

**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, July 27, 2021

**Meeting Held in the Council Chambers
845 "G" Street, Reedley, California
www.reedley.ca.gov**

The Council Chambers are accessible to the physically disabled. Requests for additional accommodations for the disabled, including auxiliary aids or to request translation services, should be made 48 hours 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.

The meeting will be webcast and accessed at: <http://www.reedley.com/livestream.php>

PLEASE SEE LAST PAGE OF AGENDA FOR ZOOM PARTICIPATION INSTRUCTIONS

Mary L. Fast, Mayor

Robert Beck, Mayor Pro Tem
Ray Soleno, Council Member

Anita Betancourt, Council Member
Matthew Tuttle, Council Member

MEETING CALLED TO ORDER

INVOCATION- Rev. Kaz Nakata, Reedley Buddhist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. PRESENTATION BY SHERIFF FOR CREEK FIRE MUTUAL AID

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 and a recommended action for each item is included, and will be voted upon as one item. If a Councilmember has questions, requests additional information, or wishes to comment on an item, the vote should not be taken until after questions have been addressed or comments made, and the public has had an opportunity to comment on the **Consent Agenda** items. If a Councilmember wishes to have an item considered individually or change the recommended action, then the item should be removed and acted upon as a separate item. A Councilmember'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 2-13)

Motion _____ 2nd _____

2. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF JUNE 22, 2021 - (City Clerk)
Staff Recommendation: Approve
3. RECOMMENDATION OF REJECTION OF CLAIM- SILVA, ERNESTO- (Administrative Services)
Staff Recommendation: Approve Claim Rejection
4. RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE AIRPORT RESCUE GRANT PROGRAM (ARGP) FOR THE REEDLEY MUNICIPAL AIRPORT – (Community Services)
Staff Recommendation: Approve
5. APPROVE & AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE A SUCCESSOR FIVE-YEAR ONLINE PURCHASE AGREEMENT WITH PARCELQUEST, INC. FOR ONLINE PROPERTY DATA SERVICES – (Administrative Services)
Staff Recommendation: Approve
6. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE ALL DOCUMENTS PERTAINING TO PURCHASE AND UPFITTING OF NINE (9) POLICE DEPARTMENT FLEET VEHICLES TOTALING \$500,000, WITH APPROPRIATIONS PREVIOUSLY APPROVED IN FY 21-22 BUDGET – (Police Department)
Staff Recommendation: Approve

7. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PURCHASING AGREEMENT ON BEHALF OF THE CITY OF REEDLEY, BETWEEN THE CITY OF REEDLEY AND AXON ENTERPRISE INC. FOR THE APPROVED PURCHASE OF A BODY WORN CAMERA SYSTEM – (Police Department)
Staff Recommendation: Approve
8. ADOPT RESOLUTION NO. 2021-066, ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE “I” STREET REHABILITATION PROJECT BETWEEN REED AVENUE AND DINUBA AVENUE, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER’S OFFICE– (Engineering)
Staff Recommendation: Approve
9. ADOPT RESOLUTION NO. 2021-067, ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE WASHINGTON AVENUE RECONSTRUCTION PROJECT BETWEEN COLUMBIA AVENUE AND HEMLOCK AVENUE, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER’S OFFICE– (Engineering)
Staff Recommendation: Approve
10. ADOPT RESOLUTION NO. 2021-069 APPROVING AND ACCEPTING THE FISCAL YEAR 2021-2022 CLAIMS FOR MEASURE C LOCAL TRANSPORTATION FUNDS FROM THE FRESNO COUNTY TRANSPORTATION AUTHORITY– (Engineering)
Staff Recommendation: Approve
11. RATIFY AND ADOPT RESOLUTION NO. 2021-070 AMENDING THE 2020-2021 ADOPTED BUDGET APPROPRIATING \$56,306 IN THE VEHICLE IMPACT FEE FUND FOR THE WASHINGTON AVENUE RECONSTRUCTION PROJECT BETWEEN COLUMBIA AVENUE AND HEMLOCK AVENUE TO RECOGNIZE PREVIOUSLY ALLOCATED FUNDS TO THIS PROJECT AND SERVING AS THE FINAL APPROPRIATION OF VIF FUNDS – (Engineering)
Staff Recommendation: Approve
12. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE “J” AND “K” REHABILITATION PROJECT
 - A. ADOPT RESOLUTION NO. 2021-074 WHICH REPLACES RESOLUTION 2021-052 RATIFYING THE CONSTRUCTION CONTRACT TO \$283,557 FOR TERRA WEST CONSTRUCTION INC. FOR THE “J” AND “K” REHABILITATION PROJECT
 - B. ADOPT BUDGET RESOLUTION NO. 2021-075 AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE AVAILABLE FUNDS IN THE AMOUNT OF \$59,652 FOR THE “J” AND “K” REHABILITATION PROJECT.
(Engineering)
Staff Recommendation: Approve
13. ADOPT RESOLUTION NO. 2021-076 AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF REEDLEY ACTIVE TRANSPORTATION AND PARKWAY MASTER PLAN – (Community Development)
Staff Recommendation: Approve

WORKSHOP

14. WORKSHOP ON THE STATUS OF THE FRANCHISING OF SOLID WASTE TO MID VALLEY DISPOSAL AND DISCUSSION REGARDING UPDATED ROUTE PLANS– Public Works

ADMINISTRATIVE BUSINESS

15. CONSIDERATION OF ITEMS PERTAINING TO REORGANIZATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT

A. ADOPT RESOLUTION NO. 2021-072 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING A MASTER SALARY TABLE FOR ALL EMPLOYEES OF THE CITY OF REEDLEY RECOGNIZING THE JOB CLASSIFICATION OF THE COMMUNITY DEVELOPMENT TECHNICIAN

B. ADOPT RESOLUTION NO. 2021-073 OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING A SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES RECOGNIZING THE JOB CLASSIFICATION OF COMMUNITY DEVELOPMENT TECHNICIAN

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

Staff Recommendation: Approve

COUNCIL REPORTS

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

STAFF REPORTS

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

CLOSED SESSION

18. Government Code Section 54956.9(d)(1)

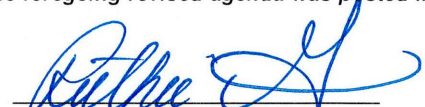
Conference with legal counsel – Existing Litigation

Claim from USA Waste of California, Inc. dba Waste Management of Fresno

RECONVENE TO OPEN SESSION

ADJOURNMENT

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 22nd day of July 2021.


Ruthie Greenwood, City Clerk

Zoom Participation:

The City Council is encouraging members of the public to observe and participate in the Council meeting virtually, to maximize the safety of all meeting participants. Reasonable efforts will be made to allow written and verbal comments from participants communicating with the host of the virtual

meeting. To do so, participants may “raise their hand” during public comment portions of the meeting using the electronic feature on the zoom program, and the City Clerk will inform the Mayor of the participant’s desire to provide public comment. Due to the new, untested format of these meetings, the City cannot guarantee that participants who wish to provide public comment, either in writing or verbally, will occur as expected. The “chat” feature on Zoom will not be monitored or used during the meeting.

Members of the public who wish to provide written comments are encouraged to submit their comments to the City Clerk at ruthie.greenwood@reedley.ca.gov at least two (2) hours prior to the start of the meeting to ensure that the comments will be available to the City Council. Please indicate the agenda item number to which the comment pertains. Written comments that do not specify a particular agenda item will be marked for the general public comment portion of the meeting. A copy of any written comment will be provided to the City Council at the meeting. Please note that written comments received will not be read aloud during the meeting, but will be included with the meeting minutes.

Dates to Remember:

August 10, 2021– Regular Council Meeting

August 24, 2021 – Going Dark

September 14, 2021– Regular Council Meeting

REEDLEY CITY COUNCIL MEETING – June 22, 2021

A complete audio record of the minutes is available at www.reedley.ca.gov

The meeting of Reedley City Council called to order by Mayor Fast at 7:01 p.m. on Tuesday, June 22, 2021 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Russ Robertson, Public Works Director

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Soleno.

ROLL CALL

Council Members

Present: Robert Beck, Anita Betancourt, Ray Soleno, Matthew Tuttle, Mary Fast

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. JULY IS PARKS & RECREATION MONTH PROCLAMATION**

Community Services Director, Sarah Reid, Recreation Coordinator, Madison Mitchell, along with several members from various Community Services Department programs provided highlights from their specific programs. The Parks & Recreation Month Proclamation was read by staff and Mayor.

PUBLIC COMMENT

None.

CONSENT AGENDA (Item 2-9)

Motion _____ 2nd _____

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

2. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETINGS OF MAY 25, 2021 AND JUNE 8, 2021 - *Approved*
3. RECOMMENDATION OF REJECTION OF CLAIM-LUNA, CRISTYANN A – *Approved Claim Rejection*
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SIERRA KINGS HEALTH CARE DISTRICT (SKHCD) SPECIAL INITIATIVE AGREEMENT FOR THE RIVER PARKS WATER SAFETY MATERIALS - *Approved*
5. ADOPT RESOLUTION NO. 2021-033 APPROVING THE AMENDING OF THE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE ONE OF VESTING TENTATIVE SUBDIVISION MAP 6229 – *Approved*
6. CONSIDER THE FOLLOWING ITEMS (A), (B), AND (C) FOR THE ANNEXATION OF TRACT 6196 PHASES II AND III (REED AND ASPEN) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1.

REEDLEY CITY COUNCIL MEETING – June 22, 2021

- A. ADOPT RESOLUTION NO. 2021-058 INITIATING PROCEEDINGS FOR THE APPROVAL OF THE ANNEXATION OF TERRITORY (TRACT 6196 PHASES II AND III) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AS ZONE BB, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN SUCH ANNEXATION COMMENCING WITH FISCAL YEAR 2022-2023 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH
 - B. ADOPT RESOLUTION NO. 2021-059 APPROVING THE ENGINEER'S REPORT FOR ZONE BB AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH ANNEXATION COMMENCING WITH FISCAL YEAR 2022-2023.
 - C. ADOPT RESOLUTION NO. 2021-060 DECLARING THE INTENTION TO ORDER THE APPROVAL OF THE ANNEXATION OF TERRITORY (TRACT 6196 PHASES II AND III) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AS ZONE BB, TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH ANNEXATION COMMENCING WITH FISCAL YEAR 2022-2023 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING. –*Approved*
7. CONSIDER THE FOLLOWING ITEMS (A), (B), AND (C) FOR THE ANNEXATION OF TRACT 6178 (FRANKWOOD AND SOUTH) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1.
- A. ADOPT RESOLUTION NO. 2021-061 INITIATING PROCEEDINGS FOR THE APPROVAL OF THE ANNEXATION OF TERRITORY (TRACT 6178) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AS ZONE AA, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN SUCH ANNEXATION COMMENCING WITH FISCAL YEAR 2022-2023 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN CONNECTION THEREWITH.
 - B. ADOPT RESOLUTION NO. 2021-062 APPROVING THE ENGINEER'S REPORT FOR ZONE AA AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH ANNEXATION COMMENCING WITH FISCAL YEAR 2022-2023.
 - C. ADOPT RESOLUTION NO. 2021-063 DECLARING THE INTENTION TO ORDER THE APPROVAL OF THE ANNEXATION OF TERRITORY (TRACT 6178) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AS ZONE AA, TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH ANNEXATION COMMENCING WITH FISCAL YEAR 2022-2023 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING. –*Approved*
8. ADOPT RESOLUTION NO. 2021-064, ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE MANNING AVE PHASE I PROJECT FROM I STREET TO FRANKWOOD AVENUE, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE –*Approved*
9. ADOPT RESOLUTION NO. 2021-065 AMENDING THE 2020-21 ADOPTED BUDGET RECOGNIZING AND APPROPRIATING IN THE GENERAL FUND A DONATION OF \$10,000 TOWARDS THE PURCHASE OF THE NEW CITY CHRISTMAS TREE –*Approved*

PUBLIC HEARING

10. ADOPT RESOLUTION NO. 2021-057 LEVYING THE FISCAL YEAR 2021-2022 ANNUAL ASSESSMENTS FOR THE CITY OF REEDLEY LANDSCAPING AND LIGHTING DISTRICT NO. 1

City Engineer, Marilu Morales stated the Landscaping Lighting Maintenance District No. 1 is composed of 24 zones. On May 25, 2021 the City Council initiated the proceeding for the annual levy and collection of assessments and preliminarily approved the Engineer's Report with the reviewed assessment to Zone F based on the ballot proceedings held on May 25, 2021.

REEDLEY CITY COUNCIL MEETING – June 22, 2021

Public Hearing Opened: 7:16pm

Public Comment:

None.

Public Hearing Closed: 7:16pm

Council Member Soleno moved, Council Member Tuttle seconded to accept and ADOPT RESOLUTION NO. 2021-057 LEVYING THE FISCAL YEAR 2021-2022 ANNUAL ASSESSMENTS FOR THE CITY OF REEDLEY LANDSCAPING AND LIGHTING DISTRICT NO. 1

Motion unanimously **carried**.

11. CONSIDER FOURTH REQUEST FROM RIVER CITY THEATRE COMPANY (RCTC) FOR RENT PAYMENTS TO BE WAVED FOR THE MONTHS OF JUNE, JULY AND AUGUST 2021 DUE TO THE FINANCIAL IMPACT OF COVID-19

Community Services Director, Sarah Reid explained Staff received a fourth request from the River City Theatre Company for rent payments, for use of the Opera House to be waived for the months of June, July and August 2021 due to the financial impact of Covid.

President of River City Theatre Company Board of Directors, Mark Luzania spoke to Council regarding how the theatre company was impacted by Covid. Mr. Luzania discussed new innovative ways River City Theatre Company is branching out to the community including offering a summer camp. Mr. Luzania explained there was also scholarship opportunities to children who could not afford to pay for the camp. River City Theatre Company also applied for two grants for financial assistance but they have not heard if they were successful in the grant process.

Council Member Beck moved, Council Member Tuttle seconded to accept and CONSIDER FOURTH REQUEST FROM RIVER CITY THEATRE COMPANY (RCTC) FOR RENT PAYMENTS TO BE WAVED FOR THE MONTHS OF JUNE, JULY AND AUGUST 2021 DUE TO THE FINANCIAL IMPACT OF COVID-19

Motion unanimously **carried**.

12. WORKSHOP ON PROPOSED MEASURES FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR ZONES A, B, D, E, F, G AND H

City Engineer, Marilu Morales explained on May 25, 2021 Proposition 218 ballots were opened for proposed new or increased assessments for the Landscaping and Lighting Maintenance District No. 1 Zones A, B, D, E, F, G and H. Zone F ballot passed and will be assessed for the new amount for fiscal year 2021-2022. The remaining 6 zones did not pass. Before any changes are made to the zones that did not pass there will be a community meeting held on June 24, 2021. Council's questions were answered by City Manager, Nicole Zieba and City Engineer, Marilu Morales.

Public Comment:

None.

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 Betancourt:

- Thanked the Engineering Department for doing a great job with the paving on Washington Avenue.

Mayor Fast:

- Thanked Engineering Department for paving of I Street and how quickly it was completed.
- Stated Washington Avenue paving looks great.

REEDLEY CITY COUNCIL MEETING – June 22, 2021
STAFF REPORTS

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

City Manager, Nicole Zieba

- Provided a Covid update.
- Discussed going dark the Council meetings of July 13th and August 27, 2021.
- Mentioned the new lights on the Reedley water towers.

Community Services Director, Sarah Reid

- Provided an update regarding the grant project for Camacho Park.

Community Development Director, Rob Terry

- Was notified by Cal Trans the grant application was successful for the local Active Transportation Plan.

CLOSED SESSION

15. Government Code Section 54956.9

Conference with legal counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Subdivisions (d)(2) and (e)(1) of Section 54956.9

One potential case

Public Comment:

None.

CLOSED SESSION at 8:11 p.m.

Meeting reconvened to OPEN SESSION at 9:22 p.m.

City Attorney, Scott Cross reported that no action was taken in closed session.

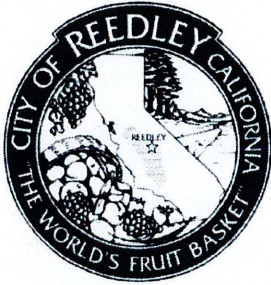
ADJOURNMENT

Mayor Fast adjourned the regular meeting at 9:22 p.m.

Mayor Mary Fast

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 3

DATE: July 27, 2021

TITLE: RECOMMENDATION OF REJECTION OF CLAIM – SILVA, ERNESTO

SUBMITTED: Amar Bains, Accountant *AB*

REVIEWED: Paul A. Melikian, Assistant City Manager *PM*

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

RECOMMENDATION

That the City Council deny a claim received from Ernesto Silva on November 12, 2020. The claim was forwarded to Acclamation Insurance Management Services (AIMS) for investigation.

BACKGROUND

According to the Claim Form, on "May 20, 2020," the claimant sustained injury to his left leg and knee at 683 N. Haney Avenue in Reedley, CA. Yet, the date of discovery was October 1, 2020. The details of the incident were not provided. Rather than putting down a dollar amount being claimed, the claimant requested whatever compensation was appropriate for his injury.

In the first amended Claim Form, the claimant provided loss photographs both pre and post repair. The claimant said that the raised sidewalk was filled in after the fall. The claimant said that it was a large uneven lift in the sidewalk. The claimant also included images of what he referred to as "superficial" injuries to his knee and leg.

Based upon AIMS' investigation, there was no notice to the City about the raised sidewalk prior to May 20, 2020. Once the City was notified of the lifted sidewalk, the City immediately made "temporary" repairs and also notified the property owner to make permanent repairs since property owners are the ones responsible for maintaining and repairing the sidewalk.

AIMS did not find evidence of negligence and /or liability on the part of the City of Reedley and therefore rejection of claim has been recommended.

ATTACHMENTS

1. Letter from Claimant
2. AIMS Denial Letter

CLAIM FORM

(Please Type Or Print)

CLAIM AGAINST City of Reedley
(Name of Entity)

Claimant's name: ERNESTO V SILVA

SS# [REDACTED] DOB 11/11/1971 Gender: Male ☒ Female ☐

Claimant's address: Reedley CA 93654

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 9/20/2020

Date injuries, damages, or losses were discovered: 10-1-2020

Location of incident/accident: 683 N. HWY AVE Reedley CA 93654

What did entity or employee do to cause this loss, damage, or injury? _____

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? I hurt my left leg
my knee

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] _____

What ever is just according to my injured
How was this amount calculated (please itemize)? _____

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 11-10-2020 Signature: [Signature]

If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____



June 7, 2021

Ernesto Silva
1362 E. El Dorado Avenue
Reedley, CA 93654

RE: Insured : City of Reedley
Claimant : Silva, Ernesto
Date of Loss : May 20, 2020
Our File No. : FR99459

Dear Mr. Silva:

Please be advised that the City of Reedley is a member of the Central San Joaquin Valley Risk Management Authority. Acclamation Insurance Management Services (AIMS), as the Third Party Administrator for liability, conducts investigations on their behalf. The claim that you filed with the City of Reedley has been referred to AIMS for investigation and recommendation to the City.

We have completed our investigation with regard to your trip and fall accident that took place on the sidewalk at 683 N. Haney Avenue in Reedley, CA on May 20, 2020, for which you are seeking \$10,000.00 in damages from the City.

Based upon our investigation, there was no notice to the City about the raised sidewalk prior to May 20, 2020. Pursuant to immunities available to the City, under the California Government Codes, the entity must have prior notice of a condition, and adequate time to make repairs for any liability to be assessed against them. Once the City was notified of the lifted sidewalk, the City immediately made "temporary" repairs. The City also notified the property owner to make permanent repairs.

Also, the City did not create the alleged dangerous condition. Per our discussion and according to the City, the property owner's trees created the lifted sidewalk and the property owners are responsible for maintaining and repairing the sidewalk. Property owners are required to maintain sidewalks in a condition that will not endanger the public or interfere with public convenience, pursuant to the Streets and Highways Code. However, the property owner (nor the City) has a duty to keep their sidewalks in perfect condition.

P.O. Box 26597
Fresno, CA 93729-6597
Phone 559.227.9972
Fax 559.227.1579
CAL. LIC. 2G17034

There is also the issue of the lifted sidewalk being a trivial defect, as a matter of law. A trivial defect is one that does not pose a substantial risk of injury to a person properly using the area for the purpose intended. A trivial defect is a vertical change in elevation of 1 to 1 ½ inches unless there are aggravating surrounding factors. In other words, the City has to take into consideration the totality of the circumstances that led up to your trip and fall injury such as the physical characteristics of the alleged defect (i.e. jagged edges, broken pieces, etc.), and the setting (i.e., lighting, time of occurrence, weather etc.) However, per our investigation we found no aggravating surrounding factors.

Furthermore, your inattention was a significant factor especially you are familiar with the loss location.

In conclusion, in order for the City of Reedley to be responsible or have liability in this matter, the damage must be caused by a "dangerous condition" of public property that creates reasonably foreseeable risk. Government Code Sections 835 and 835.2 apply:

835. Except as provided by statute, a public entity is liable for injury caused by a dangerous condition of its property if the plaintiff establishes that the property was in a dangerous condition at the time of the injury, that the dangerous condition created a foreseeable risk of the kind of the injury which has occurred, and that either:

- a) A negligent or wrongful act of or omission of an employee of the public entity within the scope of his employment created the dangerous condition; or
- b) The public entity has actual or constructive notice of the dangerous condition under Section 835.2 and sufficient time prior to the injury to have taken measures to protect against the dangerous condition.

Since we find no evidence of negligence and/or liability on the part of the City of Reedley, we cannot recommend to the City that they accept any responsibility for your damages. Therefore, it will be our recommendation to the City of Reedley that your claim be rejected. If approved by the City, you will receive a formal Rejection Notice from the City by mail in the near future. We recommend that you read the notice carefully, as it outlines your rights under California Law.

Please be aware that pursuant to Sections 128.5 et seq. and 1038 of the California Code of Civil Procedures, the City of Reedley will seek to recover all costs of defense in the event a legal action is filed on the matter and it is determined that the action was not filed in good faith and with reasonable cause, or as otherwise determined to justify the imposition of attorney's fees and costs of suit pursuant to such sections, as well any other sections or laws inuring to the benefit of the City of Reedley, its officers, officials, employees, agents or representatives.

Sincerely,
Suzanne E. Johnson
AIMS Claims Specialist

Copy: City of Reedley



REEDLEY CITY COUNCIL

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

ITEM NO: 4

DATE: July 27, 2021

TITLE: RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE AIRPORT RESCUE GRANT PROGRAM (ARGP) FOR THE REEDLEY MUNICIPAL AIRPORT

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Ratify the authorization for City Manager to execute an agreement for Airport Rescue Grant Program (ARGP) for the Reedley Municipal Airport. The purpose of these funds is to provide economic relief to airports in response to the Covid-19 pandemic.

EXECUTIVE SUMMARY

On March 11, 2021, the American Rescue Plan Act of 2021 was signed into law. This law includes nearly \$8 billion in funding to be awarded as economic relief to eligible U.S. Airports to prevent, prepare, and respond to the Covid-19 pandemic. The Federal Aviation Administration (FAA) has established the Airport Rescue Grant Program (ARGP) to distribute the funding and will assist sponsored airports through the application and reimbursement process. The Reedley Municipal Airport qualifies for \$32,000 to use towards operational expenses such as payroll, utility bills, ground maintenance costs or payment of debt service.

FISCAL IMPACT

The Airport Enterprise Account will receive reimbursement from the Federal Government for operational expenses not to exceed \$32,000.

PRIOR COUNCIL ACTIONS

On April 28, 2020, City Council approved and authorized the City Manager to sign an application for Federal Assistance under the Coronavirus Aid, Relief and Economics Security Act which provided the Reedley Municipal Airport \$30,000. On April 27, 2021, City Council approved the agreement for Airport Coronavirus Relief Grant Program (ACRGP) which provided the Reedley Municipal Airport \$13,000.

ATTACHMENTS

Airport Rescue Grant Program (ARGP) Grant Application

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:

NA

4. Applicant Identifier:

O32 (Reedley Municipal) Reedley, CA

*5b. Federal Entity Identifier:

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):

94-6000402

*c. Organizational DUNS:

00-494-0631

d. Address:

*Street 1: 845 G. Street

Street 2: _____

*City: REEDLEY

County/Parish: _____

*State: CA

Province: _____

*Country: USA: United States

*Zip / Postal Code 93654

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix: Ms *First Name: Nicole

Middle Name: _____

*Last Name: Zieba

Suffix: _____

Title: City Manager

Organizational Affiliation:

*Telephone Number: 559-637-4200, ext 211

Fax Number:

*Email: Nicole.Zieba@reedley.ca.gov

Application for Federal Assistance SF-424

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

X. Airport Sponsor

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:**

NA _____

*Title:

NA _____

13. Competition Identification Number:

NA _____

Title:

NA _____

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

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

\$32,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 21

*b. Program/Project: 22

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

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	\$32,000
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$32,000

***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: Ms *First Name: Nicole

Middle Name: _____

*Last Name: Zieba


Suffix: _____

*Title: City Manager

*Telephone Number: 559-637-4200, ext 211

Fax Number: _____

* Email: Nicole.Zieba@reedley.ca.gov

*Signature of Authorized Representative: 

*Date Signed: 6/24/24



REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: July 27, 2021

TITLE: APPROVE & AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE A SUCCESSOR FIVE-YEAR ONLINE PURCHASE AGREEMENT WITH PARCELQUEST, INC. FOR ONLINE PROPERTY DATA SERVICES

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

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

RECOMMENDATION

That the City Council approve and authorize the City Manager or designee to execute a successor five-year agreement with ParcelQuest, Inc. for online property data services, retaining the existing vendor.

BACKGROUND

A majority of city departments require up to date property data and maps to support their operations. ParcelQuest, Inc. has been providing this service to the city since 2016 under a five-year License Agreement approved by the City Council on February 23, 2016. The service has a high utilization rate by staff, and is especially critical to engineering, code enforcement, utilities, planning and building, development, and public works activities. ParcelQuest is also used for legally required notifications to property owners within legal proximity requirements (i.e., 100 ft., 300 ft.) that auto generates custom mailing lists.

The License Agreement ended in February 2021, and, per the terms, the service reverted to a year-to-year agreement, whereupon ParcelQuest could levy a fee increase each year. The annual fee of \$5,000 remained unchanged for the February 2021-January 2022 period; however, ParcelQuest representatives let us know that an increase would be coming next year. Fortunately, a multi-year option is still available, allowing the City to lock in better pricing by committing to a longer service term.

FISCAL IMPACT

Under the terms of the successor Agreement, ParcelQuest, Inc. will fix their annual fee at \$6,245 per year for the next five years, February 1, 2022 to January 31, 2027. The current annual fee of \$5,000 has been in place for two years following a scheduled step up in fees paid over the last five years. The annual fee would continue to be split between all city departments who utilize the service.

ATTACHMENTS

Online Purchase Agreement with ParcelQuest, Inc.

PARCELQUEST ONLINE PURCHASE AGREEMENT

This ParcelQuest Online Purchase Agreement ("Agreement") is entered into between ParcelQuest, a California corporation ("ParcelQuest"), and City of Reedley, a California corporation ("Customer") (collectively, the "Parties," or individually, a "Party"). This Agreement is effective upon execution by ParcelQuest ("Effective Date"). The Parties agree as follows:

- I. DESIGNATED USERS:** Customer is purchasing, and ParcelQuest shall provide, for the fees described in this Agreement, the number of Logins shown in the Total column of Table 1 below. Each Login shall provide access to the Online Service Website according to one of the Service Levels listed below and in the quantities shown in each Service Level column. The number of Logins shown in the Total column should equal the sum of the number of Logins shown in each Service Level column. Features available at each Service Level may change from time to time according to definitions published on publicly available areas of the Online Service Website. Such changes shall not affect the validity or enforceability of any part of this Agreement, including but not limited to the fees due under the terms of this Agreement.

	Service Level			Total
	Standard	Navigator	Aviator	
Designated Users	0	10	0	10

Table 1: Designated Users by Service Level

- II. FEATURE ACCESSES & FEES:** Customer is purchasing, and ParcelQuest shall provide, for the fees described in this Agreement, the quantity of Included Feature Accesses per Month per Designated User according to the Service Levels shown in Table 2 below. Feature Accesses made by Designated Users in excess of the Included Feature Access quantities listed shall be charged according to the Cost Per Additional Feature Access shown.

Feature	Included Feature Accesses Per Month by Service Level			Cost Per Additional Feature Access	Description (for informational purposes only)
	Standard	Navigator	Aviator		
Searches	Unlimited	Unlimited	Unlimited	\$0.00	Clicking the "View Results" button on the Search screen
Property Profiles	Unlimited	Unlimited	Unlimited	\$0.00	Viewing any of the Detail screens (Assessor, Docs & Sales History, etc.)
APN Maps	Unlimited	Unlimited	Unlimited	\$0.00	Clicking on a hyperlink to get an Assessor Parcel Map
Labels	Not Available	10,000	10,000	\$ 0.10	Label – Mailing – w/ or w/o APN Label – Situs – w/ or w/o APN
Document Images	0	0	0	\$ 5.00	Purchasing documents in the Docs & Sales History or Assessor Data tabs.
Docs & Sales History Report	0	0	Unlimited	\$ 19.95	Clicking the "Print PDF" button on the Docs & Sales History Screen
Export Mailing data	Not Available	1,000	10,000	Nav = \$ 0.25 Av = \$ 0.10	CSV – Address
Export Values data	Not Available	1,000	10,000	Nav = \$ 0.25 Av = \$ 0.10	CSV – Address, Values
Export Complete data record	Not Available	1,000	10,000	Nav = \$ 0.25 Av = \$ 0.10	CSV – Address, Values, Chars
Export List View	Not Available	1,000*	10,000*	Nav = \$ 0.25 Av = \$ 0.10	CSV – List View
Export Default Tax data	Not Available	Not Available	10,000	\$ 0.10	CSV – Default Tax
Export Parcel Shapes with Mailing data	Not Available	0	0	\$ 3.00	ESRI – Address KML – Address
Export Parcel Shapes with Values data	Not Available	0	0	\$ 3.25	ESRI – Address, Values KML – Address, Values
Export Parcel Shapes with Complete data record	Not Available	0	0	\$ 5.00	ESRI – Address, Values, Chars KML – Address, Values, Chars

*List View Exports are calculated based on the data elements in the exported list; whether from Mailing, Values, or Characteristics.

Table 2: Feature Access by Service Level

- III. SERVICES, DELIVERY & FEES:** ParcelQuest shall provide Customer with the Services listed below via the delivery method listed below. Customer shall pay to ParcelQuest the Licensing Fees set forth below.

A. SERVICES & FEES

ONLINE SERVICE					
Service Level	Annual Fee Per User	Number of Users	Extended Fee	Discount	Annual Fee
Navigator	\$1,249.00	5	\$6,245.00	0%	\$6,245.00
Navigator	\$1,249.00	5	\$6,245.00	100%	FREE
TOTAL					\$6,245.00

- B. INITIAL DELIVERY & ACCESS:** Where applicable, ParcelQuest agrees to make its best efforts to provide Customer with initial access to the Services within five (5) days of the execution of this Agreement.

- IV. CUSTOMER'S USE:** Customer shall use the Services for internal business purposes only. Customer shall not resell, relicense or redistribute the Services in whole or in part.

V. TERM AND PAYMENT SCHEDULE:

- A. TERM:** The Initial Term of this Agreement begins at 12:01 a.m. on February 1, 2022 and ends at 11:59 p.m. on January 31, 2027 (Five Years).
- B. RENEWAL TERM(S):** This Agreement will automatically renew for a term of one-year unless either party notifies the other, in writing, certified mail, return receipt requested, of its intention not to renew, not less than ninety (90) days prior to the expiration of this Agreement. The fee structure for any renewal term will be the same as the prior twelve (12) month period unless ParcelQuest notifies Customer of a change in fees not less than thirty (30) days prior to the expiration of this Agreement.
- C. PAYMENT SCHEDULE:** For the Initial Term of this Agreement, fees will be due and payable to ParcelQuest according to the following schedule. ParcelQuest will make its best effort to send an invoice to Customer 30 days prior to each due date, however, Customer is responsible for paying all fees by the respective due dates shown here whether or not Customer has received an invoice from ParcelQuest prior to any particular due date. Customer's receipt of an invoice from ParcelQuest less than 30 days prior to a due date shown here does not constitute an extension of the due date. For any Renewal Term the due dates will be the same as in the final year of the Initial Term.

DUE DATE	AMOUNT DUE
30 days from the Effective Date of this Agreement	\$6,245.00
February 1, 2023	\$6,245.00
February 1, 2024	\$6,245.00
February 1, 2025	\$6,245.00
February 1, 2026	\$6,245.00
TOTAL	\$31,225.00

- D. CLIENT BILLING INFORMATION:** All ParcelQuest invoices will be sent to Customer per the following Customer-provided billing contact information and special instructions. Customer agrees to notify ParcelQuest in writing per the following ParcelQuest billing contact information within 30 days of any changes to Customer's billing information or instructions. Failure to notify ParcelQuest of any such changes within 30 days of the change may result in late fees or collection costs being added to Customer's balance due. Such fees will not be waived by ParcelQuest.

	Customer's Billing Contact Information
Billing Contact:	Paul Melikian , Assistant City Manager
Department:	
Company:	City of Reedley
Address:	845 G. Street
Address:	
City/St/Zip:	Reedley, CA 93654
Phone:	559-637-4200 ext. 300
Email:	Paul.melikian@reedley.ca.gov
Preferred Pmt Method:	Check
Special Instructions:	

	ParcelQuest's Billing Contact Information
Billing Contact:	Accounts Receivable
Company:	ParcelQuest
Address:	193 Blue Ravine Road, Suite 120
City/St/Zip:	Folsom, CA 95630
Phone:	916-817-2211
Email:	support@parcelquest.com

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

PARCELQUEST ("PARCELQUEST")

City of Reedley ("CUSTOMER")

By: _____

By: _____

Name: Grant Mulligan

Name: Paul Melikian_____

Title: President

Title: Assistant City Manager_____

Effective Date: _____

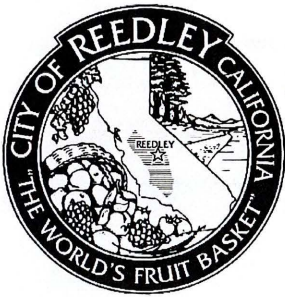
Date: _____

Address: 193 Blue Ravine Road, Suite 120
Folsom, California 95630

Address: 845 G. Street
Reedley, CA 93654

Phone: (916) 817-2211

Phone: 559-637-4200 ext. 300



REEDLEY CITY COUNCIL


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

ITEM NO: 6

DATE: July 27, 2021

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE ALL DOCUMENTS PERTAINING TO PURCHASE AND UPFITTING OF NINE (9) POLICE DEPARTMENT FLEET VEHICLES TOTALING \$500,000, WITH APPROPRIATIONS PREVIOUSLY APPROVED IN FY 21-22 BUDGET.

PREPARED: Marc A. Ediger, Police Commander 

SUBMITTED: Jose L. Garza, Chief of Police 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

Approve and authorize the City Manager to execute all documents pertaining to the purchase and upfitting of nine (9) Police Department marked and unmarked fleet vehicles for approximately \$500,000 with appropriations previously approved and adopted in the FY 2021-22 Budget.

EXECUTIVE SUMMARY

The City Council approved funds in the FY 2021-2022 budget in the amount of \$500,000 for the purchase of Police fleet vehicles to replace units that are at the end of their useful lives. The purchase approval for eight (8) marked and one (1) unmarked detective sergeant vehicle totals approximately \$500,000 which includes estimated equipment and graphics upfitting costs. Unlike some previous bulk vehicle purchases, no debt financing is proposed for this purchase. The purchase of these nine (9) new fleet vehicles will directly replace Police fleet units that will be subsequently scheduled for surplus by later action of the City Council. This bulk purchase will replace approximately 37% of the department's patrol fleet.

Purchasing Authority

Reedley Municipal Code Section 1-9B-3 stipulates that single purchases in excess of \$75,000 are to be authorized by the City Council and made pursuant a formal bid procedure, unless the purchase can be made under specified bidding exceptions, which includes cooperative purchasing.

Under Section 1-9B-6, the City Manager or designee have the authority to join with other units of government or other governmental agencies or authorities in cooperative purchasing when beneficial to the City. Bidding may be dispensed when the supplies, equipment or vehicles can be acquired under a valid purchasing contract that has been previously bid by the City or other governmental agency.

Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

The City of Reedley is a participating member in Sourcewell, formerly the National Joint Powers Alliance, a group founded in 1978, that vets and establishes partnerships with hundreds of national manufacturers and service industries. Schools, other government agencies, and nonprofits who are members of Sourcewell are then able to make purchases from these approved partners, saving them time in the procurement process. Members also save money because of the purchasing scale advantage they gain from being part of the cooperative.

Six (6) 2021 Ford Utility Interceptors

Swanson Fahrney Ford of Selma has provided a quote for five (5) 2021 Ford Utility Interceptors for \$38,701 each, and one (1) 2021 Ford Explorer for \$32,557. Swanson Fahrney Ford (local) has been able to provide lower pricing than the Sourcewell cooperative purchasing contract price. Since the independent dealer quote is lower than an already competitively bid contract price, no further bids are required to award the purchase. Equipment, graphics and upfitting costs for marked units are approximately \$16,000 per vehicle, and \$8,000 for the detective Explorer, for a total acquisition cost per vehicle of \$54,000 (approximate).

Three (3) 2021 Dodge Chargers

Elk Grove Auto Group has provided a quote under the cooperative purchasing agreement through the California Highway Patrol State Contract for three (3) 2021 Dodge Charger patrol vehicles as configured at \$32,157 each. Upfitting costs are approximately \$16,000 per vehicle, for a total acquisition cost per vehicle of \$48,157 (approximate).

FISCAL IMPACT

The City Council approved a total of \$500,000 in the 2021-2022 budget, comprised of \$300,000 from the General Fund and \$200,000 from the Public Safety Sales Tax (P.D. share) for the purchase of police fleet vehicles. The City is not planning to use any financing for this purchase.

ATTACHMENTS

Quotes from Swanson Fahrney Ford (2021 Ford Explorer Interceptor & 2021 Ford Explorer)
Quote from Elk Grove Auto Group – CHP State Contract Pricing (2021 Dodge Charger)

New 2021 Ford Interceptor Explorer AWD, non-Hybrid

V4.58
5432
VIRTC1DP
EN

CNGP530

VEHICLE ORDER CONFIRMATION

06/10/21 13:50:51

==>

Dealer: F72491

2021 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 0384 Priority: J5 Ord FIN: QI406 Order Type: 5B Price Level: 145

Ord Code: 500A Cust/Flt Name: REEDLEY PD

PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$40845	43D COURTESY DISABL	\$25
.119" WHEELBASE		47A ENGINE IDLE	260
UM AGATE BLACK		51V SPTLMP LED DUAL	665
9 CLTH BKTS/VNL R		55B BLIND SPOT INFO	545
6 EBONY		55F KEYLESS - 4 FOB	340
500A EQUIP GRP		60A GRILL WIRING	50
.AM/FM STEREO		60R NOISE SUPPRESS	100
99B 3.3L V6 TI-VCT (3530)			
44U 10SPD AUTO TRAN	NC	TOTAL BASE AND OPTIONS	42170
52P DR LOCK PLUNGER	160	TOTAL	42170
JOB #3 ORDER		*THIS IS NOT AN INVOICE*	
CA BOARD FEES	NC	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*	
FLEET SPCL ADJ	NC		
17T CARGO DOME LAMP	50	* MORE ORDER INFO NEXT PAGE *	
425 50 STATE EMISS	NC	F8=Next	
F1=Help		F3/F12=Veh Ord Menu	
F2=Return to Order			
F4=Submit			
F17=Delete Entry			
F9=View Trailers			

S006 - MORE DATA IS AVAILABLE.

QC07734

V1DP0455

2,6

City of Reedley Police Department:
Order these four(4) new Interceptors from the Factory for:

****\$40,050 - \$5,150(piggyback concession)**

OR

\$34,900.00 per unit

\$3,219.53 Sales Tax(9.225%)

\$8.75 CA Tire Fee

\$38,128.28 Out The Door per Unit

****Sales Price includes 4 Doors & Roof painted White**

Offered by: Ken Pattillo & Swanson Fahrney Ford

3105 Highland Ave. Selma, CA. 93662

(559) 896-4121, phone

New 2021 Ford Explorer Base Model w/3.3L V6 Gas Engine

VIRTC1DP 5432 EN

CNGP530

VEHICLE ORDER CONFIRMATION

06/10/21 14:10:02

==>

Dealer: F72491

2021 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0389 Priority: J5 Ord FIN: QI406 Order Type: 5B Price Level: 150

Ord Code: 100A Cust/Flt Name: REEDLEY PD

PO Number:

RETAIL

RETAIL

K8B	4DR 4WD BASE	\$34925	425	50 STATE EMISS	NC
	.119" WHEELBASE		794	PRICE CONCESSION	
M7	CARBONIZED GRAY			REMARKS TRAILER	
7	CLOTH SEATS			FLEX-FUEL	
N	SANDSTONE		153	FRT LICENSE BKT	NC
100A	EQUIP GRP			SP DLR ACCT ADJ	
	.18" ALUM WHLS			SP FLT ACCT CR	
99B	3.3L V6 TI-VCT	NC		FUEL CHARGE	
44T	.10SPD AUTO TRAN	NC	B4A	NET INV FLT OPT	NC
	.P255/65R18 A/S			DEST AND DELIV	1245
	JOB #3 ORDER		TOTAL	BASE AND OPTIONS	36495
	CA BOARD FEES	NC	TOTAL		36495
	FLEET SPCL ADJ	NC		*THIS IS NOT AN INVOICE*	
16A	FLR LINERS	160		*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*	
21F	CARGO MGT SYS	165			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC07734

V1DP0455

2,6

City of Reedley Police Department:

Order this new Ford Explorer from the Factory for:

\$33,800 - \$4,000(piggyback concession)

OR

\$29,800.00 per unit

\$2,749.05 Sales Tax(9.225%)

\$8.75 CA Tire Fee

\$32,557.80 Out The Door per Unit

Offered by: Ken Pattillo & Swanson Fahrney Ford

3105 Highland Ave. Selma, CA. 93662

(559) 896-4121, phone

Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote# 2021122

Reedley Police Department

Prepared For: Commander Marc Ediger

559.476.9063

Vehicle: [Fleet] 2021 Dodge Charger (LDEE48) Police AWD

C.H.P. CONTRACT 1-18-23-14A F.O.B. SACRAMENTO

\$31,879.00 C.H.P. AWD V6

<\$3,597.00> Ballistic Doors Credit

\$700.00 Paint the Rear Two Doors White

\$85.00 DOC Fee

\$29,067.00

\$2,681.43 Sales Tax @ 9.225%

\$8.75 Tire Fee

\$400.00 Delivery to Reedley

\$32,157.18

ELK GROVE AUTO GROUP
8575 LAGUNA GROVE DRIVE
ELK GROVE, CA 95757

Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote# 2021122

Vehicle: [Fleet] 2021 Dodge Charger (LDEE48) Police AWD (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
50 State Emissions
Transmission w/AUTOSTICK Sequential Shift Control
Automatic Full-Time All-Wheel
3.07 Axle Ratio
Engine Oil Cooler
220 Amp Alternator
800CCA Maintenance-Free Battery w/Run Down Protection
Police/Fire
Gas-Pressurized Shock Absorbers
Rear Auto-Leveling Suspension
Front Anti-Roll Bar and Rear HD Anti-Roll Bar
HD Suspension
Electro-Hydraulic Power Assist Steering
18.5 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 7.5" Steel
Tires: P225/60R18 BSW Performance (STD)
Steel Spare Wheel
Full-Size Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Bumper
Black Side Windows Trim

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Data Version: 13855. Data Updated: May 25, 2021 10:27:00 PM PDT.

Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote# 2021122

Vehicle: [Fleet] 2021 Dodge Charger (LDEE48) Police AWD ( Complete)

Exterior

Body-Colored Door Handles
Power Side Mirrors w/Manual Folding
Body Color Exterior Mirrors
Fixed Rear Window w/Defroster
Light Tinted Glass
Speed Sensitive Variable Intermittent Wipers w/Heated Jets
Galvanized Steel/Aluminum Panels
Black Grille
Trunk Rear Cargo Access
Auto On/Off Projector Beam Halogen Daytime Running Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Uconnect External Memory Control
Radio: Uconnect 4 w/7" Display
6 Speakers
Streaming Audio
Window Grid Antenna
Uconnect w/Bluetooth Wireless Phone Connectivity
2 LCD Monitors In The Front

Interior

Power 6-Way Driver Seat
8-Way Driver Seat -inc: Manual Recline
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Front Facing Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows

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Data Version: 13855. Data Updated: May 25, 2021 10:27:00 PM PDT.

Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote# 2021122

Vehicle: [Fleet] 2021 Dodge Charger (LDEE48) Police AWD ( Complete)

Interior


Leather/Metal-Look Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Proximity Key For Doors And Push Button Start
Valet Function
Power Fuel Flap Locking Type
Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry and Panic Button
Remote Releases -Inc: Power Cargo Access and Power Fuel
Cruise Control w/Steering Wheel Controls
Dual Zone Front Manual Air Conditioning
HVAC -Inc: Underseat Ducts
Illuminated Locking Glove Box
Driver Foot Rest
Full Cloth Headliner
Vinyl Door Trim Insert
Interior Trim -Inc: Chrome Interior Accents
Urethane Gear Shifter Material
Heavy Duty Cloth Bucket & Rear Bench Seats
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Partial Floor Console, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Regular Dome Lighting
Full Vinyl/Rubber Floor Covering
Vinyl/Rubber Floor Trim
Underhood And Cargo Space Lights
Smart Device Integration
FOB Controls -Inc: Cargo Access
Instrument Panel Bin, Driver / Passenger And Rear Door Bins

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Data Version: 13855. Data Updated: May 25, 2021 10:27:00 PM PDT.

Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote# 2021122

Vehicle: [Fleet] 2021 Dodge Charger (LDEE48) Police AWD ( Complete)

Interior

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
Sentry Key Engine Immobilizer
Air Filtration
1 12V DC Power Outlet

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
ParkSense Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
ParkView Back-Up Camera

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Dwane Galatti | 916.429.4702 | Quote# 2021122

Vehicle: [Fleet] 2021 Dodge Charger (LDEE48) Police AWD ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

Selected Model and Options

MODEL

CODE	MODEL
LDEE48	2021 Dodge Charger Police AWD

COLORS

CODE	DESCRIPTION
PX8	Pitch Black Clearcoat

ENGINE

CODE	DESCRIPTION
ERB	Engine: 3.6L V6 24V VVT (STD)

TRANSMISSION

CODE	DESCRIPTION
DFT	Transmission: 8-Speed Automatic (850RE) (STD)

CPOS PKG

CODE	DESCRIPTION
28A	Quick Order Package 28A -inc: Engine: 3.6L V6 24V VVT, Transmission: 8-Speed Automatic (850RE)

TIRES

CODE	DESCRIPTION
TWW	Tires: P225/60R18 BSW Performance (STD)

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Data Version: 13855. Data Updated: May 25, 2021 10:27:00 PM PDT.

Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote# 2021122

Vehicle: [Fleet] 2021 Dodge Charger (LDEE48) Police AWD ( Complete)

PRIMARY PAINT

CODE	DESCRIPTION
PX8	Pitch Black Clearcoat

SEAT TYPE

CODE	DESCRIPTION
C8X9	Black, Heavy Duty Cloth Bucket & Rear Bench Seats

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
GUK	Power Heated Mirrors w/Man F/Away -inc: Exterior Mirrors w/Heating Element
LNA	Matching Right Spot Lamp
LNF	Black Left Spot Lamp
MDA	Front License Plate Bracket
MSY	Delete Badge -inc: Dodge Grille Badge

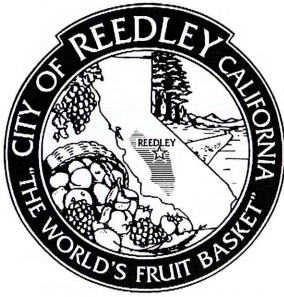
ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
GXQ	Additional Non-Key Alike Fobs -inc: 6 key fobs

Options Total

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REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: July 27, 2021

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PURCHASING AGREEMENT ON BEHALF OF THE CITY OF REEDLEY, BETWEEN THE CITY OF REEDLEY AND AXON ENTERPRISE INC. FOR THE APPROVED PURCHASE OF A BODY WORN CAMERA SYSTEM

PREPARED BY: Marc A. Ediger, Police Commander 

SUBMITTED: Jose L. Garza, Chief of Police 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute a purchasing agreement on behalf of the City of Reedley, between the City of Reedley and Axon Enterprise Inc. for the previously approved purchase of the Axon Body Worn Camera System.

EXECUTIVE SUMMARY

The Police Department has conducted and completed research regarding body worn camera systems (BWC) for use in front-line police interactions. The research provided system detail and benefits from different BWC suppliers and other police agencies who are currently using BWC systems. The findings provided cost analysis, benefits, policy and procedure recommendations and best practices.

The Police Department concluded the Axon Enterprise Body Worn Camera System provided the most reliable equipment, secure cloud storage, user-friendly interface, robust redaction software and a quality proven track record among other police agencies. The services agreement provided by Axon will deliver all necessary BWC equipment and software, installation and on-site training by Axon professionals. The agreement is for a five-year term, with payments dispersed equally and due at the beginning of each fiscal year.

BACKGROUND

The Police Department presented an overview of the Axon BWC system to City Council on Jan 12, 2021. This presentation was a result of the aforementioned research on BWC systems and a recommendation by staff, which determined the Axon system would best fit the needs of the Department, while providing transparency and accountability.

The Police Department has also utilized Axon Enterprises as the sole Taser vendor since 2003. Through negotiations with Axon, it was determined that combining a recurring five-year Taser agreement with a five-year BWC purchase and service agreement would prove to be the most cost effective and beneficial for the current and future needs of the Department. Policy regarding the BWC system has also been drafted and is under review and will be implemented once BWC system is approved.

FISCAL IMPACT

The BWC services agreement through Axon Enterprise is a five-year agreement, to include 20 Axon Body3 BWCs, 20 new Axon Taser 7 models, Taser cartridges, BWC activation switches for all patrol vehicles, Taser holsters and firearm holsters. The agreement also includes secure unlimited Axon cloud storage, remote live-stream capabilities, all necessary BWC and Taser networking accessories, on-site Axon installation and training, technical support and legal defense.

The payment dispersion for the agreement is as follows:

Year 1:	\$42,308.16
Year 2:	\$46,240.26
Year 3:	\$46,240.26
Year 4:	\$46,240.26
Year 5:	\$46,240.26

PRIOR COUNCIL ACTIONS

Axon Body Worn Camera presentation to City Council on January 12, 2021

Approval for BWC funding in the 2021-2022 FY PSST budget in the amount of \$42,308.16

ATTACHMENTS

1. Axon Enterprise Services Agreement
2. Axon Enterprise BWC & Taser 7 quote



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

- 7 **Warranty.**
- 7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.
- 7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.
- If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.
- 7.3 **Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.
- 7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**
- 7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9 **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

- 19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

- 19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1 Definitions.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

- 4 Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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Master Services and Purchasing Agreement

if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Master Services and Purchasing Agreement

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

- 1** **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



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System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency



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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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Department: Legal

Version: 12.0

Release Date: 12/18/2020

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- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



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- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

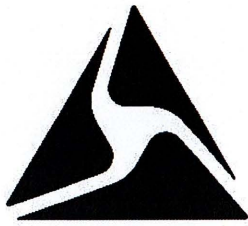
If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-287620-44356.968TC

Issued: 06/09/2021

Quote Expiration: 06/20/2021

Account Number: 109108

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

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BILL TO

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Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	20	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	20	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	60	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	20	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	20	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	20	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	60	20	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	20	0.00	0.00	0.00
Hardware						
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER		20	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		20	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		20	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		20	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		60	0.00	0.00	0.00

Q-287620-44356.968TC

Protect Life.

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		60	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		20	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		40	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		3	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		3	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		40	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		40	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		24	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4- YEAR		24	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		20	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		25	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		4	279.00	0.00	0.00
Other						
20320	AXON CORE + PLAN WITH T7 CERT HEADER		20	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	20	1,908.00	1,728.00	34,560.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
73666	RESPOND DEVICE PLUS PAYMENT	12	20	228.00	228.00	4,560.00
73827	AB3 CAMERA TAP WARRANTY	60	20	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	3	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK		3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	375.00	0.00	0.00
Services						
85144	AXON STARTER		1	2,750.00	0.00	0.00
85147	CEW STARTER		1	2,750.00	0.00	0.00
80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE		20	0.00	0.00	0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
80129	SIGNAL OR ROUTER ONLY INSTALLATION (PER VEHICLE)		4	250.00	0.00	0.00
Subtotal						39,120.00
Estimated Shipping						0.00
Estimated Tax						3,188.16
Total						42,308.16

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
Other						
73666	RESPOND DEVICE PLUS PAYMENT	12	20	228.00	228.00	4,560.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	20	1,908.00	1,908.00	38,160.00
Subtotal						42,720.00
Estimated Tax						3,520.26
Total						46,240.26

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		40	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
Other						
73666	RESPOND DEVICE PLUS PAYMENT	12	20	228.00	228.00	4,560.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	20	1,908.00	1,908.00	38,160.00
73309	AXON CAMERA REFRESH ONE		20	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		3	0.00	0.00	0.00
Subtotal						42,720.00
Estimated Tax						3,520.26
Total						46,240.26

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
Other						
73666	RESPOND DEVICE PLUS PAYMENT	12	20	228.00	228.00	4,560.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	20	1,908.00	1,908.00	38,160.00
Subtotal						42,720.00
Estimated Tax						3,520.26
Total						46,240.26

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
Other						
73666	RESPOND DEVICE PLUS PAYMENT	12	20	228.00	228.00	4,560.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	20	1,908.00	1,908.00	38,160.00
73310	AXON CAMERA REFRESH TWO		20	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		3	0.00	0.00	0.00
Subtotal						42,720.00
Estimated Tax						3,520.26
Total						46,240.26

Grand Total **227,269.20**



Discounts (USD)

Quote Expiration: 06/20/2021

List Amount	222,716.00
Discounts	12,716.00
Total	210,000.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	42,308.16
Year 2	46,240.26
Year 3	46,240.26
Year 4	46,240.26
Year 5	46,240.26
Grand Total	227,269.20

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Thom Ruseva-Mahan at tmahan@axon.com or fax to +1 4809993359

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract#: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		



REEDLEY CITY COUNCIL

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

ITEM NO: 8

DATE: July 27, 2021

TITLE: ADOPT RESOLUTION NO. 2021-066, ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE "I" STREET REHABILITATION PROJECT BETWEEN REED AVENUE AND DINUBA AVENUE, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE

PREPARED: Salina Gonzalez
Administrative Assistant *SG*

SUBMITTED: Marilu Morales *MM*
City Engineer

APPROVED: Nicole Zieba
City Manager *NZ*

RECOMMENDATION

Staff recommends that the City Council Adopt Resolution No. 2021-066, accepting the construction improvements and authorize the City Engineer to file a Notice of Completion for the "I" Street Rehabilitation Project between Reed Avenue and Dinuba Avenue.

EXECUTIVE SUMMARY

On April 6, 2021, City staff conducted the bid opening for the "I" Street Rehabilitation Project between Reed Avenue and Dinuba Avenue (Project). A "Notice of Award" was issued to the lowest responsible bidder, Don Berry Construction, Inc on April 13, 2021. The first working day on this contract was June 1, 2021. The time of completion for the Project was 50 consecutive working days. The Project was substantially completed within the time frame according to the contract and the contract change orders.

There were two change orders requested and issued on the Project. The additional work consisted of increasing the project scope to include improvements on Frankwood Avenue from "I" Street to Dinuba Avenue and installing additional thermoplastic striping.

The total amount of the change orders equaled \$97,947.80 or a 10.7% increase from the original contract amount. The contract change orders were all approved by the City Manager and contingency funds were utilized on the Project. The final construction contract for the Project with the change orders included totaled \$1,015,878.45. The contractor has substantially completed all contract items to the satisfaction of the City Engineer.

PRIOR COUNCIL ACTIONS

City Resolution No. 2021-027 awarded the construction contract for the Project to the lowest responsive, responsible bidder, Don Berry Construction Inc., in the amount of \$917,930.65 plus a 15% contingency for a total of \$1,055,620.25.

FISCAL IMPACT

There is no fiscal impact with regard to the recordation of a Notice of Completion for the Project.

ATTACHMENTS

1. Resolution No. 2021-066
2. Notice of Completion

RESOLUTION NO. 2021-066

ADOPT RESOLUTION NO. 2021-066, ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR "I" STREET REHABILITATION PROJECT BETWEEN REED AVENUE AND DINUBA AVENUE, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE

WHEREAS, the "I" Street Rehabilitation Project has been completed per the plans and specifications;
and

WHEREAS, there are no outstanding matters with the contractor regarding construction items; and

WHEREAS, on July 27th 2021 the City held a public meeting at the City of Reedley Council Chamber, at 845 "G" Street and to consider acceptance of the construction improvements.

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; and
2. The City Council using their independent judgment, hereby accepts the subject improvements;
and
3. The City Council hereby accepts the subject project for maintenance in accordance with the provisions of the contract and applicable ordinances and policies; and
4. The City Council approves the Notice of Completion for the construction improvements for the "I" Street Rehabilitation Project and hereby authorizes the City Engineer to transmit the attached Notice of Completion to the Fresno County Recorders' Office.
5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved the 27th day of July, 2021, in the City of Reedley, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Mary L. Fast, Mayor

Ruthie Greenwood, City Clerk

**RECORDING REQUESTED BY:
AND FOR THE BENEFIT OF,**

City of Reedley
No Fee-Gov/t. Code Sections
6103 and 27383

WHEN RECORDED, MAIL TO:

City of Reedley
Engineering Department
1733 9th Street
Reedley, CA 93654

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is: **City of Reedley**
3. The full address of the owner is: **1733 Ninth Street, Reedley, CA 93654**
4. The nature of the interest or estate of the owner is: **City of Reedley Right-of-Way**
5. A work of improvement on the property hereinafter described was completed on: **July 9, 2021**. The work done was: **"I" Street Rehabilitation between Reed Avenue and Dinuba Avenue**
6. The name of the contractor, if any, for such work of improvement was: **Don berry Construction, Inc**
7. The property on which said work of improvement was completed is in the **City of Reedley**, County of Fresno, State of California, and is described as follows: **Public right-of-way within the City of Reedley along "I" Street between Reed Avenue and Dinuba Avenue.**
8. The street address of said property is: **N/A**
9. Resolution No. 2021-066, Attached Hereto and Made a Part Hereof.

Dated: _____

Marilu S. Morales, P.E.
City Engineer

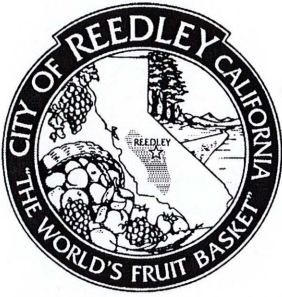
VERIFICATION

I, the undersigned, say: I am the **City Engineer for the City of Reedley**, the declarant of the foregoing notice of completion;

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.)

Executed on _____, 2021, at Reedley, California.
(DATE) (CITY) (STATE)



REEDLEY CITY COUNCIL

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

ITEM NO: 9

DATE: July 27, 2021

TITLE: ADOPT RESOLUTION NO. 2021-067, ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE WASHINGTON AVENUE RECONSTRUCTION PROJECT BETWEEN COLUMBIA AVENUE AND HEMLOCK AVENUE, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE

PREPARED: Salina Gonzalez
Administrative Assistant

SUBMITTED: Marilu Morales
City Engineer

APPROVED: Nicole Zieba
City Manager

RECOMMENDATION

Staff recommends that the City Council Adopt Resolution No. 2021-067, accepting the construction improvements and authorize the City Engineer to file a Notice of Completion for the Washington Avenue Project between Columbia Avenue and Hemlock Avenue.

EXECUTIVE SUMMARY

On April 13, 2021, City staff conducted the bid opening for the Washington Avenue, between Columbia Avenue and Hemlock Avenue (Project). A "Notice of Award" was issued to the lowest responsible bidder, R. J. Berry Jr. Inc. on May 11, 2021. The first working day on this contract was June 1, 2021. The time of completion for the Project was 30 working days. The Project was completed within the timeframe on the contract.

There was one change order requested and issued on the Project. The additional work included additional concrete sidewalk to be removed and replaced in order to meet ADA slope requirements. The quantity adjustment resulted in an increase in overall cost.

The total amount of the change order equaled \$1,625.00 or 0.7% increase from the original contract amount. The contract change order was approved by the City Manager and contingency funds were utilized on the Project for it. The final construction contract for the Project with the change orders

included totaled \$214,011.00. The contractor has substantially completed all contract items to the satisfaction of the City Engineer.

PRIOR COUNCIL ACTIONS

City Resolution No. 2021-038 awarded the construction contract for the Project to the lowest responsive, responsible bidder, R.J. Berry Jr. Inc., in the amount of \$212,386 plus a 10% contingency, for a total of \$233,625.00.

FISCAL IMPACT

There is no fiscal impact with regard to the recordation of a Notice of Completion for the Project.

ATTACHMENTS

1. Resolution No. 2021-067
2. Notice of Completion

RESOLUTION NO. 2021-067

ADOPT RESOLUTION NO. 2021-067, ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE WASHINGTON AVENUE RECONSTRUCTION PROJECT BETWEEN COLUMBIA AVENUE AND HEMLOCK AVENUE, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE

WHEREAS, the Washington Avenue Reconstruction Project has been completed per the plans and specifications; and

WHEREAS, there are no outstanding matters with the contractor regarding construction items; and

WHEREAS, on July 27th 2021 the City held a public meeting at the City of Reedley Council Chamber, at 845 "G" Street and to consider acceptance of the construction improvements.

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; and
2. The City Council using their independent judgment, hereby accepts the subject improvements; and
3. The City Council hereby accepts the subject project for maintenance in accordance with the provisions of the contract and applicable ordinances and policies; and
4. The City Council approves the Notice of Completion for the construction improvements for the Washington Avenue Reconstruction Project and hereby authorizes the City Engineer to transmit the attached Notice of Completion to the Fresno County Records' Office.
5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved the 27th day of July, 2021, in the City of Reedley, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Mary L. Fast, Mayor

Ruthie Greenwood, City Clerk

**RECORDING REQUESTED BY:
AND FOR THE BENEFIT OF,**

City of Reedley
No Fee-Gov/t. Code Sections
6103 and 27383

WHEN RECORDED, MAIL TO:

City of Reedley
Engineering Department
1733 9th Street
Reedley, CA 93654

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is: **City of Reedley**
3. The full address of the owner is: **1733 Ninth Street, Reedley, CA 93654**
4. The nature of the interest or estate of the owner is: **City of Reedley Right-of-Way**
5. A work of improvement on the property hereinafter described was completed on: **July 7, 2021**. The work done was: **Washington Avenue Reconstruction Project**
6. The name of the contractor, if any, for such work of improvement was: **R. J. Berry Jr., Inc.**
7. The property on which said work of improvement was completed is in the **City of Reedley**, County of Fresno, State of California, and is described as follows: **Public right-of-way within the City of Reedley along Washington Avenue from Columbia to Hemlock Avenue.**
8. The street address of said property is: **N/A**
9. Resolution No. 2021-067, Attached Hereto and Made a Part Hereof.

Dated: _____

Marilu S. Morales, P.E.
City Engineer

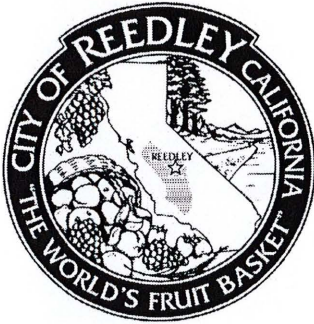
VERIFICATION

I, the undersigned, say: I am the **City Engineer for the City of Reedley**, the declarant of the foregoing notice of completion;

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.)

Executed on _____, 2021, at Reedley, California.
(DATE) (CITY) (STATE)



REEDLEY CITY COUNCIL

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

ITEM NO: 10

DATE: July 27, 2021

TITLE: ADOPT RESOLUTION NO. 2021-069 APPROVING AND ACCEPTING THE FISCAL YEAR 2021-2022 CLAIMS FOR MEASURE C LOCAL TRANSPORTATION FUNDS FROM THE FRESNO COUNTY TRANSPORTATION AUTHORITY

SUBMITTED: Marilu S. Morales, P.E. *mm*
City Engineer

APPROVED: Nicole R. Zieba *NZ*
City Manager

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2021-069 approving and accepting the City of Reedley annual claims for Measure C Extension Local Agency Pass-Through Transportation Funds for Fiscal Year (FY) 2021-2022 and authorizing the City Engineer to sign and submit each subprogram claim to the Fresno County Transportation Authority.

EXECUTIVE SUMMARY

At its June 9, 2021, board meeting the Fresno County Transportation Authority (FCTA) approved the City of Reedley apportionment for the FY 2021-2022 Measure C Extension anticipated revenues as shown in the attached certification and claim forms for each of the eligible subprograms under the Measure C Extension.

The City of Reedley's apportionment for FY 2021-2022 is \$748,518 based upon a formula calculation using the City's 2021 population estimates per the California Department of Finance and the 2019 road miles per Caltrans Maintained Public Road Data Report. Distributions of the FY 2021-2022 Measure C Extension funds collected by FCTA will be made to the City in monthly payments based on the percentage set forth on the form for each subprogram. The City will use funds from the street maintenance, flexible funding, pedestrian/trail and bicycle facility programs as matching funds for various projects. The street maintenance funds will also be used by the City to perform various maintenance projects including slurry seals, overlays, etc.

Also, in accordance with this claim, the City is certifying that these funds will not be used to substitute for property tax funds and that generally acceptable accounting principles will be followed to manage and spend these funds on eligible transportation projects and programs. Furthermore, with the acceptance of this claim, the City commits to submit the prior fiscal years Measure C Extension expenditures, FY 2020-2021, to the Fresno County Transportation Authority no later than November 15, 2021.

FISCAL IMPACT

The City's allocation for FY 2021-2022 is an estimated \$748,518. These funds will be allocated to the City of Reedley per the following listed subprograms:

Street Maintenance	\$ 331,072
ADA Compliance	\$ 11,588
Flexible Funding	\$ 319,484
Pedestrian/Trail Rural	\$ 68,787
Bicycle Facilities	\$ 17,587

ATTACHMENTS

1. Resolution No. 2021-069
2. Local Transportation Program Certifications and Claim Forms
 - a. Street Maintenance Subprogram
 - b. ADA Compliance Subprogram
 - c. Flexible Funding Subprogram
 - d. Pedestrian/Trail Rural Subprogram
 - e. Bicycle Facilities Subprogram
3. FCTA Resolution and Apportionment Calculations

RESOLUTION NO. 2021-069

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING AND
ACCEPTING THE FISCAL YEAR 2021-2022 CLAIMS FOR MEASURE C LOCAL
TRANSPORTATION FUNDS FROM THE FRESNO COUNTY TRANSPORTATION
AUTHORITY**

WHEREAS, the City Council of the City of Reedley has received information and a staff report from the City Engineer regarding the Measure C Extension Local Transportation Program Funds; and

WHEREAS, The Fresno County Transportation Authority is the administrator of the Retail Transactions and Use Tax (1/2 percent) Funds collected pursuant to the Fresno County Transportation Improvement Act as provided by Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Public Utilities Code Sections 142000, et seq.; and

WHEREAS, California Public Utilities Code Section 142257 provides that the 2006 Measure C Extension Expenditure Plan, which was approved prior to and provided the basis for the ballot measure considered by the voters at the November 7, 2006 election, shall specify the amount and the formula by which the retail transactions and use tax shall be allocated to each city and the County for Local Transportation Purposes determined to be priority projects by local governments to which funds are allocated; and

WHEREAS, the 2006 Measure C Extension Expenditure Plan creates a number of transportation programs to be funded by participating jurisdictions with Measure C funds passed-through from the Authority to the City of Reedley when submitting eligible project claims; and

WHEREAS, the City of Reedley's 2021 population was determined at 26,087 per the California Department of Finance; and

WHEREAS, the City of Reedley is not exempt from restricting a portion of its FY 2021-2022 allocation solely for the use of Pedestrian/Trail and Bicycle Facilities Subprograms based on the 25,000 population threshold; and

WHEREAS, the City of Reedley intends to complete and submit the reporting requirements for the prior fiscal years Measure C Extension expenditures no later than November 15, 2021; and

WHEREAS, the City of Reedley certifies that these funds will not be used to substitute for property tax funds and that generally accepted accounting principles will be followed to assure this and to identify the projects for which the funds are spent; and

WHEREAS, the City of Reedley's allocation based on population and road miles is represented as \$748,518 or 2.24% of the expected Measure C sales tax revenues for FY 2021-2022; and

WHEREAS, the City of Reedley has been apportioned the amounts indicated for each of the subprograms below:

- | | |
|-----------------------|----------------|
| 1. Street Maintenance | \$ 331,072 |
| 2. ADA Compliance | \$ 11,588 |
| 3. Flexible Funding | \$ 319,484 |
| 4. Pedestrian/Trail | \$ 68,787 |
| 5. Bicycle Facilities | \$ 17,587; and |

WHEREAS, the City of Reedley anticipates receipt of said subprogram amounts upon proper submittal of the certification and claims forms; and

WHEREAS, the City Council on July 27, 2021 at a public meeting received a written staff report, invited public comment, and independently deliberated; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Reedley, using their independent judgment, hereby approves and accepts the apportionments for each of the five subprograms listed above based on the following:

1. The above recitals are true and correct.
2. The City Council finds that the Measure C allocations will provide a benefit to the surface transportation system of the City.
3. The City Council authorizes the City Engineer to sign the claim forms on behalf of the City.
4. This resolution is effective immediately upon adoption.

This foregoing resolution is hereby approved and adopted at a regular meeting of the City Council of the City of Reedley held on 27th day of July, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Mary L. Fast, Mayor

Ruthie Greenwood, City Clerk

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2021-22**

TO: Fresno County Transportation Authority

FROM: City of Reedley
Local Agency Name

Address: 845 G Street, Reedley, CA 93654

Contact: Lori Oken, Finance Director

Telephone: (559) 637-4200 FAX: (559) 637-2257

Email Address: lori.oken@reedley.ca.gov

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☒ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram

Environmental Enhancement Program

- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program

- ☐ Fresno COG

2. The **City of Reedley** ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2021-2022 setting **2.48%** of **\$13,350,430** (or **\$331,072**) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: City Engineer

Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
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- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☒ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Reedley ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2021-2022 setting 2.48% of \$467,266 (or \$11,588) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

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Title: City Engineer

Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

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Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☒ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
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- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Reedley ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2021-2022 setting 2.40% of \$13,327,988 (or \$319,484) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

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Authorized Signature: _____

Title: City Engineer

Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2021-22**

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- ☐ Bicycle Facilities
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- Administrative/Planning Program*
- ☐ Fresno COG

2. The **City of Reedley** ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2021-2022 setting 14.51% of \$474,105 (or \$68,787) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

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Authorized Signature: _____

Title: City Engineer

Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2021-22**

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- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☒ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

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- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
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- ☐ Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program

- ☐ Fresno COG

2. The City of Reedley ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to

Local Agency Name

California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2021-2022 setting 2.53% of \$695,338 (or \$17,587) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
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5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: City Engineer

Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**BEFORE THE
FRESNO COUNTY TRANSPORTATION AUTHORITY BOARD
RESOLUTION NO 2021-01**

In the Matter of:)	
FRESNO COUNTY TRANSPORTATION)	RETAIL TRANSACTIONS AND USE
IMPROVEMENT ACT)	TAX FUNDS FOR EXTENSION
CALIFORNIA PUBLIC UTILITIES)	LOCAL TRANSPORTATION
<u>CODE SECTION 142257</u>)	PURPOSES PASS-THROUGH
)	PROJECTS AND PROGRAMS FOR
)	<u>FY 2021-22</u>

WHEREAS, the Fresno County Transportation Authority is the administrator of the Retail Transactions and Use Tax (1/2 cent) Funds collected pursuant to the Fresno County Transportation Improvement Act as provided by Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Public Utilities Code Sections 142000, et seq.,

WHEREAS, California Public Utilities Code Section 142257 provides that the 2006 Measure C Extension Expenditure Plan, which was approved prior to and provided the basis for the ballot measure considered by the voters at the November 7, 2006 election, shall specify the amount and the formula by which the retail transactions and use tax shall be allocated to each participating jurisdiction for Measure C Extension Program and Project Funds Local Transportation Purposes determined to be priority projects by local governments to which funds are allocated, and

WHEREAS, the 2006 Measure C Extension Expenditure Plan creates a number of transportation programs to be funded by participating jurisdictions with Measure C funds passed-through from the Authority to the jurisdiction submitting eligible project claims, and

WHEREAS, these various programs have differing requirements, exemptions, and formulas for calculating pass-through funding levels, and

WHEREAS, the programs and subprograms identified below are eligible for pass-through funding,

Regional Public Transit Program

Public Transit Agencies
Public Transportation Infrastructure Study (PTIS)
ADA/Seniors/Paratransit
Ag-worker/Car/Van Pools

Local Transportation Program

Local Allocation
Pedestrian/Trails
Bicycle Facilities

Regional Transportation Program
Fresno Airports

Administration/Planning Program
Council of Fresno County Governments

and

WHEREAS, the program requirements and exemptions for these programs may change from time to time as local jurisdiction population changes or mandated programs are satisfied, and

WHEREAS, in an effort to fully explain the various program provisions, the Authority, together with the Fresno Council of Governments, created and will update as needed the Measure C Extension Strategic Implementation Plan which among other things discusses each pass-through program in detail and provides the basis for calculating pass-through funding levels for each program in the 2021-22 fiscal year, and

WHEREAS, the Authority procedures for administration of funds for local transportation purposes as identified in the Measure C Extension Administrative Code calls for an annual Resolution of Apportionment to determine the percentage and amount of funds to be available within the forthcoming fiscal year, and

WHEREAS, the attached schedule of apportionment for FY 2021-22 is based upon the Measure C Extension Strategic Implementation Plan.

NOW THEREFORE, BE IT RESOLVED, that the Fresno County Transportation Authority hereby approves the attached schedule of apportionment for FY 2021-22 as indicated in the Measure C Extension Strategic Implementation Plan, which schedule is hereby made a part of this resolution, and approves the allocations, to be distributed as they are received and in accordance with claims submitted by eligible claimants.

BE IT FURTHER RESOLVED, that the Fresno County Auditor-Controller/Treasurer-Tax Collector cause the revised Resolution of Apportionment to be paid in the manner and time directed by the Executive Director of the Fresno County Transportation Authority.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Transportation Authority Board this 9th day of June, 2021.

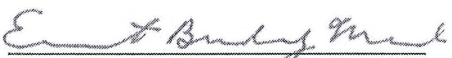
AYES: (8) Mendes, Ashbeck, Brandau, Cardenas, Castro, Dyer, Sihota, Soria

NOES: (0)

ABSTAIN: ()


ABSENT: ()

VACANT: ()

SIGNED: 
Ernest "Buddy" Mendes, Chairman
Fresno County Transportation Authority

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Fresno County Transportation Authority duly adopted at a regular meeting thereof held on June 9, 2021.

SIGNED: 
Mike Leonardo, Executive Director
Fresno County Transportation Authority

/dd/reso/PassThru-Allocation-2021-01

RESOLUTION OF ALLOCATION 2021-01
FY2021-22 MEASURE C EXTENSION ESTIMATED ALLOCATIONS

Sales Tax Estimate	\$88,252,699
Program Services and Supplies	\$994,986
Net Distributed Sales Tax Estimate	\$87,257,713

Funding Allocation Programs	Percent	Allocation
Regional Public Transit Program		
Public Transit Agencies		
Fresno Area Express (FAX)	13.70%	11,954,306
Clovis Transit	1.97%	1,718,977
Fresno County Rural Transit Agency (FCRTA)	3.99%	3,481,583
Public Transportation Infrastructure Study (PTIS)	0.29%	253,047
ADA / Seniors / Paratransit	0.79%	689,336
Farmworker / Car / Van Pools		
Farmworker Van Pools	0.58%	506,095
Car/Van Pools	0.58%	506,095
New Technology Reserve	2.10%	1,832,412
Local Transportation Program		
Local Allocation	30.60%	26,700,860
Pedestrian/Trails		
Urban (Fresno/Clovis)	2.15%	1,876,041
Rural	0.95%	828,948
Bicycle Facilities	0.90%	785,319
Regional Transportation Program		
Urban	14.70%	12,826,884
Rural	14.70%	12,826,884
Airports	1.00%	872,577
Alternative Transportation Program		
Grade Separation	6.00%	5,235,463
Environmental Enhancement		
School Bus Replacement	2.30%	2,006,927
Transit Oriented Infrastructure for In-Fill	1.20%	1,047,093
Administration/Planning Program		
Fresno County Transportation Authority (FCTA)	1.00%	872,577
Fresno Council of Governments (FCOG)	0.50%	436,289
Total	100.00%	87,257,713

RESOLUTION OF ALLOCATION 2021-01
LOCAL TRANSPORTATION SUB PROGRAM FY2021-2022 ALLOCATIONS

Table 2
FRESNO COUNTY TRANSPORTATION AUTHORITY
MEASURE C FUND APPORTIONMENT
Local Allocation Sub Program
FY2021/22

6/9/2021 Presented to the FCTA Board

	Street Maintenance		ADA Compliance		Flexible Funding		Ped/Trails Urban		Ped/Trails Rural		Bicycle Facilities		Total
Clovis	1,351,342	10.12%	47,297	10.12%	1,304,045	9.78%	320,879	17.10%	0	0.00%	81,428	11.71%	3,104,991
Coalinga	231,104	1.73%	8,089	1.73%	278,509	2.09%	0	0.00%	0	0.00%	0	0.00%	517,701
Firebaugh	134,745	1.01%	4,716	1.01%	156,759	1.18%	0	0.00%	0	0.00%	0	0.00%	296,219
Fowler	126,866	0.95%	4,440	0.95%	144,642	1.09%	0	0.00%	0	0.00%	0	0.00%	275,947
Fresno	5,834,462	43.70%	204,206	43.70%	5,630,256	42.24%	1,440,049	76.76%	0	0.00%	361,951	52.05%	13,470,923
Huron	124,003	0.93%	4,340	0.93%	143,817	1.08%	0	0.00%	0	0.00%	0	0.00%	272,160
Kerman	220,827	1.65%	7,729	1.65%	266,289	2.00%	0	0.00%	0	0.00%	0	0.00%	494,845
Kingsburg	203,657	1.53%	7,128	1.53%	240,645	1.81%	0	0.00%	0	0.00%	0	0.00%	451,429
Mendota	175,159	1.31%	6,131	1.31%	209,684	1.57%	0	0.00%	0	0.00%	0	0.00%	390,974
Orange Cove	154,145	1.15%	5,395	1.15%	180,531	1.35%	0	0.00%	0	0.00%	0	0.00%	340,070
Parlier	209,263	1.57%	7,324	1.57%	253,641	1.90%	0	0.00%	0	0.00%	0	0.00%	470,227
Reedley	331,072	2.48%	11,588	2.48%	319,484	2.40%	0	0.00%	68,787	14.51%	17,587	2.53%	748,518
San Joaquin	94,422	0.71%	3,305	0.71%	104,827	0.79%	0	0.00%	0	0.00%	0	0.00%	202,553
Sanger	346,877	2.60%	12,141	2.60%	334,736	2.51%	0	0.00%	72,126	15.21%	18,576	2.67%	784,455
Selma	313,784	2.35%	10,982	2.35%	383,876	2.88%	0	0.00%	0	0.00%	0	0.00%	708,642
County of Fresno	3,498,707	26.21%	122,455	26.21%	3,376,252	25.33%	115,113	6.14%	333,192	70.28%	215,796	31.03%	7,661,514
TOTAL	13,350,430		467,266		13,327,988		1,876,041		474,105		695,338		30,191,168

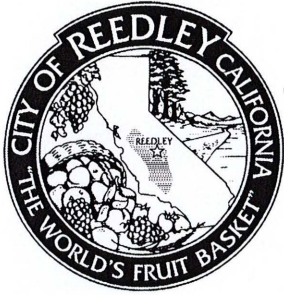
**RESOLUTION OF ALLOCATION 2021-01
LOCAL TRANSPORTATION PROGRAM SUB PROGRAM FY2021-2022 CALCULATIONS**

Table 3

FRESNO COUNTY TRANSPORTATION AUTHORITY
MEASURE C FUND APPORTIONMENT CALCULATIONS
Local Allocation Sub Program

FY2021/22 6/9/2021 Presented to the FCTA Board

	2021	2019																		
	Population	Road																		
	Miles																			
	75%	25%	Percent	Percent		\$100,000 Min	Formula Above Minimum	Local Allocation Program	Street Maint. 50% of Local Allocation	Total Allocable to Program	Redistribute Ped/Trails	Redistribute Bic.Fac.	1.75% of Local Alloc		48.25% of Local Alloc		Ped/Trails Urban	Ped/Trails Rural	Bicycle Facilities	Total
	***	***																		
Clovis	121,834	380.0	0.089000868	0.014688158	10.37%	100,000	2,602,684	2,702,684	1,351,342	3,104,991	0	0	47,297	1,304,045	320,879	0	81,428	3,104,991		
Coalinga	16,748	58.3	0.01223457	0.002195484	1.44%	100,000	362,207	462,207	231,104	517,701	44,162	11,332	8,089	278,509	0	0	0	517,701		
Firebaugh	8,126	21.7	0.005936118	0.000816197	0.68%	100,000	169,489	269,489	134,745	296,219	21,427	5,303	4,716	156,759	0	0	0	296,219		
Fowler	6,601	34.6	0.004822092	0.00130245	0.61%	100,000	153,731	253,731	126,866	275,947	17,406	4,810	4,440	144,642	0	0	0	275,947		
Fresno	546,770	1,632.2	0.39942056	0.061476929	46.09%	100,000	11,568,923	11,668,923	5,834,462	13,470,923	0	0	204,206	5,630,256	1,440,049	0	361,951	13,470,923		
Huron	7,404	13.0	0.005408691	0.00048776	0.59%	100,000	148,006	248,006	124,003	272,160	19,523	4,631	4,340	143,817	0	0	0	272,160		
Kerman	16,118	48.8	0.011774349	0.001835914	1.36%	100,000	341,654	441,654	220,827	494,845	42,501	10,690	7,729	266,289	0	0	0	494,845		
Kingsburg	13,084	71.3	0.009557983	0.002685127	1.22%	100,000	307,313	407,313	203,657	451,429	34,501	9,615	7,128	240,645	0	0	0	451,429		
Mendota	12,448	23.3	0.00909338	0.000879097	1.00%	100,000	250,318	350,318	175,159	390,974	32,824	7,832	6,131	209,684	0	0	0	390,974		
Orange Cove	9,561	34.5	0.006999009	0.00129906	0.83%	100,000	208,289	308,289	154,145	340,070	25,264	6,517	5,395	180,531	0	0	0	340,070		
Parlier	15,828	29.9	0.011562501	0.001127309	1.27%	100,000	318,525	418,525	209,263	470,227	41,736	9,966	7,324	253,641	0	0	0	470,227		
Reedley	26,087	88.6	0.019056796	0.003338611	2.24%	100,000	582,144	682,144	331,072	748,518	0	0	11,588	319,484	0	68,787	17,587	748,518		
San Joaquin	4,145	13.6	0.003027961	0.000511489	0.35%	100,000	88,843	188,843	94,422	202,553	10,930	2,780	3,305	104,827	0	0	0	202,553		
Sanger	27,353	97.5	0.01998162	0.003673075	2.37%	100,000	593,753	693,753	346,877	784,455	0	0	12,141	334,736	0	72,126	18,576	784,455		
Selma	24,487	83.1	0.017887981	0.003129948	2.10%	100,000	527,568	627,568	313,784	708,642	64,569	16,505	10,982	363,876	0	0	0	708,642		
County of Fresno	170,867	3,897.2	0.124235522	0.150552393	27.48%	100,000	6,897,413	6,997,413	3,498,707	7,661,514	0	0	122,455	3,376,252	115,113	333,192	215,796	7,661,514		
TOTAL	1,026,681	6,637.5	0.750000	0.250000	100.00%	1,600,000	25,100,860	26,700,860	13,350,430	30,191,168	354,843	89,981	467,266	13,327,988	1,876,041	474,105	695,338	30,191,168		



REEDLEY CITY COUNCIL


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

ITEM NO: 11

DATE: July 27, 2021

TITLE: RATIFY AND ADOPT RESOLUTION NO. 2021-070 AMENDING THE 2020-2021 ADOPTED BUDGET APPROPRIATING \$56,306 IN THE VEHICLE IMPACT FEE FUND FOR THE WASHINGTON AVENUE RECONSTRUCTION PROJECT BETWEEN COLUMBIA AVENUE AND HEMLOCK AVENUE TO RECOGNIZE PREVIOUSLY ALLOCATED FUNDS TO THIS PROJECT AND SERVING AS THE FINAL APPROPRIATION OF VIF FUNDS

SUBMITTED: Marilu Morales
City Engineer 

APPROVED: Nicole Zieba
City Manager 

RECOMMENDATION

Staff recommends that the City Council ratify and adopt Resolution No. 2021-070 amending the 2020-2021 Adopted Budget appropriating \$56,306 in the Vehicle Impact Fee (VIF) Fund for the Washington Avenue Reconstruction Project between Columbia Avenue and Hemlock Avenue (Project) to recognize previously allocated funds to this project and serving as the final appropriation of VIF Funds.

EXECUTIVE SUMMARY

During design of the Project, it was recognized that construction costs would exceed the originally appropriated funds of \$150,000 for the Project in the 2020-2021 budget. It was then discovered that the VIF fund had an excess balance of \$56,306 that could be allocated to this Project in order to fully fund construction. During the 2021-2022 budget process the \$56,306 was added to the Project 2020-2021 fiscal year end estimate, however, a formal budget amendment was not brought forward to allocate the fund balance to the Project. On May 11, 2021, City Council adopted Resolution No. 2021-038 awarding a construction contract to R.J. Berry Jr. Inc. for the Project in the amount of \$212,386 with the a 10% contingency to cover any unforeseen incidentals. The construction costs were higher than anticipated even with the inclusion of the VIF fund balance, therefore, an administrative budget amendment was processed appropriating available VIF funds from the I Street resurfacing project to fully fund the Project. The attached budget amendment will appropriate \$56,306 in VIF funds for the Project and serve as the

final appropriation of VIF funds.

PRIOR COUNCIL ACTIONS

City Resolution No. 2021-038 awarded the construction contract for the Project to the lowest responsive, responsible bidder, R.J. Berry Jr. Inc., in the amount of \$212,386 plus a 10% contingency.

FISCAL IMPACT

The budget amendment will allocate \$56,306 in available appropriations from the VIF fund balance to the Project and serve as the final appropriation of VIF Funds.

ATTACHMENTS

1. Resolution No. 2021-070

BUDGET AMENDMENT RESOLUTION 2021-070

The City Council of the City of Reedley does hereby amend the 2020-21 Budget as follows:

SECTION I - ADDITIONS

Account Number	Account Description	Amount
055-4525.6304	Washington Ave Columbia to Haney	\$ 56,306
Total		\$ 56,306

Purpose: Construction costs for the Washington Avenue Reconstruction Project

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
055-2710	VIF Fund Balance	\$ 56,306
Total		\$ 56,306

Impact: Final appropriation of VIF funds for the Washington Avenue Reconstruction Project

REVIEWED:



Assistant City Manager

RECOMMENDED:



City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on July 27, 2021, by the following vote:

AYES:

NOES:

ABSENT:

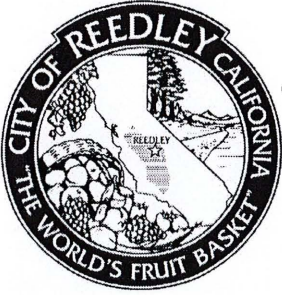
ABSTAIN:

APPROVED:

ATTEST:

Mary L. Fast

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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


ITEM NO: 12

DATE: July 27, 2021

TITLE: CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE "J" AND "K" REHABILITATION PROJECT

- (A) ADOPT RESOLUTION NO. 2021-074 WHICH REPLACES RESOLUTION 2021-052 RATIFYING THE CONSTRUCTION CONTRACT TO \$283,557 FOR TERRA WEST CONSTRUCTION INC. FOR THE "J" AND "K" REHABILITATION PROJECT
- (B) ADOPT BUDGET RESOLUTION NO. 2021-075 AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE AVAILABLE FUNDS IN THE AMOUNT OF \$59,652 FOR THE "J" AND "K" REHABILITATION PROJECT.

SUBMITTED: Marilu S. Morales, P.E. 
City Engineer

APPROVED: Nicole Zieba 
City Manager

RECOMMENDATION

Staff recommends that City Council take the following actions:

- (A) Adopt Resolution No. 2021-074, which will replace Resolution No. 2021-052, ratifying the construction contract to \$283,557 for Terra West Construction Inc. for the "J" and "K" Rehabilitation Project.
- (B) Adopt Resolution No. 2021-075 amending the fiscal year 2021-2022 budget to appropriate available funds in the amount of \$59,652 for the "J" and "K" Rehabilitation Project.

EXECUTIVE SUMMARY

During the first day of construction the inspector noticed that the existing pavement along "J" Street between 9th Street and 10th Street and "K" Street between 13th Street and Dinuba Avenue was constructed above oil cake. The original method of construction, which included grinding the

existing asphalt, grading it and paving, could no longer be performed due to the oil cake. Due to this discovery the asphalt, oil cake and 3 inches of native soil had to be removed and replaced with aggregate base in order to provide an adequate structural section. In order to not delay the project and incur costs for the project being at a stand still a contract change order in the amount of \$59,652.31 was approved. This amount is larger than the originally approved retention amount, therefore, staff is presenting Resolution No. 2021-074 to replace the aforementioned resolution; replacing the lesser amount of (\$233,905) with the higher amount (\$283,557.31).

In conjunction with the revised construction contract Staff is requesting that Council adopt resolution No. 2021-075 amending the fiscal year 2021-2022 budget appropriating available funds in the amount of \$59,652 from Measure C Street Maintenance Funds for the "J" & "K" Rehabilitation Project.

Staff is requesting that the original contingency of 10% of the original bid or \$22,390.50 remain to cover any additional unforeseen incidentals.

PROJECT DESCRIPTION/BACKGROUND

On June 8, 2021, Council adopted Resolution No. 2021-052, awarding a construction contract in the amount of \$233,905 to Terra West Construction Inc., for the "J" & "K" Rehabilitation Project. On the first day of construction it was discovered that the existing pavement was placed over oil cake, therefore, the original construction method for the two segments along "J" and "K" would no longer be an appropriate method. A contract change order in the amount of \$59,652.31 was approved on July 13, 2021 in order to not delay the project and to not incur delay costs. The contract change order consisted of removing the existing asphalt, oil cake and native soil and replacing the section with aggregate base. Staff is requesting that Resolution No. 2021-074 be approved to replace Resolution No. 2021-052. Staff is also requesting that Council adopt resolution No. 2021-075 amending the fiscal year 2021-2022 budget appropriating available funds in the amount of \$59,652 from Measure C Street Maintenance Funds for the "J" & "K" Rehabilitation Project. Staff is requesting that the original 10% contingency in the amount of \$22,390.50 remain to cover any additional unforeseen incidentals.

FISCAL IMPACT

The additional project costs will be funded through the City's Measure C Street Maintenance Fund.

ATTACHMENTS

1. Resolution No. 2021-074
2. Resolution No. 2021-075
3. June 8, 2021 Council Staff Report and Attachments

RESOLUTION NO. 2021-074

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$283,557 TO
TERRA WEST CONSTRUCTION INC. FOR THE “J” and “K” STREET
REHABILITATION PROJECT**

WHEREAS, the City of Reedley issued a Notice to Bidders for “J” and “K” Rehabilitation Project; and

WHEREAS, the City received, opened and read aloud four (4) bids which the total Base Bid ranged from \$223,905.00 to \$243,166.75; and

WHEREAS, the lowest, most responsive and responsible bid was submitted by Terra West Construction Inc.; and

WHEREAS, on the first day of construction unanticipated site conditions were discovered resulting in a contract change order in the amount of \$59,652 being authorized in order to not delay construction.; and

WHEREAS, the City Council, using their independent judgment desires to award a construction contract for the lowest responsible responsive bid for total Base Bid plus Contract Change Order Number 1 in the amount of \$283,557

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley, using their independent judgment, hereby approves Resolution No. 2021-074 based on the following:

1. The above recitals are true and correct; and
2. That the contract for the “J” and “K” Rehabilitation Project is awarded to Terra West Construction Inc. for the unit and lump sum prices as bid plus contract changer order number one, the total amount of the contract being \$283,557
3. That the City Manager is authorized and directed to promptly execute the contract for the subject work with Terra West Construction Inc. subject to the submittal of the necessary bonds, insurance certificates and other necessary documents required by the specifications and special provisions for this project, all for the approval by and to the satisfaction of the City Engineer and the City Attorney.
4. The City Manager or her designee, is hereby authorized to execute contract change orders to the contract for this project and shall not exceed 10% of the original total bid or \$22,390.50 without prior approval of this City Council.
5. The total construction budget for this project, including the construction contract and contingency costs, shall not exceed approximately \$305,947.50

6. This resolution is effective immediately upon adoption.

This forgoing resolution is hereby approved at a regular meeting of the City Council of the City of Reedley held on the 27th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

BUDGET AMENDMENT RESOLUTION 2021-075

The City Council of the City of Reedley does hereby amend the 2021-22 Budget as follows:

SECTION I - ADDITIONS

Account Number	Account Description	Amount
016-4443.5441	"J" and "K" Rehabilitation	\$ 59,652
Total		\$ 59,652

Purpose: Construction costs for the unanticipated existing structural section on "J" and "K" Streets

SECTION II - SOURCE OF FUNDING


Account Number	Account Description	Amount
016-3141	Measure C Street Maintenance Subprogram	\$ 59,652
Total		\$ 59,652

Impact: Sufficient funds in Measure C Street Maintenance Account for the for the "J" and "K" Rehabilitation Project

REVIEWED:


Assistant City Manager 7/22/21

RECOMMENDED:


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on July 27, 2021, by the following vote:

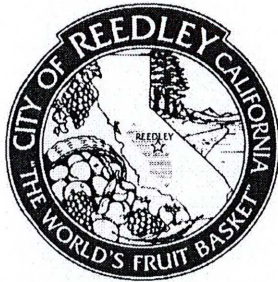
AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary L. Fast

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: June 8, 2021

TITLE: ADOPT RESOLUTION NO. 2021-052 AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$223,905 TO TERRA WEST CONSTRUCTION INC. FOR "J" AND "K" REHABILITATION PROJECT

PREPARED: Seth Regier
Engineering Assistant *SR*

SUBMITTED: Marilu S. Morales, P.E.
City Engineer *mm*

APPROVED: Nicole Zieba
City Manager *NZ*

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2021-052, awarding a construction contract in the amount of \$223,905 to Terra West Construction Inc. for the "J" and "K" Rehabilitation Project.

EXECUTIVE SUMMARY

Staff is requesting that the City Council adopt Resolution No. 2021-052 awarding the "J" and "K" Street Rehabilitation Project to Terra West Construction Inc. in the amount of \$223,905 and authorize the City Manager to execute the Public Improvement Agreement for the Project with Terra West Construction Inc. Execution of the Agreement is subject to the submittal of the necessary bonds, insurance certificates and other necessary documents as required by the specifications, special provisions for this project and State law.

The Project will rehabilitate "J" Street from 8th Street and 12th Street and "K" Street from Reed Avenue to Dinuba Avenue. The rehabilitation will be performed using a combination of type 2 slurry seal and grinding, grading and paving.

Staff is also requesting that a contingency of 10% of the total bid or \$22,390.50 be included in the Council action to cover any unforeseen incidentals.

PROJECT DESCRIPTION/BACKGROUND

The project will utilize funding from the City's Vehicle Impact Fee (VIF) which was previously approved with the budget adoption for fiscal year 2020/2021. This project was formerly identified as "J, K & L Slurry Project from Reed to 12th". Upon further investigation of the site and reviewing the City's Pavement Management Plan, it was determined that "L" Street was not in need of rehabilitation, so it was removed from the project's scope. The project was then revised to grind and overlay one (1) block of "J" Street between 9th Street and 10th Street and two (2) blocks of "K" Street between 13th Street and Dinuba Avenue where the existing pavement has failed. The remaining blocks, "J" Street from 8th Street to 9th Street and from 10th Street to 12th Street and on "K" Street from Reed Avenue to 13th Street, will be slurry sealed. All streets noted will be striped with new cross walks, bike lanes and stop bars.

On May 19, 2021, a Notice to Bidders for the Project was advertised on the City's website and on local builders' exchanges for a period of approximately two (2) weeks. During the bidding period, four (4) contractors requested bid documents from the City for this project.

On June 2, 2021, City staff conducted the bid opening for this project where four (4) bids were received, opened, and read aloud. The bids received for the total Base Bid ranged from \$223,905 to \$243,166.75 as shown in the attached Bid Tabulation. The engineer's estimate of probable cost for the Base Bid was \$218,948.70.

FISCAL IMPACT

This project will be funded through the City's Vehicle Impact Fee.

ATTACHMENTS

1. Resolution No. 2021-052
2. Exhibit A – Bid Tabulation

RESOLUTION NO. 2021-052

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$223,905 TO
TERRA WEST CONSTRUCTION INC. FOR THE "J" and "K" STREET
REHABILITATION PROJECT**

WHEREAS, the City of Reedley issued a Notice to Bidders for "J" and "K" Rehabilitation Project; and

WHEREAS, the City received, opened and read aloud four (4) bids which the total Base Bid ranged from \$223,905.00 to \$243,166.75; and

WHEREAS, the lowest, most responsive and responsible bid was submitted by Terra West Construction Inc.; and

WHEREAS, the City Council, using their independent judgment desires to award a construction contract for the lowest responsible responsive bid for total Base Bid in the amount of \$223,905

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley, using their independent judgment, hereby approves Resolution No. 2021-052 based on the following:

1. The above recitals are true and correct; and
2. That the contract for the "J" and "K" Rehabilitation Project is awarded to Terra West Construction Inc. for the unit and lump sum prices as bid, the total amount of the contract being \$223,905
3. That the City Manager is authorized and directed to promptly execute the contract for the subject work with Terra West Construction Inc. subject to the submittal of the necessary bonds, insurance certificates and other necessary documents required by the specifications and special provisions for this project, all for the approval by and to the satisfaction of the City Engineer and the City Attorney.
4. The City Manager or her designee, is hereby authorized to execute contract change orders to the contract for this project and shall not exceed 10% of the total bid or \$22,390.50 without prior approval of this City Council.
5. The total construction budget for this project, including the construction contract and contingency costs, shall not exceed approximately \$246,295.50
6. This resolution is effective immediately upon adoption.

This forgoing resolution is hereby approved at a regular meeting of the City Council of the City of Reedley held on the 8th day of June 2021, by the following vote:

AYES: Betancourt, Tuttle, Beck, Soleno, Fast.

NOES: None.

ABSTAIN: None.

ABSENT: None.

Mary L. Fast
Mary L. Fast, Mayor

ATTEST:

Ruthie A
Ruthie Greenwood, City Clerk

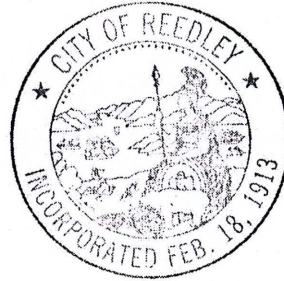
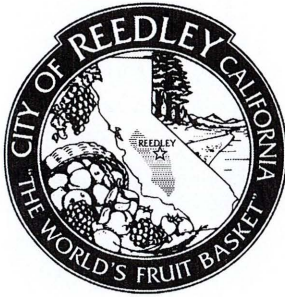


Exhibit A
"J" and "K" Rehabilitation Project
Bid Tabulation

Prepared By: S. Gonzalez
 Checked By: S. Regier
 Approved By: M. Morales
 Date: 6/2/2021

				Engineer's Estimate		Terra West Construction, Inc.		Witbro Inc., dba Seal Rite Paving & Grading		Avison Construction, Inc		R.J. Berry Jr., Inc.	
Item No.	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Base Bid													
1	Mobilization	1	LS	\$15,000.00	\$15,000.00	\$20,900.00	\$20,900.00	\$8,800.00	\$8,800.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
2	Insurance and Bonds	1	LS	\$5,000.00	\$5,000.00	\$3,100.00	\$3,100.00	\$5,500.82	\$5,500.82	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
3	Provide and MaintainTraffic Control	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$38,227.20	\$38,227.20	\$5,500.00	\$5,500.00	\$15,000.00	\$15,000.00
4	Dust Control and BMP Compliance	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$3,850.00	\$3,850.00	\$500.00	\$500.00	\$4,000.00	\$4,000.00
5	Saw-cutting	385	LF	\$4.00	\$1,540.00	\$3.00	\$1,155.00	\$5.50	\$2,117.50	\$3.00	\$1,155.00	\$3.00	\$1,155.00
6	Roadway Grinding and Grading	6,387	SY	\$6.00	\$38,322.00	\$5.00	\$31,935.00	\$5.41	\$34,553.67	\$6.00	\$38,322.00	\$10.25	\$65,466.75
7	Hot Mix Asphalt Concrete, Type-A	733	TN	\$100.00	\$73,300.00	\$105.00	\$76,965.00	\$91.57	\$67,120.81	\$130.00	\$95,290.00	\$90.00	\$65,970.00
8	Remove Existing Pavement Markings	1	LS	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$8,109.20	\$8,109.20	\$5,200.00	\$5,200.00	\$7,500.00	\$7,500.00
9	Thermoplastic Traffic Striping	1	LS	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$12,933.80	\$12,933.80	\$17,000.00	\$17,000.00	\$12,500.00	\$12,500.00
10	Slurry Seal - Type 2	15,100	SY	\$3.10	\$46,822.70	\$3.50	\$52,850.00	\$3.43	\$51,793.00	\$4.00	\$60,400.00	\$3.25	\$49,075.00
Total for Base Bid:				\$218,984.70		\$223,905.00		\$233,006.00		\$237,367.00		\$243,166.75	
Subcontractor				Striping		Safety Striping Service		Chrisp Company		Safety Striping Service		Chrisp Company	
				Asphalt		Asphalt Maintenance		Asphalt Maintenance		Asphalt Maintenance		Asphalt Maintenance	
				Rental								Pavement Recycling System	



REEDLEY CITY COUNCIL

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

ITEM NO: 13

DATE: July 27, 2021

TITLE: ADOPT RESOLUTION NO. 2021-076 AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF REEDLEY ACTIVE TRANSPORTATION AND PARKWAY MASTER PLAN

SUBMITTED: Rob Terry *RT*
Community Development Director

APPROVED: Nicole R. Zieba
City Manager *NZ*

RECOMMENDATION

Adopt Resolution No. 2021-076, authorizing the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation for the Reedley Active Transportation and Parkway Master Plan, funded through a California Department of Transportation FY 21/22 Sustainable Transportation Planning Grant.

EXECUTIVE SUMMARY

The California Department of Transportation (Caltrans) has notified the City of Reedley that the Reedley Active Transportation and Parkway Master Plan, which was submitted earlier this year, has been selected for awarding. The Reedley Active Transportation and Parkway Master Plan will be the first comprehensive Active Transportation Plan for the City of Reedley, and will utilize previous plans and studies conducted to ensure consistency and efficiency. To allow for grant agreement processing, Caltrans requires a resolution authorizing the City Manager, or designee, to execute all grant agreement documents and any amendments, as needed. Said resolution is attached for Council's consideration.

BACKGROUND

On February 12, 2021, the City of Reedley, in partnership with the Local Government Commission (LGC), submitted a Sustainable Transportation Planning Grant application to Caltrans to conduct the Reedley Active Transportation and Parkway Master Plan. On June 22, 2021, staff was notified that the City had been selected as a conditional awardee in the amount of \$265,537. The grant requires a local match of 11.47% of the total project, which

equates to \$34,403. Total project costs are identified as \$299,940. In accordance with Sustainable Transportation Planning Grant Program regulations, a resolution authorizing the City Manager, or designee, to execute all grant agreement documents and any amendments (as appropriate) is required. Said resolution is attached for Council's consideration.

Following grant acceptance and agreement signing, staff will begin coordinating the work plan with Caltrans and the Local Government Commission; and will begin the Request for Proposal (RFP) process for any additional consultant assistance, if determined to be necessary. Staff will return to Council with any service agreement recommendations for consultant assistance, if needed.

The Reedley Active Transportation and Parkway Master Plan will be the first comprehensive Active Transportation Plan for the City of Reedley, and will incorporate elements of the 2002 Rail Corridor Master Plan, the 2010 Bicycle Master Plan, the 2019 Bicycle and Pedestrian Mobility Plan, and the Reedley Parkway Expansion Pre-feasibility Study completed in late 2020, as appropriate. The timing for this project is perfect as it builds on previous active transportation efforts to develop a plan that looks at prioritizing key projects and preparing them for implementation. The City will take the initial bicycle and pedestrian recommendations in the Mobility Plan and the trail prefeasibility study for expanding the Reedley Parkway, and conduct an intensive participatory planning effort to prepare a community-driven Active Transportation and Parkway Master Plan that reduces vehicle miles traveled, GHG emissions, and improves safety for all modes of travel.

The Active Transportation Plan will include all of the required components listed by the California Transportation Commission in Section 13E of the 2017 ATP Guidelines. By prioritizing improvements, the Plan will guide the City of Reedley to secure funding and rapidly implement improvements to strengthen the active transportation network. The plan will help prioritize projects by identifying locations that generate a higher volume of pedestrian and bicycle trips. The overall goal of this project is to ensure that the City develops a working document that can guide implementation of active transportation projects and programs in future years.

Most critically, the Active Transportation and Parkway Master Plan will address the following key issues:

- Identify missing connections that hamper movement by pedestrians, cyclists and vehicles that could be completed through road or trail connections.
- Assess locations where there are concerns about safety for pedestrians and cyclists to identify the necessary physical/operational safety countermeasures.
- Identify pedestrian activity centers where the City would most benefit from investment in active transportation.
- Identify barriers to transportation that prevent people from walking or bicycling including roadway crossings, physical barriers, traffic volumes and gaps in infrastructure
- Engage the community to better understand current mobility challenges, especially of lower-income, underserved residents
- Develop a Master Plan that will guide expansion of the Reedley Parkway into a multi-use trail connecting key destinations and circling the City.

FISCAL IMPACT

The grant requires a local match of 11.47% of the total project, which equates to \$34,403. Due to the timing in which awarding was announced, funding in the FY 21/22 budget was not allocated for this project. As such, Council should anticipate a budget amendment to allocate the required match funds in the near future.

PRIOR COUNCIL ACTIONS

No prior actions have been taken in regards to this activity.

ATTACHMENTS

1. Resolution No. 2021-076
2. Conditional Award Announcement from Caltrans, dated 6/22/2021

Motion: _____

Second: _____

RESOLUTION NO. 2021-076

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF
REEDLEY ACTIVE TRANSPORTATION AND PARKWAY MASTER PLAN.**

WHEREAS, The City Council of the City of Reedley is eligible to receive Federal and/or State funding for certain transportation-related plans, through the California Department of Transportation; and

WHEREAS, A Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City of Reedley wishes to delegate authorization to execute these agreements and any amendments thereto; and

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
2. The City Council authorizes the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation; and
4. This resolution is effective upon adoption.

This foregoing resolution is hereby approved the 27th day of July, 2021, in the City of Reedley, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Mary L. Fast, Mayor

Ruthie Greenwood, City Clerk

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS-32 SACRAMENTO, CA 94273-0001
(916) 261-3326 | TTY 711
www.dot.ca.gov



06/22/21

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Fiscal Year 2021-22 Sustainable Transportation Planning Grant award.

Fiscal Year 2021-22 Sustainable Transportation Planning Grant Program					
Grant Category	Sustainable Communities - State Highway Account				
Project Title	Active Transportation and Parkway Master Plan				
Grantee/Agency	City of Reedley				
Executive Director	Nicole Zieba				
Grantee/Agency Contact	Rob Terry				
Sub-Recipient(s)	Local Government Commission				
Caltrans District Contact(s)	Lorena Mendibles				
Caltrans District Contact(s) E-mail	Lorena.Mendibles@dot.ca.gov				
Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$265,537	\$34,403	\$0	\$34,403	11.47%	\$299,940
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due	
07/30/21		02/29/24		04/29/24	
* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.					

Next Steps

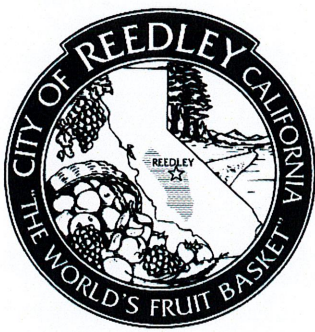
1. The Caltrans District Grant Manager will schedule a Conditional Award Teleconference, with your agency soon.
 - A list of conditions and project revisions necessary to accept grant funding will be provided at this meeting as well as a follow-up email outlining the discussion.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
 - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the Conditions of Grant Acceptance outlined in the teleconference and follow-up email.
4. Once the required conditions are met and agreements in place, the Caltrans District Grant Manager will:
 - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). **Grant work cannot begin until the Notice to Proceed letter is received by your agency.**
 - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional and Community Planning



REEDLEY CITY COUNCIL

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

ITEM NO: 15

DATE: July 27, 2021

TITLE: CONSIDERATION OF ITEMS PERTAINING TO REORGANIZATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT

- A. ADOPT RESOLUTION NO. 2021-072 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING A MASTER SALARY TABLE FOR ALL EMPLOYEES OF THE CITY OF REEDLEY RECOGNIZING THE JOB CLASSIFICATION OF COMMUNITY DEVELOPMENT TECHNICIAN
- B. ADOPT RESOLUTION NO. 2021-073 OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING A SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES RECOGNIZING THE JOB CLASSIFICATION OF COMMUNITY DEVELOPMENT TECHNICIAN

SUBMITTED: Paul A. Melikian, Assistant City Manager *PM*
Rob Terry, Community Development Director *RT*

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

RECOMMENDATION

Staff recommends the adoption of Resolutions No. 2021-072 and 2021-073 revising the salary and benefit schedule for Unrepresented employees and Master Salary Table for all employees of the City of Reedley, respectively, that establishes the job classification of 'Community Development Technician', but does not add to existing department staffing levels. No other changes to salary and benefits are included.

EXECUTIVE SUMMARY

A new job classification of 'Community Development Technician' is requested to be established in the City's salary and benefit resolutions that would allow staff to reclassify the current 'Building Permit Technician' position to take on an expanded role in the Community Development Department for both the planning and building functions; a move necessary to meet the ongoing influx of planning entitlement and construction activity in the city and resulting demands on staff. The additional cost of reclassifying the existing 'Building Permit Technician' to the 'Community Development Technician' job classification is estimated to be \$3,000 annually.

BACKGROUND

The Community Development Department is made up of two divisions: Planning and Building. Planning oversees the land use entitlement process, while Building oversees the construction inspection of approved structures and developments throughout the community. Each of these responsibilities requires significant technical expertise and understanding of specialized and numerous laws, regulations, policies and codes that are applicable to land use planning and construction activities.

Paramount to successful and efficient operations of the department is the placement of trained and dedicated staff who are committed to teamwork, and who are cross-trained between the divisions. The

proposed "Community Development Technician" job classification will allow for a greater level of assistance to be offered to both the Planning and Building Divisions, by employing a technician-level role that has exposure and direct input to both the land use entitlement process and the building permit process. This cross-trained position will improve staff capacity in both divisions, allow for a more efficient mix of administrative and technical responsibilities, and – most importantly – ensures that the high level of customer service the Community Development Department is known for can be maintained.

Inclusion of this position comes at a critical time for the Department, as both planning entitlement and building activity have significantly increased over the past several years within the community. For example, between 2010 and 2015, the average number of planning entitlements processed per year was 30. Since 2015, that number has increased to an average of 72; an increase of nearly 240%. This increased entitlement activity has directly resulted in heightened activity in the Building Division, where building permits issued doubled in number between 2020 and the current year; with building valuation increasing nearly 365% and fees collected increasing 700% from 2020 numbers. This trend is expected to not only continue, but even further increase, as full build-out activity of the multiple residential developments within town continues – with several more projects currently working their way through the planning entitlement and approval pipeline. With the addition of more residential units also comes the introduction of more commercial development. Staff is currently working with multiple developers on commercial development applications and permit activity, with even more projects to come.

Over the past several years, current staff has worked diligently to address the increased workload demands by implementing tools such as cross-departmental centralized permitting software to improve efficiency, and utilizing part-time staff and consultants for project support services. While these practices have allowed for success to date, the workload continues to grow at a rate that is outpacing current staff capacity. Adding to the challenge is the limited number of consulting firms available to provide building support services, as this industry is experiencing a wave of retirements resulting in a very shallow pool of technical-staff available. As such, the retention and cross-training of current staff in-place becomes even more critical to address in a timely manner.

Outside Building Inspection Services

The City currently relies upon outside professional services for Building Official services, which was necessary upon the retirement of the City's long serving Building Official to meet the ongoing influx of construction activity in the city and resulting demands on staff. The use of outside services was viewed by staff as a stop gap measure until a permanent Building Official could be hired. The fully burdened cost of outside inspection services is \$140.00-155.00 per hour compared to approximately \$55.00-\$65.00 per hour for a full-time Building Official. Staff believes that at this time it is appropriate to conduct a recruitment for the permanent Building Official to ensure continuity and quality of service to the community.

FISCAL IMPACT

The additional cost of the Community Development Technician position is estimated to be \$3,000 annually. The savings associated with recruitment of a full-time Building Official as compared to use of a consultant is estimated to be in excess of \$65,000.

ATTACHMENTS

Resolution 2021-072 City Master Salary Tables

Resolution 2021-073 Salary & Benefit Schedule for Unrepresented Employees

RESOLUTION NO. 2021-072

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF REEDLEY ADOPTING MASTER SALARY TABLES
FOR ALL EMPLOYEES OF THE CITY OF REEDLEY**

WHEREAS, Section 36506 of the Government Code of the State of California provides that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

WHEREAS, the Master Salary Tables are attached as Exhibit 'A' to this Resolution has been reviewed and considered by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley as follows:

1. The Master Salary Tables attached hereto as Exhibit 'A' are hereby adopted.
2. All prior resolutions concerning compensation for City employees that are in conflict with this Resolution or the attached Master Salary Tables are hereby repealed, and this Resolution shall be effective July 28, 2021.

The foregoing Resolution was duly passed, approved, and adopted on the 27th day of July 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mary L. Fast, Mayor

Ruthie Greenwood, City Clerk

Salary Table

Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
37-U	Fire Administrative Clerk Staff Assistant	Hourly	\$ 18.1457	\$ 19.0529	\$ 20.0058	\$ 21.0063	\$ 22.0567
		Bi-weekly	\$ 1,452	\$ 1,524	\$ 1,600	\$ 1,681	\$ 1,765
		Monthly	\$ 3,145	\$ 3,303	\$ 3,468	\$ 3,641	\$ 3,823
		Annual	\$ 37,743	\$ 39,630	\$ 41,612	\$ 43,693	\$ 45,878
38-U	Accounting Technician I	Hourly	\$ 18.5995	\$ 19.5293	\$ 20.5058	\$ 21.5313	\$ 22.6077
		Bi-weekly	\$ 1,488	\$ 1,562	\$ 1,640	\$ 1,723	\$ 1,809
		Monthly	\$ 3,224	\$ 3,385	\$ 3,554	\$ 3,732	\$ 3,919
		Annual	\$ 38,687	\$ 40,621	\$ 42,652	\$ 44,785	\$ 47,024
39-U		Hourly	\$ 19.0644	\$ 20.0178	\$ 21.0188	\$ 22.0697	\$ 23.1731
		Bi-weekly	\$ 1,525	\$ 1,601	\$ 1,682	\$ 1,766	\$ 1,854
		Monthly	\$ 3,305	\$ 3,470	\$ 3,643	\$ 3,825	\$ 4,017
		Annual	\$ 39,654	\$ 41,637	\$ 43,719	\$ 45,905	\$ 48,200
40-U		Hourly	\$ 19.5409	\$ 20.5178	\$ 21.5438	\$ 22.6212	\$ 23.7524
		Bi-weekly	\$ 1,563	\$ 1,641	\$ 1,724	\$ 1,810	\$ 1,900
		Monthly	\$ 3,387	\$ 3,556	\$ 3,734	\$ 3,921	\$ 4,117
		Annual	\$ 40,645	\$ 42,677	\$ 44,811	\$ 47,052	\$ 49,405
41-U	Recreation Coordinator (FLSA Exempt) Facilities Coordinator (FLSA Exempt) Senior Citizens Coordinator (FLSA Exempt)	Hourly	\$ 20.0293	\$ 21.0308	\$ 22.0822	\$ 23.1865	\$ 24.3457
		Bi-weekly	\$ 1,602	\$ 1,682	\$ 1,767	\$ 1,855	\$ 1,948
		Monthly	\$ 3,472	\$ 3,645	\$ 3,828	\$ 4,019	\$ 4,220
		Annual	\$ 41,661	\$ 43,744	\$ 45,931	\$ 48,228	\$ 50,639
42-U	Accounting Technician II Administrative Assistant Human Resources Technician	Hourly	\$ 20.5303	\$ 21.5567	\$ 22.6346	\$ 23.7663	\$ 24.9548
		Bi-weekly	\$ 1,642	\$ 1,725	\$ 1,811	\$ 1,901	\$ 1,996
		Monthly	\$ 3,559	\$ 3,737	\$ 3,923	\$ 4,120	\$ 4,326
		Annual	\$ 42,703	\$ 44,838	\$ 47,080	\$ 49,434	\$ 51,906
43-U	CAD Technician	Hourly	\$ 21.0438	\$ 22.0962	\$ 23.2010	\$ 24.3611	\$ 25.5793
		Bi-weekly	\$ 1,684	\$ 1,768	\$ 1,856	\$ 1,949	\$ 2,046
		Monthly	\$ 3,648	\$ 3,830	\$ 4,022	\$ 4,223	\$ 4,434
		Annual	\$ 43,771	\$ 45,960	\$ 48,258	\$ 50,671	\$ 53,205
44-U	Building Permit Technician	Hourly	\$ 21.5697	\$ 22.6481	\$ 23.7803	\$ 24.9692	\$ 26.2178
		Bi-weekly	\$ 1,726	\$ 1,812	\$ 1,902	\$ 1,998	\$ 2,097
		Monthly	\$ 3,739	\$ 3,926	\$ 4,122	\$ 4,328	\$ 4,544
		Annual	\$ 44,865	\$ 47,108	\$ 49,463	\$ 51,936	\$ 54,533

EXHIBIT "A"

Salary Table

Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
45-U	Life Safety / Code Officer	Hourly	\$ 22.1091	\$ 23.2144	\$ 24.3750	\$ 25.5938	\$ 26.8736
		Bi-weekly	\$ 1,769	\$ 1,857	\$ 1,950	\$ 2,048	\$ 2,150
		Monthly	\$ 3,832	\$ 4,024	\$ 4,225	\$ 4,436	\$ 4,658
		Annual	\$ 45,987	\$ 48,286	\$ 50,700	\$ 53,235	\$ 55,897
46-U	<i>Add: Community Development Technician</i>	Hourly	\$ 22.6620	\$ 23.7952	\$ 24.9851	\$ 26.2341	\$ 27.5457
		Bi-weekly	\$ 1,813	\$ 1,904	\$ 1,999	\$ 2,099	\$ 2,204
		Monthly	\$ 3,928	\$ 4,125	\$ 4,331	\$ 4,547	\$ 4,775
		Annual	\$ 47,137	\$ 49,494	\$ 51,969	\$ 54,567	\$ 57,295
47-U		Hourly	\$ 23.2284	\$ 24.3899	\$ 25.6096	\$ 26.8899	\$ 28.2346
		Bi-weekly	\$ 1,858	\$ 1,951	\$ 2,049	\$ 2,151	\$ 2,259
		Monthly	\$ 4,026	\$ 4,228	\$ 4,439	\$ 4,661	\$ 4,894
		Annual	\$ 48,315	\$ 50,731	\$ 53,268	\$ 55,931	\$ 58,728
48-U		Hourly	\$ 23.8091	\$ 24.9995	\$ 26.2495	\$ 27.5620	\$ 28.9399
		Bi-weekly	\$ 1,905	\$ 2,000	\$ 2,100	\$ 2,205	\$ 2,315
		Monthly	\$ 4,127	\$ 4,333	\$ 4,550	\$ 4,777	\$ 5,016
		Annual	\$ 49,523	\$ 51,999	\$ 54,599	\$ 57,329	\$ 60,195
49-U	Engineering Technician Building Inspector I Executive Assistant / Deputy City Clerk (FLSA Exempt)	Hourly	\$ 24.4043	\$ 25.6245	\$ 26.9058	\$ 28.2510	\$ 29.6635
		Bi-weekly	\$ 1,952	\$ 2,050	\$ 2,152	\$ 2,260	\$ 2,373
		Monthly	\$ 4,230	\$ 4,442	\$ 4,664	\$ 4,897	\$ 5,142
		Annual	\$ 50,761	\$ 53,299	\$ 55,964	\$ 58,762	\$ 61,700
50-U		Hourly	\$ 25.0144	\$ 26.2654	\$ 27.5788	\$ 28.9577	\$ 30.4058
		Bi-weekly	\$ 2,001	\$ 2,101	\$ 2,206	\$ 2,317	\$ 2,432
		Monthly	\$ 4,336	\$ 4,553	\$ 4,780	\$ 5,019	\$ 5,270
		Annual	\$ 52,030	\$ 54,632	\$ 57,364	\$ 60,232	\$ 63,244
51-U	Assistant Planner (FLSA Exempt) Management Analyst (FLSA Exempt) Accountant (FLSA Exempt) Facilities Supervisor (FLSA Exempt)	Hourly	\$ 25.6399	\$ 26.9221	\$ 28.2683	\$ 29.6817	\$ 31.1659
		Bi-weekly	\$ 2,051	\$ 2,154	\$ 2,261	\$ 2,375	\$ 2,493
		Monthly	\$ 4,444	\$ 4,667	\$ 4,900	\$ 5,145	\$ 5,402
		Annual	\$ 53,331	\$ 55,998	\$ 58,798	\$ 61,738	\$ 64,825
52-U		Hourly	\$ 26.2808	\$ 27.5947	\$ 28.9745	\$ 30.4231	\$ 31.9442
		Bi-weekly	\$ 2,102	\$ 2,208	\$ 2,318	\$ 2,434	\$ 2,556
		Monthly	\$ 4,555	\$ 4,783	\$ 5,022	\$ 5,273	\$ 5,537
		Annual	\$ 54,664	\$ 57,397	\$ 60,267	\$ 63,280	\$ 66,444

Salary Table

Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
53-U	Building Inspector II	Hourly	\$ 26.9380	\$ 28.2851	\$ 29.6995	\$ 31.1846	\$ 32.7438
		Bi-weekly	\$ 2,155	\$ 2,263	\$ 2,376	\$ 2,495	\$ 2,620
		Monthly	\$ 4,669	\$ 4,903	\$ 5,148	\$ 5,405	\$ 5,676
		Annual	\$ 56,031	\$ 58,833	\$ 61,775	\$ 64,864	\$ 68,107
54-U	Recreation Supervisor (FLSA Exempt)	Hourly	\$ 27.6115	\$ 28.9923	\$ 30.4418	\$ 31.9639	\$ 33.5620
		Bi-weekly	\$ 2,209	\$ 2,319	\$ 2,435	\$ 2,557	\$ 2,685
		Monthly	\$ 4,786	\$ 5,025	\$ 5,277	\$ 5,540	\$ 5,817
		Annual	\$ 57,432	\$ 60,304	\$ 63,319	\$ 66,485	\$ 69,809
55-U	Engineering Assistant	Hourly	\$ 28.3019	\$ 29.7168	\$ 31.2029	\$ 32.7630	\$ 34.4010
		Bi-weekly	\$ 2,264	\$ 2,377	\$ 2,496	\$ 2,621	\$ 2,752
		Monthly	\$ 4,906	\$ 5,151	\$ 5,409	\$ 5,679	\$ 5,963
		Annual	\$ 58,868	\$ 61,811	\$ 64,902	\$ 68,147	\$ 71,554
56-U		Hourly	\$ 29.0096	\$ 30.4601	\$ 31.9832	\$ 33.5822	\$ 35.2615
		Bi-weekly	\$ 2,321	\$ 2,437	\$ 2,559	\$ 2,687	\$ 2,821
		Monthly	\$ 5,028	\$ 5,280	\$ 5,544	\$ 5,821	\$ 6,112
		Annual	\$ 60,340	\$ 63,357	\$ 66,525	\$ 69,851	\$ 73,344
57-U	Associate Planner (FLSA Exempt)	Hourly	\$ 29.7351	\$ 31.2216	\$ 32.7827	\$ 34.4216	\$ 36.1428
	Senior Building Inspector	Bi-weekly	\$ 2,379	\$ 2,498	\$ 2,623	\$ 2,754	\$ 2,891
	City Clerk (FLSA Exempt)	Monthly	\$ 5,154	\$ 5,412	\$ 5,682	\$ 5,966	\$ 6,265
	Senior Management Analyst (FLSA Exempt)	Annual	\$ 61,849	\$ 64,941	\$ 68,188	\$ 71,597	\$ 75,177
58-U	Senior Human Resources Analyst (FLSA Exempt)						
		Hourly	\$ 30.4784	\$ 32.0024	\$ 33.6024	\$ 35.2827	\$ 37.0466
		Bi-weekly	\$ 2,438	\$ 2,560	\$ 2,688	\$ 2,823	\$ 2,964
		Monthly	\$ 5,283	\$ 5,547	\$ 5,824	\$ 6,116	\$ 6,421
59-U		Annual	\$ 63,395	\$ 66,565	\$ 69,893	\$ 73,388	\$ 77,057
		Hourly	\$ 31.2404	\$ 32.8024	\$ 34.4423	\$ 36.1644	\$ 37.9726
		Bi-weekly	\$ 2,499	\$ 2,624	\$ 2,755	\$ 2,893	\$ 3,038
		Monthly	\$ 5,415	\$ 5,686	\$ 5,970	\$ 6,269	\$ 6,582
60-U		Annual	\$ 64,980	\$ 68,229	\$ 71,640	\$ 75,222	\$ 78,983
		Hourly	\$ 32.0216	\$ 33.6226	\$ 35.3038	\$ 37.0692	\$ 38.9226
		Bi-weekly	\$ 2,562	\$ 2,690	\$ 2,824	\$ 2,966	\$ 3,114
		Monthly	\$ 5,550	\$ 5,828	\$ 6,119	\$ 6,425	\$ 6,747
		Annual	\$ 66,605	\$ 69,935	\$ 73,432	\$ 77,104	\$ 80,959

EXHIBIT "A"

Salary Table

Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
61-U	Senior Engineering Assistant (FLSA Exempt) Senior Accountant (FLSA Exempt)	Hourly	\$ 32.8221	\$ 34.4635	\$ 36.1865	\$ 37.9957	\$ 39.8957
		Bi-weekly	\$ 2,626	\$ 2,757	\$ 2,895	\$ 3,040	\$ 3,192
		Monthly	\$ 5,689	\$ 5,974	\$ 6,272	\$ 6,586	\$ 6,915
		Annual	\$ 68,270	\$ 71,684	\$ 75,268	\$ 79,031	\$ 82,983
62-U	Senior Planner (FLSA Exempt) City Clerk / Executive Assistant (FLSA Exempt)	Hourly	\$ 33.6428	\$ 35.3250	\$ 37.0913	\$ 38.9462	\$ 40.8933
		Bi-weekly	\$ 2,691	\$ 2,826	\$ 2,967	\$ 3,116	\$ 3,271
		Monthly	\$ 5,831	\$ 6,123	\$ 6,429	\$ 6,751	\$ 7,088
		Annual	\$ 69,977	\$ 73,476	\$ 77,150	\$ 81,008	\$ 85,058
63-U		Hourly	\$ 34.4837	\$ 36.2077	\$ 38.0183	\$ 39.9192	\$ 41.9154
		Bi-weekly	\$ 2,759	\$ 2,897	\$ 3,041	\$ 3,194	\$ 3,353
		Monthly	\$ 5,977	\$ 6,276	\$ 6,590	\$ 6,919	\$ 7,265
		Annual	\$ 71,726	\$ 75,312	\$ 79,078	\$ 83,032	\$ 87,184
64-U	Assistant Engineer (FLSA Exempt) Capital Projects / Airport Manager (FLSA Exempt) Public Works Manager (FLSA Exempt) City Building Official (FLSA Exempt)	Hourly	\$ 35.3457	\$ 37.1130	\$ 38.9688	\$ 40.9173	\$ 42.9630
		Bi-weekly	\$ 2,828	\$ 2,969	\$ 3,118	\$ 3,273	\$ 3,437
		Monthly	\$ 6,127	\$ 6,433	\$ 6,755	\$ 7,092	\$ 7,447
		Annual	\$ 73,519	\$ 77,195	\$ 81,055	\$ 85,108	\$ 89,363
65-U	Roads & Grounds Supervisor (FLSA Exempt) Water System Supervisor (FLSA Exempt)	Hourly	\$ 36.2293	\$ 38.0409	\$ 39.9428	\$ 41.9399	\$ 44.0370
		Bi-weekly	\$ 2,898	\$ 3,043	\$ 3,195	\$ 3,355	\$ 3,523
		Monthly	\$ 6,280	\$ 6,594	\$ 6,923	\$ 7,270	\$ 7,633
		Annual	\$ 75,357	\$ 79,125	\$ 83,081	\$ 87,235	\$ 91,597
66-U	Fire Battalion Chief (FLSA Exempt)	Hourly	\$ 37.1351	\$ 38.9918	\$ 40.9413	\$ 42.9885	\$ 45.1380
		Bi-weekly	\$ 2,971	\$ 3,119	\$ 3,275	\$ 3,439	\$ 3,611
		Monthly	\$ 6,437	\$ 6,759	\$ 7,097	\$ 7,451	\$ 7,824
		Annual	\$ 77,241	\$ 81,103	\$ 85,158	\$ 89,416	\$ 93,887
67-U	Wastewater System Supervisor (FLSA Exempt)	Hourly	\$ 38.0635	\$ 39.9668	\$ 41.9654	\$ 44.0635	\$ 46.2668
		Bi-weekly	\$ 3,045	\$ 3,197	\$ 3,357	\$ 3,525	\$ 3,701
		Monthly	\$ 6,598	\$ 6,928	\$ 7,274	\$ 7,638	\$ 8,020
		Annual	\$ 79,172	\$ 83,131	\$ 87,288	\$ 91,652	\$ 96,235
68-U	Human Resources Manager (FLSA Exempt) City Planner (FLSA Exempt)	Hourly	\$ 39.0149	\$ 40.9659	\$ 43.0139	\$ 45.1644	\$ 47.4226
		Bi-weekly	\$ 3,121	\$ 3,277	\$ 3,441	\$ 3,613	\$ 3,794
		Monthly	\$ 6,763	\$ 7,101	\$ 7,456	\$ 7,829	\$ 8,220
		Annual	\$ 81,151	\$ 85,209	\$ 89,469	\$ 93,942	\$ 98,639

EXHIBIT "A"

Salary Table

Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
69-U		Hourly	\$ 39.9904	\$ 41.9899	\$ 44.0894	\$ 46.2938	\$ 48.6087
		Bi-weekly	\$ 3,199	\$ 3,359	\$ 3,527	\$ 3,704	\$ 3,889
		Monthly	\$ 6,932	\$ 7,278	\$ 7,642	\$ 8,024	\$ 8,426
		Annual	\$ 83,180	\$ 87,339	\$ 91,706	\$ 96,291	\$ 101,106
70-U	Accounting Manager (FLSA Exempt) Associate Engineer (FLSA Exempt)	Hourly	\$ 40.9904	\$ 43.0399	\$ 45.1918	\$ 47.4514	\$ 49.8240
		Bi-weekly	\$ 3,279	\$ 3,443	\$ 3,615	\$ 3,796	\$ 3,986
		Monthly	\$ 7,105	\$ 7,460	\$ 7,833	\$ 8,225	\$ 8,636
		Annual	\$ 85,260	\$ 89,523	\$ 93,999	\$ 98,699	\$ 103,634
71-U	Police Lieutenant (FLSA Exempt)	Hourly	\$ 42.0154	\$ 44.1163	\$ 46.3221	\$ 48.6385	\$ 51.0702
		Bi-weekly	\$ 3,361	\$ 3,529	\$ 3,706	\$ 3,891	\$ 4,086
		Monthly	\$ 7,283	\$ 7,647	\$ 8,029	\$ 8,431	\$ 8,852
		Annual	\$ 87,392	\$ 91,762	\$ 96,350	\$ 101,168	\$ 106,226
72-U		Hourly	\$ 43.0659	\$ 45.2192	\$ 47.4803	\$ 49.8543	\$ 52.3471
		Bi-weekly	\$ 3,445	\$ 3,618	\$ 3,798	\$ 3,988	\$ 4,188
		Monthly	\$ 7,465	\$ 7,838	\$ 8,230	\$ 8,641	\$ 9,074
		Annual	\$ 89,577	\$ 94,056	\$ 98,759	\$ 103,697	\$ 108,882
73-U	City Engineer (Division Head FLSA Exempt)	Hourly	\$ 44.1423	\$ 46.3495	\$ 48.6668	\$ 51.1000	\$ 53.6548
		Bi-weekly	\$ 3,531	\$ 3,708	\$ 3,893	\$ 4,088	\$ 4,292
		Monthly	\$ 7,651	\$ 8,034	\$ 8,436	\$ 8,857	\$ 9,300
		Annual	\$ 91,816	\$ 96,407	\$ 101,227	\$ 106,288	\$ 111,602
74-U	Fire Chief (FLSA Exempt)	Hourly	\$ 45.2457	\$ 47.5082	\$ 49.8837	\$ 52.3779	\$ 54.9966
		Bi-weekly	\$ 3,620	\$ 3,801	\$ 3,991	\$ 4,190	\$ 4,400
		Monthly	\$ 7,843	\$ 8,235	\$ 8,647	\$ 9,079	\$ 9,533
		Annual	\$ 94,111	\$ 98,817	\$ 103,758	\$ 108,946	\$ 114,393
75-U	Community Services Director (FLSA Exempt)	Hourly	\$ 46.3769	\$ 48.6957	\$ 51.1303	\$ 53.6870	\$ 56.3712
		Bi-weekly	\$ 3,710	\$ 3,896	\$ 4,090	\$ 4,295	\$ 4,510
		Monthly	\$ 8,039	\$ 8,441	\$ 8,863	\$ 9,306	\$ 9,771
		Annual	\$ 96,464	\$ 101,287	\$ 106,351	\$ 111,669	\$ 117,252
76-U		Hourly	\$ 47.5365	\$ 49.9135	\$ 52.4091	\$ 55.0298	\$ 57.7813
		Bi-weekly	\$ 3,803	\$ 3,993	\$ 4,193	\$ 4,402	\$ 4,623
		Monthly	\$ 8,240	\$ 8,652	\$ 9,084	\$ 9,539	\$ 10,015
		Annual	\$ 98,876	\$ 103,820	\$ 109,011	\$ 114,462	\$ 120,185

Salary Table

Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
77-U		Hourly	\$ 48.7250	\$ 51.1611	\$ 53.7192	\$ 56.4053	\$ 59.2255
		Bi-weekly	\$ 3,898	\$ 4,093	\$ 4,298	\$ 4,512	\$ 4,738
		Monthly	\$ 8,446	\$ 8,868	\$ 9,311	\$ 9,777	\$ 10,266
		Annual	\$ 101,348	\$ 106,415	\$ 111,736	\$ 117,323	\$ 123,189
78-U		Hourly	\$ 49.9433	\$ 52.4404	\$ 55.0625	\$ 57.8159	\$ 60.7067
		Bi-weekly	\$ 3,995	\$ 4,195	\$ 4,405	\$ 4,625	\$ 4,857
		Monthly	\$ 8,657	\$ 9,090	\$ 9,544	\$ 10,021	\$ 10,523
		Annual	\$ 103,882	\$ 109,076	\$ 114,530	\$ 120,257	\$ 126,270
79-U		Hourly	\$ 51.1918	\$ 53.7514	\$ 56.4389	\$ 59.2611	\$ 62.2240
		Bi-weekly	\$ 4,095	\$ 4,300	\$ 4,515	\$ 4,741	\$ 4,978
		Monthly	\$ 8,873	\$ 9,317	\$ 9,783	\$ 10,272	\$ 10,786
		Annual	\$ 106,479	\$ 111,803	\$ 117,393	\$ 123,263	\$ 129,426
80-U		Hourly	\$ 52.4716	\$ 55.0952	\$ 57.8500	\$ 60.7423	\$ 63.7793
		Bi-weekly	\$ 4,198	\$ 4,408	\$ 4,628	\$ 4,859	\$ 5,102
		Monthly	\$ 9,095	\$ 9,550	\$ 10,027	\$ 10,529	\$ 11,055
		Annual	\$ 109,141	\$ 114,598	\$ 120,328	\$ 126,344	\$ 132,661
81-U	Director of Finance & Administrative Services (FLSA Exempt) Public Works Director (FLSA Exempt) Community Development Director (FLSA Exempt) City Engineer (Department Head FLSA Exempt) Police Chief (FLSA Exempt)	Hourly	\$ 53.7837	\$ 56.4731	\$ 59.2966	\$ 62.2615	\$ 65.3745
		Bi-weekly	\$ 4,303	\$ 4,518	\$ 4,744	\$ 4,981	\$ 5,230
		Monthly	\$ 9,323	\$ 9,789	\$ 10,278	\$ 10,792	\$ 11,332
		Annual	\$ 111,870	\$ 117,464	\$ 123,337	\$ 129,504	\$ 135,979
82-U		Hourly	\$ 55.1284	\$ 57.8846	\$ 60.7788	\$ 63.8178	\$ 67.0087
		Bi-weekly	\$ 4,410	\$ 4,631	\$ 4,862	\$ 5,105	\$ 5,361
		Monthly	\$ 9,556	\$ 10,033	\$ 10,535	\$ 11,062	\$ 11,615
		Annual	\$ 114,667	\$ 120,400	\$ 126,420	\$ 132,741	\$ 139,378
83-U		Hourly	\$ 56.5067	\$ 59.3322	\$ 62.2990	\$ 65.4139	\$ 68.6846
		Bi-weekly	\$ 4,521	\$ 4,747	\$ 4,984	\$ 5,233	\$ 5,495
		Monthly	\$ 9,795	\$ 10,284	\$ 10,799	\$ 11,338	\$ 11,905
		Annual	\$ 117,534	\$ 123,411	\$ 129,582	\$ 136,061	\$ 142,864
84-U		Hourly	\$ 57.9192	\$ 60.8154	\$ 63.8563	\$ 67.0490	\$ 70.4014
		Bi-weekly	\$ 4,634	\$ 4,865	\$ 5,109	\$ 5,364	\$ 5,632
		Monthly	\$ 10,039	\$ 10,541	\$ 11,068	\$ 11,622	\$ 12,203
		Annual	\$ 120,472	\$ 126,496	\$ 132,821	\$ 139,462	\$ 146,435

EXHIBIT "A"

Salary Table

Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
85-U	Assistant City Manager (FLSA Exempt)	Hourly	\$ 59.3673	\$ 62.3356	\$ 65.4524	\$ 68.7250	\$ 72.1611
		Bi-weekly	\$ 4,749	\$ 4,987	\$ 5,236	\$ 5,498	\$ 5,773
		Monthly	\$ 10,290	\$ 10,805	\$ 11,345	\$ 11,912	\$ 12,508
		Annual	\$ 123,484	\$ 129,658	\$ 136,141	\$ 142,948	\$ 150,095
CM-U	City Manager (FLSA Exempt)	Hourly					\$ 90.8447
		Bi-weekly					\$ 7,268
		Monthly					\$ 15,746
		Annual					\$ 188,957

Salary Table

Reedley Public Safety Association "RPOA"

Non-Sworn Positions							
RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
36-P	Police Records Specialist	Hourly	\$ 17.6236	\$ 18.5048	\$ 19.4303	\$ 20.4019	\$ 21.4221
		Bi-weekly	\$ 1,410	\$ 1,480	\$ 1,554	\$ 1,632	\$ 1,714
		Monthly	\$ 3,055	\$ 3,208	\$ 3,368	\$ 3,536	\$ 3,713
		Annual	\$ 36,657	\$ 38,490	\$ 40,415	\$ 42,436	\$ 44,558
37-P	Community Services Officer Dispatcher I	Hourly	\$ 18.0641	\$ 18.9673	\$ 19.9159	\$ 20.9115	\$ 21.9572
		Bi-weekly	\$ 1,445	\$ 1,517	\$ 1,593	\$ 1,673	\$ 1,757
		Monthly	\$ 3,131	\$ 3,288	\$ 3,452	\$ 3,625	\$ 3,806
		Annual	\$ 37,573	\$ 39,452	\$ 41,425	\$ 43,496	\$ 45,671
38-P		Hourly	\$ 18.5158	\$ 19.4413	\$ 20.4135	\$ 21.4341	\$ 22.5058
		Bi-weekly	\$ 1,481	\$ 1,555	\$ 1,633	\$ 1,715	\$ 1,800
		Monthly	\$ 3,209	\$ 3,370	\$ 3,538	\$ 3,715	\$ 3,901
		Annual	\$ 38,513	\$ 40,438	\$ 42,460	\$ 44,583	\$ 46,812
39-P		Hourly	\$ 18.9786	\$ 19.9274	\$ 20.9236	\$ 21.9697	\$ 23.0683
		Bi-weekly	\$ 1,518	\$ 1,594	\$ 1,674	\$ 1,758	\$ 1,845
		Monthly	\$ 3,290	\$ 3,454	\$ 3,627	\$ 3,808	\$ 3,999
		Annual	\$ 39,476	\$ 41,449	\$ 43,521	\$ 45,697	\$ 47,982
40-P		Hourly	\$ 19.4531	\$ 20.4260	\$ 21.4471	\$ 22.5197	\$ 23.6457
		Bi-weekly	\$ 1,556	\$ 1,634	\$ 1,716	\$ 1,802	\$ 1,892
		Monthly	\$ 3,372	\$ 3,541	\$ 3,718	\$ 3,903	\$ 4,099
		Annual	\$ 40,462	\$ 42,486	\$ 44,610	\$ 46,841	\$ 49,183
41-P	Dispatcher II Senior Community Services Officer Animal Control Officer	Hourly	\$ 19.9394	\$ 20.9365	\$ 21.9832	\$ 23.0822	\$ 24.2365
		Bi-weekly	\$ 1,595	\$ 1,675	\$ 1,759	\$ 1,847	\$ 1,939
		Monthly	\$ 3,456	\$ 3,629	\$ 3,810	\$ 4,001	\$ 4,201
		Annual	\$ 41,474	\$ 43,548	\$ 45,725	\$ 48,011	\$ 50,412
42-P		Hourly	\$ 20.4379	\$ 21.4596	\$ 22.5327	\$ 23.6591	\$ 24.8423
		Bi-weekly	\$ 1,635	\$ 1,717	\$ 1,803	\$ 1,893	\$ 1,987
		Monthly	\$ 3,543	\$ 3,720	\$ 3,906	\$ 4,101	\$ 4,306
		Annual	\$ 42,511	\$ 44,636	\$ 46,868	\$ 49,211	\$ 51,672
43-P		Hourly	\$ 20.9489	\$ 21.9962	\$ 23.0962	\$ 24.2510	\$ 25.4635
		Bi-weekly	\$ 1,676	\$ 1,760	\$ 1,848	\$ 1,940	\$ 2,037
		Monthly	\$ 3,631	\$ 3,813	\$ 4,003	\$ 4,204	\$ 4,414
		Annual	\$ 43,574	\$ 45,752	\$ 48,040	\$ 50,442	\$ 52,964

EXHIBIT "A"

Salary Table

Reedley Public Safety Association "RPOA"

Non-Sworn Positions							
RANGE	POSITION	STEP A	STEP B	STEP C	STEP D	STEP E	
44-P	Hourly	\$ 21.4726	\$ 22.5462	\$ 23.6736	\$ 24.8572	\$ 26.1000	
	Bi-weekly	\$ 1,718	\$ 1,804	\$ 1,894	\$ 1,989	\$ 2,088	
	Monthly	\$ 3,722	\$ 3,908	\$ 4,103	\$ 4,309	\$ 4,524	
	Annual	\$ 44,663	\$ 46,896	\$ 49,241	\$ 51,703	\$ 54,288	
45-P	Hourly	\$ 22.0094	\$ 23.1101	\$ 24.2654	\$ 25.4788	\$ 26.7529	
	Bi-weekly	\$ 1,761	\$ 1,849	\$ 1,941	\$ 2,038	\$ 2,140	
	Monthly	\$ 3,815	\$ 4,006	\$ 4,206	\$ 4,416	\$ 4,637	
	Annual	\$ 45,780	\$ 48,069	\$ 50,472	\$ 52,996	\$ 55,646	
46-P	Police Records & Com Supervisor	Hourly	\$ 22.5596	\$ 23.6875	\$ 24.8721	\$ 26.1159	\$ 27.4216
	Bi-weekly	\$ 1,805	\$ 1,895	\$ 1,990	\$ 2,089	\$ 2,194	
	Monthly	\$ 3,910	\$ 4,106	\$ 4,311	\$ 4,527	\$ 4,753	
	Annual	\$ 46,924	\$ 49,270	\$ 51,734	\$ 54,321	\$ 57,037	

EXHIBIT "A"

Salary Table

Reedley Public Safety Association "RPOA"

Sworn Positions							
RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
50-P	Police Officer	Hourly	\$ 25.2625	\$ 26.5255	\$ 27.8519	\$ 29.2447	\$ 30.7067
		Bi-weekly	\$ 2,021	\$ 2,122	\$ 2,228	\$ 2,340	\$ 2,457
		Monthly	\$ 4,379	\$ 4,598	\$ 4,828	\$ 5,069	\$ 5,323
		Annual	\$ 52,546	\$ 55,173	\$ 57,932	\$ 60,829	\$ 63,870
51-P		Hourly	\$ 25.8942	\$ 27.1889	\$ 28.5486	\$ 29.9760	\$ 31.4750
		Bi-weekly	\$ 2,072	\$ 2,175	\$ 2,284	\$ 2,398	\$ 2,518
		Monthly	\$ 4,488	\$ 4,713	\$ 4,948	\$ 5,196	\$ 5,456
		Annual	\$ 53,860	\$ 56,553	\$ 59,381	\$ 62,350	\$ 65,468
52-P	Police Corporal	Hourly	\$ 26.5418	\$ 27.8688	\$ 29.2620	\$ 30.7250	\$ 32.2611
		Bi-weekly	\$ 2,123	\$ 2,230	\$ 2,341	\$ 2,458	\$ 2,581
		Monthly	\$ 4,601	\$ 4,831	\$ 5,072	\$ 5,326	\$ 5,592
		Annual	\$ 55,207	\$ 57,967	\$ 60,865	\$ 63,908	\$ 67,103
53-P		Hourly	\$ 27.2053	\$ 28.5654	\$ 29.9938	\$ 31.4933	\$ 33.0678
		Bi-weekly	\$ 2,176	\$ 2,285	\$ 2,400	\$ 2,519	\$ 2,645
		Monthly	\$ 4,716	\$ 4,951	\$ 5,199	\$ 5,459	\$ 5,732
		Annual	\$ 56,587	\$ 59,416	\$ 62,387	\$ 65,506	\$ 68,781
54-P		Hourly	\$ 27.8856	\$ 29.2798	\$ 30.7438	\$ 32.2808	\$ 33.8947
		Bi-weekly	\$ 2,231	\$ 2,342	\$ 2,460	\$ 2,582	\$ 2,712
		Monthly	\$ 4,834	\$ 5,075	\$ 5,329	\$ 5,595	\$ 5,875
		Annual	\$ 58,002	\$ 60,902	\$ 63,947	\$ 67,144	\$ 70,501
55-P		Hourly	\$ 28.5827	\$ 30.0120	\$ 31.5125	\$ 33.0880	\$ 34.7423
		Bi-weekly	\$ 2,287	\$ 2,401	\$ 2,521	\$ 2,647	\$ 2,779
		Monthly	\$ 4,954	\$ 5,202	\$ 5,462	\$ 5,735	\$ 6,022
		Annual	\$ 59,452	\$ 62,425	\$ 65,546	\$ 68,823	\$ 72,264
56-P		Hourly	\$ 29.2971	\$ 30.7620	\$ 32.3000	\$ 33.9149	\$ 35.6106
		Bi-weekly	\$ 2,344	\$ 2,461	\$ 2,584	\$ 2,713	\$ 2,849
		Monthly	\$ 5,078	\$ 5,332	\$ 5,599	\$ 5,879	\$ 6,173
		Annual	\$ 60,938	\$ 63,985	\$ 67,184	\$ 70,543	\$ 74,070
57-P		Hourly	\$ 30.0293	\$ 31.5308	\$ 33.1072	\$ 34.7625	\$ 36.5005
		Bi-weekly	\$ 2,402	\$ 2,522	\$ 2,649	\$ 2,781	\$ 2,920
		Monthly	\$ 5,205	\$ 5,465	\$ 5,739	\$ 6,026	\$ 6,327
		Annual	\$ 62,461	\$ 65,584	\$ 68,863	\$ 72,306	\$ 75,921

EXHIBIT "A"

Salary Table

Reedley Public Safety Association "RPOA"

Sworn Positions							
RANGE	POSITION	STEP A	STEP B	STEP C	STEP D	STEP E	
58-P	Hourly	\$ 30.7803	\$ 32.3192	\$ 33.9351	\$ 35.6317	\$ 37.4135	
	Bi-weekly	\$ 2,462	\$ 2,586	\$ 2,715	\$ 2,851	\$ 2,993	
	Monthly	\$ 5,335	\$ 5,602	\$ 5,882	\$ 6,176	\$ 6,485	
	Annual	\$ 64,023	\$ 67,224	\$ 70,585	\$ 74,114	\$ 77,820	
59-P	Police Sergeant	Hourly	\$ 31.5500	\$ 33.1274	\$ 34.7837	\$ 36.5231	\$ 38.3490
	Bi-weekly	\$ 2,524	\$ 2,650	\$ 2,783	\$ 2,922	\$ 3,068	
	Monthly	\$ 5,469	\$ 5,742	\$ 6,029	\$ 6,331	\$ 6,647	
	Annual	\$ 65,624	\$ 68,905	\$ 72,350	\$ 75,968	\$ 79,766	

EXHIBIT "A"

Salary Table

General Services Unit

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
28-G		Hourly	\$ 14.5047	\$ 15.2300	\$ 15.9915	\$ 16.7910	\$ 17.6306
		Bi-weekly	\$ 1,160	\$ 1,218	\$ 1,279	\$ 1,343	\$ 1,410
		Monthly	\$ 2,514	\$ 2,640	\$ 2,772	\$ 2,910	\$ 3,056
		Annual	\$ 30,170	\$ 31,678	\$ 33,262	\$ 34,925	\$ 36,672
29-G		Hourly	\$ 14.8673	\$ 15.6107	\$ 16.3912	\$ 17.2108	\$ 18.0713
		Bi-weekly	\$ 1,189	\$ 1,249	\$ 1,311	\$ 1,377	\$ 1,446
		Monthly	\$ 2,577	\$ 2,706	\$ 2,841	\$ 2,983	\$ 3,132
		Annual	\$ 30,924	\$ 32,470	\$ 34,094	\$ 35,798	\$ 37,588
30-G		Hourly	\$ 15.2389	\$ 16.0009	\$ 16.8009	\$ 17.6410	\$ 18.5230
		Bi-weekly	\$ 1,219	\$ 1,280	\$ 1,344	\$ 1,411	\$ 1,482
		Monthly	\$ 2,641	\$ 2,773	\$ 2,912	\$ 3,058	\$ 3,211
		Annual	\$ 31,697	\$ 33,282	\$ 34,946	\$ 36,693	\$ 38,528
31-G		Hourly	\$ 15.6197	\$ 16.4007	\$ 17.2207	\$ 18.0818	\$ 18.9859
		Bi-weekly	\$ 1,250	\$ 1,312	\$ 1,378	\$ 1,447	\$ 1,519
		Monthly	\$ 2,707	\$ 2,843	\$ 2,985	\$ 3,134	\$ 3,291
		Annual	\$ 32,489	\$ 34,113	\$ 35,819	\$ 37,610	\$ 39,491
32-G	Parks Maintenance Worker I	Hourly	\$ 16.0101	\$ 16.8106	\$ 17.6511	\$ 18.5337	\$ 19.4604
		Bi-weekly	\$ 1,281	\$ 1,345	\$ 1,412	\$ 1,483	\$ 1,557
		Monthly	\$ 2,775	\$ 2,914	\$ 3,060	\$ 3,213	\$ 3,373
		Annual	\$ 33,301	\$ 34,966	\$ 36,714	\$ 38,550	\$ 40,478
33-G		Hourly	\$ 16.4106	\$ 17.2311	\$ 18.0927	\$ 18.9973	\$ 19.9472
		Bi-weekly	\$ 1,313	\$ 1,378	\$ 1,447	\$ 1,520	\$ 1,596
		Monthly	\$ 2,845	\$ 2,987	\$ 3,136	\$ 3,293	\$ 3,458
		Annual	\$ 34,134	\$ 35,841	\$ 37,633	\$ 39,514	\$ 41,490
34-G	Maintenance Worker I (Water, WWTP, Streets) Solid Waste Worker Water System Utility Worker WWTP Maintenance Worker	Hourly	\$ 16.8207	\$ 17.6617	\$ 18.5448	\$ 19.4720	\$ 20.4456
		Bi-weekly	\$ 1,346	\$ 1,413	\$ 1,484	\$ 1,558	\$ 1,636
		Monthly	\$ 2,916	\$ 3,061	\$ 3,214	\$ 3,375	\$ 3,544
		Annual	\$ 34,987	\$ 36,736	\$ 38,573	\$ 40,502	\$ 42,527
35-G		Hourly	\$ 17.2413	\$ 18.1034	\$ 19.0086	\$ 19.9590	\$ 20.9570
		Bi-weekly	\$ 1,379	\$ 1,448	\$ 1,521	\$ 1,597	\$ 1,677
		Monthly	\$ 2,989	\$ 3,138	\$ 3,295	\$ 3,460	\$ 3,633
		Annual	\$ 35,862	\$ 37,655	\$ 39,538	\$ 41,515	\$ 43,590

Salary Table

General Services Unit

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
36-G	Parks Maintenance Worker II WWTP Operator Trainee	Hourly	\$ 17.6726	\$ 18.5562	\$ 19.4840	\$ 20.4582	\$ 21.4812
		Bi-weekly	\$ 1,414	\$ 1,484	\$ 1,559	\$ 1,637	\$ 1,718
		Monthly	\$ 3,063	\$ 3,216	\$ 3,377	\$ 3,546	\$ 3,723
		Annual	\$ 36,759	\$ 38,597	\$ 40,527	\$ 42,553	\$ 44,681
37-G		Hourly	\$ 18.1144	\$ 19.0202	\$ 19.9712	\$ 20.9697	\$ 22.0183
		Bi-weekly	\$ 1,449	\$ 1,522	\$ 1,598	\$ 1,678	\$ 1,761
		Monthly	\$ 3,140	\$ 3,297	\$ 3,462	\$ 3,635	\$ 3,817
		Annual	\$ 37,678	\$ 39,562	\$ 41,540	\$ 43,617	\$ 45,798
38-G	Maintenance Worker II Solid Waste Operator	Hourly	\$ 18.5673	\$ 19.4957	\$ 20.4707	\$ 21.4942	\$ 22.5688
		Bi-weekly	\$ 1,485	\$ 1,560	\$ 1,638	\$ 1,720	\$ 1,806
		Monthly	\$ 3,218	\$ 3,379	\$ 3,548	\$ 3,726	\$ 3,912
		Annual	\$ 38,620	\$ 40,551	\$ 42,579	\$ 44,708	\$ 46,943
39-G		Hourly	\$ 19.0317	\$ 19.9832	\$ 20.9822	\$ 22.0313	\$ 23.1327
		Bi-weekly	\$ 1,523	\$ 1,599	\$ 1,679	\$ 1,763	\$ 1,851
		Monthly	\$ 3,299	\$ 3,464	\$ 3,637	\$ 3,819	\$ 4,010
		Annual	\$ 39,586	\$ 41,565	\$ 43,643	\$ 45,825	\$ 48,116
40-G	Senior Parks Maintenance Worker Water Systems Specialist I WWTP Operator I WWTP Operator-In-Training / Lab Tech Trainee	Hourly	\$ 19.5077	\$ 20.4832	\$ 21.5072	\$ 22.5827	\$ 23.7120
		Bi-weekly	\$ 1,561	\$ 1,639	\$ 1,721	\$ 1,807	\$ 1,897
		Monthly	\$ 3,381	\$ 3,550	\$ 3,728	\$ 3,914	\$ 4,110
		Annual	\$ 40,576	\$ 42,605	\$ 44,735	\$ 46,972	\$ 49,321
41-G		Hourly	\$ 19.9952	\$ 20.9952	\$ 22.0452	\$ 23.1476	\$ 24.3048
		Bi-weekly	\$ 1,600	\$ 1,680	\$ 1,764	\$ 1,852	\$ 1,944
		Monthly	\$ 3,466	\$ 3,639	\$ 3,821	\$ 4,012	\$ 4,213
		Annual	\$ 41,590	\$ 43,670	\$ 45,854	\$ 48,147	\$ 50,554
42-G	Senior Maintenance Worker Sewer Collection System Maintenance Worker Solid Waste Crew Leader	Hourly	\$ 20.4952	\$ 21.5202	\$ 22.5962	\$ 23.7260	\$ 24.9125
		Bi-weekly	\$ 1,640	\$ 1,722	\$ 1,808	\$ 1,898	\$ 1,993
		Monthly	\$ 3,553	\$ 3,730	\$ 3,917	\$ 4,113	\$ 4,318
		Annual	\$ 42,630	\$ 44,762	\$ 47,000	\$ 49,350	\$ 51,818
43-G		Hourly	\$ 21.0077	\$ 22.0582	\$ 23.1611	\$ 24.3192	\$ 25.5351
		Bi-weekly	\$ 1,681	\$ 1,765	\$ 1,853	\$ 1,946	\$ 2,043
		Monthly	\$ 3,641	\$ 3,823	\$ 4,015	\$ 4,215	\$ 4,426
		Annual	\$ 43,696	\$ 45,881	\$ 48,175	\$ 50,584	\$ 53,113

Salary Table

General Services Unit

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
44-G	Water Systems Specialist II WWTP Operator II WWTP Operator / Lab Tech	Hourly	\$ 21.5327	\$ 22.6091	\$ 23.7394	\$ 24.9264	\$ 26.1726
		Bi-weekly	\$ 1,723	\$ 1,809	\$ 1,899	\$ 1,994	\$ 2,094
		Monthly	\$ 3,732	\$ 3,919	\$ 4,115	\$ 4,321	\$ 4,537
		Annual	\$ 44,788	\$ 47,027	\$ 49,378	\$ 51,847	\$ 54,439
45-G	Equipment Mechanic	Hourly	\$ 22.0712	\$ 23.1745	\$ 24.3332	\$ 25.5500	\$ 26.8274
		Bi-weekly	\$ 1,766	\$ 1,854	\$ 1,947	\$ 2,044	\$ 2,146
		Monthly	\$ 3,826	\$ 4,017	\$ 4,218	\$ 4,429	\$ 4,650
		Annual	\$ 45,908	\$ 48,203	\$ 50,613	\$ 53,144	\$ 55,801
46-G	Environmental Compliance Officer	Hourly	\$ 22.6231	\$ 23.7543	\$ 24.9418	\$ 26.1889	\$ 27.4986
		Bi-weekly	\$ 1,810	\$ 1,900	\$ 1,995	\$ 2,095	\$ 2,200
		Monthly	\$ 3,921	\$ 4,117	\$ 4,323	\$ 4,539	\$ 4,766
		Annual	\$ 47,056	\$ 49,409	\$ 51,879	\$ 54,473	\$ 57,197
47-G		Hourly	\$ 23.1885	\$ 24.3481	\$ 25.5654	\$ 26.8438	\$ 28.1861
		Bi-weekly	\$ 1,855	\$ 1,948	\$ 2,045	\$ 2,148	\$ 2,255
		Monthly	\$ 4,019	\$ 4,220	\$ 4,431	\$ 4,653	\$ 4,886
		Annual	\$ 48,232	\$ 50,644	\$ 53,176	\$ 55,835	\$ 58,627
48-G	Senior Water System Specialist WWTP Operator II / Senior Lab Tech WWTP Operator III	Hourly	\$ 23.7683	\$ 24.9567	\$ 26.2048	\$ 27.5149	\$ 28.8909
		Bi-weekly	\$ 1,901	\$ 1,997	\$ 2,096	\$ 2,201	\$ 2,311
		Monthly	\$ 4,120	\$ 4,326	\$ 4,542	\$ 4,769	\$ 5,008
		Annual	\$ 49,438	\$ 51,910	\$ 54,506	\$ 57,231	\$ 60,093
49-G	Heavy Equipment Mechanic	Hourly	\$ 24.3625	\$ 25.5808	\$ 26.8596	\$ 28.2024	\$ 29.6125
		Bi-weekly	\$ 1,949	\$ 2,046	\$ 2,149	\$ 2,256	\$ 2,369
		Monthly	\$ 4,223	\$ 4,434	\$ 4,656	\$ 4,888	\$ 5,133
		Annual	\$ 50,674	\$ 53,208	\$ 55,868	\$ 58,661	\$ 61,594
50-G	Senior Environmental Compliance Officer	Hourly	\$ 24.9716	\$ 26.2202	\$ 27.5313	\$ 28.9077	\$ 30.3529
		Bi-weekly	\$ 1,998	\$ 2,098	\$ 2,203	\$ 2,313	\$ 2,428
		Monthly	\$ 4,328	\$ 4,545	\$ 4,772	\$ 5,011	\$ 5,261
		Annual	\$ 51,941	\$ 54,538	\$ 57,265	\$ 60,128	\$ 63,134
51-G		Hourly	\$ 25.5962	\$ 26.8760	\$ 28.2197	\$ 29.6308	\$ 31.1125
		Bi-weekly	\$ 2,048	\$ 2,150	\$ 2,258	\$ 2,370	\$ 2,489
		Monthly	\$ 4,437	\$ 4,659	\$ 4,891	\$ 5,136	\$ 5,393
		Annual	\$ 53,240	\$ 55,902	\$ 58,697	\$ 61,632	\$ 64,714

Salary Table

General Services Unit

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
52-G	Electrician I	Hourly	\$ 26.2361	\$ 27.5481	\$ 28.9255	\$ 30.3716	\$ 31.8904
		Bi-weekly	\$ 2,099	\$ 2,204	\$ 2,314	\$ 2,430	\$ 2,551
		Monthly	\$ 4,548	\$ 4,775	\$ 5,014	\$ 5,264	\$ 5,528
		Annual	\$ 54,571	\$ 57,300	\$ 60,165	\$ 63,173	\$ 66,332
53-G		Hourly	\$ 26.8918	\$ 28.2365	\$ 29.6486	\$ 31.1308	\$ 32.6875
		Bi-weekly	\$ 2,151	\$ 2,259	\$ 2,372	\$ 2,490	\$ 2,615
		Monthly	\$ 4,661	\$ 4,894	\$ 5,139	\$ 5,396	\$ 5,666
		Annual	\$ 55,935	\$ 58,732	\$ 61,669	\$ 64,752	\$ 67,990
54-G		Hourly	\$ 27.5639	\$ 28.9423	\$ 30.3894	\$ 31.9091	\$ 33.5048
		Bi-weekly	\$ 2,205	\$ 2,315	\$ 2,431	\$ 2,553	\$ 2,680
		Monthly	\$ 4,778	\$ 5,017	\$ 5,268	\$ 5,531	\$ 5,808
		Annual	\$ 57,333	\$ 60,200	\$ 63,210	\$ 66,371	\$ 69,690
55-G		Hourly	\$ 28.2529	\$ 29.6654	\$ 31.1486	\$ 32.7058	\$ 34.3409
		Bi-weekly	\$ 2,260	\$ 2,373	\$ 2,492	\$ 2,616	\$ 2,747
		Monthly	\$ 4,897	\$ 5,142	\$ 5,399	\$ 5,669	\$ 5,952
		Annual	\$ 58,766	\$ 61,704	\$ 64,789	\$ 68,028	\$ 71,429
56-G	Electrician II	Hourly	\$ 28.9591	\$ 30.4072	\$ 31.9274	\$ 33.5236	\$ 35.1995
		Bi-weekly	\$ 2,317	\$ 2,433	\$ 2,554	\$ 2,682	\$ 2,816
		Monthly	\$ 5,020	\$ 5,271	\$ 5,534	\$ 5,811	\$ 6,101
		Annual	\$ 60,235	\$ 63,247	\$ 66,409	\$ 69,729	\$ 73,215
57-G		Hourly	\$ 29.6832	\$ 31.1673	\$ 32.7255	\$ 34.3615	\$ 36.0798
		Bi-weekly	\$ 2,375	\$ 2,493	\$ 2,618	\$ 2,749	\$ 2,886
		Monthly	\$ 5,145	\$ 5,402	\$ 5,672	\$ 5,956	\$ 6,254
		Annual	\$ 61,741	\$ 64,828	\$ 68,069	\$ 71,472	\$ 75,046
58-G		Hourly	\$ 30.4255	\$ 31.9466	\$ 33.5438	\$ 35.2212	\$ 36.9822
		Bi-weekly	\$ 2,434	\$ 2,556	\$ 2,684	\$ 2,818	\$ 2,959
		Monthly	\$ 5,274	\$ 5,537	\$ 5,814	\$ 6,105	\$ 6,410
		Annual	\$ 63,285	\$ 66,449	\$ 69,771	\$ 73,260	\$ 76,923
59-G		Hourly	\$ 31.1861	\$ 32.7452	\$ 34.3827	\$ 36.1019	\$ 37.9072
		Bi-weekly	\$ 2,495	\$ 2,620	\$ 2,751	\$ 2,888	\$ 3,033
		Monthly	\$ 5,406	\$ 5,676	\$ 5,960	\$ 6,258	\$ 6,571
		Annual	\$ 64,867	\$ 68,110	\$ 71,516	\$ 75,092	\$ 78,847

EXHIBIT "A"

Salary Table

General Services Unit

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
60-G	Electrician III	Hourly	\$ 31.9659	\$ 33.5639	\$ 35.2423	\$ 37.0043	\$ 38.8543
		Bi-weekly	\$ 2,557	\$ 2,685	\$ 2,819	\$ 2,960	\$ 3,108
		Monthly	\$ 5,541	\$ 5,818	\$ 6,109	\$ 6,414	\$ 6,735
		Annual	\$ 66,489	\$ 69,813	\$ 73,304	\$ 76,969	\$ 80,817

EXHIBIT "A"

Salary Table

Part-Time Employees

DEPT	POSITION	PAY FREQUENCY ~ PAY RANGE ~ SPECIAL TERMS			
Elected Officials					
Council	Councilmember	Monthly		Stipend	\$ 150.00
Community Services - Adult Sports Programs					
CSD	Adult Sports Scorekeeper	Hourly	\$ 14.00	Range Depending Upon Qualification	\$ 17.00
CSD	Adult Sports Field / Court Monitor	Hourly	\$ 14.00	Range Depending Upon Qualification	\$ 17.00
CSD	Adult Sports Umpire / Referees	Per Game	\$ 20.00	Range Depending Upon Qualification	\$ 34.00
Community Services - After School Programs					
CSD	After School Recreation Leader	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	After School Assistant Site Coordinator	Hourly	\$ 15.00	Range Depending Upon Qualifications	\$ 19.00
CSD	After School Literacy Coordinator	Hourly	\$ 15.00	Range Depending Upon Qualifications	\$ 19.00
CSD	After School Site Coordinator	Hourly	\$ 18.00	Range Depending Upon Qualifications	\$ 27.00
Community Services - Aquatics Programs					
CSD	Aquatics Lifeguard	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	Aquatics Lead Guard	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	Aquatics Senior Guard	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 18.00
CSD	Aquatics Manager	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 18.00
Community Services - Enrichment Programs					
CSD	Enrichment Recreation Leader	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	Enrichment Site Coordinator	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	Tiny Tots Recreation Leader	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	Recreation Assistant	Hourly	\$ 14.00	Range Depending Upon Qualification	\$ 17.00
CSD	Program Instructor (i.e. Tumbling Instructor, Dance Instructor, etc.)	Program	70% of Program Revenue		
Community Services - Preschool Program					
CSD	Preschool Teachers Aide	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	Preschool Teacher	Hourly	\$ 15.00	Range Depending Upon Qualifications	\$ 19.00
Community Services - Youth Sports Programs					
CSD	Youth Sports Scorekeeper	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	Youth Sports Field / Court Monitor	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	Youth Sports Umpire / Referees	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
Community Services - Other Part-Time Positions					
CSD	Community Center Event Coordinator	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	River Cashier	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
Fire Department - Part-Time Positions					
Fire	Assistant Life Safety / Code Officer	Hourly	\$ 15.00	Range Depending Upon Qualification	\$ 20.00

EXHIBIT "A"

Salary Table

Part-Time Employees

Part Time Employees

DEPT	POSITION	PAY FREQUENCY ~ PAY RANGE ~ SPECIAL TERMS			
Police Department - Part-Time Reserve Positions					
Police	Reserve Community Service Officer	Hourly	\$ 14.00	Range Depending Upon Minimum Wage	\$ 15.00
Police	Reserve Officer Trainee	Hourly	\$ 14.00		\$ 17.00
Police	Reserve Officer - Level 1	Hourly		Single Rate	\$ 20.00
Police	Reserve Dispatcher Trainee	Hourly		Single Rate	\$ 16.00
Police	Reserve Dispatcher I	Hourly		Single Rate	\$ 20.00
Police	Reserve Dispatcher II	Hourly		Single Rate	\$ 20.00
Police	Contract Reserve Officer (40 hours per week)	Hourly		* Ties to 50-P for Police Officer for RPOA Schedule	\$ 25.2625
Part-Time Positions in Multiple Departments					
All Dept's	Office Assistant	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 18.00
All Dept's	Laborer	Hourly	\$ 14.00	Range Depending Upon Qualification	\$ 18.00
Public Works - Part-Time Positions					
Public Works	Mechanic Assistant	Hourly	\$ 14.00	Range Depending Upon Qualification	\$ 18.00
Public Works	Equipment Operator	Hourly	\$ 16.00	Range Depending Upon Qualification	\$ 23.00
Part-Time Retired Annuitants					
All Dept's	CalPERS Retired Annuitants (TBD by Job Duties)	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 25.00

RESOLUTION NO. 2021-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING A SALARY & BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES

WHEREAS, Section 36506 of the Government Code of the State of California provides that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

WHEREAS, the City Council has heretofore by Resolution established salary and benefit schedules for management, and all other unrepresented employees of the City ("Unrepresented Group").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley as follows:

ARTICLE 1:

SECTION 1:

The Master Salary Table is adopted by separate resolution which includes the salaries and ranges for the Unrepresented Group. The salaries or rates of compensation are fixed on the basis of full-time service and full-time positions, unless otherwise designated.

SECTION 2:

1. Vacation

Beginning on the effective date of this Resolution, employees who have reached the maximum accrued vacation amount of 320 hours shall not accrue additional vacation until the vacation leave accrual falls below the maximum amount.

2. Bilingual Pay

The sum of \$70.00 per month shall be paid to those employees who demonstrate their ability to speak a language beneficial to the City business as approved by the City Manager. The sum of \$85.00 per month shall be paid to those employees who demonstrate their ability to speak, read and write in a language beneficial to the City business as approved by the City Manager and/or his/her designee.

3. Notary Pay

Employees who are commissioned by the State of California as a Notary Public may receive a 1.0% of base pay incentive if need of their commission is beneficial to City business as approved by the City Manager.

4. Certification Pay

Employees who maintain an active status as a Certified Public Accountant (CPA) or Certified Public Finance Officer (CPFO) designation may receive a 3.0% of base pay incentive if their certification is beneficial to City business as approved by the City Manager.

5. Cell Phone Stipend

On approval of the City Manager, employees with duties that require the use of a cell phone may receive a monthly stipend rather than a City-provided device so that a single device may be used for both personal and business purposes. Employees with duties that generally only require use of voice (call) and text features may receive a \$50.00 monthly stipend; whereas employees whose duties also require access to e-mail, calendar and data applications may receive a \$125.00 monthly stipend. The stipend will be considered taxable income to the employee. Employees receiving the stipend must comply with all applicable laws pertaining to the Public Records Act.

6. Safety Boots

On approval of the City Manager, employees whose positions require a majority of their time to be spent working where safety is a concern or direct supervision of employees in the General Services Unit (GSU), may receive a reimbursement for the purchase of safety boots up to the amount as set forth in the current GSU Memorandum of Understanding. Reimbursements are made upon request and shall not occur more than once per fiscal year.

7. Uniform Allowance

- A. Public safety employees covered by this resolution shall receive a uniform allowance of \$1,200 per year, payable prospectively in one installment on the first pay period ending in July. If the employee leaves employment prior to June of the following year, the prorated overpayment for the fiscal year will be deducted from the employee's final pay based on the number of months left in the fiscal year.
- B. Life Safety/Code Officer Uniform Allowance: Annual rate of \$1,000 per year, payable prospectively in one installment on the first pay period ending in July. If the employee leaves employment prior to June of the following year, the prorated overpayment for the fiscal year will be deducted from the employee's final pay based on the number of months left in the fiscal year.

8. Vehicle Allowance – Executive Management

- A. \$200.00 per month in lieu of a take-home City vehicle. Per IRS regulation, the allowance will be considered taxable income to the employee, and is at the discretion of the City Manager.
- B. The Assistant City Manager shall receive a vehicle allowance in accordance with the amount the City Manager receives in lieu of a take-home vehicle.
- C. Effective January 1, 2018, all eligible employees shall receive an additional \$50.00 per month vehicle allowance to offset the fiscal impact of fuel excise tax and vehicle registration fee increases as a result of (SB) 1 Road Repair and Accountability Act of 2017. In the event the legislation is repealed, this additional amount will discontinue concurrent with the effective date of the legislation.

9. Salary & Stipends

Employees shall receive a 3.5% COLA effective July 1, 2021 and no stipend.

SECTION 3: Benefit Schedule for Management Employees

1. Management Group Designation by Job Title

a. Executive Management*

Assistant City Manager
Chief of Police
City Clerk / Executive Assistant to the City Manager
City Engineer (Department Head)
Community Development Director
Community Services Director
Fire Chief
Public Works Director

The Executive Management positions are FLSA Overtime Exempt, at-will department heads appointed by the City Manager and are part of the Unclassified Service as provided in the Personnel Policies and Procedures.

b. Mid-Management*

Accounting Manager
Accountant
Assistant Planner
Assistant Engineer
Associate Planner
Battalion Chief
Building Official
Capital Projects / Airport Manager
City Engineer (Division Head)
City Planner
Facilities Supervisor
Management Analyst
Police Lieutenant
Public Works Manager
Recreation Coordinator
Recreation Supervisor
Roads and Grounds Supervisor
Senior Accountant
Senior Citizen Coordinator
Senior Human Resources Analyst
Senior Management Analyst
Senior Planner
Water System Supervisor
Wastewater System Supervisor

*The titles above do not reflect filled, vacant or frozen status. Except as otherwise indicated, these positions are FLSA Overtime Exempt positions

2. Benefit Schedule for Management Employees

a. Executive Management

1) Leave

- a) Administrative – 10 days/fiscal year; cannot be accumulated or carried over from fiscal year-to-year. Administrative Leave for new hires shall be prorated based on full quarters left in the fiscal year. Upon receiving a positive annual performance evaluation, Executive Management staff may receive up to three additional days at City Manager's discretion.
- b) Vacation – Accrual of vacation time based upon:
 - 12 days/year for the first two years
 - 13 days/year beginning with the 3rd year
 - 14 days/year beginning with the 4th year
 - 15 days/year beginning with the 5th year
 - 16 days/year beginning with the 6th year
 - 17 days/year beginning with the 7th year
 - 18 days/year beginning with the 8th year
 - 19 days/year beginning with the 9th year
 - 20 days/year beginning with the 10th year

At the City Manager's discretion, vacation accrual for Executive Management positions may include credit for prior public agency service.

- c) Vacation Buy-back – The City encourages employees to use earned vacation time. However, circumstances may arise in which an employee does not use accrued vacation time. Employees may have up to forty (40) hours of accrued vacation time bought back by the City during each fiscal year. To be eligible for vacation buy-back, an employee must have an accrued vacation balance of at least 120 hours after the buy-back. Any employee choosing to participate in this benefit shall provide the City with at least 14 days advance written notice.
- d) Sick – Accrual of sick leave time at the rate of 12 days/year.
- e) Funeral – Three days paid leave/year as approved by the City Manager.
- f) Holidays
 - New Year's Day
 - Martin Luther King, Jr. Day
 - Washington's Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day

- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Floating Holiday (must be used annually on a fiscal basis by June 30th or lost)
- Admission Day Floating Holiday cannot be accumulated or carried over from calendar year-to-year.

Paid holidays falling on a Saturday shall be observed on the preceding Friday. Paid holidays falling on a Sunday shall be observed on the following Monday.

2) Health and Welfare

- a) Medical – City shall maintain medical coverage and shall pay the average of the two lowest premium plans of the employee and qualified dependent care premiums. The amount of the medical plan premium that exceeds the City's maximum contribution amount shall be the responsibility of the employee to pay through payroll deductions.
- b) Dental – City shall provide and maintain current dental coverage and benefits through an authorized provider. City will pay 100% of premium for employees & dependents.
- c) Vision – City shall provide and maintain current vision coverage through an authorized provider. City will pay 100% of premium for employees & dependents.
- d) Life (\$50,000) – 100% of premium paid by City.
- e) Long-Term Disability – 100% of premium paid by City.
- f) Unemployment – In accordance with State law.
- g) Worker's Compensation – In accordance with State law.
- h) Cash-In-Lieu of Benefits Option
Employees may voluntarily enroll in the Cash-In-Lieu of Benefits program if they have alternative medical, dental, or vision coverage not provided by the City. The program will run from January 1st to December 31st annually. Employees will receive monthly in-lieu payments as taxable income and reflected in withholding contributions on their paycheck. Employees may be eligible to re-enroll in City benefit plans only during the Open Enrollment period or within 30 days of: Family Unit change due to marriage, birth, or adoption; Loss of other coverage; Court or administrative order; Reemployment after Military service. Cash-in-Lieu amounts will be set at \$300.00 per month for medical, \$40.00 per month for dental, and \$10.00 per month for vision coverage. Employees must re-enroll and show proof of alternative coverage annually.

3) Retirement

- a) Social Security – In accordance with Federal law. City shall only pay 100% of the employer contribution. The employee contribution shall be deducted from the employee's paycheck.
- b) CalPERS 'Classic' Members – Employees defined by CalPERS as 'Classic' members shall have a 2.0% @ Age 55 Miscellaneous and 3% @ 55 for Safety group employees tier retirement packages with the California Public Employees Retirement System (CalPERS). 'Classic' members shall pay 100% of the 'employee' member-paid pension contribution rate as a percentage of payroll, as set by CalPERS.
- c) CalPERS PEPPRA Members - PEPPRA members shall have a 2.0% @ Age 62 miscellaneous tier retirement package with CalPERS, and shall be responsible for payment of their member contribution rate as a percentage of payroll. CalPERS will review the member rate once a year when the actuarial valuation of the City's plan is performed. Should CalPERS revise the member contribution at any time, the City shall comply with law by adjusting contribution rates of new members.

b. Mid-Management

- 1) Leave – Same benefits as those listed above for Executive Management, with the exception of:
 - a) Mid-Management FLSA Exempt Employees – Administrative Leave, five days/fiscal year; cannot be accumulated or carried over from fiscal year-to-year. Administrative Leave for new hires shall be prorated based on full quarters left in the fiscal year. Upon receiving a positive annual performance evaluation, Mid-Management staff may receive up to two additional days at supervisor's recommendation to the City Manager, who shall have final approval authority.
- 2) Health and Welfare – Same benefits as those listed above for Executive Management.
- 3) Retirement – Same benefits as those listed above for Executive Management.

SECTION 4: All Other Unrepresented Employees *

1. All Other Unrepresented Employees Designation by Job Title

Accounting Technician I
Accounting Technician II
Administrative Assistant
Building Inspector I
Building Inspector II
Building Permit Technician
CAD Technician
Community Development Technician
Engineering Assistant
Engineering Technician
Executive Assistant
Human Resources Technician
Life Safety / Code Officer
Senior Building Inspector
Senior Engineering Assistant (FLSA Overtime Exempt)
Staff Assistant

*These positions are FLSA Overtime Non-Exempt positions unless specifically designated as FLSA Overtime Exempt.

2. Benefit Schedule for All Other Unrepresented Employees

a. Leave – Same benefits as those listed above for Executive Management, except as follows:

- 1) All Other Unrepresented Employees (FLSA Overtime Exempt) – Administrative Leave, 5 days/fiscal year; cannot be accumulated or carried over from fiscal year-to-year. Administrative Leave for new hires shall be prorated based on full quarters left in the fiscal year. Unrepresented employees in this category, upon receiving a positive annual performance evaluation, may receive up to one additional day of Administrative Leave at supervisor's recommendation to the City Manager, who shall have final approval authority.
- 2) All Other Unrepresented Employees (FLSA Overtime Non-Exempt) - No Administrative Leave, except that upon receiving a positive annual performance evaluation, employees in this category may receive up to one day of Administrative Leave at supervisor's recommendation to the City Manager, who shall have final approval authority.
- 3) All Other Unrepresented Employees (FLSA Overtime Non-Exempt) - Accrual of Comp Time, capped at 80 hours, or Overtime pay at 1.5 times the hourly rate for time worked in excess of a 40-hour workweek.
- 4) Vacation Buy-back – All Other Unrepresented Employees may have up to forty (40) hours of accrued vacation time bought back by the City during each fiscal year. To be eligible for vacation buy-back, an employee must have an accrued vacation balance of at least 120 hours after the buy-

back. Any employee choosing to participate in this benefit shall provide the City with at least 14 days advance written notice.

- b. Health and Welfare – Same benefits as those listed above for Executive Management.
- c. Retirement – Same benefits as those listed above for Executive Management.

ARTICLE 2: The salary and benefits outlined herein shall remain in effect beginning July 28, 2021 unless modified or repealed by resolution. All prior resolutions concerning compensation or benefits for the Unrepresented Group which are in conflict herewith are hereby repealed.

This foregoing Resolution was duly passed, approved, and adopted this 27th day of July, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk