

Recorded by and for the
benefit of, and When
Recorded Mail to:

City of Reedley
Community Development
Department
Planning
Division
1733 9th Street
Reedley, CA 93654

Exempt from recording fees – Gov. Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR PARTIAL REIMBURSEMENT FOR OFF-SITE IMPROVEMENTS
INSTALLED, EL VALLE APARTMENTS, CUP 2017-5 (APN 370-232-11)**

This Agreement is made by and between the City of Reedley, a municipal corporation, hereinafter referred to as "CITY" and YANEZ CONSTRUCTION, LLC, a California Limited Liability Company, hereinafter referred to as "DEVELOPER".

RECITALS

I. Condition of Approval Section 6b for Conditional Use Permit 2017-5, dated August 17, 2017, details Development Impact Fee (DIF) credits may be available for construction of eligible facilities outside of the requirements of the proposed project pursuant to City Council Resolution No. 2015-022 dated March 24, 2015.

II. Also notated within Condition of Approval Section 6b is that the City shall determine which facilities will be eligible for developers to construct. Facilities must meet City standards for acquisition projects in order to be eligible for credits. Developers shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly funded public works projects.

III. The State Subdivision Map Act and City ordinances, resolutions and policy provide for partial reimbursement to developers for the cost of construction of public improvements which contain supplemental size, capacity, number or length for the benefit of properties belonging to others as well as the developer's property to the extent that other properties are benefited from such improvements.

IV. The Developer has approached the City requesting reimbursement consideration for the extension of sidewalk along the north side of Dinuba Avenue, west of the project site, along frontage of APN 370-232-09 and 370-232-10, as shown in Exhibit 1. Such improvements would consist of sidewalk placement, pavement

widening, storm drain inlet relocation, driveway approaches, grading, and irrigation adjustments.

V. The estimated costs of installation of said facilities have been provided to the City Engineer by the Developer and the amount of reimbursement has been calculated by the City Engineer, as set forth in A.1 below.

NOW, THEREFORE, it is mutually agreed between City and Developer as follows:

A. Developer is eligible for reimbursement for the following costs associated with extension of sidewalk facilities west of the approved project site:

1. Transportation and Storm Drain Facilities

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	Ls	\$5,600.00	\$5,600.00
2	Clearing and Grubbing	1	Ls	\$5,800.00	\$5,800.00
3	Sawcut	1	Ls	\$500.00	\$500.00
4	Earthwork (LS)	1	Ls	\$4,800.00	\$4,800.00
5	Demolition of Existing Asphalt	1	Ls	\$5,200.00	\$5,200.00
6	Provide and Install Driveway	10	Tons	\$170.00	\$1,700.00
7	Provide and Install CL II Baserock Driveway	13	Cy	\$75.00	\$975.00
8	Provide and Install Asphalt (Dinuba Ave)	38	Tons	\$170.00	\$6,460.00
9	Provide and Install CL II Baserock (Dinuba Ave)	70	Cy	\$75.00	\$5,250.00
10	Provide and Construct Sidewalk	1050	Sf	\$7.00	\$7,350.00
11	Provide and Construct Curb and Gutter	210	Lf	\$35.00	\$7,350.00
12	Provide and Construct Driveways	2	Ea	\$3,500.00	\$7,000.00
13	Install Erosion Control BMP's. Complete/In-place	1	Ls	\$2,500.00	\$2,500.00
14	Provide and Install Curb Inlet. Complete/In-place	1	Ea	\$5,500.00	\$5,500.00
15	Install Pavement Markings	1	Ls	\$4,700.00	\$4,700.00
16	Relocation of Irrigation	1	Ls	\$7,800.00	\$7,800.00
	<i>SUBTOTAL</i>				<i>\$78,485.00</i>
	10% Contingency				\$7,848.50
	<i>TOTAL</i>				<i>\$86,333.50</i>
	10% Engineering/Surveying				\$8,633.35
	10% Staking				\$8,633.35
	GRAND TOTAL				\$103,600.20

B. The facilities for which reimbursement may be given as set forth herein are shown on the approved plans for the subject project on file in the office of the City Engineer, which plans are made a part of this Agreement as though set forth in full, and shown as Exhibit 2. Permits for all activities must be obtained prior to any work beginning.

C. The City will reimburse Developer without interest those amounts as set forth in paragraph A.1. Reimbursement shall take place in one of the following forms:

1. Public improvement construction activities are completed in full, and confirmed via inspection. Following successful inspection, Developer submits invoicing showing actual costs for reimbursable activities, with eligible expenses reimbursed within 60-days of completing final inspection; or
2. If Developer desires to utilize reimbursement as DIF credits, the following process shall apply:
 - a) Public improvement construction activities are completed in full, and confirmed via inspection. Following successful inspection, Developer submits invoicing showing actual costs for reimbursable activities.
 - b) City reviews the submitted invoicing for concurrence with approved activities and estimates. Following review, City will provide Developer with a revised DIF Fee Estimate that includes DIF credits for the reimbursable amount(s).
 - c) At the time of building permit, Developer may pay resulting DIF's due in full, or may have the option to enter into a DIF Deferment Agreement and Notice of Lien with the City.
 - i) Should Developer wish to obtain encroachment permits and building permits concurrently and/or enter into a DIF Deferment Agreement, DIF credits will not be applied until public improvement construction activities have been completed and inspected; and invoicing for actual costs has been submitted. Resulting credits would only be applied to the deferred amount due prior to Certificate of Occupancy, with all deposit amounts not incorporating any DIF credit estimates.

D. This Agreement for reimbursement and all obligations of the parties hereunder shall terminate on the anniversary date of this Agreement three (3) years hence. Reimbursement amounts referred to herein shall be separate and apart from, in addition to and not payable from normal hookup charges and other development fees and charges assessed by the City to developments connecting to or benefitting by the construction of public facilities.

E. All notices in connection with this Agreement shall be in writing and shall be given by personal delivery or first-class U.S. mail, postage prepaid, to a party at its respective address below:

To the City: City of Reedley
1733 Ninth Street
Reedley, CA 93654

To the Developer: Yanez Construction
42931 Road 52
Reedley, CA 93654

Notice given by personal delivery shall be effective upon delivery; notice given by mail shall also be given by FAX and be effective upon receipt or three calendar days after the postmark date, whichever is earlier. Reimbursement payments shall be made to the Developer at the above address, or at such other address provided by the Developer to the City Manager in accordance with this Section E.

F. The provisions of this Agreement shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law.

1. Any legal action in connection with this Agreement shall be instituted in the Superior Court of the County of Fresno, California or in the Federal District Court for the Eastern District of California, as appropriate.
2. Service of process for any legal action in connection with this Agreement shall be made (i) on the City by personal service on the City Manager of the City, or in any other manner as may be provided by California law, or (ii) on the Developer by personal service on the owner, managing principal or designated agent for service of process or partner of the Developer or in such other manner as may be provided by law, whether made in or out of California.

G. No member, officer or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this

Agreement, where such interest or decision is prohibited by law.

I. Waiver of any provision of this Agreement must be in writing and signed by a duly authorized representative of each party.

J. This Agreement may be amended only in writing signed by duly authorized representatives of the City and the Developer, after approval by their respective board of directors.

K. This Agreement integrates all of the terms, conditions, agreements and understandings between the City and the Developer concerning the matters described in this Agreement. The Agreement supersedes all negotiations and previous agreements and understandings between the parties concerning such matters. This Agreement is personal to the Developer, and the Developer may not assign or transfer this Agreement or its rights hereunder without the prior written consent of the City. Unless and until such consent is given, the City reserves the right to pay all reimbursement amounts to the Developer, and such payments will satisfy all obligations of the City hereunder.

IN WITNESS WHEREOF, the parties hereunto have set their hands the ^{4th} ~~Tuesday~~ day of September, 2018.

CITY OF REEDLEY, a municipal corporation

YANEZ CONSTRUCTION, LLC,
a California Limited Liability Company

BY: 

Nicole Zieba, City Manager
(Notary Acknowledgement to be Attached)

BY: 

Efrain Yanez, Owner
(Notary Acknowledgement to be Attached)

ATTEST:

BY: 

Sylvia Plata, City Clerk

APPROVED AS TO FORM:

BY: 

Scott Cross, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of FRESNO

On SEPTEMBER 4, 2018

Date

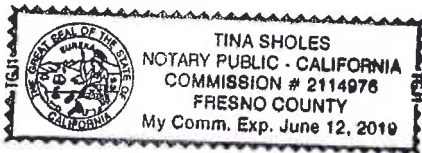
before me, TINA SHOLES, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared EFRAIN YANEZ

Name(s) of Signer(s)

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

Tina Sholes

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Agreement for Partial Reimbursement for Off-

Title or Type of Document: Site Improvements Installed, El Valle Apartments

Document Date: September 4, 2018

Number of Pages: 5

Signer(s) Other Than Named Above: Nicole Zieba, Sylvia Plata, Scott Cross

Capacity(ies) Claimed by Signer(s)

Signer's Name: Efrain Yanez

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian of Conservator

☐ Trustee

☐ Guardian of Conservator

☒ Other: Owner

☐ Other: _____

Signer is Representing: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

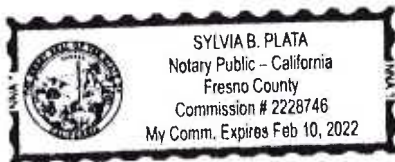
State of California

County of Fresno

On September 13, 2018 before me, Sylvia B. Plata, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nicole R. Zieba
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Sylvia B Plata
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: agreement for Partial Reimbursement for off-site improvements installed, El Valle Apts.

Document Date: 9-4-18 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nicole R. Zieba

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: City of Reedley

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____



REEDLEY CITY COUNCIL

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 8

DATE: September 11, 2018

TITLE: AUTHORIZE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PARTIAL REIMBURSEMENT OF DEVELOPMENT IMPACT FEES FOR OFF-SITE IMPROVEMENTS ADJACENT TO EL VALLE APARTMENTS (CUP 2017-5)

SUBMITTED: Rob Terry
Community Development Director

John Robertson
City Engineer

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Approve and authorize the City Manager to make non-substantive changes to the attached draft reimbursement agreement and sign final agreement with Yanez Construction regarding partial reimbursement of development impact fees for off-site improvements adjacent to El Valle Apartments (CUP 2017-5).

EXECUTIVE SUMMARY

Yanez Construction is requesting to enter into a Partial Reimbursement Agreement with the City of Reedley regarding off-site improvements to the west of their approved El Valle Apartment project on the corner of Dinuba Ave and Hemlock Ave, in order to complete the sidewalk, curb, gutter and storm drain facilities along the adjacent portion of Dinuba Ave. Reimbursement for such improvements is allowed per the State Subdivision Map Act, as well as Reedley City Council Resolution No. 2015-022, utilizing development impact fees.

BACKGROUND

The State Subdivision Map Act and City ordinances, resolutions and policy provide for partial reimbursement to developers for the cost of construction of public improvements which contain supplemental size, capacity, number or length for the benefit of properties belonging to others as well as the developer's property to the extent that other properties are benefited from such improvements. Condition of Approval Section 6b for Conditional Use Permit 2017-

5, dated August 17, 2017, details Development Impact Fee (DIF) credits may be available for construction of eligible facilities outside of the requirements of the proposed project pursuant to City Council Resolution No. 2015-022 dated March 24, 2015. In accordance with such provisions, the developer (Yanez Construction) is requesting reimbursement for construction of sidewalk, curb, gutter and drainage for multiple properties to the west of their approved El Valle Apartments, in order to complete such public improvements along this section of Dinuba Avenue, improving the safety, access, drainage and aesthetics of the area.

Development impact fees are collected by the City to offset the costs of providing public services as new development comes in. In-fill projects, such as this one, provide a great opportunity to complete public improvements not required when previous developments were originally placed. Such improvements make a significant impact on the safety, accessibility and proper public works operations of the area.

FISCAL IMPACT

The partial reimbursement request totals \$103,600.20, and does not exceed the total amount of DIF's to be collected for this project. The estimated construction amounts have been reviewed by the City Engineer, and have been deemed appropriate. Costs eligible for reimbursement consist only of those found within the agreement, and will come from the streets/roads and storm water DIF categories of payment. Overall, there is no negative fiscal impact to the City, as development impact fees collected are utilized to place public improvements such as those proposed here.

PRIOR COUNCIL ACTIONS

None

ATTACHMENTS

1. Draft Reimbursement Agreement and Exhibit

Motion: _____

Second: _____

Recorded by and for the
benefit of, and When
Recorded Mail to:

City of Reedley
Community Development
Department
Planning
Division
1733 9th Street
Reedley, CA 93654

Exempt from recording fees – Gov. Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR PARTIAL REIMBURSEMENT FOR OFF-SITE IMPROVEMENTS
INSTALLED, EL VALLE APARTMENTS, CUP 2017-5 (APN 370-232-11)**

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RECITALS

I. Condition of Approval Section 6b for Conditional Use Permit 2017-5, dated August 17, 2017, details Development Impact Fee (DIF) credits may be available for construction of eligible facilities outside of the requirements of the proposed project pursuant to City Council Resolution No. 2015-022 dated March 24, 2015.

II. Also notated within Condition of Approval Section 6b is that the City shall determine which facilities will be eligible for developers to construct. Facilities must meet City standards for acquisition projects in order to be eligible for credits. Developers shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures for publicly funded public works projects.

III. The State Subdivision Map Act and City ordinances, resolutions and policy provide for partial reimbursement to developers for the cost of construction of public improvements which contain supplemental size, capacity, number or length for the benefit of properties belonging to others as well as the developer's property to the extent that other properties are benefited from such improvements.

IV. The Developer has approached the City requesting reimbursement consideration for the extension of sidewalk along the north side of Dinuba Avenue, west of the project site, along frontage of APN 370-232-09 and 370-232-10, as shown in Exhibit 1. Such improvements would consist of sidewalk placement, pavement

widening, storm drain inlet relocation, driveway approaches, grading, and irrigation adjustments.

V. The estimated costs of installation of said facilities have been provided to the City Engineer by the Developer and the amount of reimbursement has been calculated by the City Engineer, as set forth in A.1 below.

NOW, THEREFORE, it is mutually agreed between City and Developer as follows:

A. Developer is eligible for reimbursement for the following costs associated with extension of sidewalk facilities west of the approved project site:

1. Transportation and Storm Drain Facilities

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	Ls	\$5,600.00	\$5,600.00
2	Clearing and Grubbing	1	Ls	\$5,800.00	\$5,800.00
3	Sawcut	1	Ls	\$500.00	\$500.00
4	Earthwork (LS)	1	Ls	\$4,800.00	\$4,800.00
5	Demolition of Existing Asphalt	1	Ls	\$5,200.00	\$5,200.00
6	Provide and Install Driveway	10	Tons	\$170.00	\$1,700.00
7	Provide and Install CL II Baserock Driveway	13	Cy	\$75.00	\$975.00
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13	Install Erosion Control BMP's, Complete/In-place	1	Ls	\$2,500.00	\$2,500.00
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15	Install Pavement Markings	1	Ls	\$4,700.00	\$4,700.00
16	Relocation of Irrigation	1	Ls	\$7,800.00	\$7,800.00
	SUBTOTAL				\$78,485.00
	10% Contingency				\$7,848.50
	TOTAL				\$86,333.50
	10% Engineering/Surveying				\$8,633.35
	10% Staking				\$8,633.35
	GRAND TOTAL				\$103,600.20

B. The facilities for which reimbursement may be given as set forth herein are shown on the approved plans for the subject project on file in the office of the City Engineer, which plans are made a part of this Agreement as though set forth in full, and shown as Exhibit 2. Permits for all activities must be obtained prior to any work beginning.

C. The City will reimburse Developer without interest those amounts as set forth in paragraph A.1. Reimbursement shall take place in one of the following forms:

1. Public improvement construction activities are completed in full, and confirmed via inspection. Following successful inspection, Developer submits invoicing showing actual costs for reimbursable activities, with eligible expenses reimbursed within 60-days of completing final inspection; or
2. If Developer desires to utilize reimbursement as DIF credits, the following process shall apply:
 - a) Public improvement construction activities are completed in full, and confirmed via inspection. Following successful inspection, Developer submits invoicing showing actual costs for reimbursable activities.
 - b) City reviews the submitted invoicing for concurrence with approved activities and estimates. Following review, City will provide Developer with a revised DIF Fee Estimate that includes DIF credits for the reimbursable amount(s).
 - c) At the time of building permit, Developer may pay resulting DIF's due in full, or may have the option to enter into a DIF Deferment Agreement and Notice of Lien with the City.
 - i) Should Developer wish to obtain encroachment permits and building permits concurrently and/or enter into a DIF Deferment Agreement, DIF credits will not be applied until public improvement construction activities have been completed and inspected; and invoicing for actual costs has been submitted. Resulting credits would only be applied to the deferred amount due prior to Certificate of Occupancy, with all deposit amounts not incorporating any DIF credit estimates.

D. This Agreement for reimbursement and all obligations of the parties hereunder shall terminate on the anniversary date of this Agreement three (3) years hence. Reimbursement amounts referred to herein shall be separate and apart from, in addition to and not payable from normal hookup charges and other development fees and charges assessed by the City to developments connecting to or benefitting by the construction of public facilities.

E. All notices in connection with this Agreement shall be in writing and shall be given by personal delivery or first-class U.S. mail, postage prepaid, to a party at its respective address below:

To the City: City of Reedley
1733 Ninth Street
Reedley, CA 93654

To the Developer: Yanez Construction
42931 Road 52
Reedley, CA 93654

Notice given by personal delivery shall be effective upon delivery; notice given by mail shall also be given by FAX and be effective upon receipt or three calendar days after the postmark date, whichever is earlier. Reimbursement payments shall be made to the Developer at the above address, or at such other address provided by the Developer to the City Manager in accordance with this Section E.

F. The provisions of this Agreement shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law.

1. Any legal action in connection with this Agreement shall be instituted in the Superior Court of the County of Fresno, California or in the Federal District Court for the Eastern District of California, as appropriate.
2. Service of process for any legal action in connection with this Agreement shall be made (i) on the City by personal service on the City Manager of the City, or in any other manner as may be provided by California law, or (ii) on the Developer by personal service on the owner, managing principal or designated agent for service of process or partner of the Developer or in such other manner as may be provided by law, whether made in or out of California.

G. No member, officer or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this

Agreement, where such interest or decision is prohibited by law.

I. Waiver of any provision of this Agreement must be in writing and signed by a duly authorized representative of each party.

J. This Agreement may be amended only in writing signed by duly authorized representatives of the City and the Developer, after approval by their respective board of directors.

K. This Agreement integrates all of the terms, conditions, agreements and understandings between the City and the Developer concerning the matters described in this Agreement. The Agreement supersedes all negotiations and previous agreements and understandings between the parties concerning such matters. This Agreement is personal to the Developer, and the Developer may not assign or transfer this Agreement or its rights hereunder without the prior written consent of the City. Unless and until such consent is given, the City reserves the right to pay all reimbursement amounts to the Developer, and such payments will satisfy all obligations of the City hereunder.

IN WITNESS WHEREOF, the parties hereunto have set their hands the _____ day of _____, 2018.

CITY OF REEDLEY, a municipal corporation

YANEZ CONSTRUCTION, LLC,
a California Limited Liability Company

BY: _____
Nicole Zieba, City Manager
(Notary Acknowledgement to be Attached)

BY: _____
Efrain Yanez, Owner
(Notary Acknowledgement to be Attached)

ATTEST:

BY: _____
Sylvia Plata, City Clerk

APPROVED AS TO FORM:

BY: _____
Scott Cross, City Attorney

NOTE ---
This map is for Assessment purposes only.
It is not to be construed as portraying
legal ownership or divisions of land for
purposes of zoning or subdivision law.

SUBDIVIDED LAND IN POR. SEC. 26, T. 15 S., R. 23 E., M. D. B. & M.
EXHIBIT 1 - APN MAP HIGHLIGHTING REIMBURSEABLE AREA

Tax Rate Area
B-0225

370-23

NE COR. S1/2 SW 1/4
SEC. 26-1523

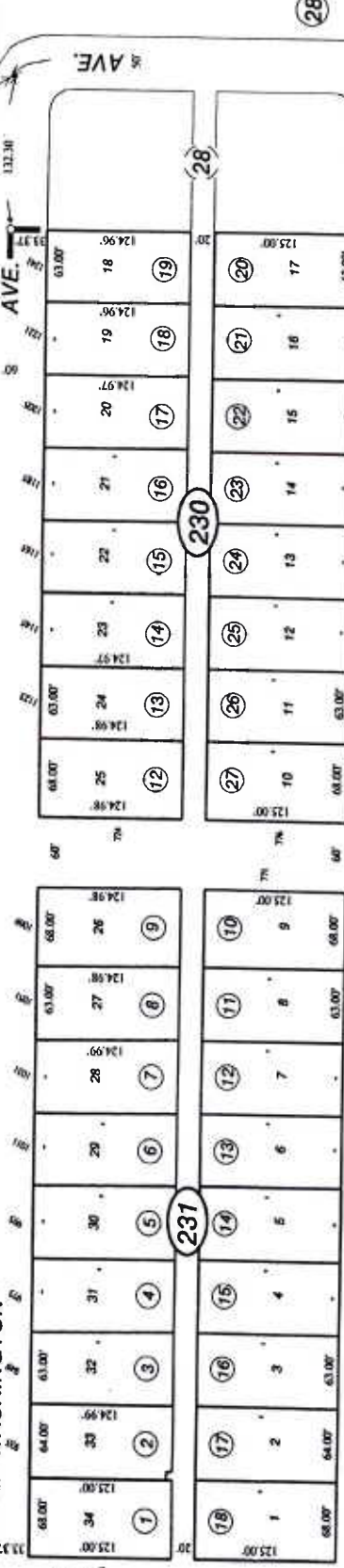
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NE COR. S1/2 SW 1/4
SEC. 26-1523

1" = 100'

E. WASHINGTON

AVE.

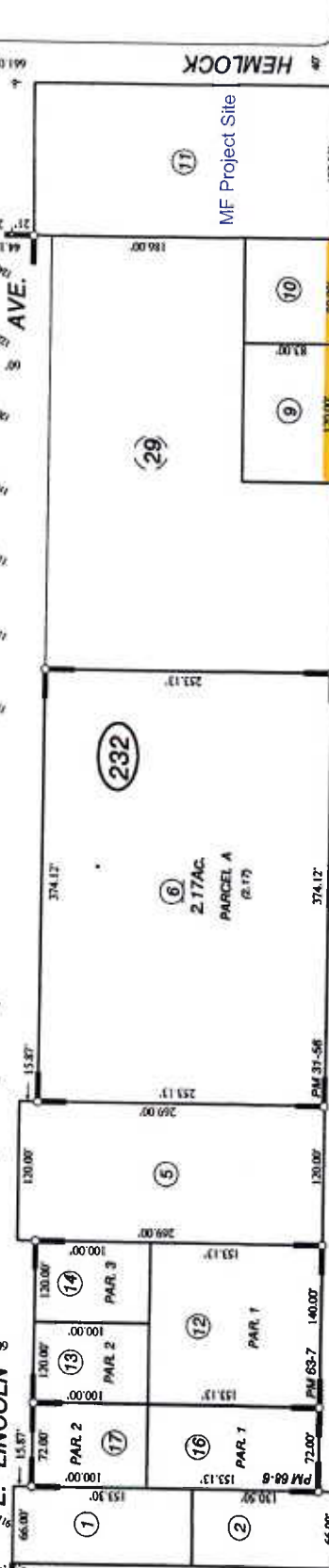


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AVE.

E. LINCOLN

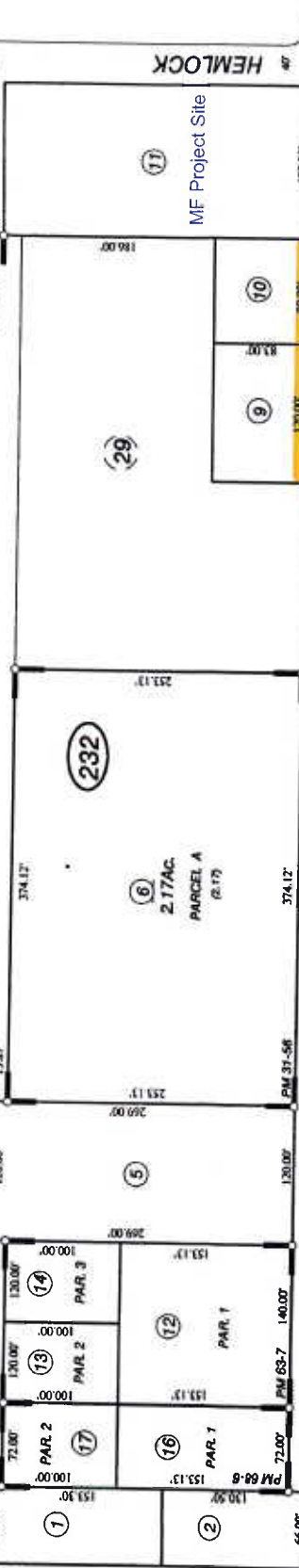
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E. LINCOLN

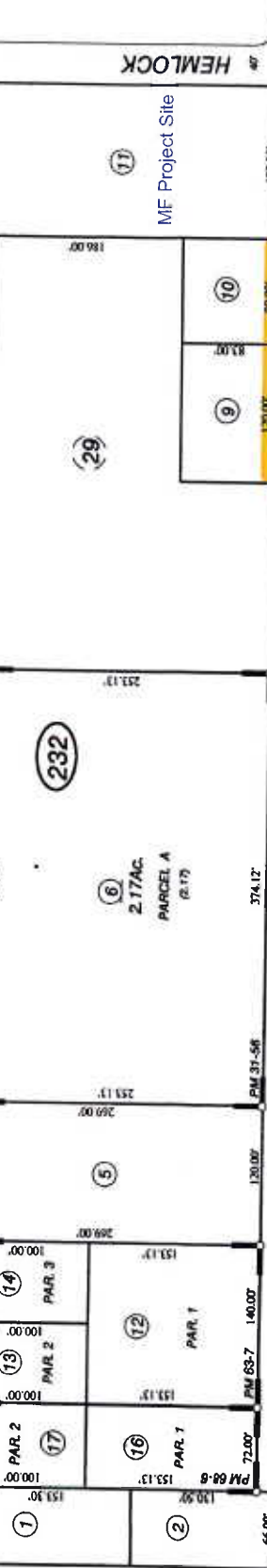
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E. LINCOLN

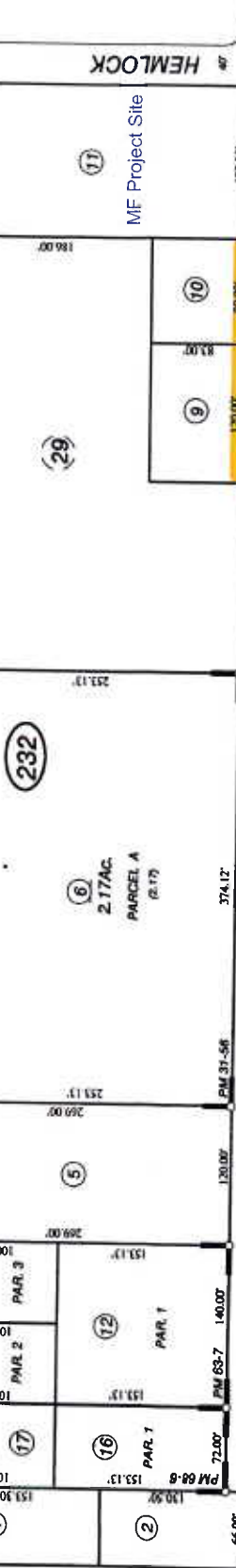
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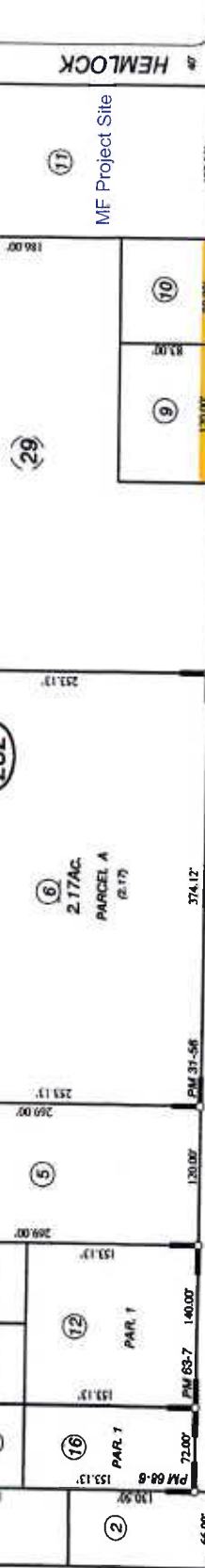
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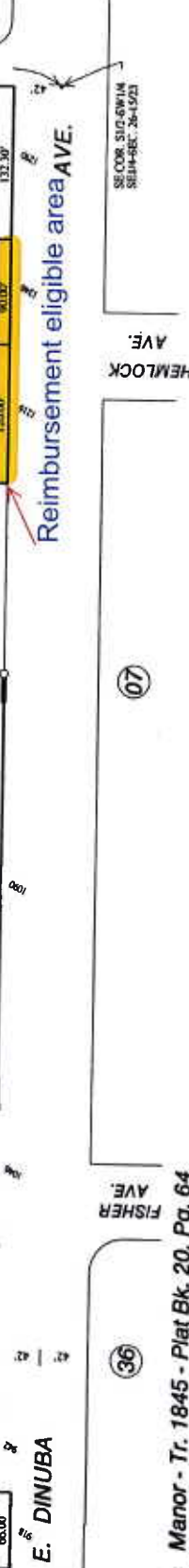
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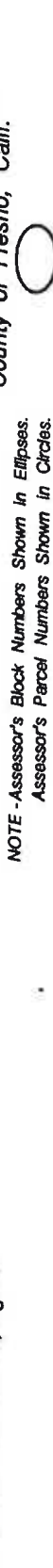
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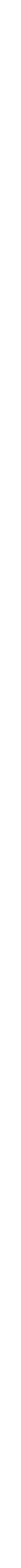
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NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 370 - Pg. 23
County of Fresno, Calif.

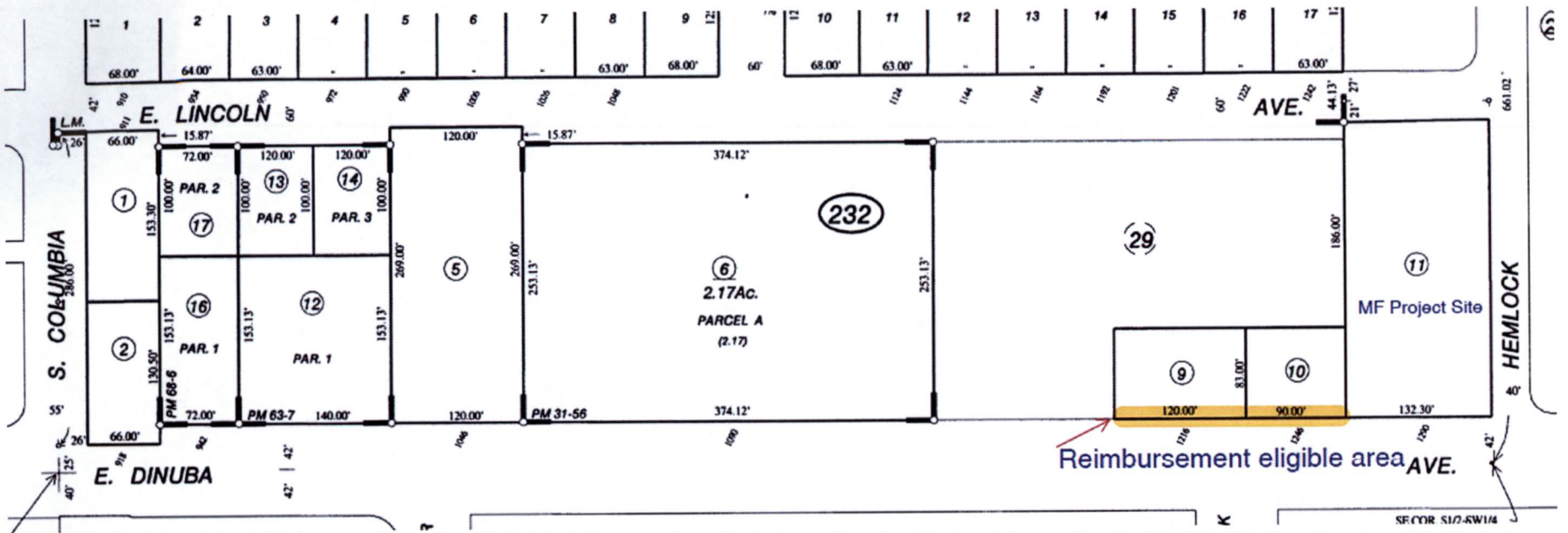
Lincoln Manor - Tr. 1845 - Plat Bk. 20, Pg. 64
Parcel Map No. 86 - Bk. 31, Pg. 56
Parcel Map No. 195 - Bk. 63, Pg. 07
Parcel Map No. 193 - Bk. 68, Pg. 06

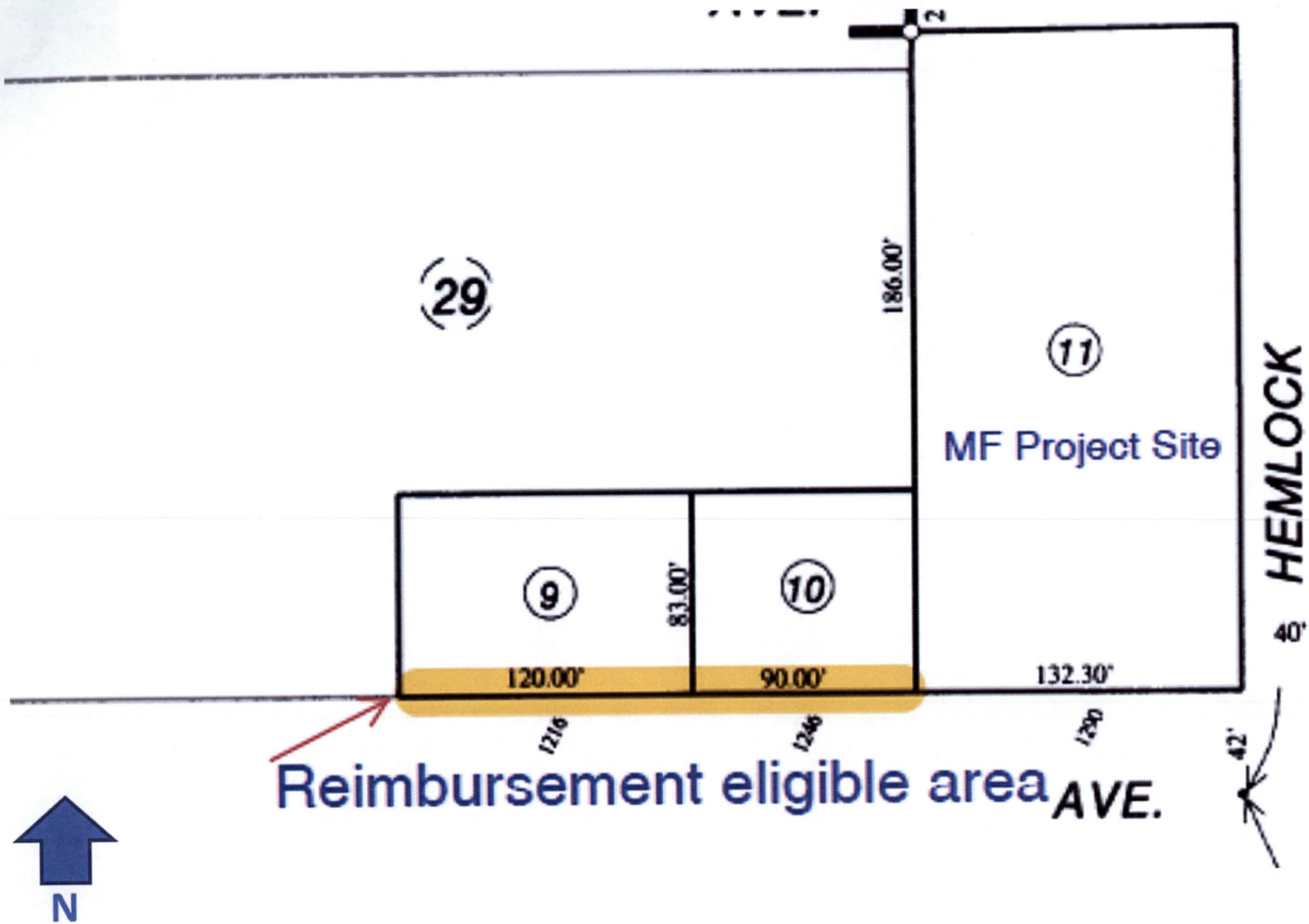
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9-11-18 Item # 8

PARTIAL REIMBURSEMENT OF DEVELOPMENT IMPACT FEES FOR OFF-SITE IMPROVEMENTS ADJACENT TO EL VALLE APARTMENTS (CUP 2017-5)

- Request is to complete the sidewalk, curb, gutter and storm drain facilities along the Dinuba Ave street frontage adjacent to the approved El Valle Apartment complex at the corner of Dinuba and Hemlock Avenues (CUP 2017-5, approved August 17, 2017)
- Partial reimbursement agreements permitted per State Subdivision Map Act and Reedley City Council Resolution 2015-022
- Development impact fees are collected by the City to offset the costs of providing public services as new development comes in. In-fill projects, such as this one, provide a great opportunity to complete public improvements not required when previous developments were originally placed







Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Mobilization	1	Ls	\$5,600.00	\$5,600.00
2	Clearing and Grubbing	1	Ls	\$5,800.00	\$5,800.00
3	Sawcut	1	Ls	\$500.00	\$500.00
4	Earthwork (LS)	1	Ls	\$4,800.00	\$4,800.00
5	Demolition of Existing Asphalt	1	Ls	\$5,200.00	\$5,200.00
6	Provide and Install Driveway	10	Tons	\$170.00	\$1,700.00
7	Provide and Install CL II Baserock Driveway	13	Cy	\$75.00	\$975.00
8	Provide and Install Asphalt (Dinuba Ave)	38	Tons	\$170.00	\$6,460.00
9	Provide and Install CL II Baserock (Dinuba Ave)	70	Cy	\$75.00	\$5,250.00
10	Provide and Construct Sidewalk	1050	Sf	\$7.00	\$7,350.00
11	Provide and Construct Curb and Gutter	210	Lf	\$35.00	\$7,350.00
12	Provide and Construct Driveways	2	Ea	\$3,500.00	\$7,000.00
13	Install Erosion Control BMP's, Complete/In-place	1	Ls	\$2,500.00	\$2,500.00
14	Provide and Install Curb Inlet, Complete/In-place	1	Ea	\$5,500.00	\$5,500.00
15	Install Pavement Markings	1	Ls	\$4,700.00	\$4,700.00
16	Relocation of Irrigation	1	Ls	\$7,800.00	\$7,800.00
	SUBTOTAL				\$78,485.00
	10% Contingency				\$7,848.50
	TOTAL				\$86,333.50
	10% Engineering/Surveying				\$8,633.35
	10% Staking				\$8,633.35
	GRAND TOTAL				\$103,600.20

- The partial reimbursement request totals \$103,600.20, and does not exceed the total amount of DIF's to be collected for this project
- Construction estimates have been reviewed by the City Engineer, and do account for prevailing wage

Staff Recommendation

Approve and authorize the City Manager to make non-substantive changes to the attached draft reimbursement agreement and sign final agreement with Yanez Construction regarding partial reimbursement of development impact fees for off-site improvements adjacent to El Valle Apartments (CUP 2017-5)