

**ALL CELL PHONES AND ELECTRONIC DEVICES MUST BE  
TURNED OFF IN THE COUNCIL CHAMBERS**

**A G E N D A  
REEDLEY CITY COUNCIL MEETING**

**7:00 P.M.**

**TUESDAY, December 10, 2019**

**Meeting Held in the Council Chambers  
845 "G" Street, Reedley, California**

The Council Chambers are accessible to the physically disabled. Requests for additional accommodations for the disabled, including auxiliary aids or services, should be made one week prior to the meeting by contacting the City Clerk at 637-4200 ext. 212.

Any document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such documents may be posted on the City's website.

Unless otherwise required by law to be accepted by the City at or prior to a Council meeting or hearing, no documents shall be accepted for Council review unless they are first submitted to the City Clerk by the close of business one day prior to said Council meeting/hearing at which the Council will consider the item to which the documents relate, pursuant to the adopted City Council Protocols.

City of Reedley's Internet Address is [www.reedley.ca.gov](http://www.reedley.ca.gov)

Frank Piñon, Mayor

Mary Fast, Mayor Pro Tem  
Anita Betancourt, Council Member

Robert Beck, Council Member  
Ray Soleno, Council Member

**MEETING CALLED TO ORDER**

**INVOCATION** – Stephen Penner, Pastor of the First Mennonite Church

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

1. INTRODUCTION OF NEW RESERVE POLICE OFFICERS VICTOR PEREZ AND GIVANNI MEDINA.
2. INTRODUCTION OF JODI BOTELLO, SENIOR COORDINATOR & RECREATION COORDINATOR, JESUS RODRIGUEZ.
3. PRESENTATION BY THE REEDLEY YOUTH COALITION ON UPDATES ON VAPING.

**PUBLIC COMMENT** – Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council’s jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager’s office. Speakers should limit their comments to not more than three (3) minutes. No more than ten (10) minutes per issue will be allowed. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the Council as each item is brought up for discussion.

### NOTICE TO PUBLIC

**CONSENT AGENDA** items are considered routine in nature and voted upon as one item. Under a **CONSENT AGENDA** category, a recommended course of action for each item is made. Any Council Member may remove any item from the **CONSENT AGENDA** in order to discuss and/or change the recommended Course of action, and the Council can approve the remainder of the **CONSENT AGENDA**. A Council Member’s vote in favor of the **CONSENT AGENDA** is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of the **CONSENT AGENDA** are deemed to include a motion to waive the full reading of any ordinance on the **CONSENT AGENDA**. For **adoption of ordinances**, only those that have received a unanimous vote upon introduction are considered **CONSENT** items.

#### CONSENT AGENDA (Item 4-8)

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

4. MINUTES OF THE REGULAR COUNCIL MEETINGS OF AUGUST 27, 2019 & SEPTEMBER 24, 2019. SPECIAL JOINT MEETING WITH PLANNING COMMISSIONERS OF SEPTEMBER 24, 2019 AND SPECIAL COUNCIL MEETING OF OCTOBER 8, 2019. (City Clerk)  
Staff Recommendation: Approve
5. APPROVE MAYOR PIÑON TO ATTEND THE LEAGUE OF CALIFORNIA CITIES’ NEW MAYORS AND COUNCIL MEMBERS CONFERENCE IN SACRAMENTO IN JANUARY 2020 PER SECTION 8 OF THE CITY OF REEDLEY’S “EXPENSE AND TRAVEL/CONFERENCE POLICY FOR LEGISLATIVE OFFICIALS”. – (Administration)  
Staff Recommendation: Approve
6. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE FY20 AIP PRE-APPLICATION PACKET REQUESTING A DESIGN GRANT FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE APRON PAVEMENT RECONSTRUCTION. – (Community Services)  
Staff Recommendation: Approve
7. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A SERVICES AGREEMENT WITH SPECTRUM ENERGY SOLUTIONS, LLC FOR ONGOING UTILITY ENERGY USE AUDIT SERVICES AND IMPLEMENTATION & MONITORING OF COST SAVING MEASURES – (Administrative Services)  
Staff Recommendation: Approve

8. SECOND READING AND ADOPTION OF ORDINANCE NO. 2019-009, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING SECTION 4-1-6 AND AMENDING VARIOUS PROVISIONS OF CHAPTER 1 OF TITLE 8 OF THE REEDLEY MUNICIPAL CODE PERTAINING TO WATER SYSTEM REGULATIONS. – (Public Works)  
Staff Recommendation: Approve

## **PUBLIC HEARING**

**ORDINANCES** - *With respect to the approval of ordinances, the reading of the title thereto shall be deemed a motion to waive a reading of the complete ordinance and unless there is a request by a Council Member that the ordinance be read in full, further reading of the ordinance shall be deemed waived by unanimous consent of the Council.*

9. APPROVE ORDINANCE 2019-008 AMENDING CHAPTER 1 OF TITLE 9 OF THE REEDLEY CITY CODE RELATING TO BUILDING CODES. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Fire/Building)  
Staff Recommendation: Approve
10. ADOPT RESOLUTION 2019-099, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION (ANNEXATION 16), DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDMENT TO NOTICE OF SPECIAL TAX LIEN. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Administrative Services)  
Staff Recommendation: Approve
11. ADOPT RESOLUTION NO. 2019-107 FOR PROPOSED ANNEXATION OF PHASE ONE OF TRACT 6196 (SELF-HELP) INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1.
- A. OPEN PUBLIC HEARING FOR THE ANNEXATION OF TRACT 6196 SELF-HELP INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING DISTRICT NO. 1, ZONE Z. CLOSE THE PUBLIC HEARING AND OPEN BALLOT.
  - B. ADOPT RESOLUTION NO. 2019-107 OF THE CITY OF COUNCIL OF THE CITY OF REEDLEY APPROVING THE ANNEXATION OF TRACT 6196 SELF-HELP INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1, ZONE Z.
- Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Community Development)  
Staff Recommendation: Approve
12. ADOPT RESOLUTION NO. 2019-108 FOR PROPOSED ANNEXATION OF TRACT 6206 ALMOND GROVE INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1.

- A. OPEN PUBLIC HEARING FOR THE ANNEXATION OF TRACT 6206 ALMOND GROVE INTO THE CITY'S LANDSCAPE AND LIGHTING DISTRICT NO. 1, ZONE Y. CLOSE THE PUBLIC HEARING AND OPEN BALLOT.
- B. ADOPT RESOLUTION NO. 2019-108 OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE ANNEXATION OF TRACT 6206 ALMOND GROVE INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1, ZONE Y.

Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Community Development)

Staff Recommendation: Approve

## **ADMINISTRATIVE BUSINESS**

- 13. ADOPT RESOLUTION NO. 2019-103, APPROVING THE PLACEMENT OF STOP SIGNS ON DEL ALTAIR AVE AT THE INTERSECTIONS OF BEECH AVE AND HUNTSMAN AVE CREATING FOUR-WAY STOP CONTROLLED INTERSECTIONS. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Public Works)

Staff Recommendation: Approve

- 14. ADOPT RESOLUTION NO. 2019-109 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF WASTEWATER REVENUE REFUNDING BONDS TO REFINANCE OUTSTANDING WASTEWATER SYSTEM OBLIGATIONS OF THE CITY IN AN AMOUNT NOT TO EXCEED \$15,750,000, AND APPROVING RELATED AGREEMENTS AND ACTIONS. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Administrative Services)

Staff Recommendation: Approve

- 15. ADOPT RESOLUTION NO. 2019-106 APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE TWO OF TENTATIVE SUBDIVISION MAP 6206 (ALMOND GROVE). - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Community Development)

Staff Recommendation: Approve

## **WORKSHOP**

- 16. PRESENTATION OF JUNE 30, 2019 ACTUARIAL VALUATION OF RETIREE HEALTHCARE PLAN – (Administrative Services)

## **RECEIVE INFORMATION & REPORTS**

*These items are formal transmittals of information to the Reedley City Council. They are not voted upon by the Reedley City Council. Members of the public who have questions on these items are suggested to call City staff members during regular business hours.*

- 17. MINUTES OF THE REGULAR MEETING OF OCTOBER 3, 2019 OF THE REEDLEY PLANNING COMMISSION. – (Community Development)

18. MINUTES OF THE REGULAR MEETING OF OCTOBER 3, 2019 OF THE REEDLEY AIRPORT COMMISSION MEETING. – (Community Services)
19. 2020 CENSUS PROCESS UPDATE. – (Community Development)
20. REEDLEY'S RIVER CITY THEATRE COMPANY FINANCIAL REPORTS. – (Community Services)

### **COUNCIL REPORTS**

21. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

### **STAFF REPORTS**

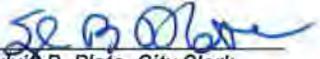
22. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

### **ADJOURNMENT**

**Dates to Remember:**

December 24, 2019 – May go dark  
January 14, 2019 – Regular Council Meeting  
January 28, 2019 – Regular Council Meeting

*I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 5th day of December 2019.*

  
Sylvia B. Plata, City Clerk

## **REEDLEY CITY COUNCIL MEETING – August 27, 2019**

*A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)*

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The regular meeting of the Reedley City Council meeting was called to order by Mayor Frank Piñon at 7:00 p.m. on Tuesday, August 27, 2019 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**INVOCATION** – Micah Thiesen, Middle School Director for Mennonite Brethren Church

### **PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Council Member Betancourt.

### **ROLL CALL**

Council Members

Present: Robert Beck, Anita Betancourt, Mary Fast, Ray Soleno, Frank Piñon.

Absent: None.

### **AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

City Manager, Nicole Zieba announced that there were no changes to the agenda, however the supporting documents for Items #11 and #12 needed to be swapped.

Council Member Fast moved, Mayor Piñon seconded to accept and approve agenda.

Motion unanimously **carried**.

### **PRESENTATION**

#### **1. INTRODUCTION OF NEW POLICE OFFICER, KALLEE OLIVAS.**

Chief Garza introduced Officer Kallee Olivas and provided personal information and prior law enforcement experience.

#### **2. INTRODUCTION OF NEW ADMINISTRATIVE ASSISTANT, KAYLA CHENEY**

Sarah Reid, Community Services Director introduced Kayla Cheney; replacing Denise Phariss, who had recently retired. Ms. Reid provided information on Kayla’s prior experience and Council welcomed Ms. Cheney to the City of Reedley.

#### **3. INTRODUCTION OF ASAMI NELSON AND ERIKA SOSA AS THE 2019/2020 COMMUNITY SERVICES COMMISSION YOUTH REPRESENTATIVES.**

Sarah Reid, Community Services Director introduced Erika Sosa as the 2019/2020 Community Services Commission Youth Representative. Ms. Nelson was unable to attend due to prior commitment with Reedley High School marching band. Ms. Reid provided the information each of the representatives and on the responsibilities to the commission.

#### **4. VIDEO PRESENTATION BY ERIK VALENCIA, GREATER REEDLEY CHAMBER OF COMMERCE EXECUTIVE DIRECTOR**

Erik Valencia, Chamber Executive Director provided updated information on the Greater Reedley Chamber of Commerce and their increased activities with the dissolution of the Reedley Downtown Association. Mr. Valencia invited Council to the newest event “Art Hop”, which would kick off with a celebration of the new mural on the Bank of the America building on September 12, 2019. He provided additional information on various other events taking place in Reedley. He thanked Council for supporting staff for all their help. A short video was presented which promoted the City of Reedley.

### **PUBLIC COMMENT**

None.

**REEDLEY CITY COUNCIL MEETING – August 27, 2019**  
**CONSENT AGENDA (Item 5-9)**

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

Council Member Fast asked to remove agenda item #7 and #8 for discussion.

Council Member Betancourt moved, Council Member Beck seconded to accept, approve and adopt all items listed under the **CONSENT AGENDA** as follow:

5. MINUTES OF THE REGULAR COUNCIL MEETINGS OF JUNE 25, 2019, AND SPECIAL MEETING OF JUNE 11, 2019. – *Approved*
6. APPROVE AND AUTHORIZE THE CITY MANAGER TO SUBMIT AN APPLICATION ON BEHALF OF THE POLICE DEPARTMENT FOR THE FY2019/20 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FROM THE UNITED STATES OFFICE OF JUSTICE PROGRAMS. – *Approved*
7. RATIFICATION OF APPROVAL FOR COUNCIL MEMBER FAST TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE IN OCTOBER 2019 AND DESIGNATE HER AS THE CITY OF REEDLEY'S VOTING DELEGATE AT THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING. – *Removed for discussion*
8. ADOPT RESOLUTION NO. 2019-064 APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH VRPA TECHNOLOGIES, INC. FOR THE FORMULATION OF A FARMLAND PRESERVATION PROGRAM FOR THE CITY OF REEDLEY. – *Removed for discussion*
9. ADOPT RESOLUTION 2019-075 DECLARING LISTED VEHICLES AND EQUIPMENT AS SURPLUS.- *Approved*

*Remaining consent items approved with the motion unanimously carried.*

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7. RATIFICATION OF APPROVAL FOR COUNCIL MEMBER FAST TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE IN OCTOBER 2019 AND DESIGNATE HER AS THE CITY OF REEDLEY'S VOTING DELEGATE AT THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING.

Council Member Fast asked to abstain from the vote. City Manager, Nicole Zieba explained that under the city's new policy any conference or travel expense needed to be approved by Council for any Council Member. In this case Council Member Fast was the only Council Member available to attend and in addition the league required that the City Council approve the city's voting delegate for the conference.

Council Member Betancourt moved, Council Member Fast seconded to accept and APPROVE FOR COUNCIL MEMBER FAST TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE IN OCTOBER 2019 AND DESIGNATE HER AS THE CITY OF REEDLEY'S VOTING DELEGATE AT THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING.

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

8. ADOPT RESOLUTION NO. 2019-064 APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH VRPA TECHNOLOGIES, INC. FOR THE FORMULATION OF A FARMLAND PRESERVATION PROGRAM FOR THE CITY OF REEDLEY.

Council Member Fast asked for a clearer copy of the list of prior projects and asked that staff email Council a copy of the color version. Rob Terry, Community Development Director provided information on VRPA Technologies' qualifications for this job, stating that they had extensive experience in San Joaquin Valley and specialized in items throughout Fresno County.

## REEDLEY CITY COUNCIL MEETING – August 27, 2019

Council Member Fast moved, Council Member Beck seconded to accept, approve and ADOPT RESOLUTION NO. 2019-064 APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH VRPA TECHNOLOGIES, INC. FOR THE FORMULATION OF A FARMLAND PRESERVATION PROGRAM FOR THE CITY OF REEDLEY.

Motion unanimously **carried**.

### ADMINISTRATIVE BUSINESS

10. ADOPT RESOLUTION NO. 2019-059 APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE ONE OF VESTING TENTATIVE SUBDIVISION MAP 6196.

The item before Council was due to the request of the owner of the Vesting Tentative Subdivision Map Phase One, 6196. Their request was for Council to approve of the final map for phase one associated with their project and also approving the entering into a Subdivision Improvement Agreement for a timely completion of the public facilities associated with Phase One of their project. Council's role in the final map process was that of an administrative action as items had been approved through tentative map process. The applicant then had the opportunity to take the approved tentative map with the associated conditions of approval and prepare the final map. Mr. Terry reviewed the tentative subdivision map and answered Council's questions

Betsy McGovern Garcia, Director of Real Estate Development for Self-Help Enterprises. – They encourage family members, friends and other community members to help contribute volunteer hours towards the construction of the homes and required a minimum of twenty hours per week from individual that is going to live in the home or is on the mortgage and the balance of those hours could come from friends and family members.

Council Member Betancourt moved, Council Member Soleno seconded to accept, approve and ADOPT RESOLUTION NO. 2019-059 APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE ONE OF VESTING TENTATIVE SUBDIVISION MAP 6196.

Motion unanimously **carried**.

11. ADOPT RESOLUTION NO. 2019-074 AMENDING THE FY 2019-20 ADOPTED BUDGET TO APPROPRIATE \$11,077 IN ADDITIONAL UTILITY ENTERPRISE FUNDS FOR PROGRAMMING UPDATES TO CITY UTILITY BILLING SOFTWARE TO BE COMPLIANT WITH SB998 REQUIREMENT EFFECTIVE FEBRUARY 1, 2020.

Paul Melikian, Assistant City Manager said that this item was a request for additional \$11,077 from the Utility Enterprise Funds for programming changes and updates to the city's billing software as a result of the a new law passed last year and is in effect on February 2020. Mr. Melikian updated Council on the impact and operations of the utility billing in staying compliant with SB998.

Council Member Fast moved, Council Member Beck seconded to accept, approve and ADOPT RESOLUTION NO. 2019-074 AMENDING THE FY 2019-20 ADOPTED BUDGET TO APPROPRIATE \$11,077 IN ADDITIONAL UTILITY ENTERPRISE FUNDS FOR PROGRAMMING UPDATES TO CITY UTILITY BILLING SOFTWARE TO BE COMPLIANT WITH SB998 REQUIREMENT EFFECTIVE FEBRUARY 1, 2020.

Motion unanimously **carried**.

12. ADOPT RESOLUTION NO. 2019-076 OF THE CITY COUNCIL OF THE CITY OF REEDLEY DECLARING A FISCAL EMERGENCY IN ORDER TO PLACE A GENERAL PURPOSE TAX BALLOT MEASURE ON THE MARCH 3, 2020 STATEWIDE PRIMARY ELECTION AND REQUEST THE CITY ATTORNEY TO PREPARE AN ORDINANCE FOR PLACEMENT ON THE MARCH 2020 BALLOT, AND ALL NECESSARY DOCUMENTS IN SUPPORT THEREOF.

Paul Melikian, Assistant City Manager stated that the last Council meeting, Council had received a detail forecast in the General Fund that built upon ongoing information presented to the Council regarding the City continuing to experience significant increases in expenses that outpaced available revenue resources that ultimately would lead to

## REEDLEY CITY COUNCIL MEETING – August 27, 2019

a budget crises of unprecedented proportions if left unaddressed. He stated that this met the standard of a future fiscal emergency for the city so it was staff's recommendation to declare a fiscal emergency. The action this evening, he said did not finalize anything as far as a potential ballot measure but simply allowed the process to move forward and it would allowed if adopted unanimously, for the measure to be placed on the March, California Primary Ballot. Mr. Melikian wanted to make sure that the public was aware that the action by Council would not stipulate what the Tax Measure would specifically look like or any details associated with it.

Council Member Soleno moved, Council Member Beck seconded to accept, approve and ADOPT RESOLUTION NO. 2019-076 OF THE CITY COUNCIL OF THE CITY OF REEDLEY DECLARING A FISCAL EMERGENCY IN ORDER TO PLACE A GENERAL PURPOSE TAX BALLOT MEASURE ON THE MARCH 3, 2020 STATEWIDE PRIMARY ELECTION AND REQUEST THE CITY ATTORNEY TO PREPARE AN ORDINANCE FOR PLACEMENT ON THE MARCH 2020 BALLOT, AND ALL NECESSARY DOCUMENTS IN SUPPORT THEREOF.

### COUNCIL REPORTS

#### 13. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

##### Council Member Fast

- Attended Good Morning Reedley, hosted by Lee's Service.

### STAFF REPORTS

#### 14. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

##### City Manager, Nicole Zieba

- Updated Council on the city's entry Monument and would be covered by insurance.
- At this time there were no items to be placed on the Agenda for September 10, 2019, so potentially Council could go dark for that meeting. Council all agreed that the September 10, 2019 meeting could be cancelled if no items.
- Library property that the city had held for the County had been formally deeded over to them. Documents had been signed and the planning would begin in October. She expected that by the end of October the County would compose a timeline on how they were going to plan this and how they would engage the community in the planning and construction architecture of the new library.
- She and Joseph Oldham had been asked by Boeing to fly to Seattle on September 26, 2019 to provide a presentation of one hundred of their executives on the city's electric aviation project.
- On November 16, 2019 the Faith House would be holding their first fundraising banquet and invited Council to attend.
- Reported that Fresno COG would be starting an Eastside Corridor Study that would be focusing on Hwy 99 connection to the Hwy168 and are including all eastside cities.
- The City would be closed for Labor Day on Monday.

##### Police Chief Garza

- On September 12, 2019, they would be swearing in three new police officers and invited Council to attend at 10:00 a.m.

### ADJOURNMENT

Mayor Piñon adjourned the regular meeting at 8:06 p.m.

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Frank Piñon, Mayor

ATTEST:

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Sylvia B. Plata, City Clerk

#4

**REEDLEY CITY COUNCIL MEETING – September 24, 2019**

*A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)*

The regular meeting of the Reedley City Council meeting was called to order by Mayor Frank Piñon at 7:00 p.m. on Tuesday, September 24, 2019 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**INVOCATION** – Matt Harder, Pastor of the Reedley Mennonite Brethren Church

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Mayor Pro-Tem Fast.

**ROLL CALL**

Council Members

Present: Robert Beck, Anita Betancourt, Mary Fast, Ray Soleno, Frank Piñon.

Absent: None.

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

Council Member Beck moved, Council Member Betancourt seconded to accept and approve agenda.

Motion unanimously **carried**.

**PRESENTATION**

- 1. INTRODUCTION OF NEW RESERVE POLICE OFFICERS, TODD ANDERSON, SHAVON ALEXANDER, AND JOSHUA SALAS.

Police Chief Garza introduced Reserve Officers Anderson, Alexander and Salas as the newest members of the Reedley Police Department.

- 2. FIRE PREVENTION MONTH PROCLAMATION.

Fire Chief Isaak introduced the newest member of the Reedley Fire Department, their mascot, Fire Fighter Brooks. He said that Fire Fighter Brooks would be helping them to spread the fire safety message into the schools and across the community through events such as their open house. Chief Isaak invited the department’s Fire Explorer, Chantel Sanchez to read the proclamation, proclaiming October 6<sup>th</sup> -12<sup>th</sup> as Fire Prevention week.

- 3. OUTSTANDING ACHIEVEMENTS RECIPIENT, MATTHEW ZUNIGA PRESENTATION BY BLAKE KONCZAL, EXECUTIVE DIRECTOR OF FRESNO REGIONAL WORKFORCE DEVELOPMENT AND COUNCIL MEMBER BETANCOURT.

Mr. Konczal provided brief information of their program goals and objectives. Matthew Zuniga, a Reedley resident was recognized as the award winner and because of his outstanding achievements in this program. A brief power point presentation was provided and the award presentation was given by Mr. Konczal and Council Member Betancourt who had the honor because Mr. Zuniga resided in her district. Council congratulated and commended Mr. Zuniga for being a role model for the youth in the community.

**PUBLIC COMMENT**

Vergil Miller, Pastor of Christ Lutheran Church on North Frankwood Avenue. - Commended and thanked the Public Works Department for their hard work in keeping the City a clean community.

**CONSENT AGENDA (Item 4-8)**

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

Council Member Fast asked to remove agenda item #6 and #8 and Council Member Beck asked to removed item #7 for discussion.

## REEDLEY CITY COUNCIL MEETING – September 24, 2019

Council Member Soleno moved, Council Member Betancourt seconded to accept, approve and adopt all items listed under the **CONSENT AGENDA** as follow:

4. MINUTES OF THE REGULAR COUNCIL MEETINGS OF JUNE 11, 2019, JULY 23, 2019 AND AUGUST 13, 2019. – *Approve*
5. RECOMMEND REJECTION OF CLAIM – HUEBERT, MELODY  
*Approve rejection of claim*
6. ADOPT RESOLUTION 2019-078 AUTHORIZING A FUNDING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE GEORGE COX- CITY OF REEDLEY WATER CONSOLIDATION PROJECT, AND AUTHORIZING AND DESIGNATING THE PUBLIC WORKS DIRECTOR TO ACT AS THE PROJECT DIRECTOR. – *Removed for discussion*
7. ADOPT RESOLUTION 2019-079 DECLARING LISTED VEHICLES AND EQUIPMENT AS SURPLUS. – *Removed for discussion*
8. ADOPT RESOLUTION 2019-080 AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO CITY-COUNTY AGREEMENT 18-500 FOR CDBG PROJECT NO. 18571. – *Removed for discussion*

*Remaining consent items approved with the motion unanimously carried.*

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6. ADOPT RESOLUTION 2019-078 AUTHORIZING A FUNDING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE GEORGE COX- CITY OF REEDLEY WATER CONSOLIDATION PROJECT, AND AUTHORIZING AND DESIGNATING THE PUBLIC WORKS DIRECTOR TO ACT AS THE PROJECT DIRECTOR.

Russ Robertson, Public Works Director confirmed that the city would not be funding this project and that through the funding agreement that was before Council for approval that evening, the State Water Resources Control Board would be covering the total cost of the project.

Council Member Soleno moved, Council Member Betancourt seconded to accept, approve and ADOPT RESOLUTION 2019-078 AUTHORIZING A FUNDING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE GEORGE COX- CITY OF REEDLEY WATER CONSOLIDATION PROJECT, AND AUTHORIZING AND DESIGNATING THE PUBLIC WORKS DIRECTOR TO ACT AS THE PROJECT DIRECTOR.

Motion unanimously **carried**.

7. ADOPT RESOLUTION 2019-079 DECLARING LISTED VEHICLES AND EQUIPMENT AS SURPLUS.

Council Member Beck said he was sorry to see the motorcycle go and asked if the Department planned to get a motor officer back in the future. Chief Garza responded that that it was still in their department's plans and would like to do so once the department staffing levels allowed them to have a full time and would look at possible grants available to purchase one.

Council Member Beck moved, Council Member Fast seconded to accept, approve and ADOPT RESOLUTION 2019-079 DECLARING LISTED VEHICLES AND EQUIPMENT AS SURPLUS

Motion unanimously **carried**.

8. ADOPT RESOLUTION 2019-080 AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO CITY-COUNTY AGREEMENT 18-500 FOR CDBG PROJECT NO. 18571.

## REEDLEY CITY COUNCIL MEETING – September 24, 2019

John Robertson, City Engineer confirmed Council question that the project had been moved from Myrtle Ave to Buttonwillow between Myrtle and North Ave. His reply to Council Member Fast's question regarding the funding of the project that the budget amendment would outline the funding when the project went to construction and came before Council.

Council Member Betancourt moved, Council Betancourt seconded to accept, approve and ADOPT RESOLUTION 2019-080 AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO CITY-COUNTY AGREEMENT 18-500 FOR CDBG PROJECT NO. 18571.

Motion unanimously **carried**.

### PUBLIC HEARING

9. ADOPT RESOLUTION 2019-070 TO APPROVE AND CONFIRM THE REPORT OF DELINQUENT PUBLIC NUISANCE ABATEMENT COSTS AND THEIR COLLECTION ON THE TAX ROLL PERTAINING TO 181 JUSTINE AVENUE.

The item before Council was the final cost accounting for the demolition of the structure at 181 Justine Ave. Council approved resolution 2019-001 declaring a public nuisance and approving the demolition of the burned-out structure. Chief Isaak reviewed the legal process taken in notifications and publications, He indicated that the deadline imposed for full repayment of costs was July 2, 2019 and that the property owners were responsible for all costs. He stated that no heirs or interested persons had come forward to claim the property, perform the abatement, or had paid for the abatement costs incurred by the city. Chief said that per the City of Reedley Municipal Code 1-12-9(C), stated that any fees and fines not paid were subject to a special assessment placed against the parcel in question.

**Public Hearing Opened: 7:41 p.m.**

For the record, Council Member Fast stated that the property next to this home was her parent's home but she had not had ownership of this home since 2014. She wanted to make sure that it was appropriate that she be able to vote on this item.

Council Member Fast stated that she was hoping to see a reduction on legal cost because this was the second time this type of action was done. Fire Chief Isaak explained that on the first situation the total cost had been in excess of ten thousand and this situation was a little more than five thousand.

Fire Chief and City Attorney Cross explained that they had prepared templates that assisted in reducing the cost however there were certain costs that were unavoidable such as the required documents when you go to court to get the court order as an example.

**Public Hearing Closed: 7:42 p.m.**

Council Member Soleno moved, Council Betancourt seconded to accept, approve and ADOPT RESOLUTION 2019-070 TO APPROVE AND CONFIRM THE REPORT OF DELINQUENT PUBLIC NUISANCE ABATEMENT COSTS AND THEIR COLLECTION ON THE TAX ROLL PERTAINING TO 181 JUSTINE AVENUE.

Motion unanimously **carried**.

**Mayor asked for a 5 minute break 7:46 p.m.**

**Mayor called meeting back to order at 7:51 p.m.**

10. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2019-003, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING CHANGE OF ZONE APPLICATION NO. 2019-2 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY.

Rob Terry, Community Development Director introduced for the first reading, Ordinance no. 2019-003 with a power point presentation identifying the project location and reviewed the existing zoning with the proposed zoning change. Mr. Terry said that the ordinance pertained to the reclassification of five contiguous properties located east of the

## REEDLEY CITY COUNCIL MEETING – September 24, 2019

terminus of south Hemlock, with the boundaries of the southern side of East Curtis Avenue, the western side of South Buttonwillow Avenue, and the northern side of Reedley Parkways, from the MP (Planned Industrial) zone district to the MH (Heavy Industrial) zone district designation. He indicated that letters had been sent out and the information had been made available to the property owners affected by this change of zone application. Mr. Terry explained that the proposed Change of Zone Application was consistent with the 2030 General Plan Heavy Industrial Planned Land Use Designation and was compatible with the surrounding zone districts and that pursuant to section 15168(c)(2), the City as the lead agency had determined that Change of Zone Application No. 2019-2 would have no effects that were not examined in the program EIR. No new effects could occur or no new mitigation measures would be required as a result of the implementation of Change of Zone Application No. 2019-2. Mr. Terry said that the staff's recommendation through Ordinance 2019-003, the City Council would approve Environmental Assessment No. 2019-11, for the purpose of the proposed change of zone application and approve Change of Zone application No. 2019-2, and authorize the amendment of the official Zoning Map for the City of Reedley pertaining to the reclassification of five contiguous properties from the MP (Planned Industrial) zone district to the MH (Heavy Industrial) zone district designation.

Mr. Terry explained who the American Trails Association, owners of APN 370-070-75S were when questioned by Council Member Fast.

**Public Hearing Opened: 8:03 p.m.**

**Public Hearing Closed: 8:03 p.m.**

Council Member Fast moved, Council Betancourt seconded to accept, and APPROVE THE INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2019-003, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING CHANGE OF ZONE APPLICATION NO. 2019-2 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY.

Motion unanimously **carried**.

11. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2019-004, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY REPEALING AND REPLACING IN ITS ENTIRETY TITLE 10, CHAPTER 25, SECTION 5, PERTAINING TO THE INDUSTRIAL USE MATRIX.

Rob Terry, Community Development said that although he would not be going over each line item, changes could be identified because they were crossed out with something next to it and if they underlined they were considered new use on the matrix. He explained that over the years staff had kept a list of the much needed changes to the matrix and they felt they had enough substance to make significant adjustments.

**Public Hearing Opened: 8:12 p.m.**

**Public Hearing Closed: 8:12 p.m.**

Council Member Beck moved, Mayor Pifton seconded to accept, and approve INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2019-004, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY REPEALING AND REPLACING IN ITS ENTIRETY TITLE 10, CHAPTER 25, SECTION 5, PERTAINING TO THE INDUSTRIAL USE MATRIX.

Motion unanimously **carried**.

### ADMINISTRATIVE BUSINESS

12. APPROVAL OF ITEMS PERTAINING TO THE CONSTRUCTION OF WELLHEAD TCP TREATMENT FACILITIES FOR MUNICIPAL WATER WELLS 13, AND 14.
  - A. CONSIDERATION AND DISCUSS REJECTION OF THE LOW BID AS NONRESPONSIVE BASED ON BIDDER'S FAILURE TO ADHERE TO THE BIDDER'S QUALIFICATION REQUIREMENTS AS REQUIRED IN THE CITY'S BID DOCUMENT.

## REEDLEY CITY COUNCIL MEETING – September 24, 2019

- B. ADOPT RESOLUTION NO. 2019-081 AWARDED A CONSTRUCTION CONTRACT TO SMITH CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$949,875.09 FOR THE CONSTRUCTION OF WELLHEAD TCP TREATMENT FACILITIES FOR WATER WELLS NO. 13, AND 14 AND AUTHORIZE THE CITY MANAGER TO APPROVE AND SIGN CHANGE ORDERS UP TO AN AMOUNT EQUAL TO 10% OF THE CONSTRUCTION CONTRACTED AMOUNT.
- C. ADOPT RESOLUTION NO. 2019-082 AMENDING THE 2019-2020 ADOPTED BUDGET TO APPROPRIATE \$1,044,863 FROM THE GROUND WATER TREATMENT FUND FOR THE AFOREMENTIONED PROJECT.

Russ Robertson, Public Works Director stated that staff was recommending the approval of items pertaining to the construction of Wellhead TCP Treatment Facilities for municipal water wells 13, and 14. The items before council included the rejection of the low bid as non-responsive based upon the information he then provided. He stated that the staff report provided included details about the items and recommendation. Staff was also recommending the adoption of the Resolution no. 2019-081 awarding the construction to the second low bidder and the adoption of the budget amendment to fund the project.

Tim Dovali spoke on behalf of Steve Dovali Construction. - His firm was the lowest bidder, which was the bid being rejected. Mr. Dovali stated that this rejection action could cost the city an addition \$30,000. He admitted committing the error but said it was unintentional and asked for a waiver of a requirement that he felt the city could provide if they wanted to. He wanted Council to take the information he provided into consideration when making their decision.

Steve Dovali, from Steve Dovali Construction spoke, providing additional information regarding the confusion on the submission of the bid.

Russ Robertson, Public Works Director wanted to clarify, that the city was not authorized to waive the types of errors that were done on the bid submitted and provided the reasons.

- A. CONSIDERATION AND DISCUSS REJECTION OF THE LOW BID AS NONRESPONSIVE BASED ON BIDDER'S FAILURE TO ADHERE TO THE BIDDER'S QUALIFICATION REQUIREMENTS AS REQUIRED IN THE CITY'S BID DOCUMENT.

Council Member Fast moved, Council Member Beck seconded to accept, and approve THE REJECTION OF THE LOW BID AS NONRESPONSIVE BASED ON BIDDER'S FAILURE TO ADHERE TO THE BIDDER'S QUALIFICATION REQUIREMENTS AS REQUIRED IN THE CITY'S BID DOCUMENT.

Motion unanimously **carried**.

- B. ADOPT RESOLUTION NO. 2019-081 AWARDED A CONSTRUCTION CONTRACT TO SMITH CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$949,875.09 FOR THE CONSTRUCTION OF WELLHEAD TCP TREATMENT FACILITIES FOR WATER WELLS NO. 13, AND 14 AND AUTHORIZE THE CITY MANAGER TO APPROVE AND SIGN CHANGE ORDERS UP TO AN AMOUNT EQUAL TO 10% OF THE CONSTRUCTION CONTRACTED AMOUNT.

Council Member Fast moved, Council Member Betancourt seconded to accept, approve and ADOPT RESOLUTION NO. 2019-081 AWARDED A CONSTRUCTION CONTRACT TO SMITH CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$949,875.09 FOR THE CONSTRUCTION OF WELLHEAD TCP TREATMENT FACILITIES FOR WATER WELLS NO. 13, AND 14 AND AUTHORIZE THE CITY MANAGER TO APPROVE AND SIGN CHANGE ORDERS UP TO AN AMOUNT EQUAL TO 10% OF THE CONSTRUCTION CONTRACTED AMOUNT.

Motion unanimously **carried**.

## REEDLEY CITY COUNCIL MEETING – September 24, 2019

- C. ADOPT RESOLUTION NO. 2019-082 AMENDING THE 2019-2020 ADOPTED BUDGET TO APPROPRIATE \$1,044,863 FROM THE GROUND WATER TREATMENT FUND FOR THE AFOREMENTIONED PROJECT.

Council Member Beck moved, Council Member Fast seconded to accept, approve and ADOPT RESOLUTION NO. 2019-082 AMENDING THE 2019-2020 ADOPTED BUDGET TO APPROPRIATE \$1,044,863 FROM THE GROUND WATER TREATMENT FUND FOR THE AFOREMENTIONED PROJECT.

Motion unanimously **carried**.

13. ADOPT RESOLUTION 2019-083 AMENDING THE 2019-20 FISCAL YEAR BUDGET TO APPROPRIATE \$16,533 IN AVAILABLE PARK AND RECREATIONAL DEVELOPMENT IMPACT FEE FOR COLUMBIA PARK IMPROVEMENTS.

Sarah Reid, Community Services Director stated that Columbia Park was located at the corner of North Columbia and East Cypress Avenues. This park was classified as a Neighborhood Park due to the location and size of the area. Over the years there had been concerns due to vandalism to the play structure. The structure had been badly damaged that staff felt it was a major safety concern and the decision was made to remove the play structure about a year ago. The Community Services Commission had discussed the project for improvements, specifically to provide a ½ basketball court as a new amenity and if approved the project would be funded by \$16,533 of available Park and Recreational Development Impact Fees.

Mayor Piñon moved, Council Member Fast seconded to accept, approve and ADOPT RESOLUTION 2019-083 AMENDING THE 2019-20 FISCAL YEAR BUDGET TO APPROPRIATE \$16,533 IN AVAILABLE PARK AND RECREATIONAL DEVELOPMENT IMPACT FEE FOR COLUMBIA PARK IMPROVEMENTS.

Motion unanimously **carried**.

### RECEIVE INFORMATION & REPORTS

*These items are formal transmittals of information to the Reedley City Council. They are not voted upon by the Reedley City Council. Members of the public who have questions on these items are suggested to call City staff members during regular business hours.*

9. MINUTES OF THE COMMUNITY SERVICES COMMISSION'S REGULAR MEETING OF JUNE 27, 2019.  
- Community Services
10. MINUTES OF THE PLANNING COMMISSION'S REGULAR MEETINGS OF JUNE 6, 2019 AND AUGUST 15, 2019. – Community Development
11. RECEIVE, REVIEW, AND FILE THE QUARTERLY INVESTMENT REPORT FOR 4<sup>TH</sup> QUARTER ENDING JUNE 30, 2019 FOR FISCAL YEAR 2018-19. – Administrative Services.

### COUNCIL REPORTS

17. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

#### Council Member Soleno

- City Manager responded to Council Member Soleno's question about the status for Columbia and Parlier project with the County.

#### Council Member Beck

- Attended Airport Land Use Commission meeting and provided a brief overview of the meeting.

#### Council Member Fast

- Attended the Grizzly Game
- Attended the Reedley Business Expo
- Attended the swearing in of the new police officer
- Attended the Art Hop event
- Attended the Upper King Advisor Board meeting
- Attended the Kings River Groundwater Sustainability Agency

## REEDLEY CITY COUNCIL MEETING – September 24, 2019

- Attended Good Morning Reedley
- Attended Constitution Week at Reedley College
- Attended the Senior Prom

### Mayor Piñon

- Attended the Art Hop

### STAFF REPORTS

#### a. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

##### City Manager, Nicole Zieba

- Thanked Erik with Chamber for the success of the Art Hop and reported on the event.
- Reported addition comments on the Groundwater Sustainability Plan.
- Reported on the meeting hosted by Fresno Co. EDC where they met with Will Marshal, US Economic Development Administration Representative.
- She would be leaving to Seattle to meet with Boeing on Wednesday and would be reporting back to Council at a later date.
- Reported on the error on the Code Enforcement Report which listed Council Member Fast as a property owner that had been issued a citation. This information was incorrect and Ms. Fast had not been an owner of the property for many years. Apologized to Council Member Fast for this error.

##### Police Chief Garza

- Reported on Reedley Night Out & Coffee with a Cop events.

##### John Robertson, City Engineer

- Updated the status of the parking lot.

### ADJOURNMENT

Mayor Piñon adjourned the regular meeting at 8:56 p.m.

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Frank Piñon, Mayor

ATTEST:

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Sylvia B. Plata, City Clerk

**REEDLEY CITY COUNCIL SPECIAL MEETING – September 24, 2019**

#4

*A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)*

The special meeting of the Reedley City Council and Planning Commission was called to order by Mayor Piñon at 6:00 p.m. on Tuesday, September 24, 2019 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**ROLL CALL**

Council Members

Present: Robert Beck, Mary Fast, Anita Betancourt, Frank Piñon

Absent: Ray Soleno, William Conrad, Alberto Custodio, Ron Hudson, Rosemary Luzania, Pete Perez

\*Several members not present completed the online training in compliance per AB1234

**WORKSHOP**

- ETHICS TRAINING AS REQUIRED BY AB1234.

City Attorney conducted the first part of the two hour bi-annual training required by AB1234. The completion of the training is scheduled on October 8, 2019.

**A full audio of training is available on the City of Reedley’s website: [www.reedley.ca.gov](http://www.reedley.ca.gov)**

**ADJOURNMENT**

Mayor Piñon adjourned the special meeting at 7:00 p.m.

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Frank Piñon, Mayor

ATTEST:

---

Sylvia B. Plata, City Clerk

**REEDLEY CITY COUNCIL SPECIAL MEETING – October 8, 2019**

#4

*A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)*

The special meeting of the Reedley City Council was called to order by Mayor Piñon at 5:30 p.m. on Tuesday, October 8, 2019 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**ROLL CALL**

Council Members

Present: Mary Fast, Anita Betancourt, Frank Piñon

Absent: Ray Soleno, Robert Beck

**WORKSHOP**

CONTINUATION OF ETHICS TRAINING AS REQUIRED BY AB1234

City Attorney conducted the final session of the two hour bi-annual training required by AB1234.

**A full audio of training is available on the City of Reedley’s website: [www.reedley.ca.gov](http://www.reedley.ca.gov)**

**ADJOURNMENT**

Mayor Piñon adjourned the special meeting at 6:45 p.m.

\_\_\_\_\_  
Frank Piñon, Mayor

ATTEST:

\_\_\_\_\_  
Sylvia B. Plata, City Clerk



## REEDLEY CITY COUNCIL

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

ITEM NO: 5

**DATE:** December 10, 2019

**TITLE:** APPROVE MAYOR PIÑON TO ATTEND THE LEAGUE OF CALIFORNIA CITIES' NEW MAYORS AND COUNCILMEMBERS CONFERENCE IN SACRAMENTO IN JANUARY 2020 PER SECTION 8 OF THE CITY OF REEDLEY'S "EXPENSE AND TRAVEL/CONFERENCE POLICY FOR LEGISLATIVE OFFICIALS"

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

### **RECOMMENDATION**

That the City Council approves travel, conference, and the related expenses for Mayor Piñon to attend the League of California Cities conference in January 2020.

### **BACKGROUND**

The City of Reedley's *Expense Reimbursement and Travel/Conference Policy for Legislative Officials*, adopted December 2018, outlines the procedures for Legislative Officials, such as Council Members, to follow when requesting to have the City cover the travel and conference expenses for an event related to their official duties. Under the policy, an item must be placed on the City's Consent Calendar at a Council meeting, requesting majority approval for the member's travel and expenses. This process assures that the City's budget for such conferences is not exceeded, and that all Council Members are aware of the travel and conferences that other Council Members incur.

Approval is recommended for Mayor Pinon to attend the League of California Cities' Mayor's and Council Member's Conference in Sacramento in January 2020.

### **FISCAL IMPACT:**

No new appropriations are needed for this item, as limited conference attendance for elected officials is included in the City's Adopted Annual Budget for 2019-2020.



## **REEDLEY CITY COUNCIL**

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

ITEM NO: 6e

**DATE:** December 10, 2019

**TITLE:** APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE FY20 AIP PRE-APPLICATION PACKET REQUESTING A DESIGN GRANT FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE APRON PAVEMENT RECONSTRUCTION.

**SUBMITTED:** Sarah Reid, Community Services Director

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

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### **RECOMMENDATION**

Approve and authorize City Manager to sign the FY20 AIP Pre-Application Packet requesting a design grant from the Federal Aviation Administration (FAA) for the Apron Pavement Reconstruction.

### **BACKGROUND**

The design project for the apron pavement reconstruction has been identified in the City of Reedley's Airport Capital Improvement Program (ACIP). The design work is slated for the 2019/20 City of Reedley Fiscal Year Budget. At the 2018 meeting with the FAA, City staff recommended to reprioritize the projects to reconstruct the northside of the apron over the southside which had been identified as the next project. This was due to the amount of use the northside has and the deterioration of the pavement. There are large cracks through the pavement which is causing loose debris that have become a safety concern.

Over the next five years the Reedley Airport budget will have larger matches due to the reconstruction of the apron areas. The FAA did not award a design grant to the Reedley Airport for the FY19 due to the concern of having the federal match amount once the construction phases start. Because this project is larger than the Reedley entitlement funds will cover, the FAA has to use the discretionary funding which was not available in FY19. After staff met with the FAA in September it was agreed to phase the project one additional year to bring down the match amount.

City staff has been preparing for the larger local match by restructuring the payback to the general fund for hangar development. This will extend the life of the loan but allows more funding for the project matches.

**FISCAL IMPACT**

The total projected cost for the design work is \$155,347. The FAA will fund 90 percent (\$139,812); the City's match is at 5.5 percent (\$8,545); the State will match 4.5 percent (\$6,990). The city staff is also entitled to be reimbursed up to \$2,586 for city administrative fees to reduce the overall match to approximately \$5,959.

**PRIOR COMMISSION ACTIONS**

The Airport Commission recommended approval at their meeting on November 21, 2019 to submit the application to fund a design grant for FY20.

**PRIOR COUNCIL ACTIONS**

Airport Layout Plan approved by Reedley City Council on January 22, 2019.

**ATTACHMENTS**

1. Application for FY20 AIP Pre-Application Packet to the Federal Aviation Administration
2. Airport Capital Improvement Program 2020-2025



## FY20 AIP Pre-Application Checklist

**Airport:** (O32) Reedley Municipal Airport

**Date:**

**Project Description:** Apron Pavement Rehabilitation Design

- We will pursue an FY20 ACIP identified proposed project.
- We do not plan on having a project this FY20. The FAA is authorized
- to:  Carryover entitlements into the next fiscal year.
- Transfer the Entitlements (\*will need to complete a Transfer Request Form).

*If you plan to pursue an FY20 Project, please complete the following Checklist & submit with PreApp:*

No.	Document	Yes	No	N/A	Comments Attached
1.	Project Schedule (NOTE FAA DUE DATES - pg 3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	<b>Standard Form 424</b> (Preapplication), <b>Form 5100-100</b> (parts II-IV for airport Development grants), <b>Form 5100-101</b> (parts II-IV for Planning grants) (Includes project cost breakdown and sketch)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Project Description - Provide a clear Narrative and Justification. For proposed pavement projects include a Pavement Condition Index (PCI) information.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Proposed project is currently depicted on an FAA-approved ALP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Exhibit A Airport Property Map (attached or previously submitted to ADO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Environmental Documentation (NEPA Determination Completed)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	60% Design & Construction Safety Phasing Plan (CSPP) completed/submitted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Some of the items can be answered by simply checking the "Yes" and "No" boxes, while others require additional information (please provide additional info/justification on Page 2).

Date: \_\_\_\_\_

\_\_\_\_\_  
Sponsor's Designated Representative (Signature)

**Please sign and return Pre-Application Checklist Pages 1-2 to your assigned ADO Airport Planner.**

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. Airport Sponsors should read and consider each of the items carefully.

FY20 Project	AIP Entitlements Available:	Total AIP Federal Share Amount Requested	Total Sponsor Local Share	Total Estimated Project Cost
Apron Rehab Design	\$530,947	\$139,812	\$15,535	\$155,347
	\$	\$	\$	\$

**INCLUDE ANY ADDITIONAL INFORMATION:**

CSPP to be completed December 2020



### AIP Grant Application Checklist

**AIRPORT NAME:** (O32) Reedley Municipal Airport **DATE:** \_\_\_\_\_

**SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #:** 4LUM3

**SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE:** June 3, 2020

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
<b>ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:</b>					
1.	Standard Form 424 <i>(signed)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Project Cost Breakdown <i>(attached)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Project Sketch <i>(at the request of the ADO)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Project Narrative <i>(attached or within Form 5100-11/101 Part IV)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Form 5100-100 (parts II - IV) <i>(airport development grants)</i> Form 5100-101 (parts II - IV) <i>(planning grants)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SAM Search Results**  
**List of records matching your search for :**

**Record Status: Active**  
**CAGE Code: 4LUM3**

**ENTITY** REEDLEY, CITY OF **Status: Active**

DUNS: 004940631 +4: CAGE Code: 4LUM3 DoDAAC:

Expiration Date: 06/03/2020 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 845 G ST

City: REEDLEY

ZIP Code: 93654-2625

State/Province: CALIFORNIA

Country: UNITED STATES

**Application for Federal Assistance SF-424**

**\* 1. Type of Submission:**

- Preapplication  
 Application  
 Changed/Corrected Application

**\* 2. Type of Application:**

- New  
 Continuation  
 Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

**4. Applicant Identifier:**

032

**5a. Federal Entity Identifier:**

3-06-0196

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:** City of Reedley

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

94-600402

**\* c. Organizational DUNS:**

0049406310000

**d. Address:**

\* Street1: 100 N. East Avenue

Street2:

\* City:

Reedley

County/Parish:

Fresno

\* State:

CA: California

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

93654-3103

**e. Organizational Unit:**

Department Name:

Community Services

Division Name:

Airport

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

Ms.

\* First Name:

Sarah

Middle Name:

\* Last Name:

Reid

Suffix:

Title: Airport Manager

Organizational Affiliation:

\* Telephone Number: (559) 637-4203

Fax Number:

\* Email: Sarah.Reid@reedley.ca.gov

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

N/A

\* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

City of Reedley, Fresno County, California

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Apron Pavement Rehabilitation Design (approximately 15,000 SY)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="139,812.00"/>
* b. Applicant	<input type="text" value="8,545.00"/>
* c. State	<input type="text" value="6,990.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="155,347.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

City of Reedley, Fresno County, California



## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)	<input type="checkbox"/> _____ on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Reedley Municipal Airport Land Use Compatibility Plan (November 2007) will be used by the City of Reedley and the County of Fresno to guide land use decisions and permitting in those portions of the County within the Airport's influence area.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated 01/24/2014 on file with the FAA.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Federal Domestic Assistance Catalog Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,586
2. Preliminary expense			3,000
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			149,761
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 155,347
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			155,347
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 155,347
19. Federal Share requested of Line 18			139,812
20. Grantee share			8,545
21. Other shares			6,990
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 155,347

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	8,545
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL - Grantee share</b>	<b>\$ 8,545</b>
<b>25. Other Shares</b>	<b>Amount</b>
a. State	6,990
b. Other	
c. <b>TOTAL - Other Shares</b>	<b>\$ 6,990</b>
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 15,535</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
Exhibit A property map dated 01/24/2014

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> Apron Pavement Rehabilitation Design
<b>AIRPORT:</b> (O32) Reedley Municipal Airport
<b>1. Objective:</b> <p>This project is to design the removal and replacement of approximately 15,000 SY of asphalt concrete pavement. Also included will be the removal and replacement of tie-downs and the application of pavement markings. In addition, upgrades to existing drainage structures will be included, as recommended in a 2014 Drainage Study. (Caltrans 2011 APMS, the apron area has a PCI between 53-59)</p>
<b>2. Benefits Anticipated:</b> <p>Rehabilitating the apron pavements will reduce FOD and increase safety for the aircraft at the airport.</p>
<b>3. Approach:</b> (See approved Scope of Work in Final Application) <p>This project will be completed through a traditional design contract. C&amp;S Engineers, Inc. of Sacramento, CA will serve as the City's consultant to lead this effort. The design is anticipated to be completed by March 2021, at which time the project will be bid through a public process. Bid opening is anticipated for May 2021. Grant closeout is anticipated to be completed by October 2021.</p>
<b>4. Geographic Location:</b> <p>The Reedley Municipal Airport is located north of the City of Reedley, California, five miles north of the town center, in the County of Fresno.</p>
<b>5. If Applicable, Provide Additional Information:</b> <p>N/A</p>
<b>6. Sponsor's Representative:</b> (include address & telephone number) <p>Sarah Reid, Airport Manager 100 N. East Avenue, Reedley, CA 93654 P: (559) 637-4203 / E: Sarah.Reid@reedley.ca.gov</p>

**Administration Cost Breakdown - Reedley Municipal Airport  
APRON REHABILITATION DESIGN**

	Airport Manager	Admin. Assistant	TOTAL
<b>Labor</b>	\$51.07	\$22.61	
Grant Application Preparation	1	2	\$ 96.29
Consultant Coordination	8	4	\$ 499.00
Prepare for Grant Award	1		\$ 51.07
Project Kick-Off Meeting	2		\$ 102.14
FAA Coordination	10	4	\$ 601.14
Consultant Meetings	12	2	\$ 658.06
Review/Process Deliverables	6	1	\$ 329.03
Closeout Documents	4	2	\$ 249.50
<b>Total Hours:</b>	<b>44</b>	<b>15</b>	<b>59</b>
<b>Total Labor Cost:</b>	<b>2,247</b>	<b>339</b>	<b>\$2,586</b>

**Expenses**

Mileage		\$0
Printing		\$0
Advertising		\$0
Independent Fee Estimate - Other		\$3,000
		<b>\$3,000</b>

**\$5,586**

**SCHEDULE A**  
**SCOPE OF WORK**

**Project Title:** Apron Rehabilitation Project  
**Airport Name:** Reedley Municipal Airport (O32)  
**Services Provided:** DESIGN

**Project Description:**

The CONSULTANT shall provide required professional services to design an apron rehabilitation project at the Reedley Municipal Airport (SPONSOR). The proposed Project will be performed and constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). The status of matching funds from Caltrans (CALTRANS) is not known at this time.

This project is to design the removal and replacement of approximately 15,000 SY of asphalt concrete pavement. Also included will be the removal and replacement of tie-downs and the application of pavement markings. In addition, upgrades to existing drainage structures will be included, as recommended in a 2014 Drainage Study. (Caltrans 2011 APMS, the apron area has a PCI between 53-59). The project will be separated into a Base Bid and two Bid Alternates.

Professional services to be provided by the CONSULTANT shall include surveying, planning and civil engineering services, as applicable, required to accomplish the following items ("Basic Services"):

**ADMINISTRATION PHASE**

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Preparation of reimbursement request packages; coordination of their execution by the SPONSOR; and submission to the funding agencies.
2. During the Design Phase, to aid the SPONSOR by acting as its liaison and Project coordinator with the funding agencies.

**ENVIRONMENTAL PHASE**

Prepare a Categorical Exclusion environmental document, including the collection and review of available documents such as published wetland maps, soil conservation survey maps, and previous master plan and environmental archaeological studies, to identify potential impacts the Project may have on the environment.

**SCHEMATIC DESIGN PHASE (30%)**

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the SPONSOR and FAA to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.
4. Prepare preliminary plans identifying required topographic field surveys, subsurface soils investigations, and other field investigative programs. Develop a schedule of completion of required surveys and investigations to minimize interference with airport and tenant operations. Coordinate schedule with SPONSOR and supervise

programs at the Project site as necessary.

5. Acquire the necessary topographic survey of and utility data for, the Project site, including related office computations and drafting.
6. Acquire the necessary soils and existing pavement investigation data, including any combination of borings, pavement cores, and test pits, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics.
7. Develop schematic designs, including preliminary pavement horizontal geometric layouts, and prepare preliminary opinion of probable construction costs for each major element of the Project.
8. Schedule and conduct a meeting with the SPONSOR to review the schematic design.

#### **PRELIMINARY DESIGN (60%)**

The services to be performed during this Phase consist generally of services required to furnish the SPONSOR with a set of Preliminary Plans, Specifications, and Engineer's Report.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize horizontal pavement geometrical layouts. Compute and document on drawings sufficient information to layout proposed pavements in field during construction.
2. Analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing pavement and soil materials. Document results of program, existing conditions, and recommendations in the design report.
3. Develop pavement design in accordance with FAA advisory circular 150/5320-6.
4. Develop preliminary pavement cross sections and site grading for the proposed work.
5. Develop preliminary drainage designs, including computation of surface water runoff volumes, and layout facilities necessary to accommodate expected flows.
6. Conduct site inspections to verify topographic survey and other Project-related existing physical features and facilities.
7. Prepare preliminary Contract Drawings (approximately 60% complete) providing sufficient detail for review of design concepts by the SPONSOR and the FAA.
8. Prepare general specifications and preliminarily develop technical specifications expected to be required for the proposed work.
9. Develop a draft construction safety phasing plan that endeavors to limit interference by the Project's construction with airport and tenant operations, in accordance with FAA advisory circular 150/5370-2 (current edition).
10. Update opinion of probable construction cost to reflect the outcomes of preliminary Project design.
11. Prepare written design report documenting items such as design concepts, assumptions, and alternative designs.
12. Submit sufficient copies of preliminary design documents to the SPONSOR and FAA for their review and comment.

### **FINAL DESIGN PHASE (100%)**

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with SPONSOR comments and then completion of the final design. Plans and Specifications, suitable for unit price bidding, will be completed; final design will be coordinated with the SPONSOR; and a complete set of bid documents will be furnished to the SPONSOR. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Safety Phasing Plan will be included as part of the specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize pavement profiles, cross-sections, and grading designs.
2. Finalize pavement designs, edge of pavement grading requirements, and pavement sections.
3. Finalize drainage designs and layouts and detail pipe and drainage structure installations.
4. Finalize pavement marking layouts, and detail installations.
5. Prepare final Contract Drawings.
6. Perform a detailed quantity takeoff of all bid items to be included on the Contract Drawings and in the General Specifications of the Contract Documents.
7. Finalize General Specifications and prepare written Technical Specifications for all construction materials and installations. Finalize construction phasing and operations plan and include in Specifications.
8. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
9. Finalize design report to be consistent with the final design.
10. Prepare stormwater pollution control plan and submit required documents to comply with stormwater permit requirements for construction projects.
11. Submit draft final documents (90%) to the SPONSOR and FAA for final review and comment. Schedule and conduct draft final review meeting with the SPONSOR to discuss and resolve final comments.
12. Reproduce and submit sufficient copies of bid documents to SPONSOR for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications, and Soils Investigation data shall also be provided to bidders for informational purposes.

### **BID PHASE**

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the SPONSOR publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). One bid phase will be conducted, for the first plan set. Bidding of the second plan set shall be performed under a separate scope of work. The CONSULTANT shall assist the SPONSOR during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist the SPONSOR in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Schedule and conduct one (1) pre-bid conference by the SPONSOR and advise the SPONSOR on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SPONSOR'S approval.
5. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, "Buy American" certificate, subcontractors and suppliers list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate

bidder's certification, non-discrimination statement and non-segregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement. Formal contact of the contractor's references shall be made upon SPONSOR's request or if the contractor has no past working relationship with the CONSULTANT, the SPONSOR, or FAA.

6. Prepare final bid tabulation, recommendation/rejection of award to the SPONSOR, and a sample award letter. Request concurrence of award from FAA.

END OF SCHEDULE

**C&S COMPANIES  
DESIGN ENGINEERING  
WORK SUMMARY**

PROJECT: Reedley Municipal Airport - Apron Rehabilitation Project  
 SERVICES: Engineering Design  
 CLIENT: City of Reedley  
 CLIENT MGR: Sarah Reid

DATE: 27-Sep-19

PROJECT MANAGER: Jessica Bryan  
 PROJECT NUMBER: H35TBD

TASK	ADMIN ASST	GRANT AID	BEN DES	STAFF PLAN	MGR A/P PLAN	PROJ ENG	MAN ENG	DIRECT COSTS	SERVICES BY OTHERS	TOTALS
<b>Administration Phase</b>										<b>\$4,582</b>
Prepare Grant Application		2					1			\$486
Project Coordination with FAA							16			\$4,096
<b>Environmental Phase</b>										<b>\$4,982</b>
CatEx				20	10	4				\$4,982
<b>Schematic Design (30%)</b>										<b>\$35,515</b>
Project Management							12			\$3,072
Pre-design Meeting			2			12	2			\$2,736
Acquire and Review Record Documents	2		4			1				\$869
Coordinate Topographic Survey & Geotech Investigation						4				\$652
Develop Schematic Plans				100		40	4			\$21,044
Preliminary Construction Phasing Plan				4		4				\$1,192
Schematic Cost Estimate			8			4				\$1,732
e-File 7460						2				\$326
Quality Assurance/Quality Control							8			\$2,048
Schematic Design Review Meeting	2					4	4			\$1,842
<b>Preliminary Design (60%)</b>										<b>\$36,543</b>
Project Management							12			\$3,072
Site Inspection to Verify Topo						12				\$1,956
Preliminary Plan Preparation (60%)			80			32	4			\$17,040
Preliminary General Specification Preparation						16				\$2,608
Preliminary Technical Specification Preparation						16				\$2,608
Preliminary Opinion of Probable Construction Cost			2			4				\$922
Preliminary Design Report						20				\$3,260
Quality Assurance/Quality Control & Revisions							12			\$3,072
Submit Preliminary Design Documents	2					1				\$329
Preliminary Design Review Meeting						4	4			\$1,876
<b>Final Design Phase (100%)</b>										<b>\$31,527</b>
Project Management							12			\$3,072
Final Plan Preparation (100%)			70			24				\$13,362
Final General Specification Preparation						8				\$1,304
Final Technical Specification Preparation						16				\$2,608
Final Construction Phasing Safety & Operations Plan				12		8				\$2,924
Final Opinion of Probable Construction Cost			2			2	1			\$852
Prepare Construction Schedule & Perform Constructability Review						12				\$1,956
Quality Assurance/Quality Control & Revisions							12			\$3,072
Submit Final Design Documents	2					1				\$329
Final Design Review Meeting							8			\$2,048
<b>Bid Phase</b>										<b>\$10,407</b>
Project Management							6			\$1,536
Assist the City in Advertisement						2				\$326
Respond as Required to Bidder Questions						12	2			\$2,468
Conduct Pre-bid Conference						2	8			\$2,374
Prepare Meeting Minutes of the Pre-bid Conference							2			\$512
Prepare Addenda to the Bid Documents	1		8				4			\$2,187
Perform Bid Reviews	1					2				\$409
Prepare a Final Bid Tabulation	1						1			\$339
Recommendation/Rejection of Award							1			\$256
<b>Subconsultants</b>										<b>\$23,515</b>
Topographic Survey								\$10,000.00		\$10,000
Geotechnical Investigation								\$13,515.00		\$13,515
<b>Direct Expenses</b>										<b>\$2,690</b>
C&S								\$2,690		\$2,690
	11	2	292	20	10	269	136			\$149,761



**ENGINEERING DESIGN  
COST SUMMARY  
SCHEDULE "B"  
DESIGN PHASE**

PROJECT NAME: Reedley Municipal Airport - Apron Rehabilitation Project  
 PROJ DESCRIPTION Plans and Specifications for Apron Rehabilitation

DATE: 27-Sep-19  
 A/E: C & S ENGINEERS, INC.  
 PROJECT NO: H35TBD  
 C&S CONTACT: Jessica Bryan

CLIENT: City of Reedley  
 CLIENT MANAGER: Sarah Reid

**I. DIRECT SALARY COSTS, OVERHEAD, AND PROFIT:**

TITLE	BILLING RATE (\$/HR)	@	HOURS	COST
A. MANAGING ENGINEER	\$256.00	X	136	\$34,816
B. PROJECT ENGINEER	\$163.00	X	269	\$43,847
C. SENIOR DESIGNER	\$135.00	X	292	\$39,420
D. ADMINISTRATIVE ASSISTANT	\$83.00	X	11	\$913
E. GRANTS ADMINISTRATOR	\$115.00	X	2	\$230
SUBTOTAL OF DIRECT SALARY COSTS, OVERHEAD, AND PROFIT:				\$123,556

**II. ESTIMATE OF DIRECT EXPENSES:**

A. MILEAGE:	3 TRIPS @ 400 MILES@	\$0.575	=	\$690.00
B. MISCELLANEOUS (PRODUCTION, MATERIALS, ETC.)	1 LS @	\$2,000.00	=	\$2,000.00
TOTAL ESTIMATE OF DIRECT EXPENSES:				\$2,690

**III. SERVICES BY OTHERS:**

A. TOPOGRAPHIC SURVEY	\$10,000	
A. GEOTECHNICAL INVESTIGATION	\$13,515	
TOTAL SUBCONSULTANTS:		\$23,515

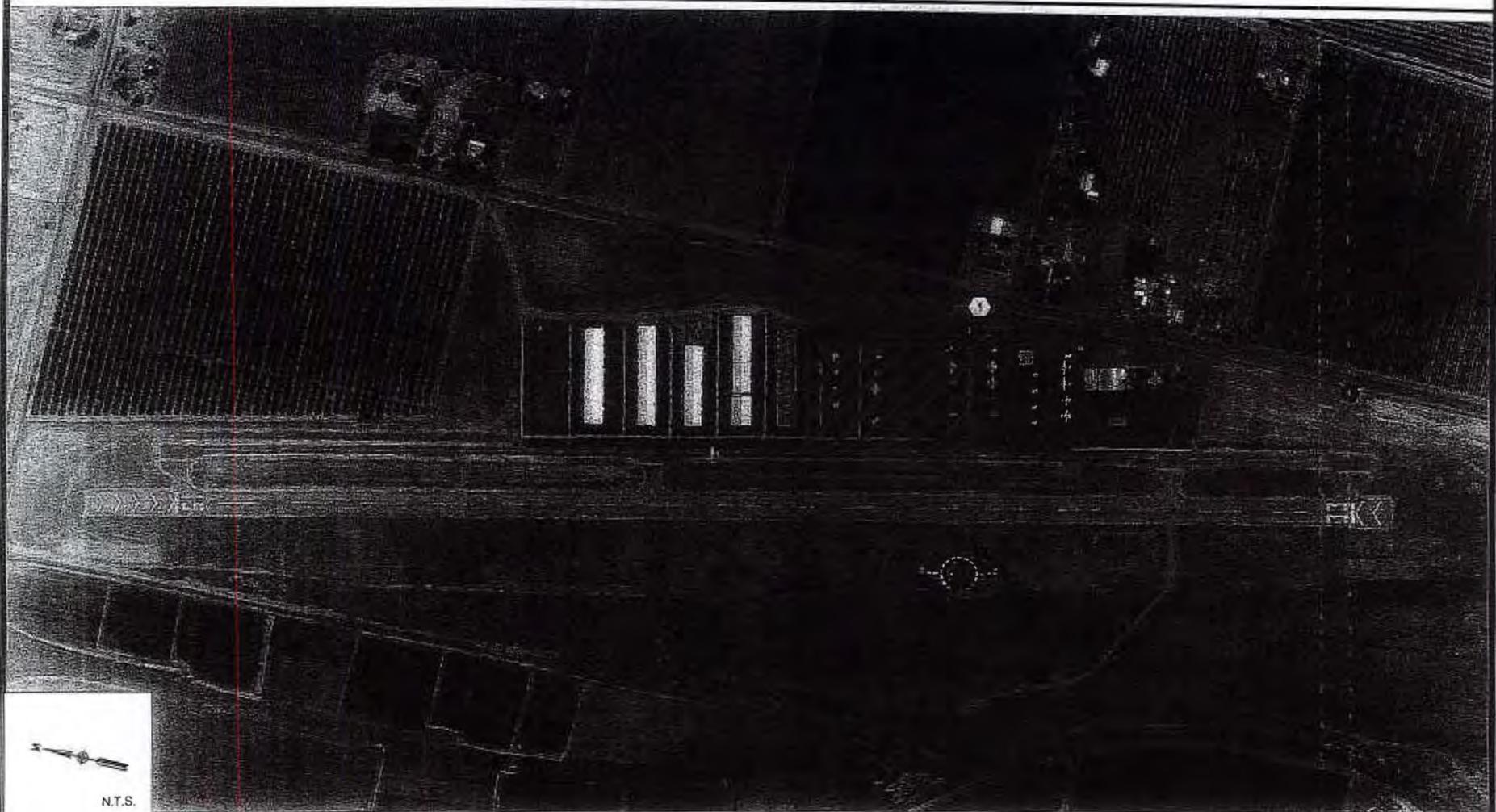
**IV. TOTALS:**

A. ESTIMATE OF MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<b>\$149,761</b>
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# REEDLEY MUNICIPAL AIRPORT

PROPOSED PROJECT

FIGURE 1



N.T.S.

## LEGEND

 APRON PAVEMENT REHABILITATION

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Reedley

Airport: (O32) Reedley Municipal Airport

Project Number: 3-06-0196

Description of Work: Apron Pavement Rehabilitation Design

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Reedley Municipal Airport

Address: 4557 S. Frankwood Avenue, Reedley, CA 93654

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            .

Name of Sponsor: City of Reedley

Name of Sponsor's Authorized Official: Nicole R. Zieba

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Reedley

Airport: (O32) Reedley Municipal Airport

Project Number: 3-06-0196

Description of Work: Apron Pavement Rehabilitation Design

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            .

Name of Sponsor: City of Reedley

Name of Sponsor's Authorized Official: Nicole R. Zieba

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Reedley

Airport: (O32) Reedley Municipal Airport

Project Number: 3-06-0196

Description of Work: Apron Pavement Rehabilitation Design

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes    No    N/A
  
5. Sponsor has publicized or will publicize a RFQ that:
  - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)). Yes    No    N/A
  
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes    No    N/A
  
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
 Yes    No    N/A
  
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
  - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14). Yes    No    N/A
  
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes    No    N/A
  
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes    No    N/A
  
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
 Yes    No    N/A
  
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes    No    N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
  - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
  - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j).

Yes    No    N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes    No    N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of            ,            .

Name of Sponsor: City of Reedley

Name of Sponsor's Authorized Official: Nicole R. Zieba

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: City of Reedley

Airport: (O32) Reedley Municipal Airport

Project Number: 3-06-0196

Description of Work: Apron Pavement Rehabilitation Design

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this          day of

Name of Sponsor: City of Reedley

Name of Sponsor's Authorized Official: Nicole R. Zieba

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> <div style="border: 1px solid black; height: 15px; width: 100%; background-color: #cccccc;"></div>	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input style="width: 80px;" type="text" value="Ms."/>	* First Name: <input style="width: 200px;" type="text" value="Nicole"/> Middle Name: <input style="width: 100px;" type="text" value="R."/>
* Last Name: <input style="width: 250px;" type="text" value="Zieba"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text" value="City Manager"/>	
* SIGNATURE: <div style="border: 1px solid black; width: 150px; height: 30px; background-color: #cccccc;"></div>	* DATE: <input style="width: 80px;" type="text"/>

### **STANDARD DOT TITLE VI ASSURANCES**

City of Reedley (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
  - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

**STANDARD DOT TITLE VI ASSURANCES (Continued)**

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** \_\_\_\_\_

**City of Reedley**  
**(Sponsor)** \_\_\_\_\_

\_\_\_\_\_  
**(Signature of Authorized Official)**

\_\_\_\_\_



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



## ASSURANCES

### Airport Sponsors

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### Federal Legislation

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **Specific Assurances**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **Footnotes to Assurance C.1.**

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
- 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

**“The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”**

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated;  
and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**CITY OF REEDLEY - REEDLEY MUNICIPAL AIRPORT  
AIRPORT CAPITAL IMPROVEMENT PROGRAM  
FY 2020-2025**

DATE: 9/27/2019

Airport: City of Reedley	State:	California			NPIAS#:	3-06-0196	LOCID:	O32
Project Description & Year	Federal Funds	State Funds	Local	Total	NPIAS	Environmental	Start	Comp.
							Date	Date
<b>2020</b>								
Apron Pavement Reconstruction Design (Tie-Down Areas)	\$157,500	\$7,875	\$9,625	\$175,000	60	CATEX 2019	June 2020	October 2021
<b>TOTAL (FY2020)</b>	<b>\$ 157,500</b>	<b>\$ 7,875</b>	<b>\$ 9,625</b>	<b>\$ 175,000</b>				
<b>2021</b>								
Apron Pavement Reconstruction Construction (Tie-Down Apron) , Phase I	\$562,500	\$28,125	\$34,375	\$625,000	60	CATEX 2019	June 2021	August 2022
<b>TOTAL (FY2021)</b>	<b>\$ 562,500</b>	<b>\$ 28,125</b>	<b>\$ 34,375</b>	<b>\$ 625,000</b>				
<b>2022</b>								
Apron Pavement Reconstruction Construction (Tie-Down Apron), Phase II	\$720,000	\$36,000	\$44,000	\$800,000	60	CATEX 2019	June 2022	August 2023
<b>TOTAL (FY2022)</b>	<b>\$ 720,000</b>	<b>\$ 36,000</b>	<b>\$ 44,000</b>	<b>\$ 800,000</b>				
<b>2023</b>								
Apron Pavement Reconstruction Construction (Tie-Down Apron), Phase III	\$495,000	\$24,750	\$30,250	\$550,000	60	CATEX 2019 Revalidate 2022	June 2023	August 2024
ALP Narrative and Obstruction Survey	\$180,000	\$9,000	\$11,000	\$200,000	68	N/A	June 2023	Dec. 2024
<b>TOTAL (FY2023)</b>	<b>\$ 675,000</b>	<b>\$ 33,750</b>	<b>\$ 41,250</b>	<b>\$ 750,000</b>				
<b>2024</b>								
Apron Pavement Reconstruction Design (Transient Apron, Fuel Apron and Hangar Areas)	\$207,000	\$10,350	\$12,650	\$230,000	60	CATEX 2023	June 2024	October 2025
Taxiway Pavement Preservation Design	\$67,500	\$3,375	\$4,125	\$75,000	66	CATEX 2023	June 2024	October 2025
<b>TOTAL (FY2024)</b>	<b>\$ 274,500</b>	<b>\$ 13,725</b>	<b>\$ 16,775</b>	<b>\$ 308,000</b>				
<b>2025</b>								
Apron Pavement Reconstruction Construction (Transient Apron), Phase I	\$1,080,000	\$54,000	\$68,000	\$1,200,000	60	CATEX 2023	June 2025	August 2026
<b>TOTAL (FY2025)</b>	<b>\$ 1,080,000</b>	<b>\$ 54,000</b>	<b>\$ 68,000</b>	<b>\$ 1,200,000</b>				
<b>TOTAL (FY2020 - FY2025)</b>	<b>\$ 3,489,500</b>	<b>\$ 173,475</b>	<b>\$ 212,025</b>	<b>\$ 3,685,000</b>				



## REEDLEY CITY COUNCIL

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

ITEM NO: 7

**DATE:** December 10, 2019

**TITLE:** APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A SERVICES AGREEMENT WITH SPECTRUM ENERGY SOLUTIONS, LLC FOR ONGOING UTILITY ENERGY USE AUDIT SERVICES AND IMPLEMENTATION & MONITORING OF COST SAVING MEASURES

**SUBMITTED:** Paul A. Melikian, Assistant City Manager 

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

### RECOMMENDATION

Request Council approval of the attached professional services agreement with Spectrum Energy Solutions, LLC in an amount not to exceed \$2,200 per month, or \$26,400 annually, for ongoing energy use audit services, and implementation and monitoring of cost saving measures.

### EXECUTIVE SUMMARY

The City spent \$1,135,151 on electricity alone last fiscal year, with the majority of costs incurred by the Water and Wastewater enterprises (\$771,781). Tariffs from PG&E are changing constantly, along with the rules within each available rate structure. Although the City has had its energy rate structures reviewed in the past, it was for a specific point in time only, and there was not ongoing monitoring and follow-up by an energy expert to ensure that the savings would continue into the future. With the rate of changes and complexity in the utility industry, doing nothing will result in the City paying more over time, and at worst, selecting the incorrect tariff (rate structure) could even cost the City more.

Spectrum Energy Solutions, LLC (Spectrum) is a proven energy use consultant that utilizes specific industry know-how and proprietary analytic software to produce significant energy cost savings for clients in the public and private sectors. Spectrum has conducted a cursory review of the City's current energy use and rate structure and indicates that a minimum 13% savings can be realized. Their services to the City under the attached agreement include:

- Historical audit of energy usage
- Optimize electric & gas tariffs
- Identify utility billing errors and secure retroactive refunds
- Assess and apply opportunities to reduce demand charges
- Secure natural gas from third party suppliers
- Process claims against the utility
- Reduce water pumping costs
- Model impacts of operational changes on cost of energy
- Review utility gas and electric new business contracts
- Secure incentive and rebate funding from utilities for energy efficiency projects.

Spectrum staff demonstrated detailed knowledge of the rate structures, and ability analyze and monitor City energy use for every single meter on a monthly basis to make recommendations to staff to change rate structures. Spectrum's assurances of significant savings are built into the contract by allowing the City to terminate the agreement at any point should fees paid to them exceed 30% of the energy cost

savings. However, the City's energy expenses are of a magnitude that, should this project result in only 5.0% savings, the annual amount (saved) would still be more than double the amount that would be paid to Spectrum.

**BACKGROUND**

Spectrum Energy Solutions is a professional energy brokering and consulting firm, featuring three main disciplines: energy engineering, energy accounting, and energy brokering. Spectrum provides assurance to the City that it will be paying the least amount possible for our gas and electricity, specifically by providing a range of energy cost reduction no-investment options, and by simplifying complex utility issues. Spectrum will also intercede and advocate for the City on utility issues in the 'grey areas' that are open to interpretation.

**FISCAL IMPACT**

Spectrum will be paid a monthly fixed fee in the amount of \$2,200 per month. In the event that the cumulative fees from the contract start date to the current billing date exceeds 30% of the cumulative energy cost savings for the same period, the City will have the option to provide a 30-day notice of cancellation. In certain unique cases, Spectrum may also be able to secure a one-time retroactive refund related to past energy costs. Due to the complexity of these interactions with the City's utilities and the California Public Utilities Commission, these one-time energy cost reduction measures are invoiced at a rate of 50%.

The monthly fee will be paid from various City funds, proportionate to the energy savings experienced. For example, if 50% of the savings are realized by the Water Division due to favorable changes to the tariffs, then that Division will pay 50% of the cost.

**ATTACHMENT**

Professional Services Agreement

## Professional Energy Services Agreement

Spectrum Energy Solutions LLC  
1444 Fulton Street  
Fresno, CA 93721  
Office (559) 438-2700 / Fax (559) 438-2702



**Client:** City of Reedley

**Date:** \_\_\_\_\_

**Billing Address:** c/o Accounts Payable 845 G. Street, Reedley, CA

**Phone:** (559) 637-4200

**Contact:** Russ Robertson, Paul Melikian

**Job Title:** Secure energy cost savings

### Professional Energy Services Scope of Work:

#### Soft Measures:

Spectrum employs a full menu of energy cost saving measures. These (soft) measures are administrative in nature and **do not require capital investment**. These are:

#### Services:

- Historical audit of energy usage
- Optimize electric and gas tariffs
- Identify utility billing errors and secure retroactive refunds
- Assess and apply opportunities to reduce demand charges
- Secure natural gas from third party suppliers
- Process claims against the utility
- Reduce water pumping costs
- Model impacts of operational changes on cost of energy
- Review utility gas and electric new business contracts
- Secure incentive and rebate funding from utilities for energy efficiency projects.

#### Terms:

Monthly fixed fee: A monthly fixed fee in the amount of \$2,200 per month. In the event that the cumulative fees from the contract start date to the current billing date exceeds 30% of the cumulative energy cost savings for the same period, the City shall have the option to provide a 30-day notice of cancellation.

Retroactive Refunds: In certain unique cases, Spectrum is able to secure a one-time retroactive refund related to energy costs. Due to the complexity of these interactions with the City's utilities and the CPUC, these one-time energy cost reduction measures are invoiced at a rate of 50%.

Consulting on Special Projects: Professional energy services outside the scope of this agreement are available at the hourly rates outlined in Addendum B. An example of this is Spectrum's review of solar contracts to ensure vendor compliance.

Insurance and Indemnification Requirements: See Addendum A

# Professional Energy Services Agreement

IN SIGNING, THE CLIENT ACKNOWLEDGES HIS APPROVAL OF EACH PROVISION AND AUTHORIZES SPECTRUM ENERGY SOLUTIONS TO PERFORM THE SCOPE OF WORK AS DESCRIBED HERE.

**Client**

Signed \_\_\_\_\_

Print Name Nicole R. Zieba

Title City Manager Date \_\_\_\_\_

**Spectrum Energy Solutions LLC**

Signed: \_\_\_\_\_

Print Name Michael W. Jennings

Title President/CEO Date \_\_\_\_\_

# Professional Energy Services Agreement

## Provisions of Agreement

1. This agreement contains the entire agreement between the parties relating to the scope of work as delineated herein.
2. If any term or condition of this agreement is held void or unenforceable, that judgment shall not invalidate the remaining provisions of this agreement.
3. All work product of any kind produced by consultant is confidential and may not be shared with any person or entity outside of this agreement.
4. Client and consultant agree to cooperate with each other in every way on the full scope of this work for the entire contract term.
5. Consultant is the expert in matters pertaining to the reduction of energy costs and client has retained consultant expressly for the purpose of preparing work product and making decisions regarding energy cost savings. As such, the client's in-house personnel or outside local Utility personnel may not compete with, hinder or usurp the consultant's authority to carry out its purpose.
6. Consultant has a right to complete all services described in this contract.
7. Consultant will invoice client on a regular basis.
8. Responsibility for payment for consultant's services may not be transferred to a third party without the written consent of the consultant.
9. Spectrum has the right to assign the contract.
10. Consultant is not responsible for delay caused by factors beyond consultant's reasonable control, including client's failure to furnish timely information.
11. Consultant makes no warranty as to their findings, recommendations, or professional advice, except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
12. Consulting services performed pursuant to this agreement are based upon conditions existing at the time of preparation of consultant's services.
13. In the event client discovers or becomes aware of changed conditions which necessitate clarification, adjustments, modifications or other changes to the project, client agrees to notify consultant and engage consultant to prepare the necessary clarifications, adjustments, modifications or other changes to consultant's services or work product.
14. Client agrees to limit the liability of consultant, its principals and employees, all contractors and subcontractors to the consultant's fee for this scope of work.
15. If a dispute arises regarding consultant's fees pursuant to this contract, and if the dispute cannot be resolved by the Parties, they shall bring the matter to the American Arbitration Association for mediation.
16. Spectrum Energy Solutions has the first right of refusal to provide third party electricity should the CPUC open Direct Access to this client.

Client Initials \_\_\_\_\_ Consultant Initials \_\_\_\_\_

# Professional Energy Services Agreement

## Addendum A

### Indemnification Requirements

Indemnity for Professional Liability: When the law establishes a professional standard of care for Spectrum's Services, to the fullest extent permitted by law, Spectrum shall indemnify, protect, defend, and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Spectrum, its officers, agents, employees, or subcontractor (or any Agency or individual that Spectrum shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Spectrum shall indemnify, defend, and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Spectrum or by any individual or Agency for which Spectrum is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Spectrum.

### Insurance Requirements

#### Commercial General Liability

- a. Spectrum shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Spectrum's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- b. Any failure to comply with reporting provisions of the policies by Spectrum shall not affect coverage provided the City.
- c. Coverage shall state that Spectrum'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.
- d. Coverage shall contain a waiver of subrogation in favor of the City.

# Professional Energy Services Agreement

## Addendum A

Continued

### Business Automobile Liability

Spectrum shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

### Workers' Compensation and Employers' Liability

Spectrum shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Spectrum shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

### All Coverages

- Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- Evidence of Insurance - Prior to commencement of work, the Spectrum shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Spectrum must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

# Professional Energy Services Agreement

## Addendum B Spectrum Energy Solutions Fee Structure Effective 1/1/2019

	Hourly Fee
Expert Witness	\$300
Principal	\$210
Energy CPA	\$195
Project Manager	\$155
Engineer	\$145
Analyst	\$110
Data Specialist	\$60
Admin	\$50



## REEDLEY CITY COUNCIL

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

ITEM NO: 8

**DATE:** December 10, 2019

**TITLE:** SECOND READING AND ADOPTION OF ORDINANCE NO. 2019-009, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING SECTION 4-1-6 AND AMENDING VARIOUS PROVISIONS OF CHAPTER 1 OF TITLE 8 OF THE REEDLEY MUNICIPAL CODE PERTAINING TO WATER SYSTEM REGULATIONS.

**SUBMITTED:** Russ Robertson, Public Works Director *RR*

**APPROVED:** Nicole Zieba, City Manager *NZ*

### RECOMMENDATIONS

Staff recommends that the City Council of the City of Reedley approve the Second reading and Adoption of Ordinance No. 2019-009, an Ordinance of the City Council of the City of Reedley amending Title 4, Chapter 1, Article 6, and Title 8, Chapter 1, Articles 1, 3, 6, 10, 11, and 13 pertaining to rate collection due dates and City water system requirements and regulations.

### EXECUTIVE SUMMARY

In order to comply with SB 998, also known as the Water Shutoff Protection Act, and to provide clarity and consistency in regards to City water system requirements and regulations staff is proposing amended and modified language to certain sections of Title 4 and Title 8 of the City of Reedley Municipal Code. Some of the sections, such as 8-1-1, 8-1-10, and 8-1-11 have not been updated since 1914. Section 8-1-6 pertains to water meters and was last updated 38 years ago, long before water meters were required by the State of California. The amended section deletes outdated language and provides current information for the brand, size, and location of City water meters, as well as responsibility for damaged or vandalized water meters. Amended language to Section 8-1-13-4(A) provides clarification and definition of the customer's water system as well as private fire line services. To reduce codification costs, staff desired to make the billing and water system code section updates at the same time.

On November 12, 2019, the introduction and first reading of Ordinance 2019-009 was presented to the City Council and the Council unanimously voted in favor of the proposed ordinance.

### BACKGROUND

On August 27, 2019, the City Council received a briefing on SB 998, Discontinuation of Residential

Water Service, known as the Water Shutoff Protection Act, that was signed into law September 28, 2018. It requires all public water systems with more than 200 service connections provide certain notices and options be given to customers before residential water service may be terminated for nonpayment of a delinquent account. The effective date of the changes is February 1, 2020. Commercial service accounts are not affected by SB 998. Although the City has more lenient shut off practices than most surrounding communities, there are still many updates to operating procedures and billing practices that will require custom programming of the City's utility billing software, adoption of new policies, and revisions to City ordinances.

Under requirements set forth under SB 998, residential accounts must be at least 60-days delinquent before service is discontinued. Fortunately, this portion of the City's current shutoff practices currently align with the new law; however, a slight modification is necessary to the due dates of the bills/charges of all three of the City provided utilities in the municipal code. The due dates are proposed to be changed to the 6<sup>th</sup> of the month from the current 13<sup>th</sup> and 15<sup>th</sup> of the month. Utility bills are currently considered late if payment is not received by the 15<sup>th</sup> of the month, or next business day if the 15<sup>th</sup> falls on a weekend/holiday. The change is necessary so that the City's current practice of performing service shut offs approximately two and a half months after an account becomes delinquent can still occur.

If the due dates are not revised, the City will not be able to disconnect service for delinquent accounts until almost three months of services have been provided, and current security deposits will not be sufficient to cover the possible loss of revenue. This is primarily due to a new requirement set forth in SB 998, that residential service may be discontinued no sooner than five (5) business days after posting final notice of intent to disconnect service at the property, which is currently covered by the City's practice of delivering "door hangers". This is a substantial increase in time to customers to pay their delinquent account before shutoff, as the City currently provides approximately two (2) business days' notice from the time of placing the door hangar before water service is ultimately shut off.

During the course of the last several months, staff have also been working on updating and amending Municipal Code language regarding the requirements and regulations of the City's water system.

In Section 8-1-1, language has been added to further delineate the City's liability and rights to shut off the water for emergency repairs, health reasons, or other important water system maintenance issues.

Language was added in Section 8-1-3 to add clarification and detail to the City's mandatory water connection requirement.

In Section 8-1-6 regarding Water Meters, wording was deleted that was adopted in 1981, prior to the State's water meter requirements. Updated language is provided to cover current State requirements, locations, brands, and sizes of water meters, as well as responsibility for water meters and water infrastructure within a private or gated community.

Section 8-1-11, Unlawful Interference, was updated to include specific language about vandalism, tampering, or destroying any part of the water system including the unauthorized turning on or turning off of any water supply.

In Section 8-1-13-4, Requirements, additional language was added to provide a more detailed description of the Customer's system in an effort to avoid confusion. The Customer's system previously began at the connection to the City's water main, however, the City is now responsible for the water meters that were installed per the State mandate and the City is now assuming responsibility for the water service line from the water main to the water meter. All piping on the customers side of the water

meter will be defined as the Customer's system and the customer will be fully responsible for that infrastructure. The lone exception shall be private or gated communities. The Customer's water system definition will not change and shall begin at the connection to the water main pipeline. The City will only be responsible for the water meter itself and no underground infrastructure within the private or gated community. Some clarifying wording was also added regarding Customer's responsibility for private fire service lines.

## **ATTACHMENTS**

1. Ordinance 2019-009

**ORDINANCE NO. 2019-009**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY  
AMENDING SECTION 4-1-6 AND AMENDING VARIOUS PROVISIONS OF  
CHAPTER 1 OF TITLE 8 OF THE REEDLEY MUNICIPAL CODE  
PERTAINING TO WATER SYSTEM REGULATIONS**

THE CITY COUNCIL OF THE CITY OF REEDLEY DOES ORDAIN AS FOLLOWS:

**SECTION 1:** Section 4-1-6 of Chapter 1 of Title 4 of the Reedley Municipal Code is hereby amended in its entirety to read as follows:

**4-1-6: RATES FOR COLLECTION:**

- D. Fees; Due Dates; Billing: All fees provided for in this chapter shall be due and payable in advance. Bills for the removal of regular garbage and yard waste shall be rendered at least once a month; provided, however, all customers of the city's water system shall be billed for the service on their monthly water and sewer bill, and the whole thereof shall be payable as provided in the laws regulating the collection of water bills in the city. When such bills are not paid, they shall become delinquent after the sixth day of the month in which event the solid waste service provided for by this chapter may be subject to immediate discontinuance without further notice. In addition thereto, the city may sue in the civil courts for the collections of such fees.

**SECTION 2:** Sections 8-1-1, 8-1-3, 8-1-6, 8-1-10, 8-1-11, 8-1-13-2, and 8-1-13-4 of Chapter 1 of Title 8 of the Reedley Municipal Code are hereby amended, respectively, to read as follows:

**8-1-1: CITY WATER SYSTEM:**

The Municipal waterworks shall be known as the Reedley City Water Department, and shall be under the direct control and supervision of the Public Works Director. Water supply and service will be provided by the City to customers within the limits of the City of Reedley, or as otherwise approved, in accordance with this chapter and other applicable regulations governing said service as adopted and amended from time to time by the City Council or applicable regulating agencies.

The City will deliver water to its customers at the City's point of responsibility to the customer's system (customer's system as defined in 8-1-13-4(A)(4).

**A. Non-Liability of City**

Except for meeting applicable state water quality standards, the City is not responsible and will not be liable to any customer for any loss, damage, or inconvenience to any customer by reason of water quality; water shortage or insufficiency; any suspension,

interruption, discontinuation, or shut off of water service; or any increase or decrease of water pressure.

**B. Service Interruption**

The City reserves the right at any and all times to shut off water delivery for any purpose, including but not limited to maintenance, emergency repairs, public health or safety, water conservation, or improvements to the system. As reasonably practical, the City will attempt to provide advance notice by personal contact, mail, or door hanger, of any interruption of service to all water users affected by the interruption.

**8-1-3: MANDATORY CONNECTION REQUIRED:**

Any buildings within the City limits of the City of Reedley, including but not limited all residential, industrial, educational, governmental, and commercial buildings, located on property adjacent to a water main, or in a block through which a water main extends, must apply for connection and connect to the City water system as provided herein, except as otherwise provided in subsection C below.

- A. Connection To System: Every building permit issued either for the construction of a new building or for remodeling of an existing building, if the remodeling cost is twenty five percent (25%) or more of the current assessed valuation, shall require the building to be connected to the City water system. If the parcel being built on does not have water service, the building permit shall require the extension of a water main across the entire frontage of the property being improved and the installation of water service to serve the parcel. The person applying for the building permit shall install the water main and water service, or shall cause it to be installed, to the satisfaction of the City Engineer.
- B. Required Connection: All buildings currently served by a well or other private systems, situated within the City, which have water mains available shall connect to the City water system within ninety (90) days after date of official notice to do so if one or more of the following applies:
  - 1. The current well or private system servicing the building(s) has systemically failed.
  - 2. The current well or private system servicing the building(s) does not test in conformance with required health and safety standards, as determined by the Director of Public Works and/or the appropriate County or State health official.

Connections to the City water system are all at the expense of the owner of said property. At any time, a property owner may elect to establish a City water system connection in accordance with section 8-1-7 of this chapter. At the time of connection, no well or private system connection may continue to serve the living areas or building(s) on-site. However, an existing well or private system may still

be utilized for the purposes of agricultural irrigation alone, in accordance with section 8-1-9 of this chapter, barring that such system tests in conformance with required health and safety standards, as determined by the Director of Public Works and/or the appropriate County or State health official.

For purposes of this subsection, "available" shall mean having a water main in an easement or roadway abutting the parcel.

- C. Relief From Water Service Connection Requirements: When the City Council determines that special circumstances make connection to the City water system an unreasonable hardship on a property owner, the City Council may, by resolution, suspend the requirement to connect to the City water system for a specific time or for the time the special circumstances exist. Additionally, a connection may be delayed or exempted by the Public Works Director on the grounds that the building is unoccupied and not used by any person(s) and no human needs are generated therein.

#### **8-1-6: WATER METERS:**

All water supplied to customers shall be measured through water meters. Water meters installed must be of the same brand and model used by the City unless a compatible brand or model is approved by the Public Works Director or City Engineer, and the meter and specific size of the meter must be approved by the City Engineer before purchase or installation. Water meters shall be located at or near the customer property line but not located on the customer's property unless approved by the City Engineer or Public Works Director. The proposed location of the water meter must be approved by the Public Works Director or City Engineer prior to installation. The customer or developer responsible for installing the meter is responsible for all costs associated with the approval, purchase, and installation of the water meter.

- A. Installation: Meters shall be installed behind the curb or within a public utility easement. Exact location of meter installation shall be approved by the Public Works Director or City Engineer prior to installation. Meters shall be owned by the City and be replaced at its expense after the payment of the charges established therefor. Any person causing damage to a meter such that it must be replaced or repaired shall be responsible for reimbursing the City the cost to replace or repair the meter. No rent or other charge will be paid by the City for a meter or other facilities, including housings and connections, located on the premises of the applicant. All meters will be sealed by the City at the time of installation, and no seal shall be altered or broken except by an authorized City employee or designee.
- B. Relocation: Meters moved for the convenience of the customer will be relocated at the customer's expense and only under the authorization of the Public Works Director or City Engineer. Meters moved to protect the City's property will be moved at the City's expense.

- C. Nonregistering Meters: If a meter is found to not be registering, the charge for services to the premises shall be at the minimum monthly rate or shall be based on the minimum monthly rate plus estimated consumption if previous consumption information is available. Such estimates shall be made from a previous consumption for a comparable period or by such other method as is determined by the City Water Department, and its decision shall be final.
- D. Water meters within gated or private community: The City shall be responsible for the reading and maintenance of any water meter located within a gated or private community. All other water infrastructure located within the private or gated community including, without limitation, all water piping, valves, and hydrants beginning at the point of connection to the City's water distribution main shall be the sole responsibility of the customer(s).

**8-1-10: INSPECTION AND ENFORCEMENT:**

- A. Authority To Inspect: The Public Works Director, City Engineer, Director of Finance, or any other authorized representative of the City shall have the right, during normal working hours, to enter upon, any premises receiving City water service for the purpose of reading, inspecting, testing, checking, repairing, maintaining, or replacing the City's water meters and water system components, and insuring compliance with the City's laws and regulations pertaining to water and water services.

The public works director may, without notice, shut off water to any consumer or premises, if the water shall be disposed or used in violation of any law, or if the water bills shall be and remain unpaid for a period of more than six (6) days.

- B. Access To Hydrants: It shall be unlawful for any person to place on or about, or near any hydrant, gate valve or stopcock connected with the municipal waterworks system, any rubbish, building material or other substance so as to prevent the free and easy access to such hydrant, gate valve or stopcock at any time.

**8-1-11: UNLAWFUL INTERFERENCE:**

It shall be unlawful for any person, unless under the direction and authorization of the public works director or authorized City representative to do, commit or assist in committing any of the following acts:

- A. To open or close any control valve or fire hydrant connected with the City's water system or lift or remove the cover of any gate valve or shutoffs thereof.
- B. To interfere with, destroy, deface, injure or force open any gate or door, or destroy, injure or deface any part of any well, engine house, reservoir, standpipe,

tank, building, appurtenances, fences, trees, shrubs, fixtures or property connected or pertaining to the City Water System.

- C. To go upon or ascend the stairway or steps of any elevated water storage tank owned or leased by the City.
- D. To make or permit to be made any connection with a main or service pipes of the City Water System, or to turn on or use the water of said system without first obtaining a permit for such use.
- E. To remove, interfere, or tamper with any water meter that is part of the City's water system.
- F. To turn on the water supply to any building or to any supply pipe where the supply has been turned off. Only authorized City staff may turn water back on after the service has been shut off because of the nonpayment of any charge, termination of the water service account, or because of the violation of any City rule, regulation, ordinance, resolution or policy.

#### **8-1-13-2: DEFINITIONS:**

**CUSTOMER'S WATER SYSTEM:** The piping and parts used to convey water supplied by the city water system throughout the customer's premises, including those parts, facilities, and improvements described in Section 8-1-13-4(A).

#### **8-1-13-4: REQUIREMENTS**

##### **A. Water System**

1. The water system shall be considered as made up of two (2) parts: the city system and the customer system.
2. The city system shall consist of the source facilities and the distribution system, and shall include all those facilities of the water system under complete control of the city, from the source of supply up to the point where the customer's system begins. The city system shall include all components of the facilities utilized in the production, treatment, storage and the delivery of water to the distribution system.
3. The distribution system shall include those parts of the facilities beyond the termination of the city distribution system which are utilized in conveying city delivered domestic water to point of use.

4. The customer's system shall include any and all water infrastructure on the customer's side of the City's water meter. In the event that a City water meter does not exist, the customer's system shall begin at the point of connection to the City's water main pipe. Within a gated or private community all water infrastructure, with the exception of the City's water meter, located within the private property or gated community including all water piping, valves, and hydrants, beginning at the point of connection to the City's water distribution main shall be the sole responsibility of the customer(s).
5. Private fire service: The customer assumes full responsibility for the operation, maintenance, repair, and replacement of any private fire system from the connection point to the City's water main pipe.

**SECTION 3:** Section 8-4-4 of Chapter 4 of Title 4 of the Reedley Municipal Code is hereby amended in its entirety to read as follows:

**8-4-4: DELINQUENT CHARGES**

The charges made by this chapter, if not paid by the sixth day of the month, shall become delinquent.

In the event that the charges made by this chapter become delinquent, water service may be discontinued by the city and such water service shall not be resumed until all delinquent charges, together with any service charges necessitated by resumption of water service, have been fully paid.

**SECTION 4:** If any article, section, subsection, sentence, clause, or phrase of this ordinance is held by a court of competent jurisdiction to be invalid, such decision shall not affect the remaining portions this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each article, section, subsection, sentence, clause, and phrase hereof, irrespective of the fact that one or more articles, sections, subsections, sentences, clauses, and phrases be declared invalid.

**SECTION 5:** The City Clerk is hereby directed to cause this ordinance or a summary thereof to be published in a newspaper of general circulation in accordance with the provisions of Government Code Section 36933.

**SECTION 6:** The City Clerk is further directed to cause this ordinance to be codified after its adoption.

**SECTION 7:** This ordinance shall take effect and be in full force thirty (30) days after its final passage and adoption.

The foregoing Ordinance No. 2019-009 was introduced at a regular meeting of the City Council of the City of Reedley held on November 12, 2019, and was thereafter duly adopted at a regular meeting of said City Council held on December 10, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Frank Pinon, Mayor

ATTEST:

\_\_\_\_\_  
Sylvia B. Plata, City Clerk



## REEDLEY CITY COUNCIL

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

ITEM NO: 9

**DATE:** December 10, 2019

**TITLE:** APPROVE ORDINANCE 2019-008 AMENDING CHAPTER 1 OF TITLE 9 OF THE REEDLEY CITY CODE RELATING TO BUILDING CODES.

**SUBMITTED:** Jerry Isaak, Fire Chief  
Reedley Fire Department

Gary Higginbotham  
Community Development Department, Building Official

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

### **RECOMMENDATION**

Staff recommends that the City Council approve Ordinance No. 2019-008, amending Chapter 1 of Title 9 of the Reedley City Code relating to building codes.

### **BACKGROUND**

The last update to the City's Building Codes was conducted in December of 2016 when the City Council adopted Ordinance No. 2016-004 amending Chapter 1 of Title 9 as it relates to adoption of codes. This action adopted the 2016 Building Standards Code.

As an operating practice, every three years (during its triennial cycle) the California Building Standards Commission (BSC) reviews the newest model codes published by various independent code-developing bodies. On July 1, 2019, the State adopted the 2019 California Building Standards Code, which will become effective on January 1, 2020. The 2019 California Building Standards Code includes the following;

Title 24, California Code of Regulations;

- o Part 1 – California Administrative Code
- o Part 2 – California Building Code
- o Part 2.5 – California Residential Building Code
- o Part 3 – California Electrical Code
- o Part 4 – California Mechanical Code
- o Part 5 – California Plumbing Code
- o Part 6 – California Energy Code
- o Part 8 – California Historical Building Code

- o Part 9 – California Fire Code
- o Part 10 – California Existing Building Code
- o Part 11 – California Green Building Standards Code
- o Part 12 – California Reference Standards Code

As a result of the Building Standards Commission's action, each city and county agency may adopt this new code with local amendments by January 1, 2020. If no local action is taken by this date, then the State's Code in its entirety is applicable to the agency when processing building and grading permit applications.

This ordinance was introduced and given first reading by title only at a regular meeting of the City Council on November 12, 2019. This is the second reading of this ordinance. Council approval is necessary to adopt the 2019 California Building Standards Code along with local amendments.

**FISCAL IMPACT**

Budgeted item: No  
Expenditure: Approx. \$2,000  
Fund Acct(s): TBD

**ATTACHMENTS**

1. Ordinance 2019-008

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

## ORDINANCE NO. 2019-008

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING THE 2019 CALIFORNIA BUILDING STANDARDS CODE AND AMENDING CHAPTER 1 OF TITLE 9 OF THE REEDLEY CITY CODE RELATING TO THE BUILDING CODES

THE CITY COUNCIL OF THE CITY OF REEDLEY DOES ORDAIN AS FOLLOWS:

**SECTION 1. FINDINGS AND CONDITIONS:** The City Council is informed and finds that pursuant to the Health and Safety Code, Sections 17958.7 and 18941.5, it is reasonably necessary to adopt and amend the requirements of the 2019 edition of the California Fire Code to properly protect the health, safety and welfare of the existing and future residents and workers within the City, and that these amendments are justified by particular climatic conditions that include, but are not limited by the following findings:

#### **1.1 CLIMATIC – EXTREME TEMPERATURES**

1.1.1 The region is subject to relatively low amounts of precipitation, very low humidity levels and extremely high temperatures. These climatic conditions are conducive to the spread of fire. Attached as Exhibit 1 and incorporated by reference is historical data compiled by the National Weather Service documenting temperatures experienced in Fresno and the greater area which includes Reedley for the months of May through October, and data from the Western Regional Climatic Center documenting humidity. The temperature data shows that during the months of June, July, August and September, the daily high temperature has averaged in excess of 90 degrees, and temperatures often exceed 100 degrees Fahrenheit. During the same months humidity is usually less than 40%, and humidity measurements near 20% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions.

1.1.2 The Heat Stress Index published by the Federal Emergency Management Agency in its publication entitled Emergency Incident Rehabilitation sets forth the stress placed on the human body when exposed to various temperatures and humidity's. This Heat Stress Index is attached as Exhibit 2 and incorporated by reference. A note under the Heat Stress Index Chart states that 10 degrees should be added to the temperature when protective clothing is worn and an additional 10 degrees should be added when standing in direct sunlight. According to this chart, a person exposed to temperatures between 90 and 105 degrees is subject to heat cramps and heat exhaustion.

1.1.3 Because of the extreme heat Reedley experiences during the summer months, Reedley Firefighters responding to fires and other incidents are regularly exposed to temperatures in excess of 105 degrees, when accounting for their protective gear, exposing them to the probability of heat cramps, heat exhaustion and possibly heat stroke.

**SECTION 2.** Section 9-1-1 of Chapter 1 of Title 9 of the Reedley City Code is hereby amended to read as follows:

**“9-1-1: ADOPTION OF CODES:** Pursuant to the provisions of Government Code section 50022.2, the City Council does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the following codes, subject to the amendments, if any, set forth in section 9-1-2 of this chapter:

Administrative code	California Administrative Code, 2019 edition, including appendices thereto, as published by the California Building Standards Commission;
Building code	California Building Code, 2019 edition, including appendices as follows, as published by the California Building Standards Commission; <ul style="list-style-type: none"><li>○ Appendix C: Group U – Agricultural Buildings</li><li>○ Appendix F: Rodent proofing</li><li>○ Appendix G: Flood-Resistant Construction</li><li>○ Appendix H: Signs</li><li>○ Appendix I: Patio Covers</li><li>○ Appendix J: Grading</li><li>○ Appendix K: Flood Protection Plan</li></ul>
California Residential Building code	California Residential Building Code Part 2.5, 2019 edition, including appendices as follows, as published by the California Building Standards Commission; <ul style="list-style-type: none"><li>○ Appendix G: Swimming Pools</li><li>○ Appendix H: Patio Covers</li><li>○ DELETE Section 1.8.8 Appeals Board.</li></ul>
Electrical code	California Electrical code, 2019 edition, including appendices thereto, as published by the California Building Standards Commission; <ul style="list-style-type: none"><li>○ DELETE Section 89.108.8 Appeals Board.</li></ul>
Mechanical code	Uniform Mechanical Code, 2019 edition, including appendices as follows, as published by the California Building Standards Commission; <ul style="list-style-type: none"><li>○ Appendix B: Procedures to be followed to Place Equipment into Operation</li><li>○ Appendix C: Installation and Testing of Oil (liquid) Fuel-fired Equipment</li><li>○ DELETE Section 1.8.8 Appeals Board.</li></ul>

	<ul style="list-style-type: none"> <li>○ Appendix F: Sizing of Venting Systems Serving Appliances Equipped With Draft Hoods, Category 1 Appliances, and Appliances Listed For Use With Type B Vents</li> </ul>
Plumbing code	<p>California Plumbing Code, 2019 edition, including appendices as follows, as published by the California Building Standards Commission;</p> <ul style="list-style-type: none"> <li>○ Appendix A: Recommended Rules of Sizing the Water Supply System</li> <li>○ Appendix B: Explanatory Notes on Combination Waste and Vent Systems</li> <li>○ Appendix D: Sizing Storm Water Drainage Systems</li> <li>○ Appendix I: Installation Standards</li> <li>○ Appendix H: Private Sewage Systems</li> <li>○ DELETE Section 1.8.8 Appeals Board.</li> </ul>
Energy code	<p>California Energy Code, 2019 edition, <i>excluding</i> appendices thereto, as published by the California Energy Standards Commission;</p>
Historical Building code	<p>California Historical Building Code, 2019 edition, including appendices thereto, as published by the California Building Standards Commission;</p>
Fire code	<p>California Fire Code, 2019 edition, including appendices thereto, as published by the California Building Standards Commission;</p>
Existing Building code	<p>California Existing Building Code, 2019 edition, including appendices thereto, as published by the California Building Standards Commission;</p>
Green Building Standards code	<p>California green building Standards Code, 2019 edition, including appendices thereto, as published by the California Building Standards Commission;</p>
Reference Standards code	<p>California Reference Standards Code, 2019 edition, including appendices thereto, as published by the California Building Standards Commission;</p>
Housing Code	<p>Uniform Housing Code, 1997 edition, as published by the International Conference of Building Officials;</p>
Abatement of dangerous buildings	<p>Uniform Code for the Abatement of Dangerous Buildings, 1997 edition, as published by the</p>

International Conference of Building Officials;

The above codes are hereby adopted by the City Council as the building codes of the City, for all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares it would have adopted each section, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional. One copy of each of said codes hereby adopted are on file in the office of the building official and is available for examination by the public.

**SECTION 3.** Section 9-1-2(A)(6) of Chapter 1 of Title 9 of the Reedley City Code is hereby amended to read as follows:

“6. Section 903 of the 2019 California Building Code and the 2019 California Fire Code is hereby amended to add subsection 903.1.1.1. as follows:

903.1.1.1. Automatic Sprinklers, Where Required.

Notwithstanding any other provision of this code, standard automatic sprinkler systems shall be installed and maintained in all group A, B, E, F, I, M, S, U, and H5 occupancies exceeding five thousand (5,000) square feet in gross floor area. When such areas have any eaves or an overhang exceeding a distance of three feet (3') from the wall or support, the gross roof area shall include, but not be limited to, covered walkways, patios, porches or any architectural feature attached to or within ten feet (10') of the structure. In existing buildings where an automatic sprinkler system does not exist, and a change in the character of occupancy or use is made, or the floor area is increased, and the gross floor area exceeds the areas set forth in this subsection before or after the addition or change, an approved automatic sprinkler system shall be installed through the structure, unless a specific development agreement is approved by the building official for the existing areas.

Area separation walls, occupancy separation walls, or parapets shall not be used to create separate buildings on the same property to exclude required automatic sprinkler systems.

**SECTION 4.** Section 9-1-2(A)(7) of Chapter 1 of Title 9 of the Reedley City Code is hereby added to read as follows:

“7. Chapter 1 of the 2019 California Building Code is hereby amended to read as follows:

Section 1.8.8 Appeals Board

1.8.8.1 General. Every city, county or city and county shall establish a local appeals board and a housing appeals board. The local appeals board and housing appeals board shall be the governing body of the city. The board may appoint one or more hearing examiners to hear appeals brought before the board. The hearing examiners shall not be employees of the jurisdiction and shall be qualified and specifically knowledgeable in the California Building Standards Codes and applicable local ordinances. The hearing examiner or examiners shall submit a written report to the board. Such report shall contain a brief summary of the evidence considered and state the examiners findings, conclusions and recommendations.

**SECTION 5.** Section 9-1-2(B) of Chapter 1 of Title 9 of the Reedley City Code is hereby modified to read as follows:

“B. Electrical Code:

Section 89.108.8 Appeals Board

89.108.8.1 General. Every city, county or city and county shall establish a local appeals board and a housing appeals board. The local appeals board and housing appeals board shall be the governing body of the city. The board may appoint one or more hearing examiners to hear appeals brought before the board. The hearing examiners shall not be employees of the jurisdiction and shall be qualified and specifically knowledgeable in the California Building Standards Codes and applicable local ordinances. The hearing examiner or examiners shall submit a written report to the board. Such report shall contain a brief summary of the evidence considered and state the examiners findings, conclusions and recommendations.

**SECTION 6.** The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

This Ordinance shall take effect and be in full force thirty (30) days from and after its adoption.

I hereby certify that the foregoing Ordinance No. 2019-008 was introduced and given first reading by title only at a regular meeting of the City Council of the City of Reedley held on the 12th day of November, 2019, and was thereafter duly passed, approved, and adopted at a regular meeting of said City Council held on the 10th day of December, 2019, by the following vote:

AYES:

NOES:

ABSENT:  
ABSTAIN:

---

Frank Pinon, Mayor

ATTEST:

---

Sylvia Plata, City Clerk

# EXHIBIT 1, PAGE 1

## Fresno, CA - May 2019

CXUS6 KHNX 011146  
CF6:AT  
PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: FRESNO CA  
MONTH: MAY  
YEAR: 2019  
LATITUDE: 36 46 N  
LONGITUDE: 119 43 W

DY	TEMPERATURE (IN F)					:DECPN:	:SNOW:	:WIND		:SUNSHINE: SKY			:PK WND					
	1	2	3	4	5			6A	6B	7	8	9	10	11	12	13	14	15
	MAX	MIN	AVG	DEP	HDD	COB	MTH	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	5-8	WX	SPD	DR
1	72	57	65	-1	0	0	0.00	0.0	0	5.8	15	310	M	M	3		17	310
2	82	55	69	-1	0	4	0.00	0.0	0	5.3	17	290	M	M	1		20	260
3	86	57	72	5	0	7	0.00	0.0	0	5.8	13	330	M	M	5		19	250
4	88	57	73	6	0	8	0.00	0.0	0	7.1	20	310	M	M	5		24	310
5	90	53	69	0	0	1	0.00	0.0	0	9.0	21	310	M	M	4		25	310
6	77	56	67	-1	0	2	0.00	0.0	0	8.1	17	320	M	M	5		20	320
7	79	54	64	-1	0	2	0.00	0.0	0	8.8	16	310	M	M	2		19	310
8	83	56	70	-1	0	5	0.00	0.0	0	7.1	15	300	M	M	3		16	300
9	82	60	71	-1	0	6	0.01	0.0	0	10.0	39	300	M	M	6	10	40	300
10	74	58	66	-3	0	1	0.01	3.0	C	4.6	17	320	M	M	8	11	21	320
11	86	60	73	4	0	9	0.00	3.0	C	3.1	10	350	M	M	3		14	200
12	90	62	76	7	0	11	0.00	3.0	C	7.4	17	300	M	M	1		21	280
13	88	60	74	4	0	9	0.00	0.0	0	10.2	20	300	M	M	4		23	300
14	85	59	72	2	0	7	0.00	0.0	0	9.9	20	310	M	M	6		22	310
15	76	61	69	-1	0	4	0.06	0.0	0	6.9	20	320	M	M	10		22	320
16	67	52	60	-10	5	0	0.76	0.0	0	8.7	24	310	M	M	9	13	27	260
17	68	52	60	-10	5	0	0.00	0.0	0	11.2	20	300	M	M	5		25	300
18	68	51	60	-11	5	0	0.22	0.3	0	7.3	20	90	M	M	9	1	25	90
19	62	52	57	-14	8	0	0.58	0.3	0	8.7	22	290	M	M	8	13	25	280
20	68	49	59	-12	6	0	0.00	0.3	0	6.6	16	320	M	M	5		20	310
21	67	53	60	-11	5	0	0.15	0.0	0	9.6	26	280	M	M	7	10	33	290
22	67	53	60	-12	5	0	0.00	0.0	0	6.9	15	120	M	M	9		20	310
23	73	57	65	-7	0	0	0.34	0.0	0	7.7	16	130	M	M	9	13	22	130
24	77	58	68	-4	0	3	0.00	0.0	0	4.8	M	290	M	M	7	1	M	290
25	83	58	71	-1	0	6	0.00	0.0	0	7.9	23	310	M	M	6	8	28	320
26	58	51	55	-17	10	0	0.21	0.0	0	5.8	17	330	M	M	7	1	21	340
27	65	48	57	-16	8	0	0.00	0.0	0	4.2	10	310	M	M	7		13	320
28	73	58	66	-7	0	1	0.00	0.0	0	3.3	9	130	M	M	8	8	13	300
29	85	62	74	1	0	9	0.00	0.0	0	5.5	12	310	M	M	6	8	14	300
30	89	64	77	4	0	12	0.00	0.0	0	7.3	18	320	M	M	3	8	22	300
31	89	61	75	1	0	10	0.00	0.0	0	7.5	16	90	M	M	5		23	320
3M	2392	1741			57	119	1.38	0.0	222.2				M		175			
AV	77.7	56.2							7.7	FAS:ST	M	M	6			MAX(NPR)		
									MISC	---->	4	10	300			8	49	79

NOTES:  
# LAST OF SEVERAL OCCURRENCES  
COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) , PAGE 1

STATION: FRESNO CA  
MONTH: MAY  
YEAR: 2019  
LATITUDE: 36 46 N  
LONGITUDE: 119 43 W

[TEMPERATURE DATA]	[PRECIPITATION DATA]	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 66.7	TOTAL FOR MONTH: 2.39	1 = FOG OR MIST
DEPR FM NORMAL: -3.4	DEPR FM NORMAL: 1.91	2 = FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
HIGHEST: 90 ON 12	GRST 24HR: 0.76 ON 16-18	3 = THUNDER
LOWEST: 48 ON 17		4 = ICE PELLETS
	SNOW, ICE PELLETS, HAIL	5 = HAIL
	TOTAL MONTH: 0.0 INCH	6 = FREEZING RAIN OR DRIZZLE
	GRST 24HR: 0.0	7 = DUSTSTORM OR SANDSTORM: VSBY 1/2 MILE OR LESS
	GRST DEPTH: 0	8 = SMOKE OR HAZE
		9 = BLOWING SNOW
		X = TORNADO
[NO. OF DAYS WITH]	WEATHER - DAYS WITH	
MAX 5.0 OR BELOW: 0	1.75 INCH OR MORE: 0	
MAX 50 OR ABOVE: 0	1.10 INCH OR MORE: 8	
MIN 3.0 OR BELOW: 0	0.50 INCH OR MORE: 0	

# EXHIBIT 1, PAGE 2

## Fresno, CA - June 2019

020556 KHNK 181739  
CF66FAT

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: 1-5)

STATION: FRESNO CA  
MONTH: JUNE  
YEAR: 2019  
LATITUDE: 36 46 N  
LONGITUDE: 119 43 W

L	TEMPERATURE (IN F)				PCPN	SNOW	WIND				SUNSHINE				SKY	PK WND		
	1	4	5	8A			8B	8	9	10	11	12	13	14			15	16
DT	MAX	MIN	AVG	DEP	HDD	COB	MTR	SNW	DPTH	SPD	DIR	MIN	PSBL	S-S	MX	SPD	DR	
1	93	64	79	5	0	14	3.00	0.0	0	5.5	12	320	N	H	5	15	330	
2	91	67	79	5	0	14	0.00	0.0	0	6.1	15	330	H	H	4	22	310	
3	92	65	79	5	0	14	0.00	0.0	0	5.1	15	300	H	H	3	17	300	
4	96	72	84	10	0	19	0.00	0.0	0	6.8	15	310	K	K	2	4	28	310
5	101	75	88	13	0	23	0.00	0.0	0	7.6	18	320	K	K	1	24	310	
6	92	67	80	5	0	15	0.00	0.0	0	15.7	25	310	M	H	4	H	29	300
7	82	59	71	-4	0	6	0.00	0.0	0	13.4	23	310	M	H	3	H	23	310
8	86	56	71	-4	0	6	0.00	0.0	0	6.7	15	320	M	H	3	21	310	
9	96	64	80	4	0	15	0.00	0.0	0	5.5	13	320	M	H	5	14	310	
10	103	70	87	11	0	22	0.00	0.0	0	4.6	12	300	M	K	7	16	330	
11	103	75	89	13	0	24	0.00	0.0	0	4.1	15	120	M	H	6	H	19	120
12	106	77	92	16	0	27	0.00	0.0	0	8.2	18	300	M	H	5	22	300	
13	99	72	86	10	0	21	0.00	0.0	0	9.6	23	310	H	H	2	H	27	310
14	93	67	80	3	0	15	0.00	0.0	0	7.7	15	300	M	H	3	19	300	
15	93	67	80	3	0	15	0.00	0.0	0	8.5	16	310	M	H	4	18	310	
16	92	63	78	1	0	13	0.00	0.0	0	8.4	14	310	H	H	5	16	310	
17	96	69	83	5	0	18	0.00	0.0	0	6.9	16	300	H	H	5	19	300	
18	100	73	87	9	0	22	0.00	0.0	0	5.9	14	310	M	H	2	17	330	
19	102	74	88	10	0	23	0.00	0.0	0	6.9	18	310	M	H	1	22	300	
20	91	69	80	2	0	15	0.00	0.0	0	9.4	18	310	M	H	1	22	310	
21	88	63	76	-3	0	11	0.00	0.0	0	9.1	21	290	M	H	1	26	210	
22	92	66	79	0	0	14	0.00	0.0	0	5.4	13	310	H	H	1	16	330	
23	98	70	84	5	0	19	0.00	0.0	0	6.6	15	310	M	H	1	19	310	
24	100	71	86	7	0	21	0.00	0.0	0	7.6	16	300	M	H	4	20	300	
25	96	68	82	2	0	17	0.00	0.0	0	10.3	22	300	M	H	3	26	310	
26	83	64	74	-3	0	12	0.00	0.0	0	12.5	22	320	M	H	2	28	320	
27	84	60	72	-8	0	7	0.00	0.0	0	12.8	20	320	M	H	2	30	310	
28	98	69	84	6	0	9	0.00	0.0	0	9.9	23	310	M	H	1	H	26	320
29	97	67	82	4	0	12	0.00	0.0	0	7.5	16	320	M	H	3	21	320	
30	94	64	79	-2	0	14	0.00	0.0	0	6.7	21	310	M	H	1	H	24	320
SM	2829	2013			0	477	0.00	0.0	0	243.0			M	H	89			
AV	94.3	67.1								3.1	FASTST	N	H	3	MAX(MPH)			
											H	25	310		4	30	310	

NOTES:  
# LAST OF SEVERAL OCCURRENCES

COLUMN 11 PEAK WIND IN H.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: 7-6) ; PAGE 2

STATION: FRESNO CA  
MONTH: JUNE  
YEAR: 2019  
LATITUDE: 36 46 N  
LONGITUDE: 119 43 W

[TEMPERATURE DATA]	[PRECIPITATION DATA]	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 80.1	TOTAL FOR MONTH: 0.00	2 = FOG OR MIST
DEPR FN NORMAL: 2.5	DEPR FN NORMAL: -0.31	3 = FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
HIGHEST: 106 ON 12	GRTST 24HR 0.00 ON 30-30	4 = THUNDER
LOWEST: 56 ON 8		5 = ICE PELLETS
	SNOW, ICE PELLETS, HAIL	6 = FREEZING RAIN OR DRIZZLE
	TOTAL MONTH: 0.0 [INCH]	7 = DUSTSTORM OR SANDSTORM: VSBY 1/2 MILE OR LESS
	GRTST 24HR 0.0	8 = SMOKE OR HAZE
	GRTST DEPTH: 0	9 = BLOWING SNOW
		X = TORNADO
NO. OF DAYS WITH:	[WEATHER - DAYS WITH]	
MAX 32 OR BELOW: 0	0.01 [INCH OR MORE]: 0	
MAX 30 OR ABOVE: 24	0.10 [INCH OR MORE]: 0	
MIN 32 OR BELOW: 0	0.50 [INCH OR MORE]: 0	
MIN 0 OR BELOW: 0	1.00 [INCH OR MORE]: 0	

# EXHIBIT 1, PAGE 3

## Fresno, CA - July 2019

CXUS56 KHNX 011146

CF6FAT

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: FRESNO CA  
 MONTH: JULY  
 YEAR: 2019  
 LATITUDE: 36 46 N  
 LONGITUDE: 119 43 W

TEMPERATURE (S-F)		PRECIP:		SNOW:		WIND		SUNSHINE:		SKY		PK WIND						
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18
DAY	MAX	MIN	AVG	DEP	RCD	CDD	WTR	SMM	OPIN	SPD	DIR	MIN	PSEL	S	SK	SPD	DIR	DR
1	94	64	79	-2	0	14	1.00	0.0	0	9.4	18	310	M	H	1			33 320
2	92	63	78	-3	0	13	0.00	0.0	0	8.9	17	290	M	H	2			31 260
3	91	61	76	-6	0	11	0.00	0.0	0	7.8	16	320	M	H	2			21 290
4	93	64	79	-3	0	14	0.00	0.0	0	7.2	14	290	M	H	3	#		18 300
5	98	68	83	1	0	18	0.00	0.0	0	6.6	13	310	M	H	1			16 310
6	100	71	86	4	0	21	0.00	0.0	0	6.5	16	290	M	H	2			19 290
7	93	69	81	-1	0	16	0.00	0.0	0	6.2	17	310	M	H	2			23 310
8	92	62	77	-5	0	12	0.00	0.0	0	9.4	19	300	M	H	1			23 300
9	92	61	77	-6	0	12	0.00	0.0	0	9.0	16	310	M	H	3			19 310
10	95	64	80	-3	0	15	0.00	0.0	0	9.2	16	310	M	H	4			21 310
11	98	69	84	-1	0	19	0.00	0.0	0	9.2	17	290	M	H	1			22 290
12	100	70	85	2	0	20	0.00	0.0	0	8.0	14	300	M	H	1	#		17 320
13	105	72	89	6	0	24	0.00	0.0	0	8.2	17	310	M	H	0			22 310
14	104	73	89	6	0	24	0.00	0.0	0	9.4	18	310	M	H	1			22 300
15	100	71	86	3	0	21	0.00	0.0	0	10.5	21	300	M	H	1	#		24 300
16	97	68	83	0	0	18	0.00	0.0	0	10.3	23	320	M	H	1	#		20 310
17	97	68	83	-1	0	18	0.00	0.0	0	5.5	13	310	M	H	3	#		15 320
18	99	70	85	-1	0	20	0.00	0.0	0	7.3	18	320	M	H	2			22 320
19	96	69	83	-1	0	18	0.00	0.0	0	7.3	14	310	M	H	0			17 310
20	95	67	81	-3	0	16	0.00	0.0	0	8.1	15	320	M	H	4			18 320
21	100	69	85	1	0	20	0.00	0.0	0	5.7	14	330	M	H	2			17 320
22	104	73	89	5	0	24	0.00	0.0	0	7.0	16	310	M	H	2			20 310
23	102	72	87	6	0	25	0.00	0.0	0	7.0	16	320	M	H	5			21 320
24	106	75	91	7	0	26	0.00	0.0	0	8.0	14	300	M	H	2	#		17 300
25	104	78	91	7	0	26	0.00	0.0	0	5.8	14	140	M	H	7			17 130
26	106	80	93	9	0	28	0.00	0.0	0	7.8	16	320	M	H	2			21 310
27	105	73	89	5	0	24	0.00	0.0	0	7.3	13	150	M	H	2			17 150
28	107	77	92	8	0	27	0.00	0.0	0	5.4	12	320	M	H	2			16 240
29	104	75	90	6	0	25	0.00	0.0	0	6.7	17	300	M	H	3			23 290
30	99	67	81	-1	0	18	0.00	0.0	0	6.2	15	310	M	H	1			18 320
31	100	66	83	0	0	19	0.00	0.0	0	6.9	15	300	M	H	1			16 310

NOTES:

# LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6) PAGE

STATION: FRESNO CA  
 MONTH: JULY  
 YEAR: 2019  
 LATITUDE: 36 46 N  
 LONGITUDE: 119 43 W

(TEMPERATURE DATA)	(PRECIPITATION DATA)	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 84.2	TOTAL FOR MONTH: T	1 = FOG OR MIST
DPTR FM NORMAL: 1.7	DPTR FM NORMAL: -0.0	2 = FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
HIGHEST: 107 ON 24	GRSTST 24HR: T IN 16-18	3 = THUNDER
LOWEST: 61 ON 9, 1	SNOW, ICE PELLETS, HAIL	4 = ICE PELLETS
	TOTAL MONTH: 0.0 INCH	5 = HAIL
	GRSTST 24HR: 9.0	6 = FREEZING RAIN OR DRIZZLE
	GRSTST DEPTH: 1	7 = DUSTSTORM OR SANDSTORM: VSBY 1/4 MILE OR LESS
		8 = SMOKE OR HAZE
(NO. OF DAYS WITH)	(WEATHER - DAYS WITH)	9 = FLOWING SNOW
MAX 32 OR BELOW: 0	0-01 INCH OR MORE: 0	X = TORNADE
MAX 95 OR ABOVE: 1	0.10 INCH OR MORE: 1	
WET 15 OR BELOW: 0	1.50 INCH OR MORE: 0	

# EXHIBIT 1, PAGE 4

## Fresno, CA - August 2019

CXUS56 KIIX 011.46  
CF6FAC  
PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-61)

STATION: FRESNO CA  
MONTH: AUGUST  
YEAR: 2019  
LATITUDE: 36 46 N  
LONGITUDE: 119 43 W

TEMPERATURE (IN F):		PRECIP:		SNOW:		WIND		SUNSHINE:		SKY		PK WND						
1	2	3	4	5	6A	6P	7	8	9	10	11	12	13	14	15	16	17	18
12Z AVG MK 2MIN																		
BY	MAX	MIN	AVG	DEF	HDD	CDD	WTR	SNW	DPTR	SPD	DIR	MIN	PSBL	CLR	MK	SPD	DIR	
1	100	69	85	2	0	20	0.00	0.0	0	9.0	17	310	M	0	0	21	310	
2	99	66	83	1	0	17	0.00	0.0	0	7.8	15	320	M	0	1	20	310	
3	102	71	87	4	0	22	0.00	0.0	0	4.9	13	140	M	0	0	16	130	
4	105	73	89	6	0	24	0.00	0.0	0	6.8	16	320	M	0	1	21	320	
5	107	73	87	4	0	22	0.00	0.0	0	7.9	16	310	M	0	1	19	310	
6	104	72	88	5	0	23	0.00	0.0	0	6.9	15	310	M	0	4	18	310	
7	101	73	87	4	0	22	0.00	0.0	0	9.0	21	320	M	0	1	25	320	
8	95	68	82	1	0	17	0.00	0.0	0	9.0	21	310	M	0	4	25	330	
9	92	63	78	0	0	13	0.00	0.0	0	9.4	16	310	M	0	2	20	320	
10	91	66	78	0	0	14	0.00	0.0	0	9.1	21	330	M	0	2	23	320	
11	91	64	78	0	0	13	0.00	0.0	0	10.1	18	310	M	0	0	23	320	
12	96	68	82	0	0	17	0.00	0.0	0	5.7	14	310	M	0	0	19	290	
13	91	70	86	4	0	21	0.00	0.0	0	8.1	13	310	M	0	0	15	310	
14	95	72	88	7	0	24	0.00	0.0	0	5.5	12	300	M	0	2	15	290	
15	97	74	90	8	0	26	0.00	0.0	0	6.3	13	290	M	0	0	19	280	
16	104	75	92	10	0	27	0.00	0.0	0	3.6	16	310	M	0	0	18	310	
17	103	71	86	4	0	23	0.00	0.0	0	8.3	19	220	M	0	1	21	320	
18	99	66	81	1	0	16	0.00	0.0	0	7.3	18	310	M	0	0	19	310	
19	95	64	80	1	0	15	0.00	0.0	0	7.7	15	310	M	0	2	18	320	
20	94	64	79	0	0	14	0.00	0.0	0	10.1	17	310	M	0	1	21	310	
21	96	66	81	0	0	16	0.00	0.0	0	9.5	16	290	M	0	2	19	290	
22	97	71	86	3	0	19	0.00	0.0	0	6.1	12	290	M	0	1	16	300	
23	102	74	89	7	0	23	0.00	0.0	0	6.9	14	310	M	0	1	19	310	
24	101	74	89	7	0	23	0.00	0.0	0	7.5	17	310	M	0	2	20	310	
25	103	74	90	9	0	24	0.00	0.0	0	7.7	15	320	M	0	1	19	320	
26	102	75	90	9	0	24	0.00	0.0	0	6.6	13	320	M	0	1	17	320	
27	105	76	91	11	0	26	0.00	0.0	0	7.9	14	320	M	0	1	19	310	
28	104	78	90	9	0	24	0.00	0.0	0	7.8	17	310	M	0	1	23	340	
29	97	70	84	4	0	19	0.00	0.0	0	9.7	18	320	M	0	0	23	310	
30	96	66	81	1	0	16	0.00	0.0	0	7.5	16	320	M	0	0	19	330	
31	100	70	85	5	0	20	0.00	0.0	0	5.6	13	300	M	0	1	20	310	
32	104	73	89	9	0	22	0.00	0.0	0	7.9	13	310	M	0	1	19	310	

NOTES:  
# LAST OF SEVERAL OCCURRENCES  
COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-61) PAGE 2

STATION: FRESNO CA  
MONTH: AUGUST  
YEAR: 2019  
LATITUDE: 36 46 N  
LONGITUDE: 119 43 W

TEMPERATURE DATA	PRECIPITATION DATA	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 84.4	TOTAL FOR MONTH: 0.00	1 = FOG OR MIST
DPTR FM NORMAL: 3.1	DPTR FM NORMAL: 0.0	2 = FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
HIGHEST: 103 ON 16	ERTST 24HR: 0.00 ON 11-11	3 = THUNDER
LOWEST: 62 ON 9		4 = ICE PELLETS
	SNOW, ICE PELLETS, HAIL	5 = HAIL
	TOTAL MONTH: 0.0 (INCH)	6 = FREEZING RAIN OR DRIZZLE
	ERTST 24HR: 0.0	7 = DUSTSTORM OR SANDSTORM; VSBY 1/4 MILE OR LESS
	ERTST DEPTH: 0	8 = SMOKE OR HAZE
(NO) OF DAYS WITH:	WEATHER - DAYS WITH:	9 = BLOWING SNOW
MAX 33 OF 30.0W: 3	0.01 INCH OR MORE: 0	X = TORNAO
MAX 36 OF 30.0W: 21	0.10 INCH OR MORE: 0	
MAX 32 OF 30.0W: 4	0.50 INCH OR MORE: 0	

# EXHIBIT 1, PAGE 5

## Fresno, CA - September 2019

CXUS56 KHNX 011146  
CF6FAT

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: FRESNO CA  
MONTH: SEPTEMBER  
YEAR: 2019  
LATITUDE: 36 46 N  
LONGITUDE: 119 43 W

TEMPERATURE IN F:		PRECIP:		SNOW:		WIND:		SUNSHINE:		SKY:		PK WND:						
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18
BY	MAX	MIN	AVG	DEF	HDD	TDD	WTR	SNW	DPTR	SPD	SPD	DIR	MIN	PSSL	S-S	WK	SPD	DR
1	102	71	87	0	0	0	0.00	0.0	0	4.8	13	280	M	M	1		16	290
2	104	74	89	0	0	0	0.00	0.0	0	7.5	17	300	M	M	4		21	300
3	100	73	87	0	0	0	0.00	0.0	0	8.0	15	300	M	M	2	4	22	310
4	107	74	88	0	0	0	0.00	0.0	0	5.7	17	310	M	M	3		24	320
5	101	77	89	0	0	0	0.00	0.0	0	3.1	20	300	M	M	5		22	310
6	100	72	86	0	0	0	0.00	0.0	0	7.6	15	310	M	M	4	8	20	310
7	93	64	78	0	0	0	0.00	0.0	0	10.7	16	310	M	M	3	78	33	320
8	84	60	72	0	0	0	0.00	0.0	0	5.7	14	330	M	M	0	4	17	360
9	82	62	75	0	0	0	0.00	0.0	0	8.8	18	350	M	M	1		23	330
10	87	61	72	0	0	0	0.00	0.0	0	9.7	17	320	M	M	1	4	22	310
11	87	59	73	0	0	0	0.00	0.0	0	4.6	18	320	M	M	0		18	310
12	96	63	80	0	0	0	0.00	0.0	0	5.8	13	330	M	M	0		15	310
13	99	65	82	0	0	0	0.00	0.0	0	4.2	13	350	M	M	4		16	320
14	103	68	86	0	0	0	0.00	0.0	0	4.0	10	360	M	M	4	4	20	350
15	96	68	82	0	0	0	0.00	0.0	0	6.6	11	310	M	M	5		27	300
16	83	62	73	0	0	0	0.00	0.0	0	11.2	25	310	M	M	6	4	32	340
17	83	58	71	0	0	0	0.00	0.0	0	6.5	12	300	M	M	3		19	310
18	85	58	73	0	0	0	0.00	0.0	0	7.4	14	310	M	M	4	4	20	320
19	85	60	70	0	0	0	0.00	0.0	0	10.7	22	310	M	M	7		26	310
20	84	56	70	0	0	0	0.00	0.0	0	4.1	12	310	M	M	0		16	380
21	88	61	75	0	0	0	0.00	0.0	0	3.2	12	320	M	M	0		13	340
22	93	61	77	0	0	0	0.00	0.0	0	3.7	9	320	M	M	0		12	380
23	89	64	77	0	0	0	0.00	0.0	0	4.0	15	310	M	M	0		24	320
24	91	64	79	0	0	0	0.00	0.0	0	3.4	13	340	M	M	0	4	16	320
25	94	68	81	0	0	0	0.00	0.0	0	3.0	9	340	M	M	0	8	17	310
26	96	68	82	0	0	0	0.00	0.0	0	4.3	16	320	M	M	0	4	21	320
27	93	65	79	0	0	0	0.00	0.0	0	4.3	16	320	M	M	0		21	320
28	77	58	68	0	0	0	0.00	0.0	0	10.9	24	320	M	M	0		31	300
29	77	52	63	0	0	0	0.00	0.0	0	7.2	17	320	M	M	1		22	310
30	72	50	61	0	0	0	0.00	0.0	0	10.0	17	300	M	M	1		27	310
SM	216	1916			6	379	0.00	0.0	0	206.3			M		69			
AM	90.5	63.9							6.3	FASTST	M	M	2				MAX (MPH)	
										H 36 310								H 33 320

NOTES:  
# LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6), PAGE 5

STATION: FRESNO CA  
MONTH: SEPTEMBER  
YEAR: 2019  
LATITUDE: 36 46 N  
LONGITUDE: 119 43 W

TEMPERATURE DATA	PRECIPITATION DATA	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 77.2	TOTAL FOR MONTH: 0.00	1 - FOG OR MIST
DEPT IN NORMAL: 1.0	DEPT IN NORMAL: <0.10	2 - FOG REDUCING VISIBILITY TO 1/4 MILE OR LESS
HIGHEST: 107 ON 4	GRIET 24HR: 0.00 ON 17-18	3 - TROWDER
LOWEST: 50 ON 30	SNOW, ICE PELLETS, HAIL	4 - ICE PELLETS
	TOTAL MONTH: 0.0 INCH	5 - HAIL
	GRIET 24HR: 0.0	6 - FREEZING RAIN OR GRIZZLE
	GRIET DEPTH: 0	7 - DUSTSTORM OR SANDSTORM
		8 - VISBY 1/2 MILE OR LESS
		9 - SMOKE OR HAZE
		0 - BLOWING SNOW
		X - TORNADO
IND. OF DATA MISSING	WEATHERED DAYS WITH	
MAX 31 OR BELOW: 7	<0.10 INCH OR MORE: 7	
MAX 90 OR ABOVE: 15	<0.10 INCH OR MORE: 7	
MIN 30 OR BELOW: 7	<0.10 INCH OR MORE: 7	
MIN 9 OR BELOW: 0	<0.10 INCH OR MORE: 7	

# EXHIBIT 1, PAGE 6

## Fresno, CA - October 2018

CXUS56 KHXX 011146

CF6FAT

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM E-6)

STATION: FRESNO CA  
 MONTH: OCTOBER  
 YEAR: 2018  
 LATITUDE: 36 48 N  
 LONGITUDE: 119 43 W

TEMPERATURE (IN F):		PRECIP:		SNOW:	WIND:		SUNSHINE:		SKY:	PK WIND:								
1	2	3	4	5	EA	6B	7	8	9	10	11	12	13	14	15	16	17	18
BY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR
										AVG	PK	DIR						
1	90	61	76	4	0	11	0.00	0.0	0	3.7	9	250	H	M	5		12	260
2	88	65	77	3	0	12	0.01	0.0	0	4.8	12	220	H	M	7		19	320
3	76	66	71	0	0	6	0.06	0.0	0	6.5	16	260	H	M	9	38	23	260
4	78	63	71	0	0	6	0.03	0.0	0	7.0	18	300	H	M	6	1	23	350
5	79	59	69	1	0	4	0.00	0.0	0	6.6	13	330	H	M	3		16	310
6	80	60	70	0	0	5	0.00	0.0	0	10.0	24	310	H	M	1	0	29	320
7	78	35	67	-3	0	2	0.00	0.0	0	3.1	9	300	H	M	2	0	10	310
8	80	56	68	1	0	3	0.00	0.0	0	4.7	10	230	H	M	1	0	14	240
9	83	57	70	1	0	5	0.00	0.0	0	3.5	9	330	H	M	1	0	12	310
10	78	57	68	-1	0	3	0.00	0.0	0	5.0	10	280	H	M	2	0	14	320
11	74	56	65	-3	0	0	0.00	0.0	0	5.4	10	300	H	M	2		14	290
12	80	56	68	0	0	3	0.00	0.0	0	3.7	8	310	H	M	3		11	260
13	85	57	71	3	0	6	0.00	0.0	0	4.5	12	130	H	M	2	0	14	140
14	82	55	69	2	0	4	0.00	0.0	0	3.8	12	310	H	M	2		15	300
15	80	55	68	1	0	3	0.00	0.0	0	3.5	10	130	H	M	0	0	13	230
16	81	52	67	1	0	2	0.00	0.0	0	3.0	12	130	H	M	0	0	13	130
17	84	52	68	2	0	3	0.00	0.0	0	5.0	8	160	H	M	0	0	22	240
18	84	52	68	2	0	3	0.00	0.0	0	2.6	9	310	H	M	0		11	320
19	83	54	69	4	0	4	0.00	0.0	0	1.8	7	300	H	M	2	0	9	300
20	85	55	70	5	0	5	0.00	0.0	0	2.7	4	150	H	M	1		11	190
21	85	53	69	3	0	4	0.00	0.0	0	2.5	8	140	H	M	1		12	150
22	80	54	67	5	0	4	0.00	0.0	0	4.5	13	130	H	M	1	0	16	300
23	81	51	66	2	0	3	0.00	0.0	0	4.7	14	300	H	M	0	0	17	300
24	78	51	65	2	0	0	0.00	0.0	0	3.5	12	130	H	M	2	10	13	230
25	80	51	66	3	0	1	0.00	0.0	0	2.4	9	120	H	M	1	0	11	220
26	83	55	69	1	0	4	0.00	0.0	0	2.7	8	320	H	M	2		11	320
27	84	54	69	1	0	4	0.00	0.0	0	2.4	8	320	H	M	5	4	11	250
28	82	55	69	0	0	4	0.00	0.0	0	6.3	17	300	H	M	4	4	21	310
29	72	54	63	2	0	0	0.00	0.0	0	10.4	17	310	H	M	4	0	22	320
30	75	50	61	0	0	0	0.00	0.0	0	3.5	8	340	H	M	1	0	11	370
31	73	50	62	1	0	0	0.00	0.0	0	3.4	9	160	H	M	3	4	12	160

SH 2500	1420	9.112	9.10	2.0	133.9	M	79		
AV 90.7	55.5				4.3	EASTST	H	M	MAX(MPH)
					WIND	8	110		129

NOTES:  
 # LAST 0: SEVERAL OCCURRENCES  
 COLUMN 17 FEAS WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM E-6), PAGE 2

STATION: FRESNO CA  
 MONTH: OCTOBER  
 YEAR: 2018  
 LATITUDE: 36 48 N  
 LONGITUDE: 119 43 W

[TEMPERATURE DATA]	[PRECIPITATION DATA]	SYMBOLS USED IN COLUMN 16
AVERAGE MONTHLY: 64.1	TOTAL FOR MONTH: 0.14	1 = FOG OR MIST
DPTH FM NORMAL: 1.8	DPTH FM NORMAL: -0.53	2 = FOG REDUCING VIS, BELLETT
HIGHEST: 90 ON 1	GRIEST 24HR: 0.08 ON 3- 5	TO 1/4 MILE OR LESS
LOWEST: 50 ON 11, 10		3 = THUNDER
	SNOW, ICE PELLETS, HAIL	4 = ICE PELLETS
	TOTAL MONTH: 0.0 INCH	5 = RAIN
	GRIEST 24HR: 0.0	6 = FREEZING RAIN OR DRIZZLE
	GRIEST DPTH: 0	7 = DUSTSTORM OR SANDSTORM:
		VSBY 1/2 MILE OR LESS
		8 = SMOKE OR HAZE
NO. OF DAYS WITH:	[WEATHER - DAYS WITH	9 = BLOWING SNOW
MAX 3" OR BELOW: 0	0.51 INCH OR MORE: 3	0 = TORNAO
MAX 30 OR ABOVE: 1	0.10 INCH OR MORE: 0	
MIN 1" OR BELOW: 0	3.50 INCH OR MORE: 0	

# EXHIBIT 1, PAGE 7

## NORMALS, MEANS, AND EXTREMES FRESNO (KFAT)

LATITUDE: 36° 46'N      LONGITUDE: 119° 43'W      ELEVATION (FT): GRND: 333 BARO: 375      TIME ZONE: PACIFIC (UTC -8)      WBAN: 93193

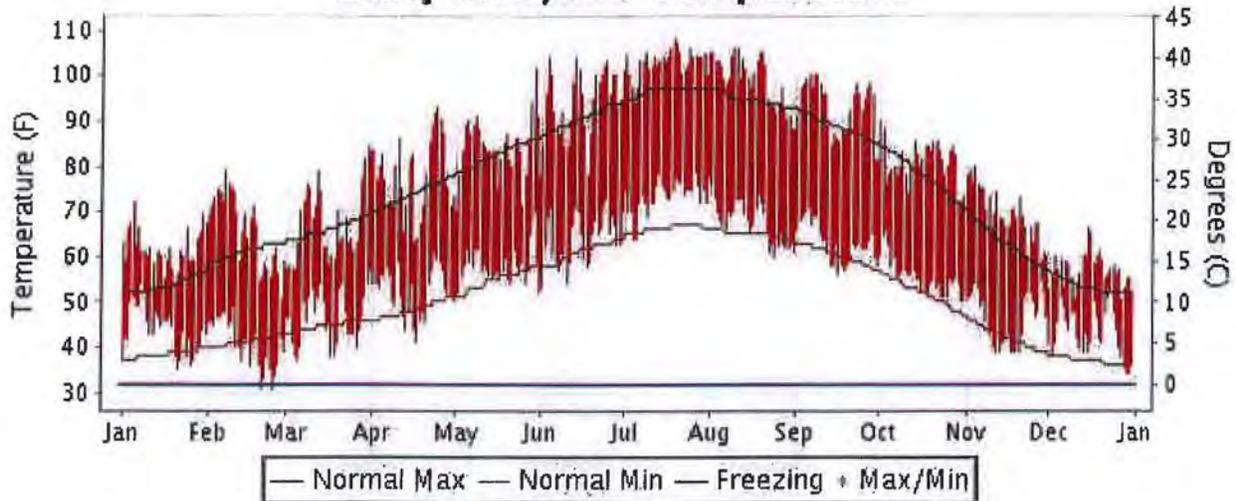
ELEMENT		POR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
TEMPERATURE °F	NORMAL DAILY MAXIMUM	30	54.8	61.6	67.6	74.6	84.1	92.0	98.4	97.1	90.9	79.5	65.1	54.9	76.7
	MEAN DAILY MAXIMUM	69	55.0	61.8	67.5	74.6	83.6	91.9	98.5	96.6	90.9	79.8	65.5	55.1	76.7
	HIGHEST DAILY MAXIMUM	69	78	80	91	100	107	110	113	112	111	102	90	77	113
	YEAR OF OCCURRENCE		2014	2014	2015	1981	1984	2017	2006	1996	1955	1980	2010	2006	JUL 2006
	MEAN OF EXTREME MAXS.	69	67.7	73.4	80.6	90.1	98.8	105.1	107.2	105.7	102.3	93.5	79.8	67.2	89.3
	NORMAL DAILY MINIMUM	30	38.3	41.5	45.6	49.4	56.2	62.4	67.6	66.2	61.5	53.0	43.4	38.0	51.9
	MEAN DAILY MINIMUM	69	38.0	41.0	44.2	48.3	54.7	60.9	66.3	64.5	60.1	51.6	42.9	37.5	50.8
	LOWEST DAILY MINIMUM	69	19	24	26	32	36	44	50	49	37	27	26	18	18
	YEAR OF OCCURRENCE		1963	1990	1966	1982	1975	1955	1955	1966	1950	1972	1975	1990	DEC 1990
	MEAN OF EXTREME MINS.	69	28.3	31.7	34.8	39.0	45.0	51.4	57.6	57.0	51.3	41.8	33.0	28.2	41.6
	NORMAL DRY BULB	30	46.6	51.5	56.6	62.0	70.1	77.2	83.0	81.7	76.2	66.2	54.3	46.5	64.3
	MEAN DRY BULB	69	46.5	51.4	55.9	61.5	69.2	76.5	82.4	80.6	75.5	65.8	54.2	46.3	63.8
	MEAN WET BULB	35	42.5	45.5	48.1	49.3	52.4	56.3	60.2	59.6	57.0	52.3	46.9	41.5	51.0
	MEAN DEW POINT	35	42.5	44.6	47.3	47.5	50.3	54.3	58.2	57.6	55.3	50.9	45.5	41.1	49.6
	NORMAL NO. DAYS WITH:														
MAXIMUM >= 90	30	0.0	0.0	0.0	1.8	8.7	18.5	28.7	27.1	18.1	3.3	0.0	0.0	106.2	
MAXIMUM <= 32	30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
MINIMUM <= 32	30	5.6	1.6	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.8	5.1	13.2	
MINIMUM <= 0	30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
H/C	NORMAL HEATING DEG. DAYS	30	572	377	265	136	30	3	0	0	7	61	325	575	2346
	NORMAL COOLING DEG. DAYS	30	0	0	5	46	190	369	558	516	338	100	2	0	2124
RH	NORMAL (PERCENT)		84	77	70	57	48	43	40	44	49	58	74	83	61
	hour 04 LST	30	92	90	87	80	71	65	62	66	71	78	88	92	79
	hour 10 LST	30	85	77	66	51	44	39	38	41	45	52	71	83	58
	hour 16 LST	30	69	57	49	35	28	24	22	25	28	35	53	67	41
	hour 22 LST	30	89	83	76	62	51	44	42	46	51	63	81	88	65
S	PERCENT POSSIBLE SUNSHINE	46	47	65	77	85	90	95	97	96	94	88	66	46	79
W/O	MEAN NO. DAYS WITH:														
	HEAVY FOG (VISIBY <= 1/4 MI)	55	10.2	4.5	1.3	0.2	0.0	0.0	0.0	0.0	0.0	0.5	4.5	9.7	30.9
	THUNDERSTORMS	69	0.2	0.4	0.8	0.6	0.6	0.4	0.2	0.2	0.6	0.5	0.2	0.3	5.0
CLOUDINESS	MEAN:														
	SUNRISE-SUNSET (OKTAS)														
	MIDNIGHT-MIDNIGHT (OKTAS)														
	MEAN NO. DAYS WITH:														
	CLEAR														
	PARTLY CLOUDY														
	CLOUDY														
PR	MEAN STATION PRESSURE (IN)	35	29.80	29.74	29.70	29.65	29.58	29.52	29.53	29.53	29.53	29.63	29.75	29.77	29.64
	MEAN SEA-LEVEL PRES. (IN)	35	30.16	30.09	30.05	30.00	29.92	29.87	29.87	29.87	29.88	29.98	30.10	30.15	30.00
WINDS	MEAN SPEED (MPH)	35	4.1	5.0	5.9	7.4	8.3	8.3	7.4	6.9	6.0	4.7	3.9	4.0	6.0
	PREVAIL. DIR (TENS OF DEGS)	43	12	32	32	32	31	31	31	31	31	31	31	12	31
	MAXIMUM 2-MINUTE:														
	SPEED (MPH)	23	38	36	36	36	32	33	24	26	31	35	31	35	38
	DIR. (TENS OF DEGS)		16	13	29	29	32	30	30	31	29	28	27	28	16
	YEAR OF OCCURRENCE		2005	1998	2017	1999	1998	2012	2015	2014	2013	2007	2016	2008	JAN 2005
	MAXIMUM 3-SECOND														
SPEED (MPH)	23	46	43	42	41	39	40	33	41	36	45	39	45	46	
DIR. (TENS OF DEGS)		16	29	29	12	32	31	07	31	29	33	27	01	16	
YEAR OF OCCURRENCE		2005	1999	2017	2002	2008	2012	2007	2013	2013	2009	2016	2011	JAN 2005	
PRECIPITATION	NORMAL (IN)	30	2.19	2.03	2.03	0.95	0.43	0.21	0.01	0.01	0.17	0.63	1.07	1.77	11.50
	MAXIMUM MONTHLY (IN)	69	8.56	6.12	7.24	4.41	1.65	1.93	0.43	0.25	1.19	2.45	3.50	6.73	8.56
	YEAR OF OCCURRENCE		1969	2000	1991	1967	1990	1998	2015	1964	1976	2000	1972	1955	JAN 1969
	MINIMUM MONTHLY (IN)	69	0.04	T	0.00	T	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	YEAR OF OCCURRENCE		1976	1964	1972	2008	1982	1983	1983	1981	1981	1978	1959	1989	DEC 1989
	MAXIMUM IN 24 HOURS (IN)	69	2.74	1.99	2.43	2.04	1.42	1.80	0.36	0.25	0.97	1.76	1.35	1.82	2.74
	YEAR OF OCCURRENCE		2006	1969	1995	2017	1990	1998	2015	1964	1978	1992	1953	2007	JAN 2006
NORMAL NO. DAYS WITH:															
PRECIPITATION >= 0.01	30	7.6	8.6	7.5	4.5	2.2	0.7	0.2	0.3	1.0	2.5	5.5	7.5	48.1	
PRECIPITATION >= 1.00	30	0.2	0.2	0.2	0.1	0.1	0.1	0.0	0.0	0.0	0.1	0.1	0.2	1.3	
SNOWFALL	NORMAL (IN)	30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	MAXIMUM MONTHLY (IN)	59	2.2	T	T	T	0.0	T	T	T	T	T	0.0	1.2	2.2
	YEAR OF OCCURRENCE		1962	1994	2011	2017	2018	2013	2013	2017	2011	1974		1968	JAN 1962
	MAXIMUM IN 24 HOURS (IN)	59	1.5	T	T	T	T	T	0.0	0.0	0.0	T	0.0	1.2	1.5
	YEAR OF OCCURRENCE		1962	1994	2011	2017	2015	1995				1974		1968	JAN 1962
	MAXIMUM SNOW DEPTH (IN)	58	0	0	0	0	0	0	0	0	0	0	0	1	1
YEAR OF OCCURRENCE													1968	DEC 1968	
NORMAL NO. DAYS WITH:															
SNOWFALL >= 1.0	30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	



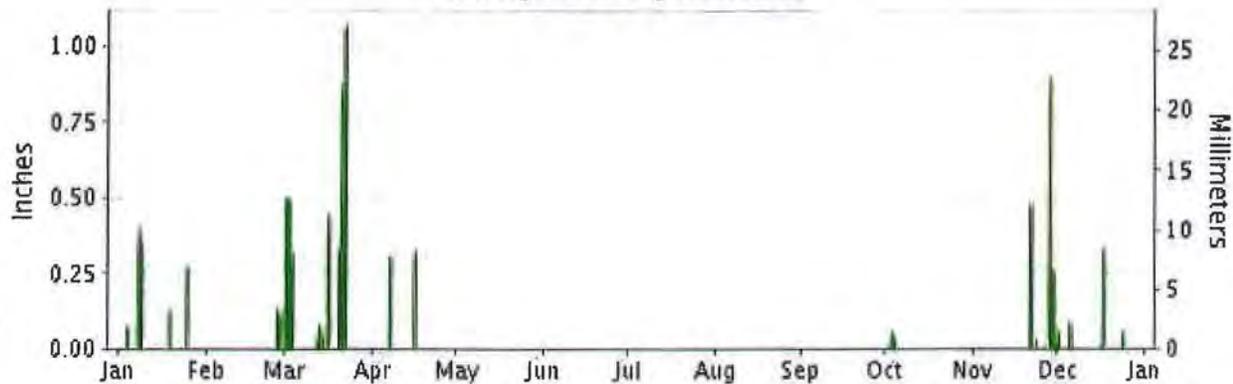
2018 LOCAL CLIMATOLOGICAL DATA ANNUAL SUMMARY WITH COMPARATIVE DATA

ISSN 0198-0890

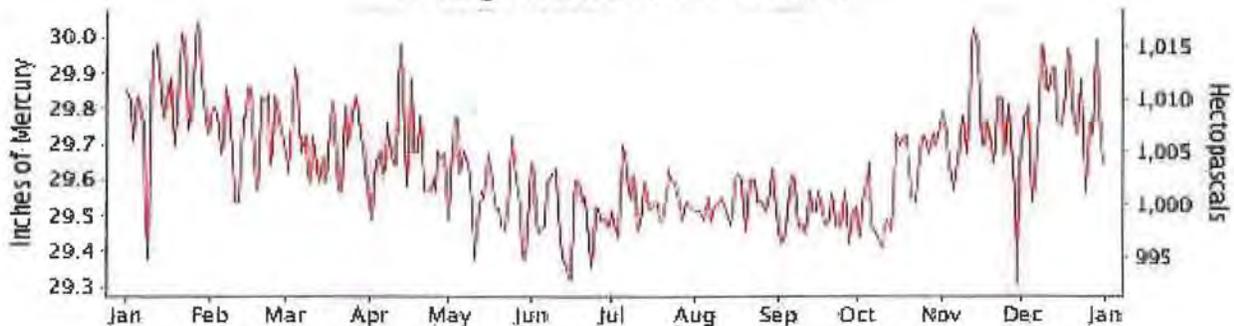
FRESNO, CALIFORNIA (KFAT) Daily Max/Min Temperature



Daily Precipitation



Daily Station Pressure



I CERTIFY THAT THIS IS AN OFFICIAL PUBLICATION OF THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, AND IS COMPILED FROM RECORDS ON FILE AT THE NATIONAL CLIMATIC DATA CENTER.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NATIONAL ENVIRONMENTAL SATELLITE, DATA AND INFORMATION SERVICE

NATIONAL CENTERS for ENVIRONMENTAL INFORMATION (NCEI) ASHEVILLE, NORTH CAROLINA

May S. Wohlgenant DIRECTOR NCEI

## HEAT STRESS INDEX

TEMPERATURE °F	RELATIVE HUMIDITY								
	10%	20%	30%	40%	50%	60%	70%	80%	90%
104	98	104	110	120	132				
102	97	101	108	117	125				
100	95	99	105	110	120	132			
98	93	97	101	106	110	125			
96	91	95	98	104	108	120	128		
94	89	93	95	100	105	111	122		
92	87	90	92	96	100	106	115	122	
90	85	88	90	92	96	100	106	114	122
88	82	86	87	89	93	95	100	106	115
86	80	84	85	87	90	92	96	100	109
84	78	81	83	85	86	89	91	95	99
82	77	79	80	81	84	86	89	91	95
80	75	77	78	79	81	83	85	86	89
78	72	75	77	78	79	80	81	83	85
76	70	72	75	76	77	77	77	78	79
74	68	70	73	74	75	75	75	76	77

NOTE Add 10°F when protective clothing is worn and add 10°F when in direct sunlight

HUMITURE °F	DANGER CATEGORY	INJURY THREAT
BELOW 60°	NONE	LITTLE OR NO DANGER UNDER NORMAL CIRCUMSTANCES
80° - 90°	CAUTION	FATIGUE POSSIBLE IF EXPOSURE IS PROLONGED AND THERE IS PHYSICAL ACTIVITY
90° - 105°	EXTREME CAUTION	HEAT CRAMPS AND HEAT EXHAUSTION POSSIBLE IF EXPOSURE IS PROLONGED AND THERE IS PHYSICAL ACTIVITY
105° - 130°	DANGER	HEAT CRAMPS OR EXHAUSTION LIKELY, HEAT STROKE POSSIBLE IF EXPOSURE IS PROLONGED AND THERE IS PHYSICAL ACTIVITY
ABOVE 130°	EXTREME DANGER	HEAT STROKE IMMINENT!

Table 1-1



## REEDLEY CITY COUNCIL

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

ITEM NO: 10

**DATE:** December 10, 2019

**TITLE:** ADOPT RESOLUTION 2019-099, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION (ANNEXATION 16), DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

**SUBMITTED:** Paul A. Melikian, Assistant City Manager

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

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This item is the continuation of the required business associated with the public hearing that was officially opened at the November 12, 2019 City Council meeting. The public hearing was continued until the December 10, 2019 City Council meeting to provide additional time for sealed election ballots to be received by the City Clerk.

### RECOMMENDATION

*In procedural order*

1. That the City Council re-open the continued public hearing for the Annexation of Territory (Annexation No. 16) to Community Facilities District No. 2005-1 (Public Services).
2. Call for Special Election and have the City Clerk open the ballot(s) and announce the vote(s).
3. Consider approval of Resolution No. 2019-099, a Resolution of the City Council of the City of Reedley declaring results of special annexation election, determining validity of prior proceedings, and directing recording of amendment to notice of special tax lien.

### EXECUTIVE SUMMARY

A condition to annex into the Community Facilities District (CFD) was imposed on new developments being processed by the City in November of 2005, when the District was established. Since that time, all properties must petition to be annexed to the existing CFD when development is proposed.

To initiate the process for annexation of territory to the CFD, the City Council approved a Resolution of Intention (Annexation No. 16) on October 8, 2019. The Resolution of Intention set a public hearing for November 12, 2019. The actions by the Council on November 12, 2019 were intended to finalize the annexation of territory to the CFD. Resolution 2019-098 authorizing the levy of a special tax and submitting the question of levying a special tax within the area proposed

to be annexed to qualified electors of Annexation No. 16 was adopted at the November 12, 2019 meeting. However the subsequent action of opening the ballots and declaring the results was postponed (continued) until the December 10, 2019 City Council meeting to allow additional time for sealed ballots to be received by the City Clerk.

**ATTACHMENTS**

Resolution 2019-099; Resolution Declaring Results of Special Election with Exhibit A Results  
Fresno County Recorders Office Filing of Amendment to Notice of Special Tax Lien  
Fresno County Recorders Office Filing of Amendment A to Notice of Special Tax Lien APNs  
Fresno County Recorders Office Filing of Amendment B to Notice of Special Tax Lien Canvass  
and Statement of Result of Election

**RESOLUTION NO. 2019-099**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDMENT TO NOTICE OF SPECIAL TAX LIEN**

**City of Reedley  
Community Facilities District No. 2005-1  
(Public Services)  
Annexation No. 16**

**RESOLVED**, by the City Council (the "Council") of the City of Reedley (the "City"), as follows:

**WHEREAS**, in proceedings conducted by this Council in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has duly adopted, after a duly noticed public hearing, Resolution No. 2017-069 calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2005-1 (Public Services) (the "District"); and,

**WHEREAS**, pursuant to the terms of the Resolution of Annexation, which is by this reference incorporated herein, the special election has been held and the City Clerk has filed a Canvass and Statement of Result of Election, a copy of which is attached hereto as **Exhibit A**; and

**WHEREAS**, this Council has reviewed said Canvass and hereby approves it; and,

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Reedley as follows:

*Section 1.* The question presented at the special election was the levy of a special tax within the territory annexed to the District, to be levied in accordance with the formula heretofore approved by this Council, all as described in Resolution No. 2019-084, a Resolution of Intention to Annex Territory to the Community Facilities District, authorizing the levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, adopted October 8, 2019.

*Section 2.* Pursuant to the Canvass on file with the City Clerk, the question presented at the special election was approved by the landowners of the territory annexed to the District.

*Section 3.* Pursuant to the voter approval, the annexed territory is hereby declared to be fully annexed to and part of the District and this Council may levy special taxes therein as heretofore provided in these proceedings.

*Section 4.* It is hereby found that all prior proceedings and actions taken by this Council with respect to the District and the territory annexed thereto were valid and in conformity with the Act.

*Section 5.* Within 15 days of the date of adoption hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Fresno, an Amendment to Notice of Special Tax Lien, in the form required by Section 3117.5 of the California Streets and Highways Code.

*Section 6.* This Resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED, this 10<sup>th</sup> day of December, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Frank Piñon, Mayor

ATTEST:

---

Sylvia Plata, City Clerk

# EXHIBIT "A" TO RESOLUTION

(PUBLIC SERVICES)

## ANNEXATION No. 16 ELECTION CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to the City of Reedley Community Facilities District No. 2005-1 (Public Services) which election is designated as the Annexation No. 16 Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Reedley Community Facilities District No. 2005-1 Annexation No. 16 Election, December 10, 2019	<u>69</u>	<u>        </u>	<u>        </u>	<u>        </u>

BALLOT MEASURE: Shall the City of Reedley, by and for its City of Reedley Community Facilities District No. 2005-1 (Public Services) (the "District"), be authorized to levy special taxes within the territory annexed to the District pursuant to and as described in Resolution No. 2019-084, adopted by the Council of the City of Reedley on October 8, 2019.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF REEDLEY**

By: \_\_\_\_\_  
Sylvia Plata, City Clerk

**Recorded for and by the benefit of and  
When recorded Mail to:**

Exempt from SB2 fees per Gov't Code Section 27388.1(a)(2)(D)

City of Reedley  
City Clerk  
1717 Ninth Street  
Reedley, California 93654

**AMENDMENT TO NOTICE OF SPECIAL TAX LIEN**

CITY OF REEDLEY  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(PUBLIC SERVICES)  
Annexation No. 16

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Reedley (the "City"), County of Fresno, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City, County of Fresno, State of California, on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in, and said special tax is to be levied according to the rate and method of apportionment set forth in, that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Fresno, State of California on November 22, 2005 at the hour of 2:17 o'clock p.m. as Document No. 20050275325, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of the City of Reedley Community Facilities District No. 2005-1 (Public Services) the lands set forth in that certain "Annexation Map No. 16 of the City of Reedley Community Facilities District No. 2005-1 (Public Services), County of Fresno, State of California," heretofore recorded on 10-21-2019. at Maps of Assessment and Community Facilities Districts (Document No. 2019-0125459 ) in the office of the County Recorder of the County of Fresno, State of California.

The assessor's tax parcel number(s) of all parcels or any portion thereof which are included in this 16 th Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in **Exhibit A** hereto and hereby made a part hereof. **Exhibit B** hereto and hereby made a part hereof contains results of the election of Annexation 16.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Assistant City Manager of the City of Reedley, 845 "G" Street, Reedley, California 93654, telephone number (559) 637-4200 extension 300.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sylvia Plata, City Clerk

**EXHIBIT "A" TO NOTICE OF SPECIAL TAX LIEN**

CITY OF REEDLEY  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(PUBLIC SERVICES)  
ANNEXATION No. 16

ASSESSOR'S PARCELNUMBERS AND OWNERS OF LAND WITHIN  
ANNEXATION NO. 16 TO CITY OF REEDLEY  
COMMUNITY FACILITIES DISTRICT NO. 2005-01  
(PUBLIC SERVICES)

**Fresno County Assessor's Parcel Nos.**

**Name of Property Owners**

363-080-43	Self Help Enterprises Thomas J. Collishaw, President/CEO P.O. Box 6520 Visalia, CA 93290
370-060-60	Theodore Mullin Trustee 9 Stevens CT Tiburon, CA 94920
370-060-42	Hammerstrom Janelee Volkmann Trustee 1550 Kamm #103 Kingsburg, CA 93631
363-090-61 363-090-83	Francia M. Leland & Margaret S. Doherty, As Successory Trustees of the Fino 1994 Revocable Living Trust 4629 Marine Dr. Place Bremerton, WA 98312 2351 NW Westover Rd #1104 Portland OR 97210
370-202-01	City of Reedley 845 G Street Reedley, CA 93654

**EXHIBIT "B" TO NOTICE OF SPECIAL TAX LIEN  
ANNEXATION NO. 16 ELECTION  
CANVASS AND STATEMENT OF RESULT OF ELECTION**

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to the City of Reedley Community Facilities District No. 2005-1 (Public Services) which election is designated as the Annexation No. 16 Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Reedley Community Facilities District No. 2005-1 Annexation No. 16 Election, December 10, 2019	69	—	—	—

BALLOT MEASURE: Shall the City of Reedley, by and for its City of Reedley Community Facilities District No. 2005-1 (Public Services) (the "District"), be authorized to levy special taxes within the territory annexed to the District pursuant to and as described in Resolution No.2019-084, adopted by the Council of the City of Reedley on October 8, 2019.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF REEDLEY**

By: \_\_\_\_\_  
Sylvia Plata, City Clerk



## REEDLEY CITY COUNCIL

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

ITEM NO: 11

**DATE:** December 10, 2019

**TITLE:** ADOPT RESOLUTION NO. 2019-107 FOR PROPOSED ANNEXATION OF PHASE ONE OF TRACT 6196 (SELF-HELP) INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

- A) OPEN PUBLIC HEARING FOR THE ANNEXATION OF TRACT 6196 SELF HELP INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING DISTRICT NO. 1, ZONE Z. CLOSE THE PUBLIC HEARING AND OPEN BALLOT
- B) ADOPT RESOLUTION NO. 2019-107 OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE ANNEXATION OF TRACT 6196 SELF HELP INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1, ZONE Z

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

**APPROVED BY:** Nicole Zieba *NZ*  
City Manager

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### RECOMMENDATION

Adopt Resolution No. 2019-107 approving the annexation of Tract 6196 Self Help into the City of Reedley's Landscape and Lighting Maintenance District (L&LMD) No. 1, Zone Z

### EXECUTIVE SUMMARY

Staff is recommending that the City Council adopt resolution No. 2019-107 approving annexation of Phase One of Tract 6196 (Self-Help) into the L&LMD No. 1, Zone Z. Zone Z will be included in the L&LMD No. 1 Fiscal Year 2020-2021 Annual Assessment.

### BACKGROUND

On October 8, 2019, the City Council adopted Resolution No. 2019-089 initiating proceedings, and setting a public meeting and public hearing on November 12, 2019 relative to Landscaping and Lighting District No. 1, Annexation Zone Z in the City of Reedley. State law requires that the public hearing is held a minimum of 45 days after the initiation of annexation proceedings. Therefore, the public hearing

date was continued from November 12, 2019 to December 10, 2019. The lone property owner was notified of this change in the public hearing date. The public hearing has been advertised and the general public notified as required per State law.

In order to maintain and provide ongoing cost to the landscaping, street trees, and street light utility cost within the public right-of-ways and/or easements, Tract 6196 Self Help is being annexed into the L&LMD No. 1. Pursuant to the provisions of the Landscaping and Lighting Act of 1972 of the California Streets and Highways Code (the Act), Section 22500 et seq., the City may annex territory into an existing maintenance district to provide for the continued maintenance of landscaping and lighting improvements. This places the cost of maintaining the improvements upon the property owners directly benefiting from them. Annexation of the property is required so that an assessment may be levied to cover maintenance cost for the improvements within the District.

There is no landscaping that is to be maintained by the City within the limits of Tract 6196. Therefore this project will only be assessed for street lighting costs. The monthly costs for 11 ea. 70-watt local street lights was estimated to be \$58.30 per month.

In accordance with State Law, an assessment diagram, attached as Exhibit B-1 of the Engineers Assessment Report Exhibit A, was prepared indicating the property benefitted and the amount of the assessment to the property. This report is on file with the City Clerk. In addition to the public meeting, the City Council is required to conduct a public hearing. Notice of the public meeting and public hearing has been provided in compliance with State law.

### **FISCAL IMPACT**

Estimated maximum annual maintenance cost is \$699.60 and will be assessed against the benefiting properties. After the Fiscal Year 2019-20, the property's L&LMD assessment will be subject to an increase based on the amount of increase in the United States Department of Labor Consumer Price Index, Western Urban, Size B/C.

### **PRIOR COUNCIL ACTIONS**

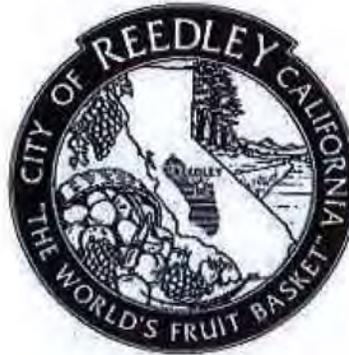
On October 8, 2019 the City Council adopted Resolution No. 2019-090 initiating proceedings, and setting a public hearing for November 12, 2019. This date was continued to December 10, 2019 in order to be in conformance with state law.

### **ATTACHMENTS**

1. Exhibit "A", Engineers Assessment Report
2. Exhibit "B", Assessment Roll
3. Resolution No. 2019-107

Motion: \_\_\_\_\_  
Second: \_\_\_\_\_

**Exhibit A**



**ENGINEERS ASSESSMENT REPORT  
ANNEXATION OF**

**Tract 6196 Phase 1 Reed-Aspen**

**INTO**

**CITY OF REEDLEY**

**LANDSCAPING AND LIGHTING  
MAINTENANCE DISTRICT NO. 1**

**Prepared by:  
City of Reedley  
Engineering Department  
1733 9th Street  
Reedley, CA 93654**

**Approved by:  
John S Robertson, P.E.  
City Engineer  
October 8, 2019**

**Tract 6196 Reed-Aspen Phase 1 - Zone Z**

Landscape, Lighting and Maintenance District Assessment Calculations Summary Report

Total Number of Lots	=	1	
Administrative Cost relating to Annual Assessment			\$150.00
Legal Cost			\$50.00
Park and Landscape Maintenance Cost (Labor)			\$0.00
Park and Landscape Maintenance Cost (Materials)			\$0.00
Park Equipment (future purchase)			\$0.00
Street Lights			\$699.60
Total Assessment for 2019-2020 year Tract 6196	=		\$899.60

**Tract 0196 Reed-Aspen Phase 1 - Zone Z**  
**Landscape, Lighting and Maintenance District Assessment Calculations**  
**Street Lights**

Lot #	Lot s.f.	Coefficient	Assessment \$
1	5844 s.f.	0.0018	0.24
2	5700	0.0018	0.02
3	5700	0.0018	0.02
4	5700	0.0018	0.02
5	5700	0.0018	0.02
6	5700	0.0018	0.02
7	5700	0.0018	0.02
8	5700	0.0018	0.02
9	5700	0.0018	0.02
10	8547	0.0018	10.35
11	7480	0.0018	11.83
12	6000	0.0018	0.40
13	6000	0.0018	0.40
14	6000	0.0018	0.40
15	6000	0.0018	0.40
16	6000	0.0018	0.40
17	8540	0.0018	10.34
18	6540	0.0018	10.34
19	6000	0.0018	0.40
20	6000	0.0018	0.40
21	6000	0.0018	0.40
22	6000	0.0018	0.40
23	6344	0.0018	10.63
24	6186	0.0018	12.65
25	6807	0.0018	15.34
26	8748	0.0018	10.67
27	8816	0.0018	10.94
28	8433	0.0018	10.17
29	8433	0.0018	10.17
30	8433	0.0018	10.17
31	8433	0.0018	10.17
32	7916	0.0018	11.10
33	7916	0.0018	11.10
34	8433	0.0018	10.17
35	8433	0.0018	10.17
36	8433	0.0018	10.17
37	8433	0.0018	10.17
38	8650	0.0018	10.85
39	8887	0.0018	10.86
40	9498	0.0018	14.93
41	7803	0.0018	12.34
42	7480	0.0018	11.84
43	7164	0.0018	11.38
44	7145	0.0018	11.30
45	7130	0.0018	11.29
46	7133	0.0018	11.28
47	7127	0.0018	11.27
48	7120	0.0018	11.26
49	7114	0.0018	11.23
50	7108	0.0018	11.24
51	7138	0.0018	11.29
52	6469	0.0018	10.23
53	6551	0.0018	10.38
54	6572	0.0018	10.39
55	6590	0.0018	10.43
56	6616	0.0018	10.40
57	6638	0.0018	10.50
58	6563	0.0018	10.38
59	7152	0.0018	11.31
60	5218	0.0018	8.83
61	9209	0.0018	9.84
62	8442	0.0018	10.19
63	8428	0.0018	10.17
64	5934	0.0018	8.46
65	5977	0.0018	9.45
66	5971	0.0018	8.44
67	7353	0.0018	11.63
442,328.00 s.f.			\$988.60

**Tract 0208 Almond Grove Zone Y**  
**Landscape, Lighting and Maintenance District Assessment Calculations**  
**Street Lights**

Total Number of Lots = 43  
 Schedule L5-2B  
 120 Volts - High Pressure Sodium Vapor Lamps  
 or LED Equivalent

Street Location:	Lamp Watts (LED Equiv)	S - Lamp per Month	No. of Lamps	Monthly Cost	Yearly Cost
Local Streets	70 watts 23 watts	5.3	11	\$58.30	\$699.60
Collector Street	150 watts 38 watts	8.93		\$0.00	\$0.00
Arterial Street	100 watts 81 watts	12.39		\$0.00	\$0.00
Total Yearly Assessment				=	\$799.60
Cost per Square foot				+	0.0018

City Limits

City Limits

PROPOSED BOUNDARY OF AREA TO BE ANNEXED INTO CITY OF REEDLEY'S LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1

ADJUSTED PARCEL A  
13.35 Acres

ASPEN AVE

REED AVE

RIVERVIEW AVE

HOPE AVE

KLEIN AVE

CHURCH AVE

HOLLYWOOD

ASPEN DR

ACACIA DR

ALDER AVE

PARLER AVE



CITY OF REEDLEY  
ENGINEERING DEPARTMENT  
1733 NINTH STREET  
REEDLEY, CA 93654  
PHONE (559)837-4200

EXHIBIT 'B'-1

DIAGRAM OF APN's 363-080-35 AND 363-062-08  
(TM 6196, REED-ASPEN ADJUSTED PARCEL A)  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1

DATE: MAY 24, 2019

DRAWN BY: [unclear]

SHEET NO. 1 OF 1

**PETITION AND WRITTEN CONSENT  
(INCLUDING WAIVER)**

**REQUESTING COMMENCEMENT OF PROCEEDINGS UNDER  
THE LANDSCAPING AND LIGHTING ACT OF 1972  
TO ANNEX CERTAIN TERRITORY TO  
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 1**

To the Council of the City of Reedley  
c/o the City Clerk of the City of Reedley  
Reedley City Hall  
1717 Ninth Street  
Reedley, California 93654

RE: Vesting Tentative Subdivision Map No. 6196  
Assessor's Parcel Nos. 363-080-43S, 363-080-37MU, 363-080-44MU  
(Formerly APNs 363-062-08, 363-080-35, A Portion of 363-080-19)

Members of the City Council:

The undersigned is the duly authorized representative of the owner of all the territory of real property located in Assessor's Parcel No. 365-131-21, Reedley, California, described on Exhibit A-1 and shown by the map in Exhibit B-1 (the "Parcel"), which exhibits are attached to and made part of this petition. The owner hereby petitions and requests that you commence proceedings pursuant to the Landscaping and Lighting Act of 1972 (Part 2, Division 15, of the California Streets & Highways Code) (the "Act") to annex and add all the territory in the Parcel to the City's existing Landscaping and Lighting Maintenance District No.1 ("LLMD No. 1"), and to levy on the annexed territory the annual assessments levied within LLMD No. 1 for the maintenance and operation of landscaping facilities.

The owner further petitions and requests that the Council proceed as quickly as possible with all proceedings necessary to accomplish such annexation and levy. In that regard, to the extent allowed by law, **the owner hereby expressly waives all notices, procedures and requirements otherwise required under Section 22608 and Article 1 (commencing with Section 22585) of the Act, California Government Code Sections 53750 through 53753.5 or any other provision of law, including without limitation adoption of any resolutions, filing of any engineer's report, giving of any notices, holding any hearings and right of majority protest, and expressly consents to the annexation and levy without completion of or compliance with notices, procedures or requirements.**

In consideration for the Council conducting the annexation and levy proceedings herein requested, the owner will immediately execute and deliver to the City any documents the City deems necessary to accomplish the annexation and levy proceedings and to further evidence the consent and waivers in this letter, including but not limited to assessment ballots and receipts for notice.

Also in consideration for the Council conducting such annexation and levy proceedings, the owner agrees to remain the sole owner of all real property in such Parcels and to not transfer title to any such real property to any other person or entity until completion of the proceedings.

Respectfully submitted by:

PROPERTY OWNER:

Self-Help Enterprises,  
a California Nonprofit Public Benefit Corporation

By:   
Thomas J. Collishaw, President/CEO

Date: 5/29/19

**EXHIBIT A  
LEGAL DESCRIPTION**

The land referred to is situated in the County of Fresno, City of Reedley, State of California, and is described as follows:

Adjusted Parcel A of Lot Line Adjustment No. 2018-2; according to that certain document recorded September 28, 2018 as document No. 2018-0118790, Fresno County Records, and as per Grant Deed recorded October 12, 2018 as Document No. 2018-0125468, Fresno County Records, and as per that certain "Certificate of Compliance" recorded October 23, 2018 as Document No. 2018-0129350, Fresno County Records, and more particularly described as follows:

A portion of the Northeast quarter of Section 22, Township 15 South, Range 23 East, M.D.B. & M., City of Reedley, County of Fresno, State of California, being more particularly described as follows:

All of Lot 7 of Merritt Colony, In the City of Reedley, as per map recorded in Book 3, Page 24 of Record of Surveys, in the Office of the County Recorder of Fresno County.

EXCEPTING therefrom, the East 625.35 feet thereof.

ALSO EXCEPTING therefrom that portion of land, if any, laying within the boundaries of the land described in Deed dated December 30, 1958, from Henry J. Neufeld and Katherine Neufeld, husband and wife as joint tenants, recorded January 15, 1959 in Book 4163, Page 175 as Document No. 3561 of Official Records.

TOGETHER WITH the following described parcel:

A strip of land 100.00 feet wide, said strip lying 50.00 feet on each side of a line running North and South through the center of the East half of Section 22, Township 15 South, Range 23 East, M.D.B. & M., City of Reedley, County of Fresno, State of California, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northeast quarter of said Section 22; thence South 00°12'31" West a distance of 1321.71 feet to the South line of the North half of Northeast quarter of said Section 22, also said point is true point of beginning of said centerline of strip of land 100.00 feet wide, lying 50.00 feet on each side; thence continue South 00°12'31" West a distance of 1321.71 feet more or less to a point on the South line of the Northeast quarter of said Section 22, said point also being ending of said centerline, the sidelines of said strip shall be prolonged or shortened so as to terminate at the South line of the Northeast quarter of said Section 22.

Excepting all minerals contained in the above-described land, including, without limiting the generality thereof, oil, gas, and other hydrocarbon substances, as well as metallic or other solid minerals, provided that Santa Fe shall not have the right to go upon or use the surface of said land, or any part thereof, for the purpose of drilling for, mining, or otherwise removing, any of said minerals. Santa Fe may, however, and hereby reserves the right to, remove any of said minerals from said land by means of wells, shafts, tunnels, or other means of access to said minerals which may be constructed, drilled or dug from other land, provided that the exercise of such rights by Santa Fe shall in no way interfere with or impair the use of the surface of the land hereby conveyed or of any improvements thereon.

ALSO TOGETHER WITH that portion of Lot 8 of said Merritt Colony described as follows:

Beginning at the Northeast corner of said Lot 8 of said Merritt Colony; thence North  $89^{\circ}44'20''$  West along the North line of said Lot 8 of said Merritt Colony, a distance of 72.22 feet; thence South  $00^{\circ}06'55''$  East, a distance of 660.91 feet to the South line of said Lot 8; thence South  $89^{\circ}44'31''$  East, a distance of 71.71 feet to the intersection with the East line of said Lot 8; thence North  $00^{\circ}04'16''$  West along said East line, a distance of 660.90 feet to the point of beginning.

APNs 363-080-43S  
363-080-37MU  
363-080-44MU  
(Formerly APNs 363-062-08, 363-080-35, A Portion of 363-080-19)

**City of Reedley  
Landscaping and Lighting Maintenance District No. 1  
Annexation of APN'S 363-080-37, 363-080-43, & 363-080-44**

**IMPORTANT--PROPERTY OWNER BALLOT**

This ballot is for the use of the property owner of the parcel(s) identified below, which is/are located within APN's 363-080-37, 363-080-43, and 363-080-44 Maintenance District No. 1 (the "District"). Please advise the Reedley City Clerk at (559) 637-4200 Ext. 300 if the name set forth below is incorrect or if you are no longer the owner of the parcel.

This ballot may be used to express support for or opposition to the proposed annexation of APN's 363-080-37, 363-080-43, and 363-080-44, Self Help Enterprises to the District and/or the levy of annual landscaping and lighting maintenance assessments within APN 363-080-37, 363-080-43, and 363-080-44. In order to be counted, this ballot must be signed by the owner of the parcel(s) or, if the owner is not an individual, by an authorized representative of the owner. The ballot then must be delivered to the Reedley City Clerk, by mail or in person, as follows:

**Mail:** If by mail, place the signed and completed ballot in the return envelope provided and place it in the mail no later than seven (7) calendar days prior to the date of the protest hearing, **December 3, 2019**. Mailing later than this may result in the ballot not being received in time to be counted.

**In Person:** If in person, deliver to the City Clerk at any time up to 4:00 p.m. on the date of the protest hearing, **December 10, 2019**, at the City Clerk's office, 1717 Ninth Street, Reedley, CA, or at the protest hearing itself, on the hearing date, at Reedley City Hall, 845 "G" Street, Reedley, CA.

However if it is delivered, **THE BALLOT MUST BE RECEIVED BY THE CITY CLERK PRIOR TO THE CLOSE OF THE PUBLIC HEARING IN ORDER TO BE COUNTED.**

To cast the ballot, return either this entire page or the completed portion below this line.

**BALLOT**

Lot Number(s): APN 363-080-37, 363-080-43, & 363-080-44  
(Self Help Enterprises)  
(See Exhibit B-1, Attached)

Owner Name(s): Self Help Enterprises

Reedley, CA 93654

Total Number of Lots: 1

Vote(s) Cast: 1

**BALLOT MEASURE**

Shall the City Council of the City of Reedley order all territory within APN 363-080-37, 363-080-43, and 363-080-44 to be annexed and incorporated in City Landscaping and Lighting, Maintenance District No. 1, and levy an annual assessment on the lot listed on Exhibit B-1 for operation and maintenance of landscaping and lighting improvements in the District, in the amount up to but not more than the maximum assessment shown on Exhibit B-1 for FY 2019-20; and shall the maximum annual assessment on each of the lots listed on Exhibit B-1 for each fiscal year after FY 2019-20 be subject to an increase based on the amount of increase in the United States Department of Labor Consumer Price Index, Western Urban, Size B/C, since the previous fiscal year? YES \_\_\_\_\_

NO \_\_\_\_\_

Date: \_\_\_\_\_

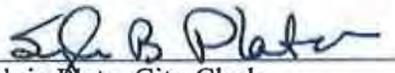
Owner(s): Self Help Enterprises

By: \_\_\_\_\_  
Thomas J. Collishaw, President/CEO

## NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the City Council of the City of Reedley on Tuesday, December 10, 2019, at 7:00 p.m. in the Council Chambers, 845 "G" Street, Reedley, California, as approved in Resolution No. 2019-089 pursuant to the Landscaping and Lighting Act of 1972 and as set forth in 22500 of the Streets and Highways Code of the State of California, for the purpose of considering annexation of Tract No. 6196, Self-Help Enterprises, into the City of Reedley's Landscaping and Lighting Maintenance District No. 1. Public comment will be accepted during the public hearing or may be delivered in writing to the City Clerk prior to the close of the public hearing. For additional information contact City Clerk, Sylvia Plata, 1717 Ninth Street, Reedley, California, Monday through Friday, during regular business hours or by calling (559) 637-4200, ext. 212.

DATE: 10.21.19

Signed:   
Sylvia Plata, City Clerk

RESOLUTION NO. 2019-089

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY TO INITIATE PROCEEDINGS FOR THE ANNEXATION OF PHASE 1 TRACT 6196 INTO THE CITY OF REEDLEY'S LANDSCAPE AND LIGHTING DISTRICT NO. 1 AND FIXING A TIME AND PLACE OF HEARING THEREON**

**WHEREAS**, the City Council of the City of Reedley proposes to annex Phase 1 of Tract 6196 into the City of Reedley's Landscape and Lighting Maintenance District (LLMD) No. 1, pursuant to the Landscape and Lighting Act of 1972 and by procedures set forth in Section 22500 of the Streets and Highway Code of the State of California for the purpose of the following improvements;

Development and maintenance of landscaping and street lighting located on public property within the boundaries of Phase 1 of tentative vesting Tract Map No. 6196, in the City of Reedley, County of Fresno, State of California.,

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Reedley, using their independent judgment, approves Resolution No. 2019-089 based on the following:

1. The above recitals are true and correct.
2. That the City elects to proceed with the annexation of Phase 1 of Tract 6196 in accordance with the provisions of the Landscape and Lighting Act of 1972.
3. That Tuesday, November 12, 2019, at the hour of 7:00 o'clock p.m. or as soon thereafter as possible at the City of Reedley Council Chambers, 845 "G" Street, Reedley, California, is the time and place set for a public hearing of all persons interested in or objecting to the proposed annexation of Phase 1 of Tract 6196 into the City of Reedley's LLMD No. 1.
4. This resolution is effective immediately upon adoption.

**BE IT FURTHER RESOLVED** that this resolution shall be posted by the City Clerk in accordance with applicable provision of said chapters of the Streets and Highways Code.

This foregoing resolution is hereby approved and adopted at a regular meeting of the City Council of the City of Reedley held on 8<sup>th</sup> day of October, 2019, by the following vote:

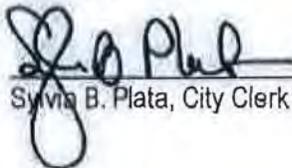
AYES: Betancourt, Pinon, Fast, Soleno.

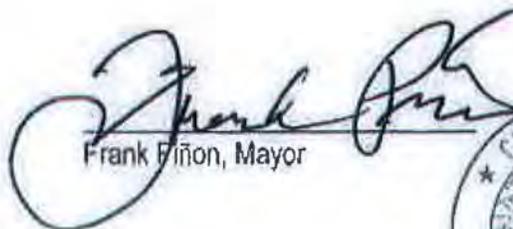
NOES: None.

ABSTAIN: None.

ABSENT: Beck.

ATTEST:

  
Sylvia B. Plata, City Clerk

  
Frank Piñon, Mayor



**PROSPECTIVE BUYER'S DISCLOSURE STATEMENT**

**NOTICE AND ACKNOWLEDGMENT OF THE CITY OF REEDLEY'S  
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 ASSESSMENT  
FOR TRACT NO. 6196, SELF-HELP ENTERPRISES**

In connection with the purchase of Lot \_\_\_\_\_ of Tract No. 6196, Self-Help Enterprises, in the City of Reedley, you are notified that the property may be annexed to a Landscaping and Lighting Maintenance District No. 1 ("LLMD No. 1"), and may be subject to levy of assessments hereunder. The assessments are to be levied on an annual basis. If the annexation and levy proceedings are successfully completed, the best estimate of the total yearly amount of the assessment chargeable to the entire Zone Z in said LLMD No.1 is \$899.60. The estimated amount of the assessment for 2019-2020 for the Lot to be purchased by you within Tract No. 6196 would be \$10.44.

The above annual assessment represents the direct special benefit that would be received by the Lot from maintenance of the landscaped and lighting easements within tentative Tract No. 6196 which are to be maintained by the City of Reedley. The current estimated assessment on the Lot would be only for the 2019-2020 assessment year.

In May, 2019, the City of Reedley received a written petition, consent and waiver from Self-Help Enterprises, the record owner of all property within Tract No. 6196, expressly waiving, to the extent allowed by law, all notices, procedures and requirements, including resolutions, reports, notices, hearings and right of majority protest, otherwise required by law for the annexation proceedings and the levy of assessments within Tract No. 6196. The City will not follow the procedure otherwise specified in the Landscape and Lighting Act of 1972 for determining whether a majority protest exists to the annexation or the levy of assessments within Tract No. 6196. Therefore, the only procedure that will be followed by the City for determining majority protest is the assessment ballot procedure required by Article XIID, Section 4, of the California Constitution and Government Code § 53753. Since Self-Help Enterprises, was the record owner of all parcels in Tract No. 6196, including the parcel(s) being purchased by you, Self-Help Enterprises, is the only person or entity entitled to submit an assessment ballot. However, you have the right to appear and be heard at the public protest hearing on the proposed annexation and levy and at the future annual public protest hearings at the Reedley City Council Chambers.

Questions about the annexation and assessment proceedings may be directed to the City of Reedley, Engineering Department at (559)637-4200, EXT. 295.

By signing below, you acknowledge and consent to all of the above.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Buyer)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Buyer)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Seller)

A copy of this notice and acknowledgement shall be forwarded to the City of Reedley, Engineering Department, 1733 Ninth Street, Reedley, CA 93654.

City Limits

City Limits

PROPOSED BOUNDARY OF AREA TO BE ANNEXED INTO CITY OF REEDLEY'S LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1

ADJUSTED PARCEL A  
13.35 Acres

N. CAMPBELL DR

ASPEN AVE

REED AVE

RIVERVIEW AVE

HOPE AVE

KLEIN AVE

CHURCH AVE

HOLLYWOOD

ASPEN DR

ACACIA DR

ALDER AVE

W. PARLIER AVE



NORTH  
SCALE: NTS

CITY OF REEDLEY  
ENGINEERING DEPARTMENT  
1733 NINTH STREET  
REEDLEY, CA 93654  
PHONE (559)637-4200

**EXHIBIT 'B'-1**

DIAGRAM OF APN's 363-080-35 AND 363-062-08  
(T1M 6196, REED-ASPEN ADJUSTED PARCEL A)  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1

DATE: MAY 24, 2019

DRWN BY: L

SHEET NO. 1 OF 1

**RESOLUTION NO. 2019-107**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY CONFIRMING THE DIAGRAM AND ASSESSMENT ORDERING THE ANNEXATION AND INCLUSION OF PHASE ONE OF TRACT 6196 INTO THE CITY OF REEDLEY'S LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT, ZONE Z**

**WHEREAS**, the City of Reedley did declare its intention to annex Phase One of Tract 6196 (Property) into Zone Z of the Landscape and Lighting Maintenance District of the City of Reedley (District) under the provisions of the Landscaping Act of 1972, Section 22500 of the California Streets and Highways Code (Act); and

**WHEREAS**, a published and mailed notice of a public hearing on the proposed annexation has been provided pursuant to State law; and

**WHEREAS**, the City Engineer as per the Act prepared a diagram and assessment of the proposed annexation into the District showing the area to be annexed into the District to be directly and specially benefitted by and assessed for the improvements, the cost of operating, maintaining, and servicing the improvements and the amount to be assessed to the property within the proposed annexation to the District; and

**WHEREAS**, a public hearing and levy of assessments was held on Tuesday, December 10, 2019 to take testimony regarding the annexation; and

**WHEREAS**, the owner of all property within the Property to be annexed to the District has in writing consented to the annexation and waived all resolutions, report, notices, and right major protest; and

**WHEREAS**, the improvements consist of landscaping, street, tree(s), street lightning and other permanent improvements authorized by the Act, which area portion of the public street and sidewalk within or adjacent to the Property; and

**WHEREAS**, the City Council has conducted the public hearing, heard, and considered all objections and protest to the proposed annexation assessment, and at the conclusion of the hearing tabulated all assessment ballots submitted and not withdrawn in support of or opposition to the proposed annexation and assessment; and

**WHEREAS**, after tabulation of the ballot(s) received a majority protest does not exist.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Reedley City Council using their independent judgement approve this resolution based on the following:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. That this City Council is satisfied with the correctness of the diagram and assessment including tabulation of the ballot(s), the proceedings and all matters relating thereto.
3. All territory within the Property is annexed to and made a part of the District indicated in the Resolution of Intention herein referred to. The boundaries of the territory annexed are shown in the diagram. Exhibit B-1 of the Engineers Assessment Report.

4. The amounts to be assessed against the individual lot described in the assessment roll, Exhibit B-1, and shown on the diagram of the Proposed Annexation into Zone Z is hereby approved and confirmed as the special assessments against said lot for servicing and maintenance of the improvements by the City.
5. To the extent allowed by law, for each fiscal year after 2019-2020, the maximum annual assessment on the lot described in the assessment roll, Exhibit B-1, shall be subject to an increase based on the amount of increase in the United State Department of Labor, Western Urban, Size B/C, since the previous year. The actual amount of the annual assessment levied for each fiscal year shall be proportional to and no greater than the direct special benefits conferred on the lot from operation and maintenance of the improvements during the fiscal year, as established by the engineer's report approved and confirmed by Council for that year.
6. The annual assessments on the lot shall be levied and collected for the fiscal year 2019-2020 together with all other annual assessments in the District, as provided in the Act.
7. The original diagram and assessment are finally approved and confirmed and are on file of the City Clerk of the City of Reedley.
8. The amended map of the boundaries of the District, prepared by the City Engineer and showing the annexation of the territory within the Property, is hereby approved.
9. This City Council determined that all monies received representing assessments collected for the District shall be deposited by the City Finance Director/Treasurer in an improvement fund entitled "Landscape Maintenance District" and shall be expended only for the servicing and maintenance of the improvements authorized by the District.
10. This resolution is effective upon adoption.

This foregoing resolution is hereby approved this 10<sup>th</sup> day of December, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Frank Piñon, Mayor

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Sylvia B. Plata, City Clerk



## REEDLEY CITY COUNCIL

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

ITEM NO: 12

**DATE:** December 10, 2019

**TITLE:** ADOPT RESOLUTION NO. 2019-108 FOR PROPOSED ANNEXATION OF TRACT 6206 ALMOND GROVE INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

- A) OPEN PUBLIC HEARING FOR THE ANNEXATION OF TRACT 6206 ALMOND GROVE INTO THE CITY'S LANDSCAPE AND LIGHTING DISTRICT NO. 1, ZONE Y. CLOSE THE PUBLIC HEARING AND OPEN BALLOT
- B) ADOPT RESOLUTION NO. 2019-108 OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE ANNEXATION OF TRACT 6206 ALMOND GROVE INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1, ZONE Y

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

**APPROVED BY:** Nicole Zieba *NZ*  
City Manager

---

### RECOMMENDATION

Adopt Resolution No. 2019-108 approving the annexation of Tract 6206 Almond Grove into the City of Reedley's Landscape and Lighting Maintenance District (L&LMD) No. 1, Zone Y.

### EXECUTIVE SUMMARY

Upon completion of the public hearing and opening of ballots, staff is recommending that the City Council adopt resolution No. 2019-108 approving annexation of Tract 6206 Almond Grove into the City of Reedley's Landscaping and Lighting District No. 1, Zone Y. Zone Y will be included in the L&LMD No. 1 Fiscal Year 2020-2021 Annual Assessment.

### BACKGROUND

On October 8, 2019, the City Council adopted Resolution No. 2019-090 initiating proceedings, and setting a public meeting and public hearing on November 12, 2019 relative to Landscaping and Lighting District No. 1, Annexation Zone Y in the City of Reedley. State law requires that the public hearing is

held a minimum of 45 days after the initiation of annexation proceedings. Therefore, the public hearing date was continued from November 12, 2019 to December 10, 2019. The lone property owner was notified of this change in the public hearing date. The public hearing has been advertised and the general public notified as required per State law.

In order to maintain and provide ongoing cost to the landscaping, street trees, and street light utility cost within the public right-of-ways and/or easements, Tract 6206 Almond Grove is being annexed into the L&LMD No. 1. Pursuant to the provisions of the Landscaping and Lighting Act of 1972 of the California Streets and Highways Code (the Act), Section 22500 et seq., the City may annex territory into an existing maintenance district to provide for the continued maintenance of landscaping and lighting improvements. This places the cost of maintaining the improvements upon the property owners directly benefiting from them. Annexation of the property is required so that an assessment may be levied to cover maintenance cost for the improvements within the District.

The annual maintenance cost of Zone-Y was calculated using \$0.92 per square-foot estimated per the City's landscape service contract costs to maintain the park-strips and medians within L&LMD No. 1. Street lights within Zone Y include 13 ea. 70-watt lights, 3 ea. 100-watt lights, and 2 ea. 150-watt lights. The cost for lighting within Zone-Y was estimated at a cost \$119.25 per month.

In accordance with State Law, an assessment diagram, attached as Exhibit B-1 of the Engineers Assessment Report Exhibit A, was prepared indicating the property benefitted and the amount of the assessment to the property. This report is on file with the City Clerk. In addition to the public meeting, the City Council is required to conduct a public hearing. Notice of the public meeting and public hearing has been provided in compliance with State law.

### **FISCAL IMPACT**

Estimated maximum annual maintenance cost is \$2,210.60 and will be assessed against the benefitting property. After Fiscal Year 2020-21, the property's L&LMD assessment will be subject to an increase based on the amount of increase in the United States Department of Labor Consumer Price Index, Western Urban, Size B/C.

### **PRIOR COUNCIL ACTIONS**

On October 8, 2019 the City Council adopted Resolution No. 2019-090 initiating proceedings, and setting a public hearing for November 12, 2019. This date was continued to December 10, 2019 in order to be in conformance with state law.

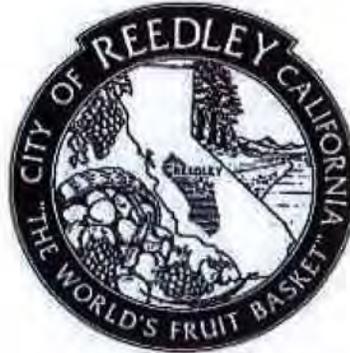
### **ATTACHMENTS**

1. Exhibit "A", Engineers Assessment Report
2. Exhibit "B", Assessment Roll
3. Resolution No. 2019-108

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

**Exhibit A**



**ENGINEERS ASSESSMENT REPORT  
ANNEXATION OF  
TRACT 6206 ALMOND GROVE  
INTO  
CITY OF REEDLEY  
LANDSCAPING AND LIGHTING  
MAINTENANCE DISTRICT NO. 1**

**Prepared by:  
City of Reedley  
Engineering Department  
1733 9th Street  
Reedley, CA 93654**

**Approved by:  
John S Robertson, P.E.  
City Engineer  
October 09, 2019**

**Tract 6206 Almond Grove Zone Y**

Landscape, Lighting and Maintenance District Assessment Calculations Summary Report

Total Number of Lots	=	1	
Administrative Cost relating to Annual Assessment			\$150.00
Legal Cost			\$50.00
Park and Landscape Maintenance Cost (Labor)			\$390.60
Park and Landscape Maintenance Cost (Materials)			\$189.00
Park Equipment (future purchase)			\$0.00
Street Lights			\$1,431.00
Total Assessment for 2019-2020 year Tract 6206 Almond Grove	=		\$2,210.60

**Tract 6206 Almond Grove Zone Y**  
**Landscaping, Lighting and Maintenance District Assessment Calculations**  
**Street Lights**

	Lot #	Lot s.f.	Coefficient	Assessment
Ph1	28	6737.91 s.f.	0.0051	34.29
Ph1	29	5995.56	0.0051	30.51
Ph1	30	6008.52	0.0051	30.57
Ph1	31	6010.33	0.0051	30.59
Ph1	32	6014.11	0.0051	30.61
Ph1	33	6017.9	0.0051	30.62
Ph1	34	6021.69	0.0051	30.64
Ph1	35	6025.47	0.0051	30.66
Ph1	36	7260.19	0.0051	38.95
Ph1	37	6579.14	0.0051	33.48
Ph1	38	6067.64	0.0051	30.88
Ph1	39	6067.88	0.0051	30.88
Ph1	40	6068.09	0.0051	30.88
Ph1	41	6068.31	0.0051	30.88
Ph1	42	6068.53	0.0051	30.88
Ph1	43	6068.75	0.0051	30.88
Ph1	44	6068.97	0.0051	30.88
Ph1	45	7472.14	0.0051	38.03
Ph2	1	7126.41	0.0051	36.27
Ph2	2	5995.55	0.0051	30.51
Ph2	3	6008.53	0.0051	30.57
Ph2	4	6010.33	0.0051	30.59
Ph2	5	6014.11	0.0051	30.61
Ph2	6	6017.9	0.0051	30.62
Ph2	7	6021.68	0.0051	30.64
Ph2	8	6025.47	0.0051	30.66
Ph2	9	7211.23	0.0051	38.70
Ph2	10	7124.63	0.0051	38.28
Ph2	11	6032.48	0.0051	30.70
Ph2	12	6032.5	0.0051	30.70
Ph2	13	6032.5	0.0051	30.70
Ph2	14	6032.5	0.0051	30.70
Ph2	15	6032.5	0.0051	30.70
Ph2	16	6032.5	0.0051	30.70
Ph2	17	6032.5	0.0051	30.70
Ph2	18	7245.77	0.0051	38.87
Ph2	19	7293.01	0.0051	37.11
Ph2	20	6032.5	0.0051	30.70
Ph2	21	6032.5	0.0051	30.70
Ph2	22	6032.5	0.0051	30.70
Ph2	23	6032.5	0.0051	30.70
Ph2	24	6032.5	0.0051	30.70
Ph2	25	6032.5	0.0051	30.70
Ph2	26	6032.5	0.0051	30.70
Ph2	27	6032.5	0.0051	30.70
		<b>281,199.21 s.f.</b>		<b>\$1,431.00</b>

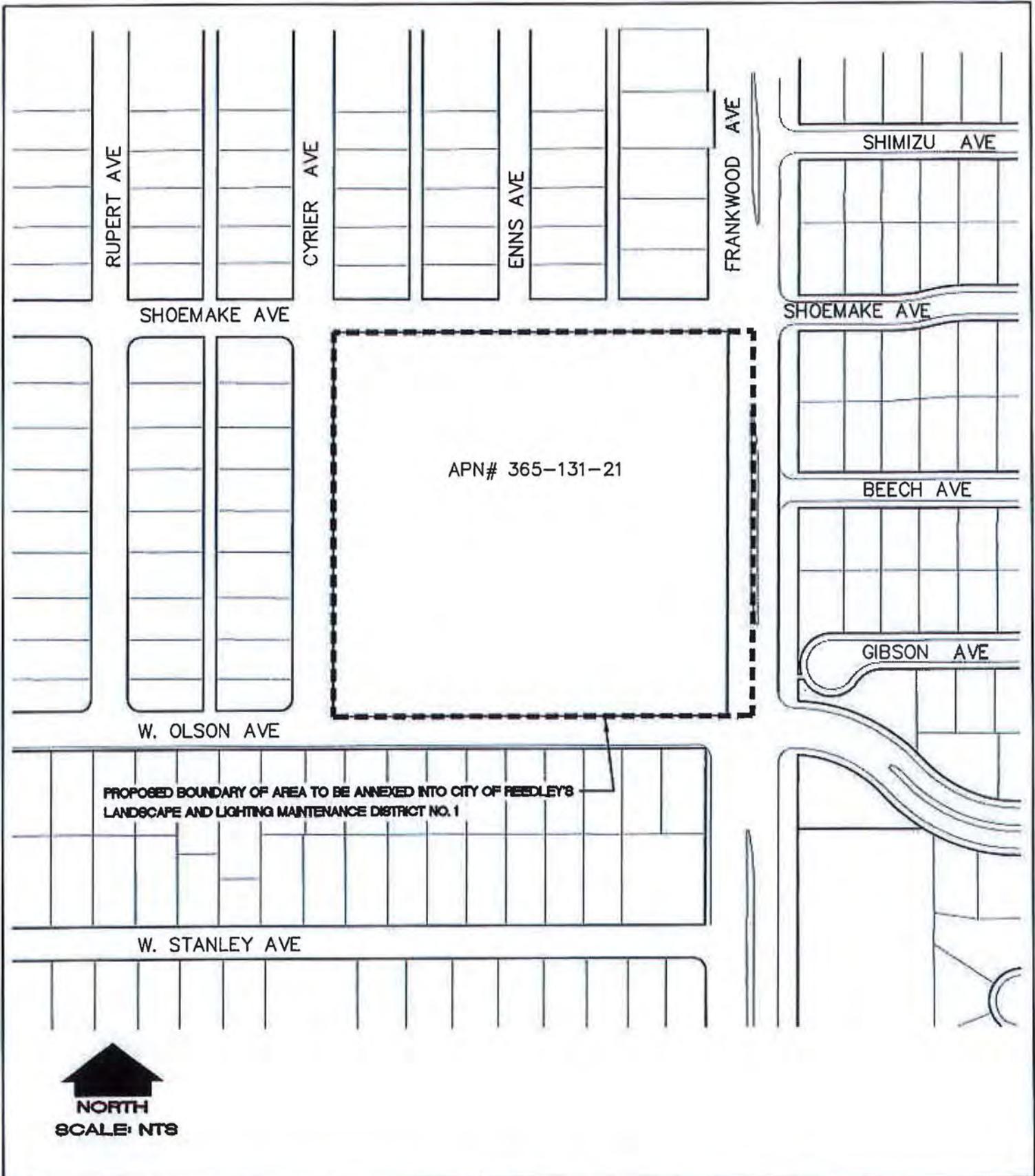
**Tract 6206 Almond Grove Zone Y**  
**Landscaping, Lighting and Maintenance District Assessment Calculations**  
**Street Lights**

Total Number of Lots = 45  
 Schedule LS-2B  
 120 Volts - High Pressure Sodium Vapor Lamps  
 or LED Equivalent

Street Location:	Lamp Watts (LED Equiv)	\$ - Lamp per Month	No. of Lamps	Monthly Cost	Yearly Cost
Local Streets	70 watts	5.3	13	\$68.90	\$826.80
Collector Street	23 watts				
	100 watts	8.59	3	\$25.77	\$309.24
	38 watts				
Arterial Street	150 watts	12.29	2	\$24.58	\$294.96
	81 watts				

Total Yearly Assessment = \$1,431.00  
 Cost per Square foot = 0.0051





**CITY OF REEDLEY**  
 ENGINEERING DEPARTMENT  
 1733 NINTH STREET  
 REEDLEY, CA 93654  
 PHONE (559)837-4200

**EXHIBIT 'B'-1**

DIAGRAM OF APN's 365-131-21 (TTM 6206, ALMOND GROVE)  
 LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1

DATE: OCTOBER 2, 2017

DRWN BY: LT

SHEET NO. 1 OF 1

**PETITION AND WRITTEN CONSENT  
(INCLUDING WAIVER)**

**REQUESTING COMMENCEMENT OF PROCEEDINGS UNDER  
THE LANDSCAPING AND LIGHTING ACT OF 1972  
TO ANNEX CERTAIN TERRITORY TO  
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 1**

To the Council of the City of Reedley  
c/o the City Clerk of the City of Reedley  
Reedley City Hall  
1717 Ninth Street  
Reedley, California 93654

Re: Tentative Tract Map No. 6206  
Assessor's Parcel No. 365-131-21 (9.98 gross acres)

Members of the City Council:

The undersigned is the duly authorized representative of the owner of all the territory of real property located in Assessor's Parcel No. 365-131-21, Reedley, California, described on Exhibit A-1 and shown by the map in Exhibit B-1 (the "Parcel"), which exhibits are attached to and made part of this petition. The owner hereby petitions and requests that you commence proceedings pursuant to the Landscaping and Lighting Act of 1972 (Part 2, Division 15, of the California Streets & Highways Code) (the "Act") to annex and add all the territory in the Parcel to the City's existing Landscaping and Lighting Maintenance District No.1 ("LLMD No. 1"), and to levy on the annexed territory the annual assessments levied within LLMD No. 1 for the maintenance and operation of landscaping facilities.

The owner further petitions and requests that the Council proceed as quickly as possible with all proceedings necessary to accomplish such annexation and levy. In that regard, to the extent allowed by law, **the owner hereby expressly waives all notices, procedures and requirements otherwise required under Section 22608 and Article 1 (commencing with Section 22585) of the Act, California Government Code Sections 53750 through 53753.5 or any other provision of law, including without limitation adoption of any resolutions, filing of any engineer's report, giving of any notices, holding any hearings and right of majority protest, and expressly consents to the annexation and levy without completion of or compliance with notices, procedures or requirements.**

In consideration for the Council conducting the annexation and levy proceedings herein requested, the owner will immediately execute and deliver to the City any documents the City deems necessary to accomplish the annexation and levy proceedings and to further evidence the consent and waivers in this letter, including but not limited to assessment ballots and receipts for notice.

Also in consideration for the Council conducting such annexation and levy proceedings, the owner agrees to remain the sole owner of all real property in such Parcels and to not transfer title to any such real property to any other person or entity until completion of the proceedings.

Respectfully submitted as of 8-20, 2018, by:

PROPERTY OWNER: Yanez Properties, LLC

By:   
It's, President/owner

**EXHIBIT A-1**

**TENTATIVE TRACT MAP 6206**

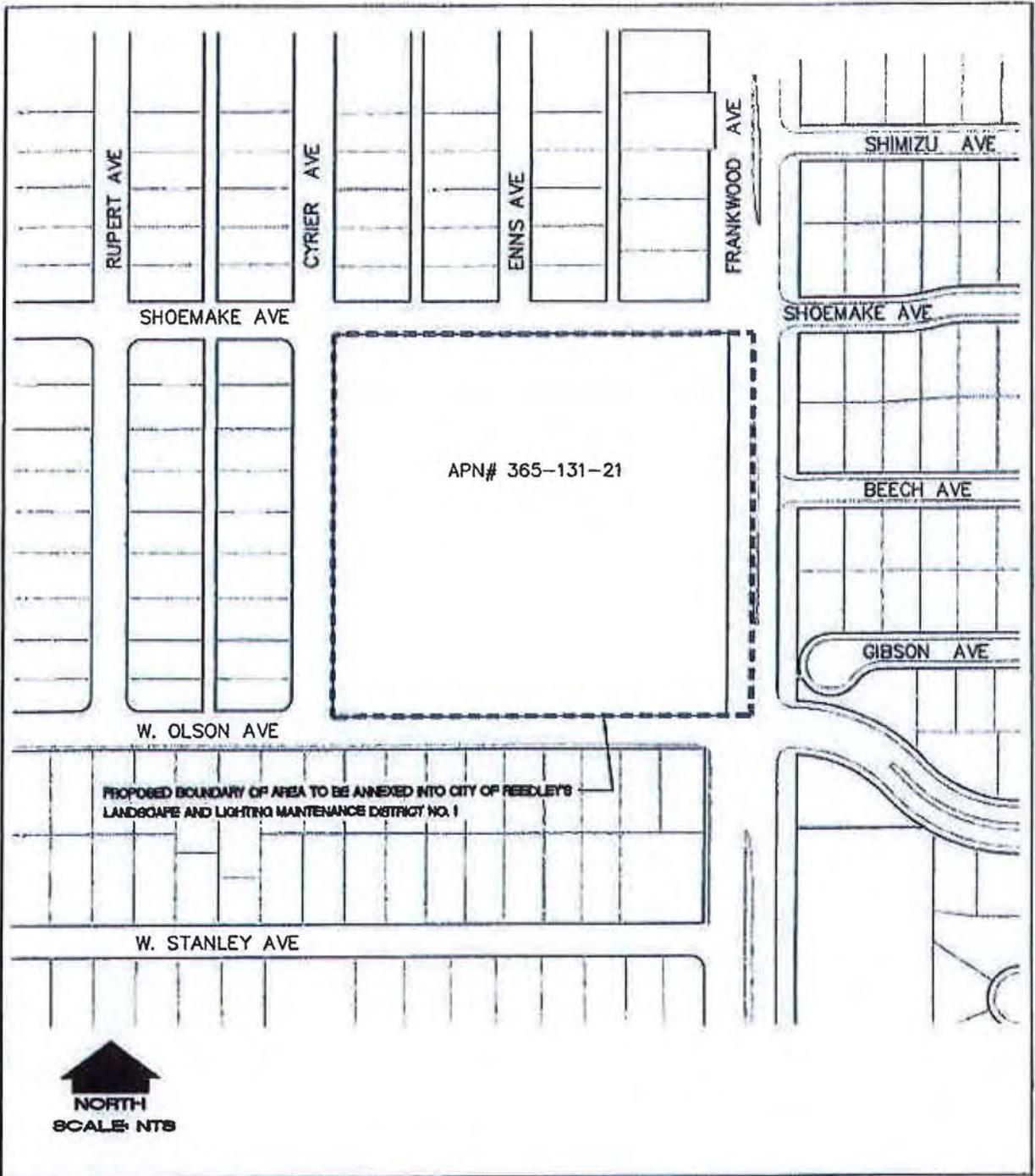
APN 365-131-21

The land referred to herein below is situated in the City of Reedley, County of Fresno, State of California and is described as follows:

The north one-half of Lot 3 of Curtis and Shoemaker Tract, Section 34, Township 15 south, range 23 east, Mount Diablo Base and Meridian, according to the map thereof recorded in Book 1, page 6 of miscellaneous maps, Fresno County Records.

Excepting therefrom that portion lying within Tract No. 1691, Vissio Tract; Tract No. 1851; Vissio Tract No. 2; Tract No. 2016; Vissio Tract No. 3 and Tract No. 2262, Vissio Tract No. 4.

**EXHIBIT B-1**



PROPOSED BOUNDARY OF AREA TO BE ANNEXED INTO CITY OF REEDLEY'S  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1

CITY OF REEDLEY  
ENGINEERING DEPARTMENT  
1733 NINTH STREET  
REEDLEY, CA 93854  
PHONE (559)837-4200

**EXHIBIT 'B'-1**  
DIAGRAM OF APN's 365-131-21 (T/M 8206, ALMOND GROVE)  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1

DATE: OCTOBER 2, 2017	DRAWN BY: LT	SHEET NO. 1 OF 1
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**City of Reedley**  
**Landscaping and Lighting Maintenance District No. 1**  
**Annexation of APN 365-131-21**

**IMPORTANT-PROPERTY OWNER BALLOT**

This ballot is for the use of the property owner of the parcel(s) identified below, which is/are located within APN 365-131-21 Maintenance District No. 1 (the "District"). Please advise the Reedley City Clerk at (559) 637-4200 Ext. 300 if the name set forth below is incorrect or if you are no longer the owner of the parcel.

This ballot may be used to express support for or opposition to the proposed annexation of APN 365-131-21, Almond Grove Estates to the District and/or the levy of annual landscaping and lighting maintenance assessments within APN 365-131-21. In order to be counted, this ballot must be signed by the owner of the parcel(s) or, if the owner is not an individual, by an authorized representative of the owner. The ballot then must be delivered to the Reedley City Clerk, by mail or in person, as follows:

Mail: If by mail, place the signed and completed ballot in the return envelope provided and place it in the mail no later than seven (7) calendar days prior to the date of the protest hearing, **December 3, 2019**. Mailing later than this may result in the ballot not being received in time to be counted.

In Person: If in person, deliver to the City Clerk at any time up to 4:00 p.m. on the date of the protest hearing, **December 10, 2019** at the City Clerk's office, 1717 Ninth Street, Reedley, CA, or at the protest hearing itself, on the hearing date, at Reedley City Hall, 845 "G" Street, Reedley, CA.

However if it is delivered, **THE BALLOT MUST BE RECEIVED BY THE CITY CLERK PRIOR TO THE CLOSE OF THE PUBLIC HEARING IN ORDER TO BE COUNTED.**

To cast the ballot, return either this entire page or the completed portion below this line.

**BALLOT**

Lot Number(s): APN 365-131-21 Almond Grove Estates  
*(See Schedule-B-1, Attached)*  
Owner Name(s): Almond Grove Estates  
  
Reedley, CA 93654  
Total Number of Lots: 1  
Vote(s) Cast: 1

**BALLOT MEASURE**

Shall the City Council of the City of Reedley order all territory within APN 365-131-21, to be annexed and incorporated in City Landscaping and Lighting, Maintenance District No. 1, and levy an annual assessment on the lot listed on Schedule A for operation and maintenance of landscaping and lighting improvements in the District, in the amount up to but not more than the maximum assessment shown on Schedule A for FY 20019-20; and shall the maximum annual assessment on each of the lots listed on Schedule A for each fiscal year after FY 2019-20 be subject to an increase based on the amount of increase in the United States Department of Labor Consumer Price Index, Western Urban, Size B/C, since the previous fiscal year?

YES \_\_\_\_\_

NO \_\_\_\_\_

Date: \_\_\_\_\_

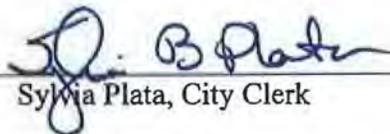
Owner(s): Almond Grove Estates

By: \_\_\_\_\_  
Efrain Yanez, Owner

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the City Council of the City of Reedley on Tuesday, December 10, 2019, at 7:00 p.m. in the Council Chambers, 845 "G" Street, Reedley, California, as approved in Resolution No. 2019-089 pursuant to the Landscaping and Lighting Act of 1972 and as set forth in 22500 of the Streets and Highways Code of the State of California, for the purpose of considering annexation of Tract No. 6196, Self-Help Enterprises, into the City of Reedley's Landscaping and Lighting Maintenance District No. 1. Public comment will be accepted during the public hearing or may be delivered in writing to the City Clerk prior to the close of the public hearing. For additional information contact City Clerk, Elizabeth Vines, 1717 Ninth Street, Reedley, California, Monday through Friday, during regular business hours or by calling (559) 637-4200, ext. 212.

DATE: 10.21.19

Signed:   
Sylvia Plata, City Clerk

RESOLUTION NO. 2019-090

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY TO INITIATE PROCEEDINGS FOR THE ANNEXATION OF TRACT 6206 INTO THE CITY OF REEDLEY'S LANDSCAPE AND LIGHTING DISTRICT NO. 1 AND FIXING A TIME AND PLACE OF HEARING THEREON**

**WHEREAS**, the City Council of the City of Reedley proposes to annex Tract 6206 into the City of Reedley's Landscape and Lighting Maintenance District (LLMD) No. 1, pursuant to the Landscape and Lighting Act of 1972 and by procedures set forth in Section 22500 of the Streets and Highway Code of the State of California for the purpose of the following improvements;

Development and maintenance of landscaping and street lighting located on public property within the boundaries of Tract 6206 in the City of Reedley, County of Fresno, State of California.,

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Reedley, using their independent judgment, approves Resolution No. 2019-090 based on the following:

1. The above recitals are true and correct.
2. That the City elects to proceed with the annexation of Tract 6206 in accordance with the provisions of the Landscape and Lighting Act of 1972.
3. That Tuesday, November 12, 2019, at the hour of 7:00 o'clock p.m. or as soon thereafter as possible at the City of Reedley Council Chambers, 845 "G" Street, Reedley, California, is the time and place set for a public hearing of all persons interested in or objecting to the proposed annexation of Tract 6206 into the City of Reedley's LLMD No. 1.
4. This resolution is effective immediately upon adoption.

**BE IT FURTHER RESOLVED** that this resolution shall be posted by the City Clerk in accordance with applicable provision of said chapters of the Streets and Highways Code.

This foregoing resolution is hereby approved and adopted at a regular meeting of the City Council of the City of Reedley held on 8<sup>th</sup> day of October, 2019, by the following vote:

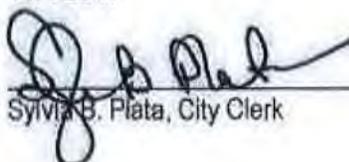
AYES: Betancourt, Pinon, Fast, Soleno.

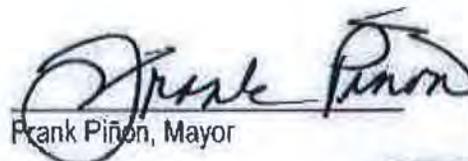
NOES: None.

ABSTAIN: None.

ABSENT: Beck.

ATTEST:

  
Sylvia B. Plata, City Clerk

  
Frank Pinon, Mayor



**PROSPECTIVE BUYER'S DISCLOSURE STATEMENT**

**NOTICE AND ACKNOWLEDGMENT OF THE CITY OF REEDLEY'S  
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 ASSESSMENT  
FOR TRACT NO. 6206, ALMOND GROVE ESTATES**

In connection with the purchase of Lot \_\_\_\_\_ of Tract No. 6206, Almond Grove Estates, in the City of Reedley, you are notified that the property may be annexed to a Landscaping and Lighting Maintenance District No. 1 ("LLMD No. 1"), and may be subject to levy of assessments hereunder. The assessments are to be levied on an annual basis. If the annexation and levy proceedings are successfully completed, the best estimate of the total yearly amount of the assessment chargeable to the entire Zone Y in said LLMD No.1 is \$2,210.60. The estimated amount of the assessment for 2019-2020 for the Lot to be purchased by you within Tract No. 6206 would be \$49.12.

The above annual assessment represents the direct special benefit that would be received by the Lot from maintenance of the landscaped and lighting easements within tentative Tract No. 6206 which are to be maintained by the City of Reedley. The current estimated assessment on the Lot would be only for the 2019-2020 assessment year.

In August, 2018, the City of Reedley received a written petition, consent and waiver from Yanez Properties, LLC, the record owner of all property within Tract No. 6206, expressly waiving, to the extent allowed by law, all notices, procedures and requirements, including resolutions, reports, notices, hearings and right of majority protest, otherwise required by law for the annexation proceedings and the levy of assessments within Tract No. 6206. The City will not follow the procedure otherwise specified in the Landscape and Lighting Act of 1972 for determining whether a majority protest exists to the annexation or the levy of assessments within Tract No. 6206. Therefore, the only procedure that will be followed by the City for determining majority protest is the assessment ballot procedure required by Article XIID, Section 4, of the California Constitution and Government Code § 53753. Since Yanez Properties, LLC, was the record owner of all parcels in Tract No. 6206, including the parcel(s) being purchased by you, Yanez Properties, LLC, is the only person or entity entitled to submit an assessment ballot. However, you have the right to appear and be heard at the public protest hearing on the proposed annexation and levy and at the future annual public protest hearings at the Reedley City Council Chambers.

Questions about the annexation and assessment proceedings may be directed to the City of Reedley, Engineering Department at (559)637-4200, EXT. 295.

By signing below, you acknowledge and consent to all of the above.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Buyer)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Buyer)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Seller)

A copy of this notice and acknowledgement shall be forwarded to the City of Reedley, Engineering Department, 1733 Ninth Street, Reedley, CA 93654.



APN# 365-131-21

PROPOSED BOUNDARY OF AREA TO BE ANNEXED INTO CITY OF REEDLEY'S  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1



CITY OF REEDLEY  
ENGINEERING DEPARTMENT  
1733 NINTH STREET  
REEDLEY, CA 93654  
PHONE (559)637-4200

**EXHIBIT 'B'-1**

DIAGRAM OF APN's 365-131-21 (TTM 6206, ALMOND GROVE)  
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1

DATE: OCTOBER 2, 2017

DRWN BY: LT

SHEET NO. 1 OF 1

**RESOLUTION NO. 2019-108**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY CONFIRMING THE DIAGRAM AND ASSESSMENT ORDERING THE ANNEXATION AND INCLUSION OF TRACT 6206 INTO THE CITY OF REEDLEY'S LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT, ZONE Y**

**WHEREAS**, the City of Reedley did declare its intention to annex Tract 6206 (Property) into Zone Y of the Landscape and Lighting Maintenance District of the City of Reedley (District) under the provisions of the Landscaping Act of 1972, Section 22500 of the California Streets and Highways Code (Act); and

**WHEREAS**, a published and mailed notice of a public hearing on the proposed annexation has been provided pursuant to State law; and

**WHEREAS**, the City Engineer as per the Act prepared a diagram and assessment of the proposed annexation into the District showing the area to be annexed into the District to be directly and specially benefitted by and assessed for the improvements, the cost of operating, maintaining, and servicing the improvements and the amount to be assessed to the property within the proposed annexation to the District; and

**WHEREAS**, a public hearing and levy of assessments was held on Tuesday, December 10, 2019 to take testimony regarding the annexation; and

**WHEREAS**, the owner of all property within the Property to be annexed to the District has in writing consented to the annexation and waived all resolutions, report, notices, and right major protest; and

**WHEREAS**, the improvements consist of landscaping, street, tree(s), street lightning and other permanent improvements authorized by the Act, which area portion of the public street and sidewalk within or adjacent to the Property; and

**WHEREAS**, the City Council has conducted the public hearing, heard, and considered all objections and protest to the proposed annexation assessment, and at the conclusion of the hearing tabulated all assessment ballots submitted and not withdrawn in support of or opposition to the proposed annexation and assessment; and

**WHEREAS**, after tabulation of the ballot(s) received a majority protest does not exist.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Reedley City Council using their independent judgement approve this resolution based on the following:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. That this City Council is satisfied with the correctness of the diagram and assessment including tabulation of the ballot(s), the proceedings and all matters relating thereto.
3. All territory within the Property is annexed to and made a part of the District indicated in the Resolution of Intention herein referred to. The boundaries of the territory annexed are shown in the diagram. Exhibit B-1 of the Engineers Assessment Report.
4. The amounts to be assessed against the individual lot described in the assessment roll,

Exhibit B-1, and shown on the diagram of the Proposed Annexation into Zone Y is hereby approved and confirmed as the special assessments against said lot for servicing and maintenance of the improvements by the City.

5. To the extent allowed by law, for each fiscal year after 2019-2020, the maximum annual assessment on the lot described in the assessment roll, Exhibit B-1, shall be subject to an increase based on the amount of increase in the United State Department of Labor, Western Urban, Size B/C, since the previous year. The actual amount of the annual assessment levied for each fiscal year shall be proportional to and no greater than the direct special benefits conferred on the lot from operation and maintenance of the improvements during the fiscal year, as established by the engineer's report approved and confirmed by Council for that year.
6. The annual assessments on the lot shall be levied and collected for the fiscal year 2019-2020 together with all other annual assessments in the District, as provided in the Act.
7. The original diagram and assessment are finally approved and confirmed and are on file of the City Clerk of the City of Reedley.
8. The amended map of the boundaries of the District, prepared by the City Engineer and showing the annexation of the territory within the Property, is hereby approved.
9. This City Council determined that all monies received representing assessments collected for the District shall be deposited by the City Finance Director/Treasurer in an improvement fund entitled "Landscape Maintenance District" and shall be expended only for the servicing and maintenance of the improvements authorized by the District.
10. This resolution is effective upon adoption.

This foregoing resolution is hereby approved this 10<sup>th</sup> day of December, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Frank Piñon, Mayor

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Sylvia B. Plata, City Clerk



## REEDLEY CITY COUNCIL

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

ITEM NO: 13

**DATE:** December 10, 2019

**TITLE:** ADOPT RESOLUTION NUMBER 2019-103 APPROVING THE PLACEMENT OF STOP SIGNS ON DEL ALTAIR AVE AT THE INTERSECTIONS OF BEECH AVE. AND HUNTSMAN AVE. CREATING FOUR-WAY STOP CONTROLLED INTERSECTIONS

**SUBMITTED:** Russ Robertson, Director of Public Works *RR*  
Seth Regier, Engineering Assistant

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

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### RECOMMENDATION

Adopt Resolution No. 2019-103 Approving the placement of stop signs on Del Altair Ave. at the intersections with Huntsman and Beech Avenues creating four-way stop-controlled intersections at the two locations.

### EXECUTIVE SUMMARY

On October 22, 2019 a public hearing was held at the City of Reedley Council Chambers to receive a report from staff discussing the process and analysis required by the State of California prior to the placement and enforcement of regulatory signage. The California Vehicle Code (CVC) requires that certain warrants be met prior to the placement and enforcement of any regulatory signage. If warrants are not met, there are specific provisions that can be considered and a determination made by Council to place the required signage.

Prior to the public hearing, the results of a warrant study performed for the placement stop signs at two locations on Del Altair Ave. intersections with Huntsman Ave. and Beech Ave. were presented and discussed by the Traffic Safety Commission (TSC) on September 19, 2019. Due to the fact that KCUSD does pick up school children adjacent to the intersection of Del Altair and Huntsman the TSC felt it would be prudent to create a stop sign controlled intersection at this location and requested that this matter be taken to the City Council for approval.

The public hearing was properly noticed and held in order to obtain comments and input from the general public regarding the placement of the stop signs.

Council made the determination that stop signs met provisions outlined in the California Manual of Uniform Traffic Control Devices (CA-MUTCD). Staff is presenting this resolution that a finding of necessity was made by the City Council for the placement of stop signs at the two locations on Del Altair Avenue. The placement of these signs at these locations will create four-way stop-controlled intersections where roadway users will be subject to fines if the regulatory signage requirements are ignored.

## **BACKGROUND**

The City of Reedley Municipal Code Section 6.1.2 grants to the City Council of the City of Reedley authority for the placement of regulatory traffic signage (stop/yield) and or traffic signals in accordance with requirements detailed in the CVC and the CA-MUTCD. Section 2B.07 of the CA-MUTCD provides warrants and provisions that can be applied to the analysis to assist in the final determination to either place or not place a regulatory device. These provisions include physical sight distance restrictions and high pedestrian volumes.

Due to a number of complaints the City has received related to two intersections on Del Altair Ave. the City performed the required engineering analysis at Del Altair/Huntsman and Del Altair/Beech Ave. to determine if the required warrants were met for the placement of stop signs creating two-way stop intersections at these two locations. Based on the results of the warrant analysis and the technical data obtained, the placement of stop signs at these two locations is not warranted. However, the provisions referenced in Section 2B.07 of the CA-MUTCD can be met with a finding of necessity through a City Council Resolution that supports the installation of the stop signs.

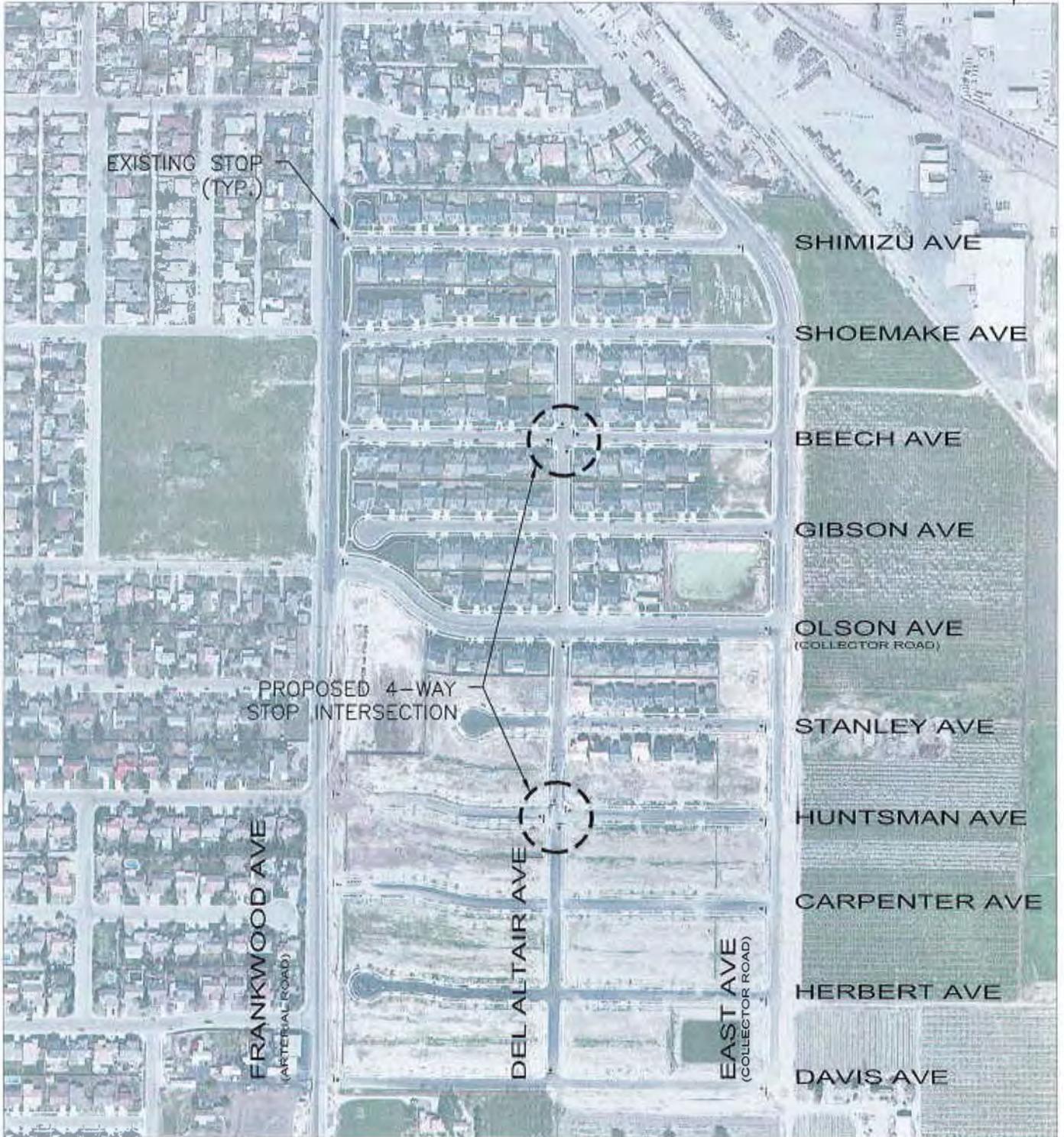
## **FISCAL IMPACT**

The cost to install stop signs and advance warning signs is approximately \$2,500 and will be funded through Article 8 funds.

## **ATTACHMENTS**

1. Exhibit "A" Del Altair Avenue Stop Sign locations
2. Resolution 2019-103

EXHIBIT "A"



PREPARED BY:  
**CITY OF REEDLEY**

ENGINEERING DEPARTMENT  
 1733 9th STREET  
 REEDLEY, CA 93654  
 Phone: (559)637-4200, ext. 295  
 Fax: (559)637-2139

DIAGRAM OF  
 DEL ALTAIR AVENUE STOP SIGN

DATE:  
 NOVEMBER 12, 2019

SCALE  
 1" = 400'

DRAWN BY:  
 LTHAO

SHEET NO. 1 OF 1

RESOLUTION NO. 2019-103

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE PLACEMENT OF STOP SIGNS ON DEL ALTAIR AVE AT THE INTERSECTIONS OF BEECH AVE AND HUNTSMAN AVE CREATING FOUR-WAY STOP CONTROLLED INTERSECTIONS**

**WHEREAS**, the City of Reedley Municipal Code Section 6.1.2 grants authority to the City Council for the approval and placement of regulatory signage (yields/stop/signals) according to the requirements detailed in the California Vehicle Code (CVC) and California Manual on Uniform Traffic Control Devices (CA-MUTCD); and

**WHEREAS**, Section 2B.07 of the CA-MUTCD provides warrants and provisions that need to be met or can be applied for approval, placement, and enforcement of regulatory signage; and

**WHEREAS**, as required per the CA-MUTCD Section 2B-07 an engineering study was performed for each intersection where data was collected and analysis performed to determine if required warrants were met at the two locations; and

**WHEREAS**, 10 days prior to the City Council meeting held on October 22, 2019 a notice for a public hearing was posted as required; and

**WHEREAS**, on October 22, 2019 a public meeting and hearing was held at the City of Reedley Council Chambers, at 845 "G" Street, received a staff report, presentation and accepted public comments.

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

1. The above recitals are true and correct and incorporated herein by reference.
2. The City Council using their independent judgment, hereby requests that stop signs be placed on Del Altair Ave. at the intersections of Beech Ave. and Huntsman Ave. creating four-way stop controlled intersections.
3. The City Council hereby requests that the regulatory signs at these two locations be enforced by the Reedley Police Department.
4. This resolution is effective upon adoption.

This foregoing resolution is hereby approved the 10th day of December 2019, by the Reedley City Council, by the following vote:

AYES:

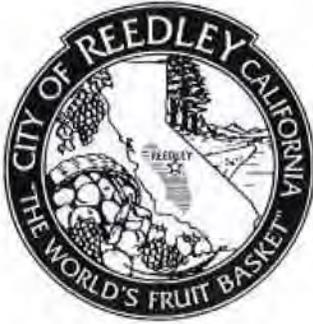
NOES:

ABSTAIN:

ABSENT:

ATTEST: \_\_\_\_\_  
Sylvia B. Plata, City Clerk

\_\_\_\_\_  
Frank Piñon, Mayor



## REEDLEY CITY COUNCIL

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

ITEM NO: 14

**DATE:** December 10, 2019

**TITLE:** ADOPT RESOLUTION NO. 2019-109 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF WASTEWATER REVENUE REFUNDING BONDS TO REFINANCE OUTSTANDING WASTEWATER SYSTEM OBLIGATIONS OF THE CITY IN AN AMOUNT NOT TO EXCEED \$15,750,000, AND APPROVING RELATED AGREEMENTS AND ACTIONS

**SUBMITTED:** Paul A. Melikian, Assistant City Manager  
Russ G. Robertson, Public Works Director

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

### RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 2019-109 authorizing the issuance of the City of Reedley 2019 Wastewater Revenue Refunding Bonds for the purpose of refinancing certain outstanding debt incurred by the City in 2007, and authorizing the City Manager to execute all necessary and related documents.

### EXECUTIVE SUMMARY

In October 2007, the City borrowed \$26,942,897 from the California State Water Resources Control Board through the State Revolving Fund (SRF) loan program. Loan proceeds were used to finance wastewater treatment plant capital improvements, which resulted in the expansion of the plant. The SRF Loan is secured by and payable from wastewater system net revenues and carries an interest rate of 2.40% and a repayment term of 20 years. Currently, \$15,402,506 of the SRF Loan remains outstanding.

Currently, low interest rates provide a good opportunity to refinance the SRF Loan to realize significant annual cash flow savings of approximately \$530,000, by extending the maturity by six years (from 2030 to 2036) to more closely align the term of the debt with the useful life of the capital improvements that were financed with the debt.

Back in 2007, SRF Loans had a maximum repayment term of 20 years, even though Loan proceeds were used to finance capital improvements with a useful life of 40 years or more. More recently, the SRF Loan program has increased the term of its loans to 30 years.

Issuing 20 year debt to finance 40+ year capital improvements creates an inequity between current ratepayers and future ratepayers. It is inequitable for current ratepayers to bear the full cost of debt repayment, while future ratepayers bear no such burden, even though future ratepayers will also benefit from the debt-financed improvements. Ideally, the burden of debt repayment should be borne by all ratepayers over time who benefit from the improvements financed by the debt. This refinancing helps accomplish that goal.

The attached Resolution authorizes Staff to execute various Financing Documents including an Indenture of Trust, a draft of which is attached to this report, which draft may be modified prior to execution by authorized Staff, as necessary.

## **FINANCIAL IMPACT**

This refinancing will save the City approximately \$530,000 each year over the current annual debt service paid for the SRF Loan, primarily due to extending the maturity of the loan from 2030 to 2036 and a favorable interest rate that is only 17 basis points higher than the current loan. (2.40% vs 2.57%)

The current annual SRF Loan payment is \$1,750,790. Under the terms of the new loan with Opus Bank, the annual payment will now be approximately \$1,221,211 (payment varies slightly a few hundred dollars from year to year). This savings will be realized starting next fiscal year.

In addition to more equitably aligning the City's wastewater debt with the useful life of the capital improvements financed by the debt, the annual lower debt service payment will free up approximately \$5.3 million over the next 10 years that will place the City in a better position to: 1) expedite various deferred maintenance projects, including the replacement of aging sewer pipes, and 2) address increasing maintenance and operational costs. The lower debt service payment will also be incorporated into the City's next Wastewater Rate Study, which is included in this year's Adopted Budget.

## **BACKGROUND**

### **Method of Sale**

There are three methods by which local public agencies such as the City of Reedley sell bonds: competitive sales, negotiated sales and private placements. Depending on a variety of factors, one or another method will usually achieve the best result, meaning the lowest interest rate. These factors include the security for the bonds, the size, term and structure of the bonds, the creditworthiness of the bonds and overall financial market conditions.

In consultation with the City's financing team, Staff has determined that a private placement of the Refunding Bonds would likely achieve the best overall result. A private placement is when an issuer such as the City sells its bonds directly to an investor, typically a commercial bank or similar financial institution. By comparison, in a competitive or negotiated sale the issuer sells its bonds to a broker/dealer who then re-sells the bonds to final investors.

### **Solicitation of Bids**

On October 29<sup>th</sup> the City's Placement Agent (Brandis Tallman) sent a Request for Proposals (RFP) to approximately 24 banks and financial institutions that regularly purchase long-term bonds from California local public agencies via direct private placement. Subsequently, on November 12<sup>th</sup> the City received bona fide proposals from six respondents to the RFP, including BBVA Compass, Municipal Finance Corp., Opus Bank, Pinnacle Public Finance, Signature Public Funding and Western Alliance.

Based on the proposed interest rates as well as various other terms and conditions specified in each proposal, Staff determined that the proposal submitted by Opus Bank was the best one.

Opus Bank is a regional commercial bank founded in 1993, headquartered in Irvine, California with offices in California, Washington, Oregon and Arizona. Opus Bank is an active participant in the private placement market for long-term debt issued by California local public agencies.

In their proposal, Opus Bank proposed an interest rate of 2.57% for the Refunding Bonds, and agreed to hold the rate until the expected closing date.

Opus Bank is highly experienced in transactions of this nature, and they have a good track record of completing such transactions once begun. Opus Bank and the City's financing team are now working together to finalize all of the arrangements necessary to complete the transaction on schedule.

Notwithstanding the above, Opus Bank is under no obligation to purchase the Refunding Bonds and the Bank has the right to rescind its offer any time prior to closing. Similarly, if for any reason prior to closing the City determines that issuance of the Refunding Bonds is no longer in its best interest, then the City may cancel the transaction.

If the refinancing proceeds on schedule then the Refunding Bonds will close on December 18, 2019.

#### Costs of Issuance

The cost of issuing the Refunding Bonds is expected not-to-exceed \$132,000 including fees for Bond Counsel, Placement Agent, Financial Advisor, Bank Counsel, and miscellaneous other fees and expenses. All costs of issuance are payable from proceeds of the Refunding Bonds upon closing. If for any reason the refinancing fails to close, then all fees and expenses will be waived and the City will not be billed.

#### Legal Disclosures

Legislation (SB 450) that was signed into State Law in October, 2017 requires all issuers of public debt in California, including the City of Reedley, to disclose the following information in a meeting that is open to the public:

- A good-faith estimate of the 'true interest cost' for the proposed debt, which in this case is approximately 2.57%.
- A good-faith estimate of the total costs of issuance for the proposed debt, which in this case is approximately \$131,845.
- A good-faith estimate of the 'net proceeds' of the proposed debt, which in this case is approximately \$15,542,155.
- A good-faith estimate of the total debt service payments over the entire term of the proposed debt, which in this case is approximately \$19,533,596.

#### Attachments

Resolution No. 2019-109  
Indenture of Trust

**RESOLUTION NO. 2019-109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF WASTEWATER REVENUE REFUNDING BONDS TO REFINANCE OUTSTANDING WASTEWATER SYSTEM OBLIGATIONS OF THE CITY IN AN AMOUNT NOT TO EXCEED \$15,750,000, AND APPROVING RELATED AGREEMENTS AND ACTIONS**

**WHEREAS**, the City of Reedley (the "City") owns and operates a public enterprise for the collection, treatment and disposal of wastewater within the service area of the City (the "Wastewater System"); and

**WHEREAS**, to finance Wastewater System improvements, the City entered into an Interagency Sales Agreement (No. 07-810-550) with the State Water Resources Control Board in 2007, as amended, which is currently outstanding in the amount of \$15,402,506 (the "SRF Loan"); and

**WHEREAS**, pursuant to the terms of the SRF Loan, the City may prepay the outstanding principal balance of the SRF Loan, in whole or in part, on any date, together with accrued interest thereon to the prepayment date, without premium; and

**WHEREAS**, at current market interest rates, the City can refinance the SRF Loan and extend the final maturity of the obligation to more closely align the term of the obligation with the useful life of the capital improvements that were financed, and in so doing, generate cash flow savings for the Wastewater System during a portion of the term of the new obligations; and

**WHEREAS**, the City Council wishes at this time to authorize the sale and issuance of the City of Reedley 2019 Wastewater Refunding Revenue Bonds (the "Refunding Bonds") under the Bond Law (as herein defined) to provide funds to prepay amounts outstanding under the SRF Loan and to pay the costs of issuing the Refunding Bonds, such Refunding Bonds to be secured by a pledge of the Net Revenues of the Wastewater System on a parity with the City's outstanding wastewater revenue refunding bonds that were issued in 2016; and

**WHEREAS**, the information required to be obtained and disclosed with respect to the Refunding Bonds by the City Council in accordance with Government Code Section 5852.1 is set forth in the staff report that accompanies this Resolution; and

**NOW, THEREFORE**, the City Council of the City of Reedley hereby finds, determines, orders and resolves:

1. Issuance of Refunding Bonds; Approval of Indenture. The City Council hereby authorizes the issuance of the Refunding Bonds under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the "Bond Law"), for the purpose of providing funds to prepay amounts outstanding under the SRF Loan and to pay the costs of selling and issuing the Refunding Bonds.

The Refunding Bonds shall be issued under an Indenture of Trust between the City and U.S. Bank National Association, as trustee, which is hereby approved in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by the City Manager or the Assistant City Manager, acting alone or together (each an "Authorized Officer"), and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of such changes and additions. The City Council hereby authorizes and directs an Authorized Officer to execute, and the City Clerk to attest, said form of the Indenture of Trust for and in the name of the City. The City Council hereby authorizes the delivery and performance of the Indenture of Trust.

2. Refinancing of the SRF Loan. The City Council hereby authorizes and approves the refinancing of the SRF Loan from the proceeds of the Refunding Bonds. Such refinancing shall be accomplished as provided in the Indenture of Trust.

3. Sale of Refunding Bonds via Direct Placement. The City Council hereby authorizes the sale of the Refunding Bonds via a direct placement transaction with Opus Bank, a California commercial bank (the "Lender"), so long as the principal amount of the Refunding Bonds does not exceed \$15,750,000, the tax-exempt interest rate does not exceed 2.60% and the final maturity of the Refunding Bonds does not exceed June 1, 2036. If for any reason Opus Bank is unable or unwilling to complete the purchase of the Refunding Bonds, the Refunding Bonds may be sold to an alternative direct placement bank or financial entity so long as the parameters in this Section 3 are met, and in such event, all references in this Resolution to the "Lender" shall automatically be deemed references to such alternative direct placement bank or financial entity.

4. Indenture in Substantially Final Form; Further Authority. The Indenture of Trust on file with the City Clerk and herein approved is in substantially final form; that is, it is final as to important business terms such as the rate covenant undertaken by the City as to the wastewater rates the City will enact so long as the Refunding Bonds are outstanding, and parity bond restrictions, governing limitations on future issues of bonds secured by net revenues of the Wastewater System, but does not contain the final pricing terms resulting from the sale of the Refunding Bonds, which terms will be inserted once the Refunding Bonds are sold to the Lender. This resolution is intended to be a "parameters resolution," in which the City Council approves a refunding wastewater revenue bond issue at a not to exceed principal amount and interest rate, payable solely from net revenues of the Wastewater System.

5. Professional Services. In connection with the issuance and sale of the Refunding Bonds, the City Council hereby authorizes, confirms and ratifies Steven Gortler to act as registered municipal advisor to the City, the firm of Brandis Tallman LLC to act as placement agent to the City, and the firm of Jones Hall, A Professional Law Corporation to act as bond counsel to the City. The costs and expenses of each such firm shall be paid from the proceeds of the Refunding Bonds.

6. Official Actions. The Mayor, the Authorized Officers and each other officer of the City are each hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to refinance the SRF Loan and consummate the transactions described herein.

7. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

The foregoing resolution was passed and adopted by the City Council of the City of Reedley at a regular meeting held on the 10th day of December, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Frank Piñon, Mayor

ATTEST:

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Sylvia Plata, City Clerk

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**INDENTURE OF TRUST**

**by and between the**

**CITY OF REEDLEY**

**and**

**U.S. BANK NATIONAL ASSOCIATION, as Trustee**

**Dated as of December 1, 2019**

**Relating to the**  
**\$ \_\_\_\_\_**  
**City of Reedley**  
**2019 Wastewater Refunding Revenue Bonds**

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EXHIBIT A – FORM OF BOND  
EXHIBIT B – PURCHASER LETTER

## INDENTURE OF TRUST

THIS INDENTURE OF TRUST, is dated as of December 1, 2019, by and between the CITY OF REEDLEY, a municipal corporation and general law city organized and existing under the constitution and laws of the State of California (the "City"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in San Francisco, California, and being qualified to accept and administer the trusts hereby created (the "Trustee");

### WITNESSETH:

**WHEREAS**, the City owns and operates a public enterprise for the collection, treatment and disposal of wastewater within the service area of the City (the "Wastewater System"); and

**WHEREAS**, to finance Wastewater System improvements, the City entered into an Interagency Sales Agreement (No. 07-810-550) with the State Water Resources Control Board in 2007, and amended as of December 11, 2013, which is currently outstanding in the amount of \$15,402,505.67 (the "SRF Loan"); and

**WHEREAS**, Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code (the "Refunding Bond Law") authorizes the City to issue its refunding bonds for the purpose of refunding obligations of the City;

**WHEREAS**, the City, after due investigation and deliberation, has determined that it is in the interests of the City at this time to provide for the issuance of bonds under the Refunding Bond Law to provide for the payment and prepayment of the SRF Loan;

**WHEREAS**, to that end, the City has determined to issue its City of Reedley 2019 Wastewater Refunding Revenue Bonds (the "Bonds"), pursuant to an indenture of trust (this "Indenture"), by and between the City and the Trustee and to sell the Bonds to Opus Bank, as Original Purchaser (defined herein);

**WHEREAS**, the Bonds will be secured by a pledge of the net revenues generated by the Wastewater System, on a parity with the City's outstanding wastewater revenue refunding bonds that were issued in 2016;

**WHEREAS**, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and premium (if any) and of the interest thereon, the City Council of the City has authorized the execution of this Indenture;

**WHEREAS**, all Bonds issued under this Indenture will be secured by a pledge of the Net Revenues, as defined herein, and certain other moneys and securities held by the Trustee hereunder; and

**WHEREAS**, all acts and proceedings required by law necessary to make the Bonds, when executed by the City, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the City, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms,

have been done and taken; and the execution and delivery of this Indenture have been in all respects duly authorized.

**NOW, THEREFORE, THIS INDENTURE WITNESSETH**, that in order to secure the payment of the principal of and premium (if any) and interest on all Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the owners thereof, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City does hereby covenant and agree with the Trustee, for the benefit of the respective owners from time to time of the Bonds, as follows:

## ARTICLE I

### DEFINITIONS; RULES OF CONSTRUCTION; EQUAL SECURITY

**Section 1.01. Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes of this Indenture and of any Supplemental Indenture and of any certificate, opinion, request or other documents herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

**"2016 Bonds"** means the City of Reedley 2016 Wastewater Refunding Revenue Bonds, issued in the initial principal amount of \$3,160,000.

**"Accredited Investor"** means an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the United States Securities Act of 1933, as amended.

**"Annual Debt Service"** means, for any Fiscal Year, the sum of (1) the interest falling due on the Bonds and all Parity Obligations in such Fiscal Year, assuming that all Bonds and Parity Obligations are retired as scheduled, plus (2) the principal amount of all Bonds and Parity Obligations falling due by their terms in such Fiscal Year; provided, that as to any Parity Obligations bearing or comprising interest at other than a fixed interest rate, the rate of interest used to calculate Annual Debt Service shall be one hundred ten percent (110%) of the greater of (A) the daily average interest rate on such Parity Obligations during the twelve (12) calendar months next preceding the date of such calculation (or the portion of then current Fiscal Year that such Parity Obligations have borne interest) or (B) the most recent effective interest rate on such Parity Obligations prior to the date of such calculation; and provided further, that as to any such Parity Obligations having twenty-five percent (25%) or more of the aggregate principal amount thereof due in any one Fiscal Year, Annual Debt Service shall be calculated for the Fiscal Year of determination as if the interest on and principal of such Parity Obligations were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of twenty-five (25) years from the date of such Parity Obligations; and provided further, that as to any such Parity Obligations or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Parity Obligations or portions thereof, such accreted discount shall be treated as interest in the calculation of Annual Debt Service; and provided further, that the amount on deposit in the reserve account for any Parity Obligations on any date of calculation of Annual Debt Service shall be deducted from the amount of principal due at the

final maturity of such Parity Obligations and in each preceding year until such amount is exhausted; and provided further, that Annual Debt Service shall not include interest on Parity Obligations which is to be paid from amounts constituting capitalized interest; and provided further, that if an interest rate swap agreement is in effect with respect to, and is payable on a parity with, any Parity Obligations to which it relates, no amounts payable under such interest rate swap agreement shall be included in the calculation of Annual Debt Service unless the sum of (i) the interest payable on such Parity Obligations, plus (ii) the amounts payable by the City under such interest rate swap agreement, less (iii) the amounts receivable by the City under such interest rate swap agreement, are greater than the interest payable on such Parity Obligations, in which case the amount of such payments to be made that exceed the interest to be paid on such Parity Obligations shall be included in such calculation, and for this purpose, the variable amount under any such interest rate swap agreement shall be determined in accordance with the procedure set forth in the first proviso of this definition.

**"Authorized Officer"** means, with respect to the City, the Mayor, the Vice Mayor, the Assistant City Manager or any other person designated as an Authorized Officer of the City by a Certificate of the City signed by the City Manager or the Assistant City Manager and filed with the Trustee.

**"Average Annual Debt Service"** means, with respect to any portion of the Outstanding Parity Obligations for which the calculation is being made, the average Annual Debt Service during the period from the date of calculation through the final maturity date of all of such Outstanding Parity Obligations.

**"Bond Counsel"** means (a) Jones Hall, A Professional Law Corporation, San Francisco, California, or (b) any other attorney or firm of attorneys appointed by or acceptable to the City of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

**"Bond Fund"** means the fund by that name established pursuant to Section 5.01.

**"Bond Registration Books"** means the books maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

**"Bonds"** means the City's 2019 Wastewater Refunding Revenue Bonds, issued and at any time Outstanding hereunder.

**"Bond Year"** means any twelve-month period commencing on June 2 in a year and ending on the next succeeding June 1, both dates inclusive; provided, however, that the first Bond Year shall commence on the Closing Date relating to the Bonds and shall end on June 1, 2020.

**"Business Day"** means a day of the year on which banks in Los Angeles, California, or San Francisco, California, are not required or authorized to remain closed and on which The New York Stock Exchange is not closed.

**"Certificate," "Statement," "Request," "Requisition" and "Order"** of the City mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the City by an Authorized Officer of the City. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

**"City"** means the City of Reedley, a municipal corporation and general law city organized and existing under the constitution and laws of the State, and any successor thereto.

**"City Council"** means the City Council of the City.

**"Closing Date"** means the date upon which there is an exchange of the Bonds for the proceeds representing the purchase of the Bonds by the Original Purchaser thereof, being December 18, 2019.

**"Code"** means the Internal Revenue Code of 1986 as in effect on the Closing Date, or as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Code.

**"Costs of Issuance"** means all items of expense directly or indirectly payable by or reimbursable to the City relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to initial fees and charges and first annual administrative fee of the Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, financial advisors, fiscal consultants, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds, costs and expenses of the Original Purchaser and its counsel, fees of the California Debt and Investment Advisory Commission (CDIAC), and any other cost, charge or fee in connection with the original issuance of the Bonds.

**"Costs of Issuance Fund"** means the fund so designated and established pursuant to Section 3.03.

**"Date of Taxability"** means the date from and for the interest component of the Bonds is subject to federal or State income taxation as a result of a Determination of Taxability.

**"Debt Service"** means, during any period of computation, the amount obtained for such period by totaling the following amounts:

(a) The principal amount of all Outstanding Bonds coming due and payable by their terms in such period; and

(b) The interest which would be due during such period on the aggregate principal amount of Bonds which would be Outstanding in such period if the Bonds are retired as scheduled, but deducting and excluding from such aggregate amount the amount of Bonds no longer Outstanding.

**"Default Rate"** means the then applicable interest rate plus 3.0%.

**"Determination of Taxability"** means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the City files any statement, supplemental statement, or other tax schedule, return, or document which discloses that an Event of Taxability shall have occurred;

- (ii) on the date when the Original Purchaser notifies the City that it has received a written opinion from Bond Counsel to the effect that an Event of Taxability has occurred, which notice shall be accompanied by a copy of such opinion of Bond Counsel, unless, within 180 days after receipt by the City of such notification and copy of such opinion from the Original Purchaser, the City shall deliver to the Original Purchaser a ruling or determination letter issued to or on behalf of the City by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;
- (iii) on the date when the City shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon any review or audit or upon any other ground whatsoever, an Event of Taxability has occurred; or
- (iv) on that date when the City shall receive notice from the Original Purchaser that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest rate on the Bonds as includable in the gross income of the Original Purchaser due to the occurrence of an Event of Taxability;

*provided*, however, that no Determination of Taxability shall occur under subparagraph (iii) or subparagraph (iv) above unless the City has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the Original Purchaser, the City shall reimburse the Original Purchaser for any payments, including any taxes, interest, penalties or other charges, such Original Purchaser shall be obligated to make as a result of the Determination of Taxability.

**"Event of Default"** means any of the events of default described in Section 8.01.

**"Federal Securities"** means direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same.

**"Fiscal Year"** means the period commencing on July 1 of each year and terminating on the next succeeding June 30.

**"GAAP"** means generally accepted accounting principles as applicable to the City and the Wastewater System.

**"Gross Revenues"** means all gross income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the Wastewater System calculated in accordance with GAAP and deposited in the Wastewater Fund, including, without limiting the generality of the foregoing, (1) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the City from the sale, furnishing and supplying of the Wastewater or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the Wastewater System, plus (2) the earnings on and

income derived from the investment of such income, rents, rates, fees, charges, or other moneys, including City Wastewater System reserves, plus (3) the proceeds of any stand-by or sewer availability charges collected by the City, but excluding in all cases customer deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the City, and excluding any proceeds of taxes restricted by law to be used by the City to pay bonds hereafter issued. For clarity, amounts transferred into the Wastewater Fund from the Rate Stabilization Fund in accordance with Section 5.08 shall constitute Gross Revenues.

**"Indenture"** means this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture pursuant to the provisions hereof.

**"Independent Financial Consultant"** means any consultant or firm of such consultants appointed by the City, and who, or each of whom: (a) is in fact independent and not under domination of the City; (b) does not have any substantial interest, direct or indirect, with the City; (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City, and (d) is judged by the City to have experience in matters relating to the engineering matters relating to Wastewater System enterprises.

**"Interest Account"** means the account by that name in the Bond Fund established pursuant to Section 5.01.

**"Interest Payment Date"** means June 1 and December 1 in each year, beginning December 1, 2020, and continuing so long as any Bonds remain Outstanding.

**"Material Adverse Effect"** means (a) a material adverse effect on the operations, business, assets, properties, liabilities (actual or contingent), or condition (financial or otherwise) of the Wastewater System, taken as a whole; (b) a material impairment of the rights and remedies of the Owner hereunder or under the Bond, or of the ability of the City to perform the obligations of the City hereunder or under the Bond; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability of the obligations of the City hereunder or under the Bond.

**"Material Litigation"** means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any governmental authority, of which the City has notice or knowledge and which, (a) if determined adversely to the City, may have a Material Adverse Effect, (b) seek to restrain or enjoin any of the transactions contemplated hereby or by this Indenture, or (c) may adversely affect (i) the exclusion of the interest from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (ii) the ability of the City to perform its obligations under this Indenture.

**"Maximum Annual Debt Service"** means, as of any date of calculation by the City, the largest Annual Debt Service during the period from the date of such calculation through the final maturity date of the Bonds and all Parity Obligations.

**"Moody's"** means Moody's Investors Service, or its successors.

**"Net Revenues"** means, for any period, an amount equal to all of the Gross Revenues received during such period minus the amount required to pay all Operation and Maintenance Costs during such period.

**"Operation and Maintenance Costs"** means reasonable and necessary costs spent or incurred for maintenance and operation of the Wastewater System calculated in accordance with GAAP, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Wastewater System in good repair and working order, and including administrative costs of the City that are charged directly or apportioned to the Wastewater System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, transfers to the City's general fund, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys, consultants or engineers and insurance premiums, and including all other reasonable and necessary costs of the City or charges, but excluding debt service payments or other similar payments on Parity Obligations or other obligations required to be paid by it to comply with the terms of this Agreement or any Contract or of any resolution or indenture authorizing the issuance of any bonds or obligations and excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature.

**"Original Purchaser"** means Opus Bank, a California commercial bank, and its successors and assigns.

**"Outstanding,"** when used as of any particular time with reference to Bonds, means all Bonds theretofore executed, issued and delivered by the City under this Indenture except:

- (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;
- (b) Bonds paid or deemed to have been paid within the meaning of Section 11.01; and
- (c) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the City pursuant to this Indenture or any Supplemental Indenture.

**"Owner" or "Bond Owner,"** when used with respect to any Bond, means the person in whose name the ownership of such Bond shall be registered on the Bond Registration Books.

**"Parity Obligation Documents"** means (a) the Indenture of Trust pursuant to which the 2016 Bonds were issued and (b) any other indenture, agreement or other document(s) pursuant to which any other Parity Obligation is issued in accordance with Section 6.08(b).

**"Parity Obligations"** means (a) the 2016 Bonds and (b) all other bonds, notes or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues issued or incurred on a parity with the 2016 Bonds and the Bonds pursuant to Section 6.08(b).

**"Permitted Investments"** means:

- (a) Federal Securities.
- (b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1. U.S. Export-Import Bank (Eximbank)  
Direct obligations or fully guaranteed certificates of beneficial ownership
2. U.S. Farmers Home Administration (FmHA)  
Certificates of Beneficial Ownership
3. Federal Financing Bank
4. Federal Housing Administration Debentures (FHA)
5. General Services Administration Participation Certificates
6. Government National Mortgage Association (GNMA or Ginnie Mae)  
GNMA-guaranteed mortgage-backed bonds  
GNMA-guaranteed pass-through obligations
7. U.S. Maritime Administration  
Guaranteed Title XI financing
8. U.S. Department of Housing and Urban Development (HUD)  
Project Notes  
Local Agency Bonds  
New Communities Debentures - U.S. government guaranteed debentures  
U.S. Public Housing Notes and 2010 Bonds - U.S. government guaranteed public housing notes and bonds

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies which are not backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1. Federal Home Loan Bank System  
Senior debt obligations
2. Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac)  
Participation Certificate  
Senior debt obligations
3. Federal National Mortgage Association (FNMA or Fannie Mae)  
Mortgage-backed securities and senior debt obligations
4. Student Loan Marketing Association (SLMA or Sallie Mae)  
Senior debt obligations
5. Resolution Funding Corp. (REFCORP) obligations
6. Farm Credit System  
Consolidated systemwide bonds and notes

(d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, which invest substantially in Federal Securities, if rated by S&P, having a rating at the time of investment of AAAM-G; and if rated by Moody's having a rating at the time of investment of Aaa, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and / or custodian or subcustodian, notwithstanding -that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

(e) Certificates of deposit secured at all times by collateral described in (a) and / or (b) above. Such certificates must be issued by commercial banks or savings and loan associations (including the Trustee or its affiliates). The collateral must be held by a third party and the Owners must have a perfected first security interest in the collateral.

(f) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are (i) fully insured by the Federal Deposit Insurance Corporation or (ii) with banks whose short-term obligations are rated no lower than A-1 by S&P and P-1 by Moody's including those of the Trustee and its affiliates.

(g) Commercial paper rated, at the time of purchase, "Prime-1" by Moody's and "A-1" or better by S&P.

(h) Federal funds or bankers' acceptances with a maximum term of 180 days of any bank which has an unsecured, uninsured and unguaranteed obligation rating at the time of investment of "Prime-1" or better by Moody's and "A-1" or better by S&P.

(i) The Local Agency Investment Fund of the State, created pursuant to section 16429.1 of the California Government Code.

(j) Tulare County pooled investment fund

(k) Municipal obligations rated "A" or higher by S&P.

(l) Other forms of investments that satisfy the City's Statement of Investment Policy as of the time of investment.

**"Qualified Institutional Buyer"** means a qualified institutional buyer as defined in Rule 144A promulgated pursuant to the United States Securities Act of 1933, as amended.

**"Rate Stabilization Fund"** means any fund established and held by the City as a fund for the stabilization of rates and charges imposed by the City with respect to the Wastewater System, which fund is established, held and maintained in accordance with Section 5.08.

**"Record Date"** means the fifteenth (15th) calendar day of the month immediately preceding an Interest Payment Date.

**"Refunding Bond Law"** means Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code.

**"S&P"** means S&P Global Ratings, or its successors.

**"State"** means the State of California.

**"Sinking Account"** means the account by that name in the Bond Fund established pursuant to Section 5.01, if required.

**"SRF Loan"** means that certain Interagency Sales Agreement (No. 07-810-550), dated March 27, 2007, as amended, by and between the State Water Resources Control Board and the City.

**"Supplemental Indenture"** means any indenture hereafter duly authorized and entered into between the City and the Trustee, amendatory of or supplemental to this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

**"Taxable Rate"** means 3.55%.

**"Trust Office"** means the principal corporate trust office of the Trustee in San Francisco, California; provided that with respect to presentation of Bonds for payment or for registration of transfer and exchange or surrender and cancellation such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted, or such other address specified by the Trustee from time to time.

**"Trustee"** means U.S. Bank National Association, appointed by the City to act as trustee hereunder pursuant to Section 9.01, and its assigns or any other corporation or association which may at any time be substituted in its place, as provided in Section 9.01.

**"Wastewater Fund"** means the Wastewater Fund established and held by the City for purposes of accounting for the revenues and expenditures of the Wastewater System.

**"Wastewater System"** means the entire system of the City for the collection, treatment and disposal of wastewater, including but not limited to all facilities, properties and improvements at any time owned, controlled or operated by the City for the collection, treatment and disposal of wastewater within the service area of the City, and any necessary lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City.

**Section 1.02. Rules of Construction.** All references in this Indenture to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

**Section 1.03. Equal Security.** In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date

thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

## ARTICLE II

### THE BONDS

**Section 2.01. Authorization of Bonds.** At any time after the adoption, execution and delivery of this Indenture, the City may execute and the Trustee, upon Request of the City, shall authenticate and deliver Bonds in the aggregate principal amount of \$\_\_\_\_\_.

**Section 2.02. Terms of Bonds.** The Bonds shall be issued in the form of a single bond with a final maturity date of June 1, 2036, dated as of the Closing Date, in fully registered form without coupons in the principal amount of \$\_\_\_\_\_. The Bonds shall mature and shall bear interest at the rate of 2.57% except as set forth herein.

Interest on the Bonds shall be calculated based on a 360-day year of twelve (12) thirty-day months and shall be payable on each Interest Payment Date, to the person whose name appears on the Bond Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by wire transfer from the Trustee on the Interest Payment Date according to written wire instructions given to the Trustee prior to the applicable Record Date. Principal of any Bond shall be paid by wire transfer, as described in the previous sentence, without surrender of the Bonds by the registered owner. Principal of and interest on the Bonds shall be payable in lawful money of the United States of America.

The Bond shall be dated the Closing Date and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

From and after the Date of Taxability, if applicable, the interest rate with respect to the Bonds shall increase to the Taxable Rate.

Upon the occurrence and continuance of an Event of Default or the failure to provide financial or other information in accordance with Section 6.06(c) or 6.06(d), if applicable, the interest rate with respect to the Bonds shall increase to the Default Rate.

**Section 2.03. Form of Bonds.** The Bond, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

**Section 2.04. Execution of Bonds.** The Bonds shall be signed in the name and on behalf of the City with the original or facsimile signature of its Mayor, City Manager, or Assistant City

Manager, and attested by the original or facsimile signature of its City Clerk. The Bonds shall then be delivered to the Trustee for authentication by it. In case any officer who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been authenticated or delivered by the Trustee or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the City as though the individual who signed the same had continued to be such officer of the City. Also, any Bond may be signed on behalf of the City by any individual who on the actual date of the execution of such Bond shall be the proper officer although on the nominal date of such Bond such individual shall not have been such officer of the City.

Only such of the Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A attached hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

**Section 2.05. Transfer of Bonds.** Subject to this Section 2.05, any Bond may, in accordance with its terms, be transferred, upon the Bond Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, endorsed or accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Every Bond so surrendered to the Trustee shall be canceled by it and destroyed. Whenever any Bond shall be surrendered for transfer, the City shall execute and the Trustee shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like maturity and aggregate principal amount of authorized denominations. The Trustee shall require the Owner requesting such transfer to pay any tax or other charge required to be paid with respect to such transfer. The Trustee may refuse to transfer, under the provisions of Section 2.05, any Bonds selected by the Trustee for redemption under Article IV, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

A Bond may be transferred in whole or in part, but only to an entity that is an Accredited Investor or Qualified Institutional Buyer who delivers to the Trustee and the City an executed letter substantially in the form of Exhibit B of this Indenture.

**Section 2.06. Exchange of Bonds.** Bonds may be exchanged at the Trust Office, for a like aggregate principal amount of Bonds and of the same maturity. The Trustee shall require the Owner requesting such exchange to pay any tax or other charge required to be paid with respect to such exchange. The Trustee may refuse to exchange, under the provisions of Section 2.06, any Bonds selected by the Trustee for redemption under Article IV, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

**Section 2.07. Temporary Bonds.** The Bonds may be issued initially in temporary form exchangeable for definitive Bonds when ready for delivery. Any temporary Bond may be printed, lithographed or typewritten, shall be of such denomination as may be determined by the City and may contain such reference to any of the provisions of this Indenture as may be appropriate. A temporary Bond may be in the form of a single registered bond payable in installments, each on the date, in the amount and at the rate of interest established for the Bonds maturing on such date. Every temporary Bond shall be executed by the City and authenticated by the Trustee upon the same conditions and in the same manner as the definitive Bonds. If the City issues temporary Bonds, it will execute and deliver definitive Bonds as promptly thereafter as practicable, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Trust Office, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds

an equal aggregate principal amount of definitive Bonds of authorized denominations of the same maturity or maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

**Section 2.08. Bond Registration Books.** The Trustee will keep or cause to be kept at its Trust Office sufficient books for the registration and transfer of the Bonds, which shall at all times during regular business hours be open to inspection by the City upon reasonable notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

**Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen.** If any Bond shall become mutilated, the City shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and destroyed and the Trustee shall provide evidence of such destruction to the City. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and the Trustee and, if such evidence be satisfactory to the Trustee and indemnity for the City and the Trustee satisfactory to the Trustee shall be given, the City, at the expense of the Bond Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof upon receipt of the aforementioned indemnity). The City may require payment of a reasonable fee for each new Bond issued under this Section 2.09 and of the expenses which may be incurred by the City and the Trustee in connection therewith. Any Bond issued under the provisions of this Section 2.09 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the City whether or not the Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds secured by this Indenture.

**Section 2.10. No Book-Entry System; No CUSIPs.** The Bonds shall not be held in the book-entry system and no CUSIP shall be obtained for the Bonds, absent the prior written agreement of the Original Purchaser and the City.

### ARTICLE III

#### ISSUE OF BONDS; APPLICATION OF PROCEEDS; COSTS OF ISSUANCE FUND

**Section 3.01. Issuance of Bonds.** At any time after the adoption, execution and delivery of this Indenture, the City may execute and the Trustee, upon Request of the City, shall authenticate and deliver the Bond in the aggregate principal amount of \$\_\_\_\_\_.

**Section 3.02. Application of Proceeds of Bonds.** Upon the receipt of payment for the Bonds on the Closing Date of \$\_\_\_\_\_, being equal to the principal amount of the Bonds, the Trustee shall apply the proceeds of sale thereof as follows:

(a) The Trustee shall deposit to the Costs of Issuance Fund the sum of \$ \_\_\_\_\_; and

(b) The Trustee shall transfer to the Refunding Fund the remaining amount, being \$ \_\_\_\_\_.

The Trustee may establish temporary funds or accounts on its records to facilitate such transfers.

### **Section 3.03. Costs of Issuance Fund and Refunding Fund.**

(a) **Costs of Issuance Fund.** The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund." The moneys in the Costs of Issuance shall be used and withdrawn by the Trustee to pay Costs of Issuance upon receipt by the Trustee of a Requisition of the City stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said account. Each such Requisition of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On June 1, 2020, or upon earlier receipt of a Certificate of the City stating that amounts in the Costs of Issuance Fund are no longer required for the payment of Costs of Issuance, the Costs of Issuance Fund shall be closed and any amounts then remaining in the Costs of Issuance Fund shall be transferred to the Bond Fund.

(b) **Refunding Fund.** The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Refunding Fund." The Refunding Fund shall be held by the Trustee in trust for the City and the State Water Resources Control Board, as payee under the SRF Loan. Into the Refunding Fund, the Trustee shall deposit \$ \_\_\_\_\_, consisting of the following: [(i)] from the proceeds of the Bonds deposited pursuant to Section 3.02(b), \$ \_\_\_\_\_ [and (ii) from amounts available for the payment of the SRF Loan and transferred to the Trustee from the City on or before the Closing Date of the Bonds, \$ \_\_\_\_\_]. Immediately following the deposit of such amount into the Refunding Fund on the Closing Date, the Trustee shall transfer via wire, in immediately available funds, the entire amount on deposit in the Refunding Fund to the State Water Resources Control Board as payment, in full, of amounts due under the SRF Loan, in accordance with the instructions set forth in paragraph (xii) of the Officer's Certificate of the City dated the Closing Date, and shall thereupon close the Refunding Fund.

### **Section 3.04. Validity of Bonds.**

(a) The City has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, happen or be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the City is now authorized, pursuant to each and every requirement of the Refunding Bond Law to issue the Bonds in the form and manner provided in this Indenture and the Bonds shall be entitled to the benefit, protection and security of the provisions of this Indenture.

(b) From and after the issuance of the Bonds, the findings and determinations of the City respecting the Bonds shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the Bonds is at issue,

and no bona fide purchaser of any of the Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance or to the application of the proceeds of sale of the Bonds. The recital contained in the Bonds that the same are issued pursuant to the Refunding Bond Law and this Indenture shall be conclusive evidence of their validity and of the regularity of their issuance and all Bonds shall be incontestable from and after their issuance. The Bonds shall be deemed to be issued, within the meaning of this Indenture, whenever the definitive Bonds (or any temporary Bonds exchangeable therefor) have been delivered to the purchaser thereof and the proceeds of sale thereof received.

## ARTICLE IV

### REDEMPTION OF BONDS

#### Section 4.01. Redemption.

(a) **Optional Redemption.** The Bonds are subject to redemption, at the option of the City, as a whole or in part, on any date on or after December 1, 2029 from funds derived by the City from any source, at a redemption price equal to the principal amount of Bonds redeemed, plus accrued interest to the date fixed for redemption, without premium. In addition, the Bonds are subject to redemption, at the option of the City, in part, on any date, in an annual amount (measured on a calendar year basis) not to exceed 10% of the then-Outstanding principal amount of the Bonds at a redemption price equal to the principal amount of Bonds redeemed, plus accrued interest to the date fixed for redemption, without premium, as long as such partial redemption is not funded from the proceeds of additional bonds, notes or other obligations. Any partial redemption shall be applied to the principal components of the Bonds in inverse order of maturity.

(b) **Sinking Fund Redemption.** The Bonds are subject to mandatory redemption, in part, from Sinking Account payments set forth in the following schedule, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Bonds have been redeemed pursuant to subsection (a) above, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the Bonds so redeemed by reducing future Sinking Account payments in inverse of maturity, as shall be designated pursuant to written notice filed by the Original Purchaser with the City and the Trustee.

Sinking Account Redemption Date (June 1)	Principal Amount to be Redeemed
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036 <sup>†</sup>	

† Maturity

**Section 4.02. Selection of Bonds for Redemption.** With respect to any partial redemption under Section 4.01(a), such partial redemption shall first be applied to the sinking account payments under Section 4.01(b) in inverse order.

**Section 4.03. Notice of Redemption.**

(a) Written notice of optional redemption shall be given by the City to the Trustee at least 30 days prior to the date of redemption (unless a shorter time shall be acceptable to the Trustee in the sole determination of the Trustee). Unless waived by the Owner, notice of any such redemption shall be given by the Trustee on behalf of the City by mailing a copy of a redemption notice by first class mail, postage prepaid, at least 20 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Registration Books. *No notice of redemption shall be required to be sent by the Trustee to the Owners for mandatory sinking fund redemption.*

All notices of redemption shall be dated and shall state: (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Trust Office.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) interest with respect to such Bonds or portions of Bonds shall cease to accrue and be payable. Upon surrender of the Bond for full redemption in accordance with said notice,

such Bonds shall be paid by the Trustee at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest.

(b) Notice of redemption of Bonds shall be given by the Trustee, at the expense of the City, for and on behalf of the City.

(c) Notwithstanding the foregoing, in the case of any optional redemption of the Bonds under Section 4.01(a), the notice of redemption may state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Bonds to be redeemed on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem such Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners, to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of this Indenture.

**Section 4.04. [Reserved].**

**Section 4.05. Effect of Redemption.** Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the redemption date on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable at the redemption price specified in such notice plus interest accrued thereon to the redemption date, interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owner of said Bonds shall have no rights in respect thereof except to receive payment of said redemption price.

All Bonds redeemed pursuant to the provisions of this Article IV shall be canceled upon surrender thereof and destroyed with a certificate of destruction delivered to or upon the Order of the City.

## ARTICLE V

### GROSS REVENUES; NET REVENUES

**Section 5.01. Pledge of Net Revenues.** The Bonds and any Parity Obligations shall be secured by a first pledge of all of the Net Revenues. In addition, the Bonds shall be secured by a pledge of all of the moneys in all funds and accounts held by the Trustee hereunder, including all amounts derived from the investment of such moneys. Such pledge shall constitute a lien on the Net Revenues and such other moneys for the payment of the principal of and interest and premium (if any) on the Bonds and any Parity Obligations in accordance with the terms hereof. The Bonds shall be equally secured by a pledge, charge and lien upon the Net Revenues, without priority for number or date, shall be and are secured by an exclusive pledge, charge and lien upon the Net Revenues and such moneys, except as set forth in this Section 5.01. So long as any of the Bonds or any Parity Obligations are Outstanding, the Net Revenues and such moneys shall not be used for any other purpose, except as set forth in this Section 5.01 except, that out of the Net Revenues, there may be apportioned such sums, for such purposes, as are expressly permitted by Section 5.02.

In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds and the covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

The Trustee shall establish and maintain the Bond Fund and, within the Bond Fund, the Interest Account and the Sinking Account.

### **Section 5.02. Receipt, Deposit and Application of Gross Revenues and Net Revenues**

(a) ***Application of Gross Revenues.*** All of the Gross Revenues shall be deposited by the City immediately upon receipt in the Wastewater Fund. All Gross Revenues shall be held in trust by the City in the Wastewater Fund and shall be applied, transferred, used and withdrawn only for the following purposes:

(i) ***Operation and Maintenance Costs.*** The City shall first pay from the moneys in the Wastewater Fund the budgeted Operation and Maintenance Costs as such Operation and Maintenance Costs become due and payable.

(ii) ***Payment of Debt Service.*** On or before the 5th Business Day preceding each Interest Payment Date, the City shall withdraw from the Wastewater Fund and transfer to the Trustee, for deposit in the Bond Fund, an amount which, together with the balance then on deposit in the Bond Fund, the Interest Account and the Sinking Account (other than amounts required for payment of principal of or interest on any Bonds which have matured but which have not been presented for payment), is equal to the aggregate amount of principal of and interest coming due and payable on the Bonds and shall withdraw from the Wastewater Fund and transfer amounts required for the payment of debt service on any Parity Obligations. The transfers required to pay debt service on the

Bonds and any Parity Obligations shall be made without preference or priority and, in the event moneys in the Wastewater Fund are not sufficient to pay the debt service requirement for the Bonds and any Parity Obligations, the City shall pay such amounts on a pro rata basis based on the debt service requirements for the Bonds and each outstanding Parity Obligations.

(iii) Bond Reserve Account(s). After making the payments, allocations and transfers provided for in subparagraphs (i) and (ii) above, if the balance in a bond reserve account established for any Parity Obligations is less than the bond reserve requirement established for such Parity Obligations, the notice of which deficiency shall have been given to the City, the deficiency shall be restored by transfers from the first moneys which become available in the Wastewater Fund to the Trustee for deposit in the bond reserve account(s) established for such Parity Obligations, such transfers to be made no less than semiannually.

(iv) Surplus. As long as all of the foregoing payments, allocations and transfers are made at the times and in the manner set forth above, any moneys remaining in the Wastewater Fund may at any time be treated as surplus and applied for any lawful purpose.

(b) Application of Moneys in the Bond Fund. On or before the Business Day preceding each Interest Payment Date, the Trustee shall transfer from the Bond Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain within the Bond Fund), the following amounts, in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Net Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

*First:* to the Interest Account, the aggregate amount of interest becoming due and payable on the next succeeding Interest Payment Date on all Bonds then Outstanding; and

*Second:* to the Sinking Account, the aggregate amount of the Sinking Account payment becoming due and payable on the Outstanding Bonds on the next succeeding Interest Payment Date, if any, pursuant to Section 4.01(b).

**Section 5.03. Application of Interest Account.** All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased prior to maturity pursuant to this Indenture).

**Section 5.04. [Reserved].**

**Section 5.05. Application of Sinking Account.** All amounts in the Sinking Account shall be used and withdrawn by the Trustee solely for the purposes of paying the Sinking Account payments on the Bonds when due and payable. Any amounts remaining in the Sinking Account when all of the Bonds are no longer Outstanding shall be withdrawn by the Trustee and transferred to the Wastewater Fund.

**Section 5.06. [Reserved].**

**Section 5.07. Investment of Moneys in Funds and Accounts.** All moneys in any of the funds and accounts established pursuant to this Indenture shall, upon Request of the City provided at least two Business Days prior to the date of investment, be invested by the Trustee, but solely in Permitted Investments. In the absence of any such directions from the City, the Trustee shall invest any such moneys in the money market fund set forth in the letter of authorization and direction executed by the City and delivered to the Trustee. If no specific money market fund had been specified by the City, the Trustee shall make a request to the City for investment directions and, if no investment directions are provided within 10 days, such amount shall be held in cash, uninvested during such 10-day period and thereafter, until specific investment directions are provided by the City to the Trustee. All Permitted Investments shall be acquired subject to the limitations as to maturities hereinafter set forth in this Section 5.07 and such additional limitations or requirements consistent with the foregoing as may be established by Request of the City.

All interest, profits and other income received from the investment of moneys in any other fund or account established pursuant to this Indenture shall be deposited when received in the Bond Fund. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any Permitted Investment equal to the amount of accrued interest, if any, paid as part of the purchase price of such Permitted Investment shall be credited to the fund or account for the credit of which such Permitted Investment was acquired.

The Trustee may commingle any of the funds or accounts established pursuant to this Indenture into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee hereunder shall be accounted for separately as required by this Indenture. The Trustee or an affiliate may act as principal or agent in the making or disposing of any investment. The Trustee may sell, or present for redemption, any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Permitted Investment is credited, and, subject to the provisions of Section 9.03, the Trustee shall not be liable or responsible for any loss resulting from such investment.

The City acknowledges that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the City periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder.

**Section 5.08. Rate Stabilization Fund.** At the City's sole discretion, the City may establish a special fund to be known as the "Rate Stabilization Fund," which shall be held by the City, for the purpose of stabilizing the rates and charges imposed by the City with respect to the Wastewater System. From time to time the City may deposit amounts in the Rate Stabilization

Fund, from any source of legally available funds, including but not limited to Net Revenues which are released from the pledge and lien which secures the Bonds and Parity Obligations, as the City may determine. The Rate Stabilization Fund shall be accounted for as a separate fund, although amounts credited to it may be commingled with other funds of the City. The City may, but is not be required to, withdraw amounts on deposit in the Rate Stabilization Fund and deposit such amounts in the Wastewater Fund in any Fiscal Year for the purpose of paying the principal of and interest on the Outstanding Bonds and Parity Obligations coming due and payable during such Fiscal Year. Amounts so transferred from the Rate Stabilization Fund to the Wastewater Fund in any Fiscal Year constitute Gross Revenues for that Fiscal Year for the purposes of the Indenture. Amounts on deposit in the Rate Stabilization Fund are not pledged to and do not otherwise secure the Bonds or any other Parity Obligations. All interest or other earnings on deposits in the Rate Stabilization Fund shall be retained therein or, at the option of the City, be applied for any other lawful purposes. The City has the right at any time to withdraw any or all amounts on deposit in the Rate Stabilization Fund and apply such amounts for any other lawful purposes of the City. Any moneys held in the Rate Stabilization Fund shall be invested in Permitted Investments or any other investments in which the City may lawfully invest such funds under State law.

## ARTICLE VI

### COVENANTS OF THE CITY; SPECIAL TAX COVENANTS

**Section 6.01. Punctual Payment.** The City shall punctually pay or cause to be paid the principal and interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Net Revenues and other assets pledged for such payment as provided in this Indenture.

**Section 6.02. Extension of Payment of Bonds.** The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any of the claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section 6.02 shall be deemed to limit the right of the City to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

**Section 6.03. Discharge of Claims.** The City covenants that in order to fully preserve and protect the priority and security of the Bonds the City shall pay from the Net Revenues and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Wastewater System which, if unpaid, may become a lien or charge upon the Net Revenues prior or superior to the lien of the Bonds and impair the security of the Bonds. The City shall also pay from the Net Revenues all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of the Wastewater System or upon any part thereof or upon any of the Net Revenues therefrom.

**Section 6.04. Operation of Wastewater System in Efficient and Economical Manner.** The City covenants and agrees to operate, or cause to be operated, the Wastewater System in

an efficient and economical manner and to operate, maintain and preserve the Wastewater System in good repair and working order.

**Section 6.05. Against Encumbrance.** Except as provided herein, the City covenants that the property, facilities and improvements of the Wastewater System shall not be voluntarily mortgaged or otherwise encumbered, leased, pledged, any charge placed thereon, or disposed of as a whole or substantially as a whole unless such sale or other disposition shall be so arranged as to provide for a continuance of payments into the Bond Fund sufficient in amount to permit payment therefrom of the principal of and interest on the Outstanding Bonds, and also to provide for such payments into the funds as are required under the terms of this Indenture. Notwithstanding the foregoing, the City may lease real property constituting a portion of the Wastewater System; provided that the lease payments shall be considered Gross Revenues hereunder.

The City further covenants that the Net Revenues or any other funds pledged or otherwise made available to secure payment of the principal of and interest on the Outstanding Bonds shall not be mortgaged, encumbered, sold, leased, pledged, any charge placed thereon, or disposed of or used except as authorized by the terms of this Indenture. The City further covenants that it will not enter into any agreement which impairs the operation of the Wastewater System or any part of it necessary to secure adequate Net Revenues to pay the principal and interest of the Bonds or which otherwise would impair the rights of the Bond Owners with respect to the Net Revenues.

**Section 6.06. Records and Accounts; Annual and Periodic Reporting .**

(a) **Books and Records of the Trustee.** The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of Bonds and all funds and accounts established pursuant to this Indenture. The Trustee shall, upon the written request of the Owner of any of the Outstanding Bonds, provide a copy of the monthly statements relating to the Bonds at the expense of such Owner. Such books of record and account shall be available for inspection by the City during business hours and under reasonable circumstances.

(b) **Books and Records of the City.** The City shall at all times keep, or cause to be kept, proper books of record and account prepared in accordance with industry standards in which complete and accurate entries shall be made of all transactions made by it relating to Net Revenues and all funds and accounts established pursuant to this Indenture.

(c) **Financials and Other Annual Reporting to Owner(s).** The City shall cause to be performed an audit of the City, including the Wastewater System, within 270 days of the end of each Fiscal Year and shall provide such audit to the Owner(s). In addition, each Fiscal Year, the City shall provide its annual budget for the Wastewater System to the Owner(s) within 30 days of adoption.

In addition, unless otherwise provided in the audited financial statements of the City, the City shall provide the following information to Owner(s) within 270 days of the end of each Fiscal Year (which may be in the form prepared for owners of the 2016 Bonds):

(i) Information concerning the Gross Revenues and the Operation and Maintenance Costs of the Wastewater System for the then-preceding Fiscal Year, as well

as the calculations of Net Revenues of the Wastewater System and debt service coverage.

(ii) The total number of accounts serviced by the Wastewater System for the then-preceding Fiscal Year.

(iii) The top 10 customers of the Wastewater System for the then-preceding Fiscal Year.

(iv) A description of any Additional Bonds issued or Parity Obligations incurred during the then-preceding Fiscal Year.

(d) **Reporting of Specific Events to Owner(s).** The City shall notify the Owner(s) of the following events:

(i) Event of Default. The City shall immediately notify the Owner by email, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Indenture, together with a detailed statement by an Authorized Representative of the City of the steps being taken by the City to cure the effect of such Event of Default.

(ii) Action, Suit or Proceeding. The City shall promptly notify the Owner in writing (A) of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court, or other governmental authority, against the City or any of the Wastewater System or the Gross Revenues, of which the City has notice or knowledge and which involves claims equal to or in excess of \$1,000,000 or that seeks injunctive relief that would have a Material Adverse Effect, (B) any Material Litigation or (c) of any loss or destruction of or damage to any portion of the Wastewater System in excess of \$1,000,000.

(iii) Cancellation of Insurance or Loss. The City shall promptly notify the Owner in writing in the event of any termination or cancellation of any insurance policy which the City is required to maintain under this Indenture, or any uninsured or partially uninsured loss through liability or property damage, or through fire, theft or any other cause affecting the Wastewater System in excess of an aggregate of \$1,000,000.

(iv) Additional Information. The City shall provide the Owner with such additional information as reasonably requested by the Owner(s).

#### **Section 6.07. Rates and Charges.**

(a) **Covenant Regarding Gross Revenues.** The City covenants to fix, prescribe, revise and collect rates, fees and charges for the Wastewater System as a whole for the services and improvements furnished by the Wastewater System during each Fiscal Year which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield Gross Revenues that are sufficient to pay the following amounts in the following order of priority:

(i) all anticipated Operation and Maintenance Costs of the Wastewater System for such Fiscal Year;

(ii) Debt Service payments on the Bonds and any Parity Obligations as they become due and payable during such Fiscal Year, without preference or priority, except to the extent such Debt Service payments are payable from the proceeds of the Bonds or such Parity Obligations, as applicable, or from any other source of legally available funds of the City that have been deposited with the Trustee or otherwise segregated for purposes prior to the commencement of such Fiscal Year (not including a debt service reserve fund);

(iii) the amount, if any, required to restore the balance in any bond reserve account(s) established for Parity Obligations, to the full amount of the reserve requirement(s) therefor; and

(iv) all other payments required to meet any other obligations of the City which are charges, liens, encumbrances upon, or which are otherwise payable, from the Gross Revenues during such Fiscal Year.

(b) **Covenant Regarding Net Revenues.** In addition, the City covenants to fix, prescribe, revise and collect, or cause to be fixed, prescribed, revised and collected, rates, fees and charges for the services and improvements furnished by the Wastewater System during each Fiscal Year which are sufficient to yield Net Revenues which are at least equal to one hundred twenty percent (120%) of the total Debt Service on the Bonds and any debt service on Parity Obligations coming due and payable in such Fiscal Year.

#### **Section 6.08. Limitations on Future Obligations Secured by Net Revenues.**

(a) **No Obligations Superior to Bonds.** In order to protect further the availability of the Net Revenues and the security for the Bonds and any Parity Obligations, the City covenants that no additional bonds or other indebtedness that are payable out of the Net Revenues in whole or in part will be issued or incurred on a senior basis to the Bonds and any Parity Obligations.

(b) **Parity Obligations.** Additional obligations may be issued on a parity with the 2016 Bonds, the Bonds and any other then-existing Parity Obligations, subject to the following specific conditions which are hereby made conditions precedent to the issuance and delivery of such Parity Obligations, except that the City need not comply with subparagraph (ii) if the proposed Parity Obligations are incurred to prepay or post a security deposit for the payment of the Bonds or Parity Obligations:

(i) The City shall be in compliance with all covenants set forth in this Indenture.

(ii) The Net Revenues, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent twelve (12) month period selected by the City ending not more than sixty (60) days prior to the adoption of the instrument issuing such Parity Obligations are issued, as shown by the books of the City, plus, at the option of the City, either or both of the items hereinafter in this covenant designated (A) and (B), but excluding connection charges, shall at least equal one hundred twenty percent-five (125%) of the amount of Maximum Annual Debt Service on all Bonds and Parity Obligations to be Outstanding immediately subsequent to the issuance of such Parity Obligations. The items any or all of which may be added to such Net Revenues for the purpose of issuing or incurring Parity Obligations hereunder are the following:

(A) An allowance for Net Revenues from any additions to or improvements or extensions of the Wastewater System to be made with the proceeds of such Parity Obligations, and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of such Fiscal Year or such twelve (12) month period, were not in service, all in an amount equal to seventy percent (70%) of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension is respectively to be in operation, all as shown in the written report of an Independent Financial Consultant engaged by the City.

(B) An allowance for earnings arising from any increase in the charges made for service from the Wastewater System which has become effective prior to the incurring of such additional indebtedness but which, during all or any part of such Fiscal Year or such twelve (12) month period, was not in effect, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or such twelve (12) month period, all as shown in the written report of an Independent Financial Consultant engaged by the City.

(iii) The instrument providing for the issuance of such Parity Obligations shall provide that:

(A) The proceeds of such Parity Obligations shall be applied to the acquisition, construction, improvement, financing or refinancing of additional facilities, improvements or extensions of existing facilities within the Wastewater System, or otherwise for facilities, improvements or property which the City determines are of benefit to the Wastewater System, or for the purpose of refunding any Bonds or Parity Obligations in whole or in part, including all costs (including costs of issuing such Parity Obligations and including capitalized interest on such Parity Obligations during any period which the City deems necessary or advisable) relating thereto;

(B) Interest on such Parity Obligations shall be payable on June 1 and December 1 in each year of the term of such Parity Obligations except the first year, during which year interest may be payable on any June 1 or December 1; and

(C) The principal of such Parity Obligations shall be payable on June 1 in any year in which principal is payable.

(iv) A bond reserve account or fund may, but shall not be required to, be established for such Parity Obligations.

(c) **Subordinate Obligations.** Additional obligations may be issued on a basis subordinate to the Bonds to the extent required by the City, so long as the Net Revenues, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent twelve (12) month period selected by the City ending not more than sixty (60) days prior to the adoption of the instrument issuing such subordinate obligation is issued, plus, at the option of the City, either or both of the items set forth in Section 6.08(b)(ii)(A) and (B)

above, shall at least equal one hundred percent (100%) of the amount of Maximum Annual Debt Service on all Bonds, Parity Obligations and subordinate obligations to be Outstanding immediately following the issuance of such subordinate obligations.

**Section 6.09. Further Assurances.** The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Indenture.

**Section 6.10. Waiver of Laws.** The City shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the City to the extent permitted by law.

**Section 6.11. Private Activity Bond Limitation.** The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code.

**Section 6.12. Private Loan Financing Limitation.** The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private loan financing test of Section 141(c) of the Code.

**Section 6.13. Federal Guarantee Prohibition.** The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 6.14. Rebate Requirement.** The City shall take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government.

**Section 6.15. No Arbitrage.** The City shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds, to be "arbitrage bonds" within the meaning of Section 148 of the Code.

**Section 6.16. Maintenance of Tax-Exemption.** The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

## ARTICLE VII

### MAINTENANCE; TAXES; INSURANCE AND CONDEMNATION

**Section 7.01. Maintenance and Operation of the Wastewater System.** The City covenants and agrees that it will operate and maintain the Wastewater System in accordance

with all applicable governmental laws, ordinances, approvals, rules, regulations and requirements including, without limitation, such zoning, sanitary, pollution and safety ordinances and laws and such rules and regulations thereunder as may be binding upon the City.

**Section 7.02. Taxes, Assessments, Other Governmental Charges and Utility Charges.** The City covenants and agrees that it will pay and discharge all taxes, assessments, governmental charges of any kind whatsoever, and utility charges which may be or have been assessed or which may have become liens upon the Wastewater System or the interest therein of the Trustee or of the Owners of the Bonds, and will make such payments or cause such payments to be made, respectively, in due time to prevent any delinquency thereon or any forfeiture or sale of the Wastewater System or any part thereof, and upon request, will furnish to the Trustee receipts for all such payments, or other evidence satisfactory to the Trustee; provided, however, that the City shall not be required to pay any tax, assessment, rate or charge as herein provided as long as it shall in good faith contest the validity thereof, provided that the City shall have set aside adequate reserves with respect thereto.

**Section 7.03. Public Liability and Property Damage Insurance.** The City shall maintain or cause to be maintained, so long as any Bonds or Parity Obligations remain outstanding, but only if and to the extent available at reasonable cost from reputable insurers, a standard comprehensive general insurance policy or policies in protection of the City and its members, officers, agents, assignees and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Wastewater System. Said policy or policies shall provide coverage in such liability amounts and shall be subject to such deductibles as shall be customary with respect to works and property of a like character. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

**Section 7.04. Casualty Insurance.** The City shall procure and maintain or cause to be procured and maintained, so long as any Bonds or Parity Obligations remain outstanding, but only in the event and to the extent available from reputable insurers at reasonable cost, casualty insurance against loss or damage to any improvements constituting any part of the Wastewater System, covering such hazards as are customarily covered with respect to works and property of like character. Such insurance may be subject to deductible clauses which are customary with respect to works and property of a like character, but shall not exceed \$50,000 per occurrence. Such insurance may be maintained as part of or in conjunction with any other casualty insurance coverage carried by the City and may be maintained, in whole or in part, in the form of self-insurance by the City, subject to the provisions of Section 7.05, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. All amounts collected from insurance against accident to or destruction of any portion of the Wastewater System shall be used to repair, rebuild or replace such damaged or destroyed portion of the Wastewater System or to optionally prepay or redeem the Bonds or Parity Obligations, as determined in the City's sole discretion.

**Section 7.05. Insurance Net Proceeds; Form of Policies.** The City shall pay or cause to be paid when due the premiums for all insurance policies. The City shall annually, on or before June 1, deliver to the Trustee a certificate to the effect that the City has complied with the

requirements of Sections 7.03 and 7.04 hereof. The Trustee shall be entitled to rely upon such Certificate of the City as to the City's compliance with Sections 7.03 and 7.04 hereof. In the event that any insurance required pursuant to Section 7.03 or 7.04 shall be provided in the form of self-insurance, the City shall file with the Trustee annually, within ninety (90) days following the close of each Fiscal Year, a statement of an independent actuarial consultant identifying the extent of such self-insurance and stating the determination that the City maintains sufficient reserves with respect thereto. In the event that any such insurance shall be provided in the form of self-insurance by the City, the City shall not be obligated to make any payment with respect to any insured event except from Net Revenues or from such reserves.

**Section 7.06. Eminent Domain.** Any amounts received as awards as a result of the taking of all or any part of the Wastewater System by the lawful exercise of eminent domain, at the election of the City (evidenced by a Written Certificate of the City filed with the Trustee and the City) shall be used for the lease, acquisition or construction of improvements or extension of the Wastewater System.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

**Section 8.01. Events of Default.** The following events shall be Events of Default:

(a) default in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise, in the amounts and at the times provided therefor;

(b) default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable;

(c) default by the City in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained (other than as referred to in subsections (a) or (b) of this Section 8.01), excluding the failure to provide financial or other information in accordance with Section 6.06(c) or 6.06(d), if such default shall have continued for a period of sixty (60) consecutive days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the City by the Trustee, or to the City and the Trustee by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding;

(d) abandonment by the City of the Wastewater System, or any substantial part thereof, and such abandonment shall continue for a period of sixty (60) consecutive days after written notice thereof shall have been given to the City by the Trustee, or to the City and the Trustee by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding; provided, however, that abandonment by the City shall not constitute an Event of Default if such abandonment was caused by unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market and unusually severe weather or any similar even and / or occurrences beyond the control of the City; or

(e) the City's filing a petition in voluntary bankruptcy, for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or making an assignment for the benefit of creditors, or admitting in writing to its insolvency or inability to pay debts as they mature, or consenting in writing to the appointment of a trustee or receiver for itself or for the whole or any substantial part of the Wastewater System.

Notwithstanding anything in this Indenture or in the Bond to the contrary, "Events of Default" under the 2016 Indenture shall be Events of Default under this Indenture, and Events of Default under this Indenture shall be "Events of Default" under the 2016 Indenture, thereby preserving the parity nature of the 2016 Bonds and the Bonds.

**Section 8.02. Acceleration of Maturities.** If an Event of Default shall occur, then, and in each and every such case during the continuance of such Event of Default, the Trustee or the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding shall be entitled, upon notice in writing to the City, to declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding.

Any such declaration, however, is subject to the condition that if, at any time after such declaration and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the City shall deposit with the Trustee a sum sufficient to pay all the principal of and installments of interest on the Bonds payment of which is overdue, with interest on such overdue principal at the Default Rate, and the reasonable charges and expenses of the Trustee, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the City and the Trustee, or the Trustee if such declaration was made by the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences and waive such default; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

**Section 8.03. Application of Net Revenues and Other Funds After Default.** If an Event of Default shall occur and be continuing, all Net Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture (subject to Section 13.10) shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and payment of reasonable charges and expenses of the Trustee (including, but not limited to, reasonable fees and disbursements of its counsel, agents and advisors) incurred in and about the performance of its powers and duties under this Indenture;

(b) To the payment of the principal of and interest then due on the Bonds subject to the provisions of this Indenture (including Section 6.02), as follows:

(i) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

*First:* To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference, and

*Second:* To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, in the order of their due dates, with interest on the overdue principal at the rate borne by the respective Bonds, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference; and

(ii) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds, with interest on the overdue principal at the rate borne by the respective Bonds, and, if the amount available shall not be sufficient to pay in full the whole amount so due and unpaid, then to the payment thereof ratably, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference.

**Section 8.04. Trustee to Represent Bondowners.** The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds, this Indenture, the Refunding Bond Law and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bondowners, the Trustee in its discretion may and shall upon the written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding (or, if more than one such request is received, the written request executed by the Owners of the greatest percentage of Bonds then Outstanding in excess of twenty-five percent (25%)), and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under this Indenture, the Refunding Bond Law or any other law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Net Revenues and other assets pledged under this Indenture, pending such proceedings. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall

be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of this Indenture (including Section 6.02).

**Section 8.05. Bondowners' Direction of Proceedings.** Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondowners not parties to such direction or would expose the Trustee to liability for which it has not been indemnified to its satisfaction.

**Section 8.06. Limitation on Bondowners' Right to Sue.** No Owner of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Refunding Bond Law or any other applicable law with respect to such Bond, unless (1) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Owners of not less than twenty-five per cent (25%) in aggregate principal amount of the Bonds then Outstanding (or, if more than one such request is received, the written request executed by the Owners of the greatest percentage of Bonds then Outstanding in excess of twenty-five percent (25%)) shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (3) such Owner or said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of thirty (30) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under this Indenture, the Refunding Bond Law, the California Government Code or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture (including Section 6.02).

**Section 8.07. Absolute Obligation of City.** Nothing in Section 8.06 or in any other provision of this Indenture, or in the Bonds, contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, as herein provided, but only out of the Net Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

**Section 8.08. Termination of Proceedings.** In case any proceedings taken by the Trustee or any one or more Bondowners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondowners, then in every such case the City, the Trustee and the Bondowners, subject

to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the City, the Trustee and the Bondowners shall continue as though no such proceedings had been taken.

**Section 8.09. Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**Section 8.10. No Waiver of Default.** No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE IX

### THE TRUSTEE

#### **Section 9.01. Appointment of Trustee; Duties, Immunities and Liabilities of Trustee.**

(a) U.S. Bank National Association is hereby appointed to serve as Trustee under this Indenture. By execution hereof, the Trustee accepts such appointment.

(b) The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) The City may remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (f) of this Section 9.01, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee, and thereupon shall appoint a successor Trustee by an instrument in writing.

(d) The Trustee may at any time resign by giving sixty days prior written notice of such resignation to the City and by giving the Bondowners notice of such resignation by mail to the addresses shown on the Bond Registration Books. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing.

(e) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor

Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Bondowner (on behalf of himself and all other Bondowners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture, shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the City or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the City shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the City shall mail a notice of the succession of such Trustee to the trusts hereunder to the Bondowners at the addresses shown on the Bond Registration Books. If the City fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the City.

(f) Any Trustee appointed under the provisions of this Section 9.01 in succession to the Trustee shall be a trust company, national banking association or bank having the powers of a trust company having a corporate trust office in the State, having a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (f), the Trustee shall resign immediately in the manner and with the effect specified in this Section 9.01.

**Section 9.02. Merger or Consolidation.** Any company or association into which the Trustee may be merged or converted or with which it may be consolidated or any company or association resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company or association shall be eligible under subsection (f) of Section 9.01, shall be the successor to such Trustee, as the case may be, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

**Section 9.03. Liability of Trustee.**

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the City, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Indenture or of the Bonds, or

shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee may become the owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondowners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Bondowners, pursuant to the provisions of this Indenture, unless such Bondowners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby.

(e) The Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

(f) No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder if repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

(g) The Trustee makes no representation, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Wastewater System.

(h) The Trustee shall not be deemed to have knowledge of an Event of Default hereunder unless and until it shall have actual knowledge thereof.

(i) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

(j) The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

(k) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(l) The Trustee may execute any of the trusts or powers hereof and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the same if appointed by it with reasonable care.

(m) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/ or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and / or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(n) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(o) The Trustee's rights to immunities and protection from liability hereunder and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment or defeasance of the Bonds.

**Section 9.04. Right of Trustee to Rely on Documents.** The Trustee shall be protected in acting upon any notice, resolution, request, requisition, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine and to have been signed

or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the City, and such Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

**Section 9.05. Preservation and Inspection of Documents.** All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject during regular business hours with reasonable prior notice to the inspection of the City and any Bondowner, and their agents and representatives duly authorized in writing, at the Trust Office and under reasonable conditions.

**Section 9.06. Compensation of Trustee.** The City covenants to pay to the Trustee from time to time, from available moneys of the City, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the City will pay or reimburse the Trustee upon its request, from available moneys of the City, for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in -its employ) except any such expense, disbursement or advance as may arise from its negligence or bad faith.

**Section 9.07. Indemnification.** The City covenants to indemnify the Trustee and to hold it harmless against any loss, liability, expenses or advance, including reasonable fees and expenses of counsel and other experts, incurred or made without negligence or bad faith on the part of the Trustee, in the exercise and performance of any of the powers and duties hereunder by the Trustee, including the costs and expenses of defending itself against any claim of liability arising under this Indenture. Such indemnification shall survive the termination or discharge of this Indenture and the resignation or removal of the Trustee.

## ARTICLE X

### MODIFICATION OR AMENDMENT OF THE INDENTURE

#### Section 10.01. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the City and the Trustee may execute when the written consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have been filed with the Trustee; provided that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any particular maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed

to be Outstanding for the purpose of any calculation of Bonds Outstanding under this Section 10.01.

No such modification or amendment shall (1) extend the fixed maturity of any Bond, or reduce the amount of principal thereof, provided in this Indenture for the payment of any Bond, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Bond so affected, or (2) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or permit the creation of any lien on the Net Revenues and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture, or deprive the Owners of the Bonds of the lien created by this Indenture on such Net Revenues and other assets (except as expressly provided in this Indenture), without the consent of the Owners of all of the Bonds then Outstanding. Promptly after the execution by the City and the Trustee of any Supplemental Indenture pursuant to this subsection (a), the Trustee shall mail a notice, setting forth in general terms the substance of such Supplemental Indenture to the Bondowners at the addresses shown on the Bond Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

(b) [Reserved]

(c) No such Supplemental Indenture shall modify any of the rights or obligations of the Trustee without its prior written consent thereto; nor shall the Trustee be required to consent to any such Supplemental Indenture which affects its rights or obligations hereunder.

**Section 10.02. Effect of Supplemental Indenture.** From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

**Section 10.03. Endorsement of Bonds; Preparation of New Bonds.** Bonds delivered after any Supplemental Indenture becomes effective pursuant to this Article X may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Owner of any Bond Outstanding at the time of such execution and presentation of his Bond for the purpose at the Trust Office or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Bond. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the City and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the City and authenticated by the Trustee, and upon demand of the Owners of any Bonds then Outstanding shall be exchanged at the Trust Office, without cost to any Bondowner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amounts of the same maturity.

**Section 10.04. Amendment of Particular Bonds.** The provisions of this Article X shall not prevent any Bondowner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

## ARTICLE XI

### DEFEASANCE

**Section 11.01. Discharge of Indenture.** Bonds may be paid by the City in any of the following ways; provided that the City also pays or causes to be paid any other sums payable hereunder by the City:

(a) by paying or causing to be paid the principal of and interest on Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Trustee or other fiduciary, at or before maturity, money or Permitted Investments described in paragraph (a) of the definition thereof ("Defeasance Obligations") in the necessary amount (as provided in Section 11.01) to pay Bonds Outstanding; or

(c) by delivering to the Trustee, for cancellation by it, Bonds Outstanding.

If the City shall pay all Bonds Outstanding and shall also pay or cause to be paid all other sums payable hereunder by the City, then and in that case, at the election of the City (evidenced by a Certificate of the City, filed with the Trustee, signifying the intention of the City to discharge all such indebtedness and this Indenture), and notwithstanding that any Bonds shall not have been surrendered for payment, this Indenture and the pledge of Net Revenues and other assets made under this Indenture and all covenants, agreements and other obligations of the City under this Indenture shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 11.02. In such event, upon Request of the City, the Trustee shall cause an accounting for such period or periods as may be requested by the City to be prepared and filed with the City and shall execute and deliver to the City all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the City all moneys or securities or other property held by it pursuant to this Indenture which are not required for the payment of Bonds not theretofore surrendered for such payment.

**Section 11.02. Discharge of Liability on Bonds.** Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 11.01) to pay any Outstanding Bond, provided that the provisions of Section 11.04 shall apply in all events.

The City may at any time surrender to the Trustee for cancellation by it any Bonds previously issued and delivered which the City may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

**Section 11.03. Deposit of Money or Securities for Defeasance.** Whenever in this Indenture it is provided or permitted that there be deposited with or held by the Trustee or other fiduciary money or Defeasance Obligations in the necessary amount to pay any Bonds, the money or Defeasance Obligations so to be deposited or held may include money or Defeasance Obligations shall be:

(a) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity; or

(b) Defeasance Obligations the principal of and interest on which when due will provide money sufficient in the opinion of a certified public accountant to pay the principal of and all unpaid interest to maturity on the Bonds to be paid, as such principal and interest become due.

**Section 11.04. Payment of Bonds After Discharge of Indenture.** Notwithstanding any provisions of this Indenture, any moneys held by the Trustee or other fiduciary for the payment of the principal or interest on, any Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether at maturity or by acceleration as provided in this Indenture), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the City free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the City as aforesaid, the Trustee, as the case may be, may (at the cost of the City) first mail a notice, in such form as may be deemed appropriate by the Trustee, to the Owners of the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof.

## ARTICLE XII

[RESERVED]

## ARTICLE XIII

### MISCELLANEOUS

**Section 13.01. Liability of City Limited to Net Revenues.** Notwithstanding anything contained in this Indenture or in the Bonds, the City shall not be required to advance any moneys derived from any source other than the Net Revenues and other assets pledged under this Indenture for any of the purposes mentioned in this Indenture, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture.

**Section 13.02. Successor Is Deemed Included in All References to Predecessor.** Whenever in this Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**Section 13.03. Limitation of Rights to Parties and Bondowners.** Except as provided in Article XIII hereof, nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any person other than the City, the Trustee and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Trustee and the Owners of the Bonds.

**Section 13.04. Waiver of Notice.** Whenever the giving of notice by mail or otherwise is required in this Indenture, the giving of such notice may be waived in writing by the person entitled

to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**Section 13.05. Destruction of Bonds.** Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the City of any Bonds, the Trustee shall destroy such Bonds and deliver a certificate of such destruction to the City.

**Section 13.06. Severability of Invalid Provisions.** If any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

**Section 13.07. Notices.** Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by first class, registered or certified mail, postage prepaid, or sent via confirmed e-mail to the address (or such other address as may have been filed with the other parties listed below in writing) set forth below:

To the City:	City of Reedley 845 G Street Reedley, CA 93654 Attention: Assistant City Manager Phone: (559) 637-4200 Email: paul.melikian@reedley.ca.gov
To the Trustee:	U.S. Bank National Association One California Street, Ste. 1000 San Francisco CA 94111 Phone: (415) 677-3597 Email: michelle.knutson@usbank.com
To the Original Purchaser:	Opus Bank, a California commercial bank 131 W. Commonwealth Ave. Fullerton, CA 92832 DL- LoanServiceDepartment@opusbank.com Fax: (714) 578-7518 Loan #: 530000012995

Any notice provided by the Trustee to the Owners shall also be provided to the City.

**Section 13.08. Evidence of Rights of Bondowners.** Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Bondowners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bondowners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any

such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the City if made in the manner provided in this Section 13.08.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of registered Bonds shall be proved by the Bond Registration Books held by the Trustee.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the City in accordance therewith or reliance thereon.

**Section 13.09. Disqualified Bonds.** In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the City or by any other obligor on the Bonds, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section 13.09 if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

**Section 13.10. Money Held for Particular Bonds.** The money held by the Trustee for the payment of the interest, principal due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it without liability for interest thereon for the Owners of the Bonds entitled thereto, subject, however, to the provisions of Section 11.04.

**Section 13.11. Funds and Accounts.** Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the industry, to the extent practicable, and with due regard for the protection of the security of the Bonds and the rights of every holder thereof.

**Section 13.12. Article and Section Headings and References.** The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof,

shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture.

All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

**Section 13.13. Waiver of Personal Liability.** No member of the City Council, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member of the City Council, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

**Section 13.14. Execution in Several Counterparts.** This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

**Section 13.15. Governing Law.** This Indenture shall be construed in accordance with and governed by the Constitution and laws of the State. If this Indenture shall be the subject of litigation, venue shall reside in the federal or state courts of California.

**Section 13.16. Dispute Resolution; No Sovereign Immunity.**

(a) *Judicial Reference.* In the event of any action, proceeding or hearing (hereinafter, a "Claim") based upon or arising out of, directly or indirectly, this Indenture or any of the related documents, any dealings between the City or the Original Purchaser relating to the subject matter of the transactions contemplated by this Indenture or any related transactions, and/or the relationship that is being established between the City and the Original Purchaser, the City and the Original Purchaser hereby agree that each Claim shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of Section 638 et seq. of the California Code of Civil Procedure, as such statutes may be amended or modified from time to time. Upon a written request, or upon an appropriate motion by either the Original Purchaser or the City, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The City and the Original Purchaser agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee. The City and the Original Purchaser shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 11.16. Either the City or the Original Purchaser, as applicable, may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon. If the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it. The City and the Original

Purchaser, as applicable, will each have such rights to assert such objections as are set forth in Section 638 et seq. of the California Code of Civil Procedure and all proceedings shall be closed to the public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

(b) *Selection of Referee; Powers.* The parties to the Reference proceeding shall select a single neutral referee (the "Referee"), who shall be a retired judge or justice of the courts of the State of California, or a federal court judge, in each case, with at least ten (10) years of judicial experience in civil matters. The Referee shall be appointed in accordance with Section 638 of the California Code of Civil Procedure (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the Los Angeles County Superior Court, or of the U.S. District Court for the Central District of California. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 13.16(b).

(c) *Provisional Remedies, Self Help and Foreclosure.* No provision of this Section 13.16 shall limit the right of either the City or the Original Purchaser, as the case may be, to obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the City, or the Original Purchaser to the Reference pursuant to this Section 13.16(c).

(d) *Costs and Fees.* Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys' fees, to the prevailing party, if any, and may order the Referee's fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

(e) *No Sovereign Immunity.* The City hereby represents that it does not possess, and the City hereby agrees that it will not invoke, a claim of sovereign immunity for disputes arising out of contractual claims relating to the Bonds or this Indenture.

**Section 13.17. Additional Provisions and Rights While the Bonds are Owned by the Original Purchaser.** The following provisions shall apply so long as the Original Purchaser is the Owner of 100% of the Bonds:

(a) Notwithstanding any other provision of this Indenture, the Original Purchaser shall have the right to consent to an amendment of this Indenture effecting the removal and replacement of the Trustee.

(b) The City shall inform the Original Purchaser promptly upon the occurrence of a Determination of Taxability or an Event of Default.

(c) The Original Purchaser is hereby expressly made a third-party beneficiary of this Indenture.

(d) The non-prevailing party shall pay or reimburse the prevailing party for any and all charges, fees, costs and expenses that the prevailing party may reasonably pay or incur in connection with the following: (i) the administration, enforcement, defense, or preservation of any rights or security hereunder or under this Indenture; (ii) the pursuit of any remedies hereunder, under this Indenture, or otherwise afforded by law or equity; (iii) the violation by the non-prevailing party of any law, rule, or regulation or any judgment, order or decree applicable to it; or (iv) any litigation or other dispute in connection with this Indenture.

(e) The City shall pay or reimburse the Original Purchaser for any and all charges, fees, costs and expenses that Original Purchaser may reasonably pay or incur in connection with any amendment, waiver, or other action requested by the City with respect to or related to this Indenture whether or not executed or completed.

(f) The Bonds shall not be rated, shall not have a CUSIP number, shall not be issued pursuant to an offering document, and shall be registered in the name of the Original Purchaser.

IN WITNESS WHEREOF, the CITY OF REEDLEY has caused this Indenture to be signed in its name by the Assistant City Manager of the City and attested by the City Clerk, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its corporate name by one of its authorized officers, all as of the day and year first above written.

CITY OF REEDLEY

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Paul A. Melikian  
Assistant City Manager

Attest:

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Sylvia B. Plata  
City Clerk

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

---

Authorized Officer

**EXHIBIT A**

**FORM OF BOND**

**United States of America  
State of California  
Fresno County**

**CITY OF REEDLEY  
2019 Wastewater Refunding Revenue Bond**

INTEREST RATE  
\_\_\_\_\_ %

MATURITY DATE  
June 1, \_\_\_\_\_

DATED DATE  
December 18, 2019

REGISTERED OWNER: OPUS BANK, a California commercial bank

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The CITY OF REEDLEY, a municipal corporation and general law city duly organized and existing under the laws of the State of California (the "City"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns (the "Owner"), on the Maturity Date stated above, the Principal Amount stated above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the June 1 or December 1 (each an "Interest Payment Date") next preceding the date of authentication hereof, unless said date of authentication is an Interest Payment Date, in which event such interest is payable from such date of authentication, and unless said date of authentication is prior to November 15, 2020, in which event such interest is payable from the Dated Date stated above; provided, however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the date to which interest has previously been paid or made available for payment on this Bond in full at the Interest Rate per annum stated above, payable semiannually on each Interest Payment Date, commencing December 1, 2020. Interest on the Bonds shall be calculated based on a 360-day year of twelve (12) thirty-day months and shall be payable on each Interest Payment Date, to the person whose name appears on the Bond Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by wire transfer from the Trustee on the Interest Payment Date according to written wire instructions given to the Trustee prior to the applicable Record Date. Principal of any Bond shall be paid by wire transfer, as described in the previous sentence, without surrender of the Bonds by the registered owner. Principal of and interest on the Bonds shall be payable in lawful money of the United States of America.

Capitalized terms used herein and not otherwise defined are used with the meanings ascribed to them in the Indenture of Trust (the "Indenture"), dated as of December 1, 2019, by and between the City and the Trustee.

This Bond is one of a single maturity designated as the "City of Reedley 2019 Wastewater Refunding Revenue Bonds" (the "Bonds"), issued pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code (the "Refunding Bond Law") in the aggregate principal amount of \$\_\_\_\_\_, issued under and pursuant to the Indenture and approved by the City by

Resolution No. 2019-\_\_\_\_, adopted by the City Council of the City on December 10, 2019. A copy of the Indenture is on file at the office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof and to the Refunding Bond Law is made for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the net revenues (the "Net Revenues") of the City's municipal wastewater enterprise (the "Wastewater System"), as more particularly described in the Indenture, and the rights of the Owners of the Bonds. All the terms of the Indenture and the Refunding Bond Law are hereby incorporated herein and constitute a contract between the City and the Owners from time to time of this Bond, and to all the provisions thereof the Owner of this Bond, by his acceptance hereof, consents and agrees. Each taker and subsequent Owner hereof shall have recourse to all of the provisions of the Refunding Bond Law and the Indenture and shall be bound by all of the terms and conditions thereof.

The Bonds are issued to provide for the refunding of certain outstanding obligations of the City. The Bonds are special obligations of the City and are payable, as to interest thereon and principal thereof, from the Net Revenues. All of the Bonds are equally secured by a pledge of, and charge and lien upon, that portion of the Net Revenues necessary to pay the principal of and interest on the Bonds in any Fiscal Year, and the Net Revenues constitute a trust fund for the security and payment of the principal of and interest on all of the Bonds. Additional obligations of the City payable from the Net Revenues on a parity basis to the Bonds may be issued, as set forth in the Indenture.

The principal of and interest on the Bonds are payable solely from the Net Revenues, and the City is not obligated to pay the Bonds except from the Net Revenues. The general fund of the City is not liable, and the full faith and credit or taxing power of the City is not pledged, for the payment of the principal of and interest on the Bonds. The Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or any of its income or receipts, except the Net Revenues.

The City covenants that, so long as any of the Bonds are outstanding, it will fix, prescribe and collect charges so as to yield Net Revenues at least equal to the amounts thereof prescribed by the Indenture and sufficient to pay the principal of and interest on the Bonds in accordance with the provisions of the Indenture.

The Bonds are subject to redemption, at the option of the City, as a whole or in part, on any date on or after December 1, 2029 from funds derived by the City from any source, at a redemption price equal to the principal amount of Bonds redeemed, plus accrued interest to the date fixed for redemption, without premium. In addition, the Bonds are subject to redemption, at the option of the City, in part, on any date, in an annual amount (measured on a calendar year basis) not to exceed 10% of the then-Outstanding principal amount of the Bonds at a redemption price equal to the principal amount of Bonds redeemed, plus accrued interest to the date fixed for redemption, without premium, as long as such partial redemption is not funded from the proceeds of additional bonds, notes or other obligations. Any partial redemption shall be applied to the principal components of the Bonds in inverse order of maturity.

The Bonds are subject to mandatory redemption, in part, from Sinking Account payments set forth in the following schedule, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Bonds have been redeemed pursuant to subsection (a) above, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of

the Bonds so redeemed by reducing future Sinking Account payments in inverse of maturity, as shall be designated pursuant to written notice filed by the Original Purchaser with the City and the Trustee.

Sinking Account Redemption Date (June 1)	Principal Amount to be Redeemed
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036†	

† Maturity

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

This Bond is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the office of the Trustee, by the Owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds, without coupons, and in the same aggregate principal amount and of the same maturity, shall be issued to the transferee in exchange herefor, as provided in the Indenture.

**THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND IS SUBJECT TO TRANSFER RESTRICTIONS PURSUANT TO THE INDENTURE.**

The rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture. No such modification or amendment shall permit a change in the maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds, the consent of the Owners of which is required to effect any such modification or amendment, all as more fully set forth in the Indenture.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by the Constitution or laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

IN WITNESS WHEREOF, the City of Reedley has caused this Bond to be executed in its name and on its behalf with the manual or facsimile signature of its Assistant City Manager and the manual or facsimile signature of its City Clerk all as of the Dated Date stated above.

CITY OF REEDLEY

By \_\_\_\_\_  
Assistant City Manager

Attest:

\_\_\_\_\_  
City Clerk

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds described in the within-mentioned Indenture, which has been authenticated and registered on \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

By \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT**

For value received the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

whose address and social security or other tax identifying number is

\_\_\_\_\_

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s)

attorney, to transfer the same on the Bond registration books of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Notice: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

**EXHIBIT B**  
**PURCHASER LETTER**

City of Reedley  
845 G Street  
Reedley, CA 93654  
Attention: Assistant City Manager

U.S. Bank National Association  
One California Street, Ste. 1000  
San Francisco CA 94111  
Attention: Global Corporate Trust Services

*Re. City of Reedley 2019 Wastewater Refunding Revenue Bonds*

Ladies and Gentlemen:

The undersigned (the "Purchaser") understands that the City of Reedley (the "City") has issued its 2019 Wastewater Refunding Revenue Bonds in the aggregate principal amount of \$ \_\_\_\_\_. The Purchaser intends to purchase said bonds (for purposes of this Purchaser Letter, the "Bonds"). In connection with such purchase of the Bonds, the Purchaser makes the certifications, representations, warranties, acknowledgements and covenants contained in this Purchaser Letter to each of the addressees hereof, with the express understanding that such certifications, representations, warranties, acknowledgements and covenants will be relied upon by such addressees.

The Purchaser hereby certifies, represents, warrants, acknowledges and covenants as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to invest in the Bonds being purchased hereby. The Purchaser is an entity that is owned in whole by the Original Purchaser, as defined in the Indenture of Trust with respect to the Bonds. The person executing this letter on behalf of the Purchaser is duly authorized to do so on the Purchaser's behalf.

(b) The Purchaser (MARK APPROPRIATELY):

\_\_\_\_\_ is a "qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or

\_\_\_\_\_ is an "accredited investor" (an "Institutional Accredited Investor") as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

(c) The Purchaser is not purchasing the Bonds for more than one account, is purchasing the Bonds for its own loan account and is not purchasing the Bonds with a view to distributing the Bonds.

(d) The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations similar to the Bonds, to be capable of evaluating the merits and risks of purchasing the Bonds, and the Purchaser is able to bear the economic risks of purchasing the Bonds.

(e) The Purchaser recognizes that purchasing the Bonds involves significant risks, that there is no established market for the Bonds and that none is likely to develop and, accordingly, that the Purchaser must bear the economic risk of owning the Bonds for an indefinite period of time.

(f) The Purchaser understands and agrees that ownership of a Bond may be transferred: (i) only to a person that the Purchaser reasonably believes is either: (A) a Qualified Institutional Buyer that is purchasing such Bond for not more than one account, for their own account and not with a view to distributing such Bond; or (B) an Institutional Accredited Investor that is purchasing such Bond for not more than one account for lending or investment purposes and not with a view to distributing such Bond; and (ii) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the City and the Trustee a completed and duly executed Purchaser Letter substantially in the form hereof.

(g) The Purchaser is not relying upon the City, or any of its affiliates, agents or employees, for advice as to the merits and risks of the Bonds. The Purchaser understands that the Bonds are special, limited obligations payable and secured solely from Net Revenues as provided for in the Indenture of Trust, dated as of December 1, 2019 (the "Indenture"), between the City and U.S. Bank National Association, as Trustee. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed decision about purchasing the Bonds.

(h) The Purchaser has conducted its own independent examination of, and has had an opportunity to ask questions and receive answers concerning, the City, the Wastewater System, the authorizing resolution of the City with respect to the Bonds (the "Resolution"), the Bonds, the Indenture and the security therefor and the transactions and documents related to or contemplated by the foregoing.

(i) The Purchaser has been furnished with all documents and information regarding the City, the Wastewater System, the Resolution, the Bonds, the Indenture and the security therefor and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that it has requested.

(j) The Purchaser understands and agrees that: (i) the offering and sale of the Bonds are exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d) of said Rule; (ii) the Bonds will not be listed on any stock or other securities exchange and were issued without registration under the provisions of the Securities Act of 1933 or any state securities laws; (iii) no official statement or other disclosure document is being prepared in connection with the issuance of the Bonds; and (iv) the Bonds will not carry any rating from any rating service.

(k) The person executing this letter on behalf of the Purchaser is duly authorized to do so on the Purchaser's behalf.

IN WITNESS WHEREOF, the Purchaser has executed this Purchaser Letter as of the date set forth below.

**OPUS BANK, a California commercial bank**  
as Purchaser

By: \_\_\_\_\_  
Authorized Officer



# REEDLEY CITY COUNCIL

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

ITEM NO: 15

**DATE:** December 10, 2019

**TITLE:** ADOPT RESOLUTION NO. 2019-106 APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE TWO OF TENTATIVE SUBDIVISION MAP 6206 (ALMOND GROVE)

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

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

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## **RECOMMENDATION**

Adopt Resolution No. 2019-106, Approving the Phase Two Final Map for Tentative Subdivision Map 6206 (Almond Grove), and authorizing the City Manager to make non-substantive changes to the attached draft agreement and sign final agreement with Yanez Construction regarding a Subdivision Improvement Agreement for the aforementioned phase.

## **EXECUTIVE SUMMARY**

The owner of Tentative Subdivision Map 6206 (Almond Grove) is requesting the City Council approve the final map for Phase Two associated with the project in accordance with Reedley Municipal Code 11-2-13, and approve entering into an Subdivision Improvement Agreement for timely completion of the public facilities associated with serving Phase Two, in accordance with Reedley Municipal Code sections 11-2-11 and 11-2-19.

## **BACKGROUND**

Almond Grove (Tract 6206) was approved by the Reedley Planning Commission on December 14, 2017; consisting of the development of 45 single-family residential units on 9.98 gross acres of land. Currently, the developer is currently building units associated with Phase One, with said final map and associated improvement agreement having been approved by the Reedley City Council on May 14, 2019. At this time, the developer has submitted a final map for Phase Two of the project site for the City's approval in accordance with Reedley Municipal Code section 11-2-13. The City Surveyor and staff have reviewed the Phase Two final map submission for conformance to boundaries, public easement locations, dedications, closure calculations and other required information. The Community

Development Director has consequently found the map to be in substantial compliance to the tentative map approval, with engineering staff having determined that the improvements required for Phase Two have been properly identified. As such, staff submits said map to the Council for their approval consideration.

In regards to the completion of public improvements associated with Tentative Subdivision Map 6206 (Almond Grove), the developer has requested to enter into a Subdivision Map Improvement Agreement (Attachment 2) for Phase Two of the development with the City of Reedley, as authorized by Reedley Municipal Code section 11-2-11, similar to actions taken for Phase One. This action will allow for the filing of a final map for Phase One of the development (lots 19 through 45 of the total 45 approved) with the assurance that outstanding site improvements and activities identified within the project's conditions of approval will be completed within a given timeframe acceptable to the City; secured by surety bond and other specifications. Council may approve, approve with conditions, or disapprove the agreement. The developer may also continue on-site work of public improvements associated with Phase One of the project, in accordance with the agreement already in place.

The developer has already provided signed initiation documentation associated with annexation into both the LLMD and CFD, as required within the agreement prior to final map recordation.

**FISCAL IMPACT**

All fees associated with the processing of Tentative Subdivision Map 6206 (Almond Grove) were paid prior to Planning Commission action. Phase Two of Final Map and Subdivision Improvement Agreement fees were paid by the applicant prior to Council actions.

**PRIOR COUNCIL ACTIONS**

On January 22, 2019, Council approved a Partial Reimbursement Agreement related to the construction of Tentative Subdivision Map 6206 (Almond Grove), as the developer agreed to upsize and extend sewer, water and street improvements to implement the City's Integrated Master Plan (adopted by Council on June 24, 2014 via Resolution 2014-059). Phase One Final Map and the related Subdivision Improvement Agreement were approved by the City Council on May 14, 2019.

**ATTACHMENTS**

1. Resolution No. 2019-106
2. Draft Subdivision Improvement Agreement for Phase Two of Tentative Subdivision Map 6206 (Almond Grove)
3. Phase Two Final Map – Tentative Subdivision Map 6206 (Almond Grove)

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

**RESOLUTION NO. 2019-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE TWO OF TENTATIVE SUBDIVISION MAP 6206 (ALMOND GROVE).**

**WHEREAS**, Tentative Subdivision Map 6206 (Almond Grove), on APN 365-131-21, was approved by the Reedley Planning Commission on December 14, 2017; and

**WHEREAS**, the owner of Tentative Subdivision Map 6206 (Almond Grove) is requesting the City Council approve the final map for Phase Two associated with the project in accordance with Reedley Municipal Code 11-2-13, and approve entering into an Subdivision Improvement Agreement for timely completion of the public facilities associated with serving Phase One, in accordance with Reedley Municipal Code sections 11-2-11 and 11-2-19.

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

1. That certain final map of Tentative Subdivision Map 6206 (Almond Grove) Phase Two, having heretofore, on December 6, 2019, been certified by the City Engineer, that all provisions of law and of Chapters 31 through 42 of Title 8 of the Reedley City Code, have been complied with, and that said subdivision as shown is substantially the same as it appears on the tentative map thereof, as approved by the Planning Commission on December 17, 2017, by Resolution No. 2017-14, is hereby approved and the dedication of easements and right-of-ways made on said map are hereby accepted subject to the installation of improvements therein and in accordance with the following condition:

That prior to the recording of the final map the owner(s) of said subdivision shall enter into and execute that certain Subdivision Improvement Agreement for Phase Two of Tentative Subdivision Map 6206 (Almond Grove) with the City of Reedley, as approved by the City Council.

2. Be it further resolved that those certain plans approved by the City Engineer of the City of Reedley entitled, "Improvement Plans for TSM 6206 (Almond Grove) in the City of Reedley," all prepared by AW Engineering, are now on file in the office of the City Engineer, and are hereby approved and adopted as the plans according to which the above mentioned improvements shall be done; and
3. Be it further resolved, that certain agreement between the City of Reedley and said owners or subdividers entitled " Subdivision Improvement Agreement for Phase Two of Tentative Subdivision Map 6206 (Almond Grove)" a copy of which is on file in the office of the City Engineer and to which reference is hereby made, is approved and the City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Reedley; and

4. Be it further resolved that the City Council of the City of Reedley directs the Clerk of the City of Reedley to execute the Final Map and transmit said Final Map and Subdivision Improvement Agreement to the subdividers in preparation of submission to the Fresno County Recorder's Office for recordation.

This foregoing resolution is hereby approved the 10th day of December, 2019, in the City of Reedley, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Frank Piñon, Mayor

ATTEST:

\_\_\_\_\_  
Sylvia Plata, City Clerk

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

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

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

**SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE TWO OF TENTATIVE  
SUBDIVISION MAP 6206 (ALMOND GROVE)**

This Subdivision Improvement Agreement (“Agreement”) is made and entered into effective on \_\_\_\_\_, 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 “Subdivider”.

**RECITALS**

WHEREAS, Subdivider is engaged in subdividing that certain tract of land known and designated as Tentative Subdivision Map 6206 (Almond Grove), situated in the City of Reedley, County of Fresno, State of California; and

WHEREAS, a final map for Phase 2 of said Tentative Subdivision Map 6206 (TSM 6206), has been filed with the City Clerk of the City of Reedley for presentation to the City Council for its approval, which map is hereby referred to and by such reference incorporated herein; and

WHEREAS, the City requires, 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 Subdivider to enter into a subdivision improvement agreement which provides for the Subdivider to complete improvements within a reasonable time following approval of the final map.

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

## AGREEMENT

1. Subdivider shall, at its own cost and expense, construct 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 in accordance with and to the extent provided in those certain plans entitled "Improvement Plans for Almond Grove (Tentative Subdivision Map 6206)" prepared by AW Engineering, approved by the City Engineer and by the City Council by Resolution No. 2019-106 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's 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 Almond Grove – Phase 2" dated December 4, 2019 attached hereto and made a part hereof as Exhibit "A". Subdivider 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 recordation of the final map, Subdivider shall (i) petition and request that the City annex the TSM 6206 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 6206 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 6206 into both the City's LLMD and CFD is a condition precedent to the City's obligation to issue a building permit for development or improvement of any parcel within TSM 6206, and Subdivider 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 Subdivider shall provide on-site improvements subject to review and approval of the City of Reedley. 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.

The Subdivider shall install all improvements specified in the Plans. In addition to said improvements, Subdivider shall install all improvements required by and otherwise comply with the Conditions of Approval adopted by the Reedley Planning Commission by Resolution No. 2017-14.

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. Subdivider 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 Subdivider 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 approval of said final map by the City Council, and as a condition precedent to the recordation thereof, and in order to secure for the City the faithful performance by Subdivider 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, Subdivider 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 thirty-four thousand five-hundred dollars and zero cents (\$34,500.00); 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
- ii. a good and sufficient surety bond or other security acceptable to City securing the payment by Subdivider 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 Subdivider, and amounts due under the Unemployment Insurance Act with respect to such work or labor, the amount of said bond to be seventeen-thousand two-hundred fifty dollars and zero cents (\$17,250.00), plus an amount for cost and reasonable expenses and fees, including reasonable attorney's fees incurred by the City to enforce the secured obligation.

Before acceptance of the subdivision improvements and the release of the faithful performance bond and the labor and materials bond, the Subdivider 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 three-thousand four-hundred and fifty dollars and zero cents (\$3,450.00), 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 Subdivider shall protect, indemnify, and hold harmless the City of Reedley, 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 Subdivider'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 Subdivider 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 Subdivider. 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. Subdivider, before commencing work pursuant to this Agreement, shall obtain and maintain in full force and effect during the performance of the work at his 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 of Reedley, 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 Subdivider or its employees, contractors or subcontractors under the terms of this agreement in the minimum limits as follows:

- i.
  - a) **General Liability.** \$1,000,000 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.** \$1,000,000 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 Subdivider, products and completed operations of the Subdivider, premises owned, occupied or used by the Subdivider, or automobiles owned, leased, hired or borrowed by the Subdivider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.

ii) The Subdivider'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 Subdivider'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 Subdivider'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 Subdivider 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. Subdivider 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 Subdivider or other entity or person than the City of Reedley, such policy shall contain the standard form of cross liability endorsement. Such insurance shall also specifically insure contractual liability assumed by Subdivider 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 Subdivider, 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 Subdivider'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 Subdivider 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 Subdivider 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 Subdivider 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 Subdivider nor any of its agents, employees or contractors are or shall be considered to be agents of the City of Reedley in connection with the performance of Subdivider's obligations under this agreement.

11. Subdivider 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 Subdivider with a statement of all charges for services performed by the City in the event said actual costs exceed the payment previously made by Subdivider for such services. The Subdivider shall complete payment for such charges within thirty (30) days after receipt of such statement of actual costs.

12. Subdivider agrees that if, within a period of one (1) year after final acceptance of the work done under this Agreement, any improvements or part of any improvement furnished and/or installed or

constructed or caused to be constructed by Subdivider, 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, Subdivider 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 Subdivider 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 Subdivider can be notified, the City may, at its option, make the necessary repairs or replacements or perform the necessary work and the Subdivider 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 Subdivider fails to pay to the City the cost repairs plus thirty percent (30%), the City may, without limiting the Subdivider's liability therefor, file a claim against the bond posted to guarantee and warrant the work.

13. The Subdivider and his 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 Subdivider shall comply with all Street, Plumbing, Building, Electrical, Zoning Codes and any other applicable Codes, ordinances, standards and regulations of the City. Subdivider 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 Subdivider fails to construct the improvements upon the terms and within the time required, 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 works.

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 Subdivider and the described property from further obligation under this Agreement, except for those obligations, including but not limited to Section 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 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 Subdivider, 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 Subdivider shall have a record drawing prepared by a civil engineer which denotes the final 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.

CITY OF REEDLEY, a municipal corporation

EFRAIN YANEZ CONSTRUCTION, INC.,  
a California Corporation

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

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

ATTEST:

BY: \_\_\_\_\_  
Sylvia Plata, City Clerk

APPROVED AS TO FORM:

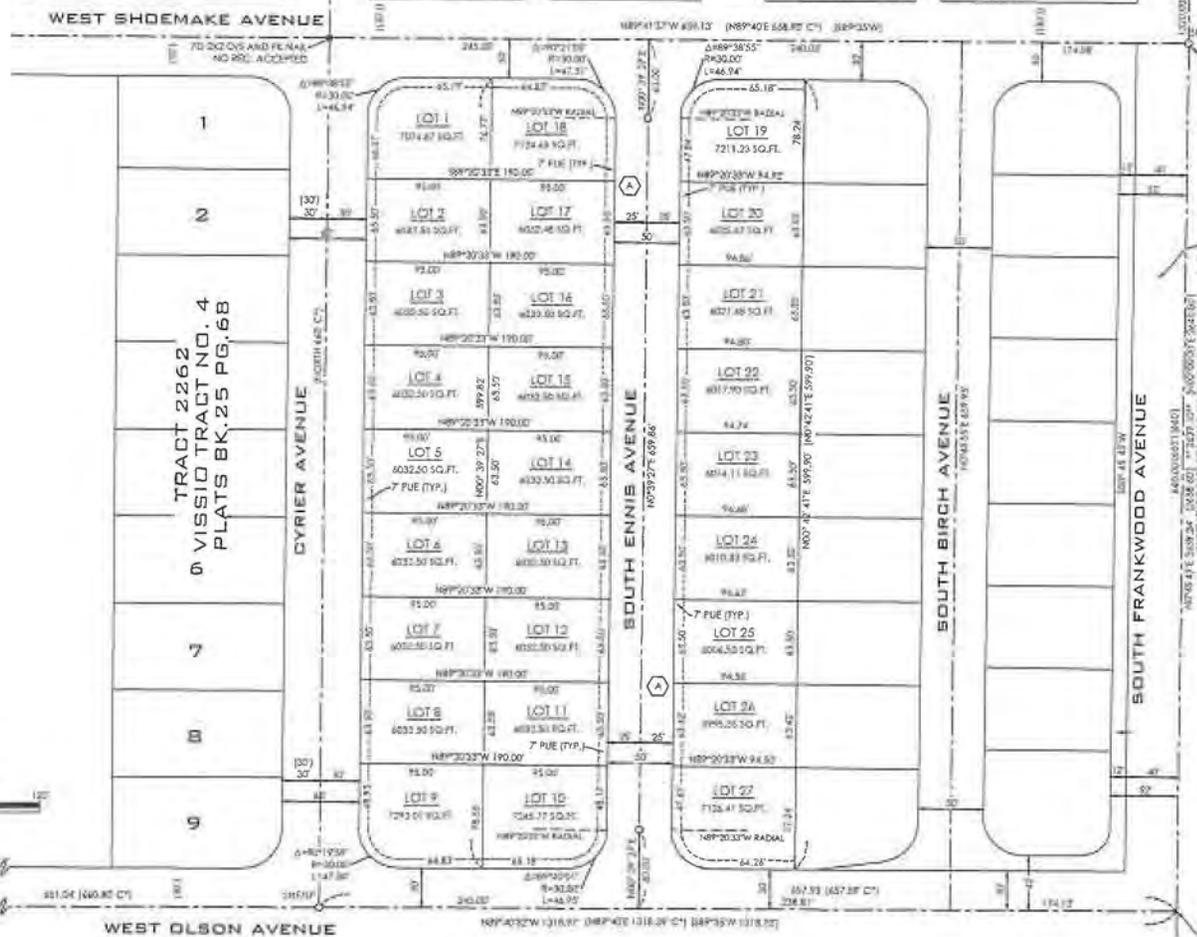
BY: \_\_\_\_\_  
Scott Cross, City Attorney

RECOMMEND APPROVAL:

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

TRACT 1540  
ENNS TRACT NO. 4  
PLATS BK. 18 PG. 8

TRACT 1657  
ENNS TRACT NO. 5  
PLATS BK. 19 PG. 14



**LEGEND**

- INDICATES FOUND MONUMENT AS NOTED
- SET 3/4" X 30" LONG P TAPPED 1/8" DOWN 0.3 FEET AND AT ALL LOT CORNERS AND POINTS OF CURVATURE
- || RECORD DATA PER TRACT 2262 RECORDED IN BK. 25 OF PLATS AT PG. 68, FCR
- ||| RECORD DATA PER TRACT 1657 RECORDED IN BK. 19 OF PLATS AT PG. 14, FCR
- ||| RECORD DATA PER RECORD OF SURVEY RECORDED IN BK. 12 AT PG. 81, FCR
- ||| RECORD DATA PER RECORD OF SURVEY RECORDED IN BK. 17 AT PG. 41, FCR
- ||| RECORD DATA PER TRACT MAP 2511 RECORDED IN BK. 72 OF PLATE AT PG. 36, FCR
- CALCULATED FROM RECORD
- R RADIAL
- PIE PUBLIC UTILITY EASEMENT OFFERED TO PUBLIC PER THIS MAP
- LIMIT OF SUBDIVISION
- ⊙ OFFER OF DEDICATION FOR STREET PURPOSES PER THIS MAP
- SEARCHED, INDEXED, FOUND
- 3/4" SINGLE PROPORTION
- 30" BRASS DIAL
- FCRM FRESNO COUNTY BRASS CAP MONUMENT
- MON MONUMENT
- FCR FRESNO COUNTY RECORDS

ALL DISTANCES IN FEET OR DECIMALS THEREOF

**TRACT NO. 6206**  
**ALMOND GROVE PHASE 2**

IN THE CITY OF REEDLEY  
BEING A DIVISION OF A PORTION OF THE NORTH HALF OF LOT 3 OF CURRS AND SHOEMAKER TRACT, 84 SECTION 34, TOWNSHIP 13 SOUTH, RANGE 23 EAST, MOUNT Diablo MERRIAM ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 8 OF MICELANDON'S MAPS, FRESNO COUNTY RECORDS.

SURVEYED AND PLATTED IN APRIL OF 2018  
BY A.W. ENGINEERING

CONSISTING OF TWO SHEETS - SHEET 2 OF 2

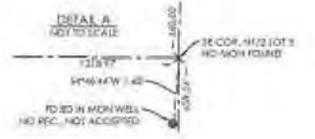
DATE: 1/28/18 SHEET 2 OF 2



1/4" = 100' (AS SHOWN)  
NO. 1" 1/8" OPEN DOWN 10' PER RECORD



**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS IS THE EAST LINE OF THE NORTH EAST QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 23 EAST, MOUNT Diablo MERRIAM ACCORDING TO THE RECORD OF SURVEY RECORDED IN BOOK 27 OF RECORDS OF SURVEYS AT PAGE 41 OF FRESNO COUNTY RECORDS.



1/4" = 100' (AS SHOWN)  
NO. 1" 1/8" OPEN DOWN 10' PER CF 2855 AND 45 27/41 FCR

SEE DETAIL A



## **REEDLEY CITY COUNCIL**

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

ITEM NO: 14

**DATE:** December 10, 2019

**TITLE:** PRESENTATION OF JUNE 30, 2019 ACTUARIAL VALUATION OF RETIREE HEALTHCARE PLAN.

**SUBMITTED:** Paul Melikian, Assistant City Manager

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

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**Handouts will be provided at the workshop**

#17

REEDLEY PLANNING COMMISSION REGULAR MEETING – October 3, 2019

The regular meeting of the Reedley Planning Commission was held Thursday, October 3, 2019, in the City of Reedley Council Chambers, 845 "G" Street, Reedley. Chair Perez called the meeting to order at 5:00 p.m.

Pledge of Allegiance - led by C. Luzania.

ROLL CALL

Commissioners Present: Ron Hudson, Rosemary Luzania, Pete Perez.

Commissioners Excused: William Conrad, Alberto Custodio.

City Staff Present: Rob Terry, Community Development Director, Ellen Moore, Associate Planner.

PUBLIC COMMENT

Chair Perez opened the public comment period and closed the public comment period at 5:02 p.m. after noting there was no public comment.

CONSENT AGENDA

3 Minutes of Regular Meeting, September 5, 2019 - *Recommend Commission Approve*

C. Hudson moved, C. Luzania seconded, to approve the minutes of Regular Meeting, September 5, 2019. Motion carried by the following vote:

AYES:	Hudson, Luzania, Perez.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Conrad, Custodio.

PUBLIC HEARING

2. Consideration of Conditional Use Permit Application No. 2019-6 and Environmental Assessment No. 2019-13 *Through Resolution No. 2019-12, staff recommends that the Planning Commission take the following actions:*

- a) APPROVE Environmental Assessment No. 2019-13, a Categorical Exemption under Sections 15303 (Class 3/New Construction or Conversion of Small Structures) and 15332 (Class 32/In-Fill Development Project) of the California Environmental Quality Act (CEQA) Guidelines.
- b) APPROVE Conditional Use Permit Application No. 2019-6, authorizing the potential for sale of beer and wine for off-site consumption within a proposed 5,680 square-foot convenience store with quick service restaurant (QSR) options and dine-in seating to be constructed at 1577 East Manning Avenue, located on the south side of East Manning Avenue, between North Kady Avenue and South Buttonwillow Avenue.

Associate Planner E. Moore presented the staff report to the Planning Commission. The Planning Commission asked questions of staff. Chair Perez opened the public comment period at 5:17 p.m. Sukhwinder Singh, business owner of the Circle K located at 517 East El Monte Way, the applicant, spoke on behalf of the project. Reda Benanni, representative of the applicant, Board Member for the Chamber of Commerce in Dinuba and the Chair of the Government Affairs Committee in Dinuba, spoke on behalf of the project. The Planning Commission asked questions of staff, the applicant, and the applicant's representative. Sage Clark, 1609 South Blossom Drive, spoke about the project. Dr. Anand Narayan, property owner of the subject properties, spoke about the project. Chair Perez closed the public comment period at 6:07 p.m.

C. Hudson moved, C. Luzania seconded, whereas the Planning Commission, using their independent judgement, recommended to the City Council approval of Environmental Assessment No. 2019-13 and Conditional Use Permit Application No. 2019-6, through Resolution No. 2019-12. Motion carried by the following vote:

REEDLEY PLANNING COMMISSION REGULAR MEETING – October 3, 2019

AYES: Hudson, Luzania, Perez.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Conrad, Custodio.

DIRECTOR'S REPORT

Director R. Terry provided an update on community development activity.

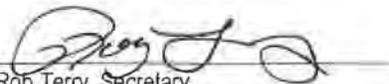
FUTURE AGENDA ITEMS

- October 17, 2019 – None at this time
- November 7, 2019 – None at this time
- November 14, 2019 – Tentative Map Extension Request and Farmland Preservation Workshop
- November 21, 2019 – None at this time
- December 5, 2019 – None at this time
- December 19, 2019 – None at this time

ADJOURNMENT

Meeting adjourned at 6:24 p.m.

ATTEST:

  
Rob Terry, Secretary

  
Pete Perez, Chair  
Reedley Planning Commission

**MINUTES**  
**REEDLEY AIRPORT COMMISSION MEETING**  
Thursday, October 3, 2019 at 4:00 p.m.

#18

1. **CALL TO ORDER**  
A meeting of the Reedley Airport Commission was held at the Reedley Community Center, 100 N. East Avenue, Reedley, California and called to order by Carl Smith at 4:00 p.m.
2. **ROLL CALL AND INTRODUCTION OF GUESTS**
  - A. Commissioners Present: Carl Smith, Chairperson; Robert Harris, Anthony Jewell; and Robert Mason.
  - B. Commissioners Absent: Mark Cacioppo
  - C. Staff Present: Sarah Reid, Airport Manager; Kayla Cheney, Administrative Assistant.
  - D. Others present: Butch Agrifoglio
3. **APPROVAL OF MINUTES**
  - A. Motion by Commissioner Smith, seconded by Commissioner Jewell to approve the July 18, 2019 Airport Commission minutes. Motion carried.
4. **PUBLIC DISCUSSION – None.**
5. **ORAL AND WRITTEN COMMUNICATIONS – None.**
6. **UNFINISHED BUSINESS**
  - A. **Airport Barbeque Planning** – Reid stated Susan Bell will come talk and have her plane on display for the Airport Barbeque. Reid is going to double check with Bell to make sure she has the correct date, for May 16, 2020. The Commissioners expressed that they would like to see if Bell can bring a video of her performing her Aerobatics since she will not be able to perform for the Barbeque. Bell requested for her expense of \$100.00 to be covered, all commissioners were in favor. She plans to fly in that morning and leave once the event is over. Commissioner Jewell suggested for there to be enough food to serve about 500 meals, Commissioner Harris mentioned more pilots for the day of the barbeque would be helpful. Reid suggested that there be flyers displayed after the 1<sup>st</sup> of January, promoting the Airport Barbeque. Dick and Bert Rutan were suggested for the future barbeque.
7. **NEW BUSINESS**
  - A. **Elect Chairperson** – Commissioner Smith showed interest in being re-elected as Chairperson. Commissioner Harris motioned, second by Commissioner Jewell. Motion carried.
  - B. **Elect Vice Chairperson** –
  - C. **Commissioner Discussion** - Commissioner Jewell expressed he would like to see someone younger on the commission. He is currently working on recruiting from Reedley College. Specifically, someone that is studying aviation would be a great asset. Reid expressed to Commissioner Harris and Commissioner Mason that they are more than welcome to continue on the Commission until both spots are filled. Commissioner Harris expressed that he will serve till his spot is filled. Commissioner Harris also mentioned that whether he is on the commission or not by the time of the barbeque he is still wanting to help out.

## MINUTES

### REEDLEY AIRPORT COMMISSION MEETING

Thursday, October 3, 2019 at 4:00 p.m.

- C. **Revised Airport Capital Improvement Program** – The city did not receive a designed grant for this fiscal year because the FAA showed concern with having funds available for the years of construction. The FAA do not want to fund a designed grant and have it sit on a shelf. At the annual FAA meeting which was held on September 11, 2019, the FAA asked that the construction of the apron be extended into three phases instead of two. City staff shared with the FAA about positioning the airport funds to be prepared for the local match. The ACIP priorities have not changed with the next few years focusing on the apron pavement. Motion by Commissioner Smith, seconded by Commissioner Harris. Motion carries. This item will go to City Council on October 22, 2019.

#### 8. STAFF REPORTS

##### A. Airport Manager

- 1) The skylight blew off last year, and staff has found it challenging to find a vendor or contractor to do the work. A quote was received for one thousand dollars to replace the one skylight. Reid expressed that if a solution is not found there will be a fix before the rain comes. However, a fix for all skylights in all old hangars is the goal. Staff is trying to find a permanent fix knowing there are more skylights to come in the near future. Commissioner Jewell suggested that the skylight be fixed with side panels.
- 2) Association of California Airports Conference (ACA) was held September 10-12 in Tahoe. At the annual conference staff held a meeting with the FAA to discuss the ACIP and the meeting went very well. Commissioner Jewell would like a presentation to the Commission if possible.
- 3) Un update was provided to the Commission on the Electrical Planes from Joseph Oldham.

#### 9. COMMISSIONERS REPORTS

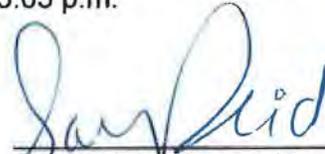
- A. Capital Improvements –None.
- B. Landscaping/Parking – Maintenance went out and sprayed the star thistle weeds. Weeds in between the runway and taxiway are dying off. The mower has been gone since June; it needs a new engine. Three thousand dollars of repairs is required. It should be returned in the next few weeks.
- C. Public Relations – None.
- D. Airport Promotion – None.
- E. BMX Track – The agreement is expiring in December. Reid mentioned this agreement is being worked through now.
- F. Hangar Development – None.
- G. Hangar Vacancies - None. There has been some movement, but no vacancies. However, the city has received a notice of termination for a tie down, which is disappointing since this is more rare to come by.

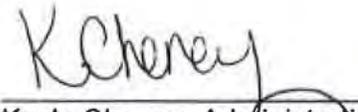
**MINUTES**  
**REEDLEY AIRPORT COMMISSION MEETING**  
Thursday, October 3, 2019 at 4:00 p.m.

10. ADJOURNMENT

As there was no further business to discuss, it was moved by Commissioner Harris, seconded by Commissioner Smith to adjourn at 5:05 p.m.

  
\_\_\_\_\_  
Carl Smith, Chairperson

  
\_\_\_\_\_  
Sarah Reid, Airport Manager

  
\_\_\_\_\_  
Kayla Cheney, Administrative Assistant



#19

## City of Reedley

Community Development Department  
1733 Ninth Street  
Reedley, CA 93654  
(559) 637-4200  
FAX 637-2139

### MEMORANDUM

TO: Reedley City Council Members

FROM: Rob Terry, AICP, Community Development Director *RT*

DATE: 12/10/2019

SUBJECT: **2020 Census Process Update**

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The 2020 Census process is upcoming, with U.S. Census Staff scheduled to be available at the Reedley Community Center on the first Monday of each month through Spring 2020. Attached are several flyers giving background, information and an overview of the Census process, and what it means to the general public. City Staff will continually be engaged with U.S. Census Staff to provide support and assistance on the local level, as needed.

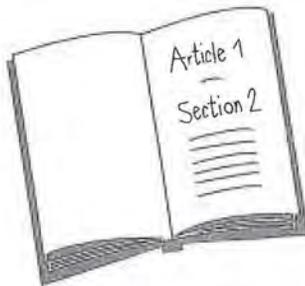
Questions on the Census process can be directed to Jesse C. Rodriguez, Partnership Specialist with the U.S. Census Bureau at [jesse.c.rodriguez@2020census.gov](mailto:jesse.c.rodriguez@2020census.gov). As a Reedley native, Jesse is extremely interested in our community's participation, and welcomes any questions and continued involvement.

# CENSUS 101: WHAT YOU NEED TO KNOW

The 2020 Census is closer than you think!  
Here's a quick refresher of what it is and why it's essential that everyone is counted.

## Everyone counts.

The census counts every person living in the U.S. once, only once, and in the right place.

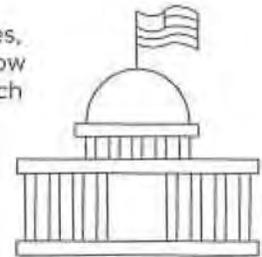


## It's in the constitution.

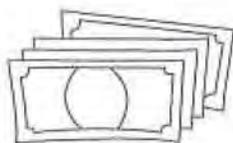
The U.S. Constitution mandates that everyone in the country be counted every 10 years. The first census was in 1790.

## It's about fair representation.

Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets.

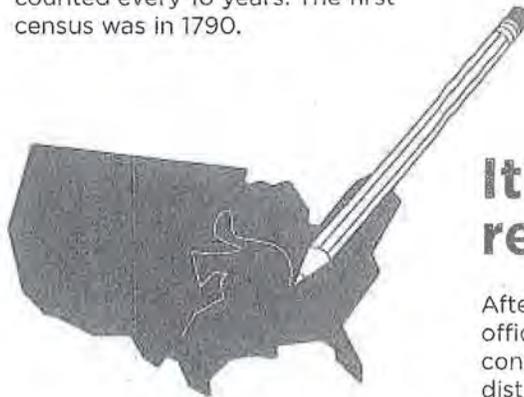


## It's about \$675 billion.



The distribution of more than \$675 billion in federal funds, grants and support to states, counties and communities are based on census data.

That money is spent on schools, hospitals, roads, public works and other vital programs.

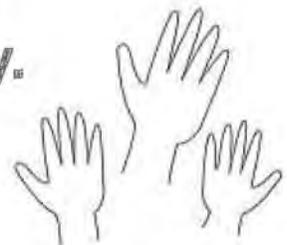


## It's about redistricting.

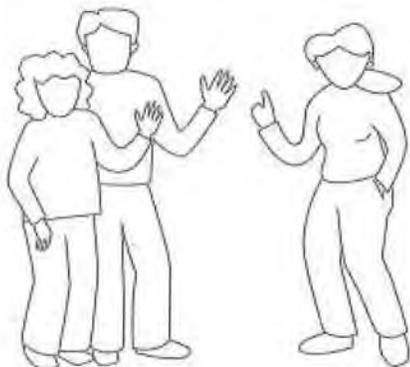
After each decade's census, state officials redraw the boundaries of the congressional and state legislative districts in their states to account for population shifts.

## Taking part is your civic duty.

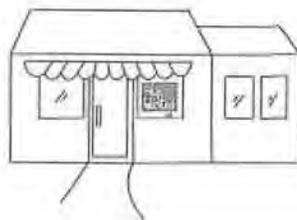
Completing the census is mandatory: it's a way to participate in our democracy and say "I COUNT!"



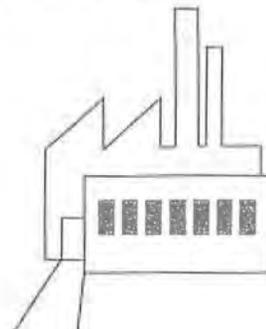
## Census data are being used all around you.



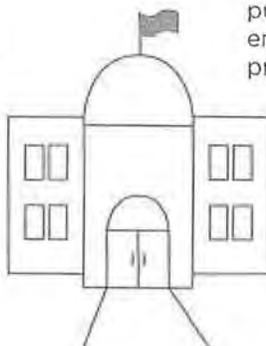
Residents use the census to support community initiatives involving legislation, quality-of-life and consumer advocacy.



Businesses use census data to decide where to build factories, offices and stores, which create jobs.



Local governments use the census for public safety and emergency preparedness.



Real estate developers use the census to build new homes and revitalize old neighborhoods.



## Your privacy is protected.

It's against the law for the Census Bureau to publicly release your responses in any way that could identify you or your household.

By law, the Census Bureau cannot share your answers with any other government agency.



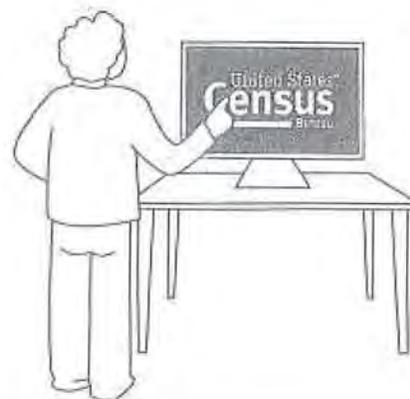
## 2020 will be easier than ever.

In 2020, you will be able to respond to the census online.



## You can help.

You are the expert—we need your ideas on the best way to make sure everyone in your community gets counted.



United States  
**Census**  
Bureau

FIND OUT HOW TO HELP  
AT [CENSUS.GOV/PARTNERS](https://www.census.gov/partners)

United States  
**Census**  
**2020**

# The 2020 Census and Confidentiality

*Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics—they cannot be used against you in any way. By law, all responses to U.S. Census Bureau household and business surveys are kept completely confidential.*

## Respond to the 2020 Census to shape the future.

Responding to the census helps communities get the funding they need and helps businesses make data-driven decisions that grow the economy. Census data impact our daily lives, informing important decisions about funding for services and infrastructure in your community, including health care, senior centers, jobs, political representation, roads, schools, and businesses. More than \$675 billion in federal funding flows back to states and local communities each year based on census data.



## Your census responses are safe and secure.

The Census Bureau is required by law to protect any personal information we collect and keep it strictly confidential. The Census Bureau can only use your answers to produce statistics. In fact, every Census Bureau employee takes an oath to protect your personal information for life. Your answers cannot be used for law enforcement purposes or to determine your personal eligibility for government benefits.

## By law, your responses cannot be used against you.

By law, your census responses cannot be used against you by any government agency or court in any way—not by the Federal Bureau of Investigation (FBI), not by the Central Intelligence Agency (CIA), not by the Department of Homeland Security (DHS), and not by U.S. Immigration and Customs Enforcement (ICE). The law requires the Census Bureau to keep your information confidential and use your responses only to produce statistics.



## The law is clear—no personal information can be shared.

Under Title 13 of the U.S. Code, the Census Bureau cannot release any identifiable information about individuals, households, or businesses, even to law enforcement agencies.

The law states that the information collected may only be used for statistical purposes and no other purpose.

To support historical research, Title 44 of the U.S. Code allows the National Archives and Records Administration to release census records only after 72 years.

All Census Bureau staff take a lifetime oath to protect your personal information, and any violation comes with a penalty of up to \$250,000 and/or up to 5 years in prison.

## **There are no exceptions.**

The law requires the Census Bureau to keep everyone's information confidential. By law, your responses cannot be used against you by any government agency or court in any way. The Census Bureau will not share an individual's responses with immigration enforcement agencies, law enforcement agencies, or allow that information to be used to determine eligibility for government benefits. Title 13 makes it very clear that the data we collect can only be used for statistical purposes—we cannot allow it to be used for anything else, including law enforcement.

## **It's your choice: you can respond securely online, by mail, or by phone.**

You will have the option of responding online, by mail, or by phone. Households that don't respond in one of these ways will be visited by a census taker to collect the information in person. Regardless of how you respond, your personal information is protected by law.

## **Your online responses are safe from hacking and other cyberthreats.**

The Census Bureau takes strong precautions to keep online responses secure. All data submitted online are encrypted to protect personal privacy, and our cybersecurity program meets the highest and most recent standards for protecting personal information. Once the data are received, they are no longer online. From the moment the Census Bureau collects responses, our focus and legal obligation is to keep them safe.

## **We are committed to confidentiality.**

At the U.S. Census Bureau, we are absolutely committed to keeping your responses confidential. This commitment means it is safe to provide your answers and know that they will only be used to paint a statistical portrait of our nation and communities.

Learn more about the Census Bureau's data protection and privacy program at [www.census.gov/privacy](http://www.census.gov/privacy).



## **Laws protecting personal census information have withstood challenges.**

In 1982, the U.S. Supreme Court confirmed that even addresses are confidential and cannot be disclosed through legal discovery or the Freedom of Information Act (FOIA). In 2010, the U.S. Justice Department determined that the Patriot Act does not override the law that protects the confidentiality of individual census responses. No court of law can subpoena census responses.

# Partnerships at a Glance

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**Join us as a partner and become part of a powerful network of government, nonprofit, corporate, and community organizations. Together, we can develop solutions to effectively reach everyone and encourage them to respond to the 2020 Census.**

## **WHAT IS THE DECENNIAL CENSUS?**

Every 10 years, the federal government conducts a population count of everyone in the United States. Data from the census provide the basis for distributing more than \$675 billion in federal funds annually to communities across the country to support vital programs—impacting housing, education, transportation, employment, health care, and public policy. They are also used to redraw the boundaries of congressional and state legislative districts and accurately determine the number of congressional seats each state has in the U.S. House of Representatives.

## **HOW ARE CENSUS DATA USED?**

The 2020 Census is important for you and your community. The results help you understand how demographics—including income and education levels—and population size are changing in your area. Businesses, researchers, and policymakers depend on the high-quality data provided by the U.S. Census Bureau to make important decisions such as:

- Where to build schools, roads, and hospitals.
- Where to open new stores and expand operations.
- What products and services to sell.
- What new policies and public programs will be most helpful in your community.

## **WHY IS A COMPLETE AND ACCURATE COUNT SO IMPORTANT?**

The census is a valuable tool for improving communities across the country. If your community members don't respond, your community may not receive the funding it needs. It is important that everyone understand the importance of the census.

## **WHY SHOULD I BECOME A 2020 CENSUS PARTNER?**

As a trusted voice, you have a critical role to play in reaching the communities you serve. You can support our goal of a complete and accurate count by explaining to your community, customers, members, or stakeholders why participating is important. By partnering with the Census Bureau, you serve as a 2020 Census ambassador. Your efforts in spreading the message and mobilizing your stakeholders to respond to the census will provide accurate data for your community.

Serving as a 2020 Census partner means you can help ensure that the people you care about are accurately counted and represented, which in turn will increase the accuracy of the census data that are used by organizations like yours to make important decisions.

## WHAT OUTREACH RESOURCES EXIST FOR 2020 CENSUS PARTNERS?

Outreach is not a one-size-fits-all approach. That is why the Census Bureau provides various types of resources to help partners tailor their outreach to their communities. As a partner, you will have access to:

- A community outreach toolkit (with a Census 101 handout, printable stickers, and outreach tips and tricks).
- Mapping tools to better understand the demographic composition and characteristics of your communities.
- Resources on Census Bureau confidentiality and data security efforts to keep census responses secure.

## WHAT CAN I DO AS A 2020 CENSUS PARTNER?

There are many ways to make a difference as a 2020 Census partner, including by:

- Using Census Bureau tools, information, and messaging in creative ways to increase public participation—for example, through newsletters, co-branded products, and social media.
- Providing information to your community, customers, members, or stakeholders about the importance and benefits of participating in the 2020 Census.
- Hosting a workshop to develop possible solutions to 2020 Census challenges in your community and generate commitments to tackle them.
- Forming and getting involved in a Census Complete Count Committee to educate and motivate residents to participate in the 2020 Census. To learn more about the Complete Count Committees or to start one in your community, visit [census.gov/2020completecount](https://www.census.gov/2020completecount).
- Inviting Census Bureau officials to present at your next event.

- Signing up and being recognized.
- Encouraging people in your community to work for the Census Bureau, and sharing this link with them: [2020census.gov/jobs](https://www.2020census.gov/jobs).

## INTERESTED IN PARTNERING WITH THE CENSUS BUREAU?

National organizations interested in partnering with the Census Bureau can contact the 2020 Census Partnership Program at [census.partners@census.gov](mailto:census.partners@census.gov) to share ideas about how we can work together to ensure a complete and accurate count.

State and local organizations can reach out to their regional census center using the contact information below.

### Atlanta

Phone: 404-889-6520

E-mail: [Atlanta.rcc.partnership@2020census.gov](mailto:Atlanta.rcc.partnership@2020census.gov)

### Chicago

Phone: 312-579-1605

E-mail: [Chicago.rcc.partnership@2020census.gov](mailto:Chicago.rcc.partnership@2020census.gov)

### Dallas

Phone: 972-510-1800

E-mail: [Dallas.rcc.partnership@2020census.gov](mailto:Dallas.rcc.partnership@2020census.gov)

### Los Angeles

Phone: 213-314-6500

E-mail: [Los.Angeles.rcc.partnership@2020census.gov](mailto:Los.Angeles.rcc.partnership@2020census.gov)

### New York

Phone: 212-882-2130

E-mail: [New.York.rcc.partnership@2020census.gov](mailto:New.York.rcc.partnership@2020census.gov)

### Philadelphia

Phone: 267-780-2530

E-mail: [Philadelphia.rcc.partnership@2020census.gov](mailto:Philadelphia.rcc.partnership@2020census.gov)

We look forward to welcoming you as a Census Bureau partner!

## WHERE CAN I GO TO LEARN MORE?

To learn more about becoming a 2020 Census partner, visit [census.gov/partners](https://www.census.gov/partners).

For the latest updates on the 2020 Census, visit [2020census.gov](https://www.2020census.gov).

Connect with us  
[@uscensusbureau](https://twitter.com/uscensusbureau)

Shape  
your future  
START HERE >

United States®  
Census  
2020

The U.S. Census Bureau appreciates your support in ensuring the success of this monumental effort.

Your support as a 2020 Census partner is important. Here's why:

- Every year, more than \$675 billion in federal funds are awarded to states and communities based on census data. That's more than \$6.7 trillion distributed over a 10-year period.
- Census data guides local decision-makers in important community planning efforts, including where to build new roads, hospitals, and schools.
- Census data affects your voice in Congress. The 2020 Census determines how many seats each state will have in the U.S. House of Representatives, as well as the redistricting of state legislatures, county and city councils, and voting districts.

The goal of the Census Bureau's partnership program is to combine the strengths of local governments, community-based organizations, faith-based organizations, schools, media, businesses and others, to ensure a complete and accurate 2020 Census.

The Census Bureau will provide promotional materials, regular updates and data assistance to partners to assist in this effort.

Thank you for helping ensure the 2020 Census message is delivered to every corner of this nation and for working with us to ensure a complete and accurate **2020 Census**.

**There are many ways your organization can get involved and support the 2020 Census:**

*\*Please check activities in which you are interested in participating.*

<ul style="list-style-type: none"> <li><input type="checkbox"/> Appoint a liaison</li> <li><input type="checkbox"/> Encourage employees and constituents participation</li> <li><input type="checkbox"/> Display and/or distribute printed materials</li> <li><input type="checkbox"/> Identify job applicants/assist with recruiting</li> <li><input type="checkbox"/> Provide job applicants computer access to apply online</li> <li><input type="checkbox"/> Provide space for training</li> <li><input type="checkbox"/> Provide response tables</li> <li><input type="checkbox"/> Provide volunteers</li> <li><input type="checkbox"/> Put the 2020 Census on the agenda</li> <li><input type="checkbox"/> Form/host Complete Count Committee</li> <li><input type="checkbox"/> Serve on Complete Count Committee</li> <li><input type="checkbox"/> Allow the Census Bureau to post your organization's name on the 2020 Census website (if option is available)</li> <li><input type="checkbox"/> Use 2020 Census outreach messages/logos/materials</li> <li><input type="checkbox"/> Link the 2020 Census website from your organization's website</li> <li><input type="checkbox"/> Use and distribute educational materials</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Display digital materials via social media</li> <li><input type="checkbox"/> Provide speakers or participate in a speakers bureau for the 2020 Census</li> <li><input type="checkbox"/> Provide a translator and/or translate materials</li> <li><input type="checkbox"/> Issue a public endorsement</li> <li><input type="checkbox"/> Air or run 2020 Census promotions</li> <li><input type="checkbox"/> Engage local and regional chapters</li> <li><input type="checkbox"/> Provide speaking opportunities or exhibit space at conferences or trade shows</li> <li><input type="checkbox"/> Participate in partnership kick-off meetings</li> <li><input type="checkbox"/> Highlight key operational events in publications</li> <li><input type="checkbox"/> Volunteer or participate in 2020 Census events</li> <li><input type="checkbox"/> Host meetings</li> <li><input type="checkbox"/> Sponsor a census event</li> <li><input type="checkbox"/> Provide a list of shelter/soup kitchens</li> <li><input type="checkbox"/> Write/publish articles</li> <li><input type="checkbox"/> Use and distribute faith-based materials</li> <li><input type="checkbox"/> Use and distribute press releases</li> <li><input type="checkbox"/> Other: _____</li> </ul>
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Please fill out the information below so we can keep you and your organization updated on what's happening with the 2020 Census communications campaign, send you updates on relevant events and activities and provide you with outreach materials.

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Thank you for your support.**

**Reedley's River City Theatre Company**  
**Profit & Loss**  
 July through September 2019

#20

	Jul - Sep 19
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Production Income</b>	
Bar Sales	135.00
Dinner	316.80
Production Sponsor	5,000.00
Ticket Sales	22,031.76
<b>Total Production Income</b>	27,483.56
Rental Income	1,728.00
<b>Total Income</b>	29,211.56
<b>Gross Profit</b>	29,211.56
<b>Expense</b>	
<b>Advertising</b>	
Website	137.77
Advertising - Other	1,014.95
<b>Total Advertising</b>	1,152.72
Bank Ser & CC charges	2,109.15
<b>Food/Beverage</b>	
Bar	125.25
Dinners	3,760.78
Kitchen Supplies	461.74
<b>Total Food/Beverage</b>	4,347.77
Gift Card Processing	19.00
<b>Insurance</b>	
Liability Insurance	424.12
Workman's Comp Insurance	2,130.00
<b>Total Insurance</b>	2,554.12
Laundry	26.44
<b>Office</b>	
<b>Equipment</b>	
Copier/Printer Lease	1,451.50
<b>Total Equipment</b>	1,451.50
<b>Info System</b>	
Box Office Processing	148.25
<b>Total Info System</b>	148.25
Office - Other	79.18
<b>Total Office</b>	1,678.93
Payroll Expenses	2,892.42
<b>Production Expenses</b>	
Choreography	300.00
Costumes	500.00
Direction	353.87
<b>Music</b>	
Music Staff	1,175.00
<b>Total Music</b>	1,175.00
Production Staff	300.00
Props	89.77

**Reedley's River City Theatre Company**  
**Profit & Loss**  
 July through September 2019

	<b>Jul - Sep 19</b>
Royalties	2,859.92
Sets	785.02
Show A/V Batteries	37.07
Total Show A/V	37.07
Production Expenses - Other	2,752.28
Total Production Expenses	9,152.93
Professional Fees	
Accounting	14.26
Professional Fees - Other	34.80
Total Professional Fees	49.06
Reimbursement Expense	-296.98
Rent Expense	
Storage	246.00
Rent Expense - Other	3,000.00
Total Rent Expense	3,246.00
Repairs and Maintenance	
Disposal	174.74
Total Repairs and Maintenance	174.74
Streetscape	174.00
Taxes, Licenses, Fees	
CA Sales Tax	124.00
Taxes, Licenses, Fees - Other	140.99
Total Taxes, Licenses, Fees	264.99
Telephone	594.97
Total Expense	28,140.26
Net Ordinary Income	1,071.30
Other Income/Expense	
Other Income	
Contributions	
Fundraiser	
Hat Fundraiser	630.00
Total Fundraiser	630.00
Nightly Production Donation	2,007.00
Contributions - Other	345.48
Total Contributions	2,982.48
Total Other Income	2,982.48
Net Other Income	2,982.48
Net Income	4,053.78

**Reedley's River City Theatre Company**  
**Profit & Loss**  
 January through September 2019

	Jan - Sep 19
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Production Income</b>	
Bar Sales	208.00
Dessert Sales	24.27
Dinner	969.80
Production Sponsor	5,000.00
Ticket Sales	41,000.52
<b>Total Production Income</b>	47,202.59
<b>Reimbursement Received</b>	
Tax Refund	146.68
<b>Total Reimbursement Received</b>	146.68
<b>Rental Income</b>	1,728.00
River City	
Special Event	370.00
<b>Total River City</b>	370.00
<b>Total Income</b>	49,447.27
<b>Gross Profit</b>	49,447.27
<b>Expense</b>	
<b>Advertising</b>	
Website	475.07
Advertising - Other	1,014.95
<b>Total Advertising</b>	1,490.02
<b>Bank Ser &amp; CC charges</b>	4,180.46
<b>Food/Beverage</b>	
Bar	29.66
Desserts	930.91
Dinners	5,367.75
Kitchen Supplies	461.74
<b>Total Food/Beverage</b>	6,790.06
<b>Gift Card Processing</b>	97.55
<b>Insurance</b>	
Liability Insurance	838.27
Workman's Comp Insurance	4,494.00
<b>Total Insurance</b>	5,332.27
<b>Laundry</b>	361.96
<b>Office</b>	
<b>Equipment</b>	
Copier/Printer Lease	3,450.40
Office Phone	1,358.06
Equipment - Other	43.38
<b>Total Equipment</b>	4,851.84
<b>Info System</b>	
Box Office Processing	1,184.36
Info System - Other	480.00
<b>Total Info System</b>	1,664.36
<b>Supplies</b>	
Postage	10.20

**Reedley's River City Theatre Company**  
**Profit & Loss**  
 January through September 2019

	Jan - Sep 19
Total Supplies	10.20
Office - Other	138.68
<b>Total Office</b>	<b>6,665.08</b>
<b>Payroll Expenses</b>	<b>10,092.14</b>
<b>Production Expenses</b>	
Choreography	300.00
Costumes	635.48
Direction	353.87
Mileage	37.40
<b>Music</b>	
Music Staff	1,175.00
Music - Other	1,256.99
<b>Total Music</b>	<b>2,431.99</b>
Production Materials	93.97
Production Staff	300.00
Props	89.77
Royalties	3,415.84
Sets	1,215.19
<b>Show A/V</b>	
Batteries	59.81
Show A/V - Other	20.35
<b>Total Show A/V</b>	<b>80.16</b>
Production Expenses - Other	3,078.24
<b>Total Production Expenses</b>	<b>12,031.91</b>
<b>Professional Fees</b>	
Accounting	14.26
Professional Fees - Other	134.80
<b>Total Professional Fees</b>	<b>149.06</b>
<b>Reimbursement Expense</b>	<b>-296.98</b>
<b>Rent Expense</b>	
Storage	1,092.00
Rent Expense - Other	9,000.00
<b>Total Rent Expense</b>	<b>10,092.00</b>
<b>Repairs and Maintenance</b>	
Disposal	532.68
Opera House	636.42
Repairs and Maintenance - Other	36.32
<b>Total Repairs and Maintenance</b>	<b>1,205.42</b>
Severance Pay	2,100.00
Streetscape	174.00
<b>Taxes, Licenses, Fees</b>	
CA Sales Tax	269.00
Taxes, Licenses, Fees - Other	328.47
<b>Total Taxes, Licenses, Fees</b>	<b>597.47</b>
Telephone	594.97
<b>Total Expense</b>	<b>61,657.39</b>
<b>Net Ordinary Income</b>	<b>-12,210.12</b>

**Reedley's River City Theatre Company**  
**Profit & Loss**  
January through September 2019

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	<u>Jan - Sep 19</u>
Other Income/Expense	
Other Income	
Contributions	
Fundraiser	
Hat Fundraiser	630.00
Total Fundraiser	630.00
Nightly Production Donation	3,043.00
Unrestricted	7,100.00
Contributions - Other	2,510.58
Total Contributions	13,283.58
Total Other Income	13,283.58
Net Other Income	13,283.58
Net Income	<u>1,073.46</u>

Reedley's River City Theatre Company  
Report to the City of Reedley  
October 31, 2019  
For the period May 1, 2019 – September 30, 2019

May 2019

- 9 to 5 The Musical performed at the Opera House May 3 – May 19, the event was attended by 482 guests:
  - 39% from Reedley
  - 12% from Fresno
  - 49% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.)
  - 23 people volunteered each night for this event

June 2019

- RCTC was donated the use of a space, of over 3000 square feet, located at 1123 G Street. The space will be used as a rehearsal space and for costume storage.
- The theatre company organized more than 20 volunteers to move the bulk of costumes and props from the Opera House basement into the new storage space. The removal of clutter from the Opera House basement also addressed fire-safety concerns.
- The theatre company participated in the Street Faire in downtown Reedley promoting upcoming shows and events at the Opera House

July 2019

- Jekyll & Hyde performed at the Opera House July 12 – July 28. The event was attended by 651 guests:
  - 41% from Reedley
  - 19% from Fresno
  - 40% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.)
  - 36 people volunteered each night
  - Auditions for Legends: Hooray for Hollywood were scheduled for July 20

August 2019

- Legends: Hooray for Hollywood began its run at the Opera House August 23. The event was attended by 386 guests:
  - 50% from Reedley
  - 11% from Fresno
  - 39% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.)
  - 20 people volunteered each night for this event