

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

City of Reedley  
Community Development Department  
1733 9<sup>th</sup> Street  
Reedley, CA 93654

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Exempt from recording fees – Gov. Code Section 27383      SPACE ABOVE THIS LINE FOR RECORDER'S USE

**PROPERTY OWNER AGREEMENT  
CITY OF REEDLEY COMMUNITY MURAL**

This Agreement (“Agreement”) is made and entered into effective on May 2, 2019 2019 (“Effective Date”), by and between the City of Reedley, a municipal corporation, hereinafter referred to as “City” and POSITIVE INVESTMENTS, INC., a California Corporation, hereinafter referred to as “Owner”.

**RECITALS**

WHEREAS, the City desires to support the placement of public art (murals) that celebrate community culture and history, and improve the aesthetics of the community; and

WHEREAS, the Bank of America building, located at 936 G Street Reedley, CA 93654, offers a location that serves as a gateway to the historic downtown of the community, and has a north facing wall that is well-suited to accommodate a community mural (the Project); and

WHEREAS, the Owner recognizes that the purpose mural placement is to enhance the community, and placement is mutually beneficial to the City and the Owner and therefore desires to have a mural painted on the side of their building; and

WHEREAS, the nature of the Project is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the mural covenants hereinafter contained, it is mutually agreed between the parties as follows:

**AGREEMENT**

1. The Owner hereby agrees to allow the City to have a mural mounted or painted on the north-facing wall of the building located 936 G Street Reedley, CA 93654. The dimensions of the mural will be dependent upon the subject and project. The mural shall be allowed to remain on the wall for a period of ten (10) years. This Agreement may be extended for successive five (5) year periods upon the written extension between the Owner and the City prior to the end of the

initial ten-year period. During the term, or any extension thereof, at such time as property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural is located, or the mural otherwise interferes with the Owners use, occupancy, or control of the property, then at the Owner's sole discretion the Owner has the right to cancel this Agreement upon six (6) months written notice to the City.

2. The City agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. Allocated funding may be agency funding, donations, or a combination of such. The murals will be applied directly to the wall on a pre-primed surface provided for/by the artist. The Owner agrees to provide the City with reasonable access to the site for such work so as not to interfere with the Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the City at its cost and the mural's condition shall not be allowed to deteriorate. The City agrees to keep Owner's property lien-free in connection with such work or project.

3. Should the mural be removed, the City at its sole cost shall ensure that the area where the mural was placed is returned to the same condition the area was in prior to mural placement.

4. The Owner understands and agrees that the placement of the copyrighted artwork (mural) on the site in no way entitles the Owner to use, at its discretion, the artwork for advertising/profit making purposes, or any other publicity, except under conditions in which the artwork has been released by both the City and the artist.

5. The Owner agrees to indemnify and hold the City and its officials, including departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees harmless from all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Owner's representations and promises and performance of obligations under the Agreement.

6. The subject matter for the mural and the selection of the artist shall be the sole responsibility of the City of Reedley, with concurrence of Owner, and design approval provided by the Reedley City Council.

7. Any dispute hereunder between the parties shall be resolved by resort to non-binding mediation in accordance with the standards and procedures of the American Arbitration Association.

8. This Agreement shall be subject to and governed by the laws of the State of California.

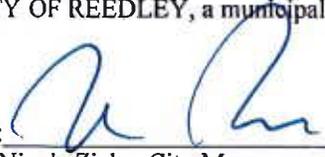
9. Any notice required by law or by this Agreement shall be given by personal delivery of first class U.S. Mail. Notice by personal delivery will be effective on delivery and notice by mail will be considered

effective three days after it is deposited in the U.S. Mail, postage paid, addressed to the City of Reedley, 1733 Ninth Street, Reedley, CA 93654 or to Owner, Positive Investments, Inc., 610 N. Santa Anita Ave, Arcadia, CA 91006, at their respective addresses as of the date of this Agreement, unless written notice of change or address has been received by the other party. If any action is required to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees to be determined by a Court.

10. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto. In witness whereof, the City and the Owner have executed this Agreement on the date and year first hereinabove set forth.

IN WITNESS WHEREOF, the parties have signed this agreement to be effective as of the Effective Date in the opening paragraph.

CITY OF REEDLEY, a municipal corporation

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

POSITIVE INVESTMENTS, INC.,  
a California Corporation

BY:   
\_\_\_\_\_  
Rao RYALAMANCHILI president  
Name Title  
(Notary Acknowledgement to be Attached)

ATTEST:

BY:   
\_\_\_\_\_  
Ruthie Greenwood, Deputy City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY:   
\_\_\_\_\_  
Rob Terry,  
Community Development Director

## ACKNOWLEDGMENT

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

State of California  
County of Los Angeles )

On April 29, 2019 before me, Karla I. Fresnedo - Notary Public  
(insert name and title of the officer)

personally appeared Rao R. Yalamanchili  
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  (Seal)



**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 May 2, 2019 before me, Ruthie Greenwood, 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.



Signature Ruthie Greenwood  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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

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

ITEM NO: 11

DATE: March 26, 2019

TITLE: APPROVE ITEMS RELATED TO A COMMUNITY REVITALIZATION MURAL ON G STREET:

- A. ADOPT RESOLUTION 2019-028, AMENDING THE 2018-2019 ADOPTED BUDGET TO ACCEPT \$2,500 IN MATCHING DONATIONS RECEIVED FROM KINGS CANYON UNIFIED SCHOOL DISTRICT, REEDLEY COLLEGE, AND THE GREATER REEDLEY CHAMBER OF COMMERCE
- B. APPROVE CONCEPTUAL DESIGN OF MURAL TO BE PLACED AT 936 G STREET, BANK OF AMERICA BUILDING, IN ACCORDANCE WITH REEDLEY MUNICIPAL CODE
- C. AUTHORIZE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROPERTY OWNER THAT PROVIDES FOR THE CREATION OF A MURAL ON THE BUILDING AND ACCEPTING RESPONSIBILITY FOR RETURNING THE BUILDING TO ITS ORIGINAL STATE IF THE BUILDING IS EVER SOLD AND AGREEMENT CANNOT BE TRANSFERRED TO NEW OWNERS

APPROVED: Nicole R. Zieba  
City Manager

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### RECOMMENDATION

That the City Council approves items related to the design, placement, creation, and funding of a community revitalization mural on the Bank of America building at 936 G Street.

### BACKGROUND

For several years, the City of Reedley has pursued Arts in Public places to deter graffiti and enhance the community. Examples include exquisitely painted City utility boxes, and facilitation of murals by College artists on the Lock and Leave wall on the Rail Trail. The City

and Chamber have been in conversations for several years about the possibility of putting up several quality murals in the downtown area to help revitalize the area, attract new interest to the downtown area, and beautify areas of downtown that are bland, blighted, or graffiti-prone. In addition, murals have been shown to act as catalysts for other businesses to begin beautifying their storefronts and spaces, which the City and Chamber hopes will be true for the Reedley downtown area as well.

The property owner of the Bank of America building at 936 G Street has expressed willingness to allow the City and City partners put a large "entrance" mural on the blank white wall that is one of the first things visitors to the downtown see when coming into downtown on G Street. The City and Chamber approached several mural artists and received quotes in the \$10,000 to \$15,000 range. That cost was simply too high to fund. Recently, however, the City discovered that the artist who painted the City utility boxes would be willing to come and paint the mural, and she provided an estimate of \$6,000. With the reduced cost of the mural, the City and Chamber were able to garner "matching" donations from Kings Canyon Unified School District and Reedley College. The Chamber Board also voted to donate \$500.

Under the Reedley Municipal Code, the City Council must approve design and placement of murals in public spaces. Therefore, staff is requesting that Council approve the design and placement of this mural, the Budget Amendment accepting the matching donations, and also authorize the City Manager to enter into a simple agreement with the property owner that will grant the City the ability to have the mural painted on the private property.

#### **FISCAL IMPACT:**

The cost of the mural, with anti-graffiti paint, is \$6,000. The City of Reedley allocated \$2,500 in the FY 2018-2019 Adopted Budget for Arts in Public Places. Donations received from other sources total \$2,500. The remaining \$1,000 cost will be covered by existing appropriations in the City Manager's Office budget, which are available due to the City Manager not attending the League of California Cities conference this year.

#### **ATTACHMENTS:**

1. Resolution No. 2019-028
2. Conceptual design of mural to be placed at 936 G Street