

**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, JUNE 13, 2023

**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

Anita Betancourt, Mayor

Matthew Tuttle, Mayor Pro Tem
Mary Fast, Council Member

Suzanne Byers, Council Member
Scott Friesen, Council Member

MEETING CALLED TO ORDER

INVOCATION- Russ Robertson

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. PRESENTATION REGARDING THE 5 CITIES JOINT POWERS AUTHORITY BY THE FRESNO COUNTY ECONOMIC DEVELOPMENT CORPORATION

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. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered **Consent** items.

CONSENT AGENDA (Item 2-8)

2. APPROVAL OF MINUTES OF THE REGULAR AND SPECIAL COUNCIL MEETINGS OF MAY 23, 2023 - (City Clerk)
Staff Recommendation: Approve
3. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF REEDLEY, BETWEEN THE CITY OF REEDLEY AND KINGS CANYON UNIFIED SCHOOL DISTRICT FOR THE RESTORATIVE JUSTICE INITIATIVE (RPBI) FOR THE 2023-2024 FISCAL YEAR -(Police Department)
Staff Recommendation: Approve
4. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LEASE AGREEMENT WITH THE KINGS CANYON UNIFIED SCHOOL DISTRICT FOR INSTALLATION AND OPERATION OF THE TRANSPORTATION COMMUNICATIONS RADIO EQUIPMENT-(Administrative Services)
Staff Recommendation: Approve
5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO THE CITY OF REEDLEY LEASE OF AIRPORT PREMISES FOR BICYCLE MOTOCROSS TRACK AGREEMENT-(Community Services)
Staff Recommendation: Approve
6. SECOND READING AND ADOPTION OF ORDINANCE 2023-006 AMENDING CHAPTER 2 OF TITLE 4 AND SECTION 10-16-11 OF CHAPTER 16 OF TITLE 10 OF THE REEDLEY MUNICIPAL CODE CONCERNING COST RECOVERY PROVISION FOR NUISANCE ABATEMENT ACTIONS-(Administration)

Staff Recommendation: Approve

7. ADOPT RESOLUTION NO. 2023-037 AMENDING THE 2022-2023 ADOPTED BUDGET APPROPRIATING \$51,000 FROM THE SEWER ENTERPRISE FUND BALANCE FOR THE EMERGENCY PLACEMENT OF A CONCRETE BLOCK WALL AROUND THE REED AVENUE SEWER LIFT STATION TO PROTECT AGAINST POTENTIAL FLOODING FROM THE KINGS RIVER-(Public Works)

Staff Recommendation: Approve

8. ADOPT RESOLUTION NO. 2023-042 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017-(Engineering)

Staff Recommendation: Approve

ADMINISTRATIVE BUSINESS

9. ADOPTION OF 2023-2024 FISCAL YEAR BUDGET AND RELATED FISCAL ITEMS

- A. ADOPT RESOLUTION NO. 2023-039 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, ACTING IN ITS CAPACITY AS CITY COUNCIL TO THE CITY, SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE REEDLEY HOUSING AUTHORITY, ADOPTING THE FINAL BUDGET OF THE CITY OF REEDLEY FOR THE FISCAL YEAR JULY 1, 2023 TO JUNE 30, 2024, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID FINAL BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH, EXCEPT AS PROVIDED FOR BY MINUTE ORDER OF THE CITY COUNCIL ON JUNE 13, 2023

- B. ADOPT RESOLUTION NO. 2023-040 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING MASTER SALARY TABLES FOR ALL EMPLOYEES OF THE CITY OF REEDLEY

- C. ADOPT RESOLUTION NO. 2023-041 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING A SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES

- D. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE AMENDMENT #3 TO PROFESSIONAL SERVICES AGREEMENT WITH THE GREATER REEDLEY CHAMBER OF COMMERCE, AMENDING ANNUAL COMPENSATION FROM \$50,000 TO \$75,000 FOR FY 2023-24, WITH FUTURE YEAR COMPENSATION SUBJECT TO ANNUAL CITY COUNCIL APPROPRIATION

- E. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE AMENDMENT #1 TO GOVERNMENT AFFAIRS CONSULTING AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS, INC. AMENDING ANNUAL COMPENSATION FROM \$42,000 TO \$54,000, EFFECTIVE JANUARY 1, 2024, AND APPROVAL BY MINUTE ORDER OF ADDITIONAL SUPPORTING FY 2023-24 BUDGET APPROPRIATIONS OF \$6,000

- F. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE AN ADDENDUM TO AN AGREEMENT WITH THE COUNTY OF FRESNO TO ADMINISTER AND RECEIVE UP TO AN ADDITIONAL \$10,168 IN COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RESPONSE FUNDS FOR SENIOR CITIZEN MEAL PROGRAM COSTS, AND APPROVAL BY MINUTE ORDER FOR THE FY 2023-24 ADOPTED BUDGET TO BE INCREASED BY \$10,168 TO DEPLOY THE ADDITIONAL FUNDING IN THE SAME MANNER AS WHAT WAS PREVIOUSLY APPROVED
- G. APPROVAL BY MINUTE ORDER OF TWO (2) NEW FULL-TIME RECREATION SITE LEAD POSITIONS AT SALARY RANGE 37-U AND ADDITIONAL SUPPORTING BUDGET APPROPRIATIONS OF \$213,135 IN THE GENERAL FUND FOR THE NEW POSITIONS AND ADDITIONAL PART-TIME STAFF TIME AND SUPPLIES IN SUPPORT OF THE PREVIOUSLY APPROVED MEMORANDUMS OF UNDERSTANDING WITH THE KINGS CANYON UNIFIED SCHOOL DISTRICT AND FRESNO COUNTY SUPERINTENDENT OF SCHOOLS FOR EXPANDED LEARNING PROGRAMS AT T.L. REED AND WASHINGTON SCHOOL SITES
- H. APPROVAL BY MINUTE ORDER OF ADDITIONAL SUPPORTING FY 2023-24 BUDGET APPROPRIATIONS OF \$40,000 IN THE GENERAL FUND REPRESENTING GRANT FUNDING FROM THE CALIFORNIA ENERGY COMMISSION FOR ACTIVITIES RELATED TO ACQUISITION AND IMPLEMENTATION OF AUTOMATED ONLINE SOLAR PERMITTING SOFTWARE

Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate.

Staff Recommendation: Approve

COUNCIL REPORTS

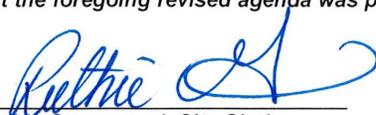
- 10. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

STAFF REPORTS

- 11. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

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 8th day of June 2023.


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 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 by the close of business one day 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:

June 27, 2023–Regular Council Meeting
July 11, 2023 –Dark

REEDLEY CITY COUNCIL MEETING – May 23, 2023

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

The Special meeting of Reedley City Council called to order by Mayor Betancourt at 6:00 p.m. on Tuesday, May 23, 2023 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

ROLL CALL

Council Members

Present: Suzanne Byers, Mary Fast, Scott Friesen, Matthew Tuttle, Anita Betancourt

Absent: None.

WORKSHOP

CONTINUED – PROPOSED FY 2023/24 BUDGET – No Action to be taken

The Reedley City Budget is available on the City Website: www.reedley.ca.gov

BUDGET PRESENTATIONS AND DISCUSSIONS

1. OPENING COMMENTS BY CITY MANAGER

City Manager, Nicole Zieba introduced the final budget workshop. Ms. Zieba discussed there are four departments presenting tonight and this allowed time for general questions at the end of the presentations. Final budget adoption scheduled for June 13, 2023.

2. PUBLIC WORKS

Public Works Director, Russ Robertson reviewed his department’s proposed budget including Water, Parks, Maintenance, Streets, Fleet Maintenance, Electrical and Waste Water. Mr. Robertson reviewed department’s accomplishments including installing new lights at Pioneer Park and the exterior restoration of the Downtown Water Towers. He provided a brief review of department goals and a reviewed projected revenues and expenditures.

3. ENGINEERING

City Engineer, Marilu Morales, reviewed engineering’s budget for 2023-24 fiscal year. Ms. Morales reviewed the many responsibilities of the Engineering department and briefly provided an overview of the department’s major projects and provided information on future projects. She reviewed the funding sources for the upcoming year and proposed expenditures. Ms. Morales stated her goals is to continue to prepare and submit successful grant applications within ninety days of expenditure.

Mayor Betancourt requested to recess the special meeting until the conclusion of the regular meeting.

RECESS

6:58PM-7:35PM

4. FIRE DEPARTMENT

Fire Chief Isaak, provided an overview of the Fire Department Divisions, which were Fire and Life Safety, and Municipal Code Compliance. Chief Isaak explained the proposed funding and expenditures for 2023-24 fiscal year and described the department’s responsibilities, department staff, and fire operations. Chief Isaak discussed completed capital projects, future goals of the Fire Department and discussed how they were able to successfully recruit and train ten new volunteer firefighters.

5. POLICE DEPARTMENT

Police Chief Garza reviewed the department’s proposed 2023-2024 budget, explaining revenues and expenditures such as purposed capital purchases. Chief Garza discussed many accomplishments of the police department including the hiring of new police officers, and dispatchers. At the conclusion he reviewed the department’s goals and discussed future upgrades to the public safety communication equipment.

REEDLEY CITY COUNCIL MEETING – May 23, 2023

ADJOURNMENT

Mayor Betancourt adjourned the special meeting at 9:02pm.

Mayor Anita Betancourt

ATTEST:

Ruthie Greenwood, City Clerk

REEDLEY CITY COUNCIL MEETING –May 23, 2023

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 Betancourt at 7:02 p.m. on Tuesday, May 23, 2023 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 Tuttle

ROLL CALL

Council Members

Present: Suzanne Byers, Mary Fast, Scott Friesen, Matthew Tuttle, Anita Betancourt

Absent: None.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

Council Member Byers motioned, Council Member Tuttle seconded to accept and approve agenda.

Motion unanimously **carried**.

PUBLIC COMMENT

None.

CONSENT AGENDA (Item 1-8)

Council Member Fast requested to discuss items 4 and 6 prior to the vote. Community Development Director, Rodney Horton and Community Services Director, Sarah Reid answered Council Member Fast’s questions.

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

1. APPROVAL OF MINUTES OF THE REGULAR AND SPECIAL COUNCIL MEETINGS OF MAY 9, 2023 - *Approved*
2. RECOMMENDATION OF REJECTION OF CLAIM-TAMEZ, SERENA – *Approved Claim Rejection*
3. APPROVE MAYOR’S NOMINATION TO FILL A VACANCY ON THE COMMUNITY SERVICES COMMISSION – *Approved*
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A GRANT AGREEMENT WITH THE CALIFORNIA ENERGY COMMISSION FOR THE CALAPP PROGRAM AND RELATED DOCUMENTS REQUESTING AND ACCEPTING FUNDING FOR ACTIVITIES RELATED TO ONLINE SOLAR PERMITTING– *Approved*
5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT ADDENDUM WITH RINCON CONSULTANTS, INC. TO CONTINUALLY PERFORM ADDITIONAL ON-CALL PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT-PLANNING DIVISION– *Approved*
6. APPROVE THE FOLLOWING ACTIONS TO FUND THE 2023-24 EXPANDED LEARNING PROGRAMS (ELP) AT T L REED AND WASHINGTON SCHOOL SITES:

REEDLEY CITY COUNCIL MEETING –May 23, 2023

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) TO PROVIDE SERVICES FOR THE EXPANDED LEARNING PROGRAMS (ELP) AND SUPPORTING DOCUMENTS
- B. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) FOR STUDENT SUPPORT SERVICES
- C. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) TO PROVIDE INTERNSHIPS FOR REEDLEY HIGH SCHOOL STUDENTS
- D. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SITE CONTRACTS WITH FRESNO COUNTY SUPERINTENDENT OF SCHOOLS (FCSS) AND SUPPORTING DOCUMENTS

– *Approved*

- 7. ADOPT RESOLUTION NO. 2023-035 ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24– *Approved*
- 8. ADOPT RESOLUTION NO. 2023-036 GRANTING AUTHORITY TO THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MANNING AVE PAVEMENT REHAB PHASE 3 PROJECT– *Approved*

PUBLIC HEARING

- 9. ADOPT ORDINANCE NO. 2023-006, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING CHAPTER 2 OF TITLE 4 SECTION 10-16-11 OF CHAPTER 16 OF TITLE 10 OF THE REEDLEY MUNICIPAL CODE CONCERNING COST RECOVERY PROVISION FOR NUISANCE ABATEMENT ACTIONS

City Manager Nicole Zieba explained the attach ordinance restates and confirms the City’s process and rights to recover abatement costs, and contains small revision to better align with the language with current State law.

Public Hearing Opened: 7:12 p.m.

Public Hearing Closed: 7:13 p.m.

Council Member Tuttle moved, Council Member Friesen seconded to ADOPT ORDINANCE NO. 2023-006, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING CHAPTER 2 OF TITLE 4 SECTION 10-16-11 OF CHAPTER 16 OF TITLE 10 OF THE REEDLEY MUNICIPAL CODE CONCERNING COST RECOVERY PROVISION FOR NUISANCE ABATEMENT ACTIONS

Motion unanimously **carried.**

- 10. ADOPT RESOLUTION NO. 2023-033 LEVYING THE FISCAL YEAR 2023-2024 ANNUAL ASSESSMENTS FOR THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

City Engineer, Marilu Morales stated on April 25, 2023 City Council initiated the proceeding for the annual levy and collection of assessments for the Landscaping Lighting and Maintenance District number 1, and preliminary approved the Engineer’s report for the annual levy and collections. They also set a public hearing regarding proposed assessments for tonight’s meeting.

Public Hearing Opened: 7:15 p.m.

Public Hearing Closed: 7:16 p.m.

Council Member Friesen moved, Council Member Tuttle seconded to ADOPT RESOLUTION NO. 2023-033 LEVYING THE FISCAL YEAR 2023-2024 ANNUAL ASSESSMENTS FOR THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

REEDLEY CITY COUNCIL MEETING –May 23, 2023

Motion unanimously **carried**.

RECEIVE INFORMATION & REPORTS

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

11. REEDLEY AIRPORT COMMISSION MINUTES OF REGULAR MEETING OF FEBRUARY 16, 2023 – Community Services

COUNCIL REPORTS

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

Council Member Tuttle:

- Discussed upcoming Memorial Day event

Council Member Byers:

- Attended a town hall meeting hosted by Department of Insurance and provided a brief update

Council Member Friesen:

- Discussed upcoming event at Reedley Airport

Council Member Fast:

- Asked questions regarding the Police Department weekly update which were answered by Chief Garza

STAFF REPORTS

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

City Manager Nicole Zieba:

- Discussed upcoming Fruit Trail event
- Provided an update on the future library that will be built in Reedley
- Shared information regarding the water levels in the river and provided an update

City Engineer Marilu Morales

- Provided an update regarding construction that will be happening soon

ADJOURNMENT

Mayor Betancourt adjourned the regular meeting at 7:34 p.m.

Mayor Anita Betancourt

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 3

DATE: June 13, 2023

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF REEDLEY, BETWEEN THE CITY OF REEDLEY AND KINGS CANYON UNIFIED SCHOOL DISTRICT FOR THE RESTORATIVE JUSTICE INITIATIVE (RPBI) FOR THE 2023-2024 FISCAL YEAR.

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 an agreement on behalf of the City of Reedley, between the City of Reedley and Kings Canyon Unified School District for the Restorative Justice Initiative (RPBI) for the 2023-2024 fiscal year.

EXECUTIVE SUMMARY

The Reedley Police Department has historically partnered with KCUSD to provide a Restorative Justice Coordinator to manage RPBI cases under the jurisdiction of the Reedley Police Department during each fiscal year. This agreement will be executed solely between the City and KCUSD. The City has allocated \$20,000 as part of the FY 2023-2024 budget to assist KCUSD with compensation for the shared Restorative Justice Coordinators.

BACKGROUND

John Swenning and Jake Harder (both prior RPBI Directors under MCC) were hired by KCUSD as RJ Coordinators in 2021. John Swenning will be Coordinator for Reedley High School in 2023-2024 and Jake Harder will be Coordinator for Orange Cove High School in 2023-2024. They continue to be focused on efficiency, forward progress and maintenance of the case management system. They both also serve as "in house" trainers for Restorative Justice case mediation and conflict resolution. Community Youth Ministries (CYM) will continue to provide a Case Manager for RPBI under the RPBI Coordinator John Swenning for all Reedley and outlying KCUSD schools. The Case Managers are part of a separate

Services Agreement between CYM and KCUSD. As a team they have all proven to be effective and efficient in sustaining the RPBI and CYM continues to show commitment and partnership to Restorative Justice efforts.

FISCAL IMPACT

The City has previously budgeted \$20,000 annually as part of a services agreement to fund the Restorative Justice Coordinator position. Moving forward, the City will allocate \$20,000 toward funding of the Coordinator position.

The CITY will make two (2) payments in the amount of \$10,000 each to KCUSD under this agreement. The payments will be made in July 2023 and January 2024 respectively.

PRIOR COUNCIL ACTIONS

The City Council approved similar MOU's, beginning in 2013 and continuing through 2023 to fund the partnership of RPBI to manage Restorative Justice efforts.

1. Services Agreement 2023-2024 (CITY and KCUSD)

Services Agreement

Between the **City of Reedley (CITY)** and **Kings Canyon Unified School District (KCUSD)** for a *Restorative Justice Coordinator* to provide services and oversight for the **Reedley Peace Building Initiative Restorative Justice System (RPBI)**

This Services Agreement (Agreement) is entered into the 1st day of July 2023, by and between the CITY and KCUSD. The parties agree to the following:

ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

KCUSD agrees to provide (1) one Restorative Justice Coordinator (COORDINATOR) to manage and oversee the Reedley Peace Building Initiative (RPBI), a joint-partnership restorative justice program with focus on juvenile crime and conflict within KCUSD schools in Reedley and the immediate surrounding unincorporated areas of Fresno County. The base of operations for COORDINATOR will be Reedley High School, to interact with staff and the School Resource Officer to determine involvement for restorative justice options for addressing juvenile crime and conflict situations. COORDINATOR will also oversee RPBI Case Managers assigned to focus on the KCUSD junior high and middle schools within the sphere of influence of Reedley.

KCUSD agrees that COORDINATOR will provide mediation services for qualified criminal cases provided by CITY (Police Department). Mediation services to include involvement from Case Managers and properly trained and certified volunteer mediators. COORDINATOR will also manage and oversee community service options for criminal offenders with assistance and input from CITY. KCUSD agrees that COORDINATOR will accurately document case mediations, to include victims, offenders, contract agreements and outcomes. Documentation will be recorded into an existing database which CITY agrees to provide and maintain.

CONFIDENTIALITY

During the course of providing services, COORDINATOR may be required to access information that is confidential to CITY or personal information about constituents, employees and/or contractors. COORDINATOR will keep all such information confidential and will collect, use and disclose such information only on a need-to-know basis in a manner consistent with the provision of the services. All writings, photographs, products and materials accessed by or delivered to COORDINATOR, including all information related to criminal cases or offenses will be the sole property of the CITY. COORDINATOR agrees to use / share confidential information only during official resolution of such cases as designated by City and KCUSD.

COMPENSATION

CITY agrees to pay DISTRICT a total of \$20,000 for (1) one Restorative Justice COORDINATOR to provide these services. Payment will be made in two installments of \$10,000 to be paid upon being

invoiced by KCUSD in July 2023 and January 2024. Payments will be made no later than 30 days from the invoice date.

EFFECTIVENESS, DURATION AND TERMINATION

This Agreement shall be effective as of July 1, 2023 and shall remain in effect for a term running through June 30, 2024. Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than 30 days prior written notice to the other party. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of early termination, parties agree to pay or reimburse a pro-rated share of the compensation based upon a 12-month timeframe.

INDEMNIFICATION

KCUSD shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with COORDINATOR's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of COORDINATOR.

The City shall indemnify, defend, and hold harmless KCUSD, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of COORDINATOR during the performance of work hereunder.

If KCUSD rejects a tender of defense by the City and/or COORDINATOR under this Agreement, and it is later determined that the City and/or COORDINATOR breached no duty of care and/or was immune from liability, KCUSD shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City settles a liability claim, with or without participation by KCUSD.

INTEGRATION OF PRIOR TERMS AND CONDITIONS

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be

executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

CITY OF REEDLEY,
a municipal corporation

By: _____
Nicole R. Zieba, Reedley City Manager

Date: _____

THE KINGS CANYON UNIFIED SCHOOL DISTRICT

By: _____
John Campbell, KCUSD Superintendent

Date: _____



REEDLEY CITY COUNCIL

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

ITEM NO: 4

DATE: June 13, 2023

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LEASE AGREEMENT WITH THE KINGS CANYON UNIFIED SCHOOL DISTRICT FOR INSTALLATION AND OPERATION OF TRANSPORTATION COMMUNICATIONS RADIO EQUIPMENT

REVIEWED: 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 to execute a Communications Site Lease Agreement with the Kings Canyon Unified School District (KCUSD) for the installation and operation of radio equipment on the existing City-owned communications tower located at C.F. Mueller Park.

EXECUTIVE SUMMARY

In 2022, the City completed a project to construct a new 120-foot-tall communications tower located at an abandoned City water well site at C.F. Mueller Park. The project was necessary to find a new permanent home for Reedley Police and Fire Department radio communications equipment that had been operating for decades from an existing tower at Reedley High School, owned by the Fresno County Office of Education, that will be demolished. The new tower has available space that can be utilized for other purposes, including leasing out space to another entity to help defray some of the ongoing site operating costs.

City staff were approached by officials from KCUSD to co-locate radio equipment on the tower for communication among school buses and district offices. The attached Communications Site Lease Agreement leases tower and ground space to KCUSD for an initial five-year term, with options for two additional five-year terms, for a total possible lease term of 15 years. KCUSD will pay to the City monthly rent of \$300.00 to cover additional electricity use and defray other site operating costs such as propane fuel for the backup generator and general site maintenance. Should KCUSD elect to extend the lease beyond five years, monthly rent will increase \$100 for each successive five-year extension period. There is no anticipated impact to City operations from allowing KCUSD to co-locate their equipment on the tower.

BACKGROUND

On May 4, 2023 the Reedley Planning Commission approved the Environmental Assessment No. 2023-05, and Conditional Use Permit (CUP) Application No. 2023-04, amending CUP Permit Application No. 2022-03, authorizing the installation of new and additional telecommunication equipment at the C.F. Mueller Park tower site.

FISCAL IMPACT

If approved, the revenue from the lease will generate \$3,600 annually to the General Fund to defray some of the annual tower site operating expenses, estimated to be less than \$10,000 per year. The monthly rent is discounted from an estimated market value of \$700-\$1,000 per month because of the "public benefit" that the city receives from KCUSD operations in the community.

ATTACHMENT

Communications Site Lease Agreement

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated effective on July 1, 2023 is entered into by and between the Kings Canyon Unified School District ("Lessee") whose address is 1801 10th Street, Reedley, CA 93654 and City of Reedley, a California municipal corporation ("Lessor") whose address is 845 G Street, Reedley, CA 93654.

The parties hereto agree as follows:

1. **Premises.** Lessor owns the real property located in Reedley, Fresno County, California, legally described as Assessor's Parcel Number 370-131-01T and located at C.F. Mueller Park 219 N. Sunset Ave Reedley, CA 93654 ("Lessor's Property"). Located upon Lessor's Property is a communications tower owned and operated by Lessor ("Tower"). Subject to the terms and conditions set forth in this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that portion of the Tower as depicted on Exhibit "A" attached hereto and made a part hereof ("Premises").

2. **Use.** The Premises may be used by Lessee for the installation and operation of Lessee's antennas and related equipment as substantially depicted on Exhibit "A" attached hereto and made a part hereof (collectively "Lessee's Facilities"). Lessee agrees it will use and operate Lessee's Facilities only for the purposes consistent with uses specified in the approved City of Reedley Conditional Use Permit Application No. 2023-04, and described as supporting Lessee's transportation operations, which utilizes radio equipment for communication among school buses and the Lessee's offices, including the transmission and the reception of radio communication signals. Lessee's use of the Premises shall be strictly in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances. Lessee shall not use the Premises for any other purpose.

3. **Term.**
 - (a) Except as otherwise provided in this Lease, the initial term of this Lease ("Term") shall be five (5) years commencing on July 1, 2023 ("Commencement Date") and ending at midnight, Pacific Time on June 30, 2028. Lessee shall have the right to extend the Term of this Lease for two (2) additional five (5) years terms ("Extended Term"). The terms and conditions for the Extended Term shall be the same terms and conditions of this Lease, except that the Rent shall be increased as set forth in paragraph 4(a) of this Lease.

Lessee may exercise the right to extend the Term of this Lease by giving written notice to Lessor at least ninety (90) calendar days prior to the expiration of Term. Except that, should Lessee be in breach or default of any provision of this Lease on the date of giving written notice to Lessor of Lessee's exercise of its right to extend the Term of this Lease, such written notice shall be of no force or effect, and should Lessee be in breach or default of any provisions of this Lease on the date the Extended Term is to commence, the Extended Term shall not commence and this Lease shall terminate on the last day of the Term of this Lease. This Lease shall continue on a month-to-month basis (with either party having a right to terminate

this Lease with thirty (30) days prior written notice) in the event of a holdover by Lessee on the same terms and conditions as set forth in this Lease, except the Rent shall be increased as set forth in paragraph 4(a) of this Lease.

- (b) If Lessee determines within the first thirty (30) calendar days of the Term of this Lease that Lessee's communications equipment will not perform to specification due to circumstances beyond Lessee's control, such as radio frequency interference, Lessee will have the right to terminate this Lease during such thirty (30) calendar day period by providing Lessor with written notice of termination prior to the last day of said thirty (30) day period.

4. Rent and Security Deposit.

- (a) Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Three Hundred Dollars (\$300.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor at Lessor's address specified in Paragraph 13 of this Lease. Lessee may, at their convenience, pay rent on an annual basis equivalent to 12 months of the rent amount in effect.

Commencing on July 1, 2028, Rent shall be increased by One Hundred Dollars (\$100.00) to \$400.00 per month on July 1.

Commencing on July 1, 2033, Rent shall be increased by One Hundred Dollars (\$100.00) to \$500.00 per month on July 1.

- (b) In the event any rental installment is not received by Lessor by the tenth (10th) day of any month, a delinquency charge, equal to ten percent (10%) of the outstanding amount due shall be paid by Lessee to Lessor concurrently with payment of the delinquent rental installment.
- (c) Upon the parties' execution of this Lease, Lessee shall pay Zero Dollars (\$0.00) to Lessor as a security deposit.

5. Improvements; Access.

- (a) Lessee shall maintain, repair and operate Lessee's Facilities on the Premises at Lessee's sole expense.
- (b) Lessee and Lessee's employees, contractors and subcontractors shall have non-exclusive access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee to the extent required to maintain, repair and operate Lessee's Facilities on the Premises. Lessee's exercise of such access shall not interfere with Lessor's use of the Tower. Lessee acknowledges and agrees that no term or condition of this Lease or Lessee's exercise of its rights under this Lease, shall in any way, interfere with or prohibit Lessor's continual use, operation, maintenance or repair of the Tower.
- (c) Lessee shall remove all Lessee's Facilities at its sole expense within 30 calendar days after the cancellation, expiration or early termination of this Lease. Lessee

shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed on the Commencement Date, reasonable wear and tear and damages beyond the control or without the fault or neglect of Lessee excepted.

- (d) Lessee will not permit any mechanics' or materialmen's or other liens to be recorded against title to the Lessor's Property for any labor or material furnished Lessee in connection with work performed on Lessor's Property or the Premises, including without limitation, the installation, operation, use, maintenance or repair of Lessee's Facilities. If for any reason, a valid lien is recorded against title to Lessor's Property or the Premises, Lessee shall within ten (10) days of the date of recordation of any such lien, pay the determined amount of such lien with all costs, fees and charges, thereby releasing such lien. Lessee shall have the right to contest the validity, nature or amount of any such lien but, upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and shall have the lien released at its own expense. If Lessee desires to contest any such lien, then prior to commencing such contest, it will post a bond at its sole cost and expense, to release the lien and the lien holder must record a release of the lien.
6. **Interference with Communications.** Lessee's Facilities shall not disturb or interfere with the communications configurations, equipment and frequency that exist on Lessor's Property on the date of this Lease ("Pre-existing Communications"). Specifically, Lessee acknowledges that the equipment located at or on Lessor's Property or Premises on the Commencement Date, which was installed by other carriers or Lessor, will not cause interference to Lessor and are Pre-existing Communications. Additionally, Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC").
7. **Taxes.** Lessee shall pay directly to any taxing agency, before delinquency, any taxes, including without limitation, personal property taxes and, possessory interest taxes that may be attributable to Lessee's Facilities, Lessor's Property and Premises. Lessee acknowledges and agrees that Lessee's leasing of the Premises could result in the assessment of a possessory interest tax which Lessee agrees to pay. If any such tax is paid by Lessor, Lessee shall reimburse Lessor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Lessee's share thereof. Lessee shall not be responsible for any interest, penalty or late charges caused by Lessor's failure to pay real estate taxes payable by Lessor in a timely manner. Upon written request by Lessee, Lessor shall furnish Lessee with evidence of payment of all taxes and Lessee will provide Lessor with evidence of payment of taxes. Lessee may, in connection with providing protection against the filing of tax liens against Lessor's Property or the Premises, as required by applicable law, contest in good faith the legality or validity of any taxes attributable to the Premises or Lessee's Facilities.
8. **Termination.** This Lease shall terminate as follows: (i) in accordance with its terms; (ii) upon initiation of a bankruptcy or other insolvency proceeding by Lessee, whether voluntary or involuntary; (iii) upon thirty (30) days prior written notice by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to a ruling or directive of the FCC or other

governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (v) upon ninety (90) days written notice by either party for any reason. In addition to the remedies described in this paragraph 9, in the event of a default by Lessee, Lessor has all remedies available at law or in equity, including, without limitation, the remedy described in California Civil Code Section 1951.4 (Lessor may continue to lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, if Lessee has right to sublet or assign, subject only to reasonable limitations).

9. Damage to or Destruction of Premises.

- (a) If the Premises or the Tower are damaged or destroyed by fire or other casualty, Lessor may terminate this Lease upon written notice to Lessee. In such case, Lessor will refund to Lessee the unearned rent for the then-current month if Lessee or its officers, directors, shareholders, agents, contractors, employees, or equipment are not the cause of the fire or other casualty. Lessor may elect to repair or construct the Premises and continue this Lease in effect, in which event the monthly Rent paid by Lessee shall be reduced for the part of the Premises of which Lessee is deprived; Lessee shall pay the full rental amounts required once the Premises are repaired and Lessee's ability to utilize the Premises is fully restored.
- (b) Lessor shall not be responsible for or liable to Lessee for any damages, direct, incidental, consequential, or otherwise, that Lessee may suffer as a result of damage to or destruction of the Premises or the Tower.
- (c) Lessee reserves the right to enter the Premises at all reasonable times to make repairs that may be necessary or advisable on account of fire or other casualty or for the maintenance of the Premises.
- (d) Lessee shall be solely responsible for all damage that Lessee or its contractors, employees, directors, officers, shareholders, agents, or equipment may cause to the Premises, the Tower, Lessor's Property, Lessor's equipment, or the Pre-existing Communications which may be installed on or about the Premises.

10. Insurance.

- (a) Lessee shall maintain throughout the Term and any Extended Term the following insurance: (1) Commercial General Comprehensive Liability Insurance with limits of \$2,000,000.00 per occurrence, covering any act or omission to act of Lessee and any of Lessee's officers, directors, shareholders, agents, contractors or employees and the use, operation, repair or maintenance of Lessee's Facilities and the use of the Premises or Lessor's Property (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, and (3) Workers Compensation as required by law. All insurance carried by Lessee shall be primary and non-contributory and Lessor and its officials, officers, employees and agents shall be named as an additional insured.
- (b) Lessee's Indemnity. Except as otherwise provided in this Agreement, Lessee shall indemnify, defend, and hold Lessor, its officials, officers, employees, agents, successors and assigns harmless from and against any and all loss, cost, claim,

liability, action, damage, expense or injury (including reasonable attorneys' fees) (collectively "Claims"): (i) incurred or suffered by Lessee or Lessee's officers, directors, shareholders, contractors, employees, agents, or equipment while on the Lessor's Property or Premises; (ii) incurred or suffered by any person or entity and which are caused in whole or in part by any acts or omissions of the Lessee or any of Lessee's officers, directors, shareholders, contractors, employees, agents, equipment or Lessee's Facilities; (iii) incurred or suffered by any person or entity as a result of the equipment or Lessee's Facilities installed and/or constructed on the Lessor's Property or Premises by Lessee or any of Lessee's officers, directors, shareholders, contractors, employees or agents; (iv) incurred or suffered by any person or entity as a result of the breach or default by Lessee or any of Lessee's directors, shareholders, agents, contractors or employees of any provision of this Lease. Lessee's duty to indemnify will not apply to Claims arising out of the gross negligence or willful misconduct of Lessor or any violation of law by Lessor or their agents or contractors.

- (c) Survival. The foregoing indemnity will survive the termination, cancellation or expiration of this Lease.
11. Assignment. Lessee may not assign this Lease or sublet the Premises to any person or entity without the express prior written consent of Lessor. Any assignment or subletting approved by Lessor shall not, in any manner, release or relieve Lessee of its obligations and responsibilities under this Lease. Any attempted assignment or subletting of the Premises without the express prior written consent of Lessor shall be void and shall constitute a material breach of this Lease by Lessee. Lessor may assign this Lease at any time upon notice to Lessee.
12. Repairs. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.
13. Miscellaneous.
- (a) If any provision of the Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- (b) This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (c) Lessor's Payee: City of Reedley
Attn: Accounts Receivable
845 G Street
Reedley, CA 93654
Telephone: 559-637-4200

Lessor may from time to time designate any other address for this purpose by written notice to the Lessee.

- (d) This Lease shall be governed under the laws of the State of California. The parties agree that the proper venue for any lawsuit involving this Lease shall be the Fresno County Superior Court, if in state court, or the United States District Court, Eastern District of California, Fresno Division, if in federal court.
- (e) The prevailing party in any legal or equitable claim arising under this Lease shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- (f) Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.
- (g) This Lease constitutes the entire Lease and understanding between the parties. There are no representations or understandings of any kind not set forth herein. Each party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises, to read the Lease, or to obtain legal or other advice relevant to this Lease constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection or advice. Any amendments to this Lease must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date first above written.

Dated: _____

LESSEE:

Kings Canyon Unified School District

By: _____
JOHN CAMPBELL, Superintendent

Dated: _____

LESSOR:

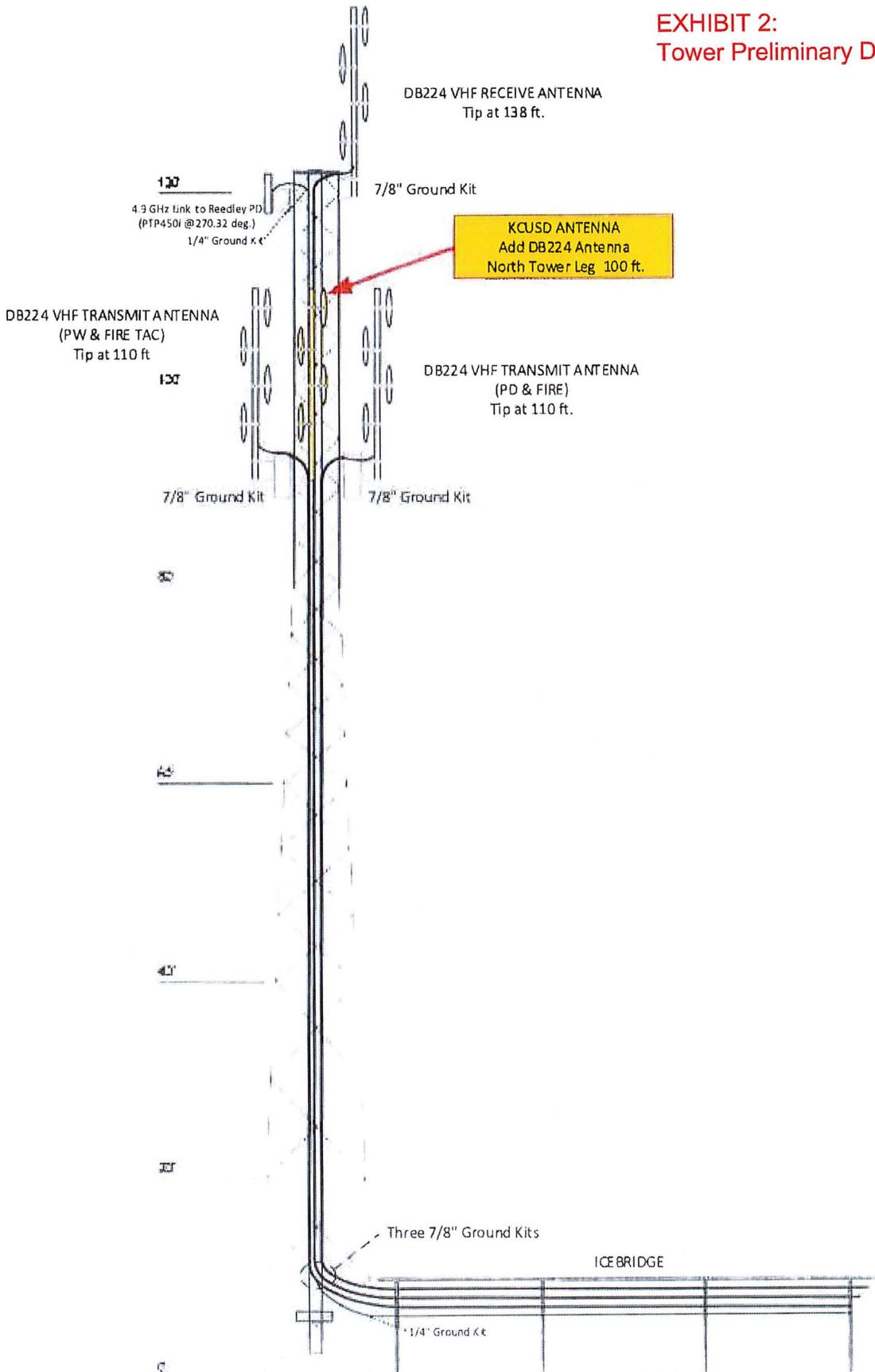
City of Reedley

By: _____
NICOLE R. ZIEBA, City Manager

EXHIBIT A

DEPICTION OF PREMISES

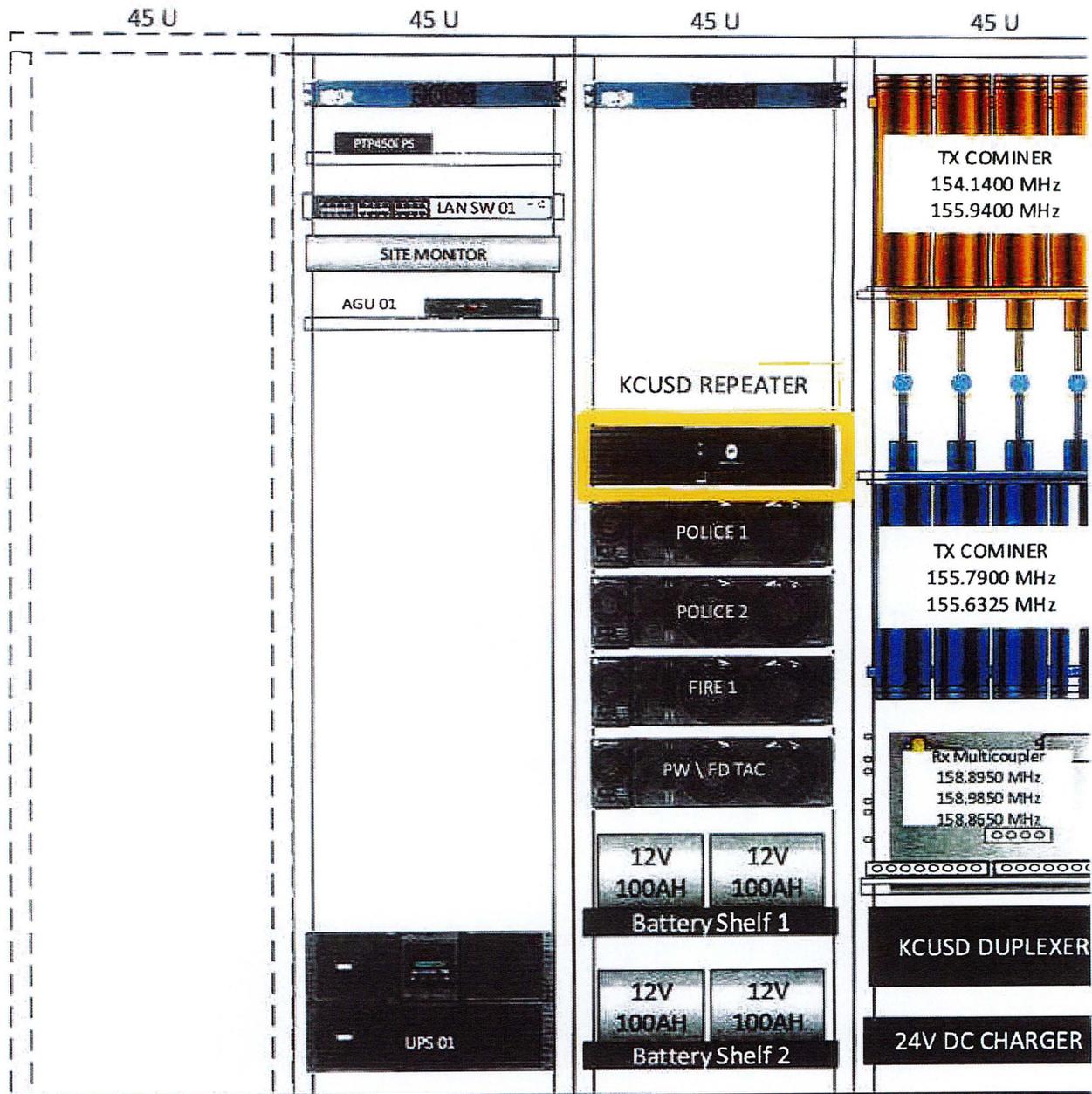
**EXHIBIT 2:
Tower Preliminary Design**



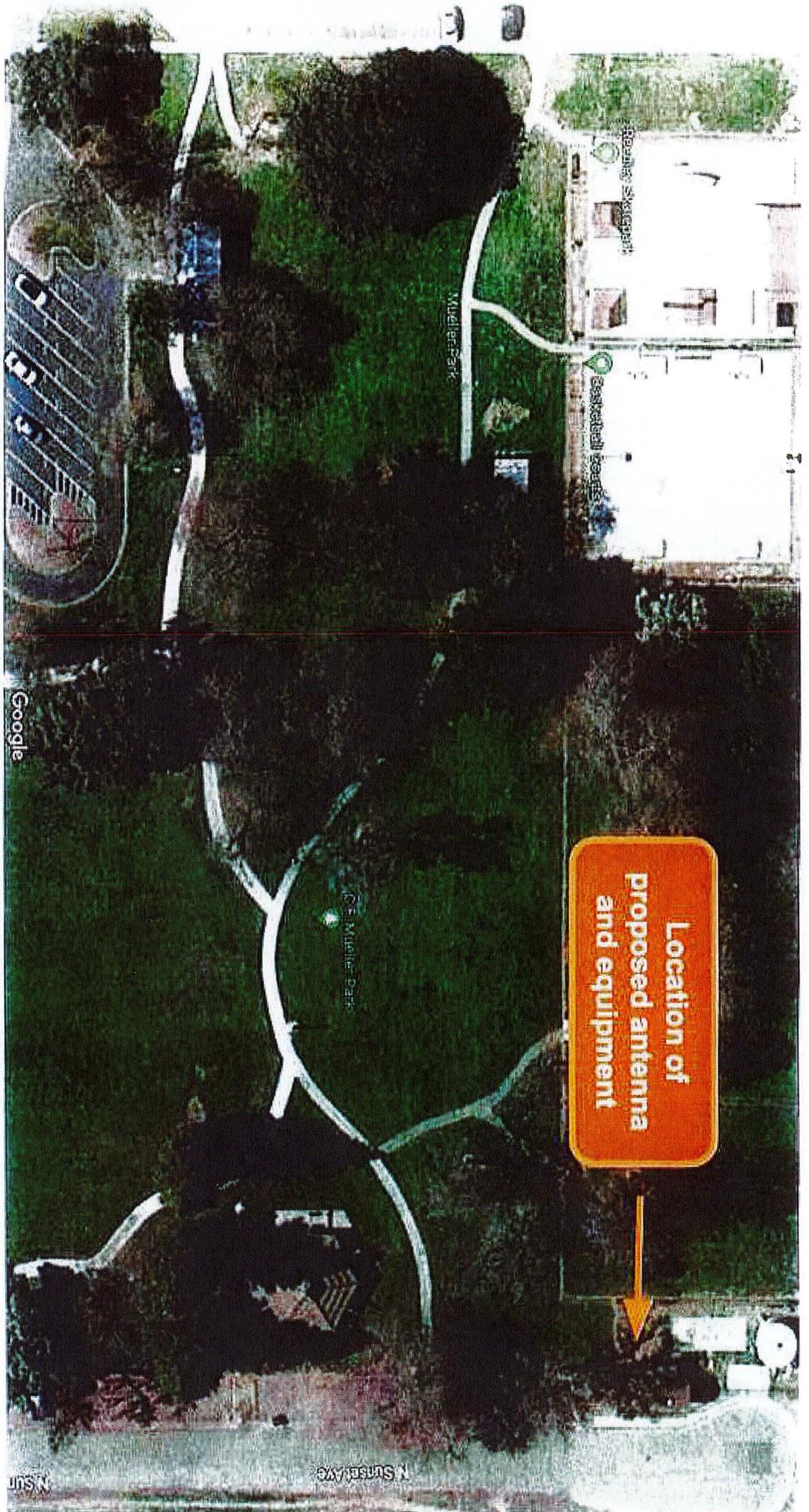
TOWER ELEVATION

| | | |
|------------------------------------|---|-------------------------|
| <p>MOTOROLA COMMUNICATIONS</p> | <p>CITY OF REEDLEY</p> | |
| | <p>PROPOSED COMM TOWER MUELLER PARK WELL SITE</p> | |
| <p>Project No. 01232023</p> | <p>Revision No. 012320230845</p> | <p>DATE: 01/23/2023</p> |
| <p>BY: [Signature]</p> | <p>DATE: 01/23/2023</p> | <p>BY: [Signature]</p> |

EXHIBIT 3:
Telecommunications Details



**EXHIBIT 1:
Project Location Map**





REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: June 13, 2023

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE SECOND AMENDMENT TO THE CITY OF REEDLEY LEASE OF AIRPORT PREMISES FOR BICYCLE MOTOCROSS TRACK AGREEMENT.

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve and authorize City Manager to sign the Second Amendment to the City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement. This amendment allows for use of additional property at the Reedley Municipal Airport for a spectator area and parking.

EXECUTIVE SUMMARY

The City of Reedley received a request on April 17, 2023 from Paul Huebert with Airtime BMX to expand the non-profits footprint on the Reedley Municipal Airport property. The additional space will be used for a spectator area and additional parking. The space used by Airtime BMX has no impact on the operations of the airport. The Second Amendment to the City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement addresses the change in Section 3 "Rental and Other Considerations". All other terms of the agreement remain the same. The current Conditional Use Permit No. 2021-04 allows for this minor expansion.

BACKGROUND

Since 1995, Airtime BMX has had an agreement with the City of Reedley to lease property on the southwest corner of the Reedley Municipal Airport. Airtime BMX received approval for opening a facility at the Reedley Municipal Airport under a Site Plan Review Application No. 47-1-96 on April 26, 1996.

In December 2013, the Federal Aviation Administration (FAA) contacted the city voicing concerns of having a non-aeronautic use on the Reedley Municipal Airport property. When a non-aeronautical use is on airport property, the lease must require for fair market value rent. Through the years of 2013-2014 the city worked with the FAA to come up with an agreeable

fair market value rent and the FAA required additional language to be added into the agreement. An agreement was entered into on January 1, 2015 meeting the FAA standards. This requirement from the FAA is still in place and will continue to be required with the amendments.

In March of 2021, Airtime BMX approached the city requesting an additional ½ acre to use for more parking and a strider course. On July 15, 2021, Conditional Use Permit No. 2021-4 was approved by the Planning Commission, authorizing a 50-foot x 270-foot expansion to the north of the area that Airtime BMX uses for BMX operations. The First Amendment to the City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement addressed the change in Section 1 “Description of Leased Premises” and Section 3 “Rental and Other Considerations”. All other terms of the agreement remained the same.

FISCAL IMPACT

This amendment will increase the current annual rent from \$3,511.27 to \$4,394.61 for the additional use of Reedley Municipal Airport property.

PRIOR COMMISSION ACTIONS

On January 16, 2020, the Airport Commission recommended approval for the Lease of Airport Premises for Bicycle Motocross Track at the meeting.

On March 18, 2021, the Airport Commission recommended approval for the First Amendment to City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement.

On April 20, 2023, the Airport Commission anonymously recommend approval for the Second Amendment to City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement. The Commissioners are very supportive for continuing the relationship with Airtime BMX.

PRIOR COUNCIL ACTIONS

On January 28, 2020, City Council approved the City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement.

On August 10, 2021, City Council approved the First Amendment to City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement.

ATTACHMENTS

1. Second Amendment to City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement
2. City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement
3. First Amendment to City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement
4. Request from Airtime BMX Expansion and Site Plan
5. Letter dated May 5, 2023 from Community Development Director Rodney Horton
6. Site Plan showing property currently used by Airtime BMX and additional property being requested

**SECOND AMENDMENT TO CITY OF REEDLEY LEASE OF AIRPORT
PREMISES FOR BICYCLE MOTOCROSS TRACK**

This Second Amendment to Lease of Airport Premises for Bicycle Motocross Track (“First Amendment”) is entered into by and between the City of Reedley (“Lessor”) and Paul and Donna Huebert (“Lessee”), and is effective as of July 1, 2023 (“Effective Date”).

WHEREAS, Lessor and Lessee entered into that certain First Amendment to City of Reedley Lease of Airport Premises for Bicycle Motocross dated August 10, 2021 (“Agreement”) which is incorporated herein by reference; and

WHEREAS, Lessor and Lessee entered into that certain Lease of Airport Premises for Bicycle Motocross dated January 28, 2020 (“Agreement”) which is incorporated herein by reference; and

WHEREAS, the term of the lease is set to expire on December 31, 2024, in accordance with Section 2 of the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, in view of the above recitals, and in consideration for the mutual promises set forth herein, Lessor and Lessee agree that the Agreement shall be amended as follows:

1. Section 3 of the Agreement, entitled “Rental and Other Consideration,” is hereby amended to read in its entirety as follows:

3. **Rental and Other Consideration.**

Rent shall be paid in equal amounts in June and December of each year at the rate of \$4,394.61 annually. At the end of each year the Lessor will evaluate the rent amount and may implement a maximum of a 2% increase to keep with “Fair Market Value”.

2. All Other Terms Remain in Effect. Except as otherwise expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect and shall be interpreted so as to give full force and effect to this Second Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the Effective Date set forth above.

For the LESSOR:

Nicole Zieba, City Manager
City of Reedley

For the LESSEE:

Paul Huebert

Date

Date

Donna Huebert

Date

ATTEST:

By: _____
Ruthie Greenwood, City Clerk

CITY OF REEDLEY
LEASE OF AIRPORT PREMISES
FOR BICYCLE MOTOCROSS TRACK

This Lease Agreement (hereinafter "Lease"), made and entered into effective January 28, 2020, by and between the City of Reedley (Lessor), a political subdivision of the State of California, and **Paul and Donna Huebert**, as individuals, operating an authorized track of the American Bicycle Association in Reedley, California (Lessee). Lessor and Lessee enter into this lease in consideration of each and every term hereof; and expressly acknowledge that this lease supersedes in all respects any prior written and/or oral agreement(s) between them.

1. Description of Leased Premises. Lessor hereby leases to Lessee those premises at the Airport, more particularly situated and described in "Exhibit A" attached hereto and incorporated by this reference. The real property leased and all appurtenant improvements, whether initially included or later constructed, installed or supplied in accordance with this lease.

2. Term. The term of this lease shall consist of a term of one (1) year expiring at midnight on December 31, 2020. Lessor may extend this Lease for up to four (4) additional 12-month periods, with notification in writing signed by both parties prior to the subsequent Lease period. Under no circumstances will this agreement be extended beyond December 31, 2024 without City of Reedley City Council approval.

3. Rental and Other Consideration. Rent shall be paid in equal amounts in June and November of each year at the rate of \$3,247 annually. At the end of each year the Lessor will evaluate the rent amount and may implement a maximum of a 2% increase to keep with "Fair Market Value".

4. Improvements. All permanent improvements shown or otherwise described on "Exhibit A" are the property of Lessor, or otherwise defined as all excavations, trenching, grading, paving, concrete work, utilities, conduits, wiring, tanks, drains, plumbing, culverts, fencing, landscaping, structures, equipment, facilities or fixtures to the real property leased, whether initially included or later constructed, installed or supplied in accordance with this lease. Lessee's goods, materials, parts, supplies, inventory, personal items, portable tools and equipment, vehicles, and business records shall not be considered "improvements". Per Lessee's request, consideration will be given to allowing removal of the fence around the BMX track which was installed by Lessee. All improvements, with the exception of track improvements, will need prior written approval of the Airport Manager.

5. Use/Services Provided. Lessee shall use the premises only for the operation and maintenance of a bicycle motocross track, consistent with all conditions in the Site Plan Review No. 247-1-96 for the BMX Track Facilities, per Exhibit A attached. Lessee shall not use, or permit to be used, the premises or any part thereof for any purpose other than the purpose for which the premises are leased. Lessee shall have the right to use Premises for the following purposes:

- Bicycle motocross events and training
- Food Services, including operation of vending machines
- Maintain, service, & repair equipment associated with the operation
- Safely store and supply fuel, oil, equipment & supplies as needed
- Install City-approved signs and advertising visible to the public promoting Lessee and/or sponsors
- Conduct any other lawful activity incidental to the service, repair, sales and rental services

Lessee shall require that any vendor conducting business on the premises has a valid current City Business License.

Lessee shall submit to Lessor by February 1st each year of this Agreement, a schedule including hours of operation, events and activities. Subsequent changes to this schedule must be re-submitted.

6. Termination. Prior to the end of Lease, Lessee may terminate this lease upon 30 days prior written notice if any law, statute, ordinance, rule or regulation should be imposed by any federal, state, county, or local

agency, which makes the operation and maintenance of a bicycle motocross track impossible or impractical to operate due to safety and/or economic reasons, or if Lessor further develops the airport in such a manner which makes the operation of Lessee's business impossible or impractical to operate due to safety and/or economic reasons. Prior to the end of Lease, Lessor may terminate this lease at any time upon 30 days prior written notice, with or without cause.

7. Maintenance of Premises. Lessee shall at all times keep the premises in a neat, safe, and sanitary condition, and free of weeds and other noxious growth, and shall at all times conduct its operations hereunder in strict compliance with all applicable and pertinent laws, statutes, ordinance rules and regulations of all governmental entities and agencies. Lessee shall further keep and maintain the premises in good order, condition and repair, reasonable wear and tear and damage by the elements excepted. Lessee shall take all reasonable precautions to protect the premises from weather or other damage, theft, vandalism and other such hazards. Lessee shall keep and store out of sight all materials, supplies and products brought upon the premises, whether for sale, use, or otherwise. Lessee shall keep and store out of sight all equipment brought upon the premises to the extent the premises are capable of storing or housing said equipment. Lessee shall also be responsible for lawful removal and disposal of all trash, refuse, debris and any other waste products arising from Lessee's use or occupancy under this lease. Additionally, Lessee shall comply with Lessor directives and regulations relative to noise, lighting, dust, and other conditions with affect surrounding properties and uses.

8. Licenses, Fees, Taxes and Utilities. Lessee shall assume responsibility for and shall pay all federal, state and local license costs, fees, and taxes (including any possessory interest taxes) as well as all utility charges and costs arising out of or in connection with this lease, including but not limited to charges for light, power, water.

9. Non-exclusive Use. Lessee does not have or enjoy, and may not grant, any exclusive rights of any kind which are forbidden by the Federal Aviation Act of 1958, or which are forbidden by any other applicable or pertinent law, statute, ordinance, rule or regulation of any governmental entity or agency.

10. Indemnification. To the furthest extent allowed by law, Lessee shall indemnify, hold harmless and defend City, and each of their officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Lessee's: (i) occupancy, maintenance and/or use of the Leased Premises; and/or (ii) performance of, or failure to perform, this Lease. Lessee's obligations under the preceding sentence shall apply to any negligence of City, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of City.

Lessee's occupancy, maintenance and use of the Leased Premises shall be at Lessee's sole risk and expense. Lessee accepts all risk relating to Lessee's: (i) occupancy, maintenance and/or use of the Leased Premises; and (ii) the performance of, or failure to perform, this Lease. City shall not be liable to Lessee for, and Lessee hereby waives and releases City from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Leased Premises in any way related to the Lessee's operations and activities. Lessee shall immediately notify City of any occurrence on the Lease Premises resulting in injury or death to any person or damage to property of any person.

The provisions of this Section shall survive termination or expiration of this Lease.

11. Insurance. Throughout the life of this Lease, Lessee shall pay for and maintain, either individually or through the American Bicycle Association, in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

- COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations, and \$2,000,000 general aggregate.
- COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "all owned autos", "hired autos", "scheduled autos", and "non-owned autos" with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Only required if automobiles are to be operated on leased property.

Lessee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Lessee shall also be responsible for payment of any self-insured retentions. Lessee shall notify Lessor at least 30 days prior to any use of the premises that is not covered by policies of insurance provided by the American Bicycle Association. Lessor will work with Lessee to determine if adequate insurance coverage held as individuals can be modified or if special event insurance can be purchased through the City.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to Lessor. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Lessee shall furnish Lessor with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for Lessor, Lessee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General and Auto Liability insurance policies shall be written on an occurrence and per accident form, respectively and shall name Lessor, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Lessee's insurance shall be primary and no contribution shall be required of Lessor. Lessee shall have furnished Lessor with the certificate(s) and applicable endorsements for ALL required insurance prior to Lessor's execution of the Lease.

If at any time during the life of the Lease or any extension, Lessee fails to maintain any required insurance in full force and effect, all Lessee's activities under this Lease shall be discontinued immediately, until notice is received by Lessor that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Lessor. Any failure to maintain the required insurance shall be sufficient cause for Lessor to terminate this Lease. No action taken by Lessor pursuant to this section shall in any way relieve Lessee of its responsibilities under this Lease.

The fact that insurance is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify Lessor and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Lessee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Lessee, employees, agents, volunteers, invitees, suppliers, vendors, consultants, contractors or subcontractors.

Upon request of Lessor, Lessee shall immediately furnish Lessor with a complete copy of any insurance policy required under this Lease, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Lease.

12. Non-Assignment. Lessee shall not encumber, assign or sub-lease any rights or duties under this lease without the written consent of Lessor. Any change in ownership (voluntary, involuntary, by operation of law, or otherwise) of the controlling interest of Lessee from the signer(s) of this lease, shall be deemed an assignment subject to this paragraph. Consent to encumbrance, assignment and/or sub-lease shall not be

unreasonably withheld.

13. Licenses, Independent Contractor Status. All of Lessee's employees, officers, agents, assigns and sub-lessees shall be licensed when required by law. All shall be officers, agents, employees, assigns and sub-lessees of Lessee only, as an independent contractor; and they shall not in any instance be, or be construed to be, officers, agents, employees, assigns or sub-lessees of Lessor.

14. Lessor Control. It is understood and agreed that general control over the Airport and all flying activities in connection therewith are vested by law in Lessor acting by and through its Council, committees and officers, agents, and employees except as the same are subject to other local, state, or federal laws, rules, or regulations. In the operation of any activity conducted under the terms of this lease or otherwise, Lessee shall comply with all reasonable rules and regulations adopted by Lessor for the use and operation of the airport which are not in conflict with the terms of the lease.

15. Lessor's Reserved Airport Rights. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance, provided any such development or improvement does not encroach upon the premises. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard. There is hereby reserved to Lessor for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operation on the airport.

Lessee shall not erect nor permit the erection of any structure or object nor permit the growth of any tree on the premises which will exceed the limits established by, or violate any restriction of the Airport Hazard Zone of the Airport as it is designated from time to time. Lessee shall not use the Airport or the premises in any manner which might interfere with the operation of aircraft on or about the Airport or in any manner which might otherwise constitute a hazard.

16. Continue Airport Operations. Within its financial constraints and subject to acts beyond the control of Lessor, the Lessor does hereby obligate itself during the term hereof to continue the operation of said airport as a public airport, consistent with public regulations. If the Airport is temporarily closed by lawful authority (other than weather closures), the term of this lease shall be extended for the same period of any such closure, and all rental payments hereunder shall be abated during such closure.

17. Damage to Premises. If the premises are damaged from any cause, Lessee shall forthwith repair the same within 120 days and this lease shall continue, except that rent shall be reduced proportionately during the repair period to the extent the making of repairs interferes with Lessee's business. If damage to the premises exceeds 50% of the total replacement cost of all improvements then existing; or if such damage cannot be repaired within 120 days, Lessee may terminate this lease by giving notice thereof within 15 days of such damage. Lessee shall maintain casualty insurance to Lessor's satisfaction to guarantee performance of these obligations, the proceeds to be payable jointly to Lessor and Lessee or their order, with the total of all proceeds to be payable to Lessor alone should Lessee elect to terminate under this clause.

18. Entry/inspection of Premises/Records. Lessor shall have the right to enter the premises at reasonable times and places for the purpose of inspection and/or abatement of any nuisance or cure of any breach. Lessor shall also have the right to inspect and audit all records, books, and accounts of Lessee pertaining to this lease.

19. No Change or Improvement Without Approval. Except as otherwise expressly provided in this Lease, Lessee shall not make any other change, alteration or improvement to the premises without the prior written consent and approval of Lessor. Any change, alteration or improvement shall be made at Lessee's sole cost and expense unless Lessor otherwise agrees in writing.

20. Holdover. If Lessee remains in possession of the premises after expiration of the initial or any extended

term without a new lease being negotiated, such occupancy of the premises shall be on the same terms and conditions as provided herein, except that it shall be on a month-to-month tenancy basis.

21. Eminent Domain. If the premises are taken by eminent domain, whether by Lessor or otherwise, this lease shall terminate. The proceeds of any award shall be divided between Lessor and Lessee in accordance with their respective interests as determined by the Court.

22. Right to Premises Upon Termination. The premises shall become the sole possession of Lessor upon expiration of the initial or any extended term provided by this lease (or upon any sooner termination thereof) without any further compensation by Lessor to Lessee. Lessee shall promptly remove all items from the premises that are not improvements. Lessor may require Lessee to remove any or all improvements from the premises at Lessee's expense, in which case Lessee shall promptly remove the improvement(s) as directed and shall restore the premises to their prior condition.

23. Attorneys' Fees. In the event suit shall be brought for enforcement of this lease, reasonable attorneys' fees shall be awarded the prevailing party by the Court.

24. Surrender of premises. Lessee accepts the premises in "as is" condition and agrees, upon the expiration of the lease or any sooner termination, to peacefully and quietly yield up and surrender possession of the premises to Lessor, in as good order and condition as reasonable wear and tear and damage by the elements allow.

25. Notices. All notices to be given to Lessee may be given in writing, personally or by depositing the same in the United States Mail, postage prepaid, and addressed to Lessee at said premises, whether or not Lessee has departed from, abandoned, or vacated the premises. Notices to Lessor shall be given to the Airport Manager.

26. Subsequent Parties/Time. All the terms and conditions of this lease shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Lessor and Lessee. Time is hereby declared to be of essence in this lease.

27. Subordination. This agreement shall be subordinated to the provisions and requirements of any existing or future agreements between Lessor or the County of Fresno, and the State of California and/or the United States, relative to the operation, maintenance, or development of the Airport.

28. Federal Aviation Administration (FAA) Provisions. The lessee for himself, his personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(The airport sponsor shall insert the paragraph above in all airport contracts, leases, subcontracts, subleases and other agreements at all tiers, AC 150/5100-15A.)

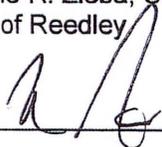
The lessee by accepting this lease agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the lessee.

The lessee by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the lessee.

The lessee will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

For the Lessor

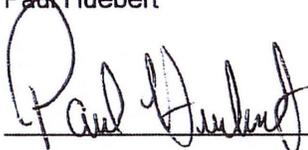
Nicole R. Zieba, City Manager
City of Reedley



Date 2/11/20

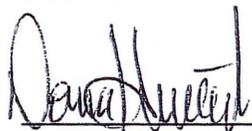
For the Lessee

Paul Huebert



Date 2/11/20

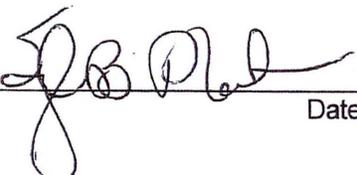
Donna Huebert



Date 2-11-20

Attested:

Sylvia Plata, City Clerk



Date 2/11/20

Attachments: Exhibit A - Site Plan Review No. 247-1-96 for the BMX Track Facilities
Exhibit B - Airport Layout Map Showing BMX Facility

EXHIBIT "A"

CONDITIONS TO THE APPROVAL OF SITE PLAN REVIEW NO.
247-1-96 FOR A PROPOSED BMX TRACK ON AIRPORT PROPERTY
LOCATED AT 4557 S. FRANKWOOD AVENUE.

1. A detailed landscaping plan shall be approved by the City of Reedley showing the location, type, size, and botanical name of plants/trees and methods of irrigation. The landscaping plan shall be prepared by a licensed landscape architect or other qualified person approved by the City of Reedley. The ground shall be made weed free and kept weed free. All landscaping improvements shall comply with the approved plan and shall be installed in accordance with a schedule approved by the Community Services Director.
2. All lighting shall be hooded and located so as to deflect light away from adjoining properties.
3. Any change in the approved project site design and layout must be reviewed and approved by the Community Development Department prior to the issuance of a building permit.
4. Prior to the issuance of any building permit, the developer shall provide to the City written certification of payment of Kings Canyon Unified School facilities fees adopted according to law at the time a complete application for the building permit is submitted to and accepted by the City.
5. Site Plan Review approval shall become void one year following the date of approval unless, prior to the expiration of one year, construction is commenced and diligently pursued toward completion of the site or structure which was the subject of the site plan. Approval may be extended for an additional period or periods of one year upon written application to the Community Development Director before expiration of the first approval.
6. All open and unlandscaped portions of the lot shall be maintained in good condition, free from weeds, dust, trash, and debris.
7. Approval does not authorize any deviation from the fire and building code.
8. Detailed plans, drawn to scale, showing the buildings and any electrical, plumbing and mechanical facilities, as well as the proposed grading, shall be submitted to the Building Department prior to obtaining a building permit.
9. Handicapped parking spaces shall be a minimum of 14 feet in width and clearly identified on the site. The number of handicapped spaces shall be determined in accordance with Title 24, California Code of Regulations (CCR) [available in the City Building Department].
10. An accessible route of travel shall be provided throughout the project for the physically disabled, as required by CCR Title 24.
11. Fire extinguishers shall be installed in accordance with the Uniform Fire Code. Consult with the Reedley Fire Chief for number and locations.



12. Existing natural drainage flow shall be maintained within the proposed site. Design of any drainage structures shall be approved by the City Engineer. Any changes in drainage shall require a grading and drainage plan designed by a registered Civil Engineer. If a grading and drainage plan is required, Fresno County shall also review and approve the plan to ensure that properties under the County's jurisdiction and adjacent to the development site are not adversely impacted in the event of increased storm water run-off.
13. Arrangements shall be made with the Community Services Director for removal of trash from the site. Site shall be kept free of litter at all times.
14. The developer shall install and maintain minimum 6-foot high chain-link fencing around the entire BMX track site and parking lot.
15. The proposed BMX site parking lot shall not be utilized as an overnight recreational vehicle/camper facility or storage area nor shall the track operators advertise the same.
16. The developer shall incorporate dust and erosion control measures into the construction phase of the project. The City Engineer shall review and approve said measures prior to the initiation of grading for the BMX track and parking lot.
17. An operational statement shall be provided to the Community Development Director describing the hours of operation, number of events, days the events will be held, number of entries allowed, estimate of the number of people in attendance, etc. The operational statement shall be reviewed and approved by the Community Development Director.
18. The developer shall contact and comply with all review and approval procedures required by the Fresno County Community Health Department, Environmental Health System, prior to the issuance of building permits. Provision of food services and number of portable toilets to be provided on-site shall comply with requirements of the County Health Department and City Building Department.
19. If cultural/archaeological materials or human remains are unearthed during grading or construction activities, work must immediately be halted in the vicinity of the find, and the Community Services Director shall be immediately notified. The Community Services Director shall then initiate proceedings as specified in the "Negative Archaeological Survey Report" dated April 7, 1996, and prepared by Dr. James S. Kus, Consulting Archaeologist.
20. The parking lot and driveway shall be paved, covered with gravel, or other dust-inhibiting surface approved by the City Engineer and Community Services Director to control dust generation. Surfacing shall be adequately maintained at all times.
21. The project shall be subject to the requirements of Regulation VIII of the San Joaquin Valley Unified Air Pollution Control District (See attachment).
22. The BMX track and, if not paved, the parking lot shall be sufficiently watered to minimize dust generation. Watering of these areas shall comply with Regulation VIII of the San Joaquin Valley Unified Air Pollution Control District and be sufficient to prevent fugitive dust from adversely impacting nearby properties. The BMX track operator shall establish a watering schedule for review and approval by the Community Services Director. If dust generation occurs, the Community



Services Director may establish additional conditions, including increased watering, to control dust problems.

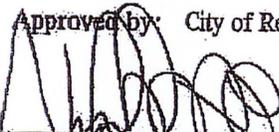
23. The project shall be subject to the Rural Residential Noise Standard established in the Noise Element of the Reedley General Plan (see attached excerpt). Standards established in the Noise Element shall not be exceeded.
24. If a public address system is installed, speakers shall be directed towards the center of the property to minimize potential impacts to nearby sensitive receivers and properties.
25. BMX practices and events shall not be held during times that Great Western School is in regular class session. If the BMX track operator desires to use school facilities, including parking facilities, for BMX events, the operator must obtain a facility users permit from Kings Canyon Unified School District.
26. Due to DBCP contamination, water obtained from the City well on the airport property shall not be used for drinking or cooking. Potable water shall be brought to the site for drinking and cooking purposes. Signs shall be placed on or next to all faucets connected to the Airport water system stating that water from these faucets is non-potable.

As an alternative, the BMX operator can consider placing a filtration system on the existing water system to remove DBCP. Any filtration system used on the site shall produce water which meets State drinking water standards and shall be approved by the Community Services Director prior to use.

27. The BMX track operator shall obtain and maintain all necessary permits from public agencies having jurisdiction over BMX track activities.
28. Initiation of use of the BMX track requires the satisfactory completion of all above conditions unless otherwise noted.

Approved by: City of Reedley

Accepted by: Paul Huebert

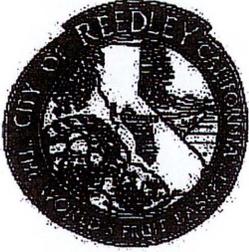

A. Michael Olmos,
Community Development Director

Paul Huebert

Attachment: Rural Residential Noise Standard
Regulation VIII of SJVUAPCD

April 26, 1996





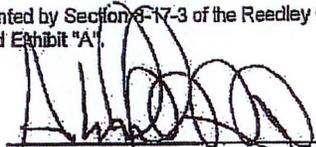
CITY OF REEDLEY
 COMMUNITY DEVELOPMENT DEPARTMENT
 1733 9TH STREET
 REEDLEY, CA 93654
 (209) 637-4200, EXT. 222

SITE PLAN REVIEW ACCEPTANCE OF CONDITIONS

An application for approval of plans as required by Section 8-17-2 of the Reedley City Code was filed on January 12, 1996, and submitted by Paul Huebert. This application has been designated as Site Plan Review No. 247-1-96 (proposed BMX track on airport property located at 4557 S. Frankwood Avenue).

Please be advised that said application is hereby approved per authority granted by Section 8-17-3 of the Reedley City Code. Approval is granted subject to the attached conditions, Numbers 1 through 28, labeled Exhibit "A".

Approved this 26th day of April, 1996.



 A. Michael Olmos,
 Community Development Director

ACCEPTANCE OF CONDITIONS

Date: _____, 19____

I, _____, applicant of the above listed Site Plan Review application, hereby accept Conditions numbered 1 through 28, and do hereby agree to abide by said conditions.

I also acknowledge that I am fully aware that Condition No. 28 states all conditions shall be fully complied with prior to issuance of any Certificate of Occupancy unless other arrangements have been made in writing with the Community Development Director.

Signature: _____
 Title: _____
 Company: _____

TO THE ATTENTION OF THE APPLICANT:

Portions of Sections of the Reedley City Code relating to Certificates of Occupancy are as follows:

CERTIFICATES OF OCCUPANCY.

FOR USES OF BUILDINGS. No building hereafter erected, moved, enlarged, or altered shall be occupied, used, or changed in use until after a Certificate of Occupancy shall have been issued by the Building Official. Such certificate shall be applied for coincident with the application for a building permit and shall be issued only after such building, enlargement, or alteration has been completed in conformity with the provisions of this chapter and with an approved site plan and applicable required conditions.

BUILDING PERMITS.

Before an occupancy permit shall be issued, all required on-site (outside the City right-of-way) and off-site (within the City right-of-way) improvements shall have been completed.



EXCERPTS FROM CITY OF REEDLEY NOISE ELEMENT

703-02 Develop a policy framework necessary to achieve and maintain a healthful noise environment.

704 POLICIES

704-01 The standards contained herein shall be considered general guidelines for developing and maintaining a noise ordinance that will achieve the intent of this element.

704-02 In order to maintain an acceptable noise environment, the following maximum acceptable noise levels should be established for various land use designations:

| Land Use | Daytime L ₅₀ * | Nighttime L ₅₀ | Daily L _{dn} | |
|---|------------------------------|------------------------------|-----------------------|----------|
| | | | Exterior | Interior |
| Rural Residential | 50 dBA | 45 dBA | 55 dBA | 45 dBA |
| Urban Residential and Noise Sensitive Receivers** | 55 | 50 | 60 | 45 |
| Urban Commercial | 65 | 60 | -- | -- |
| Urban Industrial | 70 | 70 | -- | -- |

Notes: * L₅₀ - Exterior sound level exceeded 50% of the total time.

** Schools, parks, hospitals and rest homes.

704-03 Areas subject to an L_{dn} greater than 60 dBA are identified as noise impact zones.

704-04 Within noise impact zones, the City will evaluate the noise impact on development proposals. Mitigating measures, including but not limited to the following, may be required:

704-04.1 Setbacks, berms, and barriers.

704-04.2 Acoustical design of structures.



Rule 8020 Landfills

| | | |
|-------|--|---|
| 2.0 | Applicability: All operational landfill sites, landfill closure activities, and activities conducted at closed landfill sites which disturb surface soils covering an area of more than one acre. | |
| 4.0 | Exemptions: Landfills where active disposal and excavation areas disturb less than one acre of soil. | |
| 5.1 | Construction of a landfill site. | Requirements of District Rule 8020 and the California Code of Regulations (CCR) Sections 17659 and 17706 apply. |
| 5.2 | Adjacent public paved roads, shoulders & accesses. | Rule 8020, 5.4 applies. |
| 5.2.1 | Interior roads of the landfill site. | Landfill roads connected to off-site adjacent paved public roads must be paved for a sufficient distance to allow mud and dirt accumulation to drop off. Sufficient cleaning of interior roads to limit carry out onto the off-site public roads. The use of blower devices for removal of accumulations is prohibited. Use of dry rotary brushes is prohibited, except when preceded or accompanied by sufficient wetting. |
| 5.4 | Storage of construction vehicles, equipment, and materials. | Rule 8070 applies. |
| 5.1 | Operators of landfill disposal sites and operations required to submit reports to the California Integrated Waste Management Board (CIWMB) in compliance with CCR 17616. | Provide a copy of each report to the SJVUAFCD within 30 days from the date transmitted to the CIWMB. |

Rule 8021 Paved Roads

| | | |
|-------|---|--|
| 2.0 | Applicability: Any paved, or unpaved public or private road, street, highway, freeway, alley, way, access drive, access easement, or driveway constructed or modified after the effective date of this Rule. | |
| 4.0 | Exemptions: Easements and roads providing access for not more than ten residences; paved roads less than three miles in length, and unpaved roads less than 1/2 mile in length; agricultural access roads; roads which have been approved, or for which construction bids have been awarded, prior to the effective date of this Rule; gated roads owned by a public agency, special district, or public utility; road maintenance and resurfacing activities. | |
| 5.1.1 | New construction, modifications, or approvals of paved roads with projected average daily vehicle trips of 500 vehicles or more. | Comply with American Association of State Highway and Transportation Officials (AASHTO) guidelines for the width of shoulders and median shoulders. Additional requirements, exemptions or alternative compliance measures may apply. |
| 5.2 | Construction and use of new unpaved roads. | At least 50% of the length of the new road surface is controlled by application of chemical dust suppressant/stabilizer, or the entire surface is controlled by application of water at least one time per week as necessary, or at least 25% of the length of the new road is paved and maintained. |
| 5.1 | Government Agencies having jurisdiction over publicly maintained paved roads open to public access. | Require preparation and submittal of a written report to the SJVUAFCD documenting compliance with the provisions of this Rule. Initial report prepared for the year 1994 and biennially thereafter. Additional requirements apply. |

Rule 8022 Paved, Gravel, and Unpaved Surfaces, Fueling and Service Areas

| | | |
|-----|--|---|
| 2.0 | Applicability: All unpaved vehicle and/or equipment parking areas, fueling and service areas; and shipping, receiving, and transfer areas which are of one acre or larger in size. | |
| 3.0 | Exemptions: Activities described above which are conducted on sites less than one acre in size; agricultural activities; timber harvesting activities; and exposed surfaces of lake and river beds. | |
| 4.1 | On days the area is used. | Application of either water at least once daily, a chemical dust suppressant/stabilizer in accordance with manufacturer's recommendations for road applications, or gravel to the entire surface. |
| 4.2 | Public paved roads, shoulders, and access ways adjacent to the site. | Rule 8020, 5.4 applies. |

WVPS, 1 February 1995

For additional information please contact the compliance division of your nearest District regional office:

Northern Region
39 Klamath Avenue, Suite 130 Medford, CA 95565
(209) 545-7000

Central Region
1889 Industrial Street, Suite 200 Fresno, CA 93721
(209) 487-1100

Southern Region
2700 N Street, Suite 275 Redwood City, CA 94061
(605) 861-3682



**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
Regulation VIII Fugitive Dust/PM₁₀ Synopsis**

| Rule 8010 - Administrative Requirements | | |
|---|---|---|
| Section | Applicability | Requirements/Implementation |
| 2.0 | <i>Applicability:</i> This regulation applies to specified outdoor man-made sources of fugitive dust for the purpose of attaining health-based standards for fine particulate matter (PM ₁₀). Effective Date of Regulation VIII Rules: December 10, 1993. [For the purpose of this regulation <i>visible dust emissions</i> is defined as: visible dust of such opacity as to obscure an observer's view to a degree equal to or greater than an opacity of 40% (40%), for a period or periods aggregating more than three minutes in any one hour, except as set forth in Rule 8030, 5.1.] | |
| 4.0 | <i>Exemptions:</i> (All Regulation VIII Rules) Actions required by law to protect the environment; current District permitted activities with PM ₁₀ control measures greater than or equal to this regulation; public health & safety emergency operations lasting less than 30 days; vegetative reduction required by a Federal, State or local agency for fire prevention; and activities conducted above the elevation of 3000 feet, or during freezing conditions. | |
| 5.1 | Chemical Stabilizing Agents. | Must meet ARB/EPA acceptability and air/water quality standards. |
| 5.4 | Dust Palliative and Asphalt Paving. | Shall comply with other applicable District Rules (i.e. Rule 454-1) |
| Rule 8020 - Construction, Demolition, Excavation, Extraction | | |
| 2.0 | <i>Applicability:</i> Any construction, demolition, excavation, extraction, water mining related disturbances of soil, and the initial construction of landfills prior to commencement of landfill operations. | |
| 4.0 | <i>Exemptions:</i> Land preparation for agriculture; activities approved prior to the effective date of this Rule; blasting activities; maintenance or remodeling activities of less than 10,000 square feet or 50% of building area; renovation of ground water recharge basins; and solar drying & harvesting of sedimentary calcium carbonate precipitates. Compliance with Section 5.1 of this rule is not required where soil moisture or natural crusting is sufficient to limit visible dust emissions. | |
| 5.1 | All disturbed areas of a construction site, including storage piles, not used for seven or more days. | Effective stabilization of visible dust emissions (40%) utilizing water, chemical stabilizer/suppressant, or vegetative ground cover. |
| 5.2 | On-site unpaved roads and off-site unpaved access roads. | Effective stabilization of visible dust emissions (40%) utilizing water, or a chemical stabilizer/suppressant. |
| 5.3 | Land clearing, grubbing, scraping, excavation, land leveling, grading, cut & fill, and demolition activities. Operation of wrecking balls or wrecking equipment. | Effective control of fugitive dust emissions utilizing the application of water, or by presoaking. All exterior surfaces of a building up to six stories in height shall be wetted during demolition. |
| 5.4 | Public paved roads, shoulders, and access ways adjacent to the site. | Limit or promptly remove any accumulation of mud or dirt. Recommended use of paved aprons, gravel strips, or wheel washers. The use of blower devices for the removal of accumulations is prohibited. The use of dry rotary brushes is prohibited, except where preceded or accompanied by wetting to limit dust emissions. |
| Rule 8030 - Storage, Handling, and Transport of Bulk Materials | | |
| 2.0 | <i>Applicability:</i> Outdoor handling/storage of bulk material emitting visible dust. Additional requirements may apply if compliance with this Rule requires the installation or modification of equipment under existing District permit. | |
| 4.0 | <i>Exemptions:</i> Conditions where moisture content of the material is sufficient to limit visible dust emissions; agricultural harvesting, open air drying, handling or storage of baled, cubed, pelletized, long-stemmed or pre-cleaned material; timber harvesting; dust free materials; materials less than 250 cubic yards; and materials subject to damage by wetting. | |
| 5.1 | Transport of bulk materials in an outside area for a distance of twelve feet or greater with the use of a chute or conveyor device. | Chute/conveyer must be fully enclosed, or spray equipment wets materials to limit visible dust emissions (20% opacity) as defined in District Rule 4101-Visible Emissions, or materials conveyed are washed, separated, or screened to remove PM ₁₀ . |
| 5.2 | Materials transported by vehicle, except on site. | Requirements of Rule 8020, 5.4 apply. Wet material to limit visible dust emissions (40%), or provide at least six inches of freeboard space from the top of the transport container, or cover the container. |
| 5.3 | Outdoor storage of materials greater than 250 cubic yards. | Effective stabilization of visible dust emissions (40%) utilizing water, or a chemical stabilizer/suppressant, within seven days after the addition or removal of materials. |



First Amendment to City of Reedley Lease of Airport Premises for Bicycle Motocross Track Agreement

This First Amendment to Lease of Airport Premises for Bicycle Motocross Track ("First Amendment") is entered into by and between the City of Reedley ("Lessor") and Paul and Donna Huebert ("Lessee"), and is effective as of August 10, 2021 ("Effective Date").

WHEREAS, Lessor and Lessee entered into that certain Lease of Airport Premises for Bicycle Motocross dated January 28, 2020 ("Agreement") which is incorporated herein by reference; and

WHEREAS, in accordance with Section 2 of the Lease Agreement, in April 2021, the Lessor and lessee agreed to extend the term of the Agreement for an additional year; and

WHEREAS, Lessor and Lessee desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in view of the above recitals, and in consideration for the mutual promises set forth herein, Lessor and Lessee agree that the Agreement shall be amended as follows:

1. Section 1 of the Agreement, entitled "Description of Leased Premises," is hereby amended to read in its entirety as follows:

1. **Description of Leased Premises.**

Lessor hereby leases to Lessee those premises at the Airport, more particularly situated and described in "Exhibit A" Resolution No. 2021-11 attached hereto and incorporated by this reference. The real property leased and all appurtenant improvements, whether initially included or later constructed, installed or supplied in accordance with this lease.

2. Section 3 of the Agreement, entitled "Rental and Other Consideration," is hereby amended to read in its entirety as follows:

3. **Rental and Other Consideration.**

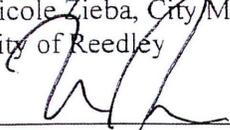
Rent shall be paid in equal amounts in June and November of each year at the rate of \$3,476.50 annually. At the end of each year the Lessor will evaluate the rent amount and may implement a maximum of a 2% increase to keep with "Fair Market Value".

3. All Other Terms Remain in Effect. Except as otherwise expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect and shall be interpreted so as to give full force and effect to this First Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the Effective Date set forth above.

For the LESSOR:

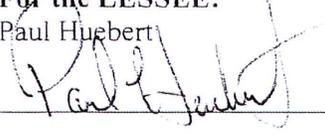
Nicole Zieba, City Manager
City of Reedley



3/27/21
Date

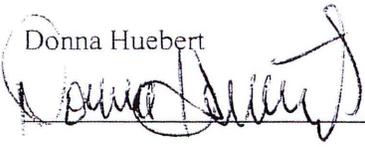
For the LESSEE:

Paul Huebert



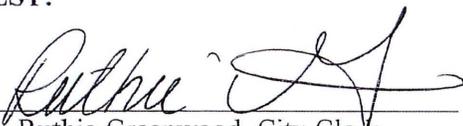
Date

Donna Huebert



Date

ATTEST:

By: 

Ruthie Greenwood, City Clerk

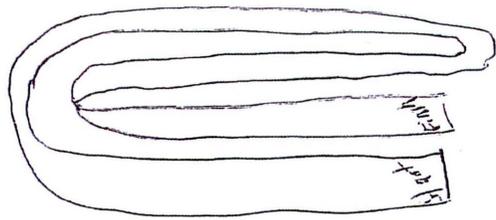
Airtime BMX Expansion plan

We would like to expand 100 ft out going north into the airport field and the total fence line of our property going west towards the private property. Last year we expanded out 50 ft (same direction as above) for additional parking and eventually a strider track. Well, we have grown and would now like to add more land so we can switch the land we got last year to now more spectating area by adding more grass and trees going towards the parking lot, then the new land will be pushed back to be the new parking lot. I have drawn a site map with all this information. Thank you! Paul Huebert

Private Property
fence

Would like to add for parking so we can add grass & trees to the section we added prior for more spectating area

• • • • •
trees grass



PG&E



restrooms
poles to section parking

Parking lot

Addition

New fence line
push out 100ft

100ft

fence

American



Frankwood



City of Reedley

Community Development Department
1733 Ninth Street
Reedley, CA 93654
(559) 637-4200
<https://reedley.ca.gov>

May 5, 2023

City of Reedley
Community Services Department
c/o Sarah Reed, Director
100 N. East Avenue
Reedley, CA 93654

Re: Conditional Use Permit Application No. 2021-04

Director Reid,

I am pleased to inform you the Community Development Department has approved the minor enlargement proposed by Airtime BMX (Airtime) to accommodate more parking and spectating area. This minor expansion does not contravene the spirit and intent of Resolution No. 2021-11, which approved Conditional Use Permit Application No. 2021-04, by the Planning Commission at their regular meeting held on July 15, 2021.

Airtime is not intending to expand their track or other existing operations in which previous applications were subsequently approved by the Planning Commission. This proposal is a minor land expansion to accommodate more space for parking and spectating, not to exceed 35,000 square feet. The Community Development Department will treat this improvement as a file-stuffer to Conditional Use Permit Application No. 2021-04. No additional entitlement applications are required from Airtime at this time.

Sincerely,

Rodney L. Horton
Director



Reedley
Municipal
Airport

34

Proposed Total
244,360 SQ FT

Existing SQ FT
196,360
Airtime BMX

Great Western



REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: June 13, 2023

TITLE: SECOND READING AND ADOPTION OF ORDINANCE 2023-006 AMENDING CHAPTER 2 OF TITLE 4 AND SECTION 10-16-11 OF CHAPTER 16 OF TITLE 10 OF THE REEDLEY MUNICIPAL CODE CONCERNING COST RECOVERY PROVISION FOR NUISANCE ABATEMENT ACTIONS

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Staff recommends that the City Council approve the second reading and adoption of Ordinance No. 2023-006, pertaining to Chapter 2 of Title 4 and section 10-16-11 of Chapter 16 of Title 10 of the Reedley Municipal Code concerning cost recovery provision for nuisance abatement actions.

BACKGROUND

Code Enforcement pursues every avenue possible to obtain voluntary compliance to abate public nuisances prior to escalating enforcement actions. Typically Code Enforcement can obtain voluntary compliance with a warning or citations when the City is forced to pursue administrative remedies to obtain compliance with the Reedley Municipal Code. On very rare occasions, the nature of the violation is so egregious that the City must take action to abate the nuisances directly when the property owner is unwilling or unable. In these circumstances, the City can recover costs associated with abating nuisances. After reviewing the Reedley Municipal Code it was discovered that it is out of date and needs small amendments to reflect changes to California State law. The attached Ordinance restates and confirms the City's process and rights to recover abatement costs, and contains small revisions to better align the language with current State law.

PRIOR COUNCIL ACTIONS

A Public Hearing on the introduction and first reading of Ordinance 2023-006 was held at a regularly scheduled City Council meeting on May 23, 2023.

FISCAL IMPACT

No immediate fiscal impact to the City by adopting this Ordinance.

ATTACHMENTS

1. Ordinance No. 2023-006

ORDINANCE NO. 2023-006

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING
CHAPTER 2 OF TITLE 4 AND SECTION 10-16-11 OF CHAPTER 16 OF TITLE 10 OF
THE REEDLEY MUNICIPAL CODE CONCERNING COST RECOVERY
PROVISIONS FOR NUISANCE ABATEMENT ACTIONS**

The City Council of the City of Reedley does ordain as follows:

SECTION 1. Section 4-2-2 of Chapter 2 of Title 4 of the Reedley Municipal Code is hereby amended as follows:

4-2-2: DEFINITIONS:

For the purpose of this chapter, the following words and phrases are defined as follows:

ABANDONED: In addition to those definitions provided by state codes, local ordinances, and case law, means and refers to any item which has ceased to be used for its designed and intended purpose. The following factors, among others, will be considered in determining whether or not an item has been abandoned:

- A. Present operability and functional utility;
- B. The date of last effective use;
- C. The condition of disrepair or damage;
- D. The last time an effort was made to repair or rehabilitate the item;
- E. The status of registration or licensing of the item;
- F. The age and degree of obsolescence;
- G. The cost of rehabilitation or repair of the item versus its market value; and
- H. The nature of the area and location of the item.

ABATE: To repair, replace, remove, destroy, or otherwise remedy the condition in question by such means and in such a manner and to such an extent as the enforcement officer in his/her judgment shall determine is necessary in the interest of the general health, safety, and welfare of the community.

ABATEMENT COSTS: The actual and reasonable costs incurred by the City to abate a public nuisance. These costs include all direct and indirect costs to the City that result from the total abatement action, including, but not limited to, investigation costs, costs to enforce the Municipal Code and any applicable Federal, State or County law, clerical and administrative costs to process paperwork, costs incurred to provide notices and prepare for and conduct administrative appeal hearings, and costs to conduct actual abatement of the nuisance. Costs include staff costs, administrative overhead, costs for equipment, such as cameras and vehicles, staff time to hire a contractor, and reasonable attorneys' fees incurred by the City. Costs also include those incurred in seeking cost recovery. Abatement costs may be established in the Master Fee Schedule.

At any administrative hearing, judicial action or special proceeding where the City elects, at the initiation of that individual action or proceeding, to recover attorneys' fees in connection with an abatement action, the prevailing party shall be awarded attorneys' fees not to exceed the amount of reasonable attorneys' fees incurred in the action, hearing or proceeding.

ATTRACTIVE NUISANCE: Any condition, instrument, or machine, which is unsafe, unprotected, and may prove detrimental to children whether in a building, on the premises of a building, or on an unoccupied lot. This includes any abandoned wells, shafts, basements, or excavations; abandoned refrigerators and motor vehicles; any structurally unsound fences or structures; or, any lumber, trash, fences, debris, or vegetation which may prove hazardous or dangerous to inquisitive minors.

DISMANTLED: That from which essential equipment, parts, or contents have been removed or stripped and the outward appearance verifies the removal.

ENFORCEMENT COSTS: All actual and reasonable costs incurred by the City to enforce compliance with the Municipal Code and any applicable Federal, State, County or City public health and safety law that are not included within abatement costs. These costs include, but are not limited to, actual cost of the enforcing department services including, but not limited to, costs of personnel, including costs of worker's compensation benefits, fringe benefits, administrative overhead, costs of equipment, costs of materials, costs related to investigations pursuant to the Municipal Code or Federal, State or County law, costs related to issuing and defending administrative or court citations, costs incurred investigating and abating violations of the Municipal Code or Federal, State or County law violations, and reasonable attorneys' fees. Enforcement costs include multiple response and similar costs as permitted by this chapter. Costs also include those incurred in seeking cost recovery.

ENFORCEMENT OFFICER: Any person authorized by the city manager to enforce any violation of this code.

ENFORCING DEPARTMENT: The departments or divisions of the City that directed and are responsible for the enforcement of the Municipal Code or applicable Federal, State or County law or the abatement of a public nuisance.

INOPERATIVE: Incapable of functioning or producing activity for mechanical or other reasons, and as additionally set forth in subsection 4-2-6I of this chapter.

LIENHOLDER: Any "person", as defined in this chapter, who has a recorded interest in real property, including mortgagee, beneficiary under a deed of trust, or holder of other recorded liens or claims of interest in real property.

NUISANCE: Any public nuisance known at common law, or in equity jurisprudence, as otherwise identified pursuant to this Chapter or any other provision of the Municipal Code.

OCCUPANT: Any person living, sleeping or having actual possession of a dwelling.

OWNER: The registered owner of a vehicle, the person(s) to whom property tax is assessed on real or personal property, as shown on the last equalized assessment roll of the county, renter(s), tenant(s), lessor(s), and other occupants residing permanently or temporarily on property.

PERSON: Individual, partnership, joint venture, corporation, association, social club, fraternal organization, trust, estate, receiver, or any other entity.

PREMISES: Any building, lot, parcel, real estate, or land or portion of land, whether improved or unimproved, occupied or unoccupied, including adjacent streets, sidewalks, parkways, and parking strips.

PROPERTY: Any real property, including, but not limited to, land, lot, or parcel of land, or any portion thereof held by any owner, and shall include any alley, sidewalk, parkway, or unimproved public easement abutting such real property, lot, or parcel of land.

RESPONSIBLE PARTY: A person or entity identified by the Municipal Code or law as responsible for creating, causing, committing, or maintaining the violation of the Municipal Code or law and/or responsible for the abatement of a Municipal Code or law violation, including public nuisance, as defined in this section.

STRUCTURE: Anything constructed, built, or planted upon, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which structure requires location on the ground or is attached to something having a location on the ground, including fences, gates, garages, carports, swimming and wading pools, patios, outdoor areas, paved areas, walks, tennis courts, and similar recreation areas.

WRECKED: That which has the outward manifestation or appearance of damage to parts and contents that are essential to operation.

For the purpose of this chapter additional definitions in sections 1-12-2 and 10-2-3 of this code shall apply.

SECTION 2. Section 4-2-11, subdivisions (B) and (C), of Chapter 2 of Title 4 of the Reedley Municipal Code are hereby amended as follows:

4-2-11: SUMMARY ABATEMENT:

- B. The owner and/or occupier of the premises or other responsible party creating, causing, allowing, permitting, committing, or maintaining the nuisance shall be subject to any abatement costs, enforcement costs, administrative fines and penalties imposed or incurred by the city pursuant to this chapter. In any action or proceeding in which the City elects, at the initiation of that individual action or proceeding, to recover attorneys' fees under this Section, attorneys' fees will be recovered by the prevailing party.
- C. Any abatement actions performed by the city pursuant to this Chapter shall be at the expense of the owner and/or occupier of the premises or other responsible party creating, causing, allowing, permitting, committing, or maintaining the nuisance. The

city shall recover its expenses pursuant to the procedures contained in section 4-2-13 of this code, or any other applicable provision of the law.

SECTION 3. Section 4-2-13 of Chapter 2 of Title 4 of the Reedley Municipal Code is hereby added as follows:

4-2-13: COST RECOVERY:

A. Abatement and Enforcement Costs.

1. Special assessment and lien or personal obligation. The cost of abating a public nuisance and/or enforcing the Municipal Code or applicable Federal, State or County law shall either be a special assessment and lien on the subject property or the personal obligation of the owner of the subject property and/or the person responsible for creating, causing, committing or maintaining the public nuisance or violating the Municipal Code or Federal, State or County law. If there is more than one responsible party, each responsible party shall be jointly and severally liable for the costs. Costs incurred by the City are recoverable even if a public nuisance, Municipal Code, or other law violation is corrected by the property owner or other responsible party.
2. Applicability. This Section shall govern the procedures used to recover all abatement and enforcement costs incurred by the City in the abatement of a public nuisance or Municipal Code violation and/or the enforcement of the Municipal Code or other law pursuant to the procedures and authority found in the Municipal Code.
3. Cumulative remedies. The remedies provided in this Section shall be cumulative to any other provided in the Municipal Code or by law.
4. Payment plan. Nothing in this Section shall prevent the City at any time from accepting payment for unpaid costs or penalties in whole or by way of a payment plan.

B. Invoice of Costs.

1. Accounting. The enforcing department shall keep an itemized account of the abatement and/or enforcement costs incurred by the City. Those costs shall be detailed in a report that includes a description of the abatement and/or enforcement action taken by the City; a statement as to whether the monies to be collected are abatement costs, enforcement costs, or penalties; and where applicable a description of the subject property. Any such report may include costs or penalties on any number of properties, whether or not contiguous to each other.
2. Applicability. The enforcing department shall invoice the responsible party for the costs incurred by the City, except that an invoice is not necessary for administrative

citations and other fixed penalties where notice of the penalty and an opportunity for appeal of the underlying violation has been provided.

3. Invoice. The invoice shall notify the responsible party of the following:
 - i. A description of the abatement or enforcement action taken by the City, where applicable a description of the property subject to the abatement or enforcement, and the total amount of the costs incurred by the City. The requirements of this subsection may be met by providing the responsible party with a copy of the report required by subdivision (B)(1) of this Section.
 - ii. That should the responsible party fail to pay the costs within thirty (30) days from the date of service of the invoice the costs may be collected in any or all of the following ways: by a collection agency as a personal obligation, by the City Attorney's Office through judicial action, or as a special assessment and lien attached to the subject property.
 - iii. That the responsible party has the right to administrative review of the accounting of the costs incurred by the City by filing a written request for such review with the City Clerk within fifteen (15) days of the date of the invoice, and that a failure to request administrative review will be deemed a waiver of a right to review of the amount of the costs.
 - iv. That before a special assessment is placed on the subject property, the costs will be confirmed by the City Council and a notice will be issued at least fifteen (15) days before the Council meeting.
 - v. That the invoice may be recorded as a Notice of Costs or Penalties in the Fresno County Recorder's Office.
4. Recording. The enforcing department may record the invoice as a Notice of Costs or Penalties in the County Recorder's Office. Once payment is received for the outstanding costs and/or penalties, or any reduction of costs following administrative review, and no further action will be taken under this Section, the enforcing department shall record a Notice of Satisfaction.

C. Administrative Review of Costs.

1. Right to administrative review. A responsible party shall have the right to administrative review of the accounting of the costs incurred by the City by filing a written request for such review with the City Clerk within fifteen (15) days of the date of the invoice. A failure to timely request administrative review will be deemed a waiver of a right to review of the amount of the costs.

2. Procedures for administrative review. If a request for administrative review is timely filed, the City Clerk shall deliver a copy of the accounting report, invoice, and request for administrative review to the City Manager or his/her designee, which may include the appointment of a hearing officer, who shall set a date and time to review the accounting report and invoice with the requesting party. The administrative review shall be conducted pursuant to the procedures provided in Chapter 12 of Title 1. The scope of review shall be limited to the amount of the costs unless there has been no opportunity for a hearing on the underlying violation.
 3. Hearing Officer's decision. The hearing officer may affirm or reduce the costs if they determine that the costs are not supported by the evidence or upon a showing that the costs were unnecessary or unreasonable. The hearing officer will not pass upon the validity of the underlying enforcement action or the amount of any penalties unless there has been no opportunity for a hearing of the underlying action. The hearing officer's decision shall be memorialized in writing, in accordance with Section 1-12-7, subdivision (H), of this Code. Following the hearing officer's decision, the City Manager may, with the approval of the Finance Director or his/her designee, approve a payment plan for the costs.
 4. Time for payment. The requesting party shall have thirty (30) days from the date of the hearing officer's decision to pay the costs, unless a payment plan is approved by the City Manager, in which case the costs shall be paid in accordance with the payment plan.
 5. Prior hearing. There is no right to administrative review if the costs have already been approved by a court of competent jurisdiction. There is no right to administrative review to confirm costs under this section if they have been previously upheld in an abatement or other administrative hearing held under Chapter 12 of Title 1.
- D. Recovery of Abatement and Enforcement Costs. Abatement and enforcement costs unpaid after the required time set forth in this Section may be collected in the matter set forth in this Section. To collect costs under these procedures, the City must send an invoice in accordance with subdivision (B) of this Section. Interest shall accrue at a rate of ten percent (10%) per year on unpaid costs until paid.
- E. Personal Obligation. Any costs or penalties subject to collection under this Section may be recovered as a personal obligation against the responsible party and may be referred to a collection agency or the City Attorney's Office for collection. Upon referral of these costs and obligations, the collection agency and the City Attorney's Office may seek collection through any legal means provided to them, including judicial action. Nothing in this section shall be affected by or affect the City's use of any other procedure provided in this Section or by law to collect unpaid costs and penalties. In a judicial action to recover abatement costs, the City Attorney's Office may elect to recover attorneys' fees. In any action in which the City Attorney's Office elects to

recover attorneys' fees under this section, attorneys' fees will be recovered by the prevailing party.

F. Special Assessment and Lien.

1. Collection. Unpaid penalties, abatement costs, and enforcement costs that relate to a property related violation may be confirmed by the City Council as a special assessment and collected with property taxes or as a judgment lien.
2. Notice. Notice of a public meeting to confirm the penalties and/or costs shall be provided to all responsible parties by the enforcing department or City Clerk at least fifteen (15) days before the meeting. The notice shall:
 - i. Contain a description of the subject property sufficient to enable the person(s) served to identify it;
 - ii. Shall state that the City intends to collect unpaid costs or penalties by placing a lien or a special assessment on the subject property;
 - iii. Shall specify the day, hour and place where the Council will hear and pass upon the penalties and/or costs;
 - iv. Shall specify that the property may, in some cases, may be sold after three (3) years by the Tax Collector pursuant to Revenue and Tax Code Section 3691 for unpaid delinquent assessments or be subject to judicial foreclosure before the three (3) years; and
 - v. Shall specify that any responsible party may appear at the Council meeting and present objections to the lien or assessment.
3. Confirmation by City Council. During the Council meeting the Council may adopt a resolution confirming the amount of the penalties and costs, or any lesser amount, based upon staff reports and any public comments received during the meeting. The City Council shall take into consideration whether any responsible party sought administrative review of the costs and shall only reduce the costs if (i) the responsible party sought administrative review, and (ii) the decision of the hearing officer is not supported by substantial evidence in the record. The basis for the code enforcement action will not be the subject of the Council's consideration.

Where the costs have already been approved by a court of competent jurisdiction or the penalties have been previously upheld in an abatement or other administrative hearing held under Chapter 12 of Title 1, the Council shall simply confirm the costs or penalties.

The Council may confirm the costs for more than one property in a single resolution. If the Council confirms the costs, the procedures set forth in this section may be utilized.

4. Time to Contest Confirmed Special Assessment or Lien. The validity of any special assessment or lien levied under the provisions of this section shall not be contested in any action or proceeding unless such action or proceeding is commenced within thirty (30) days after the special assessment is confirmed by the City Council.
5. Recording. Immediately upon the Council's confirmation of costs or penalties, the City Clerk shall record a Notice of Special Assessment and Lien in the Fresno County Recorder's Office, which shall constitute a lien on that property for the amount of the assessment, except that if any real property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of taxes that included the special assessment imposed under this section would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to real property and the costs of abatement and enforcement relating to the property shall be transferred to the unsecured roll for collection.
6. Form of Notice of Special Assessment and Lien. The Notice of Special Assessment and Lien for recordation shall be in the form substantially as follows:

NOTICE OF SPECIAL ASSESSMENT AND LIEN

(Claim of the City of Reedley)

Under the authority vested by the provisions of Chapter 2, of Title 4, of the Reedley Municipal Code, the City of Reedley did on or about the ___ day of _____, 20___, assess [describe penalties, abatement costs, enforcement costs] on the real property hereinafter described; and the same has not been paid nor any part thereof and the City of Reedley does hereby claim a lien for such [penalties, abatement costs, and enforcement costs] to wit: the sum of _____ dollars, plus legal rate of interest to be accrued from the date of recording this lien, and any and all administrative costs to file and record the lien. The same shall be a lien upon the real property until it has been paid in full and discharged of record. Please note that the property may be sold after three (3) years by the Fresno County Tax Collector for unpaid delinquent assessments.

The real property hereinafter mentioned, upon which a lien is claimed, is that certain parcel of land in the City of Reedley, County of Fresno, State of California, more particularly described as follows:

[description of the real property]

DATED: this ___ day of _____, 20__

(Name)

_____ City of Reedley

(Job Title)

7. Collection with taxes. After confirmation and recordation, a copy may be turned over to the Fresno County Tax Collector. At that point, it will be the duty of the Tax Collector to add the amounts of the respective assessments to the next regular tax bills levied against the lots and parcels of land for municipal purposes. Those amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and procedures and sale in the cases of delinquency as provided for with ordinary municipal taxes.
8. Foreclosure. After confirmation and recording, the lien may also be foreclosed by judicial or other sale in the manner and means provided by law. The City may recover from the record property owner(s) any costs incurred regarding a foreclosure action.
9. Priority. A special assessment and lien imposed under this section shall have the priority of a tax lien, unless prohibited by State law, in which case the special assessment and lien shall have the priority of a judgment lien.
10. Release of lien. Once payment in full is received for the special assessment and lien, including applicable penalties, administrative fees and interest charges; or the amount is deemed satisfied pursuant to a subsequent administrative or judicial order; or the City has entered into some other arrangement with the property owner for satisfaction of the assessment; the enforcing department shall either record a Notice of Satisfaction or provide the property owner or financial institution with the Notice of Satisfaction so they can record the Notice with the Fresno County Recorder's Office.
11. Refund. The Council may order a refund of all or part of a tax paid pursuant to this section if it finds that all or part of the tax has been erroneously levied. A tax or part thereof shall not be refunded unless a claim is filed with the City Clerk in accordance with the City's claim filing requirements, and in no event later than November 1st after the tax became due and payable. The claim shall be verified by the person who paid the tax, or his/her guardian, executor or administrator.

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SECTION 4. Section 10-16-11, subdivisions (B) and (C), of Chapter 16 of Title 10 of the Reedley Municipal Code are hereby amended as follows:

10-16-11: SUMMARY ABATEMENT:

- B. The owner and/or occupier of the premises or other responsible party creating, causing, allowing, permitting, committing, or maintaining the nuisance shall be subject to any abatement costs, enforcement costs, administrative fines and penalties imposed or incurred by the city pursuant to this chapter. In any action or proceeding in which the City elects, at the initiation of that individual action or proceeding, to recover attorneys' fees under this Section, attorneys' fees will be recovered by the prevailing party.
- C. Any abatement actions performed by the city pursuant to this Chapter shall be at the expense of the owner and/or occupier of the premises or other responsible party creating, causing, allowing, permitting, committing, or maintaining the nuisance. The city shall recover its expenses pursuant to the procedures contained in section 4-2-13 of this code, or any other applicable provision of the law.

SECTION 5. This Ordinance shall take effect thirty (30) days after its adoption. This Ordinance is intended as a restatement and clarification of existing law regarding the City's and property owners' rights and obligations relating to cost recovery and attorney's fees, and is expressly made retroactive and shall apply to any currently pending code enforcement matters within the City.

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

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ATTEST:

The foregoing ordinance was introduced at a regular meeting of the City Council held on May 23, 2023, and was adopted at a regular meeting of said Council held on June 13, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: June 13, 2023

TITLE: ADOPT RESOLUTION NO. 2023-037 AMENDING THE 2022-2023 ADOPTED BUDGET APPROPRIATING \$51,000 FROM THE SEWER ENTERPRISE FUND BALANCE FOR THE EMERGENCY PLACEMENT OF A CONCRETE BLOCK WALL AROUND THE REED AVENUE SEWER LIFT STATION TO PROTECT AGAINST POTENTIAL FLOODING FROM THE KINGS RIVER.

SUBMITTED: Russ Robertson, Public Works Director 

APPROVED: Nicole Zieba, City Manager 

RECOMMENDATION

Staff recommends ratification of the aforementioned expenditure and the adoption of Resolution 2023-037 amending the 2022-2023 Adopted Budget appropriating sufficient funds to pay for the emergency placement of a concrete block wall around the Reed Avenue sewer lift station to protect against potential flooding from the Kings River.

EXECUTIVE SUMMARY

On March 14, 2023, per the recommendation of the Director of Emergency Services, the City Council adopted Resolution 2023-017 declaring the existence or threatened existence of a local emergency due to atmospheric conditions and numerous storms that resulted in excessive rainfall, winds, and flooding conditions in the City of Reedley. Since January of 2023, the City has experienced a record amount of rainfall and adjacent mountain ranges to the East of the City experienced a record amount of snowfall. The snowmelt from those mountains ultimately runs down the Kings River. The Kings River runs through the City of Reedley and water levels are currently at flood stage. Two City parks, including the City's boat dock, are currently flooded and unusable. As temperatures begin to rise the resulting snow melt presents an increasing threat to other properties adjacent to the Kings River including the Reed Avenue sewer lift station. This lift station is a critical sewer lift station for the City and is located on the east bank of the Kings River. The Director of Emergency Services ordered the removal of chain link fence and the placement of a concrete block wall to protect the facility from the threat of rising water levels.

The entire scope of the work included removal of a chain link fence, construction of a concrete block wall surrounding the sewer lift station, construction of solid steel gates, and the installation of trespassing resistant steel bars along the top edge of the block wall and steel gates. The construction

of the block wall has been completed and solid steel gates are currently under construction.

FISCAL IMPACT

The total cost of this emergency project is \$50,848.65. The cost for construction of the concrete block wall was \$29,248.65 and the cost for the solid steel gates and trespassing resistant steel bars is \$21,600. The City is applying for reimbursement of the project cost from CAL-OES, which will reimburse the City for up to 75% of the total project cost. Staff is proposing the use of available Sewer Enterprise Fund balance dollars to pay for the project and any reimbursed funds received will go back into the Sewer Enterprise Fund.

ATTACHMENTS:

1. Budget Amendment Resolution No. 2023-037
2. Resolution No. 2023-017

**BUDGET AMENDMENT
RESOLUTION 2023-037**

The City Council of the City of Reedley does hereby amend the 2022-2023 Budget as follows:

Section I - Additions:

| FUND-DEPT.OBJECT | AMOUNT |
|---|----------|
| 052-4510.6048 Lift Station Repairs | \$51,000 |

Purpose: Amends the FY 2022-2023 Adopted Budget and appropriates \$51,000 from the Sewer Enterprise fund balance for the emergency placement of a concrete block wall around the perimeter of the Reed Avenue sewer lift station.

Section II – Source of Funding:

| FUND | AMOUNT |
|---|----------|
| 052-2710 Sewer Enterprise Fund Balance | \$51,000 |

Impact: Reduction of the Sewer Enterprise Fund Balance of \$51,000 however 75% of funds expected to be reimbursed by the CAL-OES. No impact to operations.

| | |
|---|--|
| Reviewed: | Recommended: |
|  5/30/23 |  |
| Assistant City Manager | City Manager |

The foregoing resolution is hereby adopted this 13th day of June, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

CITY OF REEDLEY

RESOLUTION NO. 2023-017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
PROCLAIMING THE EXISTENCE OR THREATENED EXISTENCE
OF A LOCAL EMERGENCY**

WHEREAS, California Government Code section 8630, Section 8558(c) and Reedley Municipal Code section 2-8-4(B) empowers the City Council to proclaim a local emergency when the City of Reedley is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons within the City; and

WHEREAS, as empowered by Reedley Municipal Code section 2-8-4(B), the City's Director of Emergency Services has requested that the City Council proclaim the existence or threatened existence of a local emergency as a result of widespread storm damage and flooding; and

WHEREAS, the City Council has reviewed and considered the request from the Director of Emergency Services, dated March 8, 2023 and the findings stated therein, which request is incorporated herein by reference as though set forth in full; and

WHEREAS, the Director of Emergency Services of the City of Reedley does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the territorial limits of the City of Reedley due to extreme rain, high winds and consequent flooding, fallen debris, and other damage; and

WHEREAS, due to torrential rain and rapid snow melt caused the Kings River through the City of Reedley to exceed flood stage on March 10, 2023, resulting in emergency conditions and necessitating warnings for public evacuations; and

WHEREAS, since March 10, 2023 floods have rendered certain roadways in the City of Reedley unsafe and impassible during this time, and where downed trees have required immediate actions by the City of Reedley to clear debris; the City continues to experience localized flooding requiring immediate actions to save lives and protect property by alleviating such conditions; the City of Reedley has provided sandbags and sand to residents; and

WHEREAS, conditions of disaster or of extreme peril to the safety of persons within the City have arisen within the City of Reedley caused by widespread storm damage and flooding, and the conditions warrant and necessitate proclaiming the existence or threatened existence of a local emergency.

NOW, THEREFORE, the City Council of the City of Reedley resolves as follows:

1. Proclaims that a local emergency now exists throughout the City.
2. During the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the Emergency Organization of the City shall be those prescribed by state law, ordinances and resolutions of the City.
3. This Resolution will expire on April 15, 2023 unless there is the need for continuing this local emergency, at which time this Resolution shall be reviewed as required by Government Code section 8630, and the City Council may extend the duration of proclamation of this local emergency.

The foregoing resolution was introduced and adopted at a meeting of the City Council of the City of Reedley held on March 14, 2023, by the following vote, to wit:

AYES: Byers, Friesen, Fast, Tuttle, Betancourt.
NOES: None.
ABSENT: None.
ABSTAIN: None.

Date: March 14, 2023

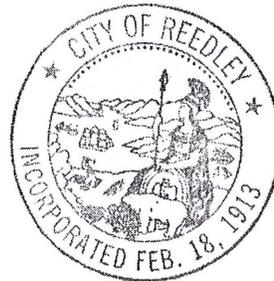
Attest:

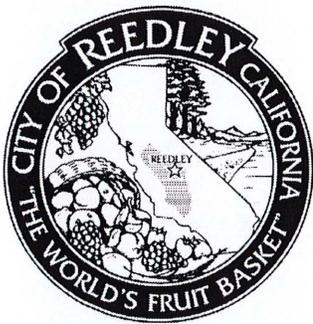


Mayor



City Clerk





REEDLEY CITY COUNCIL

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

ITEM NO: 8

DATE: June 13, 2023

TITLE: ADOPT RESOLUTION NO. 2023-042 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

APPROVED: Nicole R. Zieba
City Manager 

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2023-042 adopting a list of projects for fiscal year 2023-24 funded by SB 1: The Road Repair and Accountability Act of 2017.

EXECUTIVE SUMMARY

Each year the City is required to update and provide a list of proposed projects to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), also known as SB1. This list must include the location of the project, proposed schedule of completion and the estimated useful life of the improvement.

Staff is recommending utilizing the full 2023-24 allocation of Road Maintenance Rehabilitation Account (RMRA) funds for a heavy rehabilitation and shoulder-widening project on Olson Avenue between South Kings River Road and the western edge of the Olson Bridge (Project).

The City is planning to perform heavy rehabilitation activities on this section of roadway, including a combination of dig outs where needed, grinding the entire surface to reduce roughness, installing pavement fabric and asphalt overlay and widening the shoulder on the northern side of the roadway. The project will also install ADA compliant curb ramps at the entrances to Cricket Hollow and Reedley Beach, a paved path from the Kings River Mobile Home Park to Reedley Beach and restripe the entire roadway, resulting in an 10-15 year estimated useful life. The total cost of the project is anticipated to be \$600,000, which will utilize the majority of the anticipated 2023-24 SB 1 allocation, with the remaining anticipated revenue of approximately \$19,000 used as contingency. The project cost will be updated once the design has been finalized and the exact area of dig outs is calculated.

BACKGROUND

On April 28, 2017 the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

Annually, and prior to receiving an allocation of RMRA funds, the City of Reedley must, by resolution, submit an adopted project or list of projects proposed to be funded with the fiscal years estimated RMRA

funds to the California Transportation Commission (CTC). In addition to the resolution, staff enters the information to an online reporting system, CalSMART, which includes project location(s), description, and schedule for the completion of the project(s).

The Engineering Department reviewed the RMRA guidelines, the City's Pavement Management Plan, the capital projects list, and in discussions with the Public Works Department and other City staff determined that a heavy rehabilitation and shoulder-widening project on Olson Avenue between South Kings River Road and the western edge of the Olson Bridge would be the best use of the allocated funds. The project is anticipated to be designed in the fall of 2023 and construction is anticipated in the spring or summer of 2021.

FISCAL IMPACT

The total cost of the project is anticipated to be \$600,000 which will utilize the majority of the 2023-24 and RMRA allocation. The estimate is based on current project costs, however, may change slightly once the topographic survey is performed and design is completed. The project costs are included in the fiscal year 2023-24 annual budget.

ATTACHMENT

1. Resolution No. 2023-042

RESOLUTION NO. 2023-042

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED
BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Reedley (CITY) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the CITY must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the CITY, will receive an estimated \$619,058 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh year in which the CITY is receiving SB 1 funding and will enable the CITY to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the CITY has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the CITY's Pavement Management System was used to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment

WHEREAS, the funding from SB 1 will help the CITY maintain and rehabilitate one (1) street/road within the CITY this year and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the CITY's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive impact on the CITY's traveling public.

NOW, THEREFORE, BE IT RESOLVED that City of Reedley, City Council, using their independent judgement approves Resolution No. 2023-042 based on the following:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

| Project | Description | Location | Estimated Useful Life | Estimated Project Schedule |
|---------------------------|---|---|------------------------------|---|
| Olson Avenue Improvements | Combination of slurry seal, dig outs, grind and overlay, installation of ADA compliant curb ramps, and paved path | Olson Avenue Improvements between South Kings River Road and the western edge of the Olson Bridge | 10-15 years | Preconstruction Start – July 2023 Preconstruction Completion – February 2024 Construction Start – April 2024 Construction Completion – August 2024 |

3. This resolution is effective immediately upon adoption.

The foregoing resolution was adopted by the City Council of the City of Reedley at a regular meeting held on the 13th day of June 2023, in the City of Reedley, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

ATTEST:

 Anita Betancourt, Mayor

 Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 9

DATE: June 13, 2023

TITLE: ADOPTION OF 2023-2024 FISCAL YEAR BUDGET AND RELATED FISCAL ITEMS

- A. ADOPT RESOLUTION NO. 2023-039 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, ACTING IN ITS CAPACITY AS CITY COUNCIL TO THE CITY, SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE REEDLEY HOUSING AUTHORITY, ADOPTING THE FINAL BUDGET OF THE CITY OF REEDLEY FOR THE FISCAL YEAR JULY 1, 2023 TO JUNE 30, 2024, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID FINAL BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH, EXCEPT AS PROVIDED FOR BY MINUTE ORDER OF THE CITY COUNCIL ON JUNE 13, 2023
- B. ADOPT RESOLUTION NO. 2023-040 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING MASTER SALARY TABLES FOR ALL EMPLOYEES OF THE CITY OF REEDLEY
- C. ADOPT RESOLUTION NO. 2023-041 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING A SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES
- D. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE AMENDMENT #3 TO PROFESSIONAL SERVICES AGREEMENT WITH THE GREATER REEDLEY CHAMBER OF COMMERCE, AMENDING ANNUAL COMPENSATION FROM \$50,000 TO \$75,000 FOR FY 2023-24, WITH FUTURE YEAR COMPENSATION SUBJECT TO ANNUAL CITY COUNCIL APPROPRIATION
- E. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE AMENDMENT #1 TO GOVERNMENT AFFAIRS CONSULTING AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS, INC. AMENDING ANNUAL COMPENSATION FROM \$42,000 TO \$54,000, EFFECTIVE JANUARY 1, 2024, AND APPROVAL BY MINUTE ORDER OF ADDITIONAL SUPPORTING FY 2023-24 BUDGET APPROPRIATIONS OF \$6,000
- F. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE AN ADDENDUM TO AN AGREEMENT WITH THE COUNTY OF FRESNO TO ADMINISTER AND RECEIVE UP TO AN ADDITIONAL \$10,168 IN COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RESPONSE FUNDS FOR SENIOR CITIZEN MEAL PROGRAM COSTS, AND APPROVAL BY MINUTE ORDER FOR THE FY 2023-24 ADOPTED BUDGET TO BE INCREASED BY \$10,168 TO DEPLOY THE ADDITIONAL FUNDING IN THE SAME MANNER AS WHAT WAS PREVIOUSLY APPROVED
- G. APPROVAL BY MINUTE ORDER OF TWO (2) NEW FULL-TIME RECREATION SITE LEAD POSITIONS AT SALARY RANGE 37-U AND ADDITIONAL SUPPORTING BUDGET APPROPRIATIONS OF \$213,135 IN THE GENERAL FUND FOR THE NEW POSITIONS

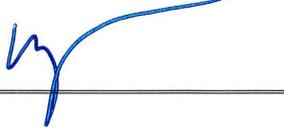
AND ADDITIONAL PART-TIME STAFF TIME AND SUPPLIES IN SUPPORT OF THE PREVIOUSLY APPROVED MEMORANDUMS OF UNDERSTANDING WITH THE KINGS CANYON UNIFIED SCHOOL DISTRICT AND FRESNO COUNTY SUPERINTENDENT OF SCHOOLS FOR EXPANDED LEARNING PROGRAMS AT T.L. REED AND WASHINGTON SCHOOL SITES

- H. APPROVAL BY MINUTE ORDER OF ADDITIONAL SUPPORTING FY 2023-24 BUDGET APPROPRIATIONS OF \$40,000 IN THE GENERAL FUND REPRESENTING GRANT FUNDING FROM THE CALIFORNIA ENERGY COMMISSION FOR ACTIVITIES RELATED TO ACQUISITION AND IMPLEMENTATION OF AUTOMATED ONLINE SOLAR PERMITTING SOFTWARE

SUBMITTED: Paul A. Melikian, Assistant City Manager



APPROVED: Nicole R. Zieba, City Manager



RECOMMENDATION

Staff recommends the adoption of the 2023-2024 fiscal year budget as discussed at prior meetings and related fiscal items requiring approval as part of the annual budget process as follows:

- A. Resolution No. 2023-039 adopting the 2023-2024 fiscal year budget as discussed at prior meetings, except as provided for by minute order of the City Council on June 13, 2023
- B. Resolution No. 2023-040 adopting Master Salary Tables for all employees of the City of Reedley
- C. Resolution No. 2023-041 establishing a salary and benefit schedule for Unrepresented employees
- D. Approve and authorize the City Manager to execute Amendment #3 to Professional Services Agreement with the Greater Reedley Chamber of Commerce, amending annual compensation from \$50,000 to \$75,000 for FY 2023-24, with future year compensation subject to annual City Council appropriation
- E. Approve and authorize City Manager to execute Amendment #1 to Government Affairs Consulting Agreement with Townsend Public Affairs, Inc. amending annual compensation from \$42,000 to \$54,000 effective January 1, 2024, and approval by minute order of additional supporting budget appropriations of \$6,000 (half year)
- F. Approve and authorize City Manager to execute an Addendum to an Agreement with the County of Fresno to administer and receive up to an additional \$10,168 in Community Development Block Grant Coronavirus Response Funds for Senior Citizen Meal Program Costs, and approval by minute order for the FY 2023-24 Adopted Budget to be increased by \$10,168 to deploy the additional funding in the same manner as what was previously approved
- G. Approval by minute order of two (2) new full-time Recreation Site Lead positions at salary range 37-U and additional supporting budget appropriations of \$213,135 in the General Fund for the new positions and additional part-time staff time and supplies in support of the previously approved Memorandums of Understanding with the Kings Canyon Unified School District and Fresno County Superintendent of Schools for Expanded Learning Programs at T.L. Reed and Washington school sites
- H. Approval by minute order of additional supporting budget appropriations of \$40,000 in the General Fund representing grant funding from the California Energy Commission for activities related to acquisition and implementation of automated online solar permitting software

EXECUTIVE SUMMARY

The following discussion of the items presented for Council consideration is discussed in the order in which they appear under the Recommendation section.

Item A. 2023-2024 Fiscal Year Budget

By adopting the attached Resolution No. 2023-039, the 2023-2024 Fiscal Year Proposed Budget appropriations and positions contained therein will become the Adopted Budget, subject to any changes made by City Council during the hearing and deliberation process. As in past approved budget resolutions, the resolution also sets forth the manner in which the adopted budget may be amended, and grants authority to the City Manager to administratively reorganize positions, departments, or units as necessary to implement the goals of the adopted final budget, consistent with city ordinances.

Item B. Master Salary Tables

Approval of the attached Master Salary Tables, Resolution No. 2023-040, will fix the compensation for all appointive officers and employees, satisfying Section 36506 of the State of California Government Code. The revisions are highlighted below in order in which they appear:

- Removal of the Fire Administrative Clerk position classification in Range 37-U. This classification has never been used.
- Addition of a new position classification of Recreation Site Lead in Range 37-U in support of the After School Expanded Learning Program that is wholly funded by the State of California through the Kings Canyon Unified School District, discussed further under Item G below.
- Designation of Assistant Planner, Associate Planner and Human Resources Analyst position classifications as Fair Labor Standards Act (FLSA) Overtime Exempt. The classifications would be considered hourly without this formal designation.
- The new classification of Fire Lieutenant will be established in Range 54-U as an FLSA Exempt classification, along with other existing classifications with similar levels of duties and responsibilities.
- Pay ranges of part-time classifications primarily utilized by programs in the Community Services Department are being increased, principally driven by the current state of the labor market and to keep pace with comparable wages of other after school program providers. In addition, the new part-time classification of Expanded Learning Program Instructor is proposed to cover instances where a special instructor is brought in to provide a limited number of classes/sessions, to be paid for by State of California Expanded Learning Program funds.

The salary tables reflect changes to salaries of employees covered by a collective bargaining agreement; specifically, the Reedley Public Safety Association and the General Services Unit, who are receiving a 5.0% and 4.0% cost of living salary increase, respectively, effective July 1, 2023. The salary tables also reflect a recommendation to grant all Unrepresented employees a 4.0% cost of living increase, effective July 1, 2023, by adoption of the attached Unrepresented Salary & Benefit Schedule Resolution No. 2023-041.

Item C. Unrepresented Employees Salary & Benefit Schedule

This annual resolution sets forth the salary-related compensation & benefits afforded to Unrepresented employees, and covers all full-time employees not represented by the RPOA or GSU bargaining groups. For the 2023-2024 fiscal year, the only revisions are the ones previously highlighted above to the Master Salary Tables designating certain position classifications as FLSA Overtime Exempt, and adds the new position classifications of Fire Lieutenant and Recreation Site Lead. The annual resolution also grants all Unrepresented employees a 4.0% COLA effective July 1, 2023.

Item D. Greater Reedley Chamber of Commerce

In June 2012, the City Council approved a Professional Services Agreement with the Greater Reedley Chamber of Commerce (Chamber) stipulating a \$50,000 annual fee for services provided to the City and Community. Beginning in March 2020, the effects and impact of the mitigation efforts and community response to the coronavirus (COVID-19) pandemic caused the City to request additional services and support from the Chamber, and granted additional one-time payments totaling \$30,000 for these additional services that the City did not have the capacity to offer.

The attached Amendment #3 to the Professional Services Agreement with the Chamber would increase the annual fee to \$75,000 annually for the 2023-24 fiscal year; however, the annual fee amount for all subsequent fiscal years beginning after June 30, 2024 would subject to City Council budget appropriation.

Item E. Townsend Public Affairs

In May 2016, the City Council approved a Government Affairs Consulting Agreement with Townsend Public Affairs, Inc. (TPA) for grant research, writing, post-grant award administration, and facilitating communications with State and Federal elected and appointed officials regarding matters important to the City of Reedley. The cost for their services is currently \$3,500 per month or \$42,000 annually. The City has recently received a request for an increase to TPA's contract to \$4,500 per month; however, this request was not received in time to incorporate into the Proposed Budget. City staff requested that the increase be postponed until January 1, 2024; therefore, the additional funding needed for the 2023-24 fiscal year will be \$6,000.

Item F. Senior Citizen Meal Program

The City of Reedley entered into an agreement with the County of Fresno on July 12, 2020 to receive up to \$92,172.41 in additional funding from the Community Development Block Grant Coronavirus Response (CDBG-CV) Program. This funding was provided for meals which benefited senior citizens. The use of this funding enhanced already existing programs with additional food related items, offered monthly produce boxes and paid for special event meals. The County of Fresno recently contacted the City of Reedley and made available \$10,168 in additional funding through this program that was unspent by another agency. Staff requests approval by minute order for the FY 2023-24 Adopted Budget to be increased by \$10,168 to deploy the additional funding in the same manner as what was previously approved.

Item G. After School Expanded Learning Program

On May 23, 2023, the City Council approved and authorized the City Manager to execute Memorandums of Understanding (MOU) with the Kings Canyon Unified School District (KCUSD) and Fresno County Superintendent of Schools for Expanded Learning Programs (ELP) at T.L. Reed and Washington school sites covering the 2023-2024 school year. One year into implementing ELP, City and KCUSD staff have recognized the amount of work required to manage programs of this magnitude, which was a significant challenge for the City's part-time Site Coordinators to accomplish successfully within limited hours. Many districts are moving to full time Site Lead positions to provide staff with enough time to meet program demands.

KCUSD staff have considered and approved the addition of two (2) full-time Recreation Site Lead staff to be fully paid by ELP funds. The addition of full-time staff will allow program quality to continue to improve, including the wide variety of activities, field trips and vendor services offered to students. Of the additional requested appropriations of \$213,135, \$51,963 is needed for additional part-time staff time and supplies, with the remaining \$161,172 to fund the two (2) new full-time Recreation Site Lead positions. 100% of the appropriations already included in the Proposed Budget, as well as those requested by minute order, will be fully covered by reimbursements from KCUSD under the recently approved MOUs.

Item H.

On May 23, 2023, the City Council authorized the City Manager to sign a grant agreement with the California Energy Commission to request and accept up to \$40,000 for activities related to acquisition and implementation of automated online solar permitting software.

California Senate Bill 129 of 2021 appropriated \$20 million dollars to the California Energy Commission from the State's General Fund to support cities in recovering costs associated with establishing an online automated solar permitting program. The intent of this program is to expedite and streamline the permitting process. Additionally, this program will reduce the amount of staff time it takes to review and approve residential solar installations. This new program will be able to quickly ensure that residential solar energy systems are safe and comply with the California Building Code before approving the permit application. The grant will reimburse the City of Reedley for costs incurred during the agreement term up to \$40,000.

ATTACHMENTS

1. Resolution 2023-039 Adopting City Budget
2. Resolution 2023-040 Adopting City Master Salary Tables
3. Resolution 2023-041 Salary & Benefit Schedule for Unrepresented Employees
4. Amendment #3 to Professional Services Agreement with the Greater Reedley Chamber of Commerce
5. Amendment #1 to Government Affairs Consulting Agreement with Townsend Public Affairs, Inc.
6. Addendum to Agreement with County of Fresno for CDBG Coronavirus Response Funds
7. May 23, 2023 Staff Report Authorizing MOUs for Expanded Learning Programs at KCUSD sites

RESOLUTION NO. 2023-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY, ACTING IN ITS CAPACITY AS CITY COUNCIL TO THE CITY, SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE REEDLEY HOUSING AUTHORITY, ADOPTING THE FINAL BUDGET OF THE CITY OF REEDLEY FOR THE FISCAL YEAR JULY 1, 2023 TO JUNE 30, 2024, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID FINAL BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith, EXCEPT AS PROVIDED FOR BY MINUTE ORDER OF THE CITY COUNCIL ON JUNE 13, 2023

WHEREAS, the City Council of the City of Reedley, acting in its capacity as City Council to the City, Successor Agency to the former Redevelopment Agency, and as the Board of the Reedley Housing Authority ("City Council") has had submitted to it a Preliminary Budget for the fiscal year July 1, 2023 through June 30, 2024; and

WHEREAS, after examination, deliberation and due consideration, the City Council of the City of Reedley has approved the same with modifications; and

WHEREAS, it is the intention of the City Council to adopt the said budget as modified and amended by the City Council of the City of Reedley as the Final Budget for the fiscal year 2023 - 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REEDLEY AS FOLLOWS:

1. That certain budget for the fiscal year July 1, 2023 - June 30, 2024, presently on file in the office of the City Clerk entitled, "CITY OF REEDLEY - BUDGET - FISCAL YEAR 2023-24," which is hereby referred to and incorporated herein by reference as though fully set forth herein verbatim, is hereby adopted as modified and amended by the City Council of the City of Reedley as the Final Annual Budget of the City of Reedley for the fiscal year July 1, 2023 - June 30, 2024.

2. From and after the operative date of this resolution the several amounts stated in the Final Annual Budget hereinafter referred to as adopted expenditures shall become and thereafter be appropriated to the offices, departments, accounts, objects and purposes stated therein for the fiscal year to which said budget is to apply and said monies are hereby authorized to be expended for the purposes and objects specified in said budget.

3. Unless otherwise provided by law, from time to time during the said fiscal year, sums may be transferred from any appropriated item within a designated fund, or accounts within the General Fund, unless expressly prohibited by law, to any other appropriated item within the

same fund or funds as deemed necessary by the City Manager. New and/or additional appropriations requiring the use of fund balance shall be made by resolution of the City Council. Except as monetary appropriations may be affected by intra-fund transfers within the General Fund or other funds as hereinafter provided, no appropriations set forth in said budget shall be canceled in whole or in part except by resolution adopted by the affirmative vote of three-fifths (3/5ths) of all members of the City Council.

4. The City Manager is hereby authorized to implement such administrative reorganization of offices, positions, departments, or units, including without limitation reductions in force, as he/she deems necessary, efficient, effective and/or economical to implement the goals of the adopted Final Annual Budget of the City of Reedley for the fiscal year July 1, 2023 - June 30, 2024, and any such reorganization is hereby approved. This approval is intended to satisfy the approval required by Reedley Municipal Code section 1-6-7-4 without any further approval by the City Council.

5. All resolutions and parts of resolutions in conflict herewith, including, but not necessarily limited to, such resolutions or parts of resolutions relating to compensation, allowances or benefits as may be in conflict herewith, are hereby expressly repealed.

6. This resolution shall be effective immediately upon adoption, but shall be operative as of July 1, 2023.

This Resolution was duly passed, approved, and adopted by the City Council of the City of Reedley this 13th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

RESOLUTION NO. 2023-040

**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 1, 2023.

The foregoing Resolution was duly passed, approved, and adopted on the 13th day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Anita Betancourt, Mayor

Ruthie Greenwood, City Clerk

EXHIBIT "A"

Salary Table Unrepresented Positions

| RANGE | POSITION | | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------|---|-----------|------------|------------|------------|------------|------------|
| 37-U | <i>Fire Administrative Clerk</i> <i>Recreation Site Lead</i> Staff Assistant | Hourly | \$ 20.8058 | \$ 21.8462 | \$ 22.9385 | \$ 24.0856 | \$ 25.2899 |
| | | Bi-weekly | \$ 1,664 | \$ 1,748 | \$ 1,835 | \$ 1,927 | \$ 2,023 |
| | | Monthly | \$ 3,606 | \$ 3,787 | \$ 3,976 | \$ 4,175 | \$ 4,384 |
| | | Annual | \$ 43,276 | \$ 45,440 | \$ 47,712 | \$ 50,098 | \$ 52,603 |
| 38-U | Accounting Technician I | Hourly | \$ 21.3260 | \$ 22.3923 | \$ 23.5120 | \$ 24.6875 | \$ 25.9221 |
| | | Bi-weekly | \$ 1,706 | \$ 1,791 | \$ 1,881 | \$ 1,975 | \$ 2,074 |
| | | Monthly | \$ 3,697 | \$ 3,881 | \$ 4,075 | \$ 4,279 | \$ 4,493 |
| | | Annual | \$ 44,358 | \$ 46,576 | \$ 48,905 | \$ 51,350 | \$ 53,918 |
| 39-U | | Hourly | \$ 21.8591 | \$ 22.9519 | \$ 24.0995 | \$ 25.3043 | \$ 26.5697 |
| | | Bi-weekly | \$ 1,749 | \$ 1,836 | \$ 1,928 | \$ 2,024 | \$ 2,126 |
| | | Monthly | \$ 3,789 | \$ 3,978 | \$ 4,177 | \$ 4,386 | \$ 4,605 |
| | | Annual | \$ 45,467 | \$ 47,740 | \$ 50,127 | \$ 52,633 | \$ 55,265 |
| 40-U | | Hourly | \$ 22.4058 | \$ 23.5260 | \$ 24.7024 | \$ 25.9375 | \$ 27.2346 |
| | | Bi-weekly | \$ 1,792 | \$ 1,882 | \$ 1,976 | \$ 2,075 | \$ 2,179 |
| | | Monthly | \$ 3,884 | \$ 4,078 | \$ 4,282 | \$ 4,496 | \$ 4,721 |
| | | Annual | \$ 46,604 | \$ 48,934 | \$ 51,381 | \$ 53,950 | \$ 56,648 |
| 41-U | Recreation Coordinator (FLSA Exempt) Facilities Coordinator (FLSA Exempt) Senior Citizens Coordinator (FLSA Exempt) | Hourly | \$ 22.9659 | \$ 24.1139 | \$ 25.3197 | \$ 26.5856 | \$ 27.9149 |
| | | Bi-weekly | \$ 1,837 | \$ 1,929 | \$ 2,026 | \$ 2,127 | \$ 2,233 |
| | | Monthly | \$ 3,981 | \$ 4,180 | \$ 4,389 | \$ 4,608 | \$ 4,839 |
| | | Annual | \$ 47,769 | \$ 50,157 | \$ 52,665 | \$ 55,298 | \$ 58,063 |
| 42-U | Accounting Technician II Administrative Assistant Human Resources Technician | Hourly | \$ 23.5399 | \$ 24.7168 | \$ 25.9529 | \$ 27.2505 | \$ 28.6130 |
| | | Bi-weekly | \$ 1,883 | \$ 1,977 | \$ 2,076 | \$ 2,180 | \$ 2,289 |
| | | Monthly | \$ 4,080 | \$ 4,284 | \$ 4,499 | \$ 4,723 | \$ 4,960 |
| | | Annual | \$ 48,963 | \$ 51,411 | \$ 53,982 | \$ 56,681 | \$ 59,515 |
| 43-U | CAD Technician | Hourly | \$ 24.1284 | \$ 25.3346 | \$ 26.6014 | \$ 27.9317 | \$ 29.3284 |
| | | Bi-weekly | \$ 1,930 | \$ 2,027 | \$ 2,128 | \$ 2,235 | \$ 2,346 |
| | | Monthly | \$ 4,182 | \$ 4,391 | \$ 4,611 | \$ 4,842 | \$ 5,084 |
| | | Annual | \$ 50,187 | \$ 52,696 | \$ 55,331 | \$ 58,098 | \$ 61,003 |
| 44-U | Building Permit Technician | Hourly | \$ 24.7317 | \$ 25.9683 | \$ 27.2668 | \$ 28.6303 | \$ 30.0620 |
| | | Bi-weekly | \$ 1,979 | \$ 2,077 | \$ 2,181 | \$ 2,290 | \$ 2,405 |
| | | Monthly | \$ 4,287 | \$ 4,501 | \$ 4,726 | \$ 4,963 | \$ 5,211 |
| | | Annual | \$ 51,442 | \$ 54,014 | \$ 56,715 | \$ 59,551 | \$ 62,529 |

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 | \$ 25.3500 | \$ 26.6173 | \$ 27.9481 | \$ 29.3457 | \$ 30.8130 |
| | | Bi-weekly | \$ 2,028 | \$ 2,129 | \$ 2,236 | \$ 2,348 | \$ 2,465 |
| | | Monthly | \$ 4,394 | \$ 4,614 | \$ 4,844 | \$ 5,087 | \$ 5,341 |
| | | Annual | \$ 52,728 | \$ 55,364 | \$ 58,132 | \$ 61,039 | \$ 64,091 |
| 46-U | Community Development Technician | Hourly | \$ 25.9837 | \$ 27.2827 | \$ 28.6466 | \$ 30.0788 | \$ 31.5827 |
| | | Bi-weekly | \$ 2,079 | \$ 2,183 | \$ 2,292 | \$ 2,406 | \$ 2,527 |
| | | Monthly | \$ 4,504 | \$ 4,729 | \$ 4,965 | \$ 5,214 | \$ 5,474 |
| | | Annual | \$ 54,046 | \$ 56,748 | \$ 59,585 | \$ 62,564 | \$ 65,692 |
| 47-U | | Hourly | \$ 26.6332 | \$ 27.9649 | \$ 29.3630 | \$ 30.8313 | \$ 32.3726 |
| | | Bi-weekly | \$ 2,131 | \$ 2,237 | \$ 2,349 | \$ 2,467 | \$ 2,590 |
| | | Monthly | \$ 4,616 | \$ 4,847 | \$ 5,090 | \$ 5,344 | \$ 5,611 |
| | | Annual | \$ 55,397 | \$ 58,167 | \$ 61,075 | \$ 64,129 | \$ 67,335 |
| 48-U | | Hourly | \$ 27.2990 | \$ 28.6639 | \$ 30.0971 | \$ 31.6019 | \$ 33.1822 |
| | | Bi-weekly | \$ 2,184 | \$ 2,293 | \$ 2,408 | \$ 2,528 | \$ 2,655 |
| | | Monthly | \$ 4,732 | \$ 4,968 | \$ 5,217 | \$ 5,478 | \$ 5,752 |
| | | Annual | \$ 56,782 | \$ 59,621 | \$ 62,602 | \$ 65,732 | \$ 69,019 |
| 49-U | Engineering Technician | Hourly | \$ 27.9817 | \$ 29.3808 | \$ 30.8500 | \$ 32.3923 | \$ 34.0120 |
| | Building Inspector I | Bi-weekly | \$ 2,239 | \$ 2,350 | \$ 2,468 | \$ 2,591 | \$ 2,721 |
| | Executive Assistant / Deputy City Clerk (FLSA Exempt) | Monthly | \$ 4,850 | \$ 5,093 | \$ 5,347 | \$ 5,615 | \$ 5,895 |
| | Senior Life Safety / Code Officer | Annual | \$ 58,202 | \$ 61,112 | \$ 64,168 | \$ 67,376 | \$ 70,745 |
| 50-U | | Hourly | \$ 28.6813 | \$ 30.1154 | \$ 31.6212 | \$ 33.2024 | \$ 34.8625 |
| | | Bi-weekly | \$ 2,295 | \$ 2,409 | \$ 2,530 | \$ 2,656 | \$ 2,789 |
| | | Monthly | \$ 4,971 | \$ 5,220 | \$ 5,481 | \$ 5,755 | \$ 6,043 |
| | | Annual | \$ 59,657 | \$ 62,640 | \$ 65,772 | \$ 69,061 | \$ 72,514 |
| 51-U | Accountant (FLSA Exempt) | Hourly | \$ 29.3981 | \$ 30.8678 | \$ 32.4111 | \$ 34.0317 | \$ 35.7332 |
| | Assistant Planner (FLSA Exempt) | Bi-weekly | \$ 2,352 | \$ 2,469 | \$ 2,593 | \$ 2,723 | \$ 2,859 |
| | Facilities Supervisor (FLSA Exempt) | Monthly | \$ 5,096 | \$ 5,350 | \$ 5,618 | \$ 5,899 | \$ 6,194 |
| | Human Resources Analyst (FLSA Exempt) Management Analyst (FLSA Exempt) | Annual | \$ 61,148 | \$ 64,205 | \$ 67,415 | \$ 70,786 | \$ 74,325 |
| 52-U | | Hourly | \$ 30.1332 | \$ 31.6399 | \$ 33.2221 | \$ 34.8832 | \$ 36.6274 |
| | | Bi-weekly | \$ 2,411 | \$ 2,531 | \$ 2,658 | \$ 2,791 | \$ 2,930 |
| | | Monthly | \$ 5,223 | \$ 5,484 | \$ 5,759 | \$ 6,046 | \$ 6,349 |
| | | Annual | \$ 62,677 | \$ 65,811 | \$ 69,102 | \$ 72,557 | \$ 76,185 |

EXHIBIT "A"

Salary Table Unrepresented Positions

| RANGE | POSITION | | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------|--|-----------|------------|------------|------------|------------|------------|
| 53-U | Building Inspector II | Hourly | \$ 30.8865 | \$ 32.4308 | \$ 34.0524 | \$ 35.7548 | \$ 37.5428 |
| | | Bi-weekly | \$ 2,471 | \$ 2,594 | \$ 2,724 | \$ 2,860 | \$ 3,003 |
| | | Monthly | \$ 5,354 | \$ 5,621 | \$ 5,902 | \$ 6,198 | \$ 6,507 |
| | | Annual | \$ 64,244 | \$ 67,456 | \$ 70,829 | \$ 74,370 | \$ 78,089 |
| 54-U | <i>Fire Lieutenant (FLSA Exempt)</i> Recreation Supervisor (FLSA Exempt) Police Support Services Supervisor (FLSA Exempt) | Hourly | \$ 31.6587 | \$ 33.2418 | \$ 34.9038 | \$ 36.6490 | \$ 38.4817 |
| | | Bi-weekly | \$ 2,533 | \$ 2,659 | \$ 2,792 | \$ 2,932 | \$ 3,079 |
| | | Monthly | \$ 5,488 | \$ 5,762 | \$ 6,050 | \$ 6,353 | \$ 6,670 |
| | | Annual | \$ 65,850 | \$ 69,143 | \$ 72,600 | \$ 76,230 | \$ 80,042 |
| 55-U | Engineering Assistant | Hourly | \$ 32.4500 | \$ 34.0726 | \$ 35.7764 | \$ 37.5654 | \$ 39.4438 |
| | | Bi-weekly | \$ 2,596 | \$ 2,726 | \$ 2,862 | \$ 3,005 | \$ 3,156 |
| | | Monthly | \$ 5,625 | \$ 5,906 | \$ 6,201 | \$ 6,511 | \$ 6,837 |
| | | Annual | \$ 67,496 | \$ 70,871 | \$ 74,415 | \$ 78,136 | \$ 82,043 |
| 56-U | | Hourly | \$ 33.2611 | \$ 34.9240 | \$ 36.6702 | \$ 38.5038 | \$ 40.4288 |
| | | Bi-weekly | \$ 2,661 | \$ 2,794 | \$ 2,934 | \$ 3,080 | \$ 3,234 |
| | | Monthly | \$ 5,765 | \$ 6,054 | \$ 6,356 | \$ 6,674 | \$ 7,008 |
| | | Annual | \$ 69,183 | \$ 72,642 | \$ 76,274 | \$ 80,088 | \$ 84,092 |
| 57-U | Associate Planner <i>(FLSA Exempt)</i> Senior Building Inspector City Clerk (FLSA Exempt) Senior Management Analyst (FLSA Exempt) Senior Human Resources Analyst (FLSA Exempt) | Hourly | \$ 34.0928 | \$ 35.7976 | \$ 37.5875 | \$ 39.4668 | \$ 41.4404 |
| | | Bi-weekly | \$ 2,727 | \$ 2,864 | \$ 3,007 | \$ 3,157 | \$ 3,315 |
| | | Monthly | \$ 5,909 | \$ 6,205 | \$ 6,515 | \$ 6,841 | \$ 7,183 |
| | | Annual | \$ 70,913 | \$ 74,459 | \$ 78,182 | \$ 82,091 | \$ 86,196 |
| 58-U | | Hourly | \$ 34.9452 | \$ 36.6923 | \$ 38.5269 | \$ 40.4534 | \$ 42.4760 |
| | | Bi-weekly | \$ 2,796 | \$ 2,935 | \$ 3,082 | \$ 3,236 | \$ 3,398 |
| | | Monthly | \$ 6,057 | \$ 6,360 | \$ 6,678 | \$ 7,012 | \$ 7,363 |
| | | Annual | \$ 72,686 | \$ 76,320 | \$ 80,136 | \$ 84,143 | \$ 88,350 |
| 59-U | | Hourly | \$ 35.8188 | \$ 37.6096 | \$ 39.4899 | \$ 41.4644 | \$ 43.5375 |
| | | Bi-weekly | \$ 2,866 | \$ 3,009 | \$ 3,159 | \$ 3,317 | \$ 3,483 |
| | | Monthly | \$ 6,209 | \$ 6,519 | \$ 6,845 | \$ 7,187 | \$ 7,547 |
| | | Annual | \$ 74,503 | \$ 78,228 | \$ 82,139 | \$ 86,246 | \$ 90,558 |
| 60-U | | Hourly | \$ 36.7144 | \$ 38.5500 | \$ 40.4774 | \$ 42.5014 | \$ 44.6264 |
| | | Bi-weekly | \$ 2,937 | \$ 3,084 | \$ 3,238 | \$ 3,400 | \$ 3,570 |
| | | Monthly | \$ 6,364 | \$ 6,682 | \$ 7,016 | \$ 7,367 | \$ 7,735 |
| | | Annual | \$ 76,366 | \$ 80,184 | \$ 84,193 | \$ 88,403 | \$ 92,823 |

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 | \$ 37.6322 | \$ 39.5139 | \$ 41.4894 | \$ 43.5639 | \$ 45.7423 |
| | | Bi-weekly | \$ 3,011 | \$ 3,161 | \$ 3,319 | \$ 3,485 | \$ 3,659 |
| | | Monthly | \$ 6,523 | \$ 6,849 | \$ 7,192 | \$ 7,551 | \$ 7,929 |
| | | Annual | \$ 78,275 | \$ 82,189 | \$ 86,298 | \$ 90,613 | \$ 95,144 |
| 62-U | Senior Planner (FLSA Exempt) City Clerk / Executive Assistant (FLSA Exempt) | Hourly | \$ 38.5731 | \$ 40.5019 | \$ 42.5269 | \$ 44.6534 | \$ 46.8861 |
| | | Bi-weekly | \$ 3,086 | \$ 3,240 | \$ 3,402 | \$ 3,572 | \$ 3,751 |
| | | Monthly | \$ 6,686 | \$ 7,020 | \$ 7,371 | \$ 7,740 | \$ 8,127 |
| | | Annual | \$ 80,232 | \$ 84,244 | \$ 88,456 | \$ 92,879 | \$ 97,523 |
| 63-U | | Hourly | \$ 39.5375 | \$ 41.5144 | \$ 43.5904 | \$ 45.7697 | \$ 48.0582 |
| | | Bi-weekly | \$ 3,163 | \$ 3,321 | \$ 3,487 | \$ 3,662 | \$ 3,845 |
| | | Monthly | \$ 6,853 | \$ 7,196 | \$ 7,556 | \$ 7,933 | \$ 8,330 |
| | | Annual | \$ 82,238 | \$ 86,350 | \$ 90,668 | \$ 95,201 | \$ 99,961 |
| 64-U | Assistant Engineer (FLSA Exempt) Capital Projects / Airport Manager (FLSA Exempt) Public Works Manager (FLSA Exempt) City Building Official (FLSA Exempt) | Hourly | \$ 40.5260 | \$ 42.5524 | \$ 44.6798 | \$ 46.9139 | \$ 49.2596 |
| | | Bi-weekly | \$ 3,242 | \$ 3,404 | \$ 3,574 | \$ 3,753 | \$ 3,941 |
| | | Monthly | \$ 7,025 | \$ 7,376 | \$ 7,745 | \$ 8,132 | \$ 8,538 |
| | | Annual | \$ 84,294 | \$ 88,509 | \$ 92,934 | \$ 97,581 | \$ 102,460 |
| 65-U | | Hourly | \$ 41.5389 | \$ 43.6159 | \$ 45.7966 | \$ 48.0865 | \$ 50.4909 |
| | | Bi-weekly | \$ 3,323 | \$ 3,489 | \$ 3,664 | \$ 3,847 | \$ 4,039 |
| | | Monthly | \$ 7,200 | \$ 7,560 | \$ 7,938 | \$ 8,335 | \$ 8,752 |
| | | Annual | \$ 86,401 | \$ 90,721 | \$ 95,257 | \$ 100,020 | \$ 105,021 |
| 66-U | Fire Battalion Chief (FLSA Exempt) | Hourly | \$ 42.5774 | \$ 44.7063 | \$ 46.9413 | \$ 49.2885 | \$ 51.7529 |
| | | Bi-weekly | \$ 3,406 | \$ 3,577 | \$ 3,755 | \$ 3,943 | \$ 4,140 |
| | | Monthly | \$ 7,380 | \$ 7,749 | \$ 8,137 | \$ 8,543 | \$ 8,971 |
| | | Annual | \$ 88,561 | \$ 92,989 | \$ 97,638 | \$ 102,520 | \$ 107,646 |
| 67-U | Roads & Grounds Supervisor (FLSA Exempt) Water System Supervisor (FLSA Exempt) Wastewater System Supervisor (FLSA Exempt) | Hourly | \$ 43.6418 | \$ 45.8240 | \$ 48.1154 | \$ 50.5212 | \$ 53.0471 |
| | | Bi-weekly | \$ 3,491 | \$ 3,666 | \$ 3,849 | \$ 4,042 | \$ 4,244 |
| | | Monthly | \$ 7,565 | \$ 7,943 | \$ 8,340 | \$ 8,757 | \$ 9,195 |
| | | Annual | \$ 90,775 | \$ 95,314 | \$ 100,080 | \$ 105,084 | \$ 110,338 |
| 68-U | Human Resources Manager (FLSA Exempt) City Planner (FLSA Exempt) | Hourly | \$ 44.7327 | \$ 46.9692 | \$ 49.3178 | \$ 51.7837 | \$ 54.3731 |
| | | Bi-weekly | \$ 3,579 | \$ 3,758 | \$ 3,945 | \$ 4,143 | \$ 4,350 |
| | | Monthly | \$ 7,754 | \$ 8,141 | \$ 8,548 | \$ 8,976 | \$ 9,425 |
| | | Annual | \$ 93,044 | \$ 97,696 | \$ 102,581 | \$ 107,710 | \$ 113,096 |

EXHIBIT "A"

Salary Table

Unrepresented Positions

| RANGE | POSITION | | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------|---|-----------|------------|------------|------------|------------|------------|
| 69-U | | Hourly | \$ 45.8510 | \$ 48.1438 | \$ 50.5510 | \$ 53.0784 | \$ 55.7322 |
| | | Bi-weekly | \$ 3,668 | \$ 3,852 | \$ 4,044 | \$ 4,246 | \$ 4,459 |
| | | Monthly | \$ 7,948 | \$ 8,345 | \$ 8,762 | \$ 9,200 | \$ 9,660 |
| | | Annual | \$ 95,370 | \$ 100,139 | \$ 105,146 | \$ 110,403 | \$ 115,923 |
| 70-U | Accounting Manager (FLSA Exempt) | Hourly | \$ 46.9971 | \$ 49.3471 | \$ 51.8144 | \$ 54.4053 | \$ 57.1255 |
| | Associate Engineer (FLSA Exempt) | Bi-weekly | \$ 3,760 | \$ 3,948 | \$ 4,145 | \$ 4,352 | \$ 4,570 |
| | | Monthly | \$ 8,146 | \$ 8,554 | \$ 8,981 | \$ 9,430 | \$ 9,902 |
| | | Annual | \$ 97,754 | \$ 102,642 | \$ 107,774 | \$ 113,163 | \$ 118,821 |
| 71-U | Police Lieutenant (FLSA Exempt) | Hourly | \$ 48.1721 | \$ 50.5808 | \$ 53.1096 | \$ 55.7649 | \$ 58.5534 |
| | | Bi-weekly | \$ 3,854 | \$ 4,046 | \$ 4,249 | \$ 4,461 | \$ 4,684 |
| | | Monthly | \$ 8,350 | \$ 8,767 | \$ 9,206 | \$ 9,666 | \$ 10,149 |
| | | Annual | \$ 100,198 | \$ 105,208 | \$ 110,468 | \$ 115,991 | \$ 121,791 |
| 72-U | | Hourly | \$ 49.3764 | \$ 51.8452 | \$ 54.4375 | \$ 57.1596 | \$ 60.0178 |
| | | Bi-weekly | \$ 3,950 | \$ 4,148 | \$ 4,355 | \$ 4,573 | \$ 4,801 |
| | | Monthly | \$ 8,559 | \$ 8,987 | \$ 9,436 | \$ 9,908 | \$ 10,403 |
| | | Annual | \$ 102,703 | \$ 107,838 | \$ 113,230 | \$ 118,892 | \$ 124,837 |
| 73-U | City Engineer (Division Head FLSA Exempt) | Hourly | \$ 50.6111 | \$ 53.1418 | \$ 55.7990 | \$ 58.5889 | \$ 61.5183 |
| | | Bi-weekly | \$ 4,049 | \$ 4,251 | \$ 4,464 | \$ 4,687 | \$ 4,921 |
| | | Monthly | \$ 8,773 | \$ 9,211 | \$ 9,672 | \$ 10,155 | \$ 10,663 |
| | | Annual | \$ 105,271 | \$ 110,535 | \$ 116,062 | \$ 121,865 | \$ 127,958 |
| 74-U | Fire Chief (FLSA Exempt) | Hourly | \$ 51.8764 | \$ 54.4702 | \$ 57.1938 | \$ 60.0534 | \$ 63.0563 |
| | | Bi-weekly | \$ 4,150 | \$ 4,358 | \$ 4,576 | \$ 4,804 | \$ 5,045 |
| | | Monthly | \$ 8,992 | \$ 9,442 | \$ 9,914 | \$ 10,409 | \$ 10,930 |
| | | Annual | \$ 107,903 | \$ 113,298 | \$ 118,963 | \$ 124,911 | \$ 131,157 |
| 75-U | Community Services Director (FLSA Exempt) | Hourly | \$ 53.1736 | \$ 55.8322 | \$ 58.6240 | \$ 61.5553 | \$ 64.6332 |
| | | Bi-weekly | \$ 4,254 | \$ 4,467 | \$ 4,690 | \$ 4,924 | \$ 5,171 |
| | | Monthly | \$ 9,217 | \$ 9,678 | \$ 10,162 | \$ 10,670 | \$ 11,203 |
| | | Annual | \$ 110,601 | \$ 116,131 | \$ 121,938 | \$ 128,035 | \$ 134,437 |
| 76-U | | Hourly | \$ 54.5029 | \$ 57.2279 | \$ 60.0894 | \$ 63.0938 | \$ 66.2486 |
| | | Bi-weekly | \$ 4,360 | \$ 4,578 | \$ 4,807 | \$ 5,048 | \$ 5,300 |
| | | Monthly | \$ 9,447 | \$ 9,920 | \$ 10,416 | \$ 10,936 | \$ 11,483 |
| | | Annual | \$ 113,366 | \$ 119,034 | \$ 124,986 | \$ 131,235 | \$ 137,797 |

EXHIBIT "A"

Salary Table Unrepresented Positions

| RANGE | POSITION | | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------|---|-----------|------------|------------|------------|------------|------------|
| 77-U | Hourly | | \$ 55.8654 | \$ 58.6587 | \$ 61.5918 | \$ 64.6716 | \$ 67.9053 |
| | Bi-weekly | | \$ 4,469 | \$ 4,693 | \$ 4,927 | \$ 5,174 | \$ 5,432 |
| | Monthly | | \$ 9,683 | \$ 10,168 | \$ 10,676 | \$ 11,210 | \$ 11,770 |
| | Annual | | \$ 116,200 | \$ 122,010 | \$ 128,111 | \$ 134,517 | \$ 141,243 |
| 78-U | Hourly | | \$ 57.2620 | \$ 60.1250 | \$ 63.1313 | \$ 66.2880 | \$ 69.6024 |
| | Bi-weekly | | \$ 4,581 | \$ 4,810 | \$ 5,051 | \$ 5,303 | \$ 5,568 |
| | Monthly | | \$ 9,925 | \$ 10,422 | \$ 10,943 | \$ 11,490 | \$ 12,064 |
| | Annual | | \$ 119,105 | \$ 125,060 | \$ 131,313 | \$ 137,879 | \$ 144,773 |
| 79-U | Hourly | | \$ 58.6938 | \$ 61.6284 | \$ 64.7096 | \$ 67.9452 | \$ 71.3423 |
| | Bi-weekly | | \$ 4,696 | \$ 4,930 | \$ 5,177 | \$ 5,436 | \$ 5,707 |
| | Monthly | | \$ 10,174 | \$ 10,682 | \$ 11,216 | \$ 11,777 | \$ 12,366 |
| | Annual | | \$ 122,083 | \$ 128,187 | \$ 134,596 | \$ 141,326 | \$ 148,392 |
| 80-U | Hourly | | \$ 60.1611 | \$ 63.1692 | \$ 66.3279 | \$ 69.6442 | \$ 73.1264 |
| | Bi-weekly | | \$ 4,813 | \$ 5,054 | \$ 5,306 | \$ 5,572 | \$ 5,850 |
| | Monthly | | \$ 10,428 | \$ 10,949 | \$ 11,497 | \$ 12,072 | \$ 12,675 |
| | Annual | | \$ 125,135 | \$ 131,392 | \$ 137,962 | \$ 144,860 | \$ 152,103 |
| 81-U | Director of Finance & Administrative Services (FLSA Exempt) | Hourly | \$ 61.6649 | \$ 64.7481 | \$ 67.9856 | \$ 71.3851 | \$ 74.9543 |
| | Public Works Director (FLSA Exempt) | Bi-weekly | \$ 4,933 | \$ 5,180 | \$ 5,439 | \$ 5,711 | \$ 5,996 |
| | Community Development Director (FLSA Exempt) | Monthly | \$ 10,689 | \$ 11,223 | \$ 11,784 | \$ 12,373 | \$ 12,992 |
| | City Engineer (Department Head FLSA Exempt) Police Chief (FLSA Exempt) | Annual | \$ 128,263 | \$ 134,676 | \$ 141,410 | \$ 148,481 | \$ 155,905 |
| 82-U | Hourly | | \$ 63.2067 | \$ 66.3673 | \$ 69.6856 | \$ 73.1697 | \$ 76.8284 |
| | Bi-weekly | | \$ 5,057 | \$ 5,309 | \$ 5,575 | \$ 5,854 | \$ 6,146 |
| | Monthly | | \$ 10,956 | \$ 11,504 | \$ 12,079 | \$ 12,683 | \$ 13,317 |
| | Annual | | \$ 131,470 | \$ 138,044 | \$ 144,946 | \$ 152,193 | \$ 159,803 |
| 83-U | Hourly | | \$ 64.7870 | \$ 68.0264 | \$ 71.4279 | \$ 74.9995 | \$ 78.7495 |
| | Bi-weekly | | \$ 5,183 | \$ 5,442 | \$ 5,714 | \$ 6,000 | \$ 6,300 |
| | Monthly | | \$ 11,230 | \$ 11,791 | \$ 12,381 | \$ 13,000 | \$ 13,650 |
| | Annual | | \$ 134,757 | \$ 141,495 | \$ 148,570 | \$ 155,999 | \$ 163,799 |
| 84-U | Hourly | | \$ 66.4067 | \$ 69.7269 | \$ 73.2135 | \$ 76.8740 | \$ 80.7178 |
| | Bi-weekly | | \$ 5,313 | \$ 5,578 | \$ 5,857 | \$ 6,150 | \$ 6,457 |
| | Monthly | | \$ 11,511 | \$ 12,086 | \$ 12,690 | \$ 13,325 | \$ 13,991 |
| | Annual | | \$ 138,126 | \$ 145,032 | \$ 152,284 | \$ 159,898 | \$ 167,893 |

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 | \$ 68.0668 | \$ 71.4702 | \$ 75.0438 | \$ 78.7962 | \$ 82.7361 |
| | | Bi-weekly | \$ 5,445 | \$ 5,718 | \$ 6,004 | \$ 6,304 | \$ 6,619 |
| | | Monthly | \$ 11,798 | \$ 12,388 | \$ 13,008 | \$ 13,658 | \$ 14,341 |
| | | Annual | \$ 141,579 | \$ 148,658 | \$ 156,091 | \$ 163,896 | \$ 172,091 |
| 86-U | | Hourly | \$ 69.7683 | \$ 73.2567 | \$ 76.9197 | \$ 80.7659 | \$ 84.8043 |
| | | Bi-weekly | \$ 5,581 | \$ 5,861 | \$ 6,154 | \$ 6,461 | \$ 6,784 |
| | | Monthly | \$ 12,093 | \$ 12,698 | \$ 13,333 | \$ 13,999 | \$ 14,699 |
| | | Annual | \$ 145,118 | \$ 152,374 | \$ 159,993 | \$ 167,993 | \$ 176,393 |
| 87-U | | Hourly | \$ 71.5125 | \$ 75.0880 | \$ 78.8423 | \$ 82.7846 | \$ 86.9240 |
| | | Bi-weekly | \$ 5,721 | \$ 6,007 | \$ 6,307 | \$ 6,623 | \$ 6,954 |
| | | Monthly | \$ 12,396 | \$ 13,015 | \$ 13,666 | \$ 14,349 | \$ 15,067 |
| | | Annual | \$ 148,746 | \$ 156,183 | \$ 163,992 | \$ 172,192 | \$ 180,802 |
| 88-U | | Hourly | \$ 73.3005 | \$ 76.9654 | \$ 80.8135 | \$ 84.8543 | \$ 89.0971 |
| | | Bi-weekly | \$ 5,864 | \$ 6,157 | \$ 6,465 | \$ 6,788 | \$ 7,128 |
| | | Monthly | \$ 12,705 | \$ 13,341 | \$ 14,008 | \$ 14,708 | \$ 15,444 |
| | | Annual | \$ 152,465 | \$ 160,088 | \$ 168,092 | \$ 176,497 | \$ 185,322 |
| 89-U | | Hourly | \$ 75.1332 | \$ 78.8899 | \$ 82.8346 | \$ 86.9764 | \$ 91.3255 |
| | | Bi-weekly | \$ 6,011 | \$ 6,311 | \$ 6,627 | \$ 6,958 | \$ 7,306 |
| | | Monthly | \$ 13,023 | \$ 13,674 | \$ 14,358 | \$ 15,076 | \$ 15,830 |
| | | Annual | \$ 156,277 | \$ 164,091 | \$ 172,296 | \$ 180,911 | \$ 189,957 |
| 90-U | | Hourly | \$ 77.0115 | \$ 80.8620 | \$ 84.9053 | \$ 89.1505 | \$ 93.6082 |
| | | Bi-weekly | \$ 6,161 | \$ 6,469 | \$ 6,792 | \$ 7,132 | \$ 7,489 |
| | | Monthly | \$ 13,349 | \$ 14,016 | \$ 14,717 | \$ 15,453 | \$ 16,225 |
| | | Annual | \$ 160,184 | \$ 168,193 | \$ 176,603 | \$ 185,433 | \$ 194,705 |
| 91-U | | Hourly | \$ 78.9370 | \$ 82.8837 | \$ 87.0279 | \$ 91.3793 | \$ 95.9481 |
| | | Bi-weekly | \$ 6,315 | \$ 6,631 | \$ 6,962 | \$ 7,310 | \$ 7,676 |
| | | Monthly | \$ 13,682 | \$ 14,367 | \$ 15,085 | \$ 15,839 | \$ 16,631 |
| | | Annual | \$ 164,189 | \$ 172,398 | \$ 181,018 | \$ 190,069 | \$ 199,572 |
| 92-U | | Hourly | \$ 80.9106 | \$ 84.9563 | \$ 89.2038 | \$ 93.6639 | \$ 98.3471 |
| | | Bi-weekly | \$ 6,473 | \$ 6,797 | \$ 7,136 | \$ 7,493 | \$ 7,868 |
| | | Monthly | \$ 14,025 | \$ 14,726 | \$ 15,462 | \$ 16,235 | \$ 17,047 |
| | | Annual | \$ 168,294 | \$ 176,709 | \$ 185,544 | \$ 194,821 | \$ 204,562 |

EXHIBIT "A"

Salary Table Unrepresented Positions

| RANGE | POSITION | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------|----------------------------|------------|------------|------------|------------|-------------|
| 93-U | Hourly | \$ 82.9332 | \$ 87.0798 | \$ 91.4337 | \$ 96.0053 | \$ 100.8058 |
| | Bi-weekly | \$ 6,635 | \$ 6,966 | \$ 7,315 | \$ 7,680 | \$ 8,064 |
| | Monthly | \$ 14,375 | \$ 15,094 | \$ 15,849 | \$ 16,641 | \$ 17,473 |
| | Annual | \$ 172,501 | \$ 181,126 | \$ 190,182 | \$ 199,691 | \$ 209,676 |
| 94-U | Hourly | \$ 85.0067 | \$ 89.2572 | \$ 93.7202 | \$ 98.4063 | \$ 103.3264 |
| | Bi-weekly | \$ 6,801 | \$ 7,141 | \$ 7,498 | \$ 7,873 | \$ 8,266 |
| | Monthly | \$ 14,735 | \$ 15,471 | \$ 16,245 | \$ 17,057 | \$ 17,910 |
| | Annual | \$ 176,814 | \$ 185,655 | \$ 194,938 | \$ 204,685 | \$ 214,919 |
| CM-U | City Manager (FLSA Exempt) | Hourly | | | | \$ 104.1625 |
| | | Bi-weekly | | | | \$ 8,333 |
| | | Monthly | | | | \$ 18,055 |
| | | Annual | | | | \$ 216,658 |

EXHIBIT "A"

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 | \$ 20.5957 | \$ 21.6255 | \$ 22.7067 | \$ 23.8423 | \$ 25.0346 |
| | | Bi-weekly | \$ 1,648 | \$ 1,730 | \$ 1,817 | \$ 1,907 | \$ 2,003 |
| | | Monthly | \$ 3,570 | \$ 3,748 | \$ 3,936 | \$ 4,133 | \$ 4,339 |
| | | Annual | \$ 42,839 | \$ 44,981 | \$ 47,230 | \$ 49,592 | \$ 52,072 |
| 37-P | Community Services Officer Dispatcher I | Hourly | \$ 21.1106 | \$ 22.1663 | \$ 23.2745 | \$ 24.4385 | \$ 25.6606 |
| | | Bi-weekly | \$ 1,689 | \$ 1,773 | \$ 1,862 | \$ 1,955 | \$ 2,053 |
| | | Monthly | \$ 3,659 | \$ 3,842 | \$ 4,034 | \$ 4,236 | \$ 4,448 |
| | | Annual | \$ 43,910 | \$ 46,106 | \$ 48,411 | \$ 50,832 | \$ 53,374 |
| 38-P | | Hourly | \$ 21.6385 | \$ 22.7202 | \$ 23.8563 | \$ 25.0490 | \$ 26.3014 |
| | | Bi-weekly | \$ 1,731 | \$ 1,818 | \$ 1,909 | \$ 2,004 | \$ 2,104 |
| | | Monthly | \$ 3,751 | \$ 3,938 | \$ 4,135 | \$ 4,342 | \$ 4,559 |
| | | Annual | \$ 45,008 | \$ 47,258 | \$ 49,621 | \$ 52,102 | \$ 54,707 |
| 39-P | | Hourly | \$ 22.1793 | \$ 23.2885 | \$ 24.4529 | \$ 25.6755 | \$ 26.9591 |
| | | Bi-weekly | \$ 1,774 | \$ 1,863 | \$ 1,956 | \$ 2,054 | \$ 2,157 |
| | | Monthly | \$ 3,844 | \$ 4,037 | \$ 4,239 | \$ 4,450 | \$ 4,673 |
| | | Annual | \$ 46,133 | \$ 48,440 | \$ 50,862 | \$ 53,405 | \$ 56,075 |
| 40-P | | Hourly | \$ 22.7337 | \$ 23.8702 | \$ 25.0639 | \$ 26.3173 | \$ 27.6332 |
| | | Bi-weekly | \$ 1,819 | \$ 1,910 | \$ 2,005 | \$ 2,105 | \$ 2,211 |
| | | Monthly | \$ 3,941 | \$ 4,138 | \$ 4,344 | \$ 4,562 | \$ 4,790 |
| | | Annual | \$ 47,286 | \$ 49,650 | \$ 52,133 | \$ 54,740 | \$ 57,477 |
| 41-P | Dispatcher II Senior Community Services Officer Animal Control Officer | Hourly | \$ 23.3019 | \$ 24.4668 | \$ 25.6904 | \$ 26.9750 | \$ 28.3236 |
| | | Bi-weekly | \$ 1,864 | \$ 1,957 | \$ 2,055 | \$ 2,158 | \$ 2,266 |
| | | Monthly | \$ 4,039 | \$ 4,241 | \$ 4,453 | \$ 4,676 | \$ 4,909 |
| | | Annual | \$ 48,468 | \$ 50,891 | \$ 53,436 | \$ 56,108 | \$ 58,913 |
| 42-P | | Hourly | \$ 23.8846 | \$ 25.0788 | \$ 26.3327 | \$ 27.6495 | \$ 29.0322 |
| | | Bi-weekly | \$ 1,911 | \$ 2,006 | \$ 2,107 | \$ 2,212 | \$ 2,323 |
| | | Monthly | \$ 4,140 | \$ 4,347 | \$ 4,564 | \$ 4,793 | \$ 5,032 |
| | | Annual | \$ 49,680 | \$ 52,164 | \$ 54,772 | \$ 57,511 | \$ 60,387 |
| 43-P | | Hourly | \$ 24.4817 | \$ 25.7058 | \$ 26.9909 | \$ 28.3404 | \$ 29.7572 |
| | | Bi-weekly | \$ 1,959 | \$ 2,056 | \$ 2,159 | \$ 2,267 | \$ 2,381 |
| | | Monthly | \$ 4,244 | \$ 4,456 | \$ 4,678 | \$ 4,912 | \$ 5,158 |
| | | Annual | \$ 50,922 | \$ 53,468 | \$ 56,141 | \$ 58,948 | \$ 61,895 |

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 | \$ 25.0938 | \$ 26.3486 | \$ 27.6659 | \$ 29.0490 | \$ 30.5014 |
| | | Bi-weekly | \$ 2,008 | \$ 2,108 | \$ 2,213 | \$ 2,324 | \$ 2,440 |
| | | Monthly | \$ 4,350 | \$ 4,567 | \$ 4,795 | \$ 5,035 | \$ 5,287 |
| | | Annual | \$ 52,195 | \$ 54,805 | \$ 57,545 | \$ 60,422 | \$ 63,443 |
| 45-P | | Hourly | \$ 25.7212 | \$ 27.0072 | \$ 28.3577 | \$ 29.7755 | \$ 31.2644 |
| | | Bi-weekly | \$ 2,058 | \$ 2,161 | \$ 2,269 | \$ 2,382 | \$ 2,501 |
| | | Monthly | \$ 4,458 | \$ 4,681 | \$ 4,915 | \$ 5,161 | \$ 5,419 |
| | | Annual | \$ 53,500 | \$ 56,175 | \$ 58,984 | \$ 61,933 | \$ 65,030 |
| 46-P | Police Records & Com Supervisor | Hourly | \$ 26.3644 | \$ 27.6827 | \$ 29.0668 | \$ 30.5202 | \$ 32.0462 |
| | | Bi-weekly | \$ 2,109 | \$ 2,215 | \$ 2,325 | \$ 2,442 | \$ 2,564 |
| | | Monthly | \$ 4,570 | \$ 4,798 | \$ 5,038 | \$ 5,290 | \$ 5,555 |
| | | Annual | \$ 54,838 | \$ 57,580 | \$ 60,459 | \$ 63,482 | \$ 66,656 |
| 47-P | | Hourly | \$ 27.0236 | \$ 28.3745 | \$ 29.7933 | \$ 31.2832 | \$ 32.8471 |
| | | Bi-weekly | \$ 2,162 | \$ 2,270 | \$ 2,383 | \$ 2,503 | \$ 2,628 |
| | | Monthly | \$ 4,684 | \$ 4,918 | \$ 5,164 | \$ 5,422 | \$ 5,694 |
| | | Annual | \$ 56,209 | \$ 59,019 | \$ 61,970 | \$ 65,069 | \$ 68,322 |
| 48-P | | Hourly | \$ 27.6990 | \$ 29.0841 | \$ 30.5385 | \$ 32.0654 | \$ 33.6688 |
| | | Bi-weekly | \$ 2,216 | \$ 2,327 | \$ 2,443 | \$ 2,565 | \$ 2,694 |
| | | Monthly | \$ 4,801 | \$ 5,041 | \$ 5,293 | \$ 5,558 | \$ 5,836 |
| | | Annual | \$ 57,614 | \$ 60,495 | \$ 63,520 | \$ 66,696 | \$ 70,031 |
| 49-P | | Hourly | \$ 28.3913 | \$ 29.8111 | \$ 31.3014 | \$ 32.8663 | \$ 34.5096 |
| | | Bi-weekly | \$ 2,271 | \$ 2,385 | \$ 2,504 | \$ 2,629 | \$ 2,761 |
| | | Monthly | \$ 4,921 | \$ 5,167 | \$ 5,426 | \$ 5,697 | \$ 5,982 |
| | | Annual | \$ 59,054 | \$ 62,007 | \$ 65,107 | \$ 68,362 | \$ 71,780 |
| 50-P | | Hourly | \$ 29.1010 | \$ 30.5563 | \$ 32.0841 | \$ 33.6885 | \$ 35.3731 |
| | | Bi-weekly | \$ 2,328 | \$ 2,445 | \$ 2,567 | \$ 2,695 | \$ 2,830 |
| | | Monthly | \$ 5,044 | \$ 5,296 | \$ 5,561 | \$ 5,839 | \$ 6,131 |
| | | Annual | \$ 60,530 | \$ 63,557 | \$ 66,735 | \$ 70,072 | \$ 73,576 |

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 | \$ 29,5231 | \$ 30,9990 | \$ 32,5490 | \$ 34,1764 | \$ 35,8851 |
| | | Bi-weekly | \$ 2,362 | \$ 2,480 | \$ 2,604 | \$ 2,734 | \$ 2,871 |
| | | Monthly | \$ 5,117 | \$ 5,373 | \$ 5,642 | \$ 5,924 | \$ 6,220 |
| | | Annual | \$ 61,408 | \$ 64,478 | \$ 67,702 | \$ 71,087 | \$ 74,641 |
| 51-P | | Hourly | \$ 30,2611 | \$ 31,7740 | \$ 33,3630 | \$ 35,0313 | \$ 36,7827 |
| | | Bi-weekly | \$ 2,421 | \$ 2,542 | \$ 2,669 | \$ 2,803 | \$ 2,943 |
| | | Monthly | \$ 5,245 | \$ 5,508 | \$ 5,783 | \$ 6,072 | \$ 6,376 |
| | | Annual | \$ 62,943 | \$ 66,090 | \$ 69,395 | \$ 72,865 | \$ 76,508 |
| 52-P | Police Corporal | Hourly | \$ 31,0178 | \$ 32,5688 | \$ 34,1971 | \$ 35,9072 | \$ 37,7024 |
| | | Bi-weekly | \$ 2,481 | \$ 2,606 | \$ 2,736 | \$ 2,873 | \$ 3,016 |
| | | Monthly | \$ 5,376 | \$ 5,645 | \$ 5,928 | \$ 6,224 | \$ 6,535 |
| | | Annual | \$ 64,517 | \$ 67,743 | \$ 71,130 | \$ 74,687 | \$ 78,421 |
| 53-P | | Hourly | \$ 31,7933 | \$ 33,3832 | \$ 35,0524 | \$ 36,8048 | \$ 38,6452 |
| | | Bi-weekly | \$ 2,543 | \$ 2,671 | \$ 2,804 | \$ 2,944 | \$ 3,092 |
| | | Monthly | \$ 5,511 | \$ 5,786 | \$ 6,076 | \$ 6,380 | \$ 6,699 |
| | | Annual | \$ 66,130 | \$ 69,437 | \$ 72,909 | \$ 76,554 | \$ 80,382 |
| 54-P | | Hourly | \$ 32,5880 | \$ 34,2173 | \$ 35,9284 | \$ 37,7250 | \$ 39,6111 |
| | | Bi-weekly | \$ 2,607 | \$ 2,737 | \$ 2,874 | \$ 3,018 | \$ 3,169 |
| | | Monthly | \$ 5,649 | \$ 5,931 | \$ 6,228 | \$ 6,539 | \$ 6,866 |
| | | Annual | \$ 67,783 | \$ 71,172 | \$ 74,731 | \$ 78,468 | \$ 82,391 |
| 55-P | | Hourly | \$ 33,4029 | \$ 35,0731 | \$ 36,8269 | \$ 38,6683 | \$ 40,6019 |
| | | Bi-weekly | \$ 2,672 | \$ 2,806 | \$ 2,946 | \$ 3,093 | \$ 3,248 |
| | | Monthly | \$ 5,790 | \$ 6,079 | \$ 6,383 | \$ 6,703 | \$ 7,038 |
| | | Annual | \$ 69,478 | \$ 72,952 | \$ 76,600 | \$ 80,430 | \$ 84,452 |
| 56-P | | Hourly | \$ 34,2380 | \$ 35,9500 | \$ 37,7476 | \$ 39,6351 | \$ 41,6168 |
| | | Bi-weekly | \$ 2,739 | \$ 2,876 | \$ 3,020 | \$ 3,171 | \$ 3,329 |
| | | Monthly | \$ 5,935 | \$ 6,231 | \$ 6,543 | \$ 6,870 | \$ 7,214 |
| | | Annual | \$ 71,215 | \$ 74,776 | \$ 78,515 | \$ 82,441 | \$ 86,563 |
| 57-P | | Hourly | \$ 35,0938 | \$ 36,8486 | \$ 38,6909 | \$ 40,6255 | \$ 42,6567 |
| | | Bi-weekly | \$ 2,808 | \$ 2,948 | \$ 3,095 | \$ 3,250 | \$ 3,413 |
| | | Monthly | \$ 6,083 | \$ 6,387 | \$ 6,706 | \$ 7,042 | \$ 7,394 |
| | | Annual | \$ 72,995 | \$ 76,645 | \$ 80,477 | \$ 84,501 | \$ 88,726 |

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 | \$ 35.9712 | \$ 37.7697 | \$ 39.6582 | \$ 41.6409 | \$ 43.7231 |
| | | Bi-weekly | \$ 2,878 | \$ 3,022 | \$ 3,173 | \$ 3,331 | \$ 3,498 |
| | | Monthly | \$ 6,235 | \$ 6,547 | \$ 6,874 | \$ 7,218 | \$ 7,579 |
| | | Annual | \$ 74,820 | \$ 78,561 | \$ 82,489 | \$ 86,613 | \$ 90,944 |
| 59-P | Police Sergeant | Hourly | \$ 36.8707 | \$ 38.7144 | \$ 40.6500 | \$ 42.6827 | \$ 44.8168 |
| | | Bi-weekly | \$ 2,950 | \$ 3,097 | \$ 3,252 | \$ 3,415 | \$ 3,585 |
| | | Monthly | \$ 6,391 | \$ 6,711 | \$ 7,046 | \$ 7,398 | \$ 7,768 |
| | | Annual | \$ 76,691 | \$ 80,526 | \$ 84,552 | \$ 88,780 | \$ 93,219 |

EXHIBIT "A"

Salary Table

General Services Unit

| RANGE | POSITION | | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------|---|-----------|------------|------------|------------|------------|------------|
| 28-G | | Hourly | \$ 16.6317 | \$ 17.4635 | \$ 18.3365 | \$ 19.2534 | \$ 20.2159 |
| | | Bi-weekly | \$ 1,331 | \$ 1,397 | \$ 1,467 | \$ 1,540 | \$ 1,617 |
| | | Monthly | \$ 2,883 | \$ 3,027 | \$ 3,178 | \$ 3,337 | \$ 3,504 |
| | | Annual | \$ 34,594 | \$ 36,324 | \$ 38,140 | \$ 40,047 | \$ 42,049 |
| 29-G | | Hourly | \$ 17.0476 | \$ 17.9000 | \$ 18.7952 | \$ 19.7351 | \$ 20.7216 |
| | | Bi-weekly | \$ 1,364 | \$ 1,432 | \$ 1,504 | \$ 1,579 | \$ 1,658 |
| | | Monthly | \$ 2,955 | \$ 3,103 | \$ 3,258 | \$ 3,421 | \$ 3,592 |
| | | Annual | \$ 35,459 | \$ 37,232 | \$ 39,094 | \$ 41,049 | \$ 43,101 |
| 30-G | | Hourly | \$ 17.4736 | \$ 18.3471 | \$ 19.2644 | \$ 20.2279 | \$ 21.2394 |
| | | Bi-weekly | \$ 1,398 | \$ 1,468 | \$ 1,541 | \$ 1,618 | \$ 1,699 |
| | | Monthly | \$ 3,029 | \$ 3,180 | \$ 3,339 | \$ 3,506 | \$ 3,682 |
| | | Annual | \$ 36,345 | \$ 38,162 | \$ 40,070 | \$ 42,074 | \$ 44,178 |
| 31-G | | Hourly | \$ 17.9106 | \$ 18.8063 | \$ 19.7466 | \$ 20.7341 | \$ 21.7707 |
| | | Bi-weekly | \$ 1,433 | \$ 1,505 | \$ 1,580 | \$ 1,659 | \$ 1,742 |
| | | Monthly | \$ 3,105 | \$ 3,260 | \$ 3,423 | \$ 3,594 | \$ 3,774 |
| | | Annual | \$ 37,254 | \$ 39,117 | \$ 41,073 | \$ 43,127 | \$ 45,283 |
| 32-G | Parks Maintenance Worker I | Hourly | \$ 18.3582 | \$ 19.2760 | \$ 20.2399 | \$ 21.2519 | \$ 22.3144 |
| | | Bi-weekly | \$ 1,469 | \$ 1,542 | \$ 1,619 | \$ 1,700 | \$ 1,785 |
| | | Monthly | \$ 3,182 | \$ 3,341 | \$ 3,508 | \$ 3,684 | \$ 3,868 |
| | | Annual | \$ 38,185 | \$ 40,094 | \$ 42,099 | \$ 44,204 | \$ 46,414 |
| 33-G | | Hourly | \$ 18.8173 | \$ 19.7582 | \$ 20.7462 | \$ 21.7837 | \$ 22.8731 |
| | | Bi-weekly | \$ 1,505 | \$ 1,581 | \$ 1,660 | \$ 1,743 | \$ 1,830 |
| | | Monthly | \$ 3,262 | \$ 3,425 | \$ 3,596 | \$ 3,776 | \$ 3,965 |
| | | Annual | \$ 39,140 | \$ 41,097 | \$ 43,152 | \$ 45,310 | \$ 47,576 |
| 34-G | Maintenance Worker I (Water, WWTP, Streets) Water System Utility Worker WWTP Maintenance Worker | Hourly | \$ 19.2880 | \$ 20.2524 | \$ 21.2649 | \$ 22.3284 | \$ 23.4447 |
| | | Bi-weekly | \$ 1,543 | \$ 1,620 | \$ 1,701 | \$ 1,786 | \$ 1,876 |
| | | Monthly | \$ 3,343 | \$ 3,510 | \$ 3,686 | \$ 3,870 | \$ 4,064 |
| | | Annual | \$ 40,119 | \$ 42,125 | \$ 44,231 | \$ 46,443 | \$ 48,765 |
| 35-G | | Hourly | \$ 19.7702 | \$ 20.7587 | \$ 21.7966 | \$ 22.8865 | \$ 24.0308 |
| | | Bi-weekly | \$ 1,582 | \$ 1,661 | \$ 1,744 | \$ 1,831 | \$ 1,922 |
| | | Monthly | \$ 3,427 | \$ 3,598 | \$ 3,778 | \$ 3,967 | \$ 4,165 |
| | | Annual | \$ 41,122 | \$ 43,178 | \$ 45,337 | \$ 47,604 | \$ 49,984 |

EXHIBIT "A"

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 | \$ 20.2644 | \$ 21.2779 | \$ 22.3418 | \$ 23.4591 | \$ 24.6322 |
| | | Bi-weekly | \$ 1,621 | \$ 1,702 | \$ 1,787 | \$ 1,877 | \$ 1,971 |
| | | Monthly | \$ 3,513 | \$ 3,688 | \$ 3,873 | \$ 4,066 | \$ 4,270 |
| | | Annual | \$ 42,150 | \$ 44,258 | \$ 46,471 | \$ 48,795 | \$ 51,235 |
| 37-G | | Hourly | \$ 20.7712 | \$ 21.8096 | \$ 22.9000 | \$ 24.0452 | \$ 25.2476 |
| | | Bi-weekly | \$ 1,662 | \$ 1,745 | \$ 1,832 | \$ 1,924 | \$ 2,020 |
| | | Monthly | \$ 3,600 | \$ 3,780 | \$ 3,969 | \$ 4,168 | \$ 4,376 |
| | | Annual | \$ 43,204 | \$ 45,364 | \$ 47,632 | \$ 50,014 | \$ 52,515 |
| 38-G | Maintenance Worker II | Hourly | \$ 21.2904 | \$ 22.3548 | \$ 23.4726 | \$ 24.6462 | \$ 25.8784 |
| | | Bi-weekly | \$ 1,703 | \$ 1,788 | \$ 1,878 | \$ 1,972 | \$ 2,070 |
| | | Monthly | \$ 3,690 | \$ 3,875 | \$ 4,069 | \$ 4,272 | \$ 4,486 |
| | | Annual | \$ 44,284 | \$ 46,498 | \$ 48,823 | \$ 51,264 | \$ 53,827 |
| 39-G | | Hourly | \$ 21.8226 | \$ 22.9139 | \$ 24.0596 | \$ 25.2625 | \$ 26.5255 |
| | | Bi-weekly | \$ 1,746 | \$ 1,833 | \$ 1,925 | \$ 2,021 | \$ 2,122 |
| | | Monthly | \$ 3,783 | \$ 3,972 | \$ 4,170 | \$ 4,379 | \$ 4,598 |
| | | Annual | \$ 45,391 | \$ 47,661 | \$ 50,044 | \$ 52,546 | \$ 55,173 |
| 40-G | Senior Parks Maintenance Worker Water Systems Specialist I WWTP Operator I WWTP Operator-In-Training / Lab Tech Trainee | Hourly | \$ 22.3683 | \$ 23.4865 | \$ 24.6611 | \$ 25.8942 | \$ 27.1889 |
| | | Bi-weekly | \$ 1,789 | \$ 1,879 | \$ 1,973 | \$ 2,072 | \$ 2,175 |
| | | Monthly | \$ 3,877 | \$ 4,071 | \$ 4,275 | \$ 4,488 | \$ 4,713 |
| | | Annual | \$ 46,526 | \$ 48,852 | \$ 51,295 | \$ 53,860 | \$ 56,553 |
| 41-G | | Hourly | \$ 22.9274 | \$ 24.0736 | \$ 25.2774 | \$ 26.5413 | \$ 27.8683 |
| | | Bi-weekly | \$ 1,834 | \$ 1,926 | \$ 2,022 | \$ 2,123 | \$ 2,229 |
| | | Monthly | \$ 3,974 | \$ 4,173 | \$ 4,381 | \$ 4,601 | \$ 4,831 |
| | | Annual | \$ 47,689 | \$ 50,073 | \$ 52,577 | \$ 55,206 | \$ 57,966 |
| 42-G | Senior Maintenance Worker Sewer Collection System Maintenance Worker | Hourly | \$ 23.5005 | \$ 24.6755 | \$ 25.9091 | \$ 27.2048 | \$ 28.5649 |
| | | Bi-weekly | \$ 1,880 | \$ 1,974 | \$ 2,073 | \$ 2,176 | \$ 2,285 |
| | | Monthly | \$ 4,073 | \$ 4,277 | \$ 4,491 | \$ 4,716 | \$ 4,951 |
| | | Annual | \$ 48,881 | \$ 51,325 | \$ 53,891 | \$ 56,586 | \$ 59,415 |
| 43-G | | Hourly | \$ 24.0880 | \$ 25.2923 | \$ 26.5567 | \$ 27.8846 | \$ 29.2788 |
| | | Bi-weekly | \$ 1,927 | \$ 2,023 | \$ 2,125 | \$ 2,231 | \$ 2,342 |
| | | Monthly | \$ 4,175 | \$ 4,384 | \$ 4,603 | \$ 4,833 | \$ 5,075 |
| | | Annual | \$ 50,103 | \$ 52,608 | \$ 55,238 | \$ 58,000 | \$ 60,900 |

EXHIBIT "A"

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 | \$ 24.6904 | \$ 25.9250 | \$ 27.2212 | \$ 28.5822 | \$ 30.0115 |
| | | Bi-weekly | \$ 1,975 | \$ 2,074 | \$ 2,178 | \$ 2,287 | \$ 2,401 |
| | | Monthly | \$ 4,280 | \$ 4,494 | \$ 4,718 | \$ 4,954 | \$ 5,202 |
| | | Annual | \$ 51,356 | \$ 53,924 | \$ 56,620 | \$ 59,451 | \$ 62,424 |
| 45-G | Equipment Mechanic | Hourly | \$ 25.3077 | \$ 26.5731 | \$ 27.9019 | \$ 29.2971 | \$ 30.7620 |
| | | Bi-weekly | \$ 2,025 | \$ 2,126 | \$ 2,232 | \$ 2,344 | \$ 2,461 |
| | | Monthly | \$ 4,387 | \$ 4,606 | \$ 4,836 | \$ 5,078 | \$ 5,332 |
| | | Annual | \$ 52,640 | \$ 55,272 | \$ 58,036 | \$ 60,938 | \$ 63,985 |
| 46-G | Environmental Compliance Officer Senior Sewer Collection System Maintenance Worker | Hourly | \$ 25.9404 | \$ 27.2375 | \$ 28.5995 | \$ 30.0293 | \$ 31.5308 |
| | | Bi-weekly | \$ 2,075 | \$ 2,179 | \$ 2,288 | \$ 2,402 | \$ 2,522 |
| | | Monthly | \$ 4,496 | \$ 4,721 | \$ 4,957 | \$ 5,205 | \$ 5,465 |
| | | Annual | \$ 53,956 | \$ 56,654 | \$ 59,487 | \$ 62,461 | \$ 65,584 |
| 47-G | | Hourly | \$ 26.5889 | \$ 27.9183 | \$ 29.3144 | \$ 30.7803 | \$ 32.3192 |
| | | Bi-weekly | \$ 2,127 | \$ 2,233 | \$ 2,345 | \$ 2,462 | \$ 2,586 |
| | | Monthly | \$ 4,609 | \$ 4,839 | \$ 5,081 | \$ 5,335 | \$ 5,602 |
| | | Annual | \$ 55,305 | \$ 58,070 | \$ 60,974 | \$ 64,023 | \$ 67,224 |
| 48-G | Senior Water System Specialist WWTP Operator II / Lab Technician WWTP Operator III | Hourly | \$ 27.2538 | \$ 28.6163 | \$ 30.0471 | \$ 31.5495 | \$ 33.1269 |
| | | Bi-weekly | \$ 2,180 | \$ 2,289 | \$ 2,404 | \$ 2,524 | \$ 2,650 |
| | | Monthly | \$ 4,724 | \$ 4,960 | \$ 5,208 | \$ 5,469 | \$ 5,742 |
| | | Annual | \$ 56,688 | \$ 59,522 | \$ 62,498 | \$ 65,623 | \$ 68,904 |
| 49-G | Heavy Equipment Mechanic | Hourly | \$ 27.9351 | \$ 29.3317 | \$ 30.7986 | \$ 32.3385 | \$ 33.9553 |
| | | Bi-weekly | \$ 2,235 | \$ 2,347 | \$ 2,464 | \$ 2,587 | \$ 2,716 |
| | | Monthly | \$ 4,842 | \$ 5,084 | \$ 5,338 | \$ 5,605 | \$ 5,886 |
| | | Annual | \$ 58,105 | \$ 61,010 | \$ 64,061 | \$ 67,264 | \$ 70,627 |
| 50-G | Senior Environmental Compliance Officer | Hourly | \$ 28.6337 | \$ 30.0654 | \$ 31.5688 | \$ 33.1471 | \$ 34.8043 |
| | | Bi-weekly | \$ 2,291 | \$ 2,405 | \$ 2,526 | \$ 2,652 | \$ 2,784 |
| | | Monthly | \$ 4,963 | \$ 5,211 | \$ 5,472 | \$ 5,746 | \$ 6,033 |
| | | Annual | \$ 59,558 | \$ 62,536 | \$ 65,663 | \$ 68,946 | \$ 72,393 |
| 51-G | | Hourly | \$ 29.3495 | \$ 30.8168 | \$ 32.3577 | \$ 33.9755 | \$ 35.6740 |
| | | Bi-weekly | \$ 2,348 | \$ 2,465 | \$ 2,589 | \$ 2,718 | \$ 2,854 |
| | | Monthly | \$ 5,087 | \$ 5,342 | \$ 5,609 | \$ 5,889 | \$ 6,184 |
| | | Annual | \$ 61,047 | \$ 64,099 | \$ 67,304 | \$ 70,669 | \$ 74,202 |

EXHIBIT "A"

Salary Table General Services Unit

| RANGE | POSITION | | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------|----------------|-----------|------------|------------|------------|------------|------------|
| 52-G | Electrician | Hourly | \$ 30.0832 | \$ 31.5875 | \$ 33.1668 | \$ 34.8250 | \$ 36.5663 |
| | | Bi-weekly | \$ 2,407 | \$ 2,527 | \$ 2,653 | \$ 2,786 | \$ 2,925 |
| | | Monthly | \$ 5,214 | \$ 5,475 | \$ 5,749 | \$ 6,036 | \$ 6,338 |
| | | Annual | \$ 62,573 | \$ 65,702 | \$ 68,987 | \$ 72,436 | \$ 76,058 |
| 53-G | | Hourly | \$ 30.8351 | \$ 32.3769 | \$ 33.9957 | \$ 35.6957 | \$ 37.4803 |
| | | Bi-weekly | \$ 2,467 | \$ 2,590 | \$ 2,720 | \$ 2,856 | \$ 2,998 |
| | | Monthly | \$ 5,345 | \$ 5,612 | \$ 5,893 | \$ 6,187 | \$ 6,497 |
| | | Annual | \$ 64,137 | \$ 67,344 | \$ 70,711 | \$ 74,247 | \$ 77,959 |
| 54-G | | Hourly | \$ 31.6058 | \$ 33.1861 | \$ 34.8452 | \$ 36.5875 | \$ 38.4168 |
| | | Bi-weekly | \$ 2,528 | \$ 2,655 | \$ 2,788 | \$ 2,927 | \$ 3,073 |
| | | Monthly | \$ 5,478 | \$ 5,752 | \$ 6,040 | \$ 6,342 | \$ 6,659 |
| | | Annual | \$ 65,740 | \$ 69,027 | \$ 72,478 | \$ 76,102 | \$ 79,907 |
| 55-G | | Hourly | \$ 32.3962 | \$ 34.0159 | \$ 35.7168 | \$ 37.5029 | \$ 39.3779 |
| | | Bi-weekly | \$ 2,592 | \$ 2,721 | \$ 2,857 | \$ 3,000 | \$ 3,150 |
| | | Monthly | \$ 5,615 | \$ 5,896 | \$ 6,191 | \$ 6,501 | \$ 6,826 |
| | | Annual | \$ 67,384 | \$ 70,753 | \$ 74,291 | \$ 78,006 | \$ 81,906 |
| 56-G | Electrician II | Hourly | \$ 33.2063 | \$ 34.8663 | \$ 36.6096 | \$ 38.4399 | \$ 40.3620 |
| | | Bi-weekly | \$ 2,657 | \$ 2,789 | \$ 2,929 | \$ 3,075 | \$ 3,229 |
| | | Monthly | \$ 5,756 | \$ 6,044 | \$ 6,346 | \$ 6,663 | \$ 6,996 |
| | | Annual | \$ 69,069 | \$ 72,522 | \$ 76,148 | \$ 79,955 | \$ 83,953 |
| 57-G | | Hourly | \$ 34.0365 | \$ 35.7385 | \$ 37.5255 | \$ 39.4019 | \$ 41.3721 |
| | | Bi-weekly | \$ 2,723 | \$ 2,859 | \$ 3,002 | \$ 3,152 | \$ 3,310 |
| | | Monthly | \$ 5,900 | \$ 6,195 | \$ 6,504 | \$ 6,830 | \$ 7,171 |
| | | Annual | \$ 70,796 | \$ 74,336 | \$ 78,053 | \$ 81,956 | \$ 86,054 |
| 58-G | | Hourly | \$ 34.8875 | \$ 36.6317 | \$ 38.4635 | \$ 40.3865 | \$ 42.4058 |
| | | Bi-weekly | \$ 2,791 | \$ 2,931 | \$ 3,077 | \$ 3,231 | \$ 3,392 |
| | | Monthly | \$ 6,047 | \$ 6,350 | \$ 6,667 | \$ 7,000 | \$ 7,350 |
| | | Annual | \$ 72,566 | \$ 76,194 | \$ 80,004 | \$ 84,004 | \$ 88,204 |
| 59-G | | Hourly | \$ 35.7596 | \$ 37.5476 | \$ 39.4250 | \$ 41.3962 | \$ 43.4659 |
| | | Bi-weekly | \$ 2,861 | \$ 3,004 | \$ 3,154 | \$ 3,312 | \$ 3,477 |
| | | Monthly | \$ 6,198 | \$ 6,508 | \$ 6,834 | \$ 7,175 | \$ 7,534 |
| | | Annual | \$ 74,380 | \$ 78,099 | \$ 82,004 | \$ 86,104 | \$ 90,409 |

EXHIBIT "A"

Salary Table

General Services Unit

| RANGE | POSITION | | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------|-----------------|-----------|------------|------------|------------|------------|------------|
| 60-G | Electrician III | Hourly | \$ 36.6538 | \$ 38.4865 | \$ 40.4111 | \$ 42.4317 | \$ 44.5534 |
| | | Bi-weekly | \$ 2,932 | \$ 3,079 | \$ 3,233 | \$ 3,395 | \$ 3,564 |
| | | Monthly | \$ 6,353 | \$ 6,671 | \$ 7,005 | \$ 7,355 | \$ 7,723 |
| | | Annual | \$ 76,240 | \$ 80,052 | \$ 84,055 | \$ 88,258 | \$ 92,671 |

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 Field / Court Monitor | Hourly | \$ 15.50 | Range Depending Upon Qualification | \$ 20.00 |
| CSD | Adult Sports Scorekeeper | Hourly | \$ 15.50 | Range Depending Upon Qualification | \$ 20.00 |
| CSD | Adult Sports Umpire / Referees (Paid Per Game) | Per Game | \$ 20.00 | Range Depending Upon Qualification | \$ 40.00 |
| Community Services - Aquatics Programs | | | | | |
| CSD | Aquatics Lead Guard | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |
| CSD | Aquatics Lifeguard | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |
| CSD | Aquatics Senior Guard | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 20.00 |
| CSD | Aquatics Manager | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 22.00 |
| Community Services - Enrichment Programs | | | | | |
| CSD | Enrichment Recreation Leader | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |
| CSD | Enrichment Site Coordinator | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |
| CSD | Program Instructor <small>(i.e. Tumbling Instructor, Dance Instructor, etc.)</small> | Program | | 70% of Program Revenue | |
| CSD | Tiny Tots Recreation Leader | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |
| CSD | Recreation Assistant | Hourly | \$ 15.50 | Range Depending Upon Qualification | \$ 18.00 |
| Community Services - Expanded Learning Programs | | | | | |
| CSD | Expanded Learning Assistant Site Coordinator | Hourly | \$ 16.00 | Range Depending Upon Qualifications | \$ 22.00 |
| CSD | Expanded Learning Literacy Coordinator | Hourly | \$ 16.00 | Range Depending Upon Qualifications | \$ 22.00 |
| CSD | Expanded Learning Program Instructor | Hourly | \$ 20.00 | Range Depending Upon Qualifications | \$ 50.00 |
| CSD | Expanded Learning Recreation Leader | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 20.00 |
| CSD | Expanded Learning Site Coordinator | Hourly | \$ 19.00 | Range Depending Upon Qualifications | \$ 28.00 |
| Community Services - Preschool Program | | | | | |
| CSD | Preschool Teacher | Hourly | \$ 16.00 | Range Depending Upon Qualifications | \$ 20.00 |
| CSD | Preschool Teachers Aide | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |
| Community Services - Youth Sports Programs | | | | | |
| CSD | Youth Sports Field / Court Monitor | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |
| CSD | Youth Sports Scorekeeper | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |
| CSD | Youth Sports Umpire / Referees (Paid Per Game) | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |
| Community Services - Other Part-Time Positions | | | | | |
| CSD | Community Center Event Coordinator | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |
| CSD | River Cashier | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 18.00 |

EXHIBIT "A"

Salary Table

Part-Time Employees

| DEPT | POSITION | PAY FREQUENCY ~ PAY RANGE ~ SPECIAL TERMS | | | |
|--|--|---|---|-------------------------------------|------------|
| Fire Department - Part-Time Positions | | | | | |
| Fire | Assistant Life Safety / Code Officer | Hourly | \$ 16.00 | Range Depending Upon Qualification | \$ 21.00 |
| Police Department - Part-Time Reserve Positions | | | | | |
| Police | Contract Reserve Officer (40 hours per week) | Hourly | * Ties to 50-P for Police Officer for RPOA Schedule | | \$ 29.5231 |
| Police | Reserve Officer | Hourly | | | \$ 20.00 |
| Police | Reserve Community Service Officer | Hourly | \$ 15.50 | Range Depending Upon Minimum Wage | \$ 18.00 |
| Police | Reserve Dispatcher | Hourly | \$ 20.00 | Range Depending Upon Qualification | \$ 35.00 |
| Part-Time Positions in Multiple Departments | | | | | |
| All Dept's | Office Assistant | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 21.00 |
| All Dept's | Laborer | Hourly | \$ 15.50 | Range Depending Upon Qualification | \$ 21.00 |
| Public Works - Part-Time Positions | | | | | |
| Public Works | Equipment Operator | Hourly | \$ 17.00 | Range Depending Upon Qualification | \$ 24.00 |
| Public Works | Mechanic Assistant | Hourly | \$ 15.50 | Range Depending Upon Qualification | \$ 20.00 |
| Part-Time Retired Annuitants | | | | | |
| All Dept's | CalPERS Retired Annuitants (TBD by Job Duties) | Hourly | \$ 15.50 | Range Depending Upon Qualifications | \$ 26.00 |

RESOLUTION NO. 2023-041

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 \$80.00 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 \$100.00 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. All Life Safety/Code Officer Positions: Annual rate 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.

8. Vehicle Allowance – Executive Management

A. \$500.00 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 City Manager and Assistant City Manager shall receive \$800.00 per month in lieu of a take-home City vehicle. This section shall revise the monthly car allowance amount listed in *Section 6. Automobile Allowance* in the City Manager Employment Agreement dated August 22, 2011.

9. Salary & Stipends

Employees shall receive a 4.0% COLA effective July 1, 2023.

10. Longevity Pay

Employees who have completed service milestones may receive longevity pay based on their cumulative full-time years of service. Longevity pay shall be pensionable and

considered base pay for purposes of calculating other employment benefits and special compensation. Benefit tiers shall be as follows:

- Beginning at year 10, 5.0% of base salary
- Beginning at year 15, 7.5% of base salary
- Beginning at year 20, 10% of base salary

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 Engineer
Assistant Water System Supervisor
Battalion Chief
Building Official
Capital Projects / Airport Manager
City Engineer (Division Head)
City Planner
Facilities Supervisor
Fire Lieutenant (NEW)
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 and Mid-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 eighty (80) hours of accrued vacation time bought back by the City. Employees are limited to two (2) buy-backs per fiscal year, not to exceed 80 hours. 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
 - i. The City shall maintain a Life Insurance policy that is equal to the employee's annual base salary, as adopted on the Master Salary Table (rounded to the nearest \$1,000) including applicable Longevity Pay, for an Unrepresented employee whose base salary exceeds \$50,000
 - ii. The City shall maintain a Life Insurance policy that is equal to \$50,000 for an Unrepresented employee whose base salary is less than or equal to \$50,000
- 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 PEPRAs Members - PEPRAs 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
Assistant Planner (**FLSA Overtime Exempt**)
Associate Planner (**FLSA Overtime Exempt**)
Building Inspector I
Building Inspector II
Building Permit Technician
CAD Technician
Community Development Technician
Engineering Assistant
Engineering Technician
Executive Assistant
Human Resources Analyst (**FLSA Overtime Exempt**)
Human Resources Technician
Life Safety / Code Officer
Recreation Site Lead (NEW)
Senior Building Inspector
Senior Engineering Assistant (FLSA Overtime Exempt)
Senior Life Safety / Code Officer
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.

- 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 1, 2023 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 13th day of June, 2023, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

AMENDMENT #3 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Agreement”), is made and entered into by the City of Reedley (“City”) and the Greater Reedley Chamber of Commerce (“Chamber”), a California non-profit public benefit corporation.

RECITALS

WHEREAS, On June 26, 2012, the City Council approved a Professional Services Agreement with the Greater Reedley Chamber of Commerce stipulating a \$50,000 annual fee for services provided to the City and Community; and

WHEREAS, Beginning in March 2020, the effects and impact of the mitigation efforts and community response to the coronavirus (COVID-19) pandemic caused the City to request additional services and support from the Chamber; and

WHEREAS, on March 24, 2020, the City Council approved Amendment #1 to the Professional Services Agreement with the Chamber for the fiscal year ending June 30, 2020, whereupon the City paid the Chamber an additional one-time payment of \$5,000 for services rendered to the City and in support of the business community in light of the unprecedented effects and containment efforts of the coronavirus (COVID-19) pandemic; and

WHEREAS, on August 25, 2020, the City Council approved Amendment #2 to the Professional Services Agreement with the Chamber granting an additional one-time payment of \$25,000 in light of the unprecedented effects and containment efforts of the coronavirus (COVID-19) pandemic, and due to the City’s need for the Chamber’s enhanced support of the business community continues into the new fiscal year; and

WHEREAS, on August 25, 2020, the City Council approved Amendment #2 to the Professional Services Agreement with the Chamber granting an additional one-time payment of \$25,000 in light of the unprecedented effects and containment efforts of the coronavirus (COVID-19) pandemic, and due to the City’s need for the Chamber’s enhanced support of the business community continues into the new fiscal year; and

NOW, THEREFORE, the parties hereto agree to replace Section 4. Compensation of the Agreement in its entirety as follows:

4. Compensation

Effective fiscal year beginning July 1, 2023, the Chamber shall be paid a flat fee of \$75,000 annually for the services described above. The fee shall be paid in equal quarterly installments of on July 1st, October 1st, January 1st, and April 1st. Payments will be made no later than 30 days after the beginning of each quarter of this Agreement. The annual fee amount for all subsequent fiscal years beginning after June 30, 2024 shall be subject to City Council budget appropriation, and will not require an amendment to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 effective as of the date written below.

City of Reedley

Greater Reedley Chamber of Commerce

By: _____
Nicole R. Zieba
City Manager

By: _____
Erik Valencia
President & CEO

Date: _____

Date: _____

**AMENDMENT TO
GOVERNMENT AFFAIRS CONSULTING AGREEMENT (#1)**

THIS AMENDMENT TO GOVERNMENT AFFAIRS CONSULTING AGREEMENT ("Amendment") is made and entered into this 1st day of July 2023 by and between the City of Reedley, a municipal government ("Client") and Townsend Public Affairs, Inc., a California corporation ("TPA").

RECITALS

- A. TPA and Client have entered into that certain Government Affairs Consulting Agreement dated as of May 1, 2016 ("Contract").
- B. The parties to this Amendment desire to change the fee of the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

- 1. Effective January 1, 2024, the following shall replace Section 4 of the Contract in its entirety:

Section 4. Compensation: Client shall pay Consultant \$4,500.00 per month as sole and complete compensation for Consultant's Services. Consultant shall provide client with a written invoice monthly. Client shall pay each invoice within 30 days of receipt. It is the intention of the parties to this Agreement that the Services rendered hereunder and the payments made therefor are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result. The parties hereto agree that such sums as are paid pursuant to this Agreement shall be deemed to be the reasonable value of services rendered hereunder

- 2. All other terms and conditions of the Contract, except as set forth herein, shall remain in full force and effect.

WHEREFORE, this Amendment is executed by the parties as of the date set forth above.

CLIENT: CITY OF REEDLEY
a municipal government

By: _____
Name: _____
Title: _____

TPA: TOWNSEND PUBLIC AFFAIRS, INC.
a California corporation

By:  _____
Name: Christopher Townsend
Title: President

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AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT, ("Amendment I"), is made this ____ day of _____, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the CITY OF REEDLEY ("Subrecipient").

WITNESSETH

WHEREAS, the County has received funds to administer and implement the program for the Community Development Block Grant Coronavirus Response ("CDBG-CV") Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), the Coronavirus Aid, Relief, and Economic Security Act, ("CARES Act"); Public Law 93-383; and the laws of the State of California; and

WHEREAS, on July 12, 2022, the County and the Subrecipient entered into Agreement 22-314, ("Agreement"), whereby \$92,172.41 in CDBG-CV funds were made available to the Subrecipient for the Reedley Senior Meals, Project No. CV19571 ("Project"), for CDBG-CV funding; and

WHEREAS, on May 26, 2023, the Director of the Department of Public Works and Planning approved an extension to the close out date of the project to October 31, 2023, per the terms of Section VII, Paragraph D; and

WHEREAS, the County has \$10,168 remaining from its allocation of CDBG-CV funds that may be made available to the Project for use in the unincorporated portion of the County; and

WHEREAS, the Subrecipient has requested these additional CDBG-CV funds in the amount of \$10,168 be made available to the Project for the purposes of this Agreement.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the Subrecipient and the County agree to amend the Agreement as follows:

1. Page 1, Lines 17-19, is amended to read:

"WHEREAS, the Subrecipient has estimated that the total cost of the Project is \$102,340.41, and has requested the sum of \$102,340.41 from the County's allocation of CDBG-CV funds to complete the Project; and"

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IN WITNESS WHEREOF, the parties have executed this Amendment I as of the day and year first hereinabove written.

CITY OF REEDLEY
SUBRECIPIENT

COUNTY OF FRESNO

By: _____
Nicole Zieba, City Manager

Sal Quintero, Chairman of the
Board of Supervisors of the
County of Fresno

Date: _____

Date: _____

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNTNO: 7885
PROJECT NO: CV19571
ACTIVITY CODE: 7307

REMIT TO:
City of Reedley
Attn: Nicole Zieba, City Manager
1717 9th Street
Reedley, CA 93654
Telephone: (559) 637-4200

JA:MV:
G:\7205ComDev\Agendas-Agreements\2023\0718_Reedley Senior Meals CDBG 19571-CV Amend 1_AGT.docx
May 24, 2023



REEDLEY CITY COUNCIL

FILE COPY

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

ITEM NO: 6

DATE: May 23, 2023

TITLE: APPROVE THE FOLLOWING ACTIONS TO FUND THE 2023-24 EXPANDED LEARNING PROGRAMS (ELP) AT T L REED AND WASHINGTON SCHOOL SITES:

- A) APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) TO PROVIDE SERVICES FOR THE EXPANDED LEARNING PROGRAMS (ELP) AND SUPPORTING DOCUMENTS
- B) APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) FOR STUDENT SUPPORT SERVICES
- C) APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) TO PROVIDE INTERNSHIPS FOR REEDLEY HIGH SCHOOL STUDENTS
- D) APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SITE CONTRACTS WITH FRESNO COUNTY SUPERINTENDENT OF SCHOOLS (FCSS) AND SUPPORTING DOCUMENTS

SUBMITTED: Sarah Reid
Community Services Director

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Approve the following actions to fund the 2023-24 Expanded Learning Programs (ELP) at T L Reed and Washington School sites: A) Approve and authorize the City Manager to sign a Memorandum of Understanding (MOU) with Kings Canyon Unified School District (KCUSD) to provide services for the Expanded Learning Programs (ELP) and supporting documents; B) Approve and authorize the City Manager to sign the Memorandum of Understanding with Kings Canyon Unified School District

(KCUSD) for Student Support Services; C) Approve and authorize the City Manager to sign a Memorandum of Understanding (MOU) with the Kings Canyon Unified School District (KCUSD) to provide internships for Reedley High School students; and D) Approve and authorize the City Manager to sign the Site Contracts with Fresno County Superintendent of Schools (FCSS) and supporting documents.

EXECUTIVE SUMMARY

The City of Reedley has provided services for the Expanded Learning Programs (ELP) at T L Reed and Washington School sites since 2006. Over the years, staff has seen the programs evolve and grow to meet the needs of the district as priorities and funding sources have changed. New this year, KCUSD has decided to no longer work with Save the Children so the City of Reedley will not have an agreement with this organization. KCUSD has elected to pick up the costs lost from this funding source with the Expanded Learning Opportunity Program (ELOP) funding provided by the State.

There is continuous conversation between the City of Reedley, KCUSD and Community Youth Ministries (CYM) around the best use of the ELOP funding and how to best support students and program needs. Last year the City of Reedley added a full time Recreation Coordinator to oversee both sites and assist with planning for field trips, vendor services and paperwork needed to justify the purchases because of all the additional funding provided by ELOP. This employee mentors the Site Coordinators and site staff by assisting with daily operations to ensure program success. The City of Reedley also converted a part time Office Assistant to a full time Staff Assistant position. This employee works for both the Administrative Services Department and the Community Services Department as a support staff for processing invoices, purchase requests and backup documentation for the monthly audit by KCUSD for the ELOP funding. ELOP funding pays for 2/3 of the employee's salary and benefits with the remaining 1/3 of salary and benefits expenses paid out of the City of Reedley General Fund.

Going into next school year the City of Reedley, KCUSD and CYM have a better understand of what is needed to continue supporting ELP and where best to allocate funding. More funding is being recommended to support professional development. The City of Reedley experienced consistent turnover throughout the school year and this creates a challenge with providing new staff with the tools needed to be successful. A dedicated effort will be put on continuous professional development opportunities throughout the school year. The Reedley High School Intern Program was a success and will continue into next school year. More funding is being allocated to this program to start the interns in September with seven (7) interns in each program. The amount of work required to manage programs of this magnitude has been recognized and was a challenge for part time Site Coordinators to accomplish this successfully with limited hours. Many districts are moving to full time Site Leads to provide staff enough time to meet program demands. KCUSD is considering this and if approved staff will come back at a later date with a recommendation for moving in this direction. Program quality has improved due to the activities, field trips and vendor services offered to students. Funding these experiences will stay a high priority to support student recruitment and retention.

The City of Reedley will continue to provide support during the regular day with two (2) employees at Washington Elementary and three (3) employees at T L Reed school. The staff work directly with the school administration addressing and covering areas of need for that day. The City of Reedley hires, trains and monitors these employees.

The City of Reedley signed a Master Program Provider Agreement in July of 2022 to continue as the service provider for funding associated with the After School Education and Safety grant (ASES). Because of this, the City of Reedley is only required to submit the Site Contracts which layouts the staff costs for the 2023-24 school year. All staff hourly wages and terms fall under the Master Program Provider Agreement.

FISCAL IMPACT

Program details and budget amounts were not available in time to be included in the City of Reedley Proposed 2023-24 Fiscal Year Budget. Staff will bring to the City Council a budget amendment at a future date requesting additional appropriations to align expenditures and revenues with all ELP contracts for the 2023-24 school year.

PRIOR COUNCIL ACTIONS

On June 14, 2022 City Council approved the Master Program Provider Agreement with FCSS to continue acting as the service provider for funding related to the ASES grant. This agreement has a three (3) year term with an option of two 1-year extensions.

ATTACHMENTS

1. Memorandum of Understanding with the KCUSD to provide services for the ELP
2. Memorandum of Understanding with the KCUSD for Student Support Services
3. Memorandum of Understanding with the KCUSD to provide internships for Reedley High School students
4. FCSS Site Contracts for ASES funding