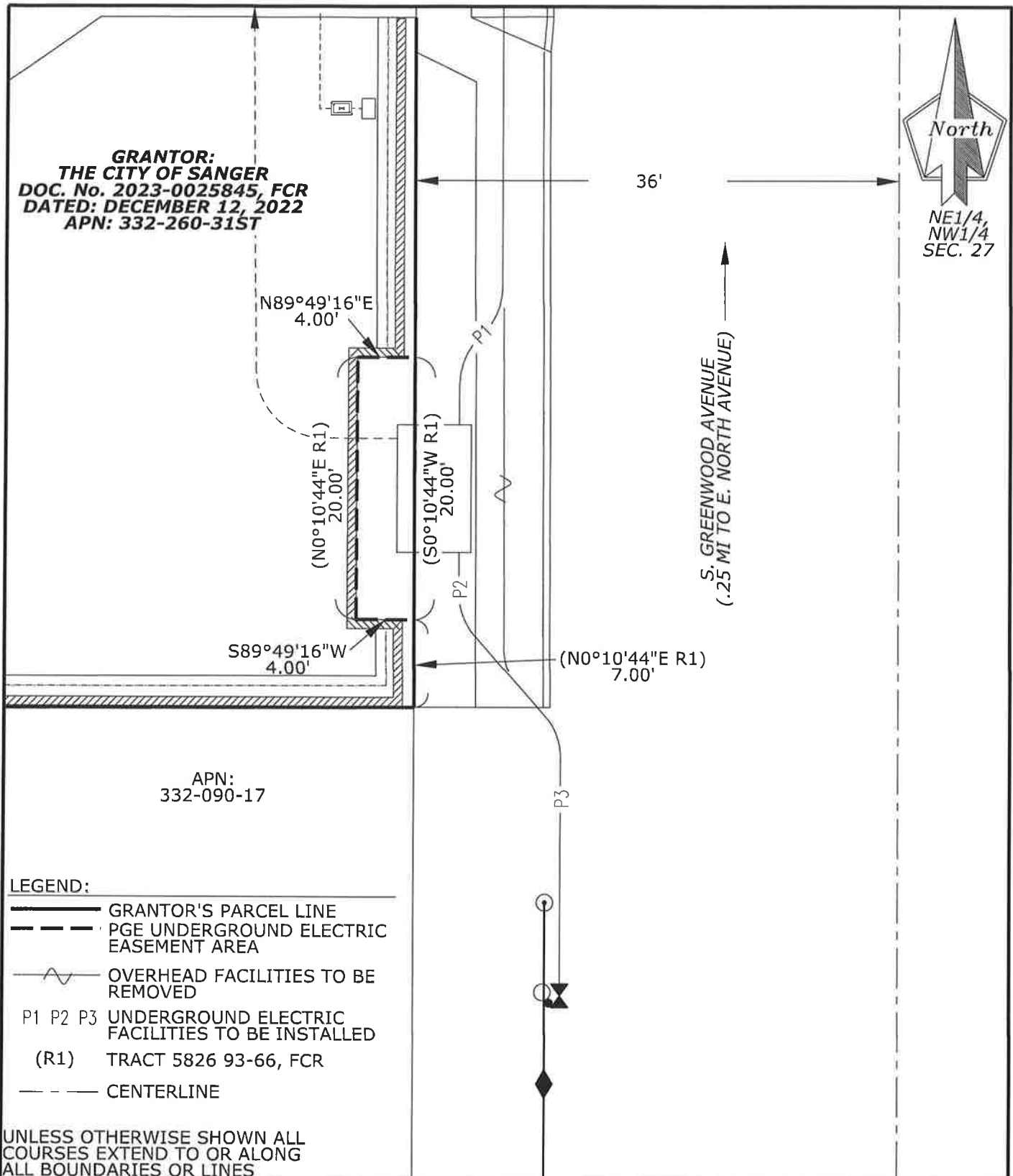
By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Attach to LD: 2214-22-
Area, Region or Location: 4
Land Service Office: Fresno
Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 22.14.22.27.41,
FERC License Number: n/a
PG&E Drawing Number: 35739727
Plat No.: 14225B (ELECTRIC)
LD of Affected Documents: n/a
LD of Cross Referenced Documents: n/a
Type of interest: Communication Easements (6), Electric Underground Easements (4)
SBE Parcel: n/a
% Being Quitclaimed: n/a
Order or PM: 35739727
JCN: n/a
County: Fresno
Utility Notice Number: n/a
851 Approval Application No: n/a ;Decision: n/a
Prepared By: M5Cf
Checked By: a7HO



NE1/4,
NW1/4
SEC. 27

GRANTOR:
THE CITY OF SANGER
DOC. No. 2023-0025845, FCR
DATED: DECEMBER 12, 2022
APN: 332-260-31ST



APN:
332-090-17

LEGEND:

- GRANTOR'S PARCEL LINE
- PGE UNDERGROUND ELECTRIC EASEMENT AREA
- ~~~~ OVERHEAD FACILITIES TO BE REMOVED
- P1 P2 P3 UNDERGROUND ELECTRIC FACILITIES TO BE INSTALLED
- (R1) TRACT 5826 93-66, FCR
- CENTERLINE

UNLESS OTHERWISE SHOWN ALL
COURSES EXTEND TO OR ALONG
ALL BOUNDARIES OR LINES

Applicant: CITY OF SANGER
1700 7TH STREET
SANGER CA. FRESNO COUNTY

SCALE
1" = 10'

DATE
7-30-26

SECTION	TOWNSHIP	RANGE	MERIDIAN	COUNTY OF: FRESNO	CITY OF: SANGER
27	14S	22E	MDB&M	F.B.: N/A	DR.BY: M5CF
PLAT MAP: 14225B (ELECTRIC)				133413784	35739727
REFERENCES: TRACT 5826 93-66, FCR				PGE	DRAWING NO.

Distribution Electric and Gas Easement Version 1.2 (Rev. 03/26)
RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City of Sanger, Fresno Co.

Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ 0.00

☒ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

☐ Exempt from the fee per GC 27388.1 (a) (2); This
document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD #2214-22-

EASEMENT DEED

THE CITY OF SANGER, a municipal corporation of the State of California,

("Grantor"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Sanger, County of Fresno, State of California, described as follows:

(APN 332-260-31ST)

The parcel of land conveyed by D.R. Horton CA3, INC. to Grantor by deed dated December 12, 2022 and recorded as Document No. 2023-0025845, Fresno County Records.

The facilities and easement area are described as follows:

Underground boxes, enclosures, and switches with suitable covers therefor; underground conduits, electrical conductors, wires, cables, appurtenances, and associated equipment, as Grantee deems necessary, for the distribution of electric energy within the strip of land described as follows:

A strip of land outlined by the heavy dashed line shown upon Grantee's Drawing No. 35739727 attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

THE CITY OF SANGER, a municipal
corporation of the State of California

By _____
Print Name:
Print Title:

By _____
Print Name:
Print Title:

I hereby certify that a resolution was adopted
on the ____ day of _____, 20____, by the

authorizing the foregoing grant of easement.

By _____

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 _____)

On _____, before me, _____ Notary Public,
personally appeared _____

Insert name

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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____



City of Sanger

Report to the City Council

To: City Council
From: Greg Tarascou, Fire Chief
Subject: Participation in the Medi-Cal Intergovernmental Rate Range Program

Conflict of Interest:

None.

Recommendation:

Recommendation: That the City Council retroactively approves the Intergovernmental Agreement re: Transfer of Public Funds between the City of Sanger and the California Department of Health Care Services.

Executive Summary:

Since 2006, the California Department of Health Care Services (DHCS) has offered local governments that provide health care the opportunity to secure additional Medi-Cal revenues by participating in a voluntary Intergovernmental Transfer (IGT) Program with their local Medi-Cal managed care plans. In Fresno County, the two managed care plans are Anthem Blue Cross and CalViva. The Sanger Fire Department provides EMS ambulance transport, a Medi-Cal covered service to Medi-Cal plan members, and therefore is eligible to participate in the IGT Program. In summary, the IGT process will result in the two Medi-Cal Managed Care Plans paying governmental providers of health care services additional Medi-Cal revenues to offset previously unreimbursed charges for serving Medi-Cal plan members. The payment amounts are determined by the provider's unreimbursed charges, the number of other local government providers participating in the IGTs in that county or region, the Plans' recommendations, and the State's formulas. The Fire Department has participated in the Rate Range IGTs for nearly 10 years.

Background:

In a Rate Range IGT, the local government entity transfers funds to the State (the "intergovernmental transfer") which are used to increase the actuarially sound rates the State pays the health plan (and to reimburse the State for its administrative costs). The Plan then pays the local provider the IGT-funded proceeds that the local government transfer made possible. Because the local transfer is matched with federal funds, the participating government provider receives the amount of the transfer plus new funds as well.

Participation in these upcoming IGTs represents an opportunity for local governments that take

care of Medi-Cal patients, including our city, to recoup a share of their actual costs. Using the IGT mechanism, Anthem Blue Cross and CalViva will be able to pay us a lump sum Medi-Cal payment to cover costs that were previously subsidized by local resources.

A rate range IGT is implemented through three contracts: One with each of the two plans and one with the DHCS for the transfer of public funds. The contract templates have been approved by the State and Federal governments and have been accepted by many counties and large public health care systems. These documents spell out each entity's obligations regarding the transfer of local funds, the use of the funds by the State to increase the Plan rates, the payment from the Plan to the provider, and the treatment of the IGT-funded payments by the provider. Before any funds are transferred to the State by a local government, all contracts are signed by the participants. Each IGT, including the contributing governmental entity and the level of the Plan rates are increased, are approved in advance by the federal government.

We have worked with four other city fire departments that provide ambulance transports to collect data on our unreimbursed costs for Health Plan services and to submit the necessary materials to the Health Plans and the State. DHCS has approved the City's contribution amounts for each Plan's IGTs and has approved our current draft documents. Wiring instructions for each plan's year from both Anthem and CalViva will be sent well ahead of due dates.

Reason for Recommendation:

The Medi-Cal program reimburses around \$125 per emergency ambulance transport which is typically only 10 to 20% of the actual cost to provide an EMS transport. The Rate Range IGTs provide financial support for Medi-Cal managed care patient emergency transports not covered by flat Medi-Cal reimbursement.

This contract commits the City of Sanger Fire Department to participate in the calendar year 2025 Medi-Cal Intergovernmental Transfer (IGT) Rate-Range Program for the recovery of unreimbursed ambulance service costs provided to Medi-Cal Plan patients.

The City is currently in a contract with the two participating providers, Anthem and CalViva which expire in December 2027 and are included for reference.

Fiscal Impact:

The proposed IGT cycle will allow us to receive an estimated \$1,971,973 in new Medi-Cal payments to more fully compensate the City for the provision of EMS transports during the 2025 calendar year.

We expect to wire approximately \$1,769,738 to DHCS for both Plans combined and expect to receive a lump sum payment from each of the Plans totaling \$3,741,712, which results in a net of \$1,971,973 in net new funds.

Alternatives:

Do not approve the participation in the IGT Program and the Fire Department will continue to seek additional funding sources.

Actions Following Approval:

The due date for the contract to be returned to the DHCS was August 31, 2026. Due to timing with final numbers, staff did not have enough time to calendar for the mid-August council meeting. The contract was signed by the City Manager and returned to the State for their signature, and the following timeline will be implemented:

1. With an anticipated date in October 2026, the City will wire funds to DHCS per the terms of the approved Intergovernmental Transfer Agreements.
2. Once receiving the funds, the State will draw down the Federal funding to match. The State will pay the participating Plans as soon as possible, normally one to two months after receiving the wired funds.
3. Once the participating Plans are paid, the Plans have 30–60 days to pay the City. In total, there is an anticipated 12–14 week period between the time the City wires the funds and receives payment from the participating plans.

Attachments:

1. CY 2024 CalViva_Sanger PPA_Fully Executed
2. 2024 Anthem_Sanger_FINAL_Fully Executed.cleaned
3. Transfer of Public Funds

HEALTH PLAN-PROVIDER AGREEMENT

AGREEMENT TO IMPLEMENT THE 2024 RATE RANGE IGTS

This Agreement is made this 5 day of August 2025, by and between the Fresno-Kings-Madera Regional Health Authority dba CalViva Health, a Medi-Cal Managed Care Plan hereinafter referred to as "PLAN", and City of Sanger, acting through its Fire Department, hereinafter referred to as "PROVIDER."

RECITALS:

WHEREAS, CalViva Health licensed under Health and Safety Code Section 1349 et seq. has a contract with the State Department of Health Care Services (DHCS) pursuant to Welfare and Institutions Code Section 14087.3 to act as a Medi-Cal managed care plan and CalViva Health has contracted with Health Net Community Solutions, Inc., (HNCS) which is a subsidiary of Health Net, Inc., which is a wholly owned subsidiary of Centene Corporation, to fulfill its responsibilities for the provision of Medi-Cal covered services for eligible Medi-Cal members. For purposes of this Agreement, Centene Corporation, Health Net of California, Inc., Health Net Community Solutions, Inc. and CalViva Health shall collectively be referred to as "PLAN";

WHEREAS, PROVIDER is an incorporated City whose Fire Department provides emergency response and ambulance transport to Plan members; and

WHEREAS, PLAN and PROVIDER desire to enter into an Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from City of Sanger (GOVERNMENTAL FUNDING ENTITY) to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

Calendar Year 2024 IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, # 24-0023 ("Intergovernmental Agreement") effective for the period of January 1, 2024 through December 31, 2024 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below

regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) The PLAN shall retain a 2% administrative fee based on the total amount of the IGT received from DHCS for PLAN’s cost to administer this program. Each providers’ share of the 2% fee shall be calculated based on the providers’ respective proportionate share of the LMMCRR IGT payment made by PLAN for Fresno County.

(2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

(1) Remain a participating PLAN provider;

(2) maintain its current emergency response and ambulance transport services for PLAN beneficiaries.

D. Schedule and Notice of Transfer of Non-Federal Funds

The GOVERNMENTAL FUNDING ENTITY shall notify the PLAN within five business days after the District funds referred to in the Intergovernmental Transfer Agreement have been transferred to the State.

PROVIDER shall provide PLAN with a copy of the schedule regarding the transfer of funds to State DHCS, referred to in the Intergovernmental Agreement, within fifteen (15) calendar days of the PROVIDER receiving such schedule from the State DHCS. Additionally, PROVIDER shall notify PLAN, in writing, no less than seven (7) calendar days prior to any changes to an existing schedule including, but not limited to, changes in the amounts specified therein.

E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer). After paying any required taxes and retaining the PLAN's administrative fee, as shown in Section B above, PLAN will pay PROVIDER a percent of the remaining LMMCRR IGT payment equal to the PROVIDER's contribution as a percent of total local provider contributions.

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than sixty (60) calendar days after receipt of the IGT MMCRRIs from State DHCS.

F. Consideration

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Agreement exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR IGT Payment amounts may be used by the PROVIDER in either the State fiscal year for which the payments are received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the retained LMMCRR IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other GOVERNMENTAL FUNDING ENTITY funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary

organization. Payments made by the health plan to providers under the terms of this Agreement constitute patient care revenues.

G. PLAN's Oversight Responsibilities

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN may request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

H. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Fresno County.

I. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section H. of this Agreement or otherwise in good faith by the parties. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section J. below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

J. Indemnification

PROVIDER agrees to indemnify and hold PLAN harmless in all matters relating to the IGT request, subsequent payment and use of such funds.

K. Remittance Information

The IGT-funded payments made by the PLAN pursuant only to this Agreement, shall be mailed to the PROVIDER at the address set forth below:

Greg Tarascou, Fire Chief
City of Sanger
1700 7th Street
Sanger, CA 93657

Phone: (559) 875-6568, Email: gregt@ci.sanger.ca

2. Term

The term of this Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2027.

SIGNATURES

BY HEALTH PLAN:  Date: 8/5/2025
Jeffrey Nkansah, Chief Executive Officer, CalViva Health

BY PROVIDER: 
Nathan Olson (Jul 23, 2025 10:44:51 PDT) Date: 07/23/2025
Nathan Olson, City Manager, City of Sanger

2024 CalViva Sanger_FINAL

Final Audit Report

2025-07-23

Created:	2025-07-23
By:	Lina Martinez (lina.martinez@ci.sanger.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9alJHcEwDZ6FVTRObmDMRgY-zJJe1hcf

"2024 CalViva Sanger_FINAL" History

-  Document created by Lina Martinez (lina.martinez@ci.sanger.ca.us)
2025-07-23 - 5:32:40 PM GMT
-  Document emailed to Nathan Olson (nathan.olson@ci.sanger.ca.us) for signature
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-  Document e-signed by Nathan Olson (nathan.olson@ci.sanger.ca.us)
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-  Agreement completed.
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**AMENDMENT
ANTHEM BLUE CROSS
INTERGOVERNMENTAL TRANSFER (IGT)
HEALTH PLAN-PROVIDER AGREEMENT**

This Amendment to the Intergovernmental Health Plan Provider Agreement is effective January 1, 2024 ("Effective Date") between Blue Cross of California dba Anthem Blue Cross, a California corporation hereinafter referred to as "PLAN", and the City of Sanger, acting through its Fire Department, hereinafter referred to as "PROVIDER".

RECITALS

- A. ANTHEM and PROVIDER have previously entered into an Intergovernmental Health Plan Provider Agreement ("Agreement") whereby PROVIDER is designated as a PROVIDER. The Agreement, as amended, remains in effect.
- B. Pursuant to Section N of the Agreement, the parties now desire to amend the Agreement to provide for the following changes to the Agreement.

THEREFORE, IT IS AGREED:

- I. Section A is deleted in its entirety and replaced with the following.

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds #24-0023, ("Intergovernmental Agreement") effective for the periods January 1, 2024 through December 31, 2024 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

- II. Section B is deleted in its entirety and replaced with the following.

B. Health Plan Retention

- 1) The PLAN shall retain a two and a half percent (2.5%) administrative fee based on the total amount of the IGT MMCRRIs received from DHCS for PLAN's cost to administer this program. Each provider's share of the 2.5% fee shall be calculated based on that provider's proportionate share of the LMMCRR IGT payment made by Plan in Fresno County.
- 2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

III. Section N is deleted in its entirety and replaced with the following.

N. Term

The term of this Amendment shall commence on July 1, 2024, and shall terminate on December 31, 2027.

This Agreement may be amended in writing by the PROVIDER and the PLAN as mutually agreed. Each time that the parties agree to participate in a Voluntary Rate Range Intergovernmental Agreement with State DHCS, the parties to this Agreement shall amend it in writing in order to update the IGT Rating Period, the term, the contract number for the “Intergovernmental Agreement Regarding Transfer of Public Funds” shown in Section A and to make any other necessary changes.

Upon acceptance by the parties, this Amendment, on January 1, 2024, will become a part of the Agreement, and all provisions of the Agreement not specifically inconsistent herewith will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed personally or by their duly authorized officers or agents.

SIGNATURES

ANTHEM BLUE CROSS

PROVIDER

Signature:  _____

Signature: Nathan Olson
Nathan Olson (Jul 23, 2025 10:44:07 PDT) _____

Name: John Pickett

Name: Nathan Olson

Title: Regional Vice President, Provider Solutions

Title: City Manager, City of Sanger

Date: 08/19/2025

Date: 07/23/2025

2024 Anthem_Sanger_FINAL

Final Audit Report

2025-07-23

Created:	2025-07-23
By:	Lina Martinez (lina.martinez@ci.sanger.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb1iIIYDdalzaVxee7vpgoHR68CcQi0sH

"2024 Anthem_Sanger_FINAL" History

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-  Document e-signed by Nathan Olson (nathan.olson@ci.sanger.ca.us)
Signature Date: 2025-07-23 - 5:44:07 PM GMT - Time Source: server
-  Agreement completed.
2025-07-23 - 5:44:07 PM GMT

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and CITY OF SANGER (“GOVERNMENTAL FUNDING ENTITY”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month (“PMPM”) contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2025 through December 31, 2025 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the “Estimated Member Months,” in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2025 through December 31, 2025 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2025. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as Intergovernmental Transfer (IGTs), to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share

of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2025 through December 31, 2025, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a

20 percent fee. DHCS has determined that \$0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Greg Tarascou, Fire Chief
1700 7th Street
Sanger, CA 93657
(559) 875-6568
gregt@ci.sanger.ca.us

With copies to:

Sandra Trevino, Executive Assistant
1700 7th Street
Sanger, CA 93657
(559) 875-6568
sandra.trevino@ci.sanger.ca.us

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so. Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2025 and shall expire as of June 30, 2028 unless terminated earlier by DHCS through written notification or by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on
the date of the last signature below.

CITY OF SANGER:

By: _____

Date: 8/27/26

(Funding Entity Signer)

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____

Date: _____

Sean Barber, Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan	Funding Entity	Rating Region	Service Period	Participation %
Anthem Blue Cross	City of Sanger	Tri-County	1/2025 - 12/2025	2.55%
Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	\$ 0.11	811,389	\$ 89,253
Child	UIS	\$ 0.03	43,244	\$ 1,297
Adult	SIS	\$ 0.20	273,702	\$ 54,740
Adult	UIS	\$ 0.09	112,141	\$ 10,093
Adult Expansion	SIS	\$ 0.05	640,137	\$ 32,007
Adult Expansion	UIS	\$ 0.02	105,012	\$ 2,100
SPD	SIS	\$ 0.67	100,662	\$ 67,444
SPD	UIS	\$ 0.23	15,585	\$ 3,585
SPD Dual	SIS	\$ 0.28	310,545	\$ 86,953
SPD Dual	UIS	\$ 0.11	5,841	\$ 643
LTC	SIS	\$ 0.67	327	\$ 219
LTC	UIS	\$ 0.23	254	\$ 58
LTC Dual	SIS	\$ 0.28	6,023	\$ 1,686
LTC Dual	UIS	\$ 0.11	79	\$ 9
Est. FE Total			2,424,941	\$ 350,086

Health Plan	Funding Entity	Rating Region	Service Period	Participation %
CalViva Health	City of Sanger	Tri-County	1/2025 - 12/2025	3.70%
Category of Aid	SIS/UIS	Contribution PMPM	Estimated Member Months*	Estimated Contribution (Non-Federal Share)
Child	SIS	\$ 0.16	2,035,344	\$ 325,655
Child	UIS	\$ 0.05	103,270	\$ 5,164
Adult	SIS	\$ 0.36	675,067	\$ 243,024
Adult	UIS	\$ 0.14	292,716	\$ 40,980
Adult Expansion	SIS	\$ 0.07	1,176,736	\$ 82,372
Adult Expansion	UIS	\$ 0.05	274,363	\$ 13,718
SPD	SIS	\$ 1.12	231,990	\$ 259,829
SPD	UIS	\$ 0.46	34,692	\$ 15,958
SPD Dual	SIS	\$ 0.42	317,246	\$ 133,243
SPD Dual	UIS	\$ 0.16	6,293	\$ 1,007
LTC	SIS	\$ 1.12	417	\$ 467
LTC	UIS	\$ 0.46	513	\$ 236
LTC Dual	SIS	\$ 0.42	7,226	\$ 3,035
LTC Dual	UIS	\$ 0.16	43	\$ 7
Est. FE Total			5,155,916	\$ 1,124,695

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

* FMAP is a weighted blend of multiple FMAPs.



City of Sanger

Report to the City Council

To: City Council
From: Joshua Goggins, Community Development Director
Subject: **Public Hearing to Consider Annexation No.8 (Tract 6531, Serenade II) into Community Facilities District 2005-1**

Conflict of Interest:

None known.

Recommendation:

Recommendation: Staff recommends that the City Council:

1. Hold the public hearing; and
2. Adopt a **Resolution No 2026-79** Authorizing the Annexation of Territory to Community Facilities District No. (CFD) 2005-1 (Annexation No. 8) and Authorizing the Levy of a Special Tax and Submitting the Levy of Tax to the Qualified Electors; and
3. Conduct a Special Election of the Qualified Electors of Annexation No. 8 of the City's CFD 2005-1 and Declare and Certify the Results Thereof; and
4. Adopt **Resolution No 2026-80** Making Certain Findings, Certifying the Results of Election and Adding the Territory Identified as Annexation No. 8 to CFD 2005-1.

Executive Summary:

On July 16, 2026, the City Council adopted Resolution No. 2026-64 stating its intention to annex certain territory into City of Sanger Community Facilities District 2005-1 (public services), setting a time and date for the public hearing thereon (August 20, 2026) and adopting boundary map showing territory proposed to be annexed to Community Facilities District 2005-1 (Annexation No. 8).

At tonight's meeting, after the close of the public hearing, the Council has two resolutions to consider. The first resolution sets forth the Council's approval to annex territory to CFD 2005-1, levy a special tax, and calls for an election. The second resolution is for adoption by the Council after the results of the election are announced by the City Clerk. This resolution also directs the filing of the Notice of Special Tax Lien against the annexed property to provide authority for City to collect the special tax.

Background:

On July 7, 2005, by Resolution No. 3758, the City Council established CFD 2005-1, a Mello Roos Community Facilities District with the intention that future development within the City would annex into this District. The special taxes collected from the property owners within the District are collected and used pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the “Act”) to provide funding to offset the increased cost for public safety and open space and parks maintenance created by new development, specifically listed as follows:

- a. fire protection and suppression services;
- b. emergency medical services including ambulatory services;
- c. community information with regard to public safety;
- d. earthquake and other emergency relief programs;
- e. other public safety services, including police protection services, authorized to be funded under Section 53313(a) or (b) of the Act;
- f. park operation and maintenance expenses;
- g. repair and replacement of park facilities;
- h. direct and indirect expenses incurred by the City in carrying out its duties with respect to the District, including the costs incurred by the City and or County in formation of the district, annexation and annual contract administration.

Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-01. Projects may be annexed one at a time, or in a group if they are ready at the same time.

The subdivision known as Tract 6531, makes up Annexation No. 8 and is owned by D.R. Horton CA3, Inc. The Project includes the development of 48 single family residential units located at the southwest corner of North and Greenwood Avenues. The boundaries of the Project consist of the area within assessor’s parcel number 332-090-03 as depicted on Attachment A to the Resolution. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-01 prior to recordation of the final subdivision map.

Reason for Recommendation:

The CFD 2005-1 assessment is utilized to offset the costs of public safety and open space and parks maintenance created by new development. As development occurs in Sanger, annexing the property to the CFD will help ensure that the City can continue to provide these services. Annexation is also a necessary component to allow for the development of 48 new single-family residences, as conditioned upon the tentative map.

Fiscal Impact:

The 2026/27 Fiscal Year CFD 2005-1 assessment for single family residential development is approximately \$759.52 per dwelling unit. Based on this figure, the estimated annual revenue that will be received by the City for all 48 units is projected to be \$36,457 because CFD 2005-1

includes an annual CPI adjustment, this amount will grow over time. The process for annexation is funded by the developer and no General Fund revenue are to be used for this effort.

Alternatives:

One alternative would be to deny the application and not annex the property into CFD 2005-1. In this case, the Council should also provide direction whether it intends to relieve the Applicant of condition set forth in Resolution 2023-05 G.9 for Tentative Tract Map No. 6431, which requires the annexation in order to approve the Final Map.

Actions Following Approval:

Staff anticipates that the City Clerk will file the diagram and assessment with the Fresno County Auditor-Controller concurrently with the recording of the final map.

Attachments:

1. RESO 2026-79_CFD 2005-1, Annexation No 8, Calling Election
2. RESO 2026-80_CFD 2005-1, Annexation No 8, Declaring Election Results
3. Tract 6531 - CFD Covenant - DRH SIGNED 05.06.26

RESOLUTION NO. 2026-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER AUTHORIZING THE ANNEXATION OF TERRITORY TO THE CITY OF SANGER COMMUNITY FACILITIES DISTRICT 2005-1 (PUBLIC SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS

WHEREAS, the City Council of the City of Sanger, California, on July 16, 2026 adopted Resolution No. 2026-62 (hereafter referred to as the “Resolution of Intention”) stating its intention to annex territory to City of Sanger Community Facilities District No. 2005-1 (“CFD No. 2005-1”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”); and

WHEREAS, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-1, and a description and map of the proposed boundaries of the territory to be annexed to CFD No. 2005-1 (“Annexation No. 8”), is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on July 16, 2026 this Council held a public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory in Annexation No. 7 to CFD No. 2005-1 and the special taxes to be levied therein; and

WHEREAS, at said July 16, 2026 hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2005-1 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing or at the hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2005-1 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2005-1, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2005-1 as Annexation No. 8, or (iii) owners of one-half or more of the area of land in the territory within CFD 2005-1 and not exempt from special tax, or (iv), owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2005-1 as Annexation No. 8 and not exempt from the special tax; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the CFD No. 2005-1 or within the original CFD No. 2005-1; and

WHEREAS, a boundary map for Annexation No. 8 to CFD No. 2005-1 is on file with the City Clerk and shall be filed with the County Recorder of the County of Fresno, which map shows the territory to be annexed in these proceedings;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanger as follows:

1. **Recitals.** The City Council hereby specifically finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.
2. **Prior Proceedings.** All prior proceedings taken by this Council with respect to CFD No. 2005-1 and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.
3. **Boundaries.** The description and map of the boundaries of the territory to be annexed as Annexation No. 8 to CFD No. 2005-1, attached as Exhibit A to the Resolution of Intention and on file with the City Clerk, are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD No. 2005-1, and said territory is hereby annexed to CFD No. 2005-1, subject to voter approval of the levy of the special taxes therein as hereinafter provided.
4. **Services.** The services CFD No. 2005-1, including Annexation No. 8, is authorized to finance are follows:

PUBLIC SERVICES

The services that are authorized to be financed by CFD No. 2005-1 shall include the City services authorized under Section 53313 of the Act, which include the following services, to the extent those services are in addition to those provided in the territory of CFD No. 2005-1 before CFD No. 2005-1 was created (or, with as to territory which may be annexed to CFD No. 2005-1, before such territory was annexed to CFD No. 2005-1), with the first priority being fire and emergency medical service, then police and public safety, and finally park maintenance costs, identified more specifically as follows:

PUBLIC SERVICES

- (a) fire protection and suppression services;
- (b) emergency medical services including ambulatory services;
- (c) community information with regard to public safety;
- (d) earthquake and other emergency relief programs;
- (e) other public safety services, including police protection services, authorized to be funded under Section 53313(a) or (b) of the Act;
- (f) park operation and maintenance expenses;
- (g) repair and replacement of park facilities;
- (h) direct and indirect expenses incurred by the City in carrying out its duties with respect to the District, including the costs incurred by the City and or County in formation of the district, annexation and annual contract administration.

In accordance with Section 53313 of the Act, the additional services may not supplant services available within the territory when the district was created or annexed.

The same types of services which are authorized to be financed by CFD No. 2005-1 are the types of services to be provided in Annexation No. 8. If, and to the extent possible, such services shall be provided in common within CFD No. 2005-1 and Annexation No. 8.

5. **Special Taxes.** It is the intention of this City Council that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2005-1 and the territory proposed to be annexed as part of Annexation No. 8, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 8, will be levied annually within the boundaries of Annexation No. 7 from and after the annexation of such property to CFD No. 2005-1. The special taxes shall be those as originally authorized through the formation of CFD No. 2005-1 and adopted by resolution or ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2005-1.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A," which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within Annexation No. 8 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

6. **No Majority Protest.** Written protests against the annexation of the territory in Annexation No. 8 to CFD No. 2005-1, or against the furnishing of specified services or the levying of a specified special tax within CFD No. 2005-1, have not been filed by fifty percent (50%) or more of the registered voters or six (6) registered voters, whichever is greater, residing within the boundaries of the existing District, nor by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to CFD No. 2005-1. The proposed special tax to be levied within Annexation No. 8 has not been precluded by majority protest.
7. **Election.** The provisions of the Resolution of Intention of the City, each as heretofore adopted by this Council, are by this reference incorporated herein as if fully set forth herein. In addition, the Council resolves as follows:
 - (a) Pursuant to the provisions of the Act, a measure of the levy of the special tax within Annexation No. 8 shall be submitted to the voters within Annexation No. 8 at an election called therefor as hereinafter provided. This Council hereby finds that twelve (12) or more persons have not been registered to vote within Annexation No. 8 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council

for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 8 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 8.

- (b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail or hand-delivered ballot under applicable sections of the California Elections Code, commencing with Section 4000 of said code with respect to elections conducted by mail. Ballots may be delivered by mail or personal service. The Council hereby calls a special election to consider the measure described and incorporated in the form of ballot, attached as Exhibit “B,” and by this reference incorporated herein, which election shall be held on July 16, 2026, (hereafter referred to as “Election Day”). The City Clerk shall act as the election official to conduct the election and provide each landowner in the territory to be annexed to CFD No. 2005-1, a ballot in the form of Exhibit “B”, which form is hereby approved. The City Clerk shall accept the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery. The qualified electors may waive provisions related to the conduct of the election as permitted by the Act.
- (c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, has been waived by the voters and the date for the election hereinabove specified is established accordingly. The City Council also finds that any applicable notices of hearing or election have been waived by the sole landowner of the District.
- (d) The City Council hereby calls and schedules an election for September 3, 2026 at 6 p.m., on the measure of the annual levy of special taxes on taxable property within Annexation No. 8 to CFD No. 2005-1 to finance public services within the CFD No. 2005-1, and on the establishment of an appropriations limit for CFD No, 2005-1, including Annexation No. 8 to CFD No. 2005-1.
- (e) The Measure to be submitted to the voters of Annexation No. 8 at such special election shall be as follows:

BALLOT MEASURE

Shall the City of Sanger Community Facilities District No. 2005-1 (Public Services) ("CFD 2005-1"), subject to accountability measures required pursuant to Government Code Section 50075.1, levy a special tax on the Taxable Property throughout Annexation No. 6 to CFD No. 2005-1 pursuant to the rate and method of apportionment thereof set forth in Exhibit B (the "Rate and Method of Apportionment") to the July 16, 2026 Resolution entitled "<i>A Resolution of the City Council of the City of Sanger Declaring its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Pursuant to the Mello-Roos Community Facilities Act of 1982</i>" (the "Resolution of Intention"), as approved by "<i>A Resolution of the City of Sanger of Formation of City of Sanger Community Facilities District No. 2005-1 (Public Services), Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District and Submitting Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District</i>" (the "Resolution of Formation") adopted on July 7, 2005 concurrently with "<i>A Resolution of the City of Sanger Calling Special Election Within Community District No. 2005-1 (Public Services)</i>," and the Resolution authorizing Annexation No. 8 and submitting the levy of the special tax to the qualified electors, adopted on September 3, 2026, of the City of Sanger (collectively, the "Resolution"), for the purposes of financing a portion of the costs of certain specified services as set forth in the Resolution, together with incidental expenses by and through the proceeds of the special tax, all as specified in its resolutions pertaining thereto?	MARK "YES" OR "NO" WITH AN "X": YES: ☐ NO: ☐
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8. **Procedures.** The procedures to be followed in conducting the special election shall be as follows:
- a. Pursuant to Section 53326 of the California Government Code, ballots for the special election shall be distributed to the qualified electors by the City Clerk by mail or by personal service/hand delivery.
 - b. Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official, shall mail or deliver to each qualified elector an official ballot in the appropriate form, and shall also mail or deliver to all such qualified electors a ballot pamphlet, instructions to voter, and a return identification envelope addressed to the City Clerk for the return of voted official ballots. Certain requirements may be waived by the qualified elector.
 - c. The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter.
 - d. The return identification envelope mailed or delivered by the City Clerk (or as part of the envelope and/or voter certification) to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of the declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.
 - e. The information to voter form to be delivered by the City Clerk to the landowner-voter shall inform them that the official ballot shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 6:00 p.m. on September 3, 2026; provided that if all qualified electors have voted, the election shall be closed with the concurrence of the City Clerk.
 - f. Upon receipt of the return identification envelope, which are returned prior to the voting deadline on the date of the election of 6:00 p.m. on September 3, 2026, the City Clerk shall canvass the votes cast in the election, and shall

file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

8. **Certification.** The City Clerk shall certify to the adoption of this resolution.

The foregoing resolution was considered by the City Council of the City of Sanger at a regular meeting of said Council held on September 3, 2026 and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Lina Martinez, City Clerk

Exhibit A

Description and Boundaries of Territory and Rate and Method of Apportionment

Lots 1 through 48, inclusive, of Tract 6531, Serenade II, proposed to be levied as follows:

<u>Lot</u>	<u>Landowner</u>	<u>Proposed Assessment (FY 26-27)</u>
1	D.R. Horton CA3, Inc.	\$759.52
2	D.R. Horton CA3, Inc.	\$759.52
3	D.R. Horton CA3, Inc.	\$759.52
4	D.R. Horton CA3, Inc.	\$759.52
5	D.R. Horton CA3, Inc.	\$759.52
6	D.R. Horton CA3, Inc.	\$759.52
7	D.R. Horton CA3, Inc.	\$759.52
8	D.R. Horton CA3, Inc.	\$759.52
9	D.R. Horton CA3, Inc.	\$759.52
10	D.R. Horton CA3, Inc.	\$759.52
11	D.R. Horton CA3, Inc.	\$759.52
12	D.R. Horton CA3, Inc.	\$759.52
13	D.R. Horton CA3, Inc.	\$759.52
14	D.R. Horton CA3, Inc.	\$759.52
15	D.R. Horton CA3, Inc.	\$759.52
16	D.R. Horton CA3, Inc.	\$759.52
17	D.R. Horton CA3, Inc.	\$759.52
18	D.R. Horton CA3, Inc.	\$759.52
19	D.R. Horton CA3, Inc.	\$759.52
20	D.R. Horton CA3, Inc.	\$759.52
21	D.R. Horton CA3, Inc.	\$759.52
22	D.R. Horton CA3, Inc.	\$759.52
23	D.R. Horton CA3, Inc.	\$759.52
24	D.R. Horton CA3, Inc.	\$759.52
25	D.R. Horton CA3, Inc.	\$759.52
26	D.R. Horton CA3, Inc.	\$759.52
27	D.R. Horton CA3, Inc.	\$759.52
28	D.R. Horton CA3, Inc.	\$759.52
29	D.R. Horton CA3, Inc.	\$759.52
30	D.R. Horton CA3, Inc.	\$759.52
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44	D.R. Horton CA3, Inc.	\$759.52
45	D.R. Horton CA3, Inc.	\$759.52
46	D.R. Horton CA3, Inc.	\$759.52
47	D.R. Horton CA3, Inc.	\$759.52
48	D.R. Horton CA3, Inc.	\$759.52

Exhibit B

Form of Ballot

SANGER COMMUNITY FACILITIES NO. 2005-1 (PUBLIC SERVICES)
CITY OF SANGER, COUNTY OF FRESNO, STATE OF CALIFORNIA

SPECIAL ELECTION BALLOT, ANNEXATION NO. 8

SPECIAL ELECTION DATE: September 3, 2026

This ballot is for the use of the authorized representative of the following owner of the land within Annexation No. 8 to the City of Sanger Community Facilities District No. 2005-01 (Public Services), City of Sanger, County of Fresno, State of California ("the Community Facilities District"):

Name of Landowner	Number of Acres Owned	Total Votes

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Sanger (the "City"), the above-named Landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by the landowner.

In order to be counted, this ballot must be executed and certified below and be returned to the City Clerk, by mail or in person, to be received by the City Clerk prior to 6:00 p.m. on September 3, 2026, at the Office of the City Clerk, 1700 7th Street, Sanger, California 93657.

Mailing by that time will not be sufficient. This ballot must be received by the time stated in order to be counted.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT.

All distinguishing marks or erasures are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

BALLOT MEASURE

Shall the City of Sanger Community Facilities District No. 2005-1 (Public Services) (“CFD 2005-1”), subject to accountability measures required pursuant to Government Code Section 50075.1, levy a special tax on the Taxable Property throughout Annexation No. 8 to CFD No. 2005-1 pursuant to the rate and method of apportionment thereof set forth in Exhibit B (the “Rate and Method of Apportionment”) to the July 16, 2026, Resolution entitled “<i>A Resolution of the City Council of the City of Sanger Declaring its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Pursuant to the Mello-Roos Community Facilities Act of 1982</i>” (the “Resolution of Intention”), as approved by “<i>A Resolution of the City of Sanger of Formation of City of Sanger Community Facilities District No. 2005-1 (Public Services), Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District and Submitting Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District</i>” (the “Resolution of Formation”) adopted on July 7, 2005 concurrently with “<i>A Resolution of the City of Sanger Calling Special Election Within Community District No. 2005-1 (Public Services)</i>,” and the Resolution authorizing Annexation No. 8 and submitting the levy of the special tax to the qualified electors, adopted on September 3, 2026, of the City of Sanger (collectively, the “Resolution”), for the purposes of financing a portion of the costs of certain specified services as set forth in the Resolution, together with incidental expenses by and through the proceeds of the special tax, all as specified in its resolutions pertaining thereto?	MARK “YES” OR “NO” WITH AN “X”: YES: <input data-bbox="1057 453 1135 516" type="checkbox"/> NO: <input data-bbox="1057 583 1135 646" type="checkbox"/>
---	--

The undersigned is the above-named Landowner or the authorized representative of the above-named Landowner and is a person legally authorized and entitled to cast this ballot on behalf of the above-named Landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2026.

Signature

Print Name

Title

RESOLUTION NO. 2026-80

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, MAKING CERTAIN FINDINGS, DECLARING AND CERTIFYING THE RESULTS OF AN ELECTION AND ADDING PROPERTY AS CITY OF SANGER COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), ANNEXATION NO. 8

WHEREAS, the City Council of the City of Sanger (the “City Council”), has previously formed a Community Facilities District pursuant to the provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as City of Sanger Community Facilities District No. 2005-1 (Public Services) (hereafter referred to as CFD No. 2005-1); and,

WHEREAS, the City Council initiated proceedings to annex certain territory to Community Facilities District No. 2005-1, Annexation No. 8 (hereafter referred to as “Annexation No. 8”); and

WHEREAS, the City Council, following a public hearing on the annexation and special taxes, called and duly held an election in the area of Annexation No. 8 pursuant to Resolution No. 2026-64 adopted on July 16, 2026 (“Resolution Calling Election”) for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the CFD No. 2005-1 known and designated as “Annexation No. 8”, a measure for the levy of a special tax and the establishment of an appropriations limit (“Measure”) in accordance with the method set forth in Exhibit “B” to Resolution No. 2026-XX adopted on July 16, 2026 (the “Resolution of Intention”); and

WHEREAS, twelve (12) or more registered voters have not resided within the territory of Annexation No. 8 for each of the ninety (90) days preceding July 16, 2026, therefore, pursuant to the Act the qualified electors of Annexation No. 8 shall be the “landowners” of Annexation No. 8 as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within; and

WHEREAS, the landowners of record within the territory of Annexation No. 8 as of the close of the public hearing held on July 16, 2026, unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in a written petition executed by the landowners which are on file with the City Clerk as election official (the “Election Official”) concurring therein; and

WHEREAS, pursuant to the Act, the landowner of record unanimously consented to the annexation and special taxes to be levied in Annexation No. 8 to the CFD in addition to the election which was conducted on the date hereof;

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”), the special election was held on July 16, 2026; and

WHEREAS, the City Clerk of the City of Sanger has caused ballots to be distributed to the qualified electors of Annexation No. 8, has received and canvassed such ballots and made a report to the

City Council regarding the results of such canvas, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon and such measure did receive the favorable 2/3rds vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the territory to be annexed and designated as Annexation No. 8 (hereafter referred to as the “Annexation Map”), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, and a list of Properties to be annexed and landowners, a copy of which is attached as Exhibit C hereto and incorporated herein by this reference, has been submitted to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanger as follows:

1. The City Council hereby specifically finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.
2. The canvass of the votes cast in the Property to be annexed to the District at the special election held in the territory of Annexation No. 8 on July 16, 2026.
3. The Measure presented to the qualified electors of the Annexation No. 8 for receipt by the Election Official on September 3, 2026, has received a unanimous vote of the qualified electors voting at said election, and the Measure has carried. The City Council is hereby authorized to take the necessary steps to levy the special tax authorized by the Measure in the area of Annexation No. 8.
4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the legislative body and to indicate the official declaration of the result of such special election.
5. The City Council hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit B to the Resolution of Intention and Exhibit A to the Resolution Calling Election. The whole of the territory within Annexation No. 8 shall be subject to the special tax consistent with the provisions of the Act, an Ordinance of the City Council to be adopted (or which has been adopted) levying the special tax (the “Ordinance”) and this Resolution. The terms of the Ordinance shall be applicable to Annexation No. 8.
6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the City Council shall abide by the accountability measures pertaining to the levy by the CFD No. 2005-1 of the Special Tax:
 - A. Such Special Tax with respect to the CFD No. 2005-1 shall be levied for the specific purposes set forth in the Measure.
 - B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in the Measure referred to therein.
 - C. The District has established an account or accounts into which the proceeds of such Special Tax shall be deposited.

- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.
7. The boundaries and parcels of territory within Annexation No. 8 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council for recordation.
8. The City Council does hereby determine and declare that Annexation No. 8 is now added to and becomes a part of CFD No. 2005-1. The City Council, acting as the legislative body of CFD No. 2005-1, is hereby empowered to levy the authorized special tax within Annexation No. 8.
9. Immediately upon adoption of this Resolution, an Amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.
10. The City Clerk shall certify to the adoption of this resolution.

The foregoing resolution was considered by the City Council of the City of Sanger at a regular meeting of said Council held on September 3, 2026 and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Lina Martinez, City Clerk

Exhibit A

Certificate of Election Official

**CITY OF SANGER, CALIFORNIA
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)
ANNEXATION NO. 8**

**CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

STATE OF CALIFORNIA)
COUNTY OF FRESNO)
CITY OF SANGER)

I, Lina Martinez, City Clerk in my capacity as Elections Official in the City of Sanger, California, in its capacity as the legislative body of the City of Sanger Community Facilities District No. 2005-1 (Public Services) (the "District"), DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on September 3, 2026, held in Annexation No. 8 to the District.

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 3rd day of September, 2026.

CITY OF SANGER COMMUNITY FACILITIES
DISTRICT NO. 2005-1 (PUBLIC SERVICES)

By: _____
Lina Martinez, City Clerk

**CITY OF SANGER
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)
ANNEXATION NO. 8**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION
September 3, 2026**

	Qualified Landowner <u>Votes</u>	Votes <u>Cast</u>	<u>YES</u>	<u>NO</u>
City of Sanger, Community Facilities District No. 2005-1 (Public Services) of Annexation No. 8, Special Election, September 3, 2026				

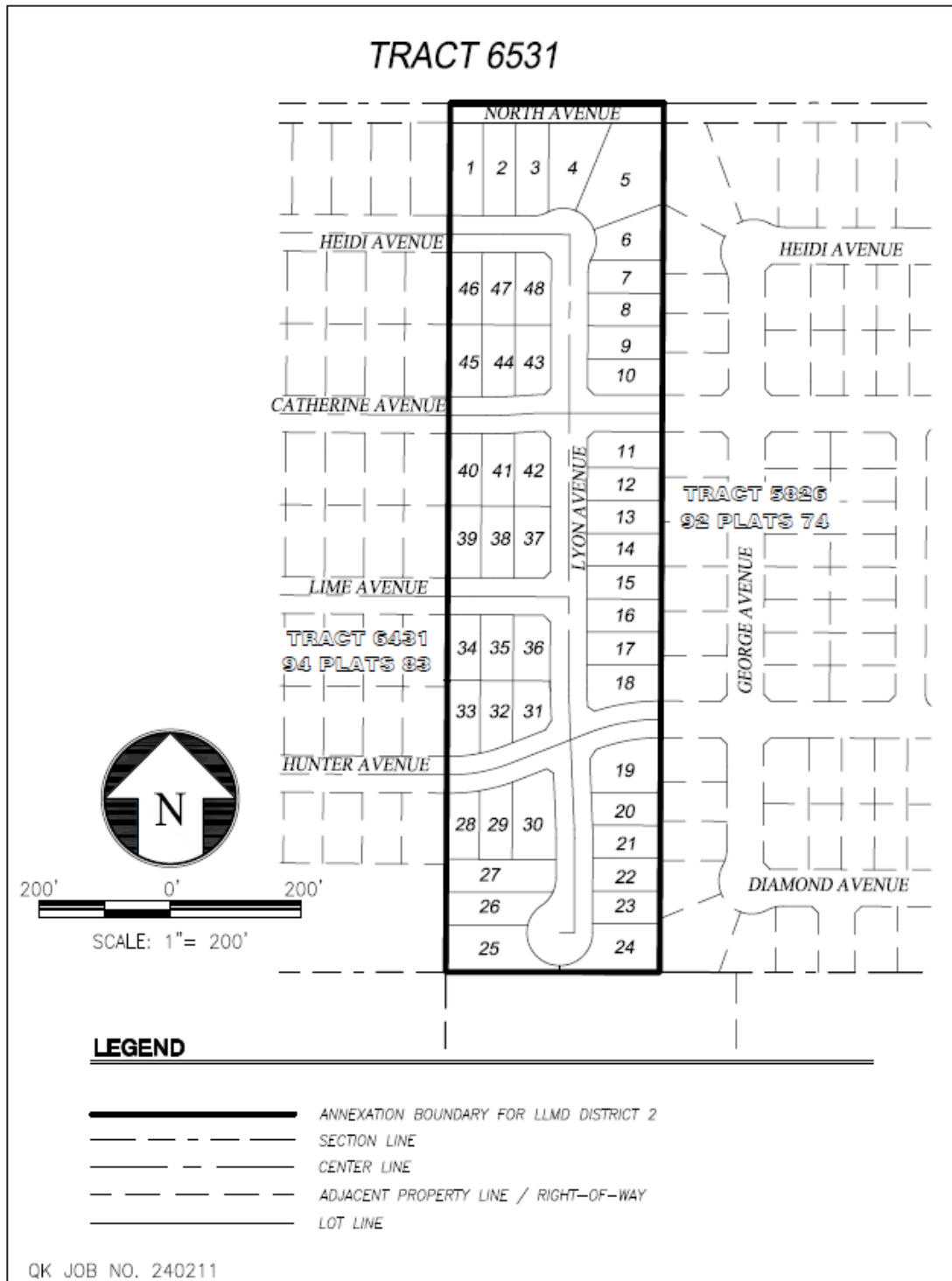
MEASURE SUBMITTED TO VOTE OF VOTERS:

Shall the City of Sanger Community Facilities District No. 2005-1 (Public Services) ("CFD 2005-1"), subject to accountability measures required pursuant to Government Code Section 50075.1, levy a special tax on the Taxable Property throughout Annexation No. 8 to CFD No. 2005-1 pursuant to the rate and method of apportionment thereof set forth in Exhibit B (the "Rate and Method of Apportionment") to the May 19, 2005, Resolution entitled "<i>A Resolution of the City Council of the City of Sanger Declaring its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Pursuant to the Mello-Roos Community Facilities Act of 1982</i>" (the "Resolution of Intention"), as approved by "<i>A Resolution of the City of Sanger of Formation of City of Sanger Community Facilities District No. 2005-1 (Public Services), Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District and Submitting Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District</i>" (the "Resolution of Formation") adopted on July 7, 2005 concurrently with "<i>A Resolution of the City of Sanger Calling Special Election Within Community District No. 2005-1 (Public Services)</i>," and the Resolution authorizing Annexation No. 8 and submitting the levy of the special tax to the qualified electors, adopted on	MARK "YES" OR "NO" WITH AN "X": YES: <input style="display: inline-block; width: 50px; height: 30px; vertical-align: middle;" type="checkbox"/> NO: <input style="display: inline-block; width: 50px; height: 30px; vertical-align: middle;" type="checkbox"/>
--	--

September 3, 2026 of the City of Sanger (collectively, the “Resolution”), for the purposes of financing a portion of the costs of certain specified services as set forth in the Resolution, together with incidental expenses by and through the proceeds of the special tax, all as specified in its resolutions pertaining thereto?	
--	--

Exhibit B

Annexation Map



**PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 8 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES),
CITY OF SANGER, FRESNO COUNTY, CALIFORNIA**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANGER, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Assessor's Parcel Number(s): 332-090-03

Exhibit C

Properties Annexed

Lots 1 through 48, inclusive, of Tract 6531, Serenade II, proposed to be levied as follows:

<u>Lot</u>	<u>Landowner</u>	<u>Proposed Assessment (FY 26-27)</u>
1	D.R. Horton CA3, Inc.	\$759.52
2	D.R. Horton CA3, Inc.	\$759.52
3	D.R. Horton CA3, Inc.	\$759.52
4	D.R. Horton CA3, Inc.	\$759.52
5	D.R. Horton CA3, Inc.	\$759.52
6	D.R. Horton CA3, Inc.	\$759.52
7	D.R. Horton CA3, Inc.	\$759.52
8	D.R. Horton CA3, Inc.	\$759.52
9	D.R. Horton CA3, Inc.	\$759.52
10	D.R. Horton CA3, Inc.	\$759.52
11	D.R. Horton CA3, Inc.	\$759.52
12	D.R. Horton CA3, Inc.	\$759.52
13	D.R. Horton CA3, Inc.	\$759.52
14	D.R. Horton CA3, Inc.	\$759.52
15	D.R. Horton CA3, Inc.	\$759.52
16	D.R. Horton CA3, Inc.	\$759.52
17	D.R. Horton CA3, Inc.	\$759.52
18	D.R. Horton CA3, Inc.	\$759.52
19	D.R. Horton CA3, Inc.	\$759.52
20	D.R. Horton CA3, Inc.	\$759.52
21	D.R. Horton CA3, Inc.	\$759.52
22	D.R. Horton CA3, Inc.	\$759.52
23	D.R. Horton CA3, Inc.	\$759.52
24	D.R. Horton CA3, Inc.	\$759.52
25	D.R. Horton CA3, Inc.	\$759.52
26	D.R. Horton CA3, Inc.	\$759.52
27	D.R. Horton CA3, Inc.	\$759.52
28	D.R. Horton CA3, Inc.	\$759.52
29	D.R. Horton CA3, Inc.	\$759.52
30	D.R. Horton CA3, Inc.	\$759.52
31	D.R. Horton CA3, Inc.	\$759.52
32	D.R. Horton CA3, Inc.	\$759.52
33	D.R. Horton CA3, Inc.	\$759.52
34	D.R. Horton CA3, Inc.	\$759.52
35	D.R. Horton CA3, Inc.	\$759.52
36	D.R. Horton CA3, Inc.	\$759.52
37	D.R. Horton CA3, Inc.	\$759.52
38	D.R. Horton CA3, Inc.	\$759.52
39	D.R. Horton CA3, Inc.	\$759.52
40	D.R. Horton CA3, Inc.	\$759.52

41	D.R. Horton CA3, Inc.	\$759.52
42	D.R. Horton CA3, Inc.	\$759.52
43	D.R. Horton CA3, Inc.	\$759.52
44	D.R. Horton CA3, Inc.	\$759.52
45	D.R. Horton CA3, Inc.	\$759.52
46	D.R. Horton CA3, Inc.	\$759.52
47	D.R. Horton CA3, Inc.	\$759.52
48	D.R. Horton CA3, Inc.	\$759.52

WHEN RECORDED MAIL TO:

City Clerk
City of Sanger
1700 7th Street
Sanger, CA 93657

NO FEE - Government Code 6103 & 27383

APN: 332-090-03
TRACT NO. 6531

**COVENANT REGARDING LAND DEVELOPMENT FOR THE
FINAL MAP OF TRACT NO 6531
COMMUNITY FACILITIES DISTRICT NO. 2005-01**

This covenant and agreement is by and between the City of Sanger, a general law city ("City"), and D.R. Horton CA3, Inc., a Delaware corporation ("Covenantor") located at 419 W. Murray Blvd., Visalia, CA 93291, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Sanger.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Sanger, County of Fresno, State of California, hereinafter referred to as "the Subject Property," and more particularly described as:

Lots 1 through 48, inclusive, of Tract No. 6531 in the City of Sanger, County of Fresno, State of California, according to the map thereof recorded in Volume ____ of Plats at Pages ____ through ____, Fresno County Records.

B. A condition of approval of Tentative Tract No. 6531 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to a Community Facilities District (CFD) to provide special tax revenue for the anticipated cost increases associated with providing city services (i.e., police, fire, ambulance, paramedic, parks maintenance, etc.). The Covenantor is also required to disclose to all potential lot buyers that the Tract is part of a Community Facilities District. Said condition is set forth in Resolution No. 2025-09 as Condition No. G.7 (hereafter "CFD Condition").

C. The Covenantor and the City desire to enter into this covenant ("Covenant") providing for such annexation and notice to satisfy the CFD Condition for the Subject Property portion of Tentative Tract No. 6531.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the CFD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness,

usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation of Tract Map No. 6531, Covenantor will annex the property to a CFD to provide special tax revenue for the anticipated cost increases associated with providing City services (i.e., police, fire, ambulance, paramedic, parks maintenance, etc.). The City and the Covenantor agree that annexation into City of Sanger Community Facilities District No. 2005-1 (Public Services) will meet the requirement of the CFD Condition to annex into a CFD for the Subject Property.

2. The Covenantor agree to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of a CFD.

3. The conditions of this Covenant are intended to benefit the Subject Property, the public, the City and its public properties. Accordingly, it is agreed the City shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor and such person or persons in actual possession of Subject property who directly or who through any agent violate the terms hereof.

4. The waiver by either party of a breach by the other of any provision of this Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Covenant. No provisions of this Covenant may be waived unless in writing and signed by all parties to this Covenant. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

5. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under the CFD, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses

incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

6. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

7. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

8. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Fresno.

9. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

///

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF SANGER
a Municipal Corporation

Covenantor:
DR HORTON CA3, INC.
a Delaware Corporation

By: _____
Nathan Olson
City Manager

By:  _____
David Hatch, Vice President and Division
President of the Central Valley Division

(Attach Notary Acknowledgments)

(Attach Notary Acknowledgment)

ATTEST:

By: _____
Lina Martinez
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon Chaffin
City Attorney

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 Tulare)

On May 6, 2026 before me, R. Hensley, Notary Public
(insert name and title of the officer)

personally appeared David Hatch,
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.

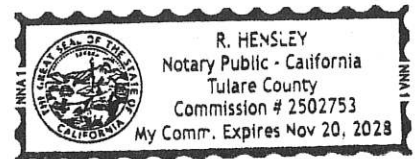
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

R Hensley

(Seal)





City of Sanger

Report to the City Council

To: City Council
From: Joshua Goggins, Community Development Director
Subject: **Public Hearing to Consider the Proposed Annexation of Property Within Tract 6531, into Sanger Landscaping and Lighting Maintenance District No. 2, Area 1, and to Establish a levy of Assessments for the Annexed Territory**

Conflict of Interest:

None known.

Recommendation:

Recommendation: That the City Council conduct a public hearing and adopt **Resolution No. 2026-81**, a Resolution Confirming and Ordering Annexation into Sanger Landscaping and Lighting Maintenance District No. 2, Area 1, and Establishing a Levy of Assessments for the Annexed Territory.

Executive Summary:

This public hearing is for the purpose of annexing property in Tract 6531, to LLMD No. 2 per the Diagram attached to the proposed resolution. On July 16, 2026, the City Council initiated the process for annexation with the adoption of Resolution No. 2026-65 and setting of a public hearing for August 20, 2026. The proposed Resolution finds that there is no majority protest by the Applicant, annexes the property into Area 1, of LLMD No. 2, and sets the levy at \$116 per lot for the current fiscal year. Going forward, the annexed property will be subject to the annual levy approved by the City Council every year for all property within LLMD No. 2, Area 1. Approval of the proposed Resolution will conclude the process by annexing the lots of a new residential subdivision into LLMD No. 2 being developed by D.R. Horton CA3, Inc. ("Applicant") and setting a levy at the same rate as other properties in LLMD No. 2, Area 1.

Background:

The Landscaping and Lighting Act of 1972, California Streets and Highways Code Section 22500 et. seq. was designed to allow local governments the ability to collect assessments to defray the cost of maintaining street lighting, and landscaped areas within the public right-of-way. These costs were recognized as costs, which directly benefit property owners by increasing the value of their property. Adequate street lighting increases safety and decreases crime. Well-kept landscaped areas enhance the quality of life in neighborhoods and directly affect the

marketability and value of property.

The City of Sanger has two established Landscaping and Lighting Maintenance Districts to maintain City parks, landscaped areas, block walls, and streetlight operation and maintenance. Sanger Landscaping and Lighting Maintenance District No. 2 (“LLMD No. 2”) was established in 2004 to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLMD No. 2 City public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 2 City public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts.

The Applicant has submitted a final map Tract 6531, Serenade II for approval by the City Council, which will be considered by the City Council as part of a separate Agenda item at a meeting. A condition of approval for Tract 6531 requires that the lots in Tract 6531 annex into LLMD No. 2. Consistent with that requirement, the Applicant has submitted a petition and waiver to the City, requesting annexation into LLMD No. 2 and agreeing to the initial assessment amount of \$116.00 per lot for the fiscal year. Thereafter, the property would be subject to the annual levy amounts approved by Council for LLMD No. 2 for each fiscal year.

The Applicant has also (i) waived certain resolutions, report, notices of hearing, and right of majority protest, and consented to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waived any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act. As a result of this waiver, the annexation process can be expedited as no report by the City Engineer is required to be prepared and filed with the City Clerk, nor is a ballot and majority protest required.

Reason for Recommendation:

The LLMD No. 2 assessment is utilized to offset the costs of streetlight and right of way maintenance and operations within the established LLMD No. 2 area. Street lighting and well-maintained landscaping increases safety and the quality of life and directly affects the actual property values of homes and businesses located in the City of Sanger. As new development occurs in Sanger, annexing the property to LLMD No. 2 will help ensure that property is maintained. Annexation is also a necessary component to allow for the development of 48 new single-family residences, and to help assist with the City’s housing stock.

Fiscal Impact:

Each lot that is annexed will pay the current rate of \$116.00 for the Fiscal Year, or \$5,568 total for all 48 proposed lots. Thereafter, the City Council will approve assessment amounts for Area 1 of LLMD No. 2, which may be adjusted to reflect increases based on the consumer price index.

Alternatives:

The City Council may consider three primary alternatives regarding the proposed annexation. First, the Council can approve the proposed annexation and resolution, confirming the annexation of Tract 6531 into Sanger Landscaping and Lighting Maintenance District No. 2, Area 1, and establishing the assessment levy as recommended by staff. Second, the Council can modify the proposed resolution by directing specific adjustments to the assessment terms or

conditions prior to final adoption. Third, the Council can deny the proposed annexation, choosing not to incorporate Tract 6531 into LLMD No. 2, which would necessitate alternative funding and arrangements for maintaining local streetlights and landscaping infrastructure within the subdivision.

Actions Following Approval:

Staff anticipates that the City Clerk will file the diagram and assessment with the Fresno County Auditor-Controller concurrently with the recording of the final map.

Attachments:

1. RESO 2026-81_LLMD #2- Hearing #2
2. Tract 6531 - LLMD Covenant - DRH SIGNED 05.06.26

RESOLUTION NO. 2026-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER CONFIRMING AND ORDERING ANNEXATION INTO SANGER LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 2, AREA 1, AND ESTABLISHING A LEVY OF ASSESSMENTS FOR THE ANNEXED TERRITORY (ANNEXATION NO. 8)

WHEREAS, the Landscaping and Lighting Act of 1972 (“Act”) provides and establishes procedures for annexing properties to an existing Landscaping and Lighting Assessment District; and

WHEREAS, on April 1, 2004 the Sanger City Council established the “Sanger Landscape and Lighting Maintenance District No. 2” (“LLMD No. 2”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLMD No. 2 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 2 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts; and

WHEREAS, pursuant to Streets and Highways Code section 22608, resolutions, reports, notices of hearing, and the right of majority protest may be waived with the written consent of all landowners of the territory to be annexed; and

WHEREAS, D.R. Horton CA3, Inc., is the landowner of property proposed for annexation and generally located at the Southwest of the intersection of Greenwood Avenue and North Avenue, and which is also known as Tract 6531, Serenade II, whose final map is pending approval by the City Council and recordation, as further described or depicted on Exhibit “A”; and

WHEREAS, D.R. Horton CA3, Inc., has provided a petition for annexation and written consent to waiver of resolutions, reports, notices of hearing, and the right of majority protest regarding the Subject Property, as well as consenting to the amount of the proposed levy for the current fiscal year; and

WHEREAS, on July 16, 2026 the City Council initiated the process for annexation of the Subject Property in Area 1 of LLMD No. 2, and set a public hearing for consideration of the same for September 3, 2026; and

WHEREAS, after holding a public hearing, the City Council now desires to annex the territory of the landowner to existing LLMD No. 2; designate the portion of the annexed territory into Area 1 of LLMD No. 2 for the property, and set the levy and collection of assessments against the assessable lots and parcels of land for that portion of territory.

NOW, THEREFORE, the City Council of the City of Sanger does resolve as follows:

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Council finds that the hearing on said annexation of territory and levy of assessment was held in accordance with law and all persons desiring to speak were heard, and that there was no majority protest by the property owners of the same.

Section 3. The City Council orders the territory identified in Exhibit “A” annexed into existing assessment district Sanger Landscaping and Lighting Maintenance District No. 2, Area 1.

Section 4. The hearing on said annual levy of assessment for the District was also held in accordance with law and all persons desiring to speak were heard.

Section 5. The City Council hereby (1) finds that the public interest and convenience require and (2) declares its intention to annex the assessable lots and parcels of property identified in Exhibit “A” into Area 1 of the existing assessment district designated “Sanger Landscaping and Lighting Maintenance District No. 2,” pursuant to the provisions of the Act. No assessment shall be levied or collected against the annexed lots and parcels for Fiscal Year 2026–2027. The City Council declares its intention to order the levy and collection of assessments against such lots and parcels commencing with Fiscal Year 2027–2028, beginning July 1, 2027, at the applicable assessment rate(s) set forth in Exhibit “B,” subject to the procedures and requirements of the Act. Future annual levies may be adjusted for inflation by the City Council consistent with the formation documents for Sanger Landscaping and Lighting Maintenance District No. 2 and the Act.

Section 6. The City Council hereby determines that the territory within Area 1 of the District, whose boundaries are set forth in **Exhibit “A,”** will be the territory benefited by the maintenance and servicing of the improvements.

Section 7. The City Council hereby approves and confirms the assessment rate(s) set forth in **Exhibit “B”** as the rate(s) applicable to the newly annexed lots and parcels. Such approval and confirmation shall not constitute the levy or collection of an assessment against the newly annexed lots and parcels for Fiscal Year 2026–2027. The first levy and collection of assessments against such lots and parcels shall commence with Fiscal Year 2027–2028, subject to the applicable procedures and requirements of the Act.

Section 8. The City Council hereby finds that the assessment diagram showing the property annexed into the District, identified in Exhibit “C,” is hereby finally approved and confirmed as the assessment diagram for the newly annexed territory. Approval and confirmation of the assessment diagram shall not constitute the levy or collection of an assessment against the newly annexed lots and parcels for Fiscal Year 2026–2027.

Section 9. Upon the levy of assessments against the newly annexed lots and parcels for Fiscal Year 2027–2028, the City Clerk shall, pursuant to Streets and Highways Code Section 22641, file the diagram and assessment, or a certified copy thereof, with the Fresno County Auditor-Controller within the time prescribed by law. No assessment shall be submitted for placement on the tax roll against the newly annexed lots and parcels for Fiscal Year 2026–2027, and the first assessment against such lots and parcels shall commence with Fiscal Year 2027–2028.

The foregoing resolution was considered by the City Council of the City of Sanger at a regular meeting of said Council held on the 3rd day of September 2026, and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Lina Martinez, City Clerk

Exhibit A

Annexed Territory

Proposed Boundaries of Annexation No. 4 to Sanger Landscaping & Lighting Maintenance District No. 2, Area 1, City of Sanger, Fresno County, California

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANGER, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Assessor's Parcel Number(s): 332-090-03

Exhibit B

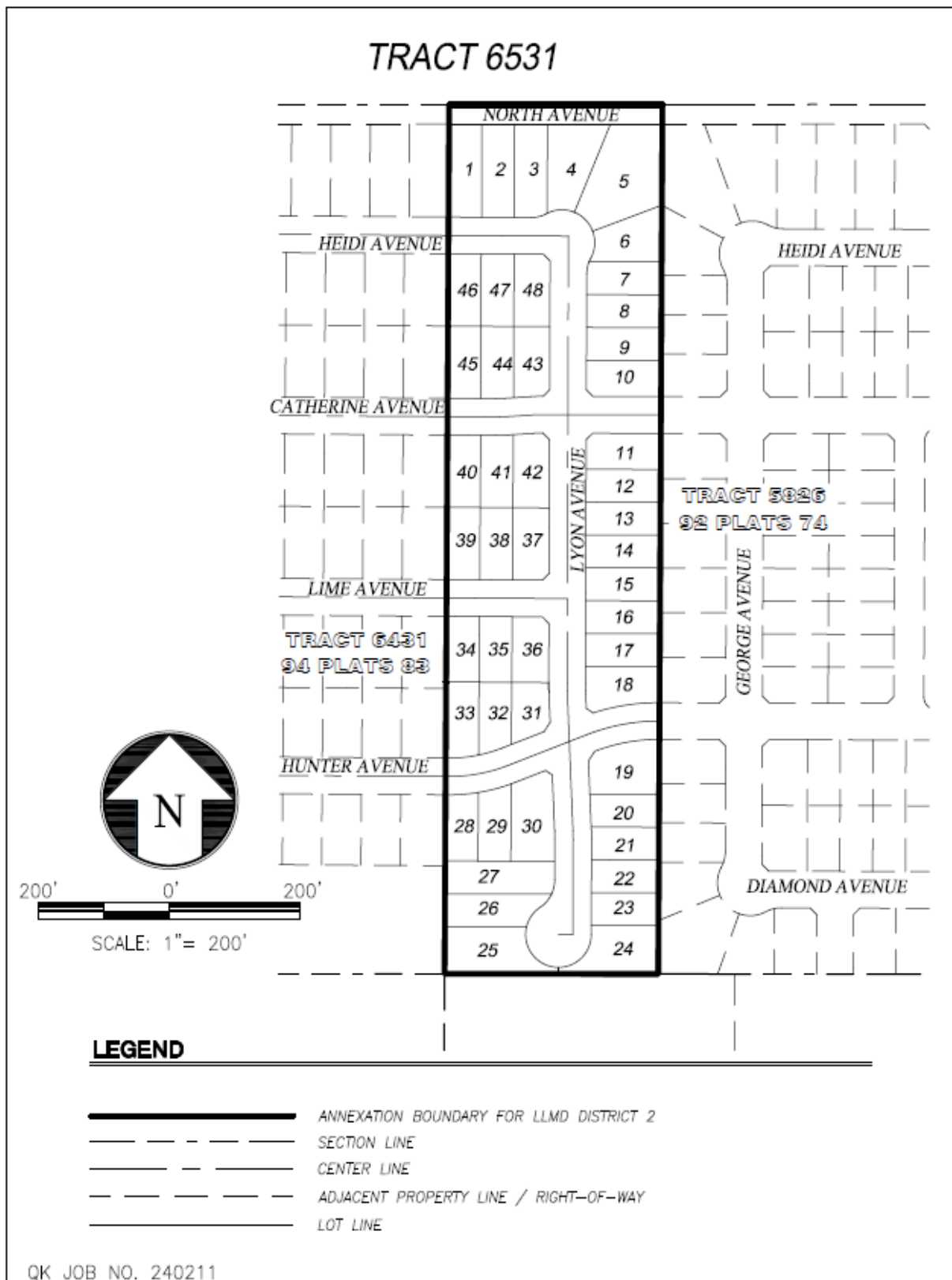
Levy of Assessments

Lots 1 through 63, inclusive, of Tract 6327, Phase II of Tract 5826, are levied for fiscal year 2023-2024 as follows:

<u>Lot</u>	<u>Landowner</u>	<u>Proposed Assessment (FY 21-22)</u>
1	D.R. Horton CA3, Inc.	\$116.00
2	D.R. Horton CA3, Inc.	\$116.00
3	D.R. Horton CA3, Inc.	\$116.00
4	D.R. Horton CA3, Inc.	\$116.00
5	D.R. Horton CA3, Inc.	\$116.00
6	D.R. Horton CA3, Inc.	\$116.00
7	D.R. Horton CA3, Inc.	\$116.00
8	D.R. Horton CA3, Inc.	\$116.00
9	D.R. Horton CA3, Inc.	\$116.00
10	D.R. Horton CA3, Inc.	\$116.00
11	D.R. Horton CA3, Inc.	\$116.00
12	D.R. Horton CA3, Inc.	\$116.00
13	D.R. Horton CA3, Inc.	\$116.00
14	D.R. Horton CA3, Inc.	\$116.00
15	D.R. Horton CA3, Inc.	\$116.00
16	D.R. Horton CA3, Inc.	\$116.00
17	D.R. Horton CA3, Inc.	\$116.00
18	D.R. Horton CA3, Inc.	\$116.00
19	D.R. Horton CA3, Inc.	\$116.00
20	D.R. Horton CA3, Inc.	\$116.00
21	D.R. Horton CA3, Inc.	\$116.00
22	D.R. Horton CA3, Inc.	\$116.00
23	D.R. Horton CA3, Inc.	\$116.00
24	D.R. Horton CA3, Inc.	\$116.00
25	D.R. Horton CA3, Inc.	\$116.00
26	D.R. Horton CA3, Inc.	\$116.00
27	D.R. Horton CA3, Inc.	\$116.00
28	D.R. Horton CA3, Inc.	\$116.00
29	D.R. Horton CA3, Inc.	\$116.00
30	D.R. Horton CA3, Inc.	\$116.00
40	D.R. Horton CA3, Inc.	\$116.00
41	D.R. Horton CA3, Inc.	\$116.00
42	D.R. Horton CA3, Inc.	\$116.00
43	D.R. Horton CA3, Inc.	\$116.00
44	D.R. Horton CA3, Inc.	\$116.00
45	D.R. Horton CA3, Inc.	\$116.00
46	D.R. Horton CA3, Inc.	\$116.00
47	D.R. Horton CA3, Inc.	\$116.00
48	D.R. Horton CA3, Inc.	\$116.00

Exhibit C

Assessment Diagram



WHEN RECORDED MAIL TO:

City Clerk
City of Sanger
1700 7th Street
Sanger, CA 93657

NO FEE - Government Code 6103 & 27383

APN: 332-090-03
TRACT NO. 6531

**COVENANT REGARDING LAND DEVELOPMENT FOR THE
FINAL MAP OF TRACT NO 6531
“SANGER LANDSCAPE AND LIGHTING DISTRICT NO. 2”**

This covenant and agreement is by and between the City of Sanger, a general law city (“City”), and D.R. Horton CA3, Inc., a Delaware corporation (“Covenantor”) located at 419 W. Murray Blvd., Visalia, CA 93291 and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Sanger.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Sanger, County of Fresno, State of California, hereinafter referred to as “the Subject Property,” and more particularly described as:

Lots 1 through 48, inclusive, of Tract No. 6531, in the City of Sanger, County of Fresno, State of California, according to the map thereof recorded in Volume ____ of Plats at Pages ____ through _____, Fresno County Records.

B. A condition of approval of Tentative Tract No. 6531 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Sanger Landscaping and Lighting District #2 (“District No. 2”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLMD No. 2 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 2 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all potential lot buyers that the Tract has been annexed into LLMD No. 2. Said condition is set forth in Resolution No. 2025-09 as Condition No. G.6 (hereafter “LLMD Condition”).

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LLMD Condition for the Subject Property portion of Tentative Tract No. 6531.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed,

encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation of Tract Map No. 6531, Covenantor will annex the property to LLMD No. 2 to be levied and assessments collected to cover the cost of maintaining streetlights, landscaping, and irrigation systems within the LLMD No. 2 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 2 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLMD No. 2.

3. The conditions of this Covenant are intended to benefit the Subject Property, the public, the City and its public properties. Accordingly, it is agreed the City shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor and such person or persons in actual possession of Subject property who directly or who through any agent violate the terms hereof.

4. The waiver by either party of a breach by the other of any provision of this Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Covenant. No provisions of this Covenant may be waived unless in writing and signed by all parties to this Covenant. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

5. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLMD No. 2, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this

Covenant, “attorneys’ fees” and “legal expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party’s attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

6. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

7. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

8. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Fresno.

9. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

///

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF SANGER
a Municipal Corporation

Covenantor:
DR HORTON CA3, INC.
a Delaware Corporation

By: _____
Nathan Olson
City Manager

By:  _____
David Hatch, Vice President and Division
President of the Central Valley Division

(Attach Notary Acknowledgments)

(Attach Notary Acknowledgment)

ATTEST:

By: _____
Lina Martinez
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon Chaffin
City Attorney

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 Tulare)

On May 6, 2026 before me, R. Hensley, Notary Public
(insert name and title of the officer)

personally appeared David Hatch,
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.

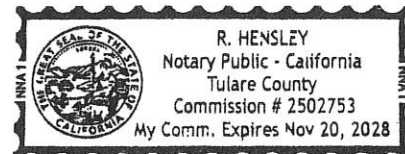
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

R Hensley

(Seal)





City of Sanger

Report to the City Council

To: City Council
From: Josh Rogers, City Engineer
Subject: Approval of Final Map, Agreements and Covenants for Tract No. 6531

Conflict of Interest:

None known.

Recommendation:

Recommendation: Staff recommends that the City Council adopt **Resolution No. 2026-82**, approving:

1. The Final Map for Tract No. 6531;
2. The Subdivision Agreement for Final Map of Tract No. 6531;
3. The Improvement and Credit/Reimbursement Agreement, Tract No. 6531;
4. Statement of Covenants Affecting Land Development Acknowledging Right to Farm Law for the Final Map of Tract No. 6531;
5. Covenant Regarding Land Development for the Final Map of Tract No 6531 “Sanger Landscape and Lighting District No. 2”;
6. Covenant Regarding Land Development for the Final Map of Tract No 6531 “Community Facilities District No. 2005-01”; and
7. Agreement for Common Use of Easements.

Executive Summary:

D.R. Horton CA3, Inc. (“Developer”), has submitted a final map for Tract No. 6531 consisting of 48 single-family residential lots. In addition to submission of the final map, the Developer has executed the required Subdivision Agreement, Improvement and Credit/Reimbursement Agreement, and all other required documents as required by the Conditions of Approval. The City Engineer, City Surveyor, and City Staff have reviewed the final map and deemed it to be technically correct and in compliance with the approved tentative map. Staff recommends approval of the final map and all associated agreements and documents so that the development may continue to progress to completion.

Background:

In November of 2025, the Planning Commission (“Commission”) approved Tentative Tract Map No. 6531 submitted by the Developer for the property generally bounded by North Avenue to the

north, Bethel Avenue to the west, and Greenwood Avenue to the east. The project is proposed on one parcel, APN 332-090-03. The tentative map consisted of approximately 10 acres of property designated for single-family residential use, specifically 48 single-family residential lots. In addition to the tentative map, the Commission approved a conditional use permit (“CUP”) for a planned unit development (“PUD”) in order to allow smaller lots than typically allowed by the Zoning Code. Following Commission approvals and recommendations, the City Council in January of 2026 approved a General Plan Amendment to change the land use of the property from Medium Density Residential to Medium Low Density Residential, a re-zone of the property, and a CEQA Mitigated Negative Declaration.

The final map and improvement plans for Tract No. 6531 were submitted as required by the conditions of approval (“Conditions”) for the Project. Since all required improvements have not been completed prior to the approval of the final map, a subdivision agreement (“Agreement”) is required between the City and Developer in accordance with Section 62-177 of the Sanger Municipal Code. The Developer has executed the Agreement (included as an attachment to the adopting resolution) and has provided the required subdivision securities to cover 100% of the cost of all subdivision improvements for faithful performance and 50% of the cost of all subdivision improvements for payment to contractors and material suppliers. The Developer has also provided copies of the appropriate insurance certificates as required by the Agreement. In addition to the typical subdivision improvements needed to provide supporting infrastructure to the new housing lots, the Conditions required the construction of certain storm drain improvements in conformance to the Storm Drain Master Plan (“Storm Drain Conditions”). Specifically, the Storm Drain Conditions included the construction of a 24” pipeline in Hunter Avenue connecting to both the downstream stub provided by Tract 6431 to the west and the upstream existing stub within Tract 5826 to the east. In accordance with Section 50-29 of the Sanger Municipal Code, the Developer is eligible for development impact fee credits and/or reimbursement for costs beyond their fair share. An Improvement and Credit/Reimbursement Agreement (“Reimbursement Agreement”) has been prepared by the City and executed by the Developer and is attached herein. The Reimbursement Agreement contemplates that the Developer is eligible for approximately \$120,000 from future development impact fees upon completion of all improvements and acceptance by the City.

In general, the Conditions require the completion of all supporting infrastructure improvements including water and sewer pipelines and services, storm drainage pipelines and structures, roadway curbs, gutters, sidewalks, ramps, paving, streetlights and landscaping. The Conditions also require the annexation of the property to a Landscape and Lighting Maintenance District (LLMD) and Community Facilities District (CFD) and these processes were initiated at meetings earlier this year. At the time of this staff report, annexations to both districts were to be completed earlier in the meeting of September 3rd, 2026. Per the Conditions, the final map cannot be recorded until these annexations have been completed. Additional covenants are also required to acknowledge the Right to Farm Law.

An existing private irrigation pipeline known as the Winery Lateral Pipeline runs through the property along North Avenue and has been required for replacement and relocation by the Developer. Consolidated Irrigation District (“CID”) has required the dedication of a pipeline easement by the Developer for the continued rights of access, maintenance and operation of this

pipeline and this easement has been dedicated by the Developer and is reflected on the Final Map. The City desires to have certain pedestrian and landscape improvements constructed within this pipeline easement adjacent to North Avenue for use by the public and have rights to said improvements provided for through landscape and pedestrian easements in favor of the City. Due to the overlap of the pipeline easement and pedestrian and landscape easements on the Final Map, it is desired to have an Agreement for Common Use of Easements between City and CID to outline the respective requirements of each party. This document has been negotiated between City and CID and is attached to the authorizing resolution.

All applicable documents have been signed by the Developer. Staff has reviewed all documents, deemed them technically correct, and hereby recommends approval by the City Council.

Reason for Recommendation:

Sanger Municipal Code Section 62-97 states that the City Council “shall approve the final map if it conforms to all the requirements of this chapter and the map act applicable at the time of approval or conditional approval of the tentative map and any rulings made thereunder, or, if it does not so conform, disapprove the map.” It is Staff’s opinion that the Developer has complied with all necessary requirements and project Conditions and therefore recommends approval as stated herein.

Fiscal Impact:

The Developer has paid all fees and submitted all deposits required for approval of the Final Map and plans, and has agreed to pay for ongoing public works and building inspections through the remainder of the project. Development impact fees due for each residential unit constructed will be collected at the date of final inspection or issuance of certificate of occupancy for that unit, whichever occurs first, in accordance with Government Code 66007. Exhibit C to the Impact and Credit/Reimbursement Agreement shows the impact fee payments, anticipated credits and reimbursements.

Alternatives:

None recommended.

Actions Following Approval:

City Staff will execute the map as delineated thereon and prepare supporting documentation for delivery to the County Recorder. Once completed and recorded, Staff will monitor the progress of completion of all improvements and satisfaction of the project Conditions and, once all are satisfied, make a recommendation for final acceptance of the subdivision improvements and release of the subdivision securities.

Attachments:

1. ATT1-RESO 2026-82_Tract 6531 Final Map & Agreements_Resolution

ATTACHMENT 1

RESOLUTION NO. 2026-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER APPROVING THE FINAL MAP, SUBDIVISION AGREEMENT, IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT AND COVENANTS FOR TRACT NO. 6531 AND AGREEMENT FOR COMMON USE OF EASEMENTS WITH CONSOLIDATED IRRIGATION DISTRICT

WHEREAS, at various meetings on November 10, 2025, January 15, 2026, and February 5, 2026, the Sanger Planning Commission and City Council adopted various resolutions approving Tentative Tract Map No. 6531 (“Tentative Map”), a CEQA Mitigated Negative Declaration, Conditional Use Permit No. 2025-02, Zoning Ordinance Amendment No. 2025-02, and Annexation No. 23-04 to the Fresno Local Agency Formation Commission (LAFCo), respectively; and

WHEREAS, these approvals authorized the development of a proposed 48-lot single-family residential subdivision generally bounded by North Avenue to the north, Bethel Avenue to the west, and Greenwood Avenue to the east, subject to the conditions of approval (“Conditions”) included within Planning Commission Resolution No. 2025-09; and

WHEREAS, D.R. Horton CA3, Inc., subsequently acquired the subject property and is currently the owner of the property proposed for subdivision (“Developer”); and

WHEREAS, the Developer filed for, and was granted by the City of Sanger (“City”) Planning Commission under Planning Commission Resolution No. 2025-09, Conditional Use Permit No. 2025-02, allowing a Planned Unit Development under Sections 90-1014 through 90-1017 of the Sanger Municipal Code to allow lot areas and widths less than the minimums typically allowed in the R-1-7.5 Zone District; and

WHEREAS, the Developer filed a Final Map for Tract 6531, consisting of 48 single family residential lots in accordance with Section 62-91 of the Sanger Municipal Code; and

WHEREAS, the Final Map and Improvement Plans have been deemed technically correct by the City Engineer; and

WHEREAS, the Conditions for the project require certain improvements, covenants and annexations prior to the approval of the Final Map, and certain of said improvements are eligible for fee credits and reimbursements under Sanger Municipal Code Chapter 50, Article II, “Developmental Impact Fees”; and

WHEREAS, City and Developer wish to enter into a Subdivision Agreement in accordance with Sanger City Code Section 62-177, as well as a Credit/Reimbursement Agreement in accordance with Sanger City Code Section 50-29; and

WHEREAS, Developer has submitted to City executed copies of the following covenants which are necessary to satisfy the Conditions for the Project:

1. Statement of Covenants Affecting Land Development Acknowledging Right to Farm Law for the Final Map of Tract No. 6531;
2. Covenant Regarding Land Development for the Final Map of Tract No 6531 “Sanger Landscape and Lighting District No. 2”;
3. Covenant Regarding Land Development for the Final Map of Tract No 6531 “Community Facilities District No. 2005-01”;

WHEREAS, the Conditions for the project require the replacement and relocation of an existing private irrigation pipeline along North Avenue, known as the Winery Lateral Pipeline; and

WHEREAS, Consolidated Irrigation District (“CID”) has required the dedication of a pipeline easement by Developer for the continued rights of access, maintenance and operation of this pipeline and said easement has been dedicated by the Developer and is reflected on the Final Map; and

WHEREAS, City desires to have certain pedestrian and landscape improvements constructed within this pipeline easement adjacent to North Avenue for use by the public and have rights to said improvements provided for through landscape and pedestrian easements in favor of the City; and

WHEREAS, the overlap of the pipeline easement and pedestrian and landscape easements as shown on the Final Map necessitate an Agreement for Common Use of Easements between City and CID; and

WHEREAS, the City Engineer has reviewed all provided documentation and recommends approval by the Sanger City Council.

NOW, THEREFORE, the City Council of the City of Sanger does resolve as follows:

1. The foregoing recitals are true and correct and are incorporated by reference.
2. The Final Map for Tract No. 6531, attached hereto as Exhibit “A” to this Resolution, is approved.
3. The Subdivision Agreement for Final Map of Tract No. 6531, attached hereto as Exhibit “B” to this Resolution, is approved.
4. The Improvement and Credit/Reimbursement Agreement, Tract No. 6531, attached hereto as Exhibit “C” to this Resolution, is approved.

5. The Statement of Covenants Affecting Land Development Acknowledging Right to Farm Law for the Final Map of Tract No. 6531, attached hereto as Exhibit “D” to this Resolution, is approved.
6. The Covenant Regarding Land Development for the Final Map of Tract No 6531 “Sanger Landscape and Lighting District No. 2, attached hereto as Exhibit “E” to this Resolution, is approved.
7. The Covenant Regarding Land Development for the Final Map of Tract No 6531 “Community Facilities District No. 2005-01, attached hereto as Exhibit “F” to this Resolution, is approved.
8. The Agreement for Common Use of Easements between CID and City, attached hereto as Exhibit “G” to this Resolution, is approved.
9. City Staff are authorized to execute the Final Map as described thereon, and the City Manager is authorized to sign all Agreements and Covenants on behalf of the City.
10. Severability. If any section, subsection, subdivision, sentence, or clause or phrase in this Resolution or the documents approved by this resolution or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this resolution or any part thereof. The City Council hereby declares that it would have adopted each provision and each document approved irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases or documents are declared unconstitutional, invalid, or ineffective.
11. This resolution is effective upon adoption.

* * * * *

The foregoing resolution was considered by the City Council of the City of Sanger at a regular meeting of said Council held on the 3rd day of September, 2026, and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk

EXHIBIT A

Final Map for Tract No. 6531

FINAL MAP OF
TRACT 6531
IN THE CITY OF SANGER

BEING A SUBDIVISION OF THE WEST ONE HALF OF THE WEST ONE HALF
OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 27, T.14S., R.22E., MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF SANGER, COUNTY OF FRESNO, STATE OF CALIFORNIA.

MAY 2026

RECORD TITLE INTEREST STATEMENT

WE HEREBY STATE THAT WE ARE THE LEGAL OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN
AND TO THE REAL PROPERTY SHOWN ON THIS SUBDIVISION MAP, AND THAT WE ARE THE ONLY
PERSONS WHOSE CONSENT IS NECESSARY FOR THE MAKING AND FILING OF SAID SUBDIVISION MAP AS
SHOWN WITHIN THE DISTINCTIVE BORDER LINES HEREON, AND WE HEREBY CONSENT TO THE
PREPARATION AND RECORDATION OF THE FINAL MAP AND OFFER FOR DEDICATION FOR PUBLIC USE ALL
THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE
PURPOSES SPECIFIED THEREIN.

D.R. HORTON CA3, INC., A DELAWARE CORPORATION

BY: David Hatch
DAVID HATCH, VICE PRESIDENT AND DIVISION
PRESIDENT OF THE CENTRAL VALLEY DIVISION

July 6, 2026
DATE

NOTARY 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 Tulare }

ON July 6, 2026 BEFORE ME, A.E. Pulido-Munoz, NOTARY PUBLIC,
PERSONALLY APPEARED David Hatch, 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.

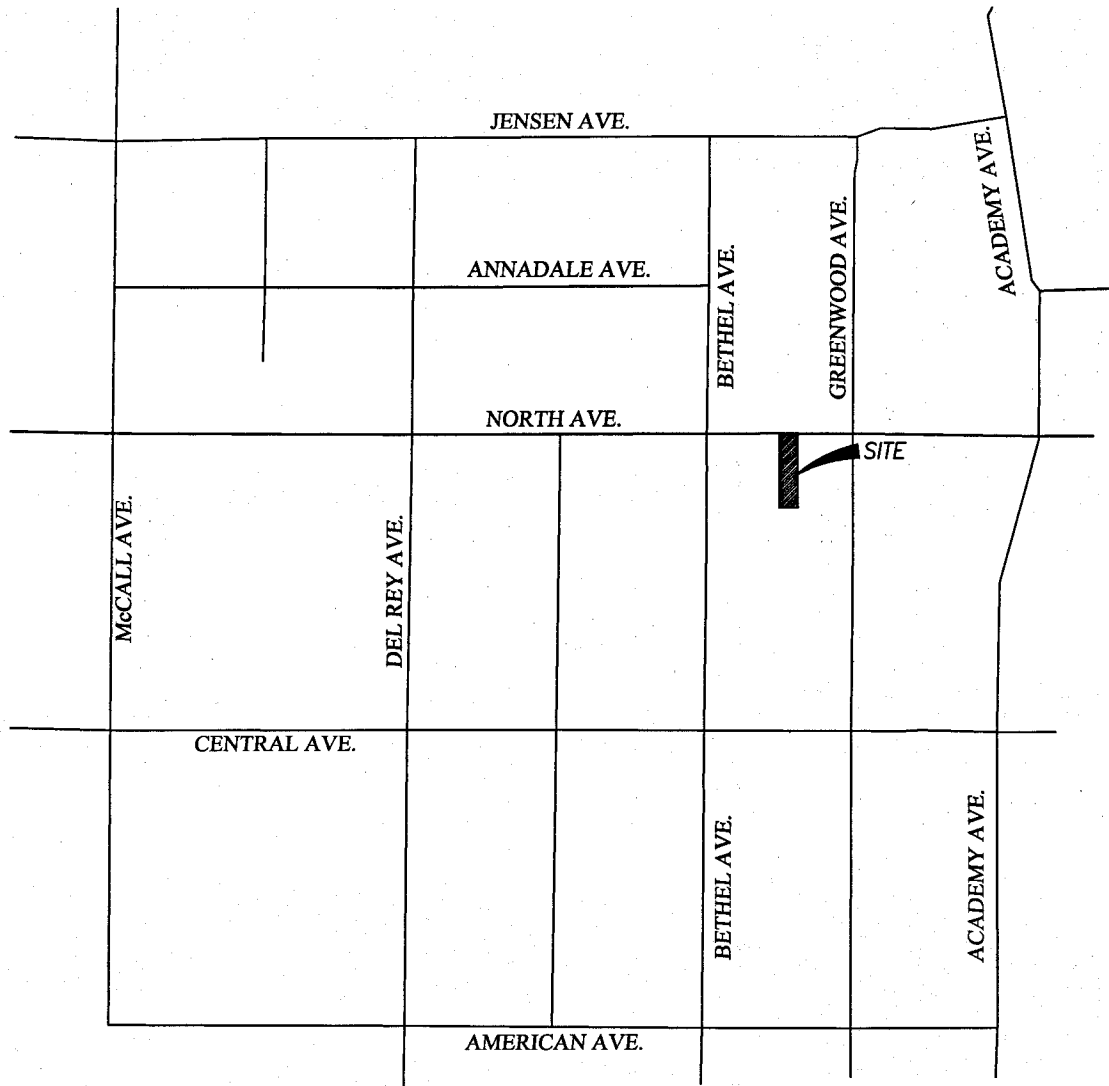
WITNESS MY HAND

SIGNATURE A.E. Pulido-Munoz
A.E. Pulido-Munoz
PRINT NAME

MY COMMISSION EXPIRES Feb 22, 2029

MY COMMISSION NO. 2510889

PRINCIPAL PLACE OF BUSINESS TULARE COUNTY



VICINITY MAP
NOT TO SCALE



LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF SANGER, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF
SECTION 27, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF
FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING

1. AN EASEMENT FOR CONVEYANCE OF WATER TO CONTIGUOUS LANDS AND INCIDENTAL PURPOSES, RECORDED AS BOOK
34, PAGE 430, OF COVENANTS, OFFICIAL RECORDS FRESNO COUNTY.
2. STATEMENT OF COVENANTS AFFECTING LAND DEVELOPMENT ACKNOWLEDGING THE RIGHT TO FARM LAW FOR THE FINAL
MAP OF TRACT NO. 6531 RECORDED _____, 20____ AS
DOCUMENT NO. _____, OFFICIAL RECORDS FRESNO COUNTY.
3. COVENANT REGARDING LAND DEVELOPMENT FOR THE FINAL MAP OF TRACT NO. 6531, "SANGER LANDSCAPE AND
LIGHTING DISTRICT NO. 2" RECORDED _____, 20____ AS
DOCUMENT NO. _____, OFFICIAL RECORDS FRESNO COUNTY.
4. COVENANT REGARDING LAND DEVELOPMENT FOR THE FINAL MAP OF TRACT NO. 6531, "COMMUNITY FACILITIES DISTRICT
NO. 2005-01" RECORDED _____, 20____ AS
DOCUMENT NO. _____, OFFICIAL RECORDS FRESNO COUNTY.
5. A SUBDIVISION AGREEMENT FOR THE FINAL MAP OF TRACT NO. 6531 RECORDED _____, 20____ AS
DOCUMENT NO. _____, OFFICIAL RECORDS FRESNO COUNTY.
6. AN AGREEMENT FOR "COMMON USE OF EASEMENTS" RECORDED _____, 20____ AS DOCUMENT NO.
_____, OFFICIAL RECORDS FRESNO COUNTY.



SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS
SHOWN. THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE
REQUEST OF D.R. HORTON CA3, INC., ON OCTOBER 24, 2024. I HEREBY STATE THAT ALL OF THE MONUMENTS
ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE
POSITIONS BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY
THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE
RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE
MAP.

Antonio S. Westerlund
ANTONIO S. WESTERLUND, PLS 9399

5-12-2026
DATE

CITY ENGINEER'S STATEMENT

I, JOSHUA D. ROGERS, CITY ENGINEER OF THE CITY OF SANGER, HEREBY STATE THAT I HAVE EXAMINED THIS
MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP,
AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY
LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

JOSHUA D. ROGERS, RCE 66898 CITY ENGINEER

DATE

CITY SURVEYOR'S STATEMENT

I, DAVID C. HORN, CITY SURVEYOR OF THE CITY OF SANGER, HEREBY STATE THAT I HAVE EXAMINED THIS
MAP AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DAVID C. HORN, PLS 8204
CITY SURVEYOR

DATE

CITY CLERK'S CERTIFICATE

I, LINA MARTINEZ, DO HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF SANGER, BY RESOLUTION

ADOPTED ON _____, 20____, APPROVED THE WITHIN MAP AND ACCEPTED,
SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR
DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

LINA MARTINEZ, CITY CLERK

DATE

COMMUNITY DEVELOPMENT DIRECTOR STATEMENT

I, HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS CONDITIONALLY
APPROVED BY THE PLANNING COMMISSION ON NOVEMBER 10, 2025.

DR. JOSHUA GOGGINS, MPA
COMMUNITY DEVELOPMENT DIRECTOR

DATE

RECORDER'S STATEMENT

DOCUMENT NO. _____ FEE PAID _____

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

IN VOLUME _____ OF PLATS, AT PAGES _____ THRU _____, FRESNO COUNTY
RECORDS, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

PAUL A. DICTOS, CPA
FRESNO COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY

SHEET 1 OF 5

OVERALL BOUNDARY

FINAL MAP OF
TRACT 6531

IN THE CITY OF SANGER

BEING A SUBDIVISION OF THE WEST ONE HALF OF THE WEST ONE HALF
OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 27, T.14S., R.22E., MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF SANGER, COUNTY OF FRESNO, STATE OF CALIFORNIA.

MAY 2026

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- FOUND SECTION CORNER/QUARTER CORNER AS NOTED.
- FOUND QUARTER SECTION CORNER AS NOTED
- FOUND CENTER QUARTER CORNER AS NOTED.
- FOUND 3/4" IRON PIPE TAGGED "LS 6945", NO REFERENCE, DOWN 6" OR AS NOTED
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF FRESNO COUNTY
- XX PLATS YY VOLUME XX OF PLATS, PAGE YY, F.C.R.
- CRXXXX CORNER RECORD ON FILE WITH THE FRESNO COUNTY SURVEYOR
- () RECORD DATA PER NOTED REFERENCE
- M/XX MEASURED AND RECORD DATA PER REFERENCE XX
- F.C.R. FRESNO COUNTY RECORDS
- O.R.F.C. OFFICIAL RECORDS OF FRESNO COUNTY

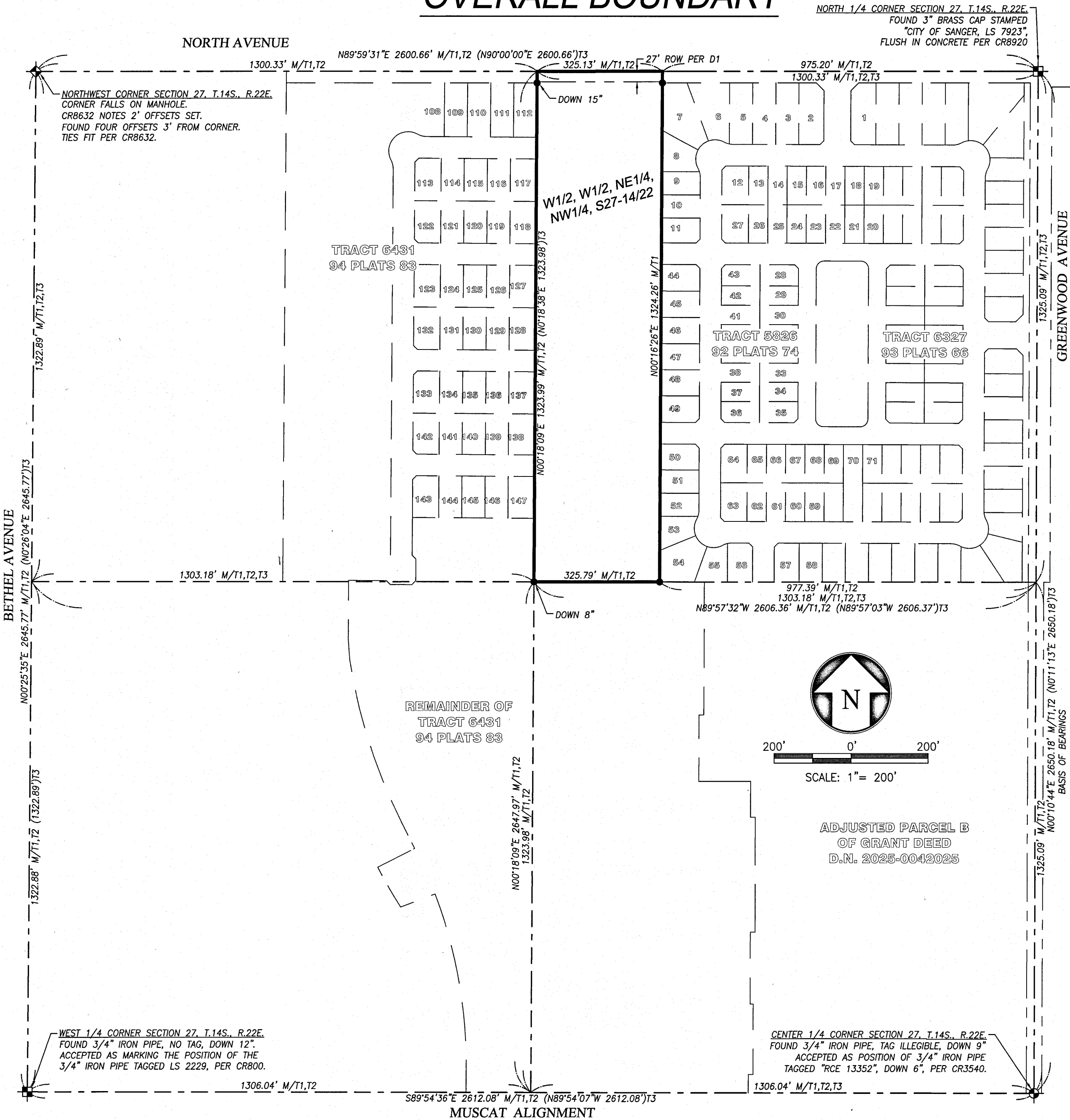
- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES

REFERENCES

- D1 EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES IN FAVOR OF THE CITY OF SANGER, RECORDED JULY 19, 2016, PER D.N. 2016-00902974.
- T1 TRACT MAP 5826, 92 PLATS 74
- T2 TRACT MAP 6327, 93 PLATS 66
- T3 TRACT MAP 6431, 94 PLATS 83

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 34 OF RECORDS OF SURVEY AT PAGE 23, FRESNO COUNTY RECORDS, IS TAKEN TO BE N00°10'44"E.



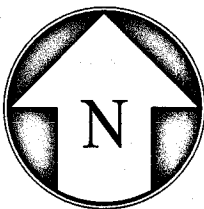
SHEET INDEX

FINAL MAP OF
TRACT 6531
IN THE CITY OF SANGER

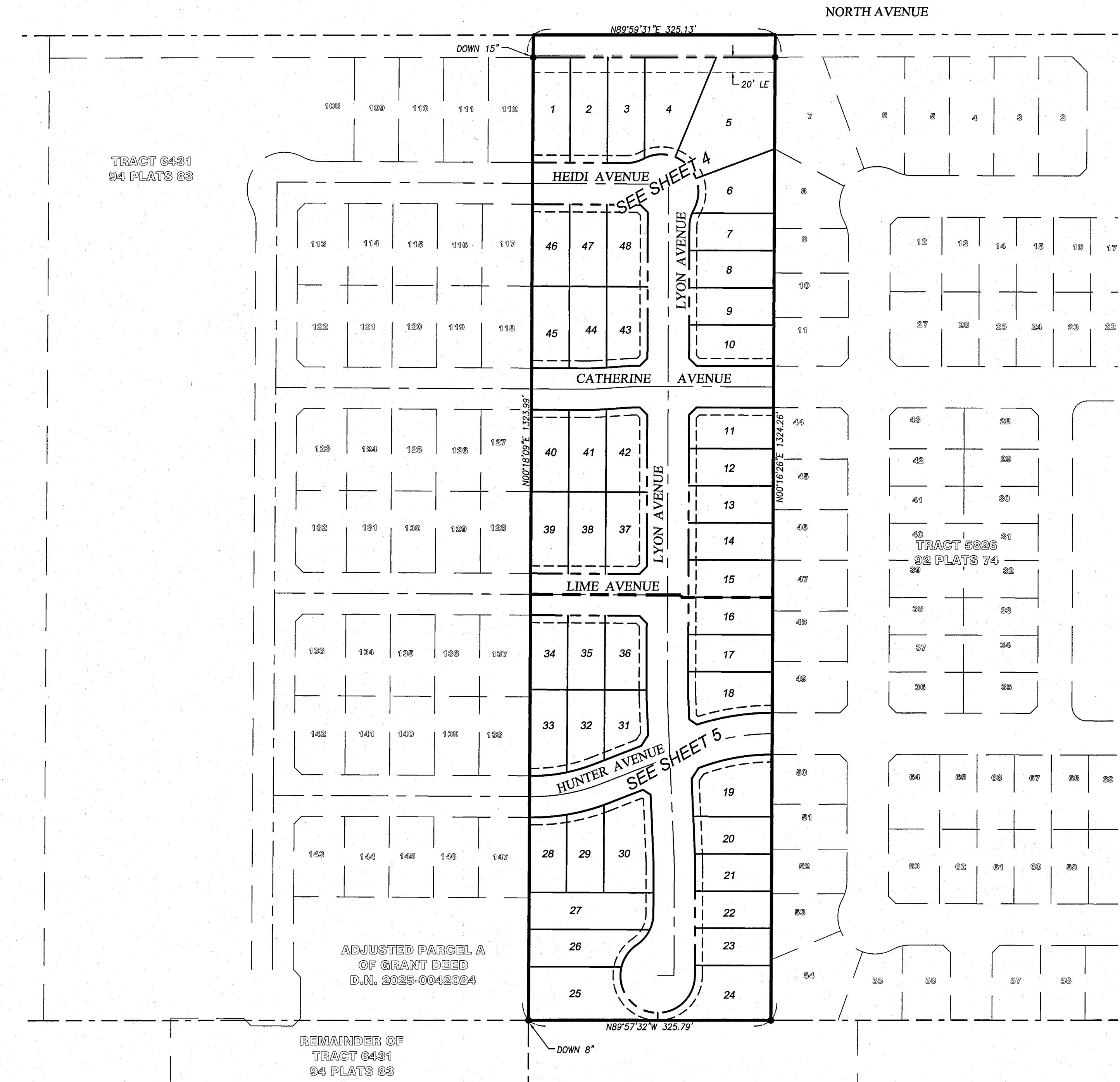
BEING A SUBDIVISION OF THE WEST ONE HALF OF THE WEST ONE HALF
OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 27, T.14S., R.22E., MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF SANGER, COUNTY OF FRESNO, STATE OF CALIFORNIA.
MAY 2026

LEGEND

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 - FOUND QUARTER SECTION CORNER AS NOTED.
 - FOUND CENTER QUARTER CORNER AS NOTED.
 - FOUND 3/4" IRON PIPE TAGGED "LS 6945", NO REFERENCE, DOWN 6" OR AS NOTED
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 - XX PLATS YY VOLUME XX OF PLATS, PAGE YY, F.C.R.
 - CRXXXX CORNER RECORD ON FILE WITH THE FRESNO COUNTY SURVEYOR
 - () RECORD DATA PER NOTED REFERENCE
 - M/XX MEASURED AND RECORD DATA PER REFERENCE XX
 - CXX CALCULATED RECORD DATA PER REFERENCE XX
 - F.C.R. FRESNO COUNTY RECORDS
 - SUBDIVISION BOUNDARY
 - SECTION LINES
 - CENTERLINE
 - EXISTING RIGHT OF WAY
 - PROPOSED RIGHT OF WAY
 - ADJACENT/UNDERLYING PARCEL LINES
 - SHEET INDEX LINE



100' 0' 100'
SCALE: 1"= 100'



SEE SHEET 2 FOR BASIS OF BEARINGS, REFERENCES AND OVERALL BOUNDARY

SHEET 3 OF 5

FINAL MAP OF
TRACT 6531
IN THE CITY OF SANGER

BEING A SUBDIVISION OF THE WEST ONE HALF OF THE WEST ONE HALF
OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 27, T.14S., R.22E., MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF SANGER, COUNTY OF FRESNO, STATE OF CALIFORNIA.

MAY 2026

LEGEND

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- FOUND SECTION CORNER/QUARTER CORNER AS NOTED.
- FOUND QUARTER SECTION CORNER AS NOTED.
- FOUND CENTER QUARTER CORNER AS NOTED.
- FOUND 3/4" IRON PIPE TAGGED "LS 6945", NO REFERENCE, DOWN 6" OR AS NOTED
- 2" BRASS DISK STAMPED "PLS 9399" SET FLUSH IN CONCRETE PER T1
- SET 2" BRASS DISK STAMPED "PLS 9399" FLUSH IN CONCRETE
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF FRESNO COUNTY
- XX PLATS YY VOLUME XX OF PLATS, PAGE YY, F.C.R.
- C/XX CALCULATED RECORD DATA PER REFERENCE XX
- CRXXXX CORNER RECORD ON FILE WITH THE FRESNO COUNTY SURVEYOR
- (R) RADIAL BEARING
- () RECORD DATA PER NOTED REFERENCE
- M/XX MEASURED AND RECORD DATA PER REFERENCE XX
- F.C.R. FRESNO COUNTY RECORDS
- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES
- INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHTS
- EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES IN FAVOR OF THE CITY OF SANGER PER D.N. 2016-0092974

**THE REAL PROPERTY DESCRIBED BELOW IS
DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES**

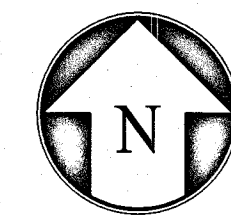
- PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE
- PUBLIC STREET EASEMENT NOW OFFERED FOR DEDICATION TO THE CITY OF SANGER FOR PUBLIC USE
- LE LANDSCAPE EASEMENT NOW OFFERED FOR DEDICATION TO THE CITY OF SANGER FOR PUBLIC USE
- PE PEDESTRIAN EASEMENT NOW OFFERED FOR DEDICATION TO THE CITY OF SANGER FOR PUBLIC USE

MONUMENT NOTE

SET 3/4" IRON PIPE WITH PLASTIC CAP MARKED "PLS 9399" AT ALL FRONT LOT CORNERS, BLOCK CORNERS, ANGLE POINTS, AND BEGINNING AND ENDING OF CURVES. SET 3/4" IRON PIPE WITH PLASTIC CAP MARKED "PLS 9399" AT ALL REAR LOT CORNERS EXCEPT AS FOLLOWS:

WITNESS CORNERS FOR REAR LOT CORNERS:

- DENOTES A 3/4" IRON PIPE SET 5.00', MEASURED ALONG LOT LINE, FROM INTERSECTION OF LOT LINE WITH LE/PE LINE.
- DENOTES A 3/4" IRON PIPE SET AT INTERSECTION OF LINE OFFSET 5.00' FROM BOUNDARY WITH LINE OFFSET 5.00' FROM LE/PE LINE.
- DENOTES A 3/4" IRON PIPE SET 5.00' FROM TRUE CORNER, MEASURED ALONG THE LOT LINE.



50' 0' 50'
SCALE: 1" = 50'

SHEET 4 OF 5

TRACT 6431
94 PLATS 83

TRACT 5826
92 PLATS 74

SEE SHEET 2 FOR BASIS OF BEARINGS, REFERENCES
OVERALL BOUNDARY
SEE SHEET 3 FOR SUBDIVISION BOUNDARY AND SHEET INDEX

SEE SHEET 5

FINAL MAP OF
TRACT 6531
IN THE CITY OF SANGER

BEING A SUBDIVISION OF THE WEST ONE HALF OF THE WEST ONE HALF
OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 27, T.14S., R.22E., MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF SANGER, COUNTY OF FRESNO, STATE OF CALIFORNIA.

MAY 2026

LEGEND

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- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES
- INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHTS

**THE REAL PROPERTY DESCRIBED BELOW IS
DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES**

PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE.

PUBLIC STREET EASEMENT NOW OFFERED FOR DEDICATION TO THE CITY
OF SANGER FOR PUBLIC USE.

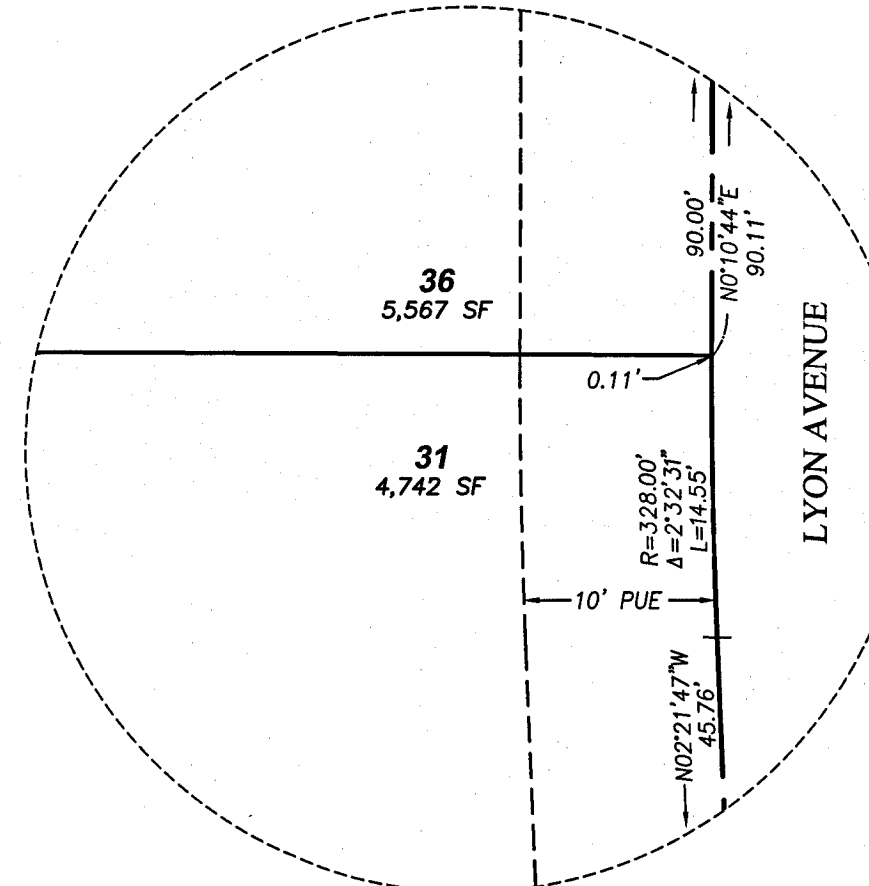
MONUMENT NOTE

SET 3/4" IRON PIPE WITH PLASTIC CAP MARKED "PLS 9399" AT ALL FRONT LOT
CORNERS, BLOCK CORNERS, ANGLE POINTS, AND BEGINNING AND ENDING OF CURVES.
SET 3/4" IRON PIPE WITH PLASTIC CAP MARKED "PLS 9399" AT ALL REAR LOT
CORNERS EXCEPT AS FOLLOWS:

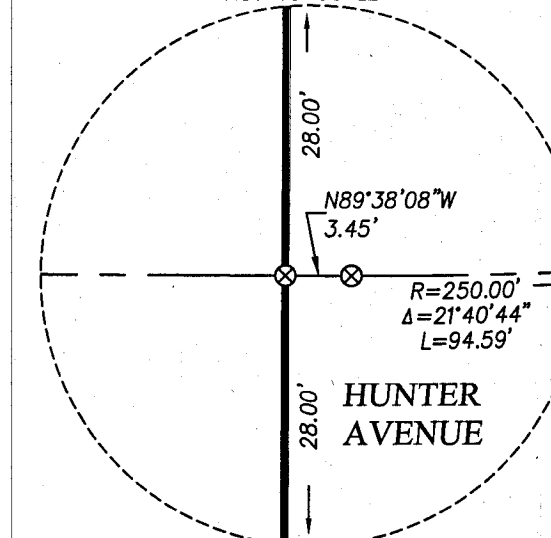
WITNESS CORNERS FOR REAR LOT CORNERS:

- DENOTES A 3/4" IRON PIPE SET 5.00' FROM TRUE CORNER, MEASURED
ALONG THE LOT LINE.

DETAIL "A"
NOT TO SCALE

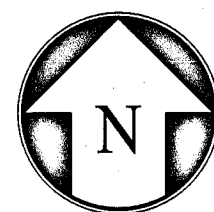
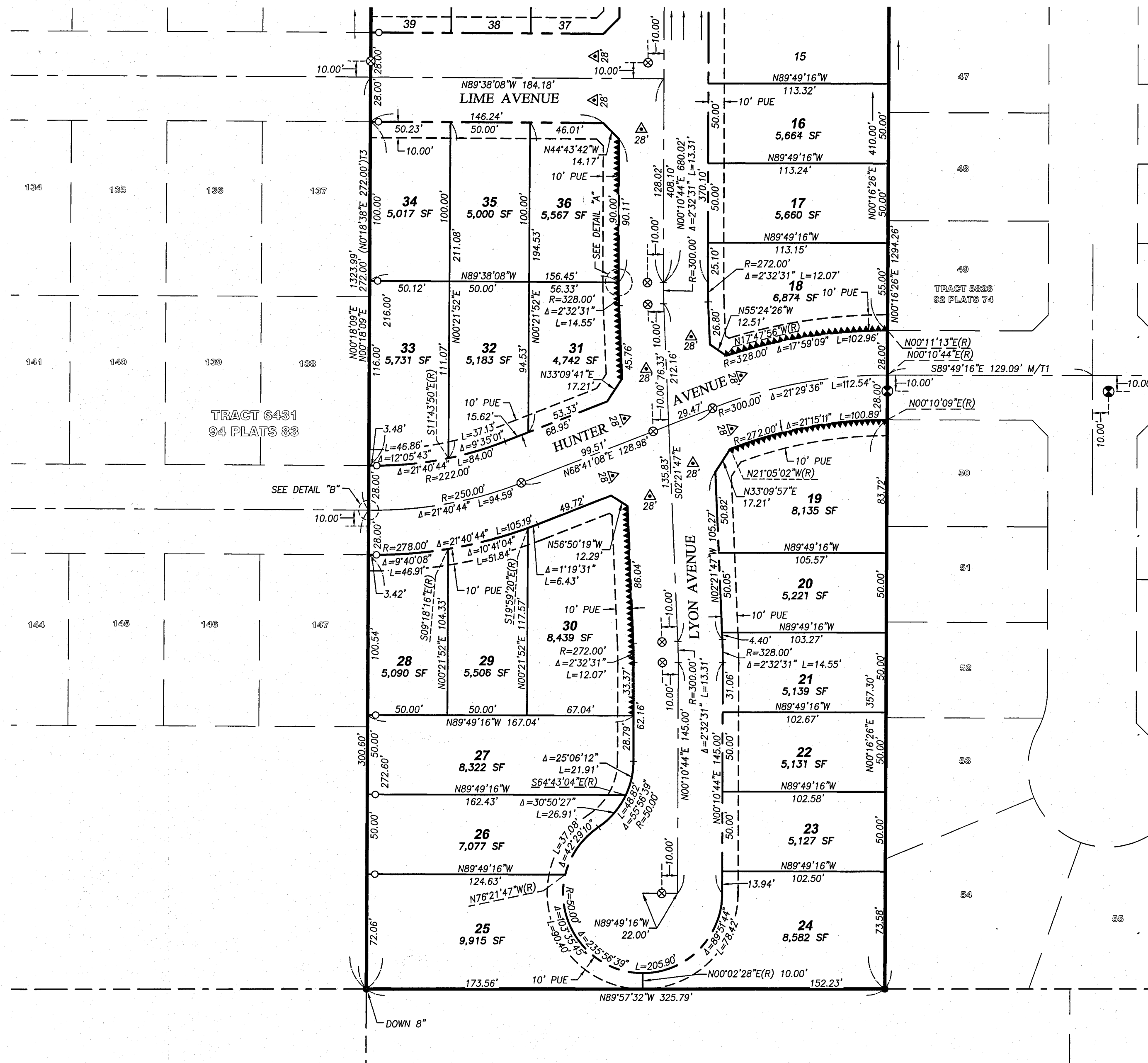


DETAIL "B"
NOT TO SCALE



SHEET 5 OF 5

SEE SHEET 4



50' 0' 50'
SCALE: 1" = 50'

SEE SHEET 2 FOR BASIS OF BEARINGS, REFERENCES AND OVERALL BOUNDARY
SEE SHEET 3 FOR SUBDIVISION BOUNDARY AND SHEET INDEX

EXHIBIT B

Subdivision Agreement for Final Map of Tract No. 6531

WHEN RECORDED MAIL TO:

City Clerk
City of Sanger
1700 7th Street
Sanger, CA 93657

NO FEE—Government Code §6103



Community Development Department
City of Sanger
1700 7th Street
Sanger, CA 93657

**SUBDIVISION AGREEMENT
FINAL MAP OF TRACT NO. 6531**

THIS AGREEMENT is made by and between the **City of Sanger**, a general law city, hereinafter referred to as "City," and **D.R. Horton CA3, Inc., a Delaware corporation**, located at 400 E Main St. Suite 300, Visalia, CA 93291, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing for the City Manager's signature for the City of Sanger.

RECITALS

A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider, situated in the City of Sanger, County of Fresno, State of California, hereinafter referred to as the "Subject Property", dividing the real property more particularly described as follows:

Lots 1 through 48, inclusive, of the Final Map of Tract No. 6531, according to the map thereof recorded on _____, 2026 in Volume ____ of Plats at Page(s), Fresno County Records

B. City requires as a condition precedent to the acceptance and approval of the Final Map the dedication of such streets, highways and public places and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and also requires any and all streets delineated and shown on the Final Map shall be improved by the construction and the installation of the improvements hereinafter specified.

C. Section 62-177 of the Sanger City Code requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 6531 dated November 10, 2025 and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

D. Subdivider desires to construct the improvements and develop the Subject Property.

E. Subdivider hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part of this instrument.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on the Final Map, and in consideration of finding of substantial compliance with said Vesting Tentative Map, it is mutually agreed and understood by and between Subdivider and City, and Subdivider and City do hereby mutually agree as follows:

1. Time, Conditions, Delays, and Extensions. The Subject Property is subject to the following:

a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **12 months** after the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If

Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.

- b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. 2025-09, dated November 10, 2025.

- c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the event of such delay in the completion of work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Community Development Director within 12 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent Master Fee Schedule based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Community Development Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. In connection with an extension or amendment of this Agreement, the Community Development Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Community Development Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts and a written statement describing a reasonable basis supporting the need for such additional security. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of the Community Development Director's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by Subdivider at the time of submittal of the request for extension.

- 2. Scope of Improvements. The work and improvements, including those depicted or required on the plans prepared in connection with the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signal plans, etc., and other improvements required by Conditions of Approval (hereinafter collectively referred to as "Improvements") are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City of Sanger Standard Specifications for Public Construction ("Standards Specifications") and the City

of Sanger Standard Details ("Standard Details"), Section 62-174 of the Sanger City Code, and Article V of Chapter 62 of the Sanger City Code, and any amendments thereto (hereinafter referred to as "Public Works Standards"), at the sole cost and expense of Subdivider including all costs of engineering, inspection and testing. The construction cost estimates, and corresponding security requirements for these Improvements, are set forth in Exhibit "A" and incorporated by reference.

3. Specific Improvements. The required Improvements include the following, and must comply with the Public Works Standards, as applicable:

- a. Monuments. Set all landmarks, monuments and lot corners required to locate land divisions shown on the Final Map. Pursuant to Section 66497 of the State Subdivision Map Act, prior to City's final acceptance of the subdivision and release of securities, Subdivider shall submit evidence to City of payment and receipt thereof by Subdivider's engineer or surveyor for the final setting of all monuments required in the Subdivision.
- b. Underground Utility Systems. All utility systems shall be installed underground.
- c. Water Main Extensions. Water main extensions and services shall be provided in accordance with applicable provisions of Article II, Chapter 82 of the Sanger City Code, as may be amended, and all applicable charges established by the Master Fee Schedule shall apply.
- d. Sanitary Sewer Improvements. Sanitary sewer extensions and services shall be provided in accordance with applicable provisions of Article III, Chapter 82 of the Sanger City Code, as may be amended, and all applicable charges established by the Master Fee Schedule shall apply subject to vesting rights if any.
- e. Lot Drainage. Lot drainage shall be in accordance with Article V, Chapter 82 of the Sanger City Code, as may be amended, and the California Building Code as adopted.
- f. Landscaping and Maintenance. Subdivider shall install and maintain the fencing/walls, landscaping, irrigation system and certain miscellaneous improvements in accordance with City approved improvement plans as described hereafter within the designated easements or areas required in the Conditions of Approval and delineated on the Final Map. The improvement plans for such landscaping, irrigation system and miscellaneous improvements shall be prepared by a licensed Landscape Architect, certified irrigation designer or other persons with landscaping and irrigation design expertise acceptable to the City's Director of Community Services, except for improvements to be maintained by a City Community Facilities District ("CFD") or Landscape Lighting and Maintenance District ("LLMD"), which plans shall be approved by the City Engineer.
- g. Construction Improvement Plans. Perform and construct all work shown on the following construction plans and any amendments thereto, unless explicitly and specifically omitted by this Agreement:
 - i. "Serenade II Improvement Plans – Tract No. 6531"
 - ii. "Consolidated Irrigation District – Winery Pipeline Replacement"

Install and complete all street improvements required by the Sanger City Code, as may be amended, in accordance with the Public Works Standards and the construction plans. The City Engineer or other designated city official may make minor changes in typical sections and details if unusual conditions pertain to the subdivision or arise during construction to warrant such change.

- h. Eminent Domain. If Subdivider has attempted but is unable to acquire and dedicate to City all easements required in connection with this Agreement prior to final map approval, the Subdivider may request the City acquire the necessary easement(s) or dedication(s) through negotiation or the lawful exercise of City's power of eminent domain. Subdivider shall deposit with City the sums in a form required by the Community Development Director. Such sums shall be security to pay City the initial cost to acquire the necessary easement, but not limited to: just compensation and damages for the interests acquired, City legal and non-legal staff time as needed to attempt a negotiated purchase, appraisal fees, court costs and all related expenditures to acquire the easement through the lawful exercise of City's power of eminent domain. If deposited funds are less than the actual cost to acquire all necessary right-of-way, Subdivider shall remit to City such additional sums as may be required by City from time to time to prosecute the matter to the conclusion, such further payment to be made within ten days of the mailing by City to Subdivider of a notice requesting such additional cost. If deposited sums exceed the actual cost to acquire the subject right-of-way, then at the conclusion of acquisition proceeding City shall refund the difference to Subdivider as soon as City determines the amount of such excess.
- k. Impact and other Fees. Subdivider shall pay to City the total fees and charges due as a condition of Final Map approval, consistent with Sanger Municipal Code Section 50-27 as may be amended, subject to vested rights if any. The total fees and charges are more particularly itemized and made a part of this Agreement in the attached Exhibit "C," which is incorporated by reference.
- i. Estimated Reimbursements for Certain Improvements. In connection with the amounts set forth in Exhibits "A" and "B," City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements, if any, that will benefit other properties as contemplated by Sanger Municipal Code Section 50-29. The parties acknowledge since the subject Improvements have not been completed at the time of execution of this Agreement, the actual cost of construction is not yet known. Some degree of reasonable estimation is incorporated into the calculations, including the amount of fee credits, if any. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance. Calculations of costs are also based on information submitted by Subdivider to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the Sanger City Code, including pertinent provisions contained in City's Master Fee Schedule.

Consistent with Sanger Municipal Code Section 50-29, to the extent that Subdivider is required as a Condition of Approval to construct a public facility identified herein which is determined by the City to have supplemental size, length, or capacity over that needed for the impacts of the development subject to this Agreement, and to the extent that Subdivider has not received or taken fee credits for the same, Subdivider has the option to enter into a Reimbursement Agreement with the City for eligible reimbursement costs. Said Reimbursement Agreement shall be based on and consistent with this Agreement including Exhibits "B" and "C" hereto.

- j. Fee Credit Adjustments. With regard to fee credits including those referenced above and herein, if any, Subdivider may receive designated fee credits from City as offsets toward a development impact fee for construction of certain required infrastructure improvements either as a part of this Agreement or at some future date. With regard to the amounts to be credited as referenced above, Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completely installed by Subdivider. Subdivider shall not be entitled to receive fee credits until each of the following has occurred with respect to a subject Improvement: (i) City has accepted the Improvement(s) eligible for fee credit or reimbursement, and (ii) Subdivider has provided City with a copy of invoices or other reliable documentation evidencing the reasonable costs and expenses actually incurred by Subdivider in connection with designing and constructing the subject Improvement(s), along with final lien releases from any contractors performing work or materials for such Improvements.
4. Inspections. City shall inspect all Improvements. All Improvements and materials shall be done, performed and installed in accordance with the approved construction plans for said work on file with the City Engineer and the Public Works Standards, which said construction plans and Public Works Standards are hereby referred to and adopted and made a part of this Agreement. In the event there are not any Public Works Standards for any of said Improvements, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of said Improvements and materials shall be done, performed and installed under the inspection of and to the satisfaction of the City Engineer. Upon completion of the Improvements as required herein, the City shall accept the Improvements and at such time, title to and ownership of the Improvements shall vest in the City.
5. Security. Prior to the approval by the Sanger City Council of the Final Map, Subdivider shall furnish to City the following improvement securities in the amounts set forth in Exhibit A. Improvement security shall be of the type as provided for in Government Code §66499 subject to review by the City Attorney and approval of the City Council. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

- a. Performance Security. Performance security shall be equal to 100% of the final Cost Estimate for all improvements as delineated on the subdivision improvement plans, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. The Performance Security shall be in the form of bonds naming the City of Sanger as obligee, or certificate of deposits made payable only to the City of Sanger, or cash.
 - b. Payment Security. Payment security shall equal 50% of the final Cost Estimate for all improvements as delineated on the subdivision improvement plans, as approved by the City Engineer. The Payment Security shall secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the form of bonds naming the City of Sanger as obligee, or certificate of deposits made payable only to the City of Sanger, or cash.
 - c. Partial Acceptance and Reduction of Performance Security. Performance Security may be reduced as work progresses only for the work satisfactorily completed and accepted by the City Engineer. Upon written request from the Subdivider, the City Engineer with the concurrence of the Director of Public Works shall determine the value of work completed satisfactorily and may authorize release of a portion of the security. In no event shall such security be reduced by more than 90 percent of the value of the work completed. Upon final completion and acceptance of the work as determined by the City Engineer and Director of Public Works, a notice of acceptance shall be filed with the Fresno County Recorder. 10 percent of such security shall be retained for 35 days after the filing of such notice or longer period if required by law.
6. Damage Prior to Final Acceptance. Any damage to the work or Improvements constructed pursuant to this Agreement occurring after installation shall be made good to the satisfaction of the City Engineer by Subdivider before any securities are released or the final acceptance of the completed work.
 7. Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of acceptance of the Improvements by City.
 8. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving as warranty security shall be furnished to the City in the minimum amount identified in Exhibit "A." The warranty security shall serve as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

9. No Right of Trespass. This Agreement shall in no way be construed as a grant by City of any rights to Subdivider to trespass upon land rightfully in the possession of, or owned by, another, whether such land be privately or publicly owned.
10. Indemnification. Subdivider shall be obligated as follows:
 - a. To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work and Improvements; (v) Subdivider and Subdivider's employees, officers, agents, contractors or subcontractor's failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement.
 - b. Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.
 - c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of paragraph "a" and "b" of this Section. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in paragraphs "a" and "b" of this Section, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers to the furthest extent allowed by law (including Section 2782.8 of the California Civil Code), from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the

design professional, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

- d. Subdivider further agrees that the use for any purpose and by any person of any and all of the streets and works and Improvements hereinbefore specified, shall be at the sole and exclusive risk of Subdivider at all times prior to final acceptance by City of the completed street and other improvements thereon and therein. City agrees that it shall not authorize use of such streets, works or Improvements prior to final acceptance thereof by City. This Section shall survive termination or expiration of this Agreement.

- 11. Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

- a. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$3,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury and \$3,000,000 aggregate for products and completed operations, and \$5,000,000 general aggregate.
- b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than \$3,000,000 per accident for bodily injury and property damage.
- c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Subdivider), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.
- d. WORKERS' COMPENSATION insurance as required under the California Labor Code.
- e. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Subdivider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Subdivider shall also be responsible for payment of any self-insured retentions.

Subdivider will use commercially reasonable efforts to cause the above described policies of insurance to be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Subdivider shall provide a new certificate evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Subdivider shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, and volunteers as an additional insured by use of forms CG2010 and CG 2037 or equivalent. Such policy(ies) of insurance shall be endorsed so Subdivider's insurance shall be primary and no contribution shall be required of City. In the event claims-made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this Section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. **Subdivider shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement.** Subdivider shall furnish City with copies of the actual policies upon the request of City Attorney or the City Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by Subdivider or his/her/its subcontractors shall not be deemed to release or diminish the liability of Subdivider or his/her/its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, its officers, officials, agents, employees, and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Subdivider or his/her/its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Subdivider, its principals, officers, agents, employees, persons under the supervision of Subdivider, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the Community Development Director for City, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and

that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. The City shall give three (3) business day's advance notice, and if the required insurance is provided to the City within that time, the City will not terminate the Agreement.

If Subdivider should subcontract all or any portion of the services to be performed under this Agreement, Subdivider shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, volunteers, and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Subdivider and City prior to the commencement of any work by the subcontractor.

12. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction.
13. Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with the Standard Specifications shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.
14. Work by Subdivider. It shall be the responsibility of Subdivider to coordinate all work done by Subdivider's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Subdivider. It shall further be the responsibility of Subdivider to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Subdivider to notify the City Engineer may cause delay for which Subdivider shall be solely responsible.
Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the City Engineer so that proper inspection may be provided. If Subdivider fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdivider of any obligation to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted
15. Dust Control. Adequate dust control shall be maintained by Subdivider on all streets within and without the subdivision on which work is required to be done under this Agreement from the time work is first commenced in the subdivision until the paving of the streets is

completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or the laying of an approved dust palliative thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision in strict compliance with all rules and regulations established by the San Joaquin Valley Air Pollution Control Board. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Subdivider to comply ("Notice to Comply") with the provisions of this paragraph forthwith. If in the opinion of the City Engineer Subdivider's failure to comply with the provisions of this paragraph is having an immediate and significant impact on the public's health, safety and welfare, the City Engineer may immediately issue a stop work order until City receives reasonable assurances Subdivider shall comply with the provisions of this paragraph forthwith. Such notices, Notice to Comply and stop-work orders may be personally served upon Subdivider. If Subdivider is not an individual, such notices, Notice to Comply and stop-work orders may be served upon (i) any person who has signed this Agreement on behalf of Subdivider; (ii) upon any officer, manager or trustee of Subdivider; or (iii) at the election of the City Engineer, such notices and stop-work orders may be served by mailed to Subdivider at Subdivider's address on file with the City Engineer. If the City Engineer has issued a Notice to Comply, and Subdivider has failed to commence adequate dust control or fails to maintain adequate dust control at any time thereafter, within twenty-four hours after personal service of the Notice to Comply or within forty-eight hours after the mailing thereof, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as the City Engineer may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine. City may bill Subdivider for the entire cost to City of such sprinkling or treating, including equipment, material and staff time, as well as any other time or costs associated with the issuance with the elimination of the scattering of the dust including the Notice to Comply. Subdivider shall promptly pay to City the entire billed cost to City of such sprinkling or treating, as evidenced by the delivery of invoices or other evidence of costs incurred. When the surfacing on any existing street is trenched, excavated, potholed or similarly disturbed as a result of Subdivider's construction activities, this surfacing shall be replaced with temporary or permanent surfacing within fourteen calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

16. Street Surfacing and Underground Facilities. Concrete curbs and gutters, the sanitary sewer system and house connections, together with water mains, gas mains, and their respective service connections, and all other facilities required to be installed underground shall be completed in the streets and alleys before installation of street and alley surfacing.
17. Covenants Affecting Land Development. In addition, the following Covenants affect development of the Subject Property:
 - a. Statement of Covenants Affecting Land Development Acknowledging Right to Farm Law for the Final Map of Tract No. 6531;

- b. Covenant Regarding Land Development for the Final Map of Tract No 6531 “Sanger Landscape and Lighting District No. 2”;
 - c. Covenant Regarding Land Development for the Final Map of Tract No 6531 “Community Facilities District No. 2005-01”;
18. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 6531 dated November 10, 2025 and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider’s completion of all required improvements to said parcels. Subdivider’s compliance with such conditions shall be completed as required by the Conditions of Approval and where no time for compliance is set forth in the Conditions of Approval, then within a reasonable time as determined by City, in City’s sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.
19. Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Subdivider shall comply with the codes or ordinances of City including the Sanger City Code and Building Codes.
20. Prevailing Wages. Subdivider shall: (a) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of (i) those specific Improvements for which Subdivider provides supplemental size, length or capacity over that needed for the impacts of the development as contemplated by Sanger Municipal Code Section 50-29 and as identified in Exhibit “B,” if any, and (ii) those Improvements, if any, that are “public works” under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a) (collectively, the “PW Improvements”); and (b) comply with any applicable provisions of California Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations. Subdivider shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the PW Improvements, if any, Subdivider shall, or shall cause its contractor to, post at the Subject Property the applicable prevailing rates of per diem wages. As required by Section 10 of this Agreement, Subdivider shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Subdivider, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq. and the implementing regulations of the Department of Industrial Relations in connection with construction of any Improvements.

21. Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.
22. Notice and Cure. Failure by either party to perform any material term or provision of this Agreement shall constitute a default. The party alleging a default shall provide the other party with written notice of any default and thirty (30) days within which to cure the condition, or, if the nature of such that the default cannot be cured within that time, a party shall not be in default if such party commences to perform its obligations to cure within the thirty (30) day period and diligently completes performance. Written notice shall specify, in detail the nature of the obligations to be performed by the defaulting party. Notwithstanding the foregoing, if in the sole determination of the City Manager or designee that a condition creates an imminent threat to public health, safety, or welfare, Subdivider shall cure the condition within twenty four (24) hours of notice of the same. In this limited circumstance, notice of default may be provided orally by the City if promptly followed by written notice from the City the same day specifying the nature of the obligations to be performed by Subdivider. Alternatively, written notice to cure may be provided by the City without oral notice.
23. Limitations of Legal Acts. Except as provided by the Section entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents, or employees be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement. In addition, in the event of an uncured default by Subdivider, City may withdraw the necessary funds from the Subdivider's bonds or other security and complete the Improvements required under this Agreement.
24. Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorney's fees.
25. Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Fresno County Recorder.
26. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this

Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

27. Successor Statutes Incorporated. All references to a statute or ordinance shall incorporate any or all successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to Subdivider under this Agreement.
28. Incorporation of Attachments: All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.
29. Time is of the Essence. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.
30. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Subdivider without the written consent of City.
31. Captions. Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.
32. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.
33. Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.
34. Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as the Improvements required herein have been completed and accepted by City as evidence by recordation of a notice of completion filed with the Fresno County Recorder.
35. Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
36. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and

supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

37. No Third Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.
38. Amendments. This Agreement may be amended only by a written instrument signed by both City and Subdivider or any successor in interest.
39. Notices. Any notice authorized, required, or permitted to be given hereunder shall be properly addressed to the party to be notified at the following address:

To City: City of Sanger
Attn: Community Development Director
1700 7th Street
Sanger, CA 93657

To Subdivider: D.R. Horton CA3, Inc.
400 E Main St. Suite 300
Visalia, CA 93291
Attention: David Hatch, Steve Abrams, and
Aman Kaur Narwal
Phone: (559) 636-9850
E-mail: DCHatch@drhorton.com;
sdabrams@drhorton.com, and
aknarwal@drhorton.com

With a copy to: D.R. Horton, America's Builder
(NorCalRegion)
3000 Executive Pkwy, Suite 100 San
Ramon, CA 94583 Attention: Michael
Mandell, Esq.
E-mail: MDMandell@drhorton.com

D.R. Horton, America's Builder
(NorCalRegion)
3000 Executive Pkwy, Suite 100 San
Ramon, CA 94583 Attention: Vince
McCarrie
E-mail: vdmccarrie@drhorton.com

Any notice shall be deemed to have been given upon actual receipt if sent by United States mail, postage prepaid, certified mail or registered mail, return receipt requested. Any

notice delivered by hand delivery or sent by overnight courier shall be deemed received on the date of actual receipt or upon refusal of delivery. Notice given by e-mail by the City shall be effective upon transmission unless notice of a failure of transmission is received by the City. The recipient of an e-mail notice shall have an affirmative obligation to send an e-mail response acknowledging the receipt of the e-mail and if such acknowledgment is not provided, a copy of any notice delivered by e-mail shall also be delivered as required by the first sentence of this paragraph. Any address for notice may be changed by ten (10) days' prior written notice to the other party of such address change in the manner provided above.

40. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement

CITY

City of Sanger,
a General Law City

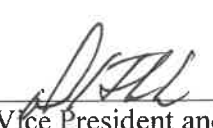
By: _____
Nathan Olson, City Manager

Date

(Attach Notary Acknowledgment)

SUBDIVIDER

D.R. Horton CA3, Inc.,
a Delaware Corporation

By:  _____
David Hatch, Vice President and Division
President of the Central Valley Division

(Attach Notary Acknowledgment)

APPROVED AS TO FORM:

By: _____
Shannon Chaffin
City Attorney

Attachments:

- Exhibit A: Public Improvement Cost Estimates and Improvement Security Amounts
- Exhibit B: Cost Estimate for Reimbursable and Fee-Creditable Improvements
- Exhibit C: Impact Fees, Fee Credits, and Reimbursements

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 Tulare)

On July 17, 2026 before me, R. Hensley, Notary Public
(insert name and title of the officer)

personally appeared David Hatch,
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

R Hensley

(Seal)

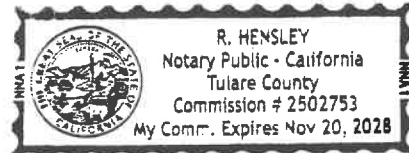


EXHIBIT A

**PUBLIC IMPROVEMENT COST ESTIMATES AND
IMPROVEMENT SECURITY AMOUNTS**

EXHIBIT "A"
PUBLIC IMPROVEMENT COST ESTIMATES AND IMPROVEMENT SECURITY AMOUNTS

SITE PREPARATION, SWPPP & GRADING

Site Preparation

Mobilization/Demobilization	1	EA	\$70,000.00	\$70,000.00
Traffic Control	1	LS	\$5,000.00	\$5,000.00
Remove Existing Irrigation Facilities	1	LS	\$25,000.00	\$25,000.00
Sawcut AC Pavement (Off-site, North Avenue)	333	LF	\$4.00	\$1,332.00
Remove Full Depth AC Pavement (Off-site, North Avenue)	1300	LF	\$5.00	\$6,500.00
Remove Telephone Pole (to be ungrounded; Offsite, North Avenue)	1	LS	\$2,000.00	\$2,000.00
Remove Electrical Service Pole	1	LS	\$2,000.00	\$2,000.00

Site Preparation Subtotal: \$111,832.00

Grading

Clearing & Grubbing	9.9	AC	\$3,000.00	\$29,670.00
Rough Grading	1	LS	\$266,714.95	\$266,714.95
Finished Pads	1	LS	\$36,000.00	\$36,000.00

Grading Subtotal: \$332,385.00

SWPPP/AQC

SWPPP Monitoring	24.0	months	\$1,000.00	\$24,000.00
Stormwater and Dust Control Management BMP's	1	LS	\$20,000.00	\$20,000.00

SWPPP/AQC Subtotal: \$44,000.00

SITE PREPARATION, SWPPP & GRADING TOTAL: \$488,217.00

SANITARY SEWER

Sewer System:

Mobilization	1	LS	\$15,000.00	\$15,000.00
Remove Plugs and Tie in Existing Stubs	4	EA	\$1,200.00	\$4,800.00
8" SDR-35 PVC < 10'	1818	LF	\$65.00	\$118,170.00
8"x4" Sewer Laterals < 10'	48	EA	\$878.00	\$42,144.00
Manhole (48") <10' Deep	9	EA	\$6,500.00	\$58,500.00
Raise Manholes	9	EA	\$750.00	\$6,750.00
Video Inspection/Testing	1	LS	\$5,000.00	\$5,000.00

SEWER TOTAL: \$250,364.00

WATER DISTRIBUTION

Water System:

Mobilization	1	LS	\$15,000.00	\$15,000.00
Remove Temporary Blow-Off and Tie In to Existing	5	EA	\$5,000.00	\$25,000.00
8" C900 PVC	2091	LF	\$87.00	\$181,917.00
8" Gate Valve + Boxes	9	EA	\$3,000.00	\$27,000.00
6" Gate Valve + Boxes	5	EA	\$2,500.00	\$12,500.00
8"x1" Long Side Water Service and 1" Meter Box	34	EA	\$1,400.00	\$47,600.00
8"x1" Short Side Water Service and 1" Meter Box	14	EA	\$1,200.00	\$16,800.00
Fire Hydrant Assembly (Excluding 6" Gate Valve)	5	EA	\$5,550.00	\$27,750.00
Raise Iron Lids	9	EA	\$750.00	\$6,750.00
Water Sampling Station	1	EA	\$2,500.00	\$2,500.00

WATER TOTAL: \$362,817.00

EXHIBIT "A"
PUBLIC IMPROVEMENT COST ESTIMATES AND IMPROVEMENT SECURITY AMOUNTS

STORM DRAINAGE

Storm Drain:

Mobilization	1	LS	\$15,000.00	\$15,000.00
15" RCP Class III > 10'	62	LF	\$105.00	\$6,510.00
24" RCP Class III > 10'	346	LF	\$177.00	\$61,242.00
Manhole (60") > 10' Deep	1	EA	\$8,500.00	\$8,500.00
Manhole (48") > 10' Deep	3	EA	\$7,650.00	\$22,950.00
Drain Inlets	4	EA	\$4,350.00	\$17,400.00
Raise Manholes	4	EA	\$750.00	\$3,000.00

STORM DRAINAGE TOTAL: \$134,602.00

ROADWAY/STREET IMPROVEMENTS

Paving:

Mobilization	1	LS	\$18,500.00	\$18,500.00
Paving - Collector Street 4" AC/9" AB (Off-site, North Avenue)	1300	SF	\$4.65	\$6,045.00
North Avenue Subgrade Compaction (Off-site)	1300	SF	\$1.00	\$1,300.00
Paving - Local Street 2" AC/4.5" AB (On-site)	69075	SF	\$2.50	\$172,688.00
Street Sub Grade Grade/Compact (On-site)	69075	SF	\$1.00	\$69,075.00

Paving Subtotal: \$267,608.00

Concrete:

Curb & Gutter (Off-site, North Avenue)	325	LF	\$25.00	\$8,125.00
Meandering 5' Sidewalk (Off-site, North Avenue)	1630	SF	\$8.00	\$13,040.00
Curb & Gutter Grading/Compaction (Off-site, North Avenue)	325	LF	\$4.75	\$1,543.75
Sidewalk Grading/Compaction (Off-site, North Avenue)	1630	SF	\$1.00	\$1,630.00
Curb and Gutter (On-site)	4012	LF	\$25.00	\$100,300.00
Concrete Valley Gutter (On-site)	228	LF	\$30.00	\$6,840.00
Bulb Outs (On-site)	2	EA	\$2,500.00	\$5,000.00
Sidewalk (On-site)	19636	SF	\$8.00	\$157,084.03
Drive Approach (On-site)	48	EA	\$2,000.00	\$96,000.00
20' ADA Ramps with Truncated Domes (On-site)	10	EA	\$2,300.00	\$23,000.00
Fine Grade Curb and Gutter	4240	LF	\$4.75	\$20,140.00
Sidewalks, Driveway and Ramps Grade/Compact	24388	SF	\$1.00	\$24,387.50

Concrete Subtotal: \$457,090.28

Miscellaneous:

Street Monumentation	18	EA	\$2,000.00	\$36,000.00
Street Signs	6	EA	\$400.00	\$2,400.00

Miscellaneous Subtotal: \$38,400.00

ROADWAY/STREET IMPROVEMENTS TOTAL: \$763,098.28

EXHIBIT "A"
PUBLIC IMPROVEMENT COST ESTIMATES AND IMPROVEMENT SECURITY AMOUNTS

DRY UTILITIES

<i>Dry Utilities:</i>				
Street Light (On-site)	13	EA	\$10,000.00	\$130,000.00
Street Light (Off-site, North Avenue)	2	EA	\$10,000.00	\$20,000.00
Dry Utilities	48	EA	\$9,500.00	\$456,000.00
Telephone Line Undergrounding (Off-site, North Avenue)	1	LS	\$15,000.00	\$15,000.00
DRY UTILITIES TOTAL:				\$621,000.00

AMENITIES & SPECIAL CONSTRUCTION

<i>Common Area Improvements:</i>				
Mail Box Cluster	3	EA	\$6,800.00	\$20,400.00
Proposed CID Pipe	326	LF	\$95.00	\$30,970.00
Landscaping & Irrigation (Street Trees) (On-site)	48	EA	\$425.00	\$20,400.00
Landscape Frontage (Off-site, North Avenue)	8179	SF	\$7.00	\$57,253.00
<i>Common Area Improvements Subtotal:</i>				<i>\$129,023.00</i>
<i>Walls & Fences:</i>				
Stem Wall- Height 1'4" w/ Wood Posts for Fence	92	LF	\$65.00	\$5,980.00
Stem Wall- Height 2'0" w/ Wood Posts for Fence	290	LF	\$70.00	\$20,300.00
Block Wall- Height 6'8" Max	150	LF	\$120.00	\$18,000.00
Block Wall- Height 7'4" Max	175	LF	\$135.00	\$23,625.00
Wall Backfill	325	LF	\$4.75	\$1,543.75
<i>Walls & Fences Subtotal:</i>				<i>\$69,448.75</i>
<i>Miscellaneous:</i>				
Lot Corners	48	EA	\$50.00	\$2,400.00
Construction Staking (non reimburable items)	48	EA	\$1,650.00	\$79,200.00
<i>Miscellaneous Subtotal:</i>				<i>\$81,600.00</i>
AMENITIES & SPECIAL CONSTRUCTION TOTAL:				\$280,071.75

SUMMARY

	Item Total
SITE PREPARATION, SWPPP & GRADING	\$488,217.00
SANITARY SEWER	\$250,364.00
WATER DISTRIBUTION	\$362,817.00
STORM DRAINAGE	\$134,602.00
ROADWAY/STREET IMPROVEMENTS	\$763,098.28
DRY UTILITIES	\$621,000.00
AMENITIES & SPECIAL CONSTRUCTION	\$280,071.75
SUBTOTAL	\$2,900,170.03
CONTINGENCIES @ 15%	\$435,026.00
TOTAL PROBABLE CONSTRUCTION COST	\$3,335,196.03

EXHIBIT B

**COST ESTIMATE FOR REIMBURSABLE AND
FEE-CREDITABLE IMPROVEMENTS**

EXHIBIT "B"
COST ESTIMATE FOR REIMBURSABLE AND FEE CREDITABLE IMPROVEMENTS

STORM DRAINAGE/FLOOD CONTROL					
Master Planned Storm Drain Facilities¹					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	15" Storm Drain Pipeline	62	LF	\$ 105	\$ 6,510.00
2	24" Storm Drain Pipeline	346	LF	\$ 177	\$ 61,242.00
3	Storm Drain Inlets	4	EA	\$ 4,350	\$ 17,400.00
4	Storm Drain Manholes (48") > 10' Deep	3	EA	\$ 7,650	\$ 22,950.00
5	Storm Drain Manholes (60") > 10' Deep	1	EA	\$ 8,500	\$ 8,500.00
6	Raise Manholes	4	EA	\$ 750	\$ 3,000.00
TOTAL STORM DRAINAGE/FLOOD CONTROL COSTS					\$ 119,602.00

Notes:

¹ Fee Creditable/Reimbursable from existing fund balance and/or future collection of Storm Drainage Development Impact Fees

EXHIBIT C
IMPACT FEES, FEE CREDITS, AND REIMBURSEMENTS

EXHIBIT "C"
IMPACT FEES, FEE CREDITS AND REIMBURSEMENTS

Fee Type	Quantity	Unit	Impact Fee Unit Costs	Total Impact Fees	Eligible Construction Costs ²	Fee Credits	Impact Fees Due
Sanitary Sewer Collection (Area 2)	48	Lot	\$ 1,642	\$ 78,816	\$ -	\$ -	\$ 78,816
Sanitary Sewer Treatment (Area 2)	48	Lot	\$ 6,800	\$ 326,400	\$ -	\$ -	\$ 326,400
Sewer Front Footage ¹	325	Front Foot	\$ 29.50	\$ 9,588	\$ -	\$ -	\$ 9,588
Water Service	48	Lot	\$ 1,622	\$ 77,856	\$ -	\$ -	\$ 77,856
Water Front Footage ¹	325	Front Foot	\$ 27.50	\$ 8,938	\$ -	\$ -	\$ 8,938
Storm Drain/Flood Control (Area DR-2)	48	Lot	\$ 5,475	\$ 262,800	\$ 119,602	\$ 119,602	\$ 143,198
Traffic Facilities	48	Lot	\$ 1,993	\$ 95,664	\$ -	\$ -	\$ 95,664
Parks and Recreation Facilities (Region 3)	48	Lot	\$ 2,490	\$ 119,520	\$ -	\$ -	\$ 119,520
Public Safety Facilities (Police)	48	Lot	\$ 1,538	\$ 73,824	\$ -	\$ -	\$ 73,824
Public Safety Facilities (Fire)	48	Lot	\$ 1,586	\$ 76,128	\$ -	\$ -	\$ 76,128
Solid Waste Major Facilities	48	Lot	\$ 440	\$ 21,120	\$ -	\$ -	\$ 21,120
Groundwater Recharge	83280	Bldg SF ³	\$ 0.20	\$ 16,656	\$ -	\$ -	\$ 16,656
TOTAL				\$ 1,167,309	\$ 119,602	\$ 119,602	\$ 1,047,707

Notes:

¹ North Avenue only

² Refer to Exhibit B for Fee Creditable and Reimbursable Costs allowed

³ Fee calculated on total building square footage within the subdivision (assumed as 48 lots x 1,735 SF average)

EXHIBIT C

Improvement and Credit/Reimbursement Agreement for Tract No. 6531

IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT

TRACT NO. 6531

This Improvement And Credit / Reimbursement Agreement ("Agreement") is entered into this _____ day of _____, 2026, by and between the City of Sanger, a California municipal corporation ("City"), and D.R. Horton CA3, Inc., a Delaware corporation (Developer). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer is the owner of approximately 10 acres generally located south of North Avenue between Bethel and Greenwood Avenues in the City of Sanger, more specifically described in the legal description set forth in Exhibit "A" attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Developer has obtained from City certain entitlements and/or permits for the construction of improvements on the Property, including a final map for 48 residential units more particularly described on Final Map for Tract 6531 ("FM") ("Project"); and

WHEREAS, Developer will construct offsite improvements related to the Project as further described in the Subdivision Agreement: Final Map of Tract No. 6531 ("Subdivision Agreement"), which was entered into prior to approval of the FM; and

WHEREAS, pursuant to Section 66484 of the California Government Code, Section 50-29 of the Sanger Municipal Code, and City Ordinance 8-21 and subsequent Resolution(s), the City of Sanger requires Developer to pay fees or install improvements to help cover the Developer's fair share of the costs; and

WHEREAS, certain offsite improvements required to be installed by Developer exceed the Developer's fair share of costs, but are necessary to ensure the public health, safety, and welfare arising from the Project and are necessary for the development of the Project; and

WHEREAS, those offsite improvements eligible for reimbursement are specified in the Subdivision Agreement, including Exhibits B and C thereto ("Improvements"); and

WHEREAS, City and Developer desire to enter into an agreement to provide for allowable credits and reimbursements by the City to Developer for certain costs of design and construction of the Improvements in recognition of the benefit of these improvements to future development and the City; and

WHEREAS, City and Developer desire this Agreement to allow apportionment of credits over the real property identified in Exhibit A hereto, and assignment and assumption of this Agreement consistent with Exhibit C hereto.

AGREEMENT

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein. All attachments to this Agreement as Exhibits are incorporated into this Agreement by this reference.

2.0 Construction of Improvements. Developer shall construct or have constructed, at its own cost and expense, the Improvements as required by the Subdivision Agreement.

3.0 Fees Credit and Eligible Costs Reimbursement.

3.1 Allowable Credit. The City shall credit the Developer for all amounts spent, or authorized to be spent, in connection with the design, acquisition and development of the Improvements including, the costs of land if eligible, construction and inspection, engineering, and consulting fees ("Costs") associated with construction of the Improvements, up to an amount not to exceed \$119,602 ("Programmed Costs") as shown in Exhibit B, except as otherwise set forth in Section 3.4 below.

3.1.1 The determination of actual construction costs shall be based on the City-approved unit bid prices as submitted by the lowest responsive and responsible bidder multiplied by the actual installed quantities as shown in the contract documents to be approved by the City. Credit shall be limited to quantities shown on City-approved contract documents for the Improvements, including change orders approved by the City Engineer. For construction change orders to be given consideration for credit, the Developer must:

(a) Notify City of any proposed change order, preferably in advance of performance of change order work. (Any change order work authorized by the Developer without the City's prior consent is done solely at the Developer's risk and is subject to denial by the City, based upon the merits of the proposed change order.)

(b) Evaluate the change order request and present determination of its validity and estimated cost along with supporting information to City.

(c) Fully document any work performed under a change order to verify all associated costs.

3.1.2 Failure to comply with any of these procedures will result in the ineligibility of the requested change order for credit. The City shall not unreasonably withhold approval of proposed change orders.

3.1.3 In order to secure final credit, Developer shall provide the following items to the City in order for the City to determine construction costs for the Improvements that qualify for credit:

- (a) Final Record Drawings, and Developer's civil engineer's cost estimate.
- (b) List of bidders from who bids were requested;
- (c) Copies of the original contract with the contractor or consultant and any change orders that have been agreed to by the Developer, contractor, and the City. The portion of each change order associated with the Improvements must be itemized separately;
- (d) Copies of all invoices, with unconditional lien releases, submitted by the contractor and/or consultant;
- (e) Copies of all checks issued by the Developer with related invoices indicated, including canceled checks for payments made (copies of both the front and back of the canceled checks);
- (f) A summary tabulation (spreadsheet) of all contractor/consultant invoices and Developer payments, including check numbers; and
- (g) Such further documentation as may be reasonably required by the City to evidence the completion of construction and the payment of each item of cost and invoice

3.1.4 City shall make all determinations as to eligibility within 30 days of receipt of construction information. If credit is denied, the City shall provide written notification in accordance with Section 4.5.

3.2 Limitation on Fee Credits. Notwithstanding Section 3.1 above, for any particular type of facility (i.e. sewer, water, roadways and parks), the amount of fee credits granted to Developer for that type of facility pursuant to this Agreement shall not exceed the fee obligation due from the Developer for that facility type. If the amount of credit from Section 3.1 for a particular facility type exceeds the fee obligation for the Developer for that facility type, the remaining balance shall be paid as a reimbursement to Developer pursuant to the procedures set forth in Section 3.3 below, unless Developer requests that all or a portion of the reimbursements be designated as credits to be assigned per Section 3.7 below to other properties. The fee obligation and fee credits are shown in Exhibit B.

3.3 Reimbursements. If Developer is owed a reimbursement for any costs of the Improvements, the priority of such reimbursement shall be based on the execution date of the Credit/Reimbursement Agreement, with first in time receiving first reimbursement. The City shall set aside not less than 50% of Impact Fees received from future development to pay reimbursements as it collects fee revenues within the applicable fee program. Such payments shall be made by the City annually as funds become available. The fee reimbursements are shown in

Exhibit B. Notwithstanding the foregoing, the obligation arising from this Agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, revenues, and is payable only from the development fees deposited in the account for that specific fee program.

3.4 Adjustment to Programmed Costs. If, when the final reconciliation of construction costs for the Improvements is conducted by the City, the actual construction costs for any of the Improvements exceeds the Programmed Costs or the cost identified in the fee program for such Improvements, the Engineer shall review items identified in Section 3.1.3 above and determine if the programmed costs that will be credited/reimbursed to the Developer should be increased above the amount shown in Section 3.1.3 of this Agreement. Such an adjustment to the programmed costs for the Improvements shall occur at the sole discretion of the City. The Director shall determine how much of the actual construction costs should be included in an increase to the programmed costs, which would be deemed the cost overrun. The Director shall consider the following items to determine whether an adjustment to the programmed costs is warranted:

3.4.1 Has the cost overrun occurred for reasons that are outside the control of the City or the Developer, including but not limited to (i) an increase in land costs or unit costs since the Fee Program was adopted, (ii) new, increased or augmented state or federal mandates or requirements, or (iii) new City standards that did not exist when the Fee Program was adopted?

3.4.2 Can the Impact Fees be increased to cover the cost overrun without rendering the remaining development within the Fee Program infeasible?

3.4.3 If the Director concludes that an adjustment to the Programmed Costs for the Improvements is appropriate, the City shall include the cost overrun in the next update to the applicable fee program upon request of Developer.

3.5 Application of Fee Credit. Fee credits provided pursuant to this Agreement shall be applied to the Project at building permit consistent with City policy. Based on the type of Improvements covered by this Agreement, such fee credits shall only apply to the fees within the specific fee program.

3.6 Index. Fee credits or reimbursements shall be adjusted based on the approved index within the fee program, if any. Any changes to the approved fee program index shall also apply to the fee credits or reimbursements secured by this Agreement.

4.0 Miscellaneous.

4.1 Assignment. Developer may assign all or a portion of its rights and obligations pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property, provided that City hereby agrees that a copy of the deed or conveyance document shall be sufficient proof. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement in the form attached hereto as Exhibit "C."

4.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

4.3 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

4.5 Notices. Any notice authorized, required, or permitted to be given hereunder shall be properly addressed to the party to be notified at the following address:

To City:

City of Sanger
1700 7th Street
Sanger, CA 93657
Attn: Dr. Joshua Goggins, Community Development Director
Phone: (559) 876-6300 x 1520
Email: jgoggins@ci.sanger.ca.us

To Developer:

D.R. Horton CA3, Inc.
400 E Main St. Suite 300
Visalia, CA 93291
Attention: David Hatch, Vice President and Division President of the Central Valley Division

Any notice shall be deemed to have been given upon actual receipt if sent by United States mail, postage prepaid, certified mail or registered mail, return receipt requested. Any notice delivered by hand delivery or sent by overnight courier shall be deemed received on the date of actual receipt or upon refusal of delivery. Notice given by e-mail by the City shall be effective upon transmission unless notice of a failure of transmission is received by the City. The recipient of an e-mail notice shall have an affirmative obligation to send an e-mail response acknowledging the receipt of the e-mail and if such acknowledgment is not provided, a copy of any notice delivered by e-mail shall also be delivered as required by the first sentence of this paragraph. Any address for notice may be changed by ten (10) days' prior written notice to the other party of such address change in the manner provided above.

4.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

4.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days or period for performance shall be deemed calendar days not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

4.8 Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

4.9 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

4.11 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

4.12 No Third Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

4.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.14 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or

proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Fresno, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

4.15 Time is of the Essence. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the Parties hereto, their successors and assigns. .

4.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

4.17 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY
City of Sanger
a General Law City

DEVELOPER
D.R. Horton CA3, Inc.,
a Delaware Corporation

By: _____
Nathan Olson, City Manager

By:  _____
David Hatch, Vice President and Division
President of the Central Valley Division

(Attach Notary Acknowledgment)

(Attach Notary Acknowledgment)

ATTEST:

By: _____
Lina Martinez, City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
Shannon Chaffin
City Attorney

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 Tulare)

On July 17, 2026 before me, R. Hensley, Notary Public
(insert name and title of the officer)

personally appeared David Hatch,
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 R Hensley (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Sanger, County of Fresno, State of California, described as follows:

LOTS 1-48, INCLUSIVE, OF THE FINAL MAP OF TRACT NO. 6531 ACCORDING TO THE
MAP THEREOF RECORDED ON _____, 2026 IN VOLUME ____ OF PLATS
AT PAGE(S) _____, FRESNO COUNTY RECORDS.

01236.0105/697714.6

EXHIBIT A

EXHIBIT "B"
ESTIMATED COSTS FOR IMPROVEMENTS

EXHIBIT "B"
COST ESTIMATE FOR REIMBURSABLE AND FEE CREDITABLE IMPROVEMENTS

STORM DRAINAGE/FLOOD CONTROL					
Master Planned Storm Drain Facilities¹					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	15" Storm Drain Pipeline	62	LF	\$ 105	\$ 6,510.00
2	24" Storm Drain Pipeline	346	LF	\$ 177	\$ 61,242.00
3	Storm Drain Inlets	4	EA	\$ 4,350	\$ 17,400.00
4	Storm Drain Manholes (48") > 10' Deep	3	EA	\$ 7,650	\$ 22,950.00
5	Storm Drain Manholes (60") > 10' Deep	1	EA	\$ 8,500	\$ 8,500.00
6	Raise Manholes	4	EA	\$ 750	\$ 3,000.00
TOTAL STORM DRAINAGE/FLOOD CONTROL COSTS					\$ 119,602.00

Notes:

¹ Fee Creditable/Reimbursable from existing fund balance and/or future collection of Storm Drainage Development Impact Fees

EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of the _____ day of _____, _____ by: (i) _____, a _____ ("Assignor"), and (ii) _____, a _____ ("Assignee").

RECITALS

A. Concurrently with the execution and delivery hereof, pursuant to a certain Agreement of Purchase and Sale dated _____, _____ (the "Purchase Agreement") between Assignor and Assignee, Assignor is conveying to Assignee all of Assignor's right, title and interest in and to the real property described on Exhibit A attached hereto and made a part hereof (the "Property").

B. It is the desire of Assignor to hereby sell, assign, transfer, convey, set-over and deliver to Assignee all of Assignor's right, title and interest in and to that certain Improvement Credit / Reimbursement Agreement between Assignor, as Developer, and the City of Sanger, a California municipal corporation, dated as of _____, 2026 (the "Agreement").

AGREEMENT

1. Subject to the terms of the Purchase Agreement, Assignor does hereby sell, assign, transfer, set-over and deliver unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Agreement.

2. Assignee accepts the foregoing assignment and assumes and agrees to be bound by and to perform and observe all of the obligations, covenants, terms and conditions to be performed or observed under the Agreement arising on or after the date hereof. Assignee further agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, attorneys' fees and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder arising in connection with the Agreement and related to the period on or after the date hereof.

3. This Assignment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption to be executed as of the date first written above.

Assignor: _____

By: _____

Name: _____

Its: _____

Assignee: _____

By: _____

Name: _____

Its: _____

APPROVED:

City of Sanger

By: _____

Name: _____

Its: _____

EXHIBIT D

Statement of Covenants Affecting Land Development Acknowledging Right to Farm Law for the Final Map of Tract No. 6531

WHEN RECORDED MAIL TO:

City Clerk
City of Sanger
1700 7th Street
Sanger, CA 93657

NO FEE - Government Code 6103 & 27383

APN: 332-090-03
TRACT NO. 6531

**STATEMENT OF COVENANTS AFFECTING LAND
DEVELOPMENT ACKNOWLEDGING
RIGHT-TO-FARM LAW FOR THE FINAL MAP OF
TRACT NO. 6531**

This covenant and agreement is made by and between the City of Sanger, a general law city ("City"), and D.R. Horton CA3, Inc., a Delaware corporation ("Covenantor") located at 419 W. Murray Blvd., Visalia, CA 93291, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Sanger.

RECITALS

WHEREAS, Covenantor is the owner of that certain real property in the City of Sanger, County of Fresno, State of California, hereinafter referred to as the "Subject Property" and more particularly described as follows and by this reference made a part of this Statement of Covenant:

Lots 1 through 48, inclusive, of the Final Map of Tract No. 6531, according to the map thereof recorded on _____, 20____ in Volume _____ of Plats at Page(s) _____, Fresno County Records

The Subject Property is generally located south of North Avenue between Bethel and Greenwood Avenues; and

WHEREAS, Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument and that all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor has filed with City a Final Map of Tract No. 6531, hereinafter referred to as the "Final Map;" and

WHEREAS, City desires to obtain covenants from Covenantor to insure the Subject Property is not developed, used, or maintained in such a way as to adversely affect adjoining properties.

COVENANTS, CONDITIONS, AND RESTRICTIONS

For favorable action on, and approval of, Covenantor's application for approval of said Final Map, Covenantor hereby covenants the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, and desirability of the Subject Property, the surrounding property, and the public at large and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Statement of Covenant will run with the Subject Property and shall be binding on each successive owner of the Subject Property and his/her/its heirs, administrators, successors, and assigns.

1. Covenantor hereby acknowledges the declared policy of the City of Sanger and the

County of Fresno is to preserve, protect, and encourage development of its agricultural land and industries and that the subject property is near agricultural districts which are located in the City of Sanger 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. Consistent with this policy, Covenantor acknowledges and agrees to comply with California Civil Code section 3482.5 (Right-to-Farm Law), which provides that "No agricultural activity, operation, or facility, or appurtenances thereof, conducted or maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after it has been in operation for more than three years if it was not a nuisance at the time it began. California Civil Code section 3482.5 is incorporated into this Statement of Covenants as if set forth in full herein."

2. Covenantor further agrees that no agricultural pursuit, activity, operation, or facility that is consistent with the City of Sanger's general plan and the City of Sanger's zoning ordinance, including legal nonconforming uses, and is conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in Fresno County, shall be or become a nuisance, private or public, due to any changed condition in the vicinity of that agricultural pursuit, activity, operation, or facility, after it has been in operation for more than three years if it was not a nuisance at the time it began, provided that the agricultural pursuit, activity, operation, or facility, obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or any public park, square, street, or highway.

3. The conditions of this Statement of Covenant are intended to benefit the public and public properties, including preserving agricultural land and by promoting a good neighbor policy with agricultural uses. Accordingly, City shall have the right to enforce this Statement of Covenant by any legal or equitable means against Covenantor and such person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof.

4. This Statement of Covenant shall burden the Subject Property and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, assigns and heirs of Covenantor. Persons intended to benefit from the conditions of this Statement of Covenant, such as those with an agricultural pursuit, activity, operation, facility, or appurtenances thereof, may also have the right to enforce this Statement of Covenant. Covenantor consents to the recordation of this Agreement with the Fresno County Recorder.

5. The conditions and obligations of this Statement of Covenant shall remain in full force and effect until such time as City, finds enforcement of such conditions and obligations are no longer equitable thereafter records a release with the Fresno County Recorder.

6. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Statement of Covenant, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Statement of Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

7. The provisions of this Statement of Covenant shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context so requires, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

///

IN WITNESS WHEREOF, the Parties hereto have duly executed this Statement of Covenant.

CITY OF SANGER,
a Municipal Corporation

COVENANTOR
DR HORTON CA3, INC.
a Delaware Corporation

By: _____
Nathan Olson, City Manager

By:  _____
David Hatch, Vice President and Division
President of the Central Valley Division

(Attach Notary Acknowledgment)

(Attach Notary Acknowledgment)

ATTEST:

By: _____
Lina Martinez, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon Chaffin
City Attorney

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 Tulare)

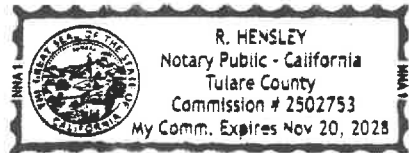
On May 6, 2026 before me, R. Hensley, Notary Public
(insert name and title of the officer)

personally appeared David Hatch,
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 R Hensley (Seal)



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 _____

On _____, 202__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S) _____	TITLE OR TYPE OF DOCUMENT _____
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES _____
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT E

**Covenant Regarding Land Development for the Final Map of Tract No 6531 “Sanger
Landscape and Lighting District No. 2”**

WHEN RECORDED MAIL TO:

City Clerk
City of Sanger
1700 7th Street
Sanger, CA 93657

NO FEE - Government Code 6103 & 27383

APN: 332-090-03
TRACT NO. 6531

**COVENANT REGARDING LAND DEVELOPMENT FOR THE
FINAL MAP OF TRACT NO 6531
“SANGER LANDSCAPE AND LIGHTING DISTRICT NO. 2”**

This covenant and agreement is by and between the City of Sanger, a general law city (“City”), and D.R. Horton CA3, Inc., a Delaware corporation (“Covenantor”) located at 419 W. Murray Blvd., Visalia, CA 93291 and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Sanger.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Sanger, County of Fresno, State of California, hereinafter referred to as “the Subject Property,” and more particularly described as:

Lots 1 through 48, inclusive, of Tract No. 6531, in the City of Sanger, County of Fresno, State of California, according to the map thereof recorded in Volume ____ of Plats at Pages ____ through _____, Fresno County Records.

B. A condition of approval of Tentative Tract No. 6531 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Sanger Landscaping and Lighting District #2 (“District No. 2”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLMD No. 2 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 2 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all potential lot buyers that the Tract has been annexed into LLMD No. 2. Said condition is set forth in Resolution No. 2025-09 as Condition No. G.6 (hereafter “LLMD Condition”).

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LLMD Condition for the Subject Property portion of Tentative Tract No. 6531.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed,

encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation of Tract Map No. 6531, Covenantor will annex the property to LLMD No. 2 to be levied and assessments collected to cover the cost of maintaining streetlights, landscaping, and irrigation systems within the LLMD No. 2 public right-of-way, and to cover the cost of maintaining special amenities located within the LLMD No. 2 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLMD No. 2.

3. The conditions of this Covenant are intended to benefit the Subject Property, the public, the City and its public properties. Accordingly, it is agreed the City shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor and such person or persons in actual possession of Subject property who directly or who through any agent violate the terms hereof.

4. The waiver by either party of a breach by the other of any provision of this Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Covenant. No provisions of this Covenant may be waived unless in writing and signed by all parties to this Covenant. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

5. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLMD No. 2, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this

Covenant, “attorneys’ fees” and “legal expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party’s attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

6. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

7. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

8. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Fresno.

9. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

///

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF SANGER
a Municipal Corporation

Covenantor:
DR HORTON CA3, INC.
a Delaware Corporation

By: _____
Nathan Olson
City Manager

(Attach Notary Acknowledgments)

By:  _____
David Hatch, Vice President and Division
President of the Central Valley Division

(Attach Notary Acknowledgment)

ATTEST:

By: _____
Lina Martinez
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon Chaffin
City Attorney

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 Tulare)

On May 6, 2026 before me, R. Hensley, Notary Public
(insert name and title of the officer)

personally appeared David Hatch,
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 R Hensley (Seal)

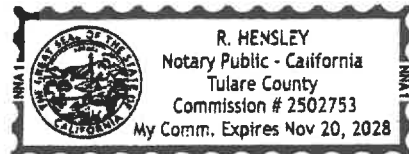


EXHIBIT F

**Covenant Regarding Land Development for the Final Map of Tract No 6531 “Community
Facilities District No. 2005-01”**

WHEN RECORDED MAIL TO:

City Clerk
City of Sanger
1700 7th Street
Sanger, CA 93657

NO FEE - Government Code 6103 & 27383

APN: 332-090-03
TRACT NO. 6531

**COVENANT REGARDING LAND DEVELOPMENT FOR THE
FINAL MAP OF TRACT NO 6531
COMMUNITY FACILITIES DISTRICT NO. 2005-01**

This covenant and agreement is by and between the City of Sanger, a general law city (“City”), and D.R. Horton CA3, Inc., a Delaware corporation (“Covenantor”) located at 419 W. Murray Blvd., Visalia, CA 93291, and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Sanger.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Sanger, County of Fresno, State of California, hereinafter referred to as “the Subject Property,” and more particularly described as:

Lots 1 through 48, inclusive, of Tract No. 6531 in the City of Sanger, County of Fresno, State of California, according to the map thereof recorded in Volume ____ of Plats at Pages ____ through ____, Fresno County Records.

B. A condition of approval of Tentative Tract No. 6531 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to a Community Facilities District (CFD) to provide special tax revenue for the anticipated cost increases associated with providing city services (i.e., police, fire, ambulance, paramedic, parks maintenance, etc.). The Covenantor is also required to disclose to all potential lot buyers that the Tract is part of a Community Facilities District. Said condition is set forth in Resolution No. 2025-09 as Condition No. G.7 (hereafter “CFD Condition”).

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the CFD Condition for the Subject Property portion of Tentative Tract No. 6531.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the CFD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness,

usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation of Tract Map No. 6531, Covenantor will annex the property to a CFD to provide special tax revenue for the anticipated cost increases associated with providing City services (i.e., police, fire, ambulance, paramedic, parks maintenance, etc.). The City and the Covenantor agree that annexation into City of Sanger Community Facilities District No. 2005-1 (Public Services) will meet the requirement of the CFD Condition to annex into a CFD for the Subject Property.

2. The Covenantor agree to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of a CFD.

3. The conditions of this Covenant are intended to benefit the Subject Property, the public, the City and its public properties. Accordingly, it is agreed the City shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor and such person or persons in actual possession of Subject property who directly or who through any agent violate the terms hereof.

4. The waiver by either party of a breach by the other of any provision of this Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Covenant. No provisions of this Covenant may be waived unless in writing and signed by all parties to this Covenant. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

5. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under the CFD, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses

incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

6. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

7. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

8. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Fresno.

9. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

///

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF SANGER
a Municipal Corporation

Covenantor:
DR HORTON CA3, INC.
a Delaware Corporation

By: _____
Nathan Olson
City Manager

(Attach Notary Acknowledgments)

By:  _____
David Hatch, Vice President and Division
President of the Central Valley Division

(Attach Notary Acknowledgment)

ATTEST:

By: _____
Lina Martinez
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon Chaffin
City Attorney

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 Tulare)

On May 6, 2026 before me, R. Hensley, Notary Public
(insert name and title of the officer)

personally appeared David Hatch,
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 R Hensley (Seal)



EXHIBIT G

Agreement for Common Use of Easements

FREE RECORDING IN ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTIONS 6103 AND 27383
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF SANGER
1700 7TH STREET
SANGER, CA 93657

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX IS \$0

AGREEMENT FOR COMMON USE OF EASEMENTS

THIS AGREEMENT FOR COMMON USE OF EASEMENTS (this “Agreement”) is made and entered into as of _____, 2026, (the “Effective Date”), by and between CONSOLIDATED IRRIGATION DISTRICT, a California Irrigation District (“District”) and the CITY OF SANGER, a general law city and municipal corporation (“City”). The District and the City are sometimes collectively referred in this Agreement as the “Parties” or singularly as a “Party” or by their individual names.

RECITALS

A. WHEREAS, District was organized on September 8, 1921, and provides water from the Kings River for irrigation and groundwater recharge; and

B. WHEREAS, the District is a California Irrigation District organized and existing under and by virtue of the Irrigation District Law, Division 11, of the California Water Code; and

C. WHEREAS, the District must have full access to and control over its facilities and the operation thereof; and

D. WHEREAS, the District holds an easement for ditches, canals, pipelines and other conveyance facilities over, under, across and through certain real property in Sanger, California and more particularly described in Exhibit “A”, which is attached hereto and incorporated herein by this reference (collectively “District Easement”). The District’s Winery Lateral Pipeline is located in the District Easement; and

E. WHEREAS, City has been offered for dedication an easement for landscape, irrigation, pedestrian and related purposes over, under, across and through certain real property in Sanger, California and more particularly described in Exhibit “B” which is attached hereto and incorporated herein by this reference (collectively “City Easement”). The City will construct and maintain street landscaping and sidewalk within the City Easement (collectively “City Improvements”); and

F. WHEREAS, the City Easement lies within the boundary of, and overlaps, the existing District Easement, which overlapping portion is being hereby designated as the "Area of Common Use"; and

G. WHEREAS, District and City wish to establish certain conditions under which the Area of Common Use shall be used by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree as follows:

1. **District's Consent.** District hereby consents to the use by City of the Area of Common Use for purposes of constructing, maintaining and operating the City Improvements. City's use of the Area of Common Use shall be subject to (i) the District's right to fully use the Area of Common Use for all of the District's purposes, and (ii) the terms and conditions set forth in this Agreement. The Parties acknowledge that the District has a prior right in the Area of Common Use and the District does not by this Agreement subordinate any rights it may have in the Area of Common Use to any use thereof by the City. City acknowledges that the District, by consenting to the City's use of the Area of Common Use, is making no representation or warranty regarding the existence or non-existence of any third-parties claiming a right, title, or interest in or to the Area of Common Use.

2. **City Improvements.** City shall, at its own cost and expense, and with the District's prior written approval, locate, construct, operate, maintain, repair and replace the City Improvements in the Area of Common Use in such a manner and using such material as may be required so that the City Improvements will not at any time damage, impair or interfere with the present or future uses by the District of the District Easements. The City is specifically required to coordinate the construction of the City Improvements so that it does not interfere with the District's water delivery, operations and maintenance schedules.

3. **Ownership of Facilities/Improvements.** All of the City Improvements constructed or installed pursuant to this Agreement shall be the property of City, and all appurtenances and facilities installed by District or existing in the Area of Common Use, which are related to District's facilities, shall be the property of District. Except as herein otherwise provided, neither District nor City shall have any right, title, or control over the other's property, other than it may already have under applicable law.

4. **Common Use.** Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate the District Easements in the Area of Common Use. Both District and City shall use the Area of Common Use in such a manner as not to unreasonably interfere with the rights of one another and nothing herein shall be construed as a release or waiver of any claim for compensation or damages that the District or the City may now have, or may hereafter acquire, resulting from the construction or alteration of existing facilities or the construction or alteration of additional facilities by either District or City, which causes damage to or unreasonable interferes with the use of the Area of Common Use by the other Party. Each Party shall construct, operate, or maintain their improvements in the Area of Common Use in a manner that does not diminish or restrict the ability of the other Party to use the Area of Common Use for the purpose identified in this Agreement. Neither Party

shall have the right to increase the extent of their use of the Area of Common Use as identified in this Agreement, without the express written authorization of the other Party.

5. City Reimbursement.

(a) City shall be responsible to pay, and shall reimburse District upon request, for any actual reasonable cost incurred by District for work performed by District that is caused by or required by City's construction, maintenance or use of the City Improvements. District shall provide reasonable advanced written notice to the City of the necessity of such work prior to commencement.

(b) Except as described above, District and City shall be responsible for the maintenance, repair, alteration, improvement or relocation of their respective facilities within the Area of Common Use.

(c) Nothing in this Agreement shall relieve the Parties of any responsibility toward the other for damage to the other's property located outside of the Area of Common use.

6. Indemnification.

(a) District shall not be responsible for any damage to or for the costs of replacement or repair of any City or third-party facility located in the Area of Common Use and City shall indemnify and hold District harmless for any such cost and/or damages except for any such claims arising out of the willful misconduct or sole negligence of District or its directors, officers, employees, authorized volunteers or contractors.

(b) To the fullest extent permitted by law: (i) City agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of the Area of Common Use, except for any such claims arising out of the willful misconduct or sole negligence of the District or its directors, officers, employees, authorized volunteers or contractors, or those claims which violate the City's sovereign immunities. City agrees to defend, hold harmless, and indemnify District, its directors, officers, employees or authorized volunteers against any and all such injuries, damages, and claims arising out of the City's use of the Area of Common Use; and (ii) District agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of the Area of Common Use, except for any such claims arising out of the willful misconduct or sole negligence of the City or its officials, officers, employees, authorized volunteers or contractors, or those claims which violate the District's sovereign immunities. District agrees to defend, hold harmless, and indemnify City, its officials, officers, employees or authorized volunteers against any and all such injuries, damages, and claims arising out of the District's use of the Area of Common Use. This indemnification shall not be restricted to any insurance proceeds.

(c) In the event of concurrent negligence on the part of City or any of its officers, officials, employees, agents or volunteers, and the District or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned

under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(d) This section shall survive termination or expiration of this Agreement.

7. **Notice of Work.** Except in the event of an emergency, or as necessary to maintain the flow of water in District's facilities, each Party shall give the other reasonable notice before performing or permitting any work affecting the other's facilities in the Area of Common Use, and shall furnish the other Party with plans and specifications describing the work to be done before commencement of the work. The reviewing Party shall have the right to specify reasonable conditions on, or changes in, the proposed work and schedule when necessary to prevent damage to its facilities or interference with its operations in the Area of Common Use. Neither Party shall permit installation of facilities by others in the Area of Common Use without the written consent of the other Party. Each Party agrees to repair any damage to the other Party's facilities caused by work directed or performed by it within the Area of Common Use. Except that, where City's facilities or the City Improvements within the Area of Common Use must necessarily be damaged, destroyed or removed by District to accommodate repair, maintenance, modification or replacement of District's facilities, District shall have no obligation to restore City's affected facilities or City Improvements. In the event of an emergency, no such notice shall be required and either Party may proceed to do what is reasonably necessary to prevent serious loss or damage and to protect the public health and safety. An emergency shall be deemed to exist if immediate action is reasonably required to prevent serious loss or damage to life or property, or to protect the public health and safety.

8. **Further Assurances.** From time to time and at any time after the execution and delivery of this Agreement, each of the Parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other Party, to evidence or carry out the intent of this Agreement.

9. **Limitations; Obligations.**

(a) Prior to construction and installation of the City Improvements, City, at its sole cost and expense, shall obtain all necessary permits, licenses, authorizations, approvals or other governmental dispensations required to proceed with City's activities pursuant to this Agreement.

(b) City shall ensure that all activities performed in the Area of Common Use with respect are performed (i) in conformance with all applicable federal and State laws and regulations, and (ii) in a good and workmanlike manner.

(c) City shall promptly pay all claims, especially those secured by a mechanic's or materialman's lien against the District's Easements or any interest therein, for labor or materials furnished or alleged to have been furnished to or for City at or for use on the Area of Common Use.

(d) City agrees at all times to keep the City Improvements in a state of good and safe repair, at City's sole cost and expense.

10. **Inspection.** City agrees to notify the District's General Manager, or his designee, at least two (2) business days before City work commences within the Area of Common Use. The District may inspect the work to ensure that the City Improvements, as built, conform to all permits, authorizations and approvals allowing for the construction and installation of the City Improvements. Such inspections may extend to all phases of the work, including, but not limited to the preparation of materials to be used. Failure of the District to detect any deviations, deficient materials or workmanship or any other defects in the City Improvements shall not (i) release the City from any obligation to correct such defects or from any liability resulting therefrom, or (ii) impose any liability on the District.

11. **Term.** The term of this Agreement shall be ten (10) years, commencing on the Effective Date of this Agreement and ending on the tenth (10th) anniversary thereof. After the initial ten (10) years, the term of this Agreement is automatically extended for additional one (1)-year terms, unless at least thirty (30) days prior to the end of the previous term either Party gives written notice of termination. Notwithstanding any other provision in this Agreement to the contrary, it is understood and agreed by both Parties that the District has a prior right in the Area of Common Use and the District does not by this Agreement subordinate any rights it may have in the Area of Common Use to any use thereof by the City and the rights granted to the City hereunder are permissive in character. Upon termination of this Agreement, City shall promptly stop the use of and remove said City Improvements from the District Easements, at City's sole cost and expense.

12. **Liability Insurance.** Each Party shall procure and maintain for the duration of this Agreement Commercial General Liability (CGL) insurance against claims for injuries to persons or damages to property which may arise from or in connection with their respective use of the Area of Common Use. Coverage shall be at least as broad as Insurance Services Office (ISO) Form CG 0001 covering on an "occurrence" basis, with limits no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit. The District and its directors, officers, employees, agents and consultants, shall be covered as additional insureds on the City's CGL policy. The insurance policies required by this Section 12 shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice (10 days for non-payment) has been provided to each Party.

13. **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 13. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To District:	Consolidated Irrigation District
	c/o General Manager
	P.O. Box 209
	Selma, California 93662
	Telephone: (559) 896-1660

Facsimile: (559) 896-3830

To City: City of Sanger
c/o City Manager
1700 7th Street
Sanger, California 93657
Telephone: (559) 876-6300

Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

14. **Relationship of Parties.** Neither Party hereto is, nor shall it become or be deemed to be, a partner or a joint venture with the other by reason of the provisions of this Agreement, nor shall this Agreement be construed to authorize either Party to act as the agent for the other. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Parties hereto with any third parties.

15. **Entire Agreement.** This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

16. **Amendments.** No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized and signed by representatives of both Parties.

17. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, and administrators of the respective Parties.

18. **Assignment.** Neither Party hereto shall assign this Agreement, or any interest herein, without the prior written consent of the other Party. Any such attempted assignment in violation of this Agreement shall be null and void.

19. **Governing Law; Venue.** This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including

validity, interpretation and effect, by the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be in Fresno County, California.

20. **Severability.** If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

21. **Headings.** The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

22. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

23. **Binding Effect.** This Agreement shall "run with the land" and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

24. **Attorney's Fees.** Should any action or proceeding be commenced between the Parties hereto concerning this Agreement, or the rights and duties of any Party in relation thereto, the Party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing Party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and costs incurred in connection with such action or proceeding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY

DISTRICT

City of Sanger

**Consolidated Irrigation District,
a California irrigation district**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Notary Acknowledgment)

(Attach Notary Acknowledgment)

APPROVED AS TO FORM:

By: _____

Name: Shannon L. Chaffin

Firm: Aleshire & Wynder, LLP

Title: Attorney for the City

APPROVED AS TO FORM:

By: _____

Name: Lauren D. Layne

Firm: Baker Manock & Jensen, PC

Title: Attorneys for the District

**EXHIBIT “A”
District Easement**

The South 20.00 feet of the North 50.00 feet of the West half of the West half of the Northeast quarter of the Northwest quarter of Section 27, Township 14 South, Range 22 East, Mount Diablo Base and Meridian, in the City of Sanger, County of Fresno, State of California.

Containing 6,503 square feet more or less

**EXHIBIT “B”
City Easement**

The South 20.00 feet of the North 50.00 feet of the West half of the West half of the Northeast quarter of the Northwest quarter of Section 27, Township 14 South, Range 22 East, Mount Diablo Base and Meridian, in the City of Sanger, County of Fresno, State of California.

Containing 6,503 square feet more or less



City of Sanger

Report to the City Council

To: City Council
From: Greg Tarascou, Fire Chief
Subject: Purchase of a New Vehicle for the Fire Department

Conflict of Interest:

None

Recommendation:

Recommendation: That the City Council:

1. Adopts **Resolution No. 2026-83** authorizing a budget amendment in the amount of \$75,000 for the purpose of purchasing a new vehicle from Sequoia Chevrolet and upfitting the necessary emergency equipment, and
2. Approve the purchase of the vehicle from Sequoia Chevrolet in the amount of \$66,793 and authorize the City Manager to sign the sales documents on behalf of the City.

Executive Summary:

Staff recommend the purchase of a new 2026 Chevrolet Tahoe and related emergency equipment for the Fire Department to replace current fleet equipment.

This item was heard during the regularly scheduled Citizens Oversight Committee meeting on September 1, 2026, and was recommended to be an appropriate use of Measure “R” funds.

Background:

In the course of providing public safety a necessity for staff and response vehicles other than marked police vehicles and fire engines remain. Currently, in the Fire Department there is a 2019 Chevrolet Tahoe in service as a command vehicle. The intent of this purchase is to replace the 2019 Chevrolet Tahoe with a new 2026 Chevrolet Tahoe. Right after the development of the FY 26-27 budget, the current 2019 Tahoe experienced a transmission failure and had to be replaced with a rebuilt transmission. Due to the installation of a rebuilt transmission, high mileage and impending necessary maintenance such as major engine work, this vehicle is no longer conducive to emergency response.

Reason for Recommendation:

Both public safety departments require the use of reliable, safe vehicles to perform their various emergency response functions and duties. In the Fire Department ancillary duties such as fire prevention, out-of-county fire assignments, fire safety education and normal daily routines along with emergency responses will be carried out with this vehicle.

Fiscal Impact:

Utilizing the contract pricing from the National Auto Fleet Group, which utilizes contract pricing through Sourcewell, we are able to obtain vehicles through this contract that guarantee the lowest bid price for fleet vehicles. This method of “piggybacking” through a government procurement order purchase is consistent with the City’s Purchasing Policy and Sanger Chevrolet/GMC has agreed to sell this vehicle to the City at the contracted price. This allows the City to purchase vehicles locally rather than from other cities such as Sacramento or Los Angeles.

The purchase price for the vehicle, including taxes and fees, is \$66,793. It is anticipated that much of the up-fitting equipment, such as emergency lights, radios, on-board computers and related equipment can be repurposed from the existing vehicle into this new one, reducing unnecessary costs. However, there will be labor charges involved with moving this equipment out and that is estimated at \$8,200, bringing the total cost of the vehicle to approximately \$75,000.

Alternatives:

Do not approve the contract or the budget amendment and staff will research other options.

Actions Following Approval:

The City Manager will sign the agreement on behalf of the City and the vehicle will be purchased at Sanger Chevrolet. The appropriate budget transfer will be made by the Finance Director.

Attachments:

1. Budget Amend Command Vehicle
2. NAFG Quote 2026
3. RESO 2026-83_Vehicle Purchase 2026

EXHIBIT A

City of Sanger

Fiscal Impact of Proposed Resolution and
Budget Adjustment approved by Council

Accounting Use Only
Budget Adjustment Number:

Resolution Number: _____

Date: _____ 9/3/2026

Reason for change in appropriation: _____ Increase appropriation to purchase command vehicle for
the Fire Department. _____

Estimated Additional Appropriations:

Fund Name	Fund No.	Dept. No.	Prgm No.	Object No.	Appropriation Amount
Command Vehicles	208	50	101	7238	\$ 75,000.00
Total Requested Appropriation:					\$ 75,000.00
Current 2026-2027 Appropriation:					
Adjusted Total Appropriation:					\$ 75,000.00

Estimated Revenues Available:

Fund Name	Fund No.	Dept. No.	Prgm No.	Object No.	Est. Revenue Amount
Fund Balance					\$ (75,000.00)
Total Estimated Additional Revenue:					\$ (75,000.00)
Current 2026-2027 Estimated Revenue:					
Adjusted Total Estimated Revenue:					

Director's Signature _____ Date: _____

Finance Director's Signature _____ Date: _____



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/27/2026

Government Quote ID: **44078**

Order Cut Off Date: **5/29/2026**

Greg Tarascou
City of Sanger
Fire Department

1700 7th Street

Sanger, California, 93657

Dear Greg Tarascou,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2026 Chevrolet Tahoe (CC10706) 2WD 4dr LS,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$63,495.00	\$61,424.87	3.260 %	\$2,070.13
Tax (8.7250 %)		\$5,359.32		
Tire fee		\$8.75		
Total		\$66,792.94		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
L84	Engine, 5.3L EcoTec3 V8, (STD)
TRANSMISSION	
Code	Description
MHS	Transmission, 10-speed automatic, (STD)
AXLE	
Code	Description
GU5	Rear axle, 3.23 ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1LS	LS Preferred Equipment Group, includes standard equipment
TIRES	
Code	Description
QDF	Tires, 265/65R18SL all-season, blackwall, (STD)
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description
A50	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description
H0U	Jet Black, Premium cloth seat trim
RADIO	
Code	Description

URW	Audio system, 17.7" diagonal advanced color LCD display, (STD)
WHEEL TYPE	
Code	Description
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum, (STD)
GVWR	
Code	Description
C6C	GVWR, 7400 lbs. (3357 kg), (STD)

2026 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr LS

WINDOW STICKER

2026 Chevrolet Tahoe 2WD 4dr LS		
CODE	MODEL	MSRP
CC10706	2026 Chevrolet Tahoe 2WD 4dr LS	\$60,700.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
L84	Engine, 5.3L EcoTec3 V8, (STD)	\$0.00
MHS	Transmission, 10-speed automatic, (STD)	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
1LS	LS Preferred Equipment Group, includes standard equipment	\$0.00
QDF	Tires, 265/65R18SL all-season, blackwall, (STD)	\$0.00
GAZ	Summit White	\$0.00
A50	Seats, front bucket, (STD)	\$0.00
H0U	Jet Black, Premium cloth seat trim	\$0.00
URW	Audio system, 17.7" diagonal advanced color LCD display, (STD)	\$0.00
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum, (STD)	\$0.00
C6C	GVWR, 7400 lbs. (3357 kg), (STD)	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$60,700.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$2,795.00
TOTAL PRICE		\$63,495.00
Est City: 15 MPG Est Highway: 20 MPG Est Highway Cruising Range: 480.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Quote ID: 44078

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Standard Equipment

MECHANICAL

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)

EXTERIOR

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)

ENTERTAINMENT

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

INTERIOR

Seats, front bucket (STD)

SUSPENSION PKG

Suspension, Premium Smooth Ride

ADDITIONAL EQUIPMENT

Keyless start, push button

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Differential, mechanical limited-slip

Rear wheel drive

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
Battery, 730 cold-cranking amps with 80 amp hour rating
Alternator, 220 amps
Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
Trailer sway control
Hitch Guidance
Suspension, front coil-over-shock with stabilizer bar
Suspension, rear multi-link with coil springs
Steering, power
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Exhaust, single system, single-outlet
Mechanical Jack with tools
Wheel, full-size spare, 17" (43.2 cm) steel
Tire, spare P265/70R17 all-season, blackwall
Tire carrier, lockable outside spare, winch-type mounted under frame at rear
Active aero shutters, upper
Fascia, front
Luggage rack side rails, roof-mounted, bright
Assist steps, Black with chrome accent strip
IntelliBeam, automatic high beam on/off
Headlamps, LED
Tail lamps, LED
Mirrors, outside heated power-adjustable, manual-folding, body-color
Mirror caps, body-color
Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
Glass, acoustic, laminated
Glass, windshield shade band
Windshield, solar absorbing
Wipers, front intermittent, Rainsense
Wiper, rear intermittent with washer
Door handles, body-color
Liftgate, rear manual
Audio system feature, 6-speaker system
Bluetooth for phone personal cell phone connectivity to vehicle audio system
5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com

which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Wireless Apple CarPlay/Wireless Android Auto

Seat trim, cloth

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, driver 2-way power lumbar

Seat adjuster, front passenger 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual

Key card (Standard with (A50) front bucket seats only. Requires (UE1) OnStar.)

Console, floor with storage area and removable storage tray (Deleted when (AZ3) 40/20/40 split-bench front seats are ordered.)

Floor covering, color-keyed carpeting

Floor mats, color-keyed carpeted first and second row, removable (Deleted when LPO floor mats or LPO floor liners are ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, 3-spoke, wrapped

Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 11" diagonal multi-color digital display

Door locks, power programmable with lockout protection and delayed locking

Keyless Open includes extended range Remote Keyless Entry

Remote start

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Adaptive Cruise Control

Theft-deterrent system, electrical, unauthorized entry

USB ports, 2 type-A and C, charge and data located inside center console (Deleted when (AZ3) 40/20/40 split-bench front seat is ordered.)

USB ports, 2 type-A and C, charge and data, located on front console

USB ports, 2 type-C, charge-only, located in third row

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area (NOTE: When ordered with (9C1) Police Package or (5W4) Special Service Package, the location of the outlets will change from the rear of the center console to the rear of the center seat.)

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding
Assist handles, overhead, driver and front passenger, located in headliner
Assist handles, front passenger A-pillar and second row outboard B-pillar
Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
Cargo management system
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Front Pedestrian and Bicyclist Braking
Intersection Automatic Emergency Braking intersection alert, braking
Enhanced Automatic Emergency Braking
Reverse Automatic Braking
StabiliTrak, stability control system with brake assist, includes traction control
Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Deleted when (AZ3) front 40/20/40 split-bench seat is ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Hill Start Assist
Blind Zone Steering Assist (Replaced by (UKW) Blind Zone Steering Assist with Trailing when (NHT) Max Trailing Package is ordered.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
Enhanced Automatic Parking Assist
HD Surround Vision (Enables and includes Surround Vision Recorder.)
Rear Camera Washer
Rear Cross Traffic Braking
Rear Pedestrian Alert
Side Bicyclist Alert
Lane Keep Assist with Lane Departure Warning, enhanced
Forward Collision Alert
Safety Alert Seat
Rear Seat Reminder
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu
Door locks, rear child security, manual
LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it

prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

RESOLUTION NO. 2026-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER AUTHORIZING A BUDGET AMENDMENT IN THE AMOUNT OF \$75,000 AND APPROVAL OF PURCHASE FROM SANGER CHEVROLET FOR THE PURCHASE OF A NEW EMERGENCY VEHICLE AND RELATED EQUIPMENT

WHEREAS, the City of Sanger Annual Budget requires amendments to adjust the estimated revenues and appropriations to reflect the City's financial plan; and

WHEREAS, the Annual Budget contains the estimated revenues and appropriations necessary to implement the City Council's policies, goals and objectives; and

WHEREAS, just prior to the adoption of the FY 2026-27 Annual Budget, the unforeseen circumstances that the current command vehicle within the Fire Department had a catastrophic transmission failure and necessitated major repairs that make it non-conductive to emergency response; and

WHEREAS, the City Council of the City of Sanger does hereby find that it would be in the best interest of the City to revise the estimated revenues and appropriations; and

WHEREAS, budget amendment appropriating funds in the amount of \$75,000 is necessary to complete the purchase of a new vehicle and related emergency equipment for the Fire Department; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANGER DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby approves a budget amendment in the amount of Seventy-five Thousand Dollars (\$75,000) for the purchase of a new response vehicle and related emergency equipment.
2. The City Council finds the purchase of a vehicle is consistent with the "piggybacking" results through a government procurement order purchase and is consistent with the City's Purchasing Policy. The City Council authorizes the City Manager to enter into an agreement with Sanger Chevrolet/GMC in an amount not to exceed \$75,000 subject to approval as to legal form by the City Attorney.
3. This resolution shall take effect immediately upon its adoption.

I hereby certify that the foregoing was duly passed and adopted by the City Council of the City of Sanger, Fresno County, State of California, at its regular meeting thereof held on September 3, 2026 by the following vote:

AYES:	Council Members:
NOES:	Council Members:
ABSTAIN:	Council Members:
ABSENT:	Council Members:

ATTEST:

Lina Martinez, City Clerk