

**CITY COUNCIL OF PARLIER
SPECIAL MEETING
AGENDA**

This meeting of the City of Parlier City Council is live streamed and may be accessed at
<https://www.youtube.com/channel/UCJs3ylcM9NWQGLdwpBCmoAQ>

DATE: THURSDAY, AUGUST 18, 2022
TIME: 6:30 PM
PLACE: Parlier City Hall
1100 E. Parlier Avenue
Parlier, CA 93648

CALL TO ORDER/WELCOME:

Roll Call: Mayor Alma M. Beltran, Mayor Pro-Temp Trinidad Pimentel, Councilwoman Diane Maldonado, Council woman Sabrina Rodriguez, Council woman Cathryn "Kathy" Solorio, City Clerk Dorothy Garza and Treasurer Michelle Lopez.

FLAG SALUTE: Mayor Alma M. Beltran

REGULAR BUSINESS:

- SUBJECT:** Consider approval of the final map of Tract No. 6356 and the accompanying subdivision improvement agreement.

RECOMMENDATION: City Council to consider Resolution No. 2022-XX, approving the final map of Tract No. 6356 and authorizing the Mayor to execute a subdivision improvement agreement.

- SUBJECT:** Consideration and Necessary Action on Resolution Authorizing Expenditure of ARPA Funds up to \$72,000, for Compensation to Business Disrupted by Construction in Downtown Parlier Commissioned by the City using ARPA funds.

RECOMMENDATION: Council to approve Resolution No. Authorizing Expenditure of ARPA Funds up to \$72,000, for Compensation to Business Disrupted by Construction in Downtown Parlier Commissioned by the City using ARPA funds.

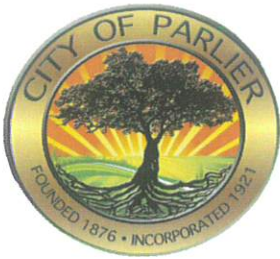
ADJOURNMENT

ADA NOTICE

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.

DOCUMENTS

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 East Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at www.parlier.ca.us



AGENDA ITEM: #1

MEETING DATE: August 18, 2022

DEPARTMENT: Community Development -
Planning

REPORT TO CITY COUNCIL

SUBJECT:

City Council to consider approval of the final map of Tract No. 6356 and authorizing a subdivision improvement agreement with Adobe West, Inc.

RECOMMENDATION:

Staff recommends that the City Council adopts Resolution No. 2022-~~XX~~, approving the final map of Tract No. 6356, accepting all rights-of-way and other public dedications indicated thereon, and approving the subdivision agreement, development impact fees, and security amounts.

BACKGROUND:

The City Council approved Vesting Tentative Map (VTM) No. 6356 on August 19, 2021. The project comprises approximately 60.00 acres subdivided into 232 single-family lots with a minimum size of 5,000 square feet. The property is located at the southwest corner of S. Mendocino Avenue and E. South Avenue.

Tentative maps have an initial life of 24 months, so VTM No. 6356 was valid through August 19, 2023 upon its approval (see below for additional information about expiration). Prior to expiration of a tentative map, a final map may be filed, approved, and recorded consistent with the provisions of the approved tentative map.

PROPOSAL, DISCUSSION, & ANALYSIS:

Pursuant to Government Code (GC) Section 664546.1, the subdivider, Adobe West, Inc. has submitted a final map (Tract No. 6356) covering approximately 7.07 acres of the approved 60.00-acre tentative map. The final map includes 30 single-family lots and accounts for installation of local streets, curb, gutter, sidewalk, streetlights, and underground utilities.

Unlike with many final maps, in this instance the developer has begun installation of the improvements prior to his request for final map approval. To account for the improvements that have yet to be completed, the City has prepared a subdivision agreement dictating timelines for installation of the required infrastructure, providing for payment of development impact fees, and establishing the required security to ensure timely completion of the project.

Government Code Section 66452.6(a) provides that if a subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map (annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class

B construction, as determined by the State Allocation Board), each filing of a final map shall extend the expiration of the approved tentative map by 48 months. The adjusted amount as of April 2021 (the time of tentative map application) was \$317,941. Tract No. 6356 is responsible for payment of a total of \$219,615.73 of development impact fees, of which \$189,140.53 (excludes water and sewer hookups) will be used to fund offsite improvements. As part of its storm drainage obligations, the Tract No. 6356 will perform approximately \$130,000 of direct improvements to the Foothill Avenue Basin, bringing the total offsite improvement cost to \$319,140.53. Since that number exceeds the amount specified in GC 66452.6(a) (as adjusted), Vesting Tentative Map No. 6356 receives an automatic 48-month extension and is now valid through August 19, 2027.

The project will install enhanced open space with a value greater than its expected City Parks Impact Fee and is therefore not responsible for payment of that fee. Similarly, the project is subject to the standalone Tract 5607 Storm Drain Reimbursement Agreement, and therefore will not pay the standard City Storm Drainage Impact Fee.

Environmental

Approval of a final map is ministerial in nature, meaning that it does not involve exercise of discretion or judgment during consideration. The Council is required to approve the final map if it substantially conforms to the approved tentative map and is required to deny the final map if it does not substantially conform (Government Code (GC) Section 66474.1). Ministerial projects, expressly including approval of final maps, are exempt from environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15268(b)(3)).

Public Notice

No public notice is required for approval of a final map.

Findings

The City Engineer has reviewed the final map and improvement plans, and makes the following determinations:

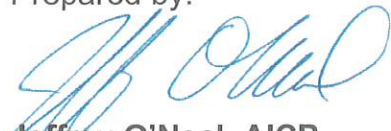
1. He has reviewed the map.
2. The subdivision as shown is substantially the same as it appeared on the tentative map.
3. The subdivider has complied with all provisions of Chapter 2 of the Subdivision Map Act (commencing with GC Section 66425) and all local ordinances in effect at the time of tentative map approval.
4. He is satisfied that the map is technically correct.

FISCAL IMPACT:

Any costs associated with review, processing, and recordation of the final map are pass-through costs that are paid by the project proponent. Development impact fees, discussed above and less any amount credited for offsite construction, would be collected to fund City capital improvements.

Prepared by:

Approved by:



Jeffrey O'Neal, AICP
City Planner

Attachments:

- Resolution No. 2022-~~XX~~
- Subdivision Agreement

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent		<input type="checkbox"/> Public Hearing		
<input type="checkbox"/> Info Item		<input type="checkbox"/> Matter Initiated by a Council Member		
<input type="checkbox"/> Action Item		<input type="checkbox"/> Other		
<input type="checkbox"/> Department Report		<input type="checkbox"/> Continued to: _____		
<input type="checkbox"/> Redevelopment Agency				

RESOLUTION 2022-~~XX~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER APPROVING THE FINAL MAP OF TRACT NO. 6356, ACCEPTING ALL DEDICATIONS INDICATED THEREON, AND ENTERING INTO A SUBDIVISION AGREEMENT THEREFOR.

WHEREAS, Adobe West, Inc., a California Corporation (Owner), has applied for approval of a final map designated as Tract No. 6356 (Map); and

WHEREAS, the Map comprises a 30-lot final map prepared pursuant to approved Vesting Tentative Map No. 6356, said Vesting Tentative Map valid as of the time of filing of the final map; and

WHEREAS, the property to be subdivided lies entirely within the corporate boundary of the City of Parlier; and

WHEREAS, all of the certificates that appear on the Map, excepting the approval certificate of the City Clerk and the recording certificate of the Fresno County Recorder, have been signed and acknowledged; and

WHEREAS, the Map conforms to all of the requirements of the Subdivision Map Act of the State of California (Govt. Code Section 66410, *et seq.*), and all City of Parlier ordinances, resolutions, and standards in effect at the time of tentative map acceptance, excepting that Government Code Sections 66492 and 66493 may not be fully complied with at the time of passage of this resolution, the owner to file with the Clerk of the Board of Supervisors of Fresno County a Tax Compliance Certificate Request along with copies of the final map considered herein by the City Council; and

WHEREAS, the Owner, whose signature appears on the Map, has offered for dedication certain streets, public utility easements, access rights, and other public properties and uses as shown and delineated on said map; and

WHEREAS, the Owner has caused to be prepared Plans, Specifications, and Detail Documents (Plans) illustrating consistent with the City of Parlier Standard Specifications and Standard Drawings and other specifications and standards as required the type, location, and extent of public improvements to be installed within and without the boundary of the Map; and

WHEREAS, the City Engineer has reviewed said Plans and has deemed that they accurately depict the requirements of said Standard Specifications, Standard Drawings, and other specifications and standards; and

WHEREAS, at the time of approval of the Map, certain of said public improvements have not been completed or accepted pursuant to the requirements of Title 16 of the Parlier Municipal Code and as a result the Owner shall be required to enter into a subdivision agreement detailing the timing of improvements, payment of fees, and bonds to be acquired to ensure timely and proper installation of said improvements; and

WHEREAS, approval of a final map is considered to be ministerial in nature, and is therefore exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15268(b)(3); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Parlier that the final map of Tract No. 6356, as incorporated herein as Exhibit A hereto, substantially conforms to approved Vesting Tentative Map No. 6356 and is hereby approved.

BE IT FURTHER RESOLVED by the City Council of the City of Parlier that the Mayor of the City is hereby authorized to sign the subdivision agreement on behalf of the City of Parlier, said subdivision agreement incorporated herein by reference.

The foregoing resolution was introduced and adopted at a special meeting of the City Council of the City of Parlier held on August 18, 2022 by the following vote to wit:

AYES:

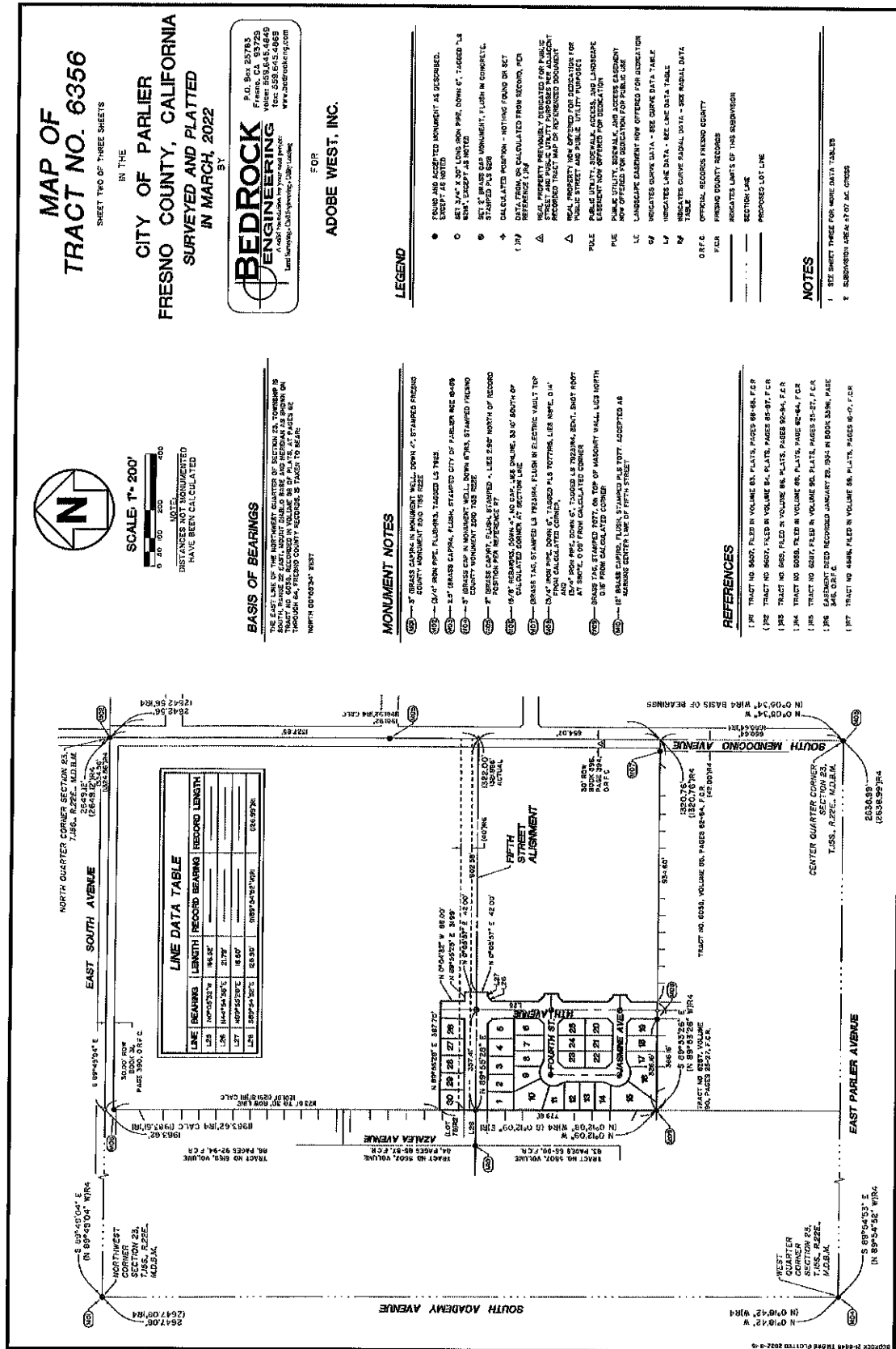
NOES:

ABSENT:

ABSTAIN:

Dorothy Garza, City Clerk

Hon. Alma Beltran, Mayor



51 SHEETS TOTAL OF THREE SHEETS

BEDROCK
ENGINEERING
A solid foundation for your next project
Land Services, Civil Engineering, Utility and more
P.O. Box 25783
Fresno, CA 93729
voice: 559.645.4649
fax: 559.645.4685
www.bedrockeng.com

Legend

● FOUND AND ACCEPTED MONUMENT AS DESCRIBED

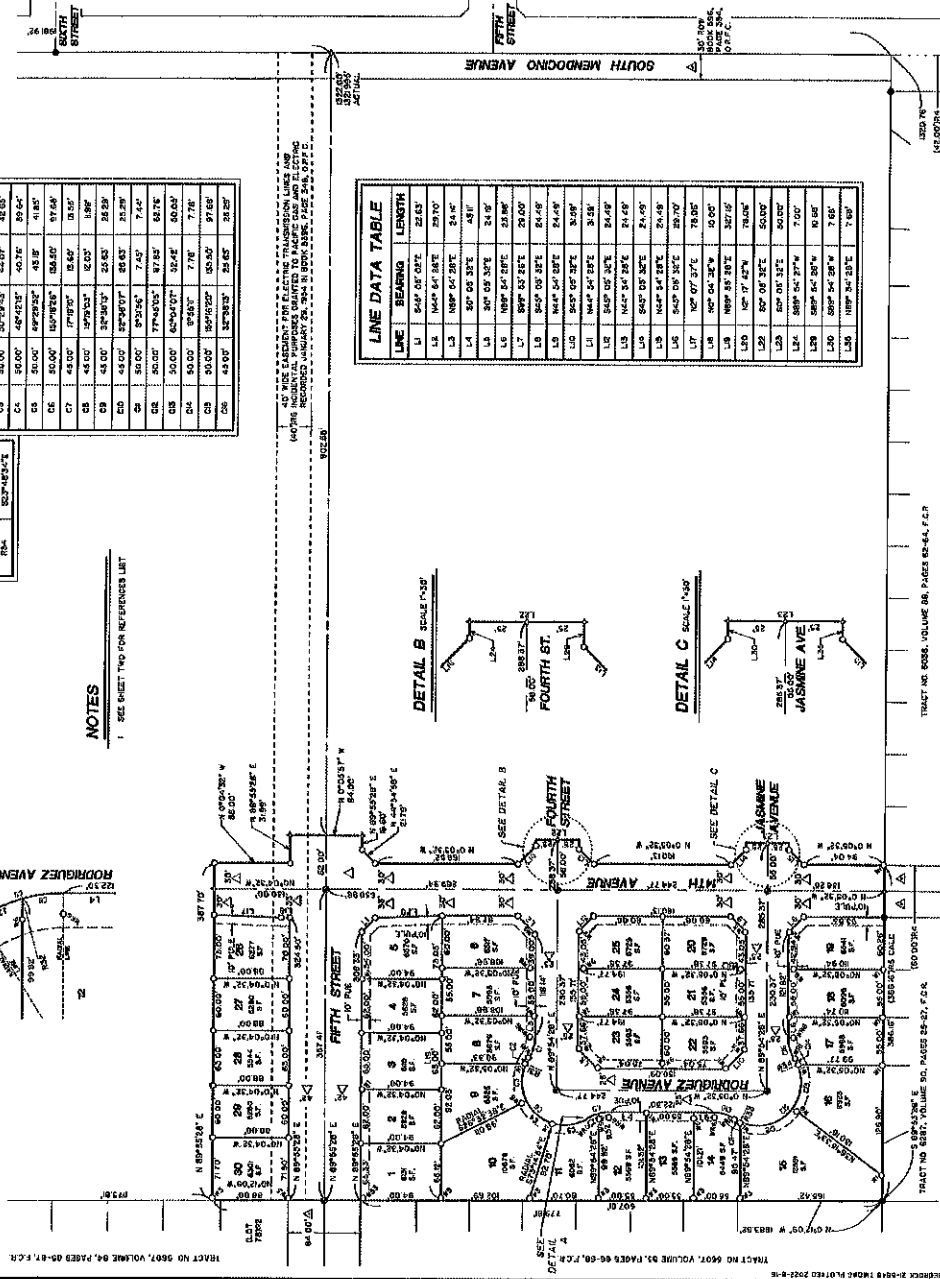
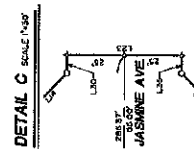
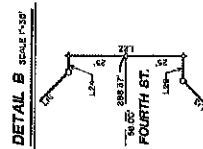
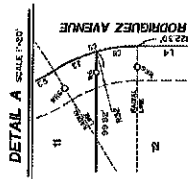
D SET 3/4" X 30" LONG IRON PIPE DOWN 6", TAPPED 1/2" 62MB AT LOT CORNER, EXCEPT AS NOTED

[illegible][illegible]

CURVE	RADIUS	DELTA	ARC LENGTH	CHORD LENGTH
C1	35.00'	30°30'30"	20.53'	25.53'
C2	30.00'	30°30'30"	7.54'	7.49'
C3	35.00'	46°45'45"	40.76'	48.90'
C4	30.00'	46°45'45"	14.76'	18.90'
C5	30.00'	46°45'45"	11.85'	14.85'
C6	30.00'	46°45'45"	15.61'	19.61'
C7	45.00'	77°07'07"	32.57'	38.57'
C8	45.00'	77°07'07"	12.57'	14.89'
C9	45.00'	32°30'30"	25.53'	26.53'
C10	45.00'	32°30'30"	95.63'	20.29'
C11	30.00'	77°45'45"	7.45'	7.45'
C12	30.00'	77°45'45"	68.76'	68.76'
C13	30.00'	60°00'00"	12.44'	10.00'
C14	30.00'	60°00'00"	7.78'	7.78'
C15	30.00'	60°00'00"	35.50'	37.69'
C16	45.00'	32°30'30"	25.53'	28.29'

LINE DATA TABLE			
LINE	BEARING	LENGTH	
L1	S 64° 05' 00" E	22.63	
L2	N 64° 05' 00" E	29.57	
L3	N 68° 54' 30" E	34.48	
L4	S 07° 03' 30" E	48.11	
L5	S 07° 03' 30" E	24.88	
L6	N 09° 54' 30" E	24.88	
L7	S 09° 53' 30" E	24.69	
L8	S 64° 05' 00" E	24.69	
L9	N 64° 05' 00" E	24.68	
L10	S 64° 05' 30" E	26.99	
L11	N 64° 05' 30" E	3.58	
L12	S 64° 05' 30" E	34.48	
L13	N 64° 05' 30" E	34.48	
L14	S 64° 05' 30" E	26.99	
L15	N 64° 05' 30" E	26.98	
L16	S 64° 05' 30" E	26.98	
L17	N 07° 03' 30" E	70.00	
L18	N 09° 54' 30" E	12.00	
L19	N 09° 54' 30" E	307.65	
L20	N 7° 42' 30" E	70.00	
L21	S 07° 03' 30" E	50.00	
L22	S 07° 03' 30" E	50.00	
L23	S 64° 05' 30" E	7.00	
L24	S 64° 05' 30" E	10.00	
L25	N 09° 54' 30" E	7.61	
L26	N 09° 54' 30" E	7.00	

SEE SHEET TWO FOR REFERENCES LIST



**SUBDIVISION AGREEMENT
TRACT No. 6356**

**CITY OF PARLIER
FRESNO COUNTY, CALIFORNIA**

THIS AGREEMENT is made this _____ day of _____, 2022, by and between the City of Parlier, a Municipal Corporation (herein "City"), and Adobe West, Inc., a California Corporation (herein "Owner"), the owner of record, without regard for number or gender.

RECITALS

- A. Owner has filed with the City a Final Map proposing the subdivision of land owned by Owner, and referred to as Tract No. 6356, situated in the City of Parlier, along with certain Plans, Specifications, and Detail Documents. Upon requesting approval by the City, Owner shall deliver all required documents and pay all fees required under the Parlier Municipal Code, and this Agreement.
- B. City requires as a condition precedent to the acceptance and approval of the Final Map the dedication of such streets, highways and public places and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and also requires any and all streets delineated and shown on the Final Map shall be improved by the construction and the installation of the improvements hereinafter specified.
- C. Section 16.10.050 of the Parlier Municipal Code requires the Owner to enter into this Agreement with City whereby Owner agrees to do, perform, and complete the work and matters required as Conditions of Approval for Vesting Tentative Tract Map No. 6356 as set forth in Exhibit "C" attached hereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.
- D. Owner desires to construct the improvements and develop the Subject Property.
- E. Owner hereby warrants that any and all parties having record title interest in the Final Map which could ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part hereof.

AGREEMENT

In consideration of approval by the **City** of the Final Map of Tract No. 6356 for filing and recording as provided and required by law, it is mutually agreed and understood by and between Owner and City as follows:

1. Owner shall perform the onsite and offsite work and improvements hereinafter specified to the satisfaction of the City Engineer. Owner understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this agreement.

In any event, the **Owner** agrees to furnish and install the following and agrees to complete all improvements hereinafter specified to the satisfaction of the City Building Official and the City Engineer within a period not to exceed eighteen (18) months.

The Owner agrees to construct all improvements per the drawings and specifications on file with the City and the time allotted per the following schedule:

	<u>Date of Completion</u>
Onsite and Offsite Grading	8-18-2023
Water Facilities	8-18-2023
Sewer Facilities	8-18-2023
Storm Drainage Facilities	8-18-2023
Gas, Electrical, and Telephone Facilities	8-18-2023
Street Improvements including Sidewalks	8-18-2023
Streetlights and Signage	8-18-2023

The preceding schedule notwithstanding, Owner may elect to postpone installation of publicly-maintained landscaped areas, including fencing and walls appurtenant thereto, until such time as building permits are acquired for the homes on lots directly abutting the relevant portions of said landscaping.

If the construction of the improvements shall be delayed without the fault of Owner, the time for completion thereof may be extended by the City Council for such period as the City Council may deem reasonable.

Building permits for homes within the Division may be issued once the water system has been installed, tested and accepted by City, and fire protection is available to the lots within the Division. However, all construction covered by this agreement shall be completed prior to issuance of any Certificates of Occupancy for dwellings within the Division. No model home certificates of occupancy will be allowed. Certificates of Occupancy may be issued by the Building Official at his discretion upon completion of all improvements and all building construction in accordance with applicable codes, standards and this Agreement.

2. Wherever used in this agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:
 - a. "Engineer" shall mean the City Engineer of the City of Parlier, or duly authorized representative.
 - b. "Inspector" shall mean the City Engineer, and/or the City Building Official, Building Inspector, Public Works Director, and/or Public Utilities Director of the City of Parlier.
 - c. "Standard Specifications" shall mean the Standard Specifications of the City of Parlier, as amended; and State Standard Specifications, current revision, as applicable, including attached details and amendments thereto.

- d. "Division" shall mean and include the real property shown and described on the final map of Tract No. 6356, including street areas of adjacent existing public streets to the centerlines thereof.
3. All of the work and improvements and materials shall be performed, installed, and provided in strict accordance with the Standard Specifications, and all applicable Building Codes incorporated herein as though set forth in full. All said work and improvements shall also comply with the requirements of the City of Parlier Municipal Code. All of said work and improvements and materials shall be done, performed, and installed under the supervision of the Engineer and the Building Official of the City of Parlier, under whose directions the work shall be inspected as it progresses.
- Notwithstanding the fact the Owner's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval of the City hereof shall in no way relieve Owner of satisfactorily performing said work or Owner's obligations hereunder.
4. Owner agrees to perform and construct all work and improvements shown on the approved Plans on file with the Building Official of the City of Parlier,
5. Owner and City hereby agree that Owner is obligated to pay those fees and charges as set forth on Exhibit "A", attached hereto and incorporated herein by reference. Said fees and charges are due and payable upon approval of the Agreement by the City, unless agreed otherwise. City fees shall be collected per City regulations, or upon issuance of individual occupancy permits for residences within the tract as agreed between Owner and City in accordance with applicable City ordinances and regulations.
6. Neither City nor any of its officers or agents shall be liable to Owner or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract.
7. City shall not be liable to Owner or to other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the subdivision of said land covered by this agreement, or any part thereof.
8. Owner hereby releases and agrees to indemnify and hold harmless City and its officers, agents, and employees from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever, the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or non-performance of any or all work to be done in and upon the public street rights-of-way and upon the premises adjacent thereto pursuant to this agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Owner, the Owner's agents, employees, and subcontractors, while engaged in the performance of said work.

Prior to the commencement of any work pursuant to this contract, Owner's contractors shall furnish to City satisfactory evidence of insurance policies written upon forms and by companies which meet with the approval of the City, insuring City and its respective officers, agents, and employees against loss or liability which may arise during the work of which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of:

- a. Comprehensive Liability (including operations, products and completed operations.) \$2,000,000 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 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. Auto Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Workers Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Said policy or policies shall include coverage for underground explosion and collapse. Said policy shall be in favor of Owner or Owner's contractors and of the City, A&M Consulting Engineers, Inc. (City Engineer), and their respective officers, agents, and employees and shall be maintained in full force and effect during the life of this agreement. Said policy shall state by its terms and by an endorsement that said policy shall not be cancelled until City shall have had at least 30 days' notice in writing of such cancellation. The Owner shall furnish the City with a copy of any and all insurance policies, along with a declarations page for each, adding the above-named entities as additional insured.

9. Upon completion of the improvements agreed to herein, Owner shall file a Notice of Completion of the improvements herein specified pursuant to Government Code Section 66499(b). This instrument shall be recorded and indexed in the Grantor Index to the names of all record owners of the property and in the Grantee Index to the City.
10. At the time Plans, Specifications, and Detail Documents for offsite and onsite improvements are approved, Owner shall submit the final documents and shall furnish to the City in a form acceptable to the City Attorney the following:
 - a. Improvement security in the amount of one hundred percent (100%) of the total estimated cost for the faithful performance of all work and improvements required by this agreement;
 - b. Improvement security in the amount of fifty percent (50%) of the estimated cost of all required work to secure payment to the Contractor, his or her subcontractors, and to persons renting equipment or furnishing labor or materials for such improvements.

- c. Improvement security to secure the maintenance of the improvements for a period of one (1) year after the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, in the performance of the agreement with the City or the performance of the act. Said security shall not exceed an amount equal to twenty-five percent (25%) of the estimated cost of furnishing and installing said facilities. This security shall be in addition to any warranty required of the manufacturer.
 - d. Security in the amount equal to the estimated cost of placing all monuments and lot corners not set at the time the Final Map is recorded, as specified by the Subdivision Ordinance.
 - e. As a part of the obligation guaranteed by the security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's and administration fees, incurred by the local agency in successfully enforcing the obligation secured.
 - f. Security in the estimated amount of taxes and special assessments collected as taxes which are a lien but which are not as yet payable as referred to in Government Code Section 66493, or satisfactory evidence in the form of a written receipt of prepayment of said taxes and special assessments as described herein at the time of recordation of the Final Map.
11. Owner and Owner's contractors and subcontractors shall pay for any materials, provisions and other supplies or terms used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with City pursuant to Section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration for the period of construction.
 12. Compaction soil tests and retests shall be paid for by Owner. Street and onsite utility trench tests shall be taken in varying locations and depths as required and directed by the Engineer.
 13. Owner shall comply with Street, Plumbing, Electrical, and Zoning Codes and any other Codes of the City, and Owner shall secure an Encroachment Permit before working within any City of Parlier public right-of-way.
 14. Owner shall coordinate all work done by Owner's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Owner to timely notify the City Engineer may cause delay for which Owner shall be solely responsible.

Whenever Owner varies the period during which work is carried on each day, Owner shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to exposure, inspection, and potential rejection.

Inspection of the work shall not relieve Owner of any of Owner's obligations to fulfill the Agreement as prescribed. Defective work shall be made good by Owner and unsuitable materials will be rejected when discovered, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked by the City Engineer, Inspector and/or Building Official and accepted.

15. Any damage to the Public Water, Sewer, or Stormwater Systems, concrete work, or street paving that occurs after installation and prior to final acceptance shall be made good to the satisfaction of the City Engineer by Owner before release of bonds and final acceptance of completed work.
16. Adequate dust and mud control shall be maintained by Owner on all onsite and offsite work required to be done under this agreement from the time work is first commenced in the development until the paving is completed. "Adequate dust control" as used herein shall mean the sprinkling with water and/or the laying of a coat of dust palliative thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment.

Whenever in the opinion of the City Engineer adequate dust control is not being maintained as required by this paragraph and the requirements of the SJVAPCD, the City Engineer shall give notice to Owner to comply with the provisions of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this agreement on behalf of Owner, or a superintendent or foreman of Owner or Owner's subcontractor at the subdivision or, at the election of the City Engineer, such notice may be mailed to Owner or Owner's address on file with the City Engineer.

If within twenty-four (24) hours after such personal service of such notice or within forty-eight (48) hours after the mailing thereof as herein provided Owner shall not have commenced to maintain adequate dust control or shall at any time hereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such work to be completed by City forces or by others, as he may deem advisable to eliminate the scattering of dust. Owner agrees to pay to City forthwith, upon receipt of billing therefore, the entire cost to City of such work. When the surfacing on any existing street area is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

17. Owner shall perform all work within the public rights-of-way and install all street improvements in accordance with Title 16, Chapter 16.08 of the Municipal Code of the City of Parlier, the City of Parlier Standard Specifications, and the State of California Department of Transportation Standard Specifications, current edition, and the approved construction plans.

18. Concrete curbs and gutters, the sanitary sewer system, water system, storm drainage pipeline and structures, together with water mains, gas mains, and their respective service connections, shall be completed and accepted by the City Engineer before finish pavement improvements are started.
19. Time is of the essence of this agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.
20. No assignment of this agreement nor of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the prior written consent of City.
21. This agreement includes the following Exhibits that are included herewith and made a part of this agreement:
 - a. Exhibit A — Fees and Security Requirements
 - b. Exhibit B — Security
 - c. Exhibit C — Resolution and Conditions of Approval, Vesting Tentative Map No. 6356
 - d. Exhibit D — Final Map, Tract No. 6356
22. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this agreement, or the security herewith, the prevailing party in such action shall be awarded reasonable attorney's fees and court costs as may be determined by the court.
23. Owner agrees to defend, indemnify, and hold harmless the City, and its respective agents, officers, and employees from any claim, action, or proceeding against any of them to attack, set aside, void, or annul, any approval of the City or Fresno County concerning action brought within the time period provided for in Government Code Section 66499.37. The City agrees to properly notify the Owner of any claim, action or proceeding, and the City agrees to cooperate fully in the defense.
24. In the event an extension is granted to the time within which all work is to be completed, the Owner agrees that it will comply with all the applicable improvement standards in effect at the time the extension is granted.
25. It is agreed that all conditions of approval shall apply to and be included in this Agreement.
26. The City Engineer is assumed to be a just arbitrator between City, Owner, and the Contractor, and the entire work is under his jurisdiction to such end. It is his function to interpret the drawings and specifications and pass judgment upon merits of materials and workmanship.
27. The Owner agrees to obtain a City of Parlier Business License for the General Contractor and for each of the Sub-Contractors performing construction work on the improvements.

28. Pursuant to Government Code Section 66462 and Parlier Municipal Code Section 16.10.050, the undersigned hereby certify and acknowledge that the construction of improvements identified herein shall be completed on or before November 30, 2023 or any approved extension thereof.
29. The Owner acknowledges that the City has formed a lighting and landscaping maintenance district (the "LLMD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to finance all or a portion of the cost of maintaining major street landscaping and street lights, as well any other services determined by the City which are allowed to be financed pursuant to the Act, that are in addition to those provided in the territory within the LLMD prior to the formation of the LLMD and do not supplant services already available within the territory proposed to be included in the LLMD and to levy a special tax to pay for such services. The Owner agrees to include Tract No. 6356 in the LLMD or annex Tract No. 6356 into the LLMD, and the Owner shall cooperate with the City and take any necessary actions in order to assist the City in annexing Tract No. 6356 into the LLMD. In furtherance of the foregoing, the Owner agrees to approve the levy of a special tax on any residential dwelling unit.

In the event the Owner does not cooperate with the City and Tract No. 6356 is not included in the LLMD or annexed into the LLMD, the Owner agrees to pay the City an amount equal to the present value of all future special tax that would have been levied within Tract No. 6356 using a discount rate determined by the City in its sole discretion and assuming sixty (60) years of levy, which shall be used to mitigate the impact on the City's general fund in providing funds to finance the services described above.

(Signatures on Following Page)

The parties have executed this agreement on the day and year first above written.

OWNER: ADOBE WEST, INC., a California Corporation:

Michael J. Schafer, President

CITY: CITY OF PARLIER, a Municipal Corporation

Hon. Alma Beltran, Mayor

ATTEST:

Dorothy Garza, City Clerk

APPROVED AS TO FORM:

Neal E. Costanzo, City Attorney

EXHIBIT "A"
DEVELOPMENT FEES AND BOND REQUIREMENTS
(Fees based upon 2014 City of Parlier Development Impact Fee Schedule for Low Density Development)

Fees are calculated based on the area of single-family development within Tract No. 6356. Future development of the remaining area of the project site will pay applicable fees at the time that development occurs. Fees 1 through 9 are due and payable per unit at the time the Occupancy Permit is issued. Due to rounding, various fee calculations may not add up.

1.	City Management & General Services \$319.53 per acre x 7.07 acres (\$75.30 per unit for Tract No. 6356 <u>only</u>)	\$2,259.08
2.	Public Safety \$319.53 per acre x 7.07 acres (\$75.30 per unit for Tract No. 6356 <u>only</u>)	\$2,259.08
3.	Storm Drainage \$2,396.47 per acre x 7.07 acres	\$0.00 ¹
4.	Wastewater Treatment \$1,834.11 per unit x 30 units	\$55,023.30
5.	Domestic Water \$2,156.84 per unit x 30 units	\$64,705.20
6.	Fire Flow \$1,078.40 per unit x 30 units	\$32,352.00
7.	City Parks \$559.18 per unit x 30 units	\$0.00 ²
8.	Water Hook-up \$400.19 per unit x 30 units	\$12,005.70
9.	Sewer Hook-up \$615.65 per unit x 30 units	\$18,469.50
10.	Storm Drain Improvement Benefit Charge Per Tract 5607 Reimbursement Agreement \$28,137.74 ("Parcel 3" obligation) x 0.1768 ³ (\$165.83 per unit for Tract No. 6356 <u>only</u>)	\$4,974.75
11.	Sewer Interceptor Benefit Charge Per 2009 Zone of Benefit Study \$155,922.60 ("Parcel 3" obligation) x 0.1768 ² (\$917.90 per unit for Tract No. 6356 <u>only</u>)	\$27,567.12
TOTAL DEVELOPMENT IMPACT FEES		\$219,615.73

¹ Project is subject to the Tract 5607 Storm Drain Reimbursement Agreement.

² Project is installing public open space with costs exceeding the value of the City Parks Fee.

³ The final map of Tract No. 6356 occupies 7.07 acres (17.68%) of the 40.00-acre parcel of land identified as "Parcel 3" in both the Tract 5607 Storm Drain Reimbursement Agreement and the Tract 5615 Sewer Interceptor Zone of Benefit Study. Accordingly, Tract No. 6356 is responsible for payment of 17.68% of the obligation for Parcel 3 pursuant to both of those reimbursement documents.

12. Other (due upon approval of agreement and before construction)
- (a) Deposit estimated plan check fees \$10,000.00
(Owner will be required to pay any cost that exceeds the deposited amount shown)
 - (b) Deposit estimated inspection fees \$35,000.00
(Owner will be required to pay any cost that exceeds the deposited amount shown)
 - (c) Performance bond, lien, cash deposit, \$868,400.00
approved by the City Attorney
 - (d) Labor and material bond, lien, cash deposit \$434,200.00
approved by City Attorney
 - (e) Warranty security bond to guarantee work against \$217,100.00
defects in materials or labor for a period of one (1)
year following acceptance of improvements
 - (f) A surety bond approved by the City Attorney to \$5,000.00
guarantee payment for placing street monuments and lot corners
 - (g) A cash security in the amount of taxes which are a lien but are not yet
payable, or evidence of taxes paid (for maps filed for recordation in
November or December). Amount to be determined by Fresno County
Auditor.

EXHIBIT "B"

SECURITY

Subdivider/Owner shall provide City with a Bond or Bonds, reflecting the amounts set forth in items 10(b) through and including 10(e) of Exhibit "A".

In lieu of **Subdivider/Owner's** providing bonds or other form of improvement security, **Subdivider/Owner** may elect to provide **City** with a letter from an acceptable financial institution reflecting the amounts set forth in Exhibit "A" and terms of disbursement substantially in accordance with the following terms:

1. **Subdivider/Owner** shall deposit said funds in an interest bearing account with funds readily available in an acceptable bank with all interest earned to remain the property of the **Subdivider/Owner**.
2. Funds are to be used for payment of the off-site improvements as shown on the approved plans.
3. Progress payment requests will be reviewed and approved by the **Engineer**.
4. Disbursement of funds will require signatures of both the **City Clerk** and the **City Manager**.
5. All remaining funds and interest in the account shall be immediately released to the **Subdivider/Owner** upon completion of the work and final acceptance by the City of Parlier.

All other fees and expenses identified in Exhibit "A" shall be due and payable in accordance with the terms set out therein.

EXHIBIT "C"
CONDITIONS OF APPROVAL

Reference City of Parlier City Council Resolution No. 2021-50, dated August 19, 2021, approving the Vesting Tentative Map of Tract No. 6356 (listed as Exhibit "A") and the Conditions of Approval (listed as Exhibit "B").

Exhibit "D"
Final Map

Reference FINAL MAP OF TRACT NO. 6356 as approved by City of Parlier City Council Resolution No. **20-XX**, dated August 18, 2022.

Said final map recorded concurrently herewith, in Fresno County Records.