

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 UPSIZING OF PUBLIC
IMPROVEMENTS INSTALLED, PHASE ONE OF VESTING TENTATIVE SUBDIVISION
MAP 6196**

This Agreement is made and entered into effective on OCT. 29, 2019 ("Effective Date") by and between the City of Reedley, a municipal corporation, hereinafter referred to as "CITY" and SELF-HELP ENTERPRISES, INC, a California Non-Profit Public Benefit Corporation, hereinafter referred to as "DEVELOPER".

RECITALS

I. Condition of Approval Part B Item 33 for Vesting Tentative Subdivision Map No. 6196 (originally approved December 14, 2017 and approved as amended for phasing of the project on June 6, 2019) requires the Developer to comply with the stipulations detailed within the Engineering Division Memorandum (originally dated September 26, 2017, and approved as amended for phasing on April 24, 2019) ("Memorandum") relating to this project. Memorandum Item No. 35 details upsizing of specified utilities in accordance with the City's Integrated Master Plan. Development Impact Fee (DIF) credits may be available for construction of eligible facilities outside of the sizing required to serve the proposed project pursuant to City Council Resolution No. 2015-022 dated March 24, 2015. Such credits only apply to amounts beyond the Developer's required facility costs and any additional proportionate share costs for services required to service the proposed project area.

II. 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 area eligible for upsizing and expansion of proposed utilities are notated in Exhibit 1. Such improvements are all required per the City's 2014 Integrated Master Plan and improve the overall capacity and operations of the public utility and street services, and consist of upsizing required water service lines beyond sizes required to service the project site alone.

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 paragraphs A.1 and A.2 below.

AGREEMENT

NOW, THEREFORE, City and Developer mutually agree as follows:

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

I. Water Facilities – On-site

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Reimbursement on 10" Water Pipe (\$45/LF for 10" - \$28/LF for 8")	198	LF	\$17.00	\$3,366.60
2	Reimbursement on 16" Water Pipe (\$80/LF for 16" - \$28/LF for 8")	704	LF	\$52.00	\$36,608.00
3	Reimbursement on 10" Gate Valve (\$2000/Each for 10" - \$900/Each for 8")	2	EA	\$1,100.00	\$2,200.00
4	Reimbursement on 16" Gate Valve (\$3500/Each for 16" - \$900/Each for 8")	6	EA	\$2,600.00	\$15,600.00
	<i>SUBTOTAL</i>				<i>\$57,774.00</i>

2. Water Facilities Off-site

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Reimbursement on 10" Water Pipe (\$45/LF for 10" - \$28/LF for 8")	40	LF	\$17.00	\$680.00
2	Reimbursement on 16" Water Pipe (\$80/LF for 16" - \$28/LF for 8")	624	LF	\$52.00	\$32,448.00
3	Reimbursement on 10" Gate Valve (\$2000/Each for 10" - \$900/Each for 8")	1	EA	\$1,100.00	\$5,200.00
4	Reimbursement on 16" Gate Valve (\$3500/Each for 16" - \$900/Each for 8")	2	EA	\$2,600.00	\$1,100.00
	<i>SUBTOTAL</i>				<i>\$39,428.00</i>
	GRAND TOTAL (A1 and A2)				\$97,202.00

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 incorporated herein by this reference as though set forth in full. 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 paragraphs A.1 through A.2. Reimbursement shall take place in one of the following forms:

1. Public improvement construction activities must be completed in full, and confirmed via City inspection. Following successful inspection, Developer must submit invoicing records showing actual costs for reimbursable activities, and the City shall review the submitted records for concurrence with the approved activities and estimates, and reimburse Developer eligible expenses within sixty (60) days of after receipt of the invoicing records from Developer; or
2. If Developer desires to utilize reimbursement as DIF credits, the following process shall apply:
 - a) Public improvement construction activities must be completed in full, and confirmed via City inspection. Following successful inspection, Developer must submit invoicing records showing actual costs for reimbursable activities.
 - b) City shall review 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 after the Effective Date noted in the opening paragraph of this Agreement. 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
Attn: City Manager

To the Developer: Self-Help Enterprises
8445 W. Elowin Court
P.O. Box 6520
Visalia, CA. 93290
Attn: Tom Collishaw

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.

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.

[Remainder of page blank – signatures appear on page 6]

IN WITNESS WHEREOF, the duly authorized individuals of the City and Developer have signed this Agreement to be effective on the Effective Date noted herein.

CITY OF REEDLEY, a municipal corporation

BY: 


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

SELF-HELP ENTERPRISES, INC.,
a California Corporation

BY: 

Tom Collishaw, President/CEO
(Notary Acknowledgement to be Attached)

ATTEST:

BY: 

Sylvia Plata, City Clerk

APPROVED AS TO FORM:

BY: 

Scott Cross, City Attorney

EXHIBIT 1

LandDesign Consulting
4950 E. Yale Ave
Fresno, CA 93727
559.538.3406



PRELIMINARY ENGINEER'S COST ESTIMATE OF WATER REIMBURSEMENT
FOR TRACT 6196 PHASE 1, (67 LOTS), N. CHURCH AVE. & W. ASPEN AVE., REEDLEY, CA
PREPARED FOR SELF-HELP ENTERPRISES

I. ON-SITE IMPROVEMENTS

A. WATER DISTRIBUTION

Description	Quantity	Units	Unit Cost	Total
1 Reimbursement on 10" Water Pipe (\$45/LF for 10" - \$28/LF for 8")	198	L.F.	\$ 17.00	\$ 3,366.00
2 Reimbursement on 16" Water Pipe (\$80/LF for 16" - \$28/LF for 8")	704	L.F.	\$ 52.00	\$ 36,608.00
3 Reimbursement on 10" Gate Valve (\$2000/Each for 10" - \$900/Each for 8")	2	Each	\$ 1,100.00	\$ 2,200.00
4 Reimbursement on 16" Gate Valve (\$3500/Each for 16" - \$900/Each for 8")	6	Each	\$ 2,600.00	\$ 15,600.00
SUB TOTAL WATER REIMBURSEMENT			\$	57,774.00
TOTAL ON-SITE IMPROVEMENTS REIMBURSEMENT			\$	57,774.00

II. OFF-SITE IMPROVEMENTS

A. WATER DISTRIBUTION

Description	Quantity	Units	Unit Cost	Total
1 Reimbursement on 10" Water Pipe (\$45/LF for 10" - \$28/LF for 8")	40	L.F.	\$ 17.00	\$ 680.00
2 Reimbursement on 16" Water Pipe (\$80/LF for 16" - \$28/LF for 8")	624	L.F.	\$ 52.00	\$ 32,448.00
3 Reimbursement on 16" Gate Valve (\$3500/Each for 16" - \$900/Each for 8")	2	L.F.	\$ 2,600.00	\$ 5,200.00
4 Reimbursement on 10" Gate Valve (\$2000/Each for 10" - \$900/Each for 8")	1	Each	\$ 1,100.00	\$ 1,100.00
SUB TOTAL WATER REIMBURSEMENT			\$	39,428.00
TOTAL OFF-SITE IMPROVEMENTS REIMBURSEMENT			\$	39,428.00
TOTAL WATER REIMBURSEMENT			\$	97,202.00

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 October 29 2019 before me, Sylvia B Plata, Notary Public

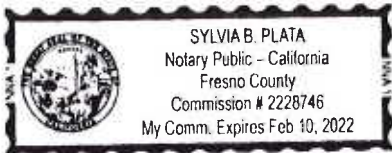
Date

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

Document Date: 10-29-19 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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 or Conservator

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer is Representing: _____

Signer is Representing: _____

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

STATE OF CALIFORNIA

COUNTY OF TULARE SS

On 11/14/2019 before me, Marty Rangel, Notary Public, personally appeared Thomas J. Collishaw, 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.



Marty Rangel, Notary Public



FOR NOTARY STAMP OR SEAL