

**FRESNO COUNTY REGIONAL TRANSPORTATION
MITIGATION FEE AGENCY
AGENDA**

Date: October 28, 2010

Time: Immediately Following Council of Fresno County
Governments Policy Board Meeting

Place: COG Sequoia Room
2035 Tulare Street, Suite 201, Fresno, CA

<i>Item</i>	<i>Description</i>	<i>Enclosure</i>	<i>Action*</i>
I.	Minutes of September 30, 2010	Yes	Approve
II.	Cooperative Agreement Between the Transportation Authority and Fresno County Regional Transportation Mitigation Fee Agency	Yes	Adopt

The agreement establishes the partnership between the Authority and FCRTMFA, stipulates the division of responsibility for implementing the RTMF fee and extends the indemnity agreement to cover the Special Studies and Appeal process.

FCRTMFA

1. Designate the Fresno County Auditor Controller to act as Auditor Controller for the FCRTMFA to handle the cash accounts and auditor selection.
2. Make arrangements for staffing and establish a processing fee to cover collection cost. Collect the fee, deduct the processing fee and deposit all proceeds quarterly in the RTMF account. (The agency uses COG staff and the processing fee has been established @ \$25.00)
3. Assume responsibility for Appeals and Special Studies.
4. Provide the Authority an accounting of the fee proceeds and all permit activity.
5. Comply with applicable state and federal laws.

AUTHORITY

1. Allocate RTM fees consistent with the adopted Measure "C" Expenditure Plan.
2. Establish an RTMF account with the Auditor Controller with AUTHORITY Executive Director authorized to sign checks.
3. Ensure compliance by the parties with all applicable state and federal laws in holding, depositing, investing and disbursing the RTMF.
4. Maintain strict accounting to ensure the RTMF is spent in accordance with the Nexus and Mitigation Fee Act.
5. Periodically review the RTMF and make adjustments consistent with state law and applicable provisions of the Expenditure Plan.
6. Provide annual RTMF compliance audit. (May be included as part of Authority annual audit.)
7. Pay for the RTMF compliance audit.

Action: Adopt the attached Agreement for Allocation of Responsibilities for Implementation and Administration of the Regional Transportation Mitigation Fee Program.

III. Adoption of Appeals Process Resolution 2010-02

Yes

Accept

Resolution 2009-01 transferred the appeal process to the Transportation Authority. On October 20, 2010 the Authority is scheduled to authorize their Executive Director to write a letter requesting the FCRTMFA assume responsibility for appeals. Resolution 2010-02 transfers the appeals process back and adopts a procedure for hearing appeals as recommended by our consultant and reviewed by county counsel, the TTC and PAC.

The recommended language contains a provision requiring payment of the fee prior to filing the appeal. This is consistent with the Mitigation Fee Act and existing policies of the City of Fresno, County of Fresno, and City of Clovis. However, this topic was discussed at the September Board meeting regarding an anticipated appeal by Terry's House. However this is no longer an issue as Community Medical Center tendered the fee for Terry's House. Therefore the Board may decide this issue on the basis of how they want the requirement applied in the future. Two options are offered to Section 5 C. of the resolution. Option One maintains the payment in advance requirement. Option Two allows an appeal to proceed without payment up front.

Option One (recommended)

C. Initiating an Appeal. An Applicant wishing to file an appeal of Staff's determination to the Board, must pay the RTMF Staff has imposed and file a written notice of appeal within 10 calendar days of the date of Staff's written notification to Applicant of the RTMF to be imposed on the project via a copy of the Record of Payment. The written notice of appeal must set forth the reasons Applicant believes that the fee as calculated by Staff is not justified and the amount of fee the Applicant believes to be correct. This letter must be accompanied by a copy of the Record of Payment.

Option Two

C. Initiating an Appeal. An Applicant wishing to file an appeal of Staff's determination to the Board must file a written notice of appeal within 10 calendar days of the date of Staff's written notification to Applicant of the RTMF to be imposed on the project via a copy of the Record of Payment. The written notice of appeal must set forth the reasons they believe that the fee as calculated by Staff is not justified and the amount of fee the Applicant believes to be correct. This letter must be accompanied by a copy of the Record of Payment.

Action: Adopt Resolution 2010-02 setting forth the Appeals Process with the Option One language requiring payment of the fee prior to appeal.

IV. Community Medical Center Appeal (Terry's House)

Yes

Accept or Deny

Community Medical Center has paid the \$13,517.90 fee for Terry's House and submitted a letter requesting the Board waive the fee. A point of clarification is in order. The Terry's House appeal has been an issue since February, under going much discussion and correspondence at the various committees and the board. Staff will not reiterate the lengthy discussion here however staff has proceeded through the process under the impression Terry's House was a non profit formed through the Penstar Group, which is owned by Tom Richards who also owns the building where the COG offices are located. This is absolutely not the case. The Penstar Group has agreed to develop the project and has donated 100% of the development fee but as explained in a letter from Community Medical Center, all solicitations and donations for Terry's House have been administered through the Community Medical Foundation as they own and operate the facility. Any correspondence regarding this misunderstanding has been removed from the public domain. The staff position through out the process has been above board, consistent and impartial.

Another point of clarification regarding "The Determination of Uniqueness" finding referred to in the letter from Community Medical Center per Section 4B of the Appeal Resolution. Section 4 out lines provisions that allow a Technical Special Study to be performed for development types that are so unique they weren't addressed in the initial nexus study. The Study must be of sufficient quality to determine

traffic impacts and calculate an RTMF fee. No Technical Study of this nature was submitted with the appeal.

Action: Consider the Community Medical Center request to waive the \$13,517.90 fee for Terry's House.

V. OTHER BUSINESS

- A. Items from Staff
- B. Items from Members

VI. PRESENTATIONS

A. Public Presentations

This portion of the meeting is reserved for persons wishing to address the Board on items within its jurisdiction but not on this agenda. **Note: Prior to action by the Board on any item on this agenda, the public may comment on that item. Unscheduled comments may be limited to 3 minutes.**

***Items listed as information still leave the option for guidance/direction actions by the Committee.**

****All enclosures are available on our website at www.fresnocog.org – Committees and Agendas**

**AGREEMENT FOR ALLOCATION OF RESPONSIBILITIES
FOR IMPLEMENTATION AND ADMINISTRATION OF
THE REGIONAL TRANSPORTATION MITIGATION FEE PROGRAM**

This Agreement is entered into by and between the Fresno County Transportation Authority, (hereinafter "AUTHORITY"), a public agency organized under the provisions of California Public Utilities Code 142200 *et seq.*, and the Fresno County Regional Transportation Mitigation Fee Agency, (hereinafter "AGENCY"), a public agency organized pursuant to the Joint Exercise of Powers Act (Government Code Section 6500 *et seq.*)

RECITALS

WHEREAS, the Final 2006 Measure "C" Extension Expenditure Plan provides that the Regional Transportation requires new growth and development within the County and each of the cities to contribute toward the cost of regional street and highway projects through the establishment of a Regional Transportation Mitigation Fee ("RTMF"); and

WHEREAS, the AGENCY has implemented a Regional Transportation Mitigation Fee Program in Fresno County (hereinafter referred to as "RTMF Program") to fund projects in conjunction with the Measure "C" Extension component of the Regional Transportation Program; and

WHEREAS, the AUTHORITY was authorized by the voters in Fresno County to implement the RTMF Program in Fresno County as part of the Measure "C" Extension component of the Regional Transportation Program; and

WHEREAS, the Council of Fresno County Governments, (hereinafter "COG") a public agency organized pursuant to Government Code Section 6500, *et seq.* is the "regional transportation planning agency" for Fresno County, within the meaning of Public Utilities Code Section 142255; and

WHEREAS, the COG is the agency designated by Public Utilities Code Section 142255 to develop an expenditure plan for Measure C funds; and

WHEREAS, the COG retained the services of a consultant experienced in the development of such mitigation fees to conduct a Regional Transportation Mitigation Nexus Fee Study ("Nexus Study") to serve as the foundation for the subsequent adoption and implementation of the RTMF; and

WHEREAS, the parties hereto previously have accepted the Nexus Study as having been properly prepared pursuant to the Mitigation Fee Act (Government Code Section 66000, *et seq.*), and said Nexus Study was adopted by AGENCY's Board by Resolution No. 2009-01, effective January 1, 2010; and

WHEREAS, this Agreement is entered into by the parties in order to allocate the respective parties' duties with respect to the implementation and administration of the RTMF Program, consistent with the provisions of Paragraphs 3.4.5 and 4.3 of the Joint Powers Agreement by which AGENCY was created.

NOW THEREFORE, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

Article I: DEFINITIONS

For purposes of this Agreement, the following words, terms and phrases shall have the following meanings:

A. **"AGENCY"** means the Fresno County Regional Transportation Mitigation Fee Agency.

B. **"AUTHORITY"** means the Fresno County Transportation Authority.

C. **"Agency Staff"** means the staff performing the administrative responsibilities on AGENCY's behalf as necessary or appropriate for proper performance of AGENCY's duties relating to the RTMF Program, as established by this Agreement.

D. **"Account"** means that certain account to be established by the parties hereto with the Fresno County Auditor/Controller/Treasurer-Tax Collector and entitled "Fresno County Regional Mitigation Fee," pursuant to which the AUTHORITY's Executive Director will be expressly authorized to sign warrants, withdrawals, or transfers from said Account, as more thoroughly provided in Article III herein below

E. **"Special Study"** means a technical analysis carried out for the purpose of establishing an appropriate RTMF level for a specific project.

F. **"Appeal"** means a request that the amount of RTMF owed by an Applicant for a specific project be other than the amount that would be owed if the RTMF was applied following its usual procedures.

G. **"Applicant"** means the developer of a project subject to the RTMF as generally applied.

Article II: ALLOCATION OF RESPONSIBILITIES

A. AGENCY's Responsibilities

It shall be the responsibility of the AGENCY to perform, or take appropriate action to provide for the proper performance, of each of the following functions relating to the implementation and administration of the RTMF Program:

1. Make arrangements, by separate agreement or such other action as Agency may deem appropriate, to designate the Auditor/Controller/Treasurer-Tax Collector of Fresno County to serve as the Treasurer/Controller (hereinafter AUDITOR/CONTROLLER) for the AGENCY, whose duties are contemplated to include, without limitation, performance of the following functions:

(a) Act as Treasurer and Controller for the AGENCY, have custody of the AGENCY's money, maintain investments, receive deposits and disburse AGENCY's money in accordance with all applicable provisions of law, the Joint Powers Agreement by which AGENCY was established, the provisions of this Agreement, and

such procedures as may be established by either party's respective governing Board in connection with the proper conduct and management of the RTMF Program's finances.

(b) Select an independent certified public accountant or firm of certified public accountants to conduct the annual audit of the accounts and records of AGENCY, the cost of which is to be paid for by AUTHORITY.

2. Make arrangements, by separate agreement or such other action as AGENCY may deem appropriate, to provide necessary AGENCY staffing for satisfactory performance of the AGENCY's responsibilities relating to the RTMF Program, including without limitation all duties specifically listed in this Section II.A. of this Agreement, and which is specifically contemplated to include without limitation each of the following.

(a) AGENCY shall establish a processing fee to cover the cost of the staffing and administrative duties to be provided by Agency Staff, as necessary or appropriate to assist in the proper performance of the AGENCY's duties relating to the RTMF Program, as established by this Agreement;

(b) Agency Staff shall collect the RTMF, together with the processing fee, in accordance with any and all applicable provisions of law and such adopted policies and administrative guidance as may be provided by the AGENCY.

(c) Agency Staff shall deduct the processing fee established above and deposit all RTMF fees in Account, on a quarterly basis, not to exceed ninety (90) days following collection thereof.

3. As requested by AUTHORITY, the AGENCY shall assume responsibility for the consideration and administrative determination and/or disposition of all Appeals and all requests for a Special Study, submitted by an Applicant regarding the applicability or amount of the RTMF proposed for imposition on a development project. Accordingly, AGENCY shall take action, whether by adoption of an appropriate Resolution or otherwise, to:

(a) Acknowledge AGENCY's assumption of full responsibility for the handling of all Appeals and all requests for a Special Study; and

(b) Establish procedures as deemed appropriate by AGENCY and consistent with all applicable legal requirements, to govern AGENCY's handling of all Appeals and all requests for a Special Study.

4. Agency Staff shall provide to AUTHORITY an accounting of the fees collected, and a data base containing the complete transactional detail of each RTMF permit issued.

5. In performance of its obligations hereunder, AGENCY shall comply with all applicable state and federal laws, including without limitation the Mitigation Fee Act.

B. AUTHORITY's Responsibilities

It shall be the responsibility of the AUTHORITY to perform, or take appropriate action to provide for the proper performance, of each of the following functions relating to the implementation and administration of the RTMF Program:

1. AUTHORITY, consistent with state law governing impact mitigation fees (including the above-referenced Mitigation Fee Act), as well as the adopted Measure "C" Expenditure Plan and the provisions of this Agreement, shall have the authority and flexibility to allocate the RTMF based upon regional priority needs within the County, as

defined by the Regional Transportation Program component of the final 2006 Measure "C" Extension Expenditure Plan (hereinafter "Expenditure Plan").

2. AUTHORITY shall establish an account entitled "Fresno County Regional Mitigation Fee" (hereinafter referred to as ACCOUNT) with the Fresno County Auditor/Controller/Treasurer-Tax Collector. The AUTHORITY's Executive Director will be authorized to sign warrants, withdrawals, or transfers from ACCOUNT.

3. AUTHORITY shall take all appropriate actions in an effort to ensure compliance by the parties hereto with all applicable state and federal laws, including the Mitigation Fee Act, and the due process clauses of the state and federal constitutions, in holding, depositing, investing, spending, disbursing and accounting for the RTMF revenues, and in issuing credits and reimbursements to developers.

4. AUTHORITY shall maintain strict accounting procedures to ensure the proceeds of the RTMF are expended in accordance with the Nexus Study, and in accordance with all applicable provisions of the Mitigation Fee Act (Government Code Section 66000 *et seq.*)

5. AUTHORITY shall periodically review the RTMF and recommend that AGENCY make adjustments consistent with state law and applicable provisions of the Expenditure Plan, as necessary to ensure the RTMF nexus, as delineated in the Nexus Study, remains valid.

6. AUTHORITY shall provide an annual financial compliance audit on RTMF activities to the RTMF Agency. Said audit may be combined with the annual AUTHORITY audit required by Public Utilities Code Section 142105.

7. AUTHORITY shall be responsible for payment of AGENCY's costs for performance of the audit referenced in Subparagraph II.A.1(b) of this Agreement.

Article III: INDEMNIFICATION

A. It is hereby expressly acknowledged and agreed by the AUTHORITY that the terms and provisions of the Indemnification Agreement executed between the parties hereto effective on January 1, 2010 (a true and correct copy of which is attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth herein), and the scope and extent of the indemnification obligation provided for therein, shall be applicable, and is hereby reiterated and reaffirmed by AUTHORITY, with respect to AGENCY's performance of AGENCY's obligations under this Agreement, including without limitation AGENCY's performance of its assumed obligation to handle all Appeals and all requests for a Special Study as referenced in Paragraph II.A.3 herein above.

B. As specifically stated in Paragraph 1 of said Indemnification Agreement, Exhibit "A" hereto, the scope of the AUTHORITY's indemnification obligation thereunder may be summarized, as relevant herein, as including AUTHORITY's agreement to save, indemnify, hold harmless and (at AGENCY's request) defend AGENCY from damages (including an award of attorney's fees) incurred by AGENCY resulting from any challenge to AGENCY action in adopting, imposing or administering the RTMF in

substantial conformity with the Resolution referenced therein, excepting from such indemnification obligation only such damages as are attributable to the sole negligence or willful misconduct of the AGENCY.

Article IV: MODIFICATION

This Agreement and all of the covenants and conditions set forth herein may be modified or amended only by a writing executed by the duly authorized representatives of both AUTHORITY and AGENCY.

Article V: TERMINATION

This Agreement may be terminated upon 360 days written notice from one party to the other..

Article VI: ENFORCEMENT

AUTHORITY and AGENCY each acknowledge that this Agreement cannot bind or limit either party in the proper exercise of its respective discretion and authority. However, each party hereto represents its intention to perform its obligations hereunder consistent with the purpose and intent of this Agreement and in accordance with such party's legal responsibilities.

Article VII: SEVERABILITY

This Agreement shall become effective on the date it is approved and executed by the AGENCY, following execution hereof by the AUTHORITY; and it is hereby further agreed that, should any portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, then this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are hereby declared to be severable.

Article VIII: CONSTRUCTION OF AGREEMENT

The parties hereby acknowledge that they and their respective legal counsel have cooperated in the drafting and preparation of this Agreement, for which reason this Agreement shall not be construed against either party as the drafter of the Agreement.

Article IX: GOVERNING LAW:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Article X: INTEGRATION

With respect to the subject matter hereof, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, understandings and agreements of any nature whatsoever between AUTHORITY and AGENCY, except as otherwise expressly provided herein.

Article XI: PARTIES' AUTHORITY TO EXECUTE AGREEMENT

This Agreement has been approved by the governing body of each party at a meeting duly called and lawfully conducted by the governing body of such party. The person executing this Agreement for such party has been duly authorized by the governing body of that party to execute this Agreement on its behalf and to bind that party to the terms and conditions of this Agreement.

Article XII: COUNTERPARTS

This Agreement may be executed in one or more counterparts (including copies sent to party by facsimile transmission), each of which when signed shall be deemed an original, but all of which together shall constitute one and the same instrument.

[illegible]

IN WITNESS WHEREOF, the AUTHORITY and the AGENCY hereby execute
this Agreement.

FRESNO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Harry Armstrong, Chairman

REVIEWED AND RECOMMENDED
FOR APPROVAL

By: _____
Ron Peterson, Executive Director

APPROVED AS TO LEGAL FORM
KEVIN B. BRIGGS,
COUNTY COUNSEL

By: _____
Michael E. Rowe
Senior Deputy County Counsel

FRESNO COUNTY REGIONAL
TRANSPORTATION MITIGATION
FEE AGENCY

By: _____
Trinidad Rodriguez, Chairman

REVIEWED AND RECOMMENDED
FOR APPROVAL

By: _____
Tony Boren, Executive Director

APPROVED AS TO LEGAL FORM
KEVIN B. BRIGGS,
COUNTY COUNSEL

By: _____
Janelle E. Kelley
Assistant County Counsel

RESOLUTION NO. 2010-02

A RESOLUTION OF
THE FRESNO COUNTY REGIONAL TRANSPORTATION MITIGATION FEE AGENCY
ESTABLISHING PROCEDURES FOR SPECIAL STUDIES AND APPEALS FOR THE REGIONAL
TRANSPORTATION MITIGATION FEE PROGRAM

The Board of Directors of the Fresno County Regional Transportation Mitigation Fee Agency (the "Board") ordain as follows:

Section 1: Title

This Resolution shall be known as the "Fresno County Regional Transportation Mitigation Fee Special Studies and Appeals Resolution of 2010" (the "Resolution").

Section 2: Findings

A. This Resolution establishes procedures for special studies as directed by the "Fresno County Transportation, Safety, Road Repair Measure" approved by the voters of Fresno County on November 7, 2006 (the "Measure 'C' Extension").

B. The Board finds the intent of the voters of Fresno County to be that the applicability of special studies under the Measure "C" Extension are limited to developments of a type so uncommon that the land use categories named in Measure "C" Extension cannot reasonably be applied.

C. The Board finds that from time to time there may be cases where the Regional Transportation Mitigation Fee (the "RTMF") as generally applied would produce a result contrary to state law or the intent of the voters of Fresno County in their approval of Measure "C" Extension, and there is therefore a need to establish a procedure for appealing the applicability or amount of the RTMF for specific developments.

D. The Board finds that Resolution No. 2009-01, enacted by the Board to establish the RTMF as directed by the Measure "C" Extension (the "RTMF Resolution"), did not specifically address procedures for special studies.

E. The Board finds that Resolution No. 2009-01, enacted by the Board to establish the RTMF as directed by the Measure "C" Extension (the "RTMF Resolution"), directed appeals of the RTMF to the Fresno County Transportation Authority. The Authority has since indicated that it would prefer the Agency to handle appeals instead.

F. By notice duly given and published, the Board set the time and place for a public hearing on the proposed Procedures for Special Studies and Appeals, and at least ten days prior to the hearing, the Agency made the proposed Procedures for Special Studies and Appeals available to the public.

G. At the time and place set for the hearing, the Board duly considered that data and information provided by the public relative to the proposed Procedures for Special Studies and Appeals and all other comments, whether written or oral, submitted prior to the conclusion of the hearing.

H. The Board finds the proposed Procedures for Special Studies and Appeals a fair and reasonable method for dealing with unusual cases regarding the RTMF.

I. The Board hereby adopts the proposed Procedures for Special Studies and Appeals.

Section 3: Definitions

For the purpose of this Resolution, the following words, terms and phrases shall have the following meanings:

- A. **“Agency”** means the Fresno County Regional Transportation Mitigation Fee Agency.
- B. **“Special Study”** means a technical analysis carried out for the purpose of establishing an appropriate RTMF level for a specific project.
- C. **“Appeal”** means a request that the amount of RTMF owed by an applicant for a specific project be other than the amount that would be owed if the RTMF was applied following its usual procedures.
- D. **“Applicant”** means the developer of a project subject to the RTMF as generally applied.
- E. **“Executive Director”** means the Executive Director of the Agency.
- F. **“Staff”** means the staff of the Agency.
- G. **“Board”** means the Board of Directors of the Agency.
- H. **“Record of Payment”** means the document used to calculate and record the RTMF amount for a specific project, a copy of which is included in the Fresno Regional Transportation Mitigation Fee Administration Manual.

Section 4: Procedures for Special Studies

A. **Requesting a Special Study.** An Applicant wishing to initiate a Special Study may do so by submitting a written request to the Agency to be considered for a Special Study. The written request will be submitted to the Agency as early in the process as possible, but in no event later than when the Applicant submits the Record of Payment to the Agency for completion. The Applicant shall include in the request the reasons they believe that their project is unique and that the RTMF as generally applied would produce a result contrary to state law or the intent of the voters of Fresno County in their approval of Measure “C” Extension.

B. **Determination of Uniqueness.** Upon receipt of a written request from an Applicant, the Executive Director shall determine whether a project is sufficiently unique to warrant special consideration. A project will be considered sufficiently unique only if it is a type that has never or very rarely been implemented in Fresno County prior to the election of November 2006. Any development of a type that was commonly known in Fresno County in 2006 is deemed to have been taken into account by the electorate when they voted in favor of land use categories incorporated into Measure “C” Extension. The Executive Director shall send a written response to the applicant stating their determination that the project does or does not meet this standard. Sample letters are attached to this memorandum. Applicant must file a written appeal with the Agency, if any, challenging the Executive Director’s decision that the project is not sufficiently unique to warrant special consideration, within 10 calendar days of the date of the Executive Director’s written notification of his decision that a Special Study is not warranted. The procedures applicable to such written appeal are set forth in Section 5 of this Resolution.

C. **Types of Special Studies.** If the Executive Director finds that a Special Study is warranted then, in consultation with the Applicant, the Executive Director selects one of three permissible types of Special Study:

- i. An existing study that, in the opinion of the Executive Director, is sufficiently relevant and of a sufficiently high technical quality to serve as the basis for determining the traffic impacts of the project. The JPA staff will use the information in the study to compute the fee.
- ii. Staff may perform a traffic study in-house using the Fresno COG travel demand model and other analytical tools available to Staff.
- iii. The Agency may contract with another entity, public or private, to perform a traffic study. In such a case the Agency must ensure that the analysis is sufficiently relevant and of a sufficiently high technical quality to serve as the basis for determining the traffic impacts of the project.

D. **Costs of Special Studies.** Having selected the study type, Staff shall make arrangements for the Applicant to cover the cost of the Special Study. The arrangement could be, for example, a contract with a consulting company to carry out the work using funds provided by the Applicant.

E. **Approval of Fee to be Applied.** Once the Special Study is completed Staff shall then submit the results of the study to the Executive Director for approval. Upon receiving approval of the project-specific fee, Staff shall then notify the Applicant and carry out the same procedures to implement the fee as it would with any other project, excepting only that the amount to be collected shall be that determined by the Special Study.

Section 5: Procedures for Appeals

A. **Supersedes Previous Process.** The procedures herein supersede and replace the procedure established in Resolution 2009-01 Section 6.D.

B. **Grounds For Appeal.** An Applicant may appeal the following matters to the Board: (1) Executive Director's decision that the project is not sufficiently unique to justify a Special Study; (2) application of the fee; (3) application of credits; (4) application of reimbursement; and (5) application of exemption.

C. **Initiating an Appeal.** An Applicant wishing to file an appeal of Staff's determination to the Board must pay in full the RTMF Staff has imposed and file a written notice of appeal within 10 calendar days of the date of Staff's written notification to Applicant of the RTMF to be imposed on the project via a copy of the Record of Payment. The written notice of appeal must set forth the reasons Applicant believes that the fee as calculated by Staff is not justified and the amount of fee the Applicant believes to be correct. This letter must be accompanied by a copy of the Record of Payment.

D. **Supporting Documentation.** The Applicant may submit additional documentation to support their appeal. If the Applicant chooses to submit the supporting documentation then they must submit, at their own expense, twenty-two copies of each document they want considered by the Agency. These copies are for the use of the Agency and will not be returned to the applicant. Appropriate supporting documentation may include, but is not limited to, any or all of the following:

- i. If the Appeal is based on some document other than the Record of Payment, such as a document issued by a local jurisdiction indicating the starting date of vesting rights or a document showing earlier payments for which the Applicant wants credit, then copies of this document must be included or it will not be considered.
- ii. If the Appeal is based on a technical issue related to traffic or trip generation then the Applicant must submit a technical analysis for consideration by the Board. The Applicant is responsible for the cost of this analysis.

- iii. If the Appeal is based on policy considerations the Applicant may elect to provide letters of support from persons or organizations whose views may be of interest to the Board.

E. **Board Action.** The Board shall act on Appeals within 3 regular meetings of the Agency's receipt of the written appeal. Based on its consideration of the Appeal, the Board may choose to set the RTMF for the Applicant's project at the amount stated in the Appeal, the amount recommended by Staff based on the RTMF as generally applied, or some other amount deemed appropriate based on the information presented to the Board.

Section 6: Imposition of Fee For Purposes of Government Code Section 66020 et seq.

A. For purposes of filing a protest and legal challenge to the fee under Government Code section 66020 et seq., the RTMF will be deemed to have been imposed on the date the Board takes action on an Appeal. If no timely Appeal is filed, the RTMF will be deemed to have been imposed on the date of Staff's written notification to Applicant of the RTMF to be imposed on the project via a copy of the Record of Payment or on the date of the Executive Director's written notification of his decision that a Special Study is not warranted, whichever is applicable.

Section 7: Severability

If any one or more of the terms, provisions or sections of this Resolution shall to any extent be judged invalid, unenforceable and/or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions and sections of this Resolution shall not be affected thereby and shall be valid and enforceable.

Section 8: Effective Date

This Resolution shall become effective as of November 1, 2010.

By: _____

Chairman, Board of Directors

ATTEST:

Secretary to the Board

By: _____



October 20, 2010

Mr. Tony Boren, Executive Director
Council of Fresno County Governments
2035 Tulare Street, Suite 201
Fresno, CA 93721

RE: Regional Transportation
Mitigation Fee (RTMF)
Exemption – Community
Medical Center's Terry's House
Project

Dear Mr. Boren,

This letter is being forwarded to you as a follow-up to previous conversations you have had concerning Community Medical Center's Terry's House project, as well as to clarify some inaccuracies noted in the "Questions and Answers" section of the Council of Fresno County Governments (COG) Regional Transportation Mitigation Fee Administrative Manual. As discussed, Community Regional Medical Center has embarked on what was once a dream, but is now becoming a reality – to build a home away from home that will provide family members and loved ones of critically injured or sick patients a safe and secure place to stay while their loved ones experience the long road to recovery.

To that end, Community Medical Center's fundraising arm, the Community Medical Foundation which was originally formed by Fresno Community Hospital and now falls under Community Medical Center's corporate administration, approached Mr. Tom Richards in 2008 to solicit a possible donation to fill a need at Community Regional Medical Center for a yet to be named project. The project would be a hospitality house similar to what is commonly referred to as Ronald McDonald House. The Foundation representative explained to Mr. Richards that Community Regional Medical Center has a currently unserved and growing need for temporary housing and that Fresno Community Hospital & Medical Center owns a piece of ground at 2728 Fresno Street (APN #466-066-08), immediately across the street from Community Regional Medical Center. The thought was that since this location is within walking distance of Community Regional Medical Center it would be a perfect place to construct the proposed hospitality house project to serve this need. Upon hearing this, and relating this need to a tragic situation that his family endured when he was young, Mr. Richards not only agreed to contribute a lead gift to the project,

P.O. Box 1232, Fresno, California 93715-1232 • www.communitymedical.org

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Mr. Tony Boren

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but also agreed to be the project's title sponsor. His company, The Penstar Group, agreed to develop the project and has donated 100% of the development fee to Community Medical Center.

It should be noted that, contrary to what is referenced in the questions and answers section of COG's RTMF fee Administrative Manual, at no point was Mr. Richards or his company The Penstar Group ever involved in the formation of any non-profit to benefit Terry's House. In fact, a separate non-profit has yet to be formed for Terry's House and all solicitations and donations for this project have been administered through the Community Medical Foundation. This inaccuracy should be corrected in the RTMF fee Administrative Manual which is a published document.

Upon completion, Terry's House will be a 17,000 square foot, 21-room, two-story home within walking distance of the main entrance of Community Regional Medical Center. Terry's House is named after Tom's brother, Terry Richards, who experienced and survived a serious trauma at age five when he was injured in a car accident. For nearly five months Tom's mother traveled almost 80 miles a day to see her son while he was recovering. Tom Richards' motivation in this project is to alleviate some of the stress that families like his experience during difficult times. Terry's House is owned and will be operated by Community Medical Centers, and will be sustained through proceeds received from donations and contributions generated by the Community Regional Medical Foundation.

Community Regional Medical Center is home to the Leon S. Peters Burn Center and the only Level 1 Trauma Center between Los Angeles and Sacramento. Serving a 15,000 square mile service area, many families and loved ones of patients are forced to travel great distances on a daily basis from surrounding communities like Sanger, Selma, Reedley, Parlier, Hanford, and Kings, Kern, Madera, and Merced Counties to visit patients during recovery. These daily vehicular trips, many generated from great distances outside of the Fresno metro area, currently impact both traffic congestion on our Valley roadways and also the Valley's air quality. Terry's House will greatly relieve this problem by allowing family members and loved ones to stay here in Fresno instead of having to travel back and forth to Community Regional Medical Center each day and night while the patient recovers.

As you are aware, we have been working diligently with you and your staff over the past nine (9) months in an effort to have the Regional Transportation Mitigation Fee (RTMF) waived for the Terry's House project due to the fact that the project will not create additional daily vehicular trips, but will in fact reduce them. Initially we were told the waiver process would take approximately three to four months to complete. It has now been nine months from when our request, through our developer, to waive the RTMF fee was first initiated and we are concerned that this issue may not be resolved by our

Page 3

Mr. Tony Boren

October 20, 2010

occupancy date, which is scheduled for November, 2010.

We now understand that COG staff is not in support of waiving the RTMF fee for Terry's House because it is concerned that if the waiver is upheld for Terry's House, other non-profits may request the same consideration. We respectfully disagree with staff's position and would like COG to consider a fee waiver for Terry's House based upon Appendix D, Section 4B of FCTA Resolution No. 2010-01, which speaks to waiving the RTMF fee based upon a "Determination of Uniqueness". We believe Terry's House qualifies under the Determination of Uniqueness because not only is a project like Terry's House very rarely implemented, but it is completely unique to other non-profit projects based upon the fact that it will reduce the amount of daily vehicular trips on Valley roads thus improving air quality. Further, the Terry's House project offers an affordability component because its residents will be able to stay at the facility for no cost. CMC's only request would be that, if able, residents make a donation of any size that will go toward the long-term sustainability of Terry's House. The Terry's House project truly provides a unique opportunity while serving the overall greater good of the Community.

Community Medical Center's request for waiver of the RTMF fee for its Terry's House project is in the interests of all who reside in Fresno County. In an effort to correct the inaccuracies referenced in COG's RTMF Fee Administrative Manual, we request that this letter and its attachments be made part of the public record and that a copy of this be distributed to COG's Board of Director's in preparation for the October 28th hearing.

We at Community Medical Centers are hopeful that your Board of Directors, on behalf of all of the residents in Fresno County, support this request for waiver. Should you disagree, please find enclosed our check for payment of the RTMF fee in the amount of ~~\$17,814.00.~~ 

~~\$17,814.00.~~
\$13,517.90.

Very truly yours,



Mr. Robert Ward

Senior Vice President, Chief
Legal Officer

Cc: Board Members, Community Medical Center
Mr. Thomas G. Richards, The Penstar Group

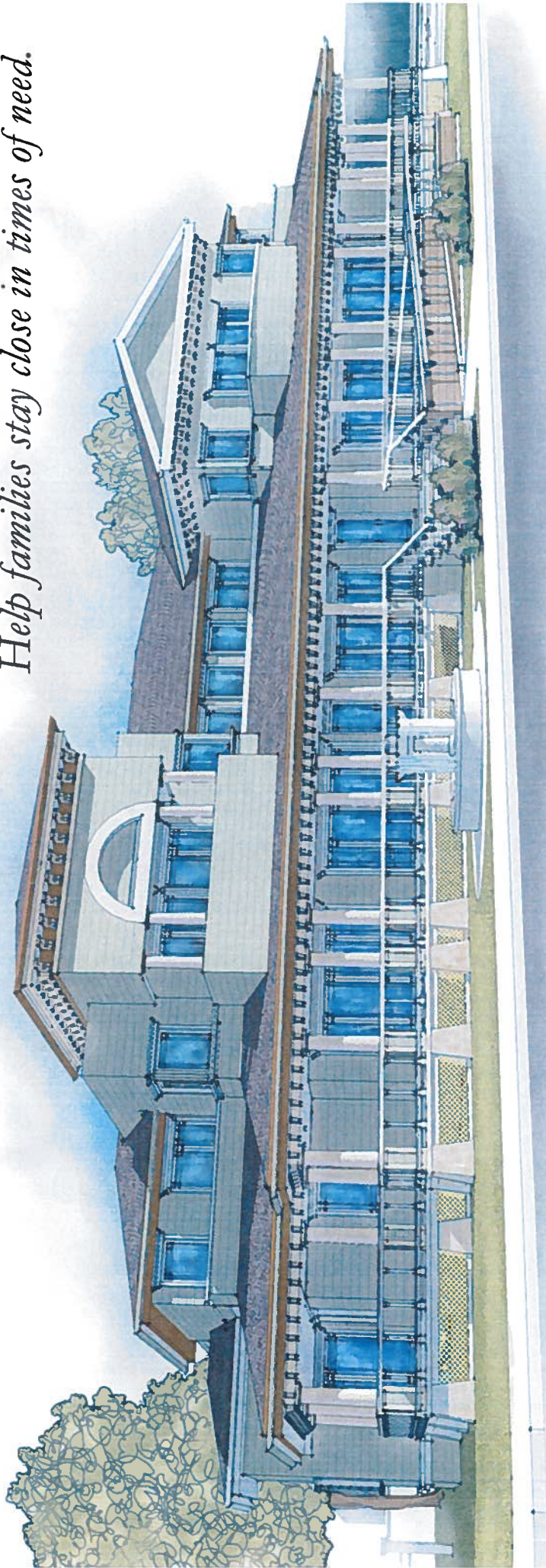
Enclosures



TERRY'S HOUSE

Community Regional Medical Center

Help families stay close in times of need.



TerrysHouseFresno.com

559.459.2648

888.538.8088



September 30, 2010

To Whom It May Concern:

Community Regional Medical Center (CRMC) is home to the only Level 1 Trauma Center and Burn Center between Sacramento and Los Angeles. It also is the place most high risk moms in the central valley come to deliver their babies. In April, 2007 Community Medical Centers merged two facilities and opened their new Trauma Critical Care Building at CRMC. This building contains a sixty-five bed emergency department, eight operating suites, two critical care units and a burn unit. The emergency department sees over 90,000 patients/year with an admit rate at about 22%.

Approximately 2800 trauma patients are admitted to CRMC each year. These patients are admitted to the appropriate area within the hospital based upon their acuity. Approximately 30% of our trauma patients are critically injured and require an admission to the intensive care unit. These patients often are hospitalized for several days to several weeks and may require further care at the Leon S Peters Rehabilitation Center, located at Community Regional Medical Center. Approximately 34% of our trauma patients (over 900 patients per year) come from outside Fresno County. These patients arrive to CRMC directly from the scene or are transferred from other hospitals for a higher level of care. On an average, these patients tend to have more serious injuries than the patients brought to CRMC from within Fresno County. Therefore they have longer lengths of stay.

The Burn unit admits approximately 180 burn patients and cares for over 600 burn patients on an outpatient basis per year. These admitted patients often have long lengths of stay with daily treatments on an outpatient basis once they are discharged.

The percentage of uninsured in the five county Central Valley region is also among the highest in the country, and this holds true in our trauma and burn patient population. In 2007, approximately 65% of our trauma patients were under-insured or uninsured. This creates unique challenges for the families when they require a place to stay to be close by their loved ones. Historically many of our families have slept in our waiting rooms to remain close by.

Along with our busy trauma and burn patient volume, Community Regional Medical Center is in the process of opening a 65 bed Level 3 neonatal ICU. It is anticipated that many of these babies will be from outside Fresno County. Their parents will need a place to stay to participate in the care of their newborn.

Terry's House is located on the Community Regional Medical Center's campus to ensure the families feel safe leaving their family member and getting a little rest. Previously we would walk the halls of our hospital to see family members sleeping on the visiting room couches, on chairs in the hospital rooms, or even on a gurney in the hallway. Many stayed in hotels or motels at a very high cost to them and felt uneasy leaving the hospital because they might not be able to make it back quickly in an emergency. The Terry's House will not only give them the a sense of security in such a tragic time, but also the ability to reach the front door of the hospital in a matter of minutes.

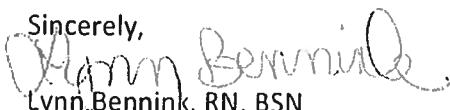
Many of the patients are uninsured or under-insured and the cost they will be facing can be immense. The Terry's House rooms are priced based on the families ability to pay and in some cases will be at no charge. Terry's House not only saves them on lodging expenses, but also travel expenses. They are not even required to have a car while here because they are in walking distance of everything they need. They all need a low cost, comfortable place to rest their head and get some privacy in such a tough time away from home.

As our economy continues to deteriorate and our trauma, burn and neonatal ICU volumes continue to rise there is an increasing need for low cost housing for the families of our patients at CRMC. Research has shown that patients do better when family and loved ones are close by and involved in their care. Therefore, a home such as Terry's House would provide these families with a safe, low-cost to no-cost place to stay that is close to the hospital and their loved one.

Terry's House has already brought our community together because so many individuals and businesses have contributed funds and services to help in the construction of Terry's House. I feel there will be a sense of pride and success not only for the hospital but the community when this project is completed. Community Regional Medical Center will not only offer a high level of care for our patients, but for their families as well.

Please feel free to contact me at 559-459-4343 if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Lynn Bennink". The signature is fluid and cursive, with the first name "Lynn" and last name "Bennink" clearly distinguishable.

Lynn Bennink, RN, BSN

Director, Trauma Program and Terry's House



INFORMATION Sheet **TERRY'S HOUSE**

Background

Community Regional Medical Center is home to the Table Mountain Rancheria Trauma Center, the only Level I trauma center between Los Angeles and Sacramento, and the Leon S. Peters Burn Center, the only comprehensive regional burn center in central California. Community Regional is one of the busiest birthing centers in California with a highest Level III neonatal intensive care unit and the region's only program for high-risk pregnancies and deliveries. Other critical care services include the world's first "Generation 4" CyberKnife® and a neurosurgery program with leading-edge technology giving doctors increased accuracy in complicated surgical procedures. With 626 licensed beds, Community Regional offers vital medical services that save lives 24 hours a day, seven days a week.

The Need

Community Regional treats patients coming from a 15,000 square-mile-region spanning 9 counties and the most critically ill and injured often are hospitalized for long periods of time. During a long recovery, family and friends play an important role in the patient's healing process. All too often, the distance creates obstacles for the loving family support that patients need. With nowhere to stay, patients' family and friends are often found sleeping in waiting areas, patient rooms or in their vehicles. As Community's volume of patients continues to increase, so does the need for an alternative means of housing accommodation.

The Vision

Terry's House will offer convenient lodging for families while their loved ones receive critical care—just one more way Community strives for the highest quality continuum of care. Terry's House will be available for families to have a meal, shower, sleep, and, in-turn, help stay strong for their loved one in the hospital. Made possible by Tom Richards, CEO of the Penstar Group, Terry's House was named after his brother Terry Richards, who experienced a serious trauma at age 5 when he was seriously injured in a car accident. For months, his mother traveled almost 80 miles a day to see her son while he was recovering. Tom Richards' motivation is to alleviate some of the stress that families like his experienced in difficult times.

The proposed facility will be a 17,000-square-foot, two-story home within walking distance of the main entrance of Community Regional, on the corner of Fresno and R streets.

Terry's House will feature two stairways and an elevator to provide convenience and cater to varying abilities, with wide corridors and ample windows to offer an open, comforting and healing environment. Construction began on Terry's House in January 2010 and is expected to be complete in late fall of 2010.

Terry's House will include:

- 20 guest rooms with private baths and in-house refrigerators
- Accommodation for six guests with the potential for eight guests in some rooms
- Adjoining guest rooms that can be combined into one larger suite
- Ample activity, lounge and sitting areas for relaxation
- Guest kitchen
- Guest dining area
- Large gathering area
- Family resource center
- Children's activity room
- Exercise room
- Guest laundry facility
- Reflection room
- Outdoor healing garden

Estimated Cost/Funding

The construction and maintenance of Terry's House is entirely dependent upon private gifts and contributions. The project's financing began with generous gifts from Tom Richards and Bank of America. A large number of in-kind contributions consisting of materials and labor from local vendors and contractors have been gifted and also will be utilized throughout the project's construction phase.

Construction of Terry's House is expected to be nearly five million dollars at completion. Community Medical Foundation has successfully raised the funds needed to begin construction of the home and is seeking additional funds to complete, sustain and furnish the project.

Once built, the estimated annual overhead costs will be more than \$300,000 a year. Guests of Terry's House will have the option to voluntarily contribute \$40 a night to stay at the home. The facility will have its own dedicated staff with support from hospital plant services, security, etc. However, to keep operational costs low, the number of employees will be minimal and volunteers will perform many of the daily duties in the home.

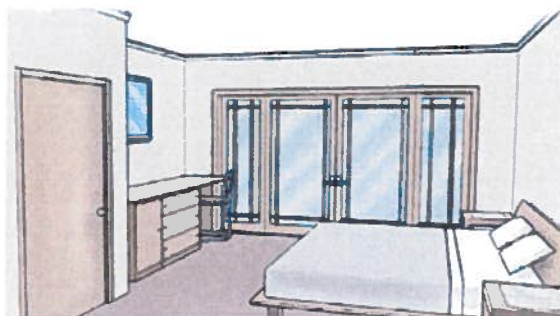
History

Community Medical Centers' rich history spans more than a century of commitment to the Central Valley and its residents, from its modest beginning in 1897 to its recent completion of an academic regional medical center in downtown Fresno. For more than 100 years, Community has provided health care services to the residents of California's culturally diverse Valley.

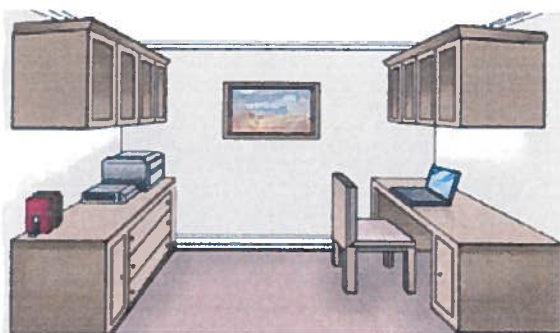
COMMUNITY



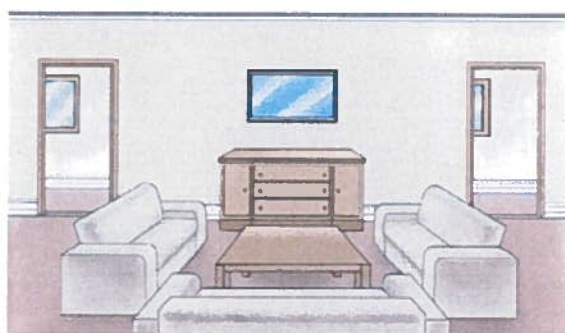
Terry's House



Master Bedroom



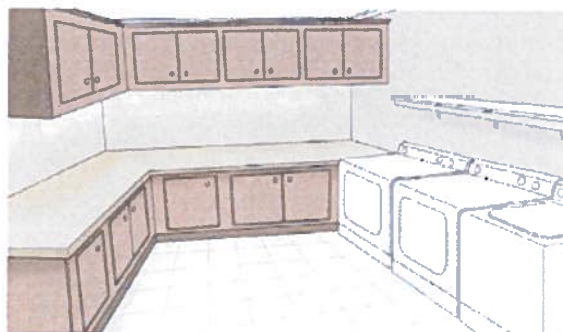
Family Resource Center



Living Area



Kitchen/Dining Area



Laundry Room

NAMING OPPORTUNITIES

AS OF 5-5-10

SURVIVOR HOME ENDOWMENT	\$ 10 MILLION	ELEVATOR LOBBY	\$ 25,000
* BENEFACTOR	\$ 2 MILLION	CORRIDOR - GARDEN LEVEL	\$ 25,000
MAIN LIVING FLOOR - GARDEN LEVEL	\$ 1 MILLION - <i>Reserved</i>	CORRIDOR - VISTA LEVEL	\$ 25,000
MAIN LIVING FLOOR - VISTA LEVEL	\$ 1 MILLION	FLAT SCREEN TELEVISIONS	\$ 25,000 - <i>Reserved</i>
CHAPEL	\$ 750,000 - <i>Reserved</i>	FIREPLACE	\$ 15,000 - <i>Reserved</i>
* BUILDING PARTNERS	\$ 500,000	* SUN PORCHES (8 OF 10 AVAILABLE)	\$ 15,000 - <i>Reserved</i>
* NIGHT STAY ENDOWMENT (FAMILY ASSISTANT - 1 FAMILY/YR.)	\$ 300,000	WHEELCHAIR ACCESSIBILITY RAMP	\$ 15,000
GREAT ROOM - COMMON AREA	\$ 250,000	FAMILY LAUNDRY ROOM	\$ 10,000 - <i>Reserved</i>
HEALING GARDEN	\$ 250,000 - <i>Reserved</i>	LINENS	\$ 10,000
CAFÉ	\$ 250,000	RECEPTION OFFICE	\$ 10,000 - <i>Reserved</i>
DINING ROOM	\$ 150,000	RECEPTION WELCOME DESK	\$ 10,000 - <i>Reserved</i>
LOBBY / FOYER	\$ 150,000 - <i>Reserved</i>	OFFICE SUITE	\$ 10,000 - <i>Reserved</i>
* FOUNDING SPONSORS	\$ 100,000	* BENCHES	\$ 10,000 - <i>Reserved</i>
GUEST ROOM APPLIANCES	\$ 100,000	EXERCISE EQUIPMENT	\$ 10,000 - <i>Reserved</i>
VERANDA	\$ 75,000	WATER FEATURE - PATIO	\$ 5,000 - <i>Reserved</i>
KITCHEN	\$ 50,000 - <i>Reserved</i>	MAIN ENTRANCE	\$ 5,000 - <i>Reserved</i>
STAFF LIVING QUARTERS	\$ 50,000	ELECTRICAL / TELECOM STATION	\$ 5,000
ATRIUM	\$ 50,000 - <i>Reserved</i>	ATRIUM BALCONY	\$ 5,000 - <i>Reserved</i>
FAMILY WAITING AREA	\$ 50,000	FIRE SPRINKLER SYSTEM	\$ 5,000
* GUEST ROOMS (13 OF 20 AVAILABLE)	\$ 50,000	SMOKE DETECTORS	\$ 5,000
GUEST ROOM COMPUTERS	\$ 45,000	WASHERS & DRYERS	\$ 4,000 - <i>Reserved</i>
ELEVATOR	\$ 35,000 - <i>Reserved</i>	FAMILY LINEN ROOM	\$ 3,500
TECHNOLOGY SPONSOR	\$ 30,000 - <i>Reserved</i>	* KITCHEN DINETTE SETS (6 AVAILABLE)	\$ 3,000
* GALLERIES (1 OF 2 AVAILABLE)	\$ 30,000	WATER FEATURE - LOBBY	\$ 2,500 - <i>Reserved</i>
PLAYROOM	\$ 25,000 - <i>Reserved</i>	BOOKSHELVES	\$ 2,500 - <i>Reserved</i>
FAMILY RESOURCE LIBRARY	\$ 25,000 - <i>Reserved</i>	* FLOWER GARDENS (1 OF 4 AVAILABLE)	\$ 2,500
EXERCISE ROOM	\$ 25,000 - <i>Reserved</i>	* STAIRWELLS (1 OF 2 AVAILABLE)	\$ 2,500
CONFERENCE ROOM	\$ 25,000 - <i>Reserved</i>	* STORAGE ROOMS (4 AVAILABLE)	\$ 2,500
ARTWORK - GARDEN LEVEL	\$ 25,000 - <i>Reserved</i>	* TREES (4 OF 10 AVAILABLE)	\$ 1,500
ARTWORK - VISTA LEVEL	\$ 25,000 - <i>Reserved</i>	* TERRY'S HOUSE TRUSTEES **	\$ 1,000

FLEXIBLE PAYMENT PROGRAMS AVAILABLE

*multiple naming opportunities available

**name on etched glass feature



FOR MORE INFORMATION ON HOW YOU CAN HELP BUILD TERRY'S HOUSE,
PLEASE CALL 559.459.2648.

TERRYSHOUSEFRESNO.COM



Building Terry's House: Chasing Dreams

The last thing on Summer Bourez's mind when her 7-year-old son was critically injured in a car accident was where she was going to stay while he recovered. Like many others, she never expected her loved one would be involved in a traumatic accident.

"In a matter of seconds your whole world just changes," Bourez said. "I was with my mom when we got a phone call that shattered our lives. My sister was killed in a car accident and Chase was with her."

Last April Chase Bourez was airlifted to Community Health Center-Cedar, formerly known as University Medical Center. He was then transferred to Community Regional Medical Center during the relocation of acute care services from the Cedar campus to the downtown hospital. Chase was in a medically induced coma for more than a week with multiple injuries to his head and jaw.

Housing a trauma center with the largest service area in California often means treating patients that come from afar. Community Regional's Table Mountain Rancheria Trauma Center is the only Level 1 trauma center between Los Angeles and Sacramento. As these unexpected situations arise, some families of patients have had difficulty finding a place to stay to be close to their loved ones in their time of healing.

"We spent the first night on the floor of the hospital with other families. It was very crowded. There's no privacy," Bourez said. "You just want to curl up in a ball and cry, and you can't do that. There's always someone there. There are always people walking in and out."

The Bourez family lived near Lindsay, more than an hour away. With nowhere to stay, they lived in Chase's hospital room by day and in an RV in the parking lot by night.

Community Medical Centers is now embarking on what was once its dream - a home away from home - which is now becoming a reality by providing families of patients who are critically injured or sick a safe and secure place to stay while their loved ones heal. Terry's House will be a 17,000-square-foot, two-story home within walking distance of the main entrance of Community Regional.

The construction of Terry's House has been made possible through generous gifts from Tom Richards, Bank of America and Lennar Homes. Community Medical Foundation is launching a capital campaign to raise \$3 million to fund and equip the home. Its goal is to raise additional funds for operations, and to provide the housing at low or no-cost to families that qualify.

Bourez said Terry's House would have been a blessing for her family and knows first-hand what it will mean for future families.

A year after the accident, Chase is back to being a kid.

"He's back to riding a two-wheeler," Bourez said.

"And he's back to being ornery," said Darian Bourez, Chase's father.

For more information on Terry's House, please visit TerryHouseFresno.com or call 559.459.2648 or 888.538.8088.



Chase Bourez was in a coma after an auto accident that took the life of his aunt.



In celebration of the Terry's House kick-off, Chase Bourez got to ride in the same helicopter that airlifted him to the hospital the day of his accident.



Judge to hear
contempt case of
Orange County
Bishop Tod D. Brown.
INSIDE, B3

HELPING HEALING FAMILIES

A house across from
Fresno hospital will be
balm for out-of-towners.



TOMAS OVALLE/THE FRESNO BEE

Yadira Munoz holds the hand of her son Carlos, 7, who was burned in a house fire in Arvin in Kern County. Hospital stays for burn patients usually are extended. In response to this need, a home is planned for families of burn victims and intensive care unit patients to stay at a low cost across the street from Community Regional Medical Center in Fresno.

By Barbara Anderson
The Fresno Bee

Fresno developer Tom Richards doesn't know Yadira Munoz of Arvin, but he is helping build a home across the street from Community Regional Medical Center for mothers like her.

The home will be a 17,000-square-foot, two-story building with individual rooms for up to 20 families to live for days or months at a time while visiting loved ones in the hospital's intensive care and burn wards.

The regional medical center in downtown Fresno provides the only Level I trauma and burn centers between Los Angeles and

Sacramento for people living in a 15,000-square-mile area.

"It's going to give families a safe harbor" when they are so far from home, Richards said.

Munoz could use such a place.

For the past 2 1/2 months, she has spent every day at the hospital comforting her husband, Victor Medina Sr., and sons Victor Jr., 10, and Carlos Medina, 7, who were burned in a house fire on July 24.

Every night, Munoz, 28, drives about five miles to a Holiday Inn to sleep in a hotel room or a trailer parked in the hotel parking lot. People in Arvin and Bakersfield

raised money to pay for the hotel room, she said.

She can't cook at the hotel. And often she is too tired to eat out. Instead, she buys ham and bread and makes a sandwich.

Family members bring her daughter, Anabelle Medina, 2, to see her on weekends. Munoz and Anabelle escaped the fire unharmed through a window.

Caring for her family so far from home "is very hard," Munoz said Monday at the burn center, as Carlos pleaded and cried for her to loosen a bandage on his right hand and arm.

Richards understands

Forty-six years ago, his younger brother, Terry Richards, 50, of Fresno, was injured in a car accident near where the family lived in New York. For almost five months, his mother traveled 80 miles a day to be with her son in a Syracuse, N.Y., hospital.

His brother, who today is his best friend, wouldn't be alive except for the care he received from doctors and nurses, Richards said. "These people accomplish miracles every day."

He didn't hesitate to join the building project when Katie Zenovich, senior development executive for the Community Medical Foundation, mentioned several months ago that the foundation hoped to build a home near the downtown medical center for patients' families.

"It struck a tender nerve in our family," Richards said.

Richards, chief executive of The Penstar Group, which has built offices for Community, gave an initial gift of \$500,000 and signed on as the voluntary developer and construction manager.

Zenovich said the foundation plans to raise \$3 million to build and furnish the house for families of the critically ill and injured. Families would be asked to make a nominal donation to stay there, but would not be required to pay. "Ongoing fundraising is going to be critical" to maintain the house, she said.

The house will be built on land owned by Community on the opposite side of Fresno Street from the hospital's main entrance. Communications offices now on the site will move when construction begins.

The foundation will give priority to housing families with relatives in intensive care and the burn center.

but the house also will be open to relatives of patients in the high-risk maternal services, neonatal, heart and neurosurgery areas of the hospital.

In addition to 20 guest rooms with private baths, the house will have a kitchen, dining area, laundry rooms, a place for families to gather and a children's play room.

Zenovich expects the house to remain full once it opens sometime in early 2009.

Families of ill children keep 18 rooms full at The Ronald McDonald House near Children's Hospital Central California in Madera County, said Patty Manfredi, executive director. Plans include increasing that house's size to 44 rooms, she said.

Munoz hopes her family will be home in Arvin long before construction begins on Community's guest house. Oldest son Victor Jr. has been discharged. He returned to school in Arvin on Monday.

Carlos should be transferred to Children's Hospital soon for rehabilitation of the burns on his hands, she said.

But a house within walking distance of the burn center would be a welcome addition, Munoz said. "Everything about it would be nice."

Richards is busy lining up contractors for the job. "This is a labor of love for everyone who gets involved," he said.

It also will be a tribute to his brother. The building across from the regional medical center will be named Terry's House.



Jan Paul of Community Medical Centers and Fresno developer Tom Richards stand on the future site of a home for families of burn victims and intensive-care patients at Community Regional Medical Center.

Every night, Yadira Munoz, 28, drives about five miles to a Holiday Inn to sleep in a hotel room or a trailer parked in the hotel parking lot. She can't cook at the hotel. And often she is too tired to eat out. Instead, she buys ham and bread and makes a sandwich.