

## REEDLEY CITY COUNCIL

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

ITEM NO: 4

**DATE:** November 12, 2019

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR REIMBURSEMENT OF OFFSITE IMPROVEMENTS ASSOCIATED WITH SPR 2017-3

**SUBMITTED:** Rob Terry *RT*  
Community Development Director

**APPROVED:** Nicole R. Zieba *NZ*  
City Manager

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### **RECOMMENDATION**

Approve and authorize the City Manager to make non-substantive changes to the attached draft reimbursement agreement and sign final agreement with United Health Centers regarding reimbursement of offsite ADA improvements at the corner of Manning and Buttonwillow Avenues, adjacent to the development area associated with Site Plan Review 2017-3.

### **EXECUTIVE SUMMARY**

United Health Centers is requesting to enter into a Reimbursement Agreement with the City of Reedley regarding offsite improvements at the corner of Manning and Buttonwillow Avenues, adjacent to the development area associated with Site Plan Review 2017-3, which was approved by the Reedley City Council on January 12, 2018. Such improvements were requested by the City to address current ADA and active transportation deficiencies adjacent to the development site, which could be addressed concurrently with construction activities in the same intersection, thus lessening the overall construction impacts to the general public, and providing safety improvements in a timely fashion. Reimbursement of DIF would be utilized to fund the activities.

### **BACKGROUND**

The State Subdivision Map Act and Reedley City Council Resolution No. 2015-022 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. Development associated with Site Plan Review (SPR) 2017-3 includes improvements to the intersection of Manning and Buttonwillow Avenues. Sidewalk and ADA ramp improvement work beyond that required with the project will consist of the relocation of existing ramping and ADA improvements to better facilitate safe movement and crosswalk access at the adjacent corner of the intersection.

Development impact fees are collected by the City to offset the costs of providing public services as new development comes in. Adjacent projects under construction, such as this one, provide a great opportunity to complete public improvements not required when previous developments were originally placed, or to address the timely upgrading of aging infrastructure currently in place. Such improvements make a significant impact on the safety, accessibility and efficiency of operations.

### **FISCAL IMPACT**

The reimbursement request totals \$22,732.60, and does not exceed the total amount of DIF's to be collected for the adjacent project. The estimated construction amounts have been reviewed by the City Engineer, and have been deemed appropriate. The specific construction costs are listed in Section A1 of the attached Agreement. Costs eligible for reimbursement consist only of those found within the agreement, and will come from the Transportation, DIF categories of payment, as appropriate. 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 for reimbursement 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 9<sup>th</sup> Street  
Reedley, CA 93654

Exempt from recording fees -- Gov. Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR REIMBURSEMENT FOR OFF-SITE IMPROVEMENTS  
INSTALLED, UNITED HEALTH CENTERS, SPR 2017-3**

This Agreement is made by and between the City of Reedley, a municipal corporation, hereinafter referred to as "CITY" and UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY, a California Domestic Non-profit Corporation, hereinafter referred to as "DEVELOPER".

**RECITALS**

I. Pursuant to City Council Resolution No. 2015-022 dated March 24, 2015, Development Impact Fee (DIF) credits or reimbursement may be available for construction of eligible facilities outside of the requirements of a proposed project.

II. The State Subdivision Map Act and City ordinances, resolutions and policy provide for 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.

III. Condition of Approval Item 19, from the "Engineering Department Conditions of Approval for Site Plan Review No. 2017-3 on APN 363-070-49," dated May 11, 2018 details ADA compliance for all sidewalk, curb, gutter, valley gutter, and permanent asphalt concrete paving within the bounds of said project.

IV. The Developer and City have discussed ADA improvements to the intersection ramp and sidewalk directly to the south of the current project, seeking to improve the areas accessibility while construction is underway in the vicinity. Such improvements consist of the adjustment of sidewalk and crossing ramp location at the southeast corner of Manning and Buttonwillow Avenues.



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 relocation of sidewalk and ramping facilities south of the approved project site:

1. Sidewalk and Ramp Relocation

| Item No. | Description                             | Qty. | Unit | Unit Price | Amount             |
|----------|---|------|------|------------|--------------------|
| 1        | Existing Concrete Demolition            | 1    | Ea.  | \$1,500.00 | \$1,500.00         |
| 2        | Grading/Compaction of Sub-base          | 1    | Ea.  | \$500.00   | \$500.00           |
| 3        | Relocation of Pedestrian Push Button    | 1    | Ea.  | \$6,875.00 | \$6,875.00         |
| 4        | Concrete Pour of New Pedestrian Ramp    | 1    | Ea.  | \$4,500.00 | \$4,500.00         |
| 5        | Installation of Truncated Domes on Ramp | 1    | Ea.  | \$1,991.00 | \$1,991.00         |
| 6        | Required Traffic Control                | 1    | Ea.  | \$500.00   | \$500.00           |
| 7        | Project Drafting and Design             | 1    | Ea.  | \$2,900.00 | \$2,900.00         |
| 8        | Project Management                      | 20   | Hrs. | \$95.00    | \$1,900.00         |
|          | <i>SUBTOTAL</i>                         |      |      |            | <i>\$20,666.00</i> |
|          | 10% Contingency                         |      |      |            | \$2,066.60         |
|          | <b>GRAND TOTAL</b>                      |      |      |            | <b>\$22,732.60</b> |

B. The work for which reimbursement may be given is set forth herein. 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: United Health Centers  
of the SJV  
3875 W. Beechwood  
Avenue  
Fresno, CA. 93722

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 14<sup>th</sup> day of November 2019.

CITY OF REEDLEY,  
a municipal corporation

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

UNITED HEALTH CENTERS OF THE SAN  
JOAQUIN VALLEY,  
a California Domestic Non-profit Corporation

BY:   
Justin Preas, Deputy Chief Exec. Officer  
(Notary Acknowledgement to be Attached)

ATTEST:

BY:   
Sylvia Plata, City Clerk

APPROVED AS TO FORM:

BY:   
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY:   
Rob Terry,  
Community Development Director



**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 FresnoOn November 14, 2019 before me,

Date

Sylvia B. Plata, Notary Public

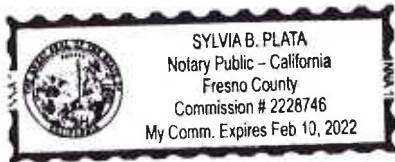
Here Insert Name and Title of the Officer

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 Reimb offsite Improv UHCDocument Date: November 14, 2019 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: \_\_\_\_\_



**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 November 27, 2019 before me, Mary Lou Lopez, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Justin W Preas  
*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 Mary Lou Lopez  
*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: Off-Site Construction Reimbursement Contract

Document Date: November 14, 2019 Number of Pages: 05

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 of Conservator ☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_