



REEDLEY CITY COUNCIL

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

ITEM NO: 13

DATE: November 12, 2019

TITLE: ADOPT RESOLUTION NO. 2019-105 APPROVING THE IMPROVEMENT AGREEMENT AND EXPANDED DIF REDUCTION FOR TRACT MAP 5263 (MONTE VISTA)

SUBMITTED: Rob Terry 
Community Development Director

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

RECOMMENDATION

Adopt Resolution No. 2019-059 authorizing the City Manager to make non-substantive changes to the attached draft agreement and sign final agreement with Efrain Yanez Construction, Inc. regarding the Improvement Agreement for Tract 5263 (Monte Vista), and approving the expanded reduction of Development Impact Fees (DIF) from the currently approved reduction of 25% to that of 50%.

EXECUTIVE SUMMARY

The owner of the area of Tract Map 5263, commonly referred to as Monte Vista, is requesting the City Council approve entering into an Improvement Agreement for timely completion of outstanding public facilities associated with serving the site, and is requesting approval for Development Impact Fees associated with the map be reduced by 50%, matching the reduction percentage applied to the "City Center" area within the current DIF Reduction Incentive Program, which was approved by Council on January 22, 2019 via Resolution 2019-009.

BACKGROUND

A final map for Tentative Subdivision Map 5263 (TSM 5263), was approved by the City Council on August 14, 2007, via Resolution No. 2007-052. On August 27, 2007, the then owner of the map and site entered into a subdivision improvement agreement with the City, but consequently failed to complete the public improvements detailed within the agreement, leaving the property in a partially developed state. In mid-2019 the map was purchased by

Efrain Yanez Construction, Inc., who has worked with the City to identify the outstanding public improvements required to complete the 17-lot single-family subdivision. (Note: one lot of the subdivision includes an existing occupied home, and one partially completed home which the current developer intends to rehabilitate. As such, 15 new units will be constructed). To ensure efficient documentation and oversight of outstanding improvement activities, an improvement agreement has been prepared, which details the history of the map, as well as notation of specific responsibilities associated with the build-out of the area. Outstanding improvement activities shall be secured by surety bond and other specifications, as contained within the agreement. Council may approve, approve with conditions, or disapprove the agreement.

On January 22, 2019, via Resolution 2019-009, the City Council approved the current DIF Reduction Incentive Program, which aimed to encourage in-fill development throughout the community. During the discussions for said program, areas within the community were highlighted due to the challenges and costs associated with addressing aging infrastructure, securing transfer of land ownership, working with site layout constraints, and incorporating other efforts needed to avoid/minimize negative impacts to existing facilities and neighborhoods. The Monte Vista area is especially unique, in that it is the only mapped area within the community where public improvements were only partially completed; including a partially constructed home. The additional costs and challenges associated with addressing partially installed infrastructure have been a consistent deterrent for many potential developers. As such, Staff is proposing a 50% reduction for the map area, matching the reduction percentage applied to the "City Center" area. Staff has determined that the request is consistent with the intent of the DIF Reduction Incentive Program and is appropriate due to the map's unique status.

FISCAL IMPACT

Current DIF's would equate to \$12,359 per unit (\$185,378 total for 15 units), which includes the 25% "In-fill" incentive rate. At 50%, DIF's would equate to \$8,239 per unit (\$123,585 total for 15 units). The results in a net difference of \$4,120 per unit (\$61,793 total for 15 units) in DIF's collected for the project.

PRIOR COUNCIL ACTIONS

No prior actions have been taken by Council in relation to this matter.

ATTACHMENTS

1. Resolution No. 2019-105
2. Draft Improvement Agreement for Monte Vista Estates (Tract 5263)

Motion: _____
Second: _____

RESOLUTION NO. 2019-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE IMPROVEMENT AGREEMENT AND 50% DEVELOPMENT IMPACT FEE (DIF) REDUCTION FOR THE COMPLETION OF TRACT 5263 (MONTE VISTA).

WHEREAS, a final map for Tentative Subdivision Map 5263 (TSM 5263), was approved by the City Council on August 14, 2007, via Resolution No. 2007-052; and

WHEREAS, a Subdivision Improvement Agreement for TSM 5263 was approved by the City Council on August 27, 2007; and

WHEREAS, the developer associated with the above agreement consequently failed to complete the public improvements detailed within the agreement, leaving the property in a partially developed state; and

WHEREAS, the map has been purchased by Efrain Yanez Construction, Inc. who has approached the City to enter into a new improvement agreement; and


WHEREAS, the new owner is requesting the City reduce the Development Impact Fees (DIF) associated with completing development of the site to match the "City Center" reduced rate of 50%, in accordance with the DIF Reduction Incentive Program approved by City Council on January 22, 2019, via Resolution 2019-009.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Reedley using their independent judgment hereby resolves as follows:

1. That completion of Tract 5263 is necessary for the benefit of the community; and
2. Entering into an Improvement Agreement with the new owner (Efrain Yanez Construction, Inc.) allows for the outstanding improvements associated with the development to be addressed and completed in a timely and appropriate manner, and hereby authorizes the City Manager to enter into such an agreement; and
3. The DIF Reduction Incentive Program previously approved by City Council was put in place to encourage in-fill development throughout the community; and
4. While the project is within the "In-fill" reduction incentive rate area, which allows for a 25% reduction in DIF, this project is especially unique, in that it is the only mapped area within the community where public improvements were only partially completed, which adds significant additional cost and challenge for development; and
5. Given the map's unique status, City Council approves a reduction DIF to that of 50%, matching the reduction percentage applied to the "City Center" area through the DIF Reduction Incentive Program.

This foregoing resolution is hereby approved the 12th day of November, 2019, in the City of Reedley, by the following vote:

AYES: Beck, Soleno, Betancourt, Fast.
NOES: None.
ABSTAIN: None.
ABSENT: Pinon.


~~Frank Piñon, Mayor~~ Mary L. Fast
Mayor Pro-Tempore

ATTEST:


Sylvia Plata, City Clerk



Resolution 2019-105

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

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

Exempt from recording fees – Gov. Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBDIVISION IMPROVEMENT AGREEMENT FOR MONTE VISTA ESTATES
(TRACT MAP 5263)**

This Subdivision Improvement Agreement ("Agreement") is made and entered into effective on November 14, 2019 ("Effective Date"), by and between the City of Reedley, a municipal corporation, hereinafter referred to as "City" and EFRAIN YANEZ CONSTRUCTION, INC, a California Corporation, hereinafter referred to as "Developer".

RECITALS

WHEREAS, Developer is engaged in developing that certain tract of land known and designated as Tract Map 5263, commonly referred to as Monte Vista Estates, situated in the City of Reedley, County of Fresno, State of California; and

WHEREAS, a final map for Tentative Subdivision Map 5263 (TSM 5263), was filed with the City Clerk of the City of Reedley for presentation to the City Council for its approval on August 14, 2007, via Resolution No. 2007-052, which map is hereby referred to and by such reference incorporated herein; and

WHEREAS, the City required, as a condition precedent to the acceptance and approval of said final map, the dedication of such rights of way for streets, public places, and easements as are delineated and shown on said final map, and deems the same as necessary for the public use, and also requires that any and all rights of way for streets, public places, and easements delineated and shown on said final map shall be improved by the construction and the installation of the improvements hereinafter specified; and

WHEREAS, Section 11-2-11 of the Reedley Municipal Code allows, as a condition to City's approval of the final subdivision map, for the City to require Developer to enter into a subdivision improvement agreement which provides for the Developer to complete improvements within a reasonable time following approval of the final map; and

WHEREAS, the final map for TSM 5263 was recorded by the Fresno County Clerk on September 19, 2007, via Document No. 20070174353.

WHEREAS, the original developer associated with TSM 5263, Monte Vista Estates LLC., failed to complete the public improvements associated with TSM 5263 as detailed within "Agreement for the Improvements of Tract No. 5263 Monte Vista Estates," dated August 27, 2007, leaving the property in a partially developed state; and

WHEREAS, Developer recently acquired TSM 5263, and now desires to complete the required improvements and build out the individual single-family residential lots, as previously approved and recorded.

NOW, THEREFORE, in consideration of the foregoing recitals which are a substantive part of this Agreement, Developer and the City do hereby mutually agree as follows:

AGREEMENT

1. Developer shall, at its own cost and expense, complete all of the improvements, furnish all the materials and do all the work herein above hereinafter mentioned, all in accordance with the Standard Specifications of the City, and unless otherwise specifically notated within this agreement, in accordance with and to the extent provided in those certain plans entitled "Plans for Construction of Tract No. 5263 Monte Vista Estates" prepared by Brook's Ransom Associates, approved by the City Engineer and by the City Council by Resolution No. 2007-052 and now on file in the office of the said City Engineer ("the Plans"), to which Plans reference is hereby made, and the same are hereby adopted and incorporated herein the same as if fully set forth herein verbatim, and in compliance with the provisions of Title 8 and 11 of the Reedley Municipal Code relating to regulations and standards for the subdivision of land in said City and for the preparation and presentation of subdivision maps therefor and in accordance with the listed items set forth on the Engineer's Estimate "Preliminary Engineer's Cost Estimate for Monte Vista (Tract 5263)", dated November 7, 2019 attached hereto and made a part hereof as Exhibit "A". Developer hereby agrees that the improvements required to be installed as set forth herein are necessary and will materially benefit the property within the Tract and shall complete the same no later than one (1) year from the Effective Date of this Agreement. Prior to allowance of final occupancy, Developer shall (i) petition and request that the City annex the TSM 5263 area into City's Landscape, Lighting and Maintenance District, Zone Z ("LLMD"), for the maintenance and operation of landscaping facilities, and (ii) petition and request that the City annex the TSM 5263 area into the City's Community Facilities District No. 2005-1 ("CFD") for the maintenance and operation of public services and facilities. Annexation of the property comprising TSM 5263 into both the City's LLMD and CFD is a condition precedent to the City's obligation to issue any certificate of final occupancy for

development or improvement of any parcel within TSM 5263, and Developer acknowledges and agrees that if this property were not part of the CFD, the City might lack the financial resources to operate facilities and provide adequate public services to the property.

The Developer shall provide on-site improvements subject to review and approval of the City. For purposes of this Agreement, the term "improvements" shall mean only improvements in the public rights-of-way easements and property for streets, sidewalks, storm drains, sewer mains, water mains, landscaping, utilities and related facilities.

Unless otherwise expressly provided in this Agreement, the Developer shall: (1) install and complete all improvements specified in the Plans; (2) install and complete all improvements required by the Conditions of Approval adopted by the Reedley Planning Commission by Resolution No. 2004-2; and (3) satisfy all requirements detailed in the Community Development Department Memo titled "Tract 5263, Monte Vista Estates – Project Review," dated October 25, 2019, which is attached hereto as Exhibit "B" and incorporated herein.

2. Any work required under this Agreement and not mentioned in the above-described Plans and specifications shall be constructed in accordance with the Standard Specifications of the City of Reedley. If the City has no Standard Specifications for any of said work, it is agreed that the same shall be done and performed in accordance with the most current "Standard Specifications of the State of California, Division of Highways". All of said work, improvements and materials shall be completed, performed and installed under the supervision of and to the satisfaction of the City Engineer of the City of Reedley.

3. Developer shall provide for the installation of all gas, electric, telephone, Cable T.V., private irrigation pipelines and other public utility lines and facilities and shall grant easements therefor. All underground utilities and improvements in streets and alleys shall be installed before surfacing of said streets and alleys. The Developer shall comply with all requirements of Title 11 of the Reedley Municipal Code concerning installation of Cable T.V. lines and facilities, and shall give all notices required by that title.

4. Prior to the issuance of a certificate of occupancy, and in order to secure for the City the faithful performance by Developer of all work and the construction of all improvements mentioned in this Agreement including the placement of all monuments as per said final map, within the time herein specified, Developer shall furnish the following to the City:

- i. a good and sufficient surety bond or other security acceptable to City securing the faithful performance of all work and the construction of all improvements herein mentioned in this agreement within the time specified and in the sum of two-hundred and two thousand nine-hundred dollars and zero cents (\$202,900.00); plus any amounts

incurred by the City to enforce the secured obligation, including costs and reasonable expenses and fees (including reasonable attorney's fees); and

- ii. a good and sufficient surety bond or other security acceptable to City securing the payment by Developer of all bills for labor, work and materials incurred in the construction of all said improvements and the performance of all work herein agreed to be done by said Developer, and amounts due under the Unemployment Insurance Act with respect to such work or labor, the amount of said bond to be one-hundred and one thousand four-hundred fifty dollars and zero cents (\$104,450.00), plus any amounts incurred by the City to enforce the secured obligation, including costs and reasonable expenses and fees (including reasonable attorney's fees); and.

Before acceptance of the subdivision improvements and the release of the faithful performance bond and the labor and materials bond, the Developer shall file with the City Clerk a surety bond or other security acceptable to the City to guarantee the repair of any of the improvements which may be found to be defective in work, labor, or materials within one (1) year after the written acceptance of the improvements by the City. Said Security shall be for twenty-thousand two-hundred ninety dollars and zero cents (\$20,290.00), plus an amount for cost and reasonable expenses and fees, including reasonable attorney's fees incurred by the City to enforce the secured obligation; and

All bonds required by this section shall be issued by a corporate surety authorized to do surety business in California and shall be on forms acceptable to the City.

5. The Developer shall protect, indemnify, and hold harmless the City, its officers, employees and volunteers thereof from any and all liability or claims (in contract, tort, strict liability or otherwise, including but not limited to personal injury, death at any time or property damage), because of or arising out of Developer's performance of this Agreement, or out of, any accident, occurrence, loss, damage or happening occurring upon or arising out of the construction of any of the improvements herein or the use by any person of any patent or patented articles in the construction of said work or improvements. The forgoing obligations shall survive completion or termination of this Agreement. The Developer agrees that the use of any and all streets and improvements herein above specified shall be, at all times prior to the final acceptance of said improvements by the City Council, the sole and exclusive risk of the Developer. The issuance of any occupancy permits by City for dwellings located within the said subdivision shall not be construed in any manner to be an acceptance and approval of any or all of said streets and/or improvements in said subdivision.

6. Developer, before commencing work pursuant to this Agreement, shall obtain and maintain in full force and effect during the performance of the work and improvements at its own expense

and risk, policies of insurance as follows and shall furnish evidence of such insurance by filing a certificate of insurance with the City Clerk. Such insurance shall name the City, its Council, officers, officials, employees and volunteers as insured or additional insureds, and shall indemnify the City and said persons against liability for loss or damage for personal injury including death, and property damage occasioned by the operations of the Developer or its employees, contractors or subcontractors under the terms of this Agreement in the minimum limits as follows:

- i.
 - a) **General Liability.** \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b) **Automobile Liability.** \$2,000,000 combined single limit per accident for bodily injury and property damage.
 - c) **Worker's Compensation and Employer's Liability.** Worker's compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.
- ii. The policies are to contain, or be endorsed to contain, the following provisions:
 - a) General Liability and Automobile Liability Coverages.
 - i) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Developer, products and completed operations of the Developer, premises owned, occupied or used by the Developer, or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.
 - ii) The Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Developer's insurance and shall not contribute with it.
 - iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

iv) The Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b) Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Developer under this agreement.

c) All Coverages. Each insurance policy required by this clause shall be issued by a corporate insurer authorized to do insurance business in California and shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Such notice requirement shall not contain "shall endeavor", "best efforts" or similar qualifiers.

iii. Verification of Coverage. Developer shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Where by statute the City's worker's compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If such insurance is provided in either case by a policy or certificate which covers the Developer or other entity or person than the City, such policy shall contain the standard form of cross liability endorsement. Such insurance shall also specifically insure contractual liability assumed by Developer under the terms of this agreement.

7. Time is of the essence of this Agreement; provided, however, that in the event good cause is shown therefor to the City by Developer, City may extend the time in which the aforementioned improvements may be made and completed under this Agreement. Said extensions of time, if any, may be granted without notice to the surety and any extensions so granted shall not relieve the surety bond or other security deposited with the City given to secure Developer's performance under this agreement. City shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension of time hereunder.

8. All pipes and monuments shown on the final map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Developer by the time of the final

inspection of the improvements hereunder by the City.

9. It is agreed that title and ownership of any improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such improvements by the City Council.

10. It is mutually understood and agreed that neither Developer nor any of its agents, employees or contractors are or shall be considered to be agents, representatives, or employees of the City in connection with the performance of Developer's obligations under this Agreement.

11. Developer shall pay to the City, for all engineering, inspection and other services provided by City in accordance with this Subdivision, amounts as set forth by adopted City ordinance and resolution in effect at time of payment. City shall, at the completion of the improvements provided for herein, furnish the Developer with a statement of all charges for services performed by the City in the event said actual costs exceed the payment previously made by Developer for such services. The Developer shall complete payment for such charges within thirty (30) days after receipt of such statement of actual costs.

12. Developer agrees that if, within a period of one (1) year after final acceptance of the work and improvements done under this Agreement, any improvements or part of any improvement furnished and/or installed or constructed or caused to be constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the Plans and other plans and specifications referred to herein, Developer shall, without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or improvements. The terms of this section shall not apply to any damage caused by acts of God. Should Developer fail to act promptly or in accordance with this requirement, or fail to do the construction as agreed upon herein, or should the exigencies of the case require repairs or replacements to be made before the Developer can be notified, the City may, at its option, make the necessary repairs or replacements or perform the necessary work and the Developer shall pay to the City the actual cost of such repairs plus thirty percent (30%) to cover the City's indirect and overhead costs. If the Developer fails to pay to the City the cost repairs plus thirty percent (30%), the City may, without limiting the Developer's liability therefor, file a claim against the bond posted to guarantee and warrant the work.

13. The Developer and its contractors shall pay when due for any materials, wages, subcontracts, labor, provisions, or other supplies and items used in conjunction with the work performed for the subject subdivision including, but not limited to, unemployment insurance and any other incidentals arising out of any necessary work or labor.

14. The Developer shall comply with all Street, Plumbing, Building, Electrical, Zoning Codes and any other applicable Codes, ordinances, standards and regulations of the City. Developer shall submit the proposed conditions, covenants, and restrictions to sales of lots within this subdivision to the City of Reedley for review and approval prior to any execution thereof.

15. If Developer fails to construct the improvements upon the terms and within the time required herein, City may complete or cause completion of the required improvements and assess the actual cost of completing the required improvements and file a claim against the bond posted to secure faithful performance of the work and improvements.

16. When the improvements are completely installed and accepted by the City Council and there is full performance pursuant to this Agreement, City agrees to release Developer and the described property from further obligation under this Agreement, except for those obligations, including but not limited to Sections 6 and 13, that by their nature continue after termination or completion of this Agreement.

17. All covenants in this Agreement shall pertain to and run with the described real property and shall apply to, bind, and inure to the parties hereto and the contractors, heirs, executors, administrators, assigns or successors in interest of the respective parties hereto.


18. 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 Developer, Efrain Yanez Construction, Inc., 42931 Rd. 52 Reedley, CA 93654 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.

19. The Developer shall have a record drawing prepared by a civil engineer which denotes the final placement, location, and disposition of the improvements as constructed for water, sewer, storm drain, curb and gutter, and streets. Said "as-built" drawing shall be prepared and submitted to, and approved by, the City Engineer prior to the City Council's acceptance of the improvements.


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

[Remainder of page blank – signatures appear on page 9]

CITY OF REEDLEY, a municipal corporation

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

EFRAIN YANEZ CONSTRUCTION, INC.,
a California Corporation

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

ATTEST:

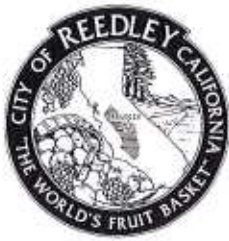
BY: 
Sylvia Plata, City Clerk

APPROVED AS TO FORM:

BY: 
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY: 
Rob Terry,
Community Development Director



MEMORANDUM

Community Development Department
1733 Ninth Street, Reedley, CA 93654
(559) 637-4200

Date: October 25, 2019

Final Map Engineer of Record: Gaylord R. Ransom

To: Efrain Yanez

Improvement Plans: Brook's Ransom & Assoc.

From: Rob Terry, Community Development Director

Re: Tract No. 5263, Monte Vista Estates - Project Review

Construction at the site stopped many years ago and the required public improvements were not been completed. As a result of the dormant condition of the partially completed improvements associated with Tract No. 5263 (Monte Vista Estates), the following details below are provided to ensure the review, inspection and/or completion of critical infrastructure. Items 1 through 3 are the sole responsibility of the Developer, Efrain Yanez Construction, Inc. Item 4 is the responsibility of the City of Reedley.

1. Improvements to Myrtle Avenue (all improvements per subdivision improvement plans), including but not limited to:
 - a. Curb, gutter, sidewalk and pavement widening
 - b. Block wall along the easterly limits of Tract 5263
 - c. Streetlights, LED City standard
 - d. Street centerline monuments
2. Improvements to interior streets – Cedar Avenue and Valencia Avenue (all improvements per subdivision improvement plans), including but not limited to:
 - a. Water main - rechlorinate and pressure test. Locate water valves and verify condition. Locate water services and verify conditions.
 - b. Sewer main – ball and mandrel test and pressure test. Locate sewer manholes and verify condition. Locate sewer services and verify conditions.
 - c. Storm drain – locate storm drain manholes and verify condition.
 - d. Clear, grub and regrade
 - e. Scarify top 6-inches and compact subgrade
 - f. Install all street improvement, curb, gutter, sidewalk, driveway approaches, aggregate base and asphalt concrete.
 - g. Streetlights, LED City standard
 - h. Check with public utility companies (Gas, PG&E, Phone, CVT) regarding their facilities and requirements.
 - i. Street centerline monuments
3. Verify/complete retaining walls along the south property line of Tract No. 5263.
4. Improvements to Buttonwillow Avenue (within the public ROW, as originally indicated on Tract 5263 Improvement Plans) are now to be part of a future City *CDBG project, including but not limited to:
 - a. Curb, gutter, sidewalk and pavement widening along the east property line of Tract No. 5263.
 - b. Streetlights, LED City standard
 - c. Landscape and landscape irrigation along easterly limits of Tract No. 5263. Revise and update plans based on state mandated Urban Water Conservation requirements.
 - d. Underground existing overhead utilities along easterly limits of Tract No. 5263.

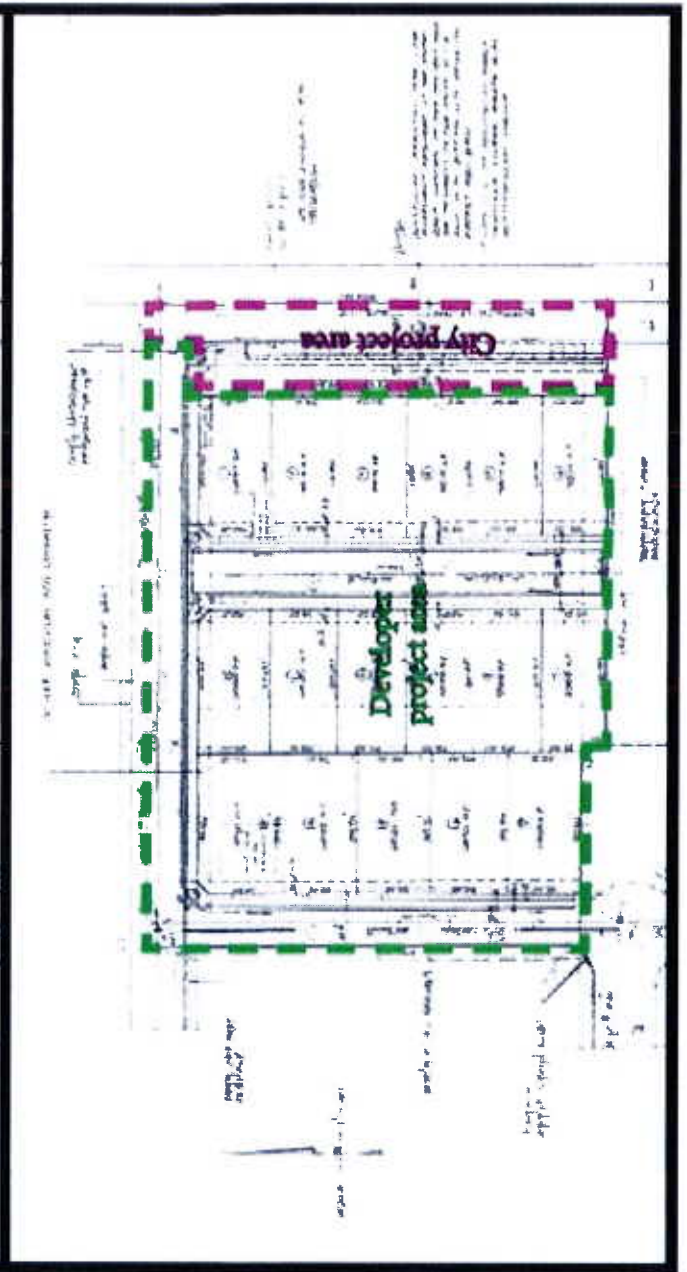
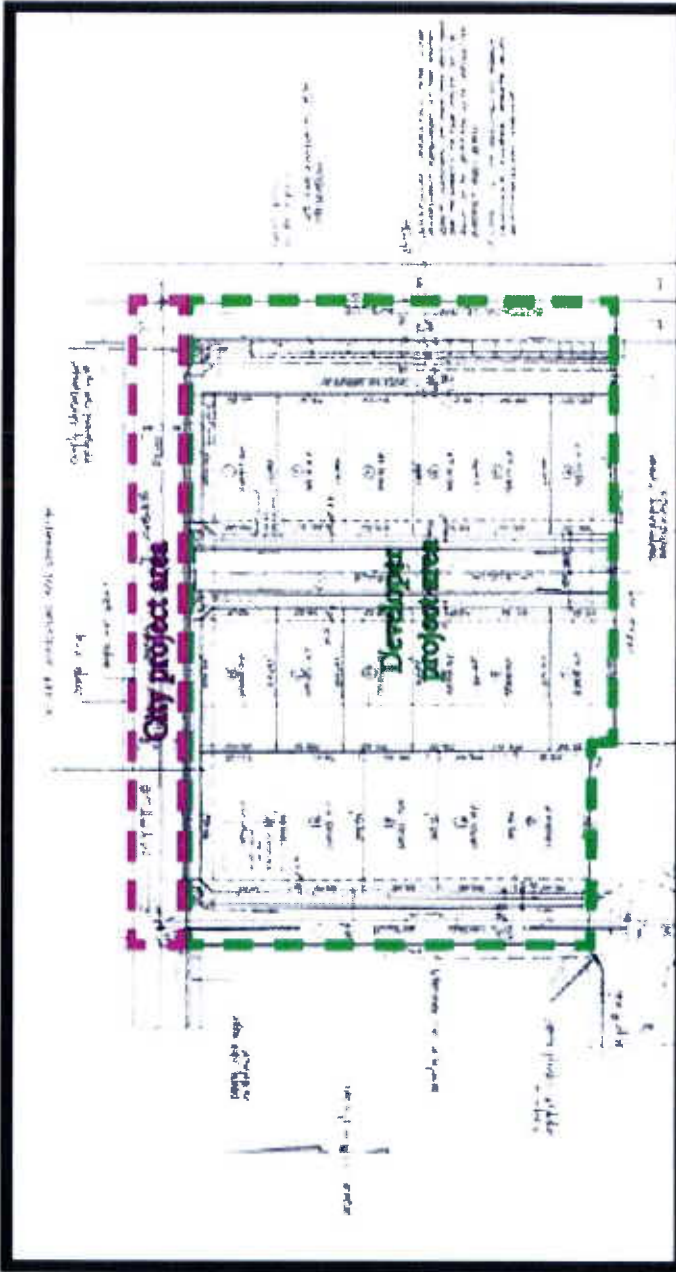
*NOTE: Prior to September 24, 2019, the City of Reedley anticipated a CDBG project entailing street improvements within the bounds of Tract No. 5263. However, on September 24, 2019, via Resolution 2019-080, the Reedley City Council approved a change in scope for this project, which now consists of improvements on Buttonwillow Avenue within the bounds of said tract. Graphic 1 below shows the areas of Tract No. 5263 that this change impacts.

Graphic 1

ORIGINAL PROJECT AREA



AMENDED PROJECT AREA



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.

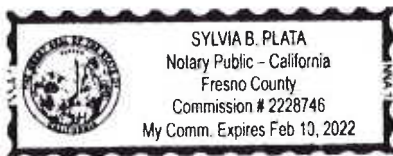
State of California

County of Fresno

On November 14, 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: Subdivision Imp Agreement Monte Vista

Document 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 FresnoOn December 9, 2019 before me, Roseann Herrera, Notary Public
Date Here Insert Name and Title of the Officerpersonally 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 Roseann Herrera
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: _____