

**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, March 9, 2021

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

The Council Chambers are accessible to the physically disabled. Requests for additional accommodations for the disabled, including auxiliary aids or 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.

SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION DUE TO COVID-19

In recognition of the guidance from the California Department of Public Health in response to the COVID-19 pandemic, those who choose to attend the City Council meeting physically must wear a mask or face covering and practice social distancing by remaining at least 6 feet apart from other attendees. Hand sanitizer will be available at the entrance to the Council Chambers for use upon entering and exiting the room. If you are sick, please do not attend the meeting in person.

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

PLEASE SEE LAST PAGE OF AGENDA FOR ZOOM PARTICIPATION INSTRUCTIONS

Mary L. Fast, Mayor

Robert Beck, Mayor Pro Tem
Ray Soleno, Council Member

Anita Betancourt, Council Member
Matthew Tuttle, Council Member

MEETING CALLED TO ORDER

INVOCATION – Russ Robertson, Public Works Director

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. RECOGNITION OF RETIREMENT OF FIREFIGHTERS ROB LEDINGTON, ERIC LAEMMLEN AND BRUCE HUNTER
2. RECOGNITION OF ROBERT TAKACS FOR HIS CONTRIBUTIONS TO THE MEASUREMENT COMMITTEE

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

NOTICE TO PUBLIC

CONSENT AGENDA items are considered routine and a recommended action for each item is included, and will be voted upon as one item. If a Councilmember has questions, requests additional information, or wishes to comment on an item, the vote should not be taken until after questions have been addressed or comments made, and the public has had an opportunity to comment on the **Consent Agenda** items. If a Councilmember wishes to have an item considered individually or change the recommended action, then the item should be removed and acted upon as a separate item. A Councilmember's vote in favor of the **Consent Agenda** is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of the **Consent Agenda** are deemed to include a motion to waive the full reading of any ordinance on the **Consent Agenda**. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered **Consent** items.

CONSENT AGENDA (Item 3-4)

Motion _____ **2nd** _____

3. APPROVAL OF MINUTES OF THE SPECIAL AND REGULAR COUNCIL MEETINGS OF FEBRUARY 23, 2021 - (City Clerk)
Staff Recommendation: Approve
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF REEDLEY, BETWEEN THE CITY OF REEDLEY AND COMMUNITY YOUTH MINISTRIES FOR THE RESTORATIVE JUSTICE INITIATIVE FOR THE REMAINDER OF THE 2020-2021 FISCAL YEAR--(Police Department)
Staff Recommendation: Approve

ADMINISTRATIVE BUSINESS

5. APPROVE DESIGN CONCEPT, AND AUTHORIZE THE CITY MANAGER TO MAKE NON-SUBSTANTIVE CHANGES TO THE PROPERTY OWNER AGREEMENT CONCERNING PLACEMENT, SIZE AND FINAL DESIGN DEPENDING ON THE NEEDS OF THE ARTIST, PROPERTY OWNER AND/OR STRUCTURE LIMITATIONS FOR A

PAINTED MURAL ON THE WEST-FACING WALL OF THE CORTEZIA STYLING SALON BUILDING LOCATED AT 1452 11TH STREET - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Community Development/Police Department)

Staff Recommendation: Approve

6. APPROVE ITEMS RELATED TO THE MANDATED 2020 US CENSUS ANALYSIS AND REDISTRICTING PROCESS:

A. AUTHORIZE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH NATIONAL DEMOGRAPHICS CORPORATION FOR DATA ANALYSIS, MAPPING, AND PUBLIC FACILITATION SERVICES

B. ADOPT RESOLUTION 2021-012 AMENDING THE 2020-2021 ADOPTED BUDGET APPROPRIATING \$25,000 IN THE GENERAL FUND FOR REDISTRICTING SERVICES.

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

Staff Recommendation: Approve

WORKSHOP

7. WORKSHOP- LOCAL AGENCY FORMATION COMMISSION (LAFCO) EXECUTIVE DIRECTOR DAVID FEY PRESENTING ON THE MISSION AND GOALS OF FRESNO LAFCO

8. WORKSHOP TO DISCUSS THE DOWNTOWN VIBRANCY PROJECT PLAN AS PRESENTED TO THE DOWNTOWN STREETScape COMMITTEE

RECEIVE INFORMATION & REPORTS

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

9. DECEMBER 2020 TEMPORARY BUSINESS ASSISTANCE PROGRAM REPORT OF UTILIZATION– (Administrative Services)

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 4th day of March 2021.


Ruthie Greenwood, City Clerk

Zoom Participation:

The City Council is encouraging members of the public to observe and participate in the Council meeting virtually, to maximize the safety of all meeting participants. Reasonable efforts will be made to allow written and verbal comments from participants communicating with the host of the virtual meeting. To do so, participants may “raise their hand” during public comment portions of the meeting using the electronic feature on the zoom program, and the City Clerk will inform the Mayor of the participant’s desire to provide public comment. Due to the new, untested format of these meetings, the City cannot guarantee that participants who wish to provide public comment, either in writing or verbally, will occur as expected. The “chat” feature on Zoom will not be monitored or used during the meeting.

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

Thank you for your cooperation. Our community’s health and safety is our highest priority.

Dates to Remember:

- March 23, 2021 – Regular Council Meeting
- April 13, 2021 – Regular Council Meeting
- April 27, 2021 – Regular Council Meeting

REEDLEY CITY COUNCIL SPECIAL MEETING – February 23, 2021

The special meeting of the Reedley City Council was called to order by Mayor Fast at 4:45p.m. on Tuesday, February 23, 2021 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

ROLL CALL

Council Members

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

Absent: Ray Soleno

WORKSHOP

ETHICS TRAINING AS REQUIRED BY AB1234

City Attorney conducted a two hour bi-annual training as required by AB1234.

ADJOURNMENT

Mayor Fast adjourned the special meeting at 6:56 p.m.

Mary Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

REEDLEY CITY COUNCIL MEETING – February 23, 2021

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

The meeting of Reedley City Council called to order by Mayor Fast at 7:03 p.m. on Tuesday, February 23, 2021 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Pastor Virgil Miller, Christ Lutheran Church

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Soleno.

ROLL CALL

Council Members

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

Absent: None.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

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

Motion unanimously **carried**.

PUBLIC COMMENT

None.

CONSENT AGENDA (Item 1-5)

Motion _____ 2nd _____

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

1. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF FEBRUARY 9, 2021 - *Approved*
2. RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GIANTS COMMUNITY FUND ALLOWING THE CITY OF REEDLEY TO PROVIDE THE JR. GIANTS BASEBALL PROGRAM - *Approved*
3. RATIFY AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE YEAR AGREEMENT WITH FRESNO COUNTY RURAL TRANSIT AGENCY FOR LAW ENFORCEMENT SERVICES ON TRANSIT VEHICLES – *Approved*
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AGREEMENT ADDENDUMS WITH THREE CONSULTING FIRMS TO CONTINUALLY PERFORM ON-CALL PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT:
 - A. 4LEAF, INC.
 - B. INTERWEST CONSULTING GROUP
 - C. RINCON CONSULTANTS, INC.*Approved*
5. ADOPT RESOLUTION 2021-004 DECLARING LISTED VEHICLES AND EQUIPMENT AS SURPLUS – *Approved*

WORKSHOP

6. WORKSHOP ON CALPERS’ STATUS AND IMPACTS TO THE CITY OF REEDLEY

REEDLEY CITY COUNCIL MEETING – February 23, 2021

Assistant City Manager Paul Melikian provided a brief overview of CalPERS and the City contributions. Mr. Melikian also addressed the City of Reedley's unfunded pension liability and options to address it.

Public Comment

None.

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.

7. REEDLEY COMMUNITY SERVICES COMMISSION MINUTES OF REGULAR MEETING OF OCTOBER 29, 2020

COUNCIL REPORTS

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

Council Member Betancourt:

- Thanked staff for the sidewalk on Duff Avenue.
- The new Buttonwillow Avenue sidewalk project moving along and thought it made the pedestrians in the community safer.
- Inquired about Parlier Avenue pavement project

Council Member Beck:

- Thanked Adventist and Kings Canyon Unified Staff for another well-organized drive through event.

Council Member Tuttle:

- Met with County Supervisor Mendez.
- Requested extra patrol at the Reedley Cemetery.
- Inquired about Aspen road paving project.

Mayor Fast:

- Thanked staff for the repaving the road at Columbia and Washington

STAFF REPORTS

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

City Manager, Nicole Zieba

- Provided an update on COVID statistics and vaccinations occurring in Reedley.

Police Chief, Jose Garza

- Invited Council to attend annual Flag Lowering Ceremony and Blood Drive honoring fallen Police Officer Javier Bejar.

CLOSED SESSION

10. Government Code Section 54956.9
Conference with legal counsel – Anticipated Litigation
Significant exposure to litigation pursuant to Subdivisions (d)(2) and (e)(1) of Section 54956.9
One potential case

CLOSED SESSION at 8:03 p.m.

Meeting reconvened to OPEN SESSION at 8:40 p.m.

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

REEDLEY CITY COUNCIL MEETING – February 23, 2021

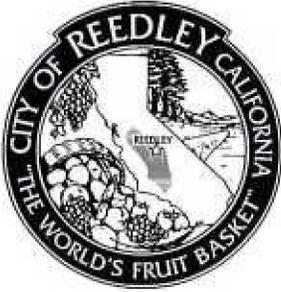
ADJOURNMENT

Mayor Fast adjourned the regular meeting at 8:40 p.m.

Mayor Mary Fast

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 4

DATE: March 9, 2021

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF REEDLEY, BETWEEN THE CITY OF REEDLEY AND COMMUNITY YOUTH MINISTRIES FOR THE RESTORATIVE JUSTICE INITIATIVE FOR THE REMAINDER OF THE 2020-2021 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 Community Youth Ministries (CYM) for the Restorative Justice Initiative (RPBI) for the remainder of the 2020-2021 fiscal year.

EXECUTIVE SUMMARY

The Reedley Police Department received \$17,000 from KCUSD to assist in providing a Restorative Justice Director for RPBI during the 20-21 FY. This funding was allocated in a previous agreement between the City of Reedley, KCUSD and MCC for a Restorative Justice Director for the 2020-2021 FY. The City has also allocated \$19,000 for a combined funding total of \$36,000 for the RPBI Restorative Justice Program Director and administrative costs and supplies.

On February 24, 2021 due to unforeseen circumstances, the Restorative Justice Director (Jake Harder) resigned his position with Mennonite Central Committee (MCC), and was subsequently hired by CYM to continue as the Restorative Justice Director. This new agreement between City and CYM is being requested to fund the Director position for the remainder of the FY so there is no gap in service or operation of the RPBI program. The change in agreement was discussed and approved by KCUSD Administration for the use of their allocated funds.

BACKGROUND

Jake Harder officially became the RPBI Director January 1, 2018 and continues to be focused on efficiency, forward progress and maintenance of the case management system. He also serves as the "in house" trainer for restorative justice case mediation. He will continue in this role moving forward as a CYM employee. Jennifer Jantzen and Ruben Alvarez (also current CYM employees) continue to be Case Managers under Director Jake Harder for all Reedley and Orange Cove KCUSD schools. As a team they have proven to be effective and efficient in sustaining the RPBI and CYM continues to show commitment and partnership to our Restorative Justice efforts.

FISCAL IMPACT

The previously budgeted amounts of \$17,000 by KCUSD and \$19,000 by CITY will be used to fund the Director position with CYM through the remainder of 20-21 FY. Based on salary / benefit changes during the move from MCC to CYM, there is a requested increase from CITY in the amount of \$2,045 to complete this agreement.

The CITY will make at one time payment in the amount of \$26,245 to CYM upon invoice for services provided by the CYM RPBI Director.

PRIOR COUNCIL ACTIONS

The City Council approved similar MOU's, beginning in 2013 and continuing through 2020.

1. Memorandum of Understanding 2021 (CITY and CYM)

**MEMORANDUM OF UNDERSTANDING
2020-2021**

This Memorandum of Understanding (MOU) is entered into between the **City of Reedley (CITY)** and **Community Youth Ministries (CYM)** for the purposes of describing the arrangement between the CITY and CYM pertaining to the **Reedley Peace Building Initiative Restorative Justice System (RPBI)**.

The CITY and CYM agree to the following:

1. DESCRIPTION OF PAYMENT / SERVICES TO BE PROVIDED:

- a) Beginning on **February 23, 2021**, and continuing through **June 30, 2021** (Term), CYM designates Jake Harder, an individual, who is an employee of CYM, to be and serve as the CONSULTANT under this MOU to provide services to CITY to coordinate and direct RPBI Restorative Justice practices within the Kings Canyon Unified School District (KCUSD), with primary focus on Reedley High School (RHS), and secondary focus on elementary and middle schools.
- b) During the Term of this MOU, CYM designates and directs CONSULTANT to work closely with the Reedley Police Department to maintain consistency and assure sustainability in RBPI Restorative Justice juvenile cases in KCUSD schools. Specifically, CONSULTANT shall direct the RPBI Restorative Justice Program at RHS with accountability to the Reedley Police Department; work collaboratively with KCUSD staff and partner agencies (i.e. CYM); coordinate the recruitment, training, and assignment of community volunteer mediators for all KCUSD schools; determine eligibility of cases for RPBI; ensure assignment of mediators and completion of cases; and provide up to date follow-up and reporting.
- c) **During the Term of this MOU**, CYM designates and directs CONSULTANT to assist the Reedley Police Department with ongoing management of a database system to encompass current and past case information. CONSULTANT shall work closely with the RPBI Case Manager from CYM to ensure that the database is managed and consistently up to date with all pertinent case information. The Reedley Police Department shall have full access to the database.

2. SCHEDULE OF PERFORMANCE REPORTS/WORK-IN-PROGRESS TO BE SUBMITTED BY CONSULTANT TO CITY:

CYM designates and directs CONSULTANT to be available for in person meetings and submit written reports or updates weekly as requested to CITY and KCUSD. Primary reporting shall be with the Reedley Police Department RPBI leadership.

3. PERFORMANCE STANDARDS:

CYM agrees to use its best efforts to accomplish the goals described above, advance the mission RPBI Restorative Justice initiatives in KCUSD, and uphold their values.

4. BUDGET:

a) Amount CITY will pay to CYM; \$ 26,245:

The CITY agrees to pay CYM directly for services provided by CONSULTANT (Jake Harder) to direct / operate the RPBI program.

b) Schedule of payments:

- Total of \$ 26,245 to be invoiced to CITY by CYM after March 1, 2021 as compensation for services rendered by CYM during the Term of this MOU.

5. CITY and CYM expressly understand and agree that CYM's and CONSULTANT's performances under this MOU is as an independent contractor and not as an agent or employee of the CITY. CONSULTANT'S services under this MOU is at the direction of CYM. Nothing described in this MOU, or the manner in which services are performed or payments are made is intended to create an employer-employee relationship between CITY and CYM, or CITY and CONSULTANT, and no such relationship shall be deemed to be created or exist at any time by virtue of this MOU. CYM shall be solely responsible for and hold CITY harmless from all matters relating to payments to CONSULTANT or any of CYM's employees, including but not limited to payments of applicable compensation and benefits, compliance with applicable employer and employee withholding, and all other regulations and legal requirements governing such employee matters. Neither CYM, CONSULTANT, nor any CYM employee or representative shall be entitled to any medical, health, disability, life or property insurance or coverage maintained or provided by CITY. Prior to commencement of services required by this Agreement, CONSULTANT must confirm that he has medical insurance coverage for the Term of this MOU. In the interpretation of this MOU and the relations between CITY, CYM, and CONSULTANT, the parties intend that neither CYM, CONSULTANT, nor any of CYM's employees shall be held or deemed in any way to be an agent, employee, or official of the CITY. CYM shall indemnify and hold the CITY harmless from any liability resulting to the CITY if an employment relationship is found or determined to exist between CITY and CYM, CITY and CONSULTANT, or CITY and any of CYM'S employees or representatives.

6. CYM shall indemnify, defend and hold the CITY, its officials, officers, employees, and agents harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of CYM and/or CONSULTANT relating to or arising out of the performance of services under this MOU, except to the extent such damages, losses, expenses, or liability are the result of CITY's negligence or willful misconduct. The obligations in this section shall survive the expiration or termination of this MOU for any matters accruing during the Term of this MOU.

7. All writings, photographs, transparencies, products, and materials delivered by CONSULTANT to KCUSD or CITY in fulfillment of this MOU shall be the sole property of KCUSD and CITY, respectively. All information related to criminal cases, including but not limited to those listed above, shall be the sole property of CITY.
8. In the course of providing the services and/or products pursuant to this MOU, CYM and CONSULTANT may be required to access information that is confidential to KCUSD or CITY, or personal information about constituents, employees and/or contractors. CYM and CONSULTANT shall keep all such information confidential and may collect, use and disclose such information only as authorized by KCUSD or CITY, respectively. Without limiting the foregoing, CYM specifically agrees, on behalf of itself and CONSULTANT, to:
 - a) Protect and safeguard all confidential/personal information in a manner that meets or exceeds normal business standards.
 - b) Collect, use, and disclose confidential/personal information only for the identified purposes as specified by KCUSD or CITY from time to time.
 - c) Acknowledge that confidential/personal information supplied by the KCUSD and CITY shall remain the exclusive property of KCUSD and CITY.
 - d) Not copy, disclose, convey, or transfer any confidential/personal information to a third party without the prior written consent of KCUSD or CITY, respectively.
 - e) Indemnify and hold harmless KCUSD and CITY and/or any of their respective employees, officials, and officers from losses resulting from CYM's or CONSULTANT's breach of these provisions.

9. NON-DISPARAGEMENT

CYM, on behalf of itself and CONSULTANT, agrees not to make any disparaging statements to any person or entity about CITY, its officers, directors, employees, or programs. A disparaging statement is any communication which could reasonably be expected to cause the recipient of the communication to substantially question the business condition, integrity, competence, fairness, or good character of the person or entity. This Section shall survive the expiration or termination of this MOU.

10. EFFECTIVENESS, DURATION AND TERMINATION

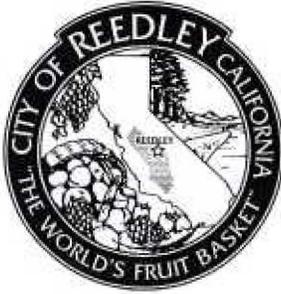
This MOU shall be effective as of February 23, 2021, and shall remain in effect for an initial term running through June 30, 2021. Either party may at any time terminate this MOU without cause at the party's convenience by giving not less than thirty (30) days prior written notice to the other party. Upon such termination, all rights and obligations of each party under this MOU 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, the parties agree to pay or reimburse a pro-rated share of the compensation based upon the unexpired Term of this MOU.

Nicole Zieba, City Manager
City of Reedley

Date

Don Reimer, CEO
Community Youth Ministries

Date



REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: March 9, 2021

TITLE: APPROVE DESIGN CONCEPT AND AUTHORIZE THE CITY MANAGER TO MAKE NON-SUBSTANTIVE CHANGES TO THE PROPERTY OWNER AGREEMENT CONCERNING PLACEMENT, SIZE AND FINAL DESIGN DEPENDING ON THE NEEDS OF THE ARTIST, PROPERTY OWNER AND/OR STRUCTURE LIMITATIONS FOR A PAINTED MURAL ON THE WEST-FACING WALL OF THE CORTEZIA STYLING SALON BUILDING LOCATED AT 1452 11TH STREET

SUBMITTED: Rob Terry, AICP *RT*
Community Development Director

APPROVED: Nicole R. Zieba *NZ*
City Manager

RECOMMENDATION

That the City Council take the following actions:

- a) Adopt Environmental Assessment No. 2020-14, making a Finding of No Possibility of a Significant Effect, and declaring the activity is not subject to CEQA; and
- b) Approve Sign Permit Application 2020-12, for placement of a painted mural on the west-facing wall of the Cortezia Styling Salon building located at 1452 11th Street.

BACKGROUND

In late 2020, staff was approached by Reedley Rotary Club, who was interested in partnering with the local veterans and the Arts in Public Places Program through the City for the placement of an armed forces-themed mural within the community. The applicant has been working with Valley artist Jeff Carnie, who has extensive experience with mural design and placement throughout the state. Mr. Carnie has worked with the applicant to create a conceptual design, which is included as Attachment 3. Additionally, the applicant had already made contact with Martha Cortez, property and business owner of Cortezia Styling Salon located at 1452 11th Street, to ascertain her interest in placing the proposed mural on the west-facing wall of her property. Ms. Cortez is in support of such placement, and staff has prepared a property owner agreement for allowance of such placement, if approved by the

City Council. Reedley Municipal Code 10-14-10H stipulates that the Planning Commission hold a public hearing for proposed design and placement of murals within the community, prior to City Council considering approval of such items. In accordance with the aforementioned requirement, the Planning Commission held a noticed public hearing on March 4, 2021. Due to the timing of the Planning Commission meeting and City Council agenda release, Staff will provide a verbal update on the Planning Commission's recommendations at the March 9, 2021 City Council meeting.

ENVIRONMENTAL REVIEW

This activity is not a "project" pursuant to State CEQA Guidelines Sections 15002(k)(1), 15378 (a) and 15061(b)(3). CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, staff has determined that a no possibility of significant effect is appropriate for the proposed project.

FISCAL IMPACT

The cost of the proposed mural is estimated at approximately \$15,000 total, including all work, materials and anti-graffiti coating. Funding for the mural will be provided through a donation of \$5,000 from Reedley Rotary (\$2,500 Rotary District Grant + \$2,500 Rotary donation), \$5,000 from the Arts in Public Places Program through the City of Reedley, and \$5,000 through private donations.

PRIOR COUNCIL ACTIONS

No prior actions have been taken by Council in regards to this project.

ATTACHMENTS

1. Environmental Assessment 2020-14
2. Draft Reedley Planning Commission Resolution 2021-04
3. Design of Armed Forces Mural proposed to be placed at 1452 11th Street
4. Draft Property Owner Agreement for mural placement

NOTICE OF EXEMPTION

To: County Clerk
County of Fresno
2220 Tulare Street, 1st Floor
Fresno, CA 93721

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO HAVE NO SIGNIFICANT EFFECT ON THE ENVIRONMENT PURSUANT TO ARTICLE 5 OF THE STATE OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES.

LEAD AGENCY/APPLICANT: City of Reedley
1733 Ninth Street
Reedley, CA 93654

PROJECT TITLE: Environmental Assessment No. 2020-14 (Sign Permit App 2020-12)

PROJECT LOCATION: 1452 11th Street Reedley, CA 93654 (APN 368-213-14)

EXEMPT STATUS: Finding of No Possibility of a Significant Effect

PROJECT DESCRIPTION: The proposed project pertains to the placement of a painted mural on the west-facing wall of the Cortezia Styling Salon building located at 1452 11th Street Reedley, CA 93654.

This project is exempt under **Section 15002(k)(1), Section 15378(a) and Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.**

EXPLANATION: **CEQA Section 15002(k)(1):** The Lead Agency examines the project to determine whether there is a project subject to CEQA. The City has determined that the activities associated with the grant do not pose an impact on the environment such that it constitutes a project under CEQA.

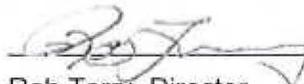
CEQA Section 15378(a): A "Project" means the whole of the action, which has the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Placement of the proposed mural does not introduce any physical change to the structure of the existing building or to its physical surroundings.

CEQA Section 15061(b)(3): The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. No activity associated with placement of the proposed mural has been identified as causing a potential or significant effect on the physical environment.

CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, staff has determined that a no possibility of significant effect is appropriate for the proposed project.

Date: March 4, 2021

Submitted by:


Rob Terry, Director
City of Reedley
Community Development Department
(559) 637-4200 ext. 286

RESOLUTION NO. 2021-04

**A RESOLUTION OF THE CITY OF REEDLEY PLANNING COMMISSION
RECOMMENDING APPROVAL OF ENVIRONMENTAL ASSESSMENT NO. 2020-14
AND RECOMMENDING APPROVAL OF SIGN PERMIT APPLICATION 2020-12**

WHEREAS, the City of Reedley Planning Commission, at the regular meeting of March 4, 2021, held a public hearing to consider a request of Reedley Rotary Club for placement of a mural on the west-facing wall of the Cortezia Styling Salon located at 1452 11th Street (APN 368-213-14); and

WHEREAS, the City of Reedley Planning Commission, in accordance with Reedley Municipal Code 10-14-10H, allowed opportunity for any interested parties to present any comments on proposed design and placement of the proposed painted mural at the meeting; and

WHEREAS, the City of Reedley Planning Commission determined that the proposed location of the use is in accordance with the objectives of the Zoning Ordinance and the purposes of the district in which the site is located; and

WHEREAS, the City of Reedley Planning Commission determined that the proposed use will comply with each of the applicable provisions of the Zoning Ordinance; and

WHEREAS, the Planning Commission hereby makes the following findings regarding the site plan for the proposed project:

1. All applicable provisions of the Zoning Ordinance will be complied with; and
2. Proposed lighting will be arranged as to deflect the light away from adjoining properties; and
3. The artist is qualified to engage in the design and placement of the proposed mural; and
4. The subject matter is of historical significance to the City of Reedley, and does not contain elements that advertise an existing business or product; and
5. The paint and materials to be used will be appropriate for the outdoor locale, and will include a graffiti resistant coating for long-lasting protection of the mural.

WHEREAS, pursuant to the California Environmental Quality Act, the City of Reedley Planning Commission hereby recommends that the City Council approve Environmental Assessment No. 2020-14 which was conducted for this project and declares a Finding of No Possibility of a Significant

Effect, and declaring the activity is not subject to CEQA, based upon Sections 15002(k)(1) (General Concepts), 15378 (a) ("Project" definition) and 15061(b)(3) (Review for Exemption); and

WHEREAS, the Planning Commission received public testimony, oral and written staff report, and deliberated; and

NOW, THEREFORE, BE IT RESOLVED that the City of Reedley Planning Commission using their independent judgment hereby recommends that the City Council of the City of Reedley approve Environmental Assessment 2020-14, and recommends approval of Sign Permit Application No. 2020-12 subject to the following conditions:

1. The City Council of the City of Reedley shall provide approval of the associated environmental assessment, conceptual mural design and placement. Any substantive change to the design or placement of the mural shall be approved by the City Council prior to placement; and
2. Any non-substantive change in the approved mural design, layout or makeup must be reviewed and approved by the Community Development Department prior to the placement of the mural; and
3. The property owner where the mural will be placed shall enter into a Community Mural Property Owner Agreement with the City prior to placement of said mural; and
4. All provisions of the Zoning Ordinance shall be complied with.

This foregoing resolution is hereby approved and adopted this 4th day of March, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

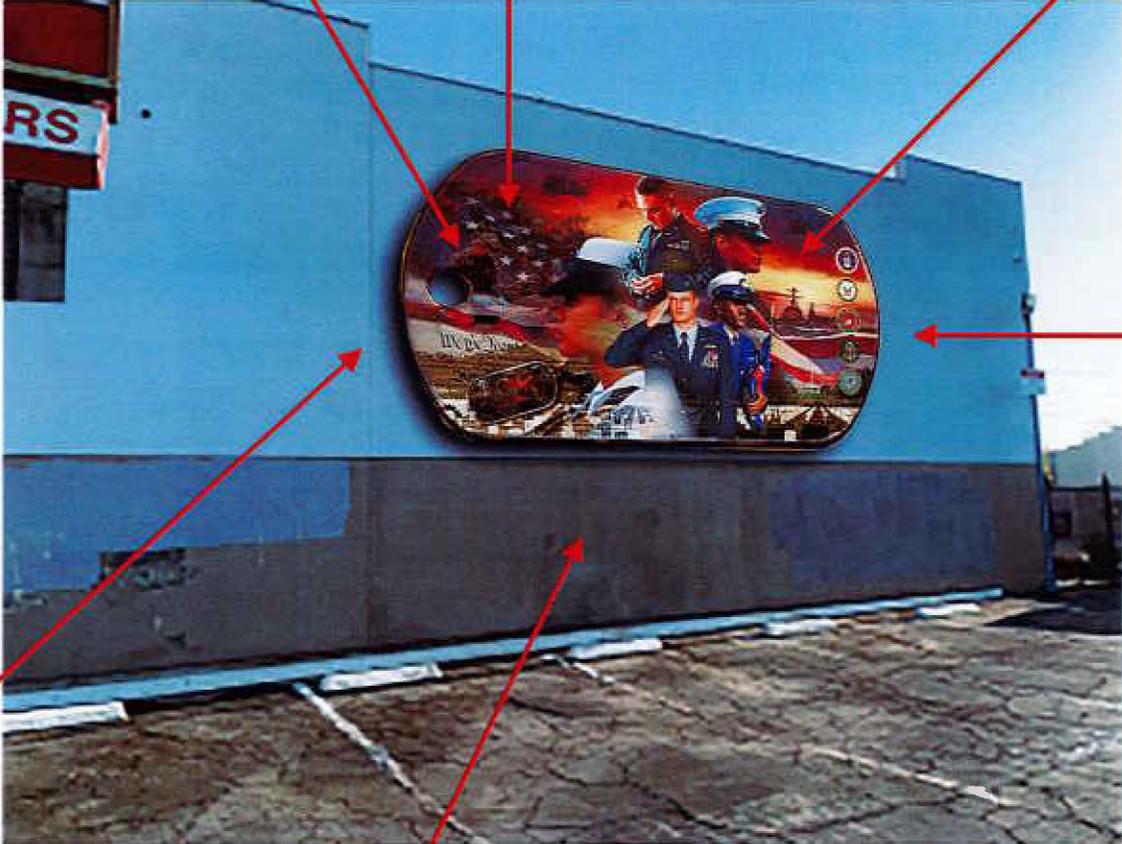
Ron Hudson, Chair
City of Reedley Planning Commission

Rob Terry, Secretary

Remove medic, gets lost in the picture

Remove the jungle aspect

Remove ships, group feels it gets crowded on this side.



Lines pointing off the overall mural from each emblem identifying who they are and maybe their motto? Ex. Marine Corp - Simpre Fidelis

The idea with the chain coming out of the hole is great.

Idea to raise funds would be to add bricks below mural up to the top of the gray line. We would have the public buy a brick and have names engraved.

- More sky overall and make it sunnier sky with clouds.
- Would be looking at doing entire wall not just a part of it. More sky may make it not as expensive.

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

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

Exempt from recording fees – Gov. Code Section 27383 SPACE ABOVE THIS LINE FOR RECORDER'S USE

**PROPERTY OWNER AGREEMENT
CITY OF REEDLEY COMMUNITY MURAL**

This Agreement (“Agreement”) is made and entered into effective on _____, 2020 (“Effective Date”), by and between the City of Reedley, a municipal corporation, hereinafter referred to as “City” and Martha Cortez, a private citizen and property owner, hereinafter referred to as “Owner”.

RECITALS

WHEREAS, the City desires to support the placement of public art (murals) that celebrate community culture and history, and improve the aesthetics of the community; and

WHEREAS, the Cortezia Styling Salon building, located at 1452 11th Street Reedley, CA 93654, (APN 368-213-14) offers a location that serves as a highly traveled corridor for the community, and has a western facing wall that is well-suited to accommodate a community mural (the Project); and

WHEREAS, the Owner recognizes that the purpose of mural placement is to enhance the community, and placement is mutually beneficial to the City and the Owner and therefore desires to have a mural painted on the side of their building; and

WHEREAS, the nature of the Project is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the mural covenants hereinafter contained, it is mutually agreed between the parties as follows:

AGREEMENT

1. The Owner hereby agrees to allow the City to have a mural mounted or painted on the west-facing wall of the building located 1452 11th Street Reedley, CA 93654. The dimensions of the mural will be dependent upon the subject and project. The mural shall be allowed to remain on the wall for a period of twenty (20) years. This Agreement may be extended for successive ten

(10) year periods upon the written extension between the Owner and the City prior to the end of the initial ten-year period. During the term, or any extension thereof, at such time as property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural is located, or the mural otherwise interferes with the Owners use, occupancy, or control of the property, then at the Owner's sole discretion the Owner has the right to cancel this Agreement upon twelve (12) months written notice to the City.

2. The City agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. Allocated funding may be agency funding, donations, or a combination of such. The murals will be applied directly to the wall on a pre-primed surface provided for/by the artist. The Owner agrees to provide the City with reasonable access to the site for such work so as not to interfere with the Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the City at its cost and the mural's condition shall not be allowed to deteriorate. The City agrees to keep Owner's property lien-free in connection with such work or project.

3. Should the mural be removed, the City at its sole cost shall ensure that the area where the mural was placed is returned to the same condition the area was in prior to mural placement.

4. The Owner understands and agrees that the placement of the copyrighted artwork (mural) on the site in no way entitles the Owner to use, at its discretion, the artwork for advertising/profit making purposes, or any other publicity, except under conditions in which the artwork has been released by both the City and the artist.

5. The Owner agrees to indemnify and hold the City and its officials, including departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees harmless from all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Owner's representations and promises and performance of obligations under the Agreement.

6. The subject matter for the mural and the selection of the artist shall be the sole responsibility of the City of Reedley, with concurrence of Owner, and design approval provided by the Reedley City Council.

7. Any dispute hereunder between the parties shall be resolved by resort to non-binding mediation in accordance with the standards and procedures of the American Arbitration Association.

8. This Agreement shall be subject to and governed by the laws of the State of California.

9. Any notice required by law or by this Agreement shall be given by personal delivery of first class U.S.

Mail. Notice by personal delivery will be effective on delivery and notice by mail will be considered effective three days after it is deposited in the U.S. Mail, postage paid, addressed to the City of Reedley, 1733 Ninth Street, Reedley, CA 93654 or to Owner, Martha Cortez, 1452 11th Street, Reedley, CA 93654, at their respective addresses as of the date of this Agreement, unless written notice of change or address has been received by the other party. If any action is required to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees to be determined by a Court.

10. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto. In witness whereof, the City and the Owner have executed this Agreement on the date and year first hereinabove set forth.

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

CITY OF REEDLEY, a municipal corporation

MARTHA CORTEZ, a Private Citizen and
Property Owner

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

BY: _____
_____, _____
Name Title
(Notary Acknowledgement to be Attached)

ATTEST:

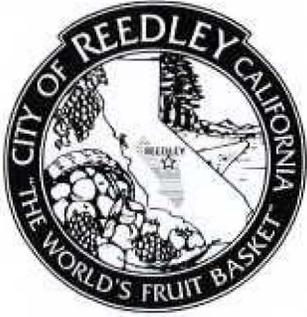
BY: _____
Ruthie Greenwood, City Clerk

APPROVED AS TO FORM:

BY: _____
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY: _____
Rob Terry,
Community Development Director



REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: March 9, 2021

TITLE: APPROVE ITEMS RELATED TO THE MANDATED 2020 US CENSUS ANALYSIS AND REDISTRICTING PROCESS:

- 1) AUTHORIZE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH NATIONAL DEMOGRAPHICS CORPORATION FOR DATA ANALYSIS, MAPPING, AND PUBLIC FACILITATION SERVICES
- 2) ADOPT RESOLUTION 2021-012 AMENDING THE 2020-2021 ADOPTED BUDGET APPROPRIATING \$25,000 IN THE GENERAL FUND FOR REDISTRICTING SERVICES

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

That the City Council approve a Professional Services Agreement with National Demographics Corporation for all services related to the mandated redistricting analysis based upon the 2020 US Census, and adopt Resolution 2021-012, amending the 2020-2021 General Fund Budget to cover costs related to these services.

BACKGROUND

In California, all local governments with election districts must analyze US Census data when it is released at the end of each 10-year cycle and follow requirements laid out in the Fair Map Act to ensure that district boundaries comply with the requirements laid out in both the U.S. and California Constitutions. Among other things, City Council districts must be "substantially equal" in population, be geographically contiguous, respect existing local neighborhoods and communities of interest, be easily identifiable, be geographically compact, and neither favor nor discriminate against political parties.

The California Fair Map Act governs the process and lays out certain requirements that must be met procedurally when going through this effort. For instance, cities must hold at least four public hearings, at least of one which must be held before drawing any new maps, and at least two public hearings after a map is drawn. Cities must notice the public at least five days prior to the public hearing (as opposed to the current 72 hour notice for most other city matters), and draft maps must be published at least seven days before adoption. In addition, all cities must provide full public access to demographic and mapping data. The Fair Map Act also sets express deadlines by which cities must act: for cities with the next regular election occurring on or after July 1, 2022, district boundaries must be adopted not later than 205 days before that election. For cities over 200,000 in population, a "redistricting commission" must be organized and used for this process. For cities under 200,000, such as Reedley, the City Council sits as this body, unless otherwise specified.

The US Census Bureau has announced that they are delayed in providing census data this year because of the pandemic. The City of Reedley could wait to hire a demographer and begin this process until there is a clear date by which the City will receive its data. However, since this process will begin in earnest for all cities and counties very soon, staff desires to ensure that we have a reputable demographer hired and ready to begin, rather than waiting until demographers have full client lists and are pressed to complete processes quickly.

The City of Reedley has not grown dramatically since the last census and redistricting process was completed in 2011. The growth that the City has seen is generally spread amongst the five existing districts. The new housing tracts that are being constructed now will not be included in census data and considered for boundary guidelines until the next census and redistricting process. Therefore, staff does not anticipate a lengthy or complex redistricting process.

The last time the City conducted this process, National Demographics Corporation (NDC) from Southern California was utilized. That process was transparent, easy to follow, and led to district boundary changes that were successfully adopted by Council, with public approval. The consultants of NDC were professional and clearly skilled at analyzing data and conducting facilitated public outreach for this type of effort. Because of this, staff is recommending that NDC be used again this time.

FISCAL IMPACT

The base fee for NDC services is \$17,500. Additional expenses related to desired "add-on" services, such as facilitation of the mandatory public workshops may add an additional cost to the project expense. Staff is requesting a budget amendment in the General Fund in the amount of \$25,000 to cover all anticipated costs.

ATTACHMENTS

Professional Services Agreement
Resolution 2021-012

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Agreement") for redistricting services ("Services"), is made and entered into by and between, National Demographics Corporation, Inc. (the "Consultant"), a California corporation whose principal place of business is 1520 N. Pacific Avenue, Glendale CA, and the City of Reedley (the "City"), whose principal place of business is 1717 9th Street, Reedley, CA 93654.

NOW, THEREFORE, it is agreed as follows:

1. **Term.** The respective duties and obligations of the contracting parties shall be for a period commencing on the date both parties have signed this Agreement and continuing through map adoption by City and final map recordation with the County. The provisions contained in Section 3 shall survive any termination of this Agreement.
2. **Services & Compensation.** The Consultant shall provide services to the City, and City shall provide compensation to Consultant as outlined in Exhibit "A" attached this Agreement.
3. **Independent Contractor Relationship.**
 - (a) The Consultant shall perform the services contemplated by this Agreement, outlined in Exhibit "A", as an independent contractor.
 - (b) Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any Agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
 - (c) Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

4. **Insurance.** Without limiting Consultant's indemnification of the City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and maintain, policies of insurance of the type and amounts described below and, in a form, satisfactory to the City:

- (a) Workers' Compensation. If Consultant (or subconsultants) have employees, Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).
- (b) General Liability. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that Agency and its officers, officials, employees, and agents shall be additional insureds under such policies.
- (c) Automobile Liability. If Consultant (or subconsultants) utilizes automobiles in the performance of services under this agreement, Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
- (d) Professional Liability (Errors & Omissions). Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than one year after completion of the Services required by this Agreement.
- (e) Proof of Insurance. Consultant shall provide to Agency, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (f) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Cities.

- (g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.
- (h) Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- (i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
- (j) Self-insured Retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.
- (k) Timely Notice of Claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

5. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless such amendment, modification or waiver is mutually agreed upon in writing by the parties hereto. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement.

6. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, that cannot be resolved by the parties in a reasonable amount of time, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court of competent jurisdiction. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the State of California, County of Fresno. In the event that litigation results from or arises out of this Agreement or the performance hereof, the parties agree to reimburse the prevailing party's reasonable

attorney's fees and reasonable out-of-pocket and documented expenses and court costs, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

8. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts and each of them shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile signatures, including electronic format.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first written below.

City of Reedley

By: _____
Nicole R. Zieba
City Manager

National Demographics Corporation, Inc.

By:  _____
Douglas Johnson
President

Date: _____

Date: 3-2-2021

Attachment

Exhibit "A" – A Proposal to Reedley for Demographic Services



Exhibit "A"

National Demographics Corporation

A Proposal to
Reedley
for Demographic Services

By National Demographics Corporation
Douglas Johnson, President

February 11, 2021

Phone: (818) 254-1221
FAX (818) 254-1221

P.O. Box 5271
Glendale, CA 91221

info@NDCresearch.com
www.NDCresearch.com



National Demographics Corporation

February 11, 2021

Ruthie Greenwood, City Clerk
Reedley
1733 9th Street
Reedley, CA 93654

Dear Ms. Greenwood,

Thank you for the opportunity to provide this proposal to Reedley. NDC has more than 40 years of experience districting and redistricting hundreds of cities, school districts and other local jurisdictions across California, including a number of projects with Reedley and similar work with Visalia, Sanger, Parlier, Selma, Kingsburg, Fowler, and Lemoore (a full client list is available at www.ndcresearch.com/clients/). We welcome the opportunity to bring the firm's expertise and skills to assist the City.

For each project, there are certain required basic elements, and there are several options that the City can include or leave out at its option. NDC carefully tailors each project to the needs and goals of the individual client partner. NDC also welcomes the opportunity to work with our clients to encourage public participation in this process, as we offer several tools developed specifically for public engagement in districting and redistricting.

The attached proposal consists of a brief introduction; specific proposed project elements and options; timeline and cost information; conclusion; and signature section. NDC looks forward to working with you on this effort. Please call or email anytime if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

Douglas Johnson
President



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Brief History of National Demographics Corporation

NDC has served hundreds of local governments since our founding in 1979. While most of NDC's work is in California and Arizona, the firm has performed projects in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois; Clark County (Nevada); the California counties of Merced, San Bernardino, and San Diego; the San Diego Unified School District; the City of Oakland; Yuma County (Arizona); the Arizona cities of Glendale, Mesa, Peoria, Phoenix, and Surprise; and relatively smaller jurisdictions such as the City of Bradbury and Clay Elementary School District.

The company is especially well known for its districting and redistricting work with local governments. NDC has established a reputation as the leading demographic expert on the California Voting Rights Act (CVRA), having performed demographic assessments of potential CVRA liability and/or moves to by-district elections for over 350 jurisdictions. No company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted more than 250 counties, school districts, cities, water districts, and other local jurisdictions.

Nationally recognized as a pioneer in good government districting and redistricting, NDC has unmatched expertise in the issues, questions, and decisions jurisdictions face in any discussion regarding districting, redistricting, the California and Federal Voting Rights Act and related election system choices.





Company Philosophy

Professionalism

NDC's personnel are nationally recognized as leaders in the districting field and are responsible for numerous books and articles on the subject. NDC possesses all the hardware and software necessary to meet the districting and redistricting needs of any jurisdiction, and its personnel have unmatched experience in the line-drawing side of this work, as well as in developing the databases used for these purposes. But more important are the firm's interpersonal skills and the team's understanding of the perspective of all parties in this process.

Partnership

In recognition of the vital role these groups play in informing and assisting their members, NDC is a sponsor of the California League of Cities, the California Special Districts Association, and we are currently finalizing our sponsorship of the California School Boards Association and the California Association of Counties.

For years, NDC has frequently appeared on panels organized by these organizations to share information with their members about the California Voting Rights Act, the Census, and the districting and redistricting rules and process.

NDC also assists the League of Cities and CSBA with negotiations and suggested language for legislation on districting/redistricting and the California Voting Rights Act.

Local Leadership and NDC's Non-Partisan Approach

NDC is an advisor and technical resource. The firm's role is to assist our clients in implementing our clients' goals and directions within the complicated demographic and legal constraints of the project. NDC shares its experience and expertise, but the final plan is selected by the jurisdiction's elected leaders, not NDC. The firm is sometimes criticized, usually by people from outside of the client jurisdiction, for not acting as an advocate or proselytizer for what these outsiders think is "right" for the client. But NDC team members are expert advisors, not proselytizers. NDC guides our clients through the process to a map that meets all legal requirements and the goals of our client – not the goals of outside critics. NDC welcomes the chance to assist each client through this process following the direction of the jurisdiction's elected leadership, key staff members, and the entire community.



National Demographics Corporation

Understandably, a common question in every redistricting whether there is any influence of any improper political bias on the process. NDC's four decades of success working for jurisdictions with all-Democratic leadership, jurisdictions with all-Republican leadership, and every possible combination in between, reflects our steadfast dedication to non-partisan service. The NDC team includes members who worked or served in Republican positions before coming to NDC, and members who worked or served in Democratic positions, and obviously every team member holds their own personal political beliefs. Arriving at work, each of us puts our personal political feelings aside and focuses on implementing the policy goals and directions of our clients using NDC's non-partisan, professional and expert guidance regarding the requirements and options facing each client. We believe most of our clients would be hard-pressed to guess which NDC team members are registered as independents or with any political party, and we are proud to have satisfied customers and clients whose partisan leanings (even in their non-partisan local government offices) similarly cross the entire partisan spectrum.

Openness

Any change in election systems can have momentous implications for the distribution of political power in a jurisdiction and for access by groups and individuals to the governance process. Not surprisingly, such changes often attract considerable public attention, sometimes generate intense controversy, and may draw charges of manipulation and abuse of power. It is crucial, therefore, that the jurisdiction establish, at the beginning, a process that is not only fair, but that is seen to be fair, to all contending groups and individuals.

Public Engagement

NDC pioneered the "transparent districting" approach that involves the public at every stage of the process and the company invented the "public participation kit" back in 1990. But NDC's most valuable service is the firm's experience transforming often contentious and passionate debates into thoughtful, constructive discussions focused on the options and outcomes rather than individual personalities. NDC also has considerable experience working with translators in public forums and providing materials in English and Spanish.

NDC's approach has been widely praised in the media, and NDC has worked extensively with all types of press including radio, television, newspaper, and new media.



Project Software

NDC uses Caliper Corporation's Maptitude for Redistricting software for processing public map submissions and drawing NDC's draft maps and Board-directed revisions. Maptitude for Redistricting can open and use the standard "Shapefile" and "File Geodatabase" GIS data formats, and Maptitude for Redistricting can export all files to "Shapefile" and "File Geodatabase" formats.

NDC uses ESRI's ArcGIS Online to present those maps for Board, Staff and Public review in an easy-to-use, interactive format. NDC also uses ArcGIS Pro for some specialized Geographic Information System (GIS) analysis; for opening and reviewing data received from clients or from other jurisdictions; and when needed for final map post-adoption processing for delivery to the jurisdiction and to the County Registrar. Microsoft PowerPoint is also used for many presentations, though NDC is currently experimenting with a possible move to ESRI's "Story Maps" for some presentations.

NDC Approach to Public Engagement

The Three E's of Public Participation: Engage, Educate, and Empower

NDC's "Three E's" approach recognizes the complex and daunting nature of districting and redistricting projects, while emphasizing the importance of public participation in such projects.

Given the complexity of the issue, the public cannot be expected to jump in with constructive ideas and input without encouragement. So NDC's approach begins with the first "E": **Engage**. NDC works with our clients to get the word out about why the project matters – and how input from residents can be a decisive element of the project.

Once their interest is engaged, the second "E" is **Educate**. Most media coverage of this topic focuses on congressional gerrymandering, giving the entire field a tainted and hopeless feel. NDC works with our clients to explain how local districting and redistricting is based on neighborhoods and communities – not national politics. We educate the public on the data, requirements and goals of redistricting, and on the many options residents have to formulate and share their own maps or other constructive input.

The third "E" is **Empower**. For those projects where the level of public interest and engagement justify the expense, NDC offers an unmatched array of paper, Excel-based, and online mapping tools that residents can use to draw detailed, population-balanced maps for consideration by the jurisdiction.



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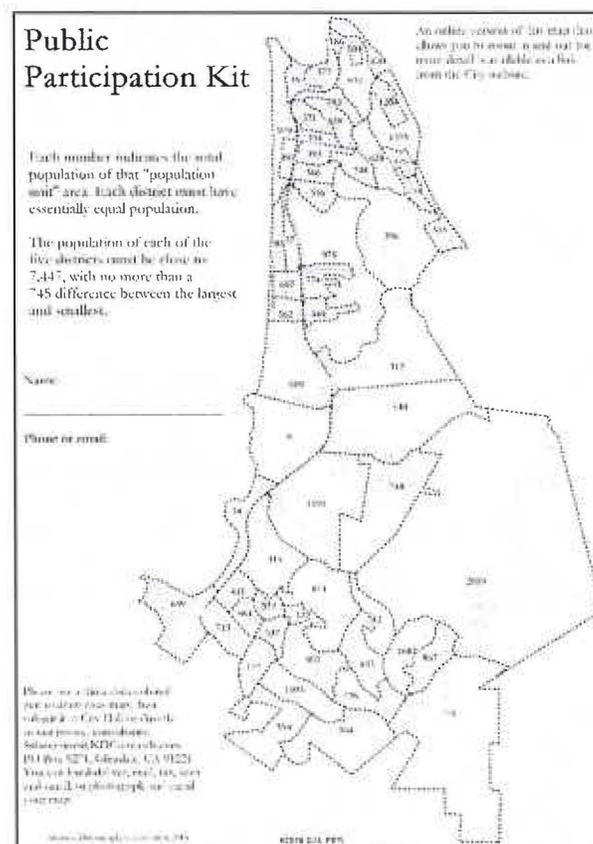
When included in a project, NDC has seen considerable public interest in these optional public participation tools. Often five, ten or even twenty or thirty draft maps are proposed by community residents. And NDC developed a highly refined and proven methodology for efficiently guiding our clients through selecting and refining a map, even when starting from 10, 20, 30 or more initial draft maps.

For those jurisdictions where the expense of the optional mapping tools is too high, NDC always welcomes any letters, comments, or hand-drawn maps that residents wish to submit during the districting or redistricting process.

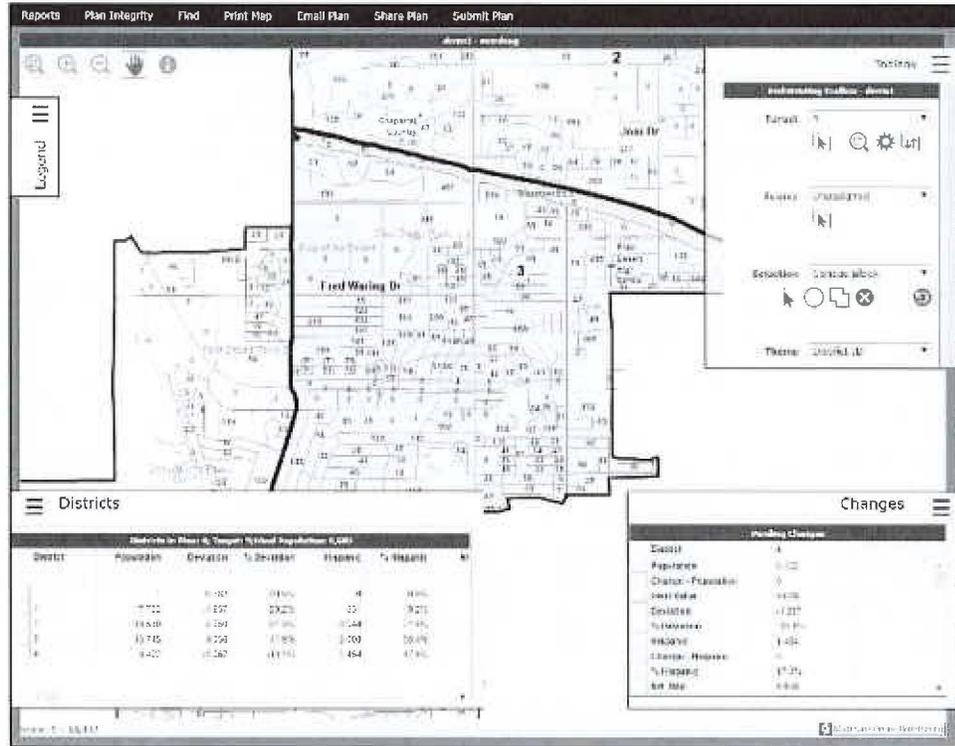
For every project, at no extra expense, NDC includes an online “interactive review map” that allows residents to analyze draft maps zooming in and out, searching for specific addresses, and by changing between street maps, satellite images, and other underlying base maps.

Samples of these tools are shown on the following pages, and additional details on each of them appears later in this proposal.

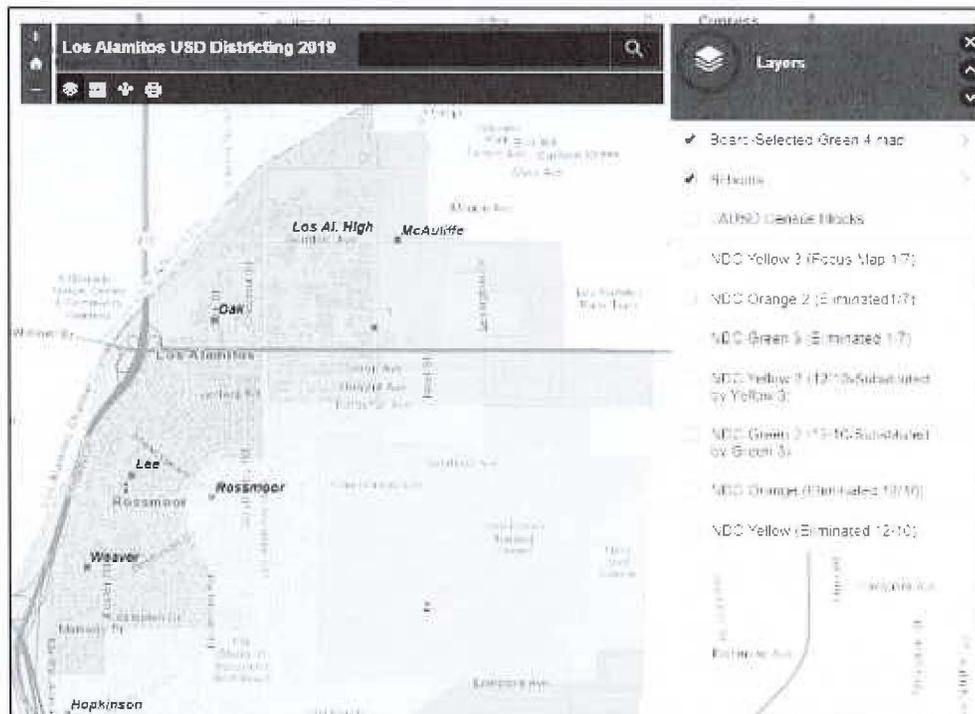
Sample Public Participation Mapping Tool



Sample Online Mapping Tool



Sample NDC “Interactive Review Map”
(used to view and evaluate, not to draw, maps)





The NDC Team

NDC's 40 years of service to local governments is grounded in our academic founding and decades of professional relationships with all forms of local governments. Each NDC team member has been extensively trained in the legal requirements, demographic details, and complicated personal and community interests involved in every districting and redistricting project. And every NDC team member has been briefed on the wide range of unusual and bizarre challenges NDC has encountered over our more than 250 successfully completed local government projects. Whatever question or situation arises, your NDC team can handle it.

NDC President Dr. Douglas Johnson leads all team training and closely monitors the progress of every client project. NDC President Dr. Johnson and Vice President Dr. Levitt are always available to all clients, and typically are personally involved whenever particularly unusual or complex situations arise. And each NDC project has an NDC Consultant or Senior Consultant as a primary point of contact to ensure seamless information flows and continuity. All NDC project leaders are a fully trained Consultants or Senior Consultants with years of experience working with local government elected leadership and top staff members. Each NDC team leader brings their personal expertise in demographics, city governance, school district governance and/or special district management to every project. And each team leader has particular expertise and focus in specific geographic areas. All team members resumes are available on www.ndcresearch.com/about-us/.

NDC Current Organization Chart

NDC President	Douglas Johnson, Ph.D.
NDC Vice President	Justin Levitt, Ph.D.
Senior Consultants	Shalice Tilton Robert McEntire, Ed.D. Jeff Tilton, Ed.D.
Consultants	Kristen Parks Daniel Phillips, Ph.D. Shannon Kelly Jeff Simonetti Todd Tatum Ivy Beller Sakansky Douglas Yoakam
Records Manager	Michele Lewis



Recognition of NDC's Expertise

Both national and local organizations have recognized NDC's unmatched experience and expertise in the Census, districting, and redistricting.

National Recognition

Nationally, the National Conference of State Legislatures hosted NDC as a panelist at five different forums held for state legislators and legislative staff from across the country. NDC President Douglas Johnson addressed these forums on the following topics:

1. *Citizen Voting Age Data from a line-drawer's viewpoint*
2. *Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)*
3. *The Key to Successful Redistricting*
4. *Communities of Interest In Redistricting: A Practical Guide*
5. *The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting*

In addition:

- The National League of Women Voters hosted NDC President Douglas Johnson at a 2006 conference on "Building a National Redistricting Reform Movement,"
- Texas Tech University hosted Dr. Johnson as a panelist at its "Symposium on Redistricting;"
- The Arizona League of Cities and Towns hosted Dr. Johnson as a panelist on "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011" and
- The Arizona Bar Association hosted Dr. Johnson as a panelist on "Communities of interest and technology in redistricting."

California League of Cities Recognition

The California League of Cities hosted NDC as panelists over a dozen times to date:

- General Meeting panel: 2006 and 2015
- Executive Forum panel: 2018 and 2020
- City Clerk Department panel: 2014, 2017, 2018, twice in 2019, and 2020
- City Manager Department panel: 2015 and 2019
- City Attorney Department panel: 2018



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Inland Empire Chapter presentation: 2016

South Bay Chapter presentation: 2020 and 2021

Recognition by Additional California Organizations

Other California organizations and conferences since 2011 recognizing NDC's expertise in this field include:

2020	California County Counsel Assoc.	2021 Redistricting - What Local Government Attorneys Need to Know
2020	"Voice of San Diego" Politifest	Redistricting--What it means for our community
2020	County Committee Secretaries Annual Summit	The California Voting Rights Act
2020	Rose Institute of State and Local Government	2021 Redistricting: New Rules for California Local Governments
2020	California Special Districts Association	California Voting Rights Act Challenge Factors
2020	Associated Cities of California – Orange County	2021 Redistricting: The Rules have Changed
2020	California Municipal Law Conference	Municipal Redistricting in 2021: New Rules of the Road
2019	California Association of School Business Officials	Transitioning to By-Trustee-Areas Elections
2019	USC City/County Fellowship Program	The Challenges of Municipal Election Districts
2019	California Special Districts Association	District Elections and the California Voting Rights Act
2018	California Special Districts Association	Converting From At-Large to By-District Elections Under the California Voting Rights Act
2018	Riverside County Bar Assoc.	Redistricting and the California Voting Rights Act
2018	California School Board Assoc.	Voter Districts: The Link Between Strong Community Engagement and a Successful Process



2017	California School Board Assoc.	15 Years with the California Voting Rights Act: Lessons Learned and Challenges Ahead
2017	UC's National Public Service Law Conference	Moderator, "Voting Rights 101"
2016	Los Angeles County School Business Officials	CVRA: What CBO's Need to Know
2016	Los Angeles County School Trustees Assoc.	The CVRA: What School Board Members Need to Know
2015	Associated Cities of California – Orange County	The California Voting Rights Act
2015	California School Board Assoc.	The California Voting Rights Act: What Board Members Must Know
2015	Los Angeles County School Boards Assoc.	CVRA & Districting: The Demographer's Perspective
2011	Channel Cities Club	Lunch Keynote: "California's next experiment: independent, public redistricting"

Trusted Advisor to Local Government and Redistricting Reform Groups

NDC acted as an informal advisor to the California League of Cities and the California School Board Association during the debate over the AB849 "FAIR MAPS Act" in 2019.

NDC acted as an informal advisor to the California League of Cities during the debate over AB1276 (revising the FAIR MAPS Act provisions) in 2020.

NDC provided ideas, advice, maps and research to the 2008 Common Cause-led coalition that drafted and successfully advocated for Proposition 11, which created California's State-level Independent Redistricting Commission.

Advisor to Charter Review Commissions on Redistricting Provisions

NDC advised the following groups on the redistricting and voting rights provisions of their charter revisions and ordinances:

2016	City of El Cajon charter revision and public education outreach
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2015/16	Castaic Lake Water Agency and Newhall County Water District merger
2015/16	City of Corona Charter Revision
2011/12	Pasadena Unified advisor to Charter Revision Commission creating a redistricting commission and moving District to by-district elections
2009/10	City of Menifee advisor to by-district-elections ordinance language committee
2006-08	City of Modesto advisor to Charter Revision Commission creating an independent redistricting commission and public education outreach
2003	City of Goleta ordinance writing and public education outreach

Expert Witness and Litigation Consultant

NDC President Douglas Johnson served as an expert witness in the following election and redistricting law cases:

2020	Chestnut v Merrill (Alabama)
2019	City of Redondo Beach vs State of California
2019	Ruiz-Lozito vs West Contra Costa Unified School District
2019	Common Cause v Lewis (North Carolina)
2018	Phillip Randolph Institute v Smith (Ohio)
2018	League et al. v. Johnson (Michigan)
2017	Luna v County of Kern
2018	Covington v State of North Carolina
2016	Garrett v City of Highland
2015	Jamarillo v City of Fullerton
2015	Harris vs Arizona Independent Redistricting Commission
2015	Solis v Santa Clarita Community College District
2015	Jauregui et al vs City of Palmdale
2014	Diego v City of Whittier

NDC Staff also served as litigation consultants for jurisdictions in the following California Voting Rights Act cases:

- | | |
|--------------|---|
| 1. Anaheim | 7. Santa Clarita |
| 2. Carson | 8. Whittier |
| 3. Compton | 9. Santa Clarita Community College District |
| 4. Escondido | 10. Tulare Health Care District |
| 5. Modesto | |
| 6. Poway | |



NDC Testimonials

Here is a sampling of what people have to say about NDC:

"Here's a great expert. . . . today you bring him in for what sounds like good information, very smart man up here."

United States Fourth District Court Judge James A Wynn, Covington v North Carolina, United States District Court for the Middle District of North Carolina, Case No. 1:15CV399

"I have worked on Congressional, Legislative, Los Angeles County and Los Angeles City redistricting maps on behalf of the Latino Caucus and grassroots Latino organizations for over 30 years. Douglas Johnson is one of the top redistricting experts in California, and he is who I would pick to draw a map for me anywhere in the state."

Alan Clayton, retired Executive Director of the Los Angeles County Chicano Employees Association

"The excel spreadsheet is a fantastic tool. Just plug in the letter by district and on the tab see a running total of population by assigned district. It's cool."

Modesto resident's comment, June 16, 2008

"One of the first, and in retrospect one of the best, decisions made by our commission was to hire Douglas Johnson and his colleagues at National Demographics Corporation as our primary consultants. I have never had the opportunity to work with a more highly qualified, hard-working, dedicated, professional and classy individual or group than Mr. Johnson and his associates at NDC."

Jim Huntwork, Arizona Independent Redistricting Commissioner (Republican)

"In addition to his technical expertise, Doug had a keen sense of how to help us navigate the complexities of the process. He understands redistricting better than any person I know. He has a unique ability to synthesize that which is very complicated and make it very understandable for the public. He frequently would present various options, without representing any position, clearly delineating differences and challenges of each option in a clear and succinct manner."

Josh Hall, Arizona Independent Redistricting Commissioner (Democrat)



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“It was a great pleasure to work with Doug Johnson and NDC during the first Independent redistricting effort in Arizona. Doug and his staff were professional, efficient, responsive, and even-handed. They listened very carefully to the instructions given by the commission and performed each mapping task without bias of any kind. I would highly recommend NDC to any jurisdiction, or commission, wishing to have a successful redistricting process.”

Steven W. Lynn, Chair, Arizona Independent Redistricting Commission
(Independent)

“Thank you for all of your hard work, assistance, and patience with me during this year of CVRA conversion to by-area trustee elections. Your continual reassurance and support in dealing with all of the details was sincerely appreciated. We all have jobs to do, but when working with all of you I felt that you always went the extra mile to support our District with excellent customer service. The multiple revisions, extra conference calls, and follow up suggestions made a difference to Scott, Linda, and me. I personally enjoyed joking around with each of you while remaining professional in all presentations. It was a pleasure working with all of you. “

Jennifer Williams, Ed. D., Fullerton Joint Union High School District,
Executive Director Administrative Services

“Thank you for taking time out of your busy schedule to participate in the City Official Roundtable I hosted on the 2020 U.S. Census at the Redondo Beach Performing Arts Center. I appreciate that you shared your expertise on the Census to the government officials who were present. It is critical that we work together to ensure that everyone is counted in the upcoming Census.”

Ted W. Lieu, Member of Congress, California 33rd District.

Impeccable References

All of NDC’s former clients – without exception – can be contacted for references. The following is only a sample of references:

Mr. Graham Mitchell. City Manager. City of El Cajon. 200 Civic Center Way. El Cajon. CA 92020. (619) 441-1716. GMitchell@cityofelcajon.us.

Mr. Jason Stilwell. City Manager. City of Santa Maria. 110 E. Cook Street. Santa Maria. CA 93454-5190. (805) 925-0951 ext. 2200. jstilwell@cityofsantamaria.org.

Mr. Marcus Walton. Communications Director. West Contra Costa Unified. 1108 Bissell Ave., Room 211-215. Richmond, CA 94801. 510-205-3092. mwalton@wccusd.net.



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Mr. Jonathan Vasquez. Superintendent. Los Nietos School District. 8324 S. Westman Ave., Whittier, CA 90606. (562) 692-0271 Ext. 3212 jonathan_vasquez@lnsd.net.

Ms. Jennifer Fitzgerald, Mayor, City of Fullerton. 303 W. Commonwealth Avenue. Fullerton, CA 92832. (714) 402-3106. jennifer@curtpringle.com.

Mr. James Atencio. Assistant City Attorney. City of Richmond. 450 Civic Center Plaza. Richmond, CA 94804. 510-620-6509. James_Atencio@ci.richmond.ca.us.

Ms. Isabel Montenegro. Administrative Assistant. Inglewood Unified. 401 South Inglewood Avenue, Inglewood, CA 90301. 310-419-2799. imontenegro@inglewood.k12.ca.us.

Ms. Pam Abel. Superintendent. Modesto City Schools. 426 Locust Street. Modesto. CA 95351-2631. (209) 574-1616. able.p@mcs4kids.com.

Mr. Darrell Talbert. City Manager. City of Corona. 400 S Vicentia Avenue. Corona. CA 92882-2187. 951.279.3670. Darrell.Talbert@ci.corona.ca.us.

Mr. David Silberman. Deputy County Counsel. San Mateo County. 400 County Center. 6th Floor. Redwood City. CA 94063. 650-363-4749 dsilberman@smcgov.org.

Judge Hugh Rose (retired). Chairman. City of Modesto Districting Commission. 508 King Richard Lane. Modesto. CA 95350. Phone (209) 522-0719. Email: hhrose@hotmail.com.

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye, AZ 85326. Phone (623) 349-6007. Email: laja@buckeyeaz.gov.

Summary Scope of Work

NDC tailors each project to the needs and goals of each jurisdictions. Below is a typical NDC-suggested timeline and description of project elements.

The dates provided below are general guidelines and will vary according to the goals, project choices, and deadlines of each jurisdiction.

March - April	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
May – July	Any mapping tools prepared with preliminary population data; initial pre-draft-map hearing(s) held.



August - November	Census data received and processed; draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
December – February	Final plan revisions made and plan adopted and implemented.

Detailed Project Scope of Work

March – April, 2021: Project Planning and Initial Outreach

- a. NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.
- b. NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- c. Decide what public mapping tool(s) to provide, if any.
- d. Decide whether to use a commission.
- e. Create the project website: NDC will provide advice and text for the jurisdiction’s website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.
- f. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.
- g. Project outreach begins with initial alerts and ‘invitations to participate’ sent out to the general public, to overlapping jurisdictions, and to community organizations.

May – July, 2021: Initial Data Analysis and Initial Hearings / Forums

- h. NDC prepares total population estimates for use in initial hearings and any public mapping tools.



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- i. NDC adds socio-economic data from the Census Bureau's American Community Survey to the state demographic data.
- j. NDC matches the demographic database to the existing election areas.
- k. NDC prepares a report regarding the demographics and compliance with state and federal criteria of the existing election areas, including maps of "protected class" population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / homeowners, and single-family / multi-family residences).
- l. NDC report is circulated to the jurisdiction and into the project outreach messaging.
- m. Hearings / Forums: NDC presents an overview of the redistricting laws and criteria, jurisdiction demographics, and the population balance of the existing election areas and their compliance (or possible lack thereof) with state and federal requirements.
- n. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.
- o. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.
- p. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- q. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction's option additional public forums on the use of those tools can be provided.
- r. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

August – November, 2021: Draft Mapping Time

- s. 2020 Census total population counts released and California Statewide Database completes "prison adjustments" of the data. Total population



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counts in outreach materials and mapping tools are updated with the official Census data.

- t. If the existing election areas are in compliance with state and federal rules and balanced, the jurisdiction decides whether to stop at this “Still Balanced” point or to continue with a standard redistricting.
- u. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents with to submit.
- v. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).
- w. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.
- x. NDC processes all public draft map submissions, drafts NDC’s draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- y. At the jurisdiction’s option, one or more informal workshops or public forums are held to gather residents’ reactions to and preferences among the draft maps.
- z. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.
- aa. Time provided for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected ‘focus maps’ and the remaining opportunities to participate in the process.

December – February, 2022: Map Adoption

- bb. Any new or revised maps, related demographics, and summaries are posted on the project website.



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- cc. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the remaining maps.
- dd. One or more hearings are held to continue the review and refinement of the focus maps and, ultimately, adopt the final map.
- ee. Outreach continues to inform residents and community groups of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.
- ff. Following map adoption, NDC coordinates map implementation with the County Registrar, informing the jurisdiction staff of the progress, any issues, and ultimate completion of that work.
- gg. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.



Details of Optional Project Elements

Advisory or Independent Redistricting Commissions

NDC anticipates that many California jurisdictions will create advisory or independent commissions to manage the redistricting process. NDC welcomes the use of such commissions, and our pricing does not change for jurisdictions creating commissions. But the creation, training, operation and reporting of such commissions often leads to more meetings (and a resulting increase in the “per meeting” project expenses) than a traditional redistricting process conducted primarily by the jurisdiction’s elected leadership.

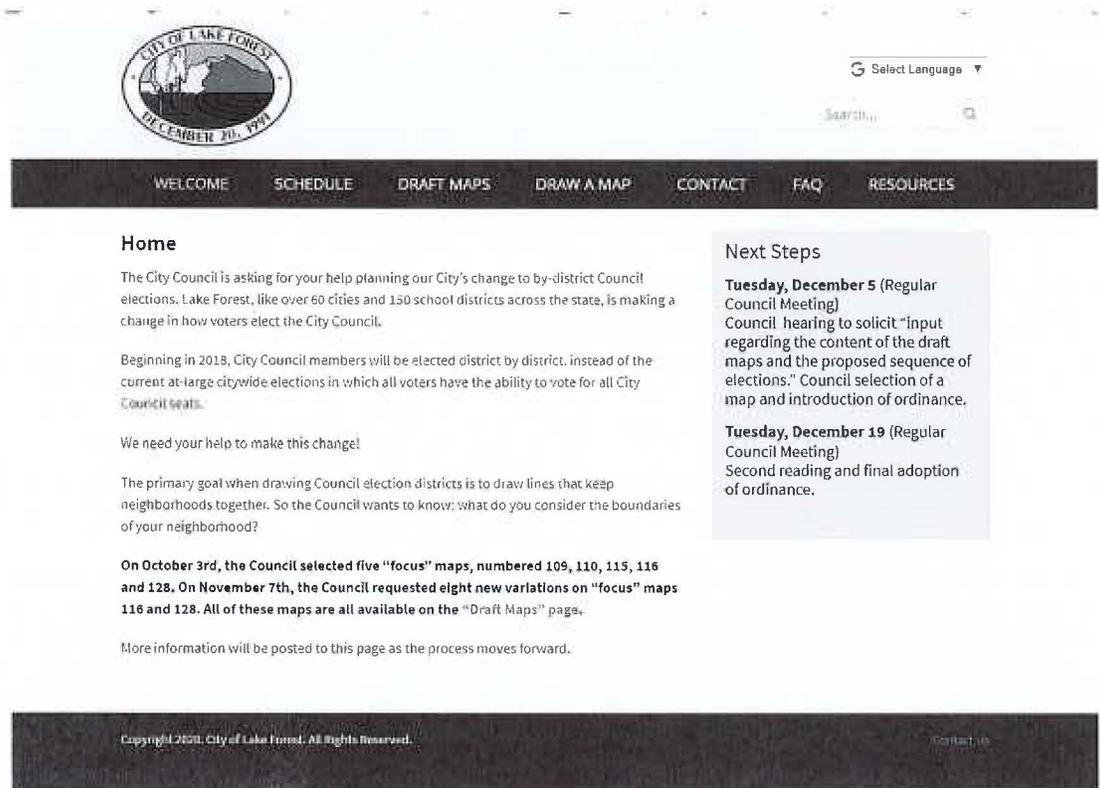
Outreach Assistance

NDC brings topical expertise to your jurisdiction’s outreach efforts, and NDC makes available to all clients our library of sample outreach materials including op-ed articles, postcards, utility bill inserts, flyers, and social media messages. NDC provides all of these materials along with our advice and input on outreach strategy and materials to any interested jurisdiction, but we do not have graphic artists to customize or design such materials in-house.

For larger-scale outreach efforts, especially where jurisdictions wish to send representatives out to regular meetings of existing community organizations, NDC typically works together with a jurisdiction’s in-house communications staff and/or with one or more outreach organizations. We have a number of firms we recommend, and we would be happy to work with any in-house team at the jurisdiction or with any firm or organization the jurisdiction selects. Projects with this level of outreach are relatively rare, as most projects can be handled by the jurisdiction’s existing communications team using the samples, templates and advice NDC provides.

Project Website

NDC provides all project materials in website-friendly formats for posting on the jurisdiction’s website. At no cost, NDC will provide project website samples and website language for use on the jurisdiction’s project website. But for jurisdictions that prefer not to take on the challenge of creating and managing a rapidly-changing project website, NDC will create, host, and update project website (visit to see one such site – though note that site was created prior to passage of the new AB849 requirements).



Background on Online Mapping Tool Options

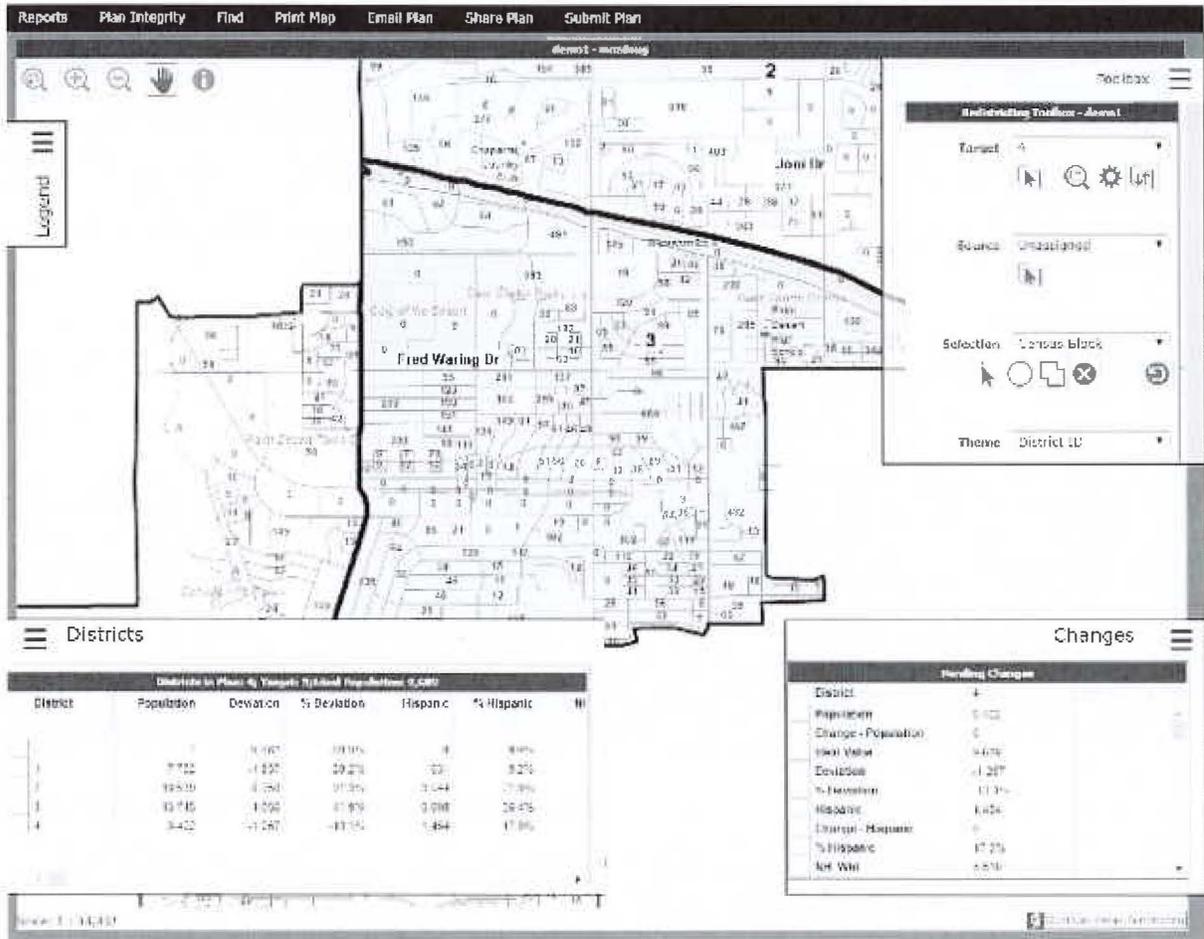
NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects.

Only NDC has repeatedly trained members of the public, processed public map submissions, and presented the public map proposals to public hearings and commission meetings. NDC's online mapping tool options provide user support, hosting, managing, and processing submitted plans for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.



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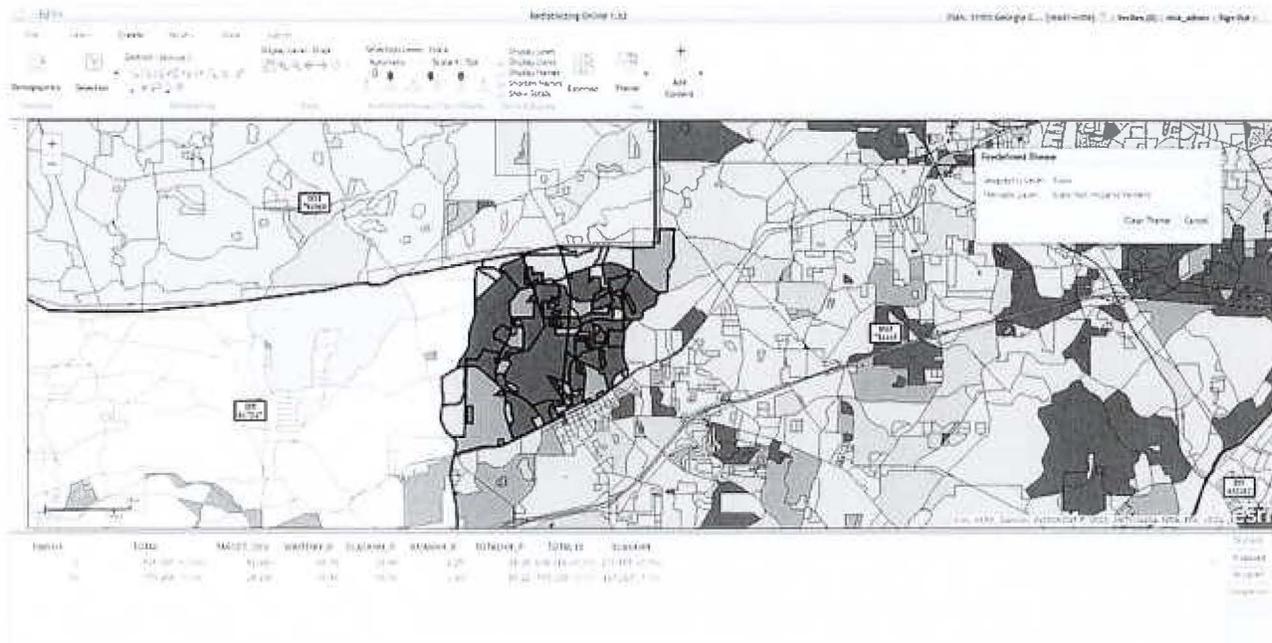
In the more than 200 California local districting projects between 2012 and 2020, NDC is the only consultant providing clients access to Caliper Corporation’s “Maptitude Online Redistricting” tool. Even with the technical challenges arising from such tools’ power and flexibility, NDC’s training and encouragement frequently results in 10, 20, 30 or more different maps drawn by residents of the school district or city providing that tool to its residents.





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The other primary public mapping tool currently on the market is ESRI's online districting tool. While easy to use, the ESRI product costs significantly more. As a result, traditionally only the largest jurisdictions have been able to afford it.



When it is time to start the project, NDC will work with each interested client to determine which, if any, online mapping tool best meets the goals and budget of the jurisdiction.

Paper- and Excel-based Public Mapping Tools

While online mapping tools are very popular, NDC never forgets those residents who do not have internet access or who simply prefer to not drawing maps online.

At no cost with every online mapping tool, and as a separate option for jurisdictions that for budget or other reasons do not include an online mapping tool, NDC offers our “Public Participation Kit.” Each “Kit” includes two formats.

The first, and most simple, Kit is a one-page map showing streets, city borders, and population counts for NDC-created “Population Unit” geographic areas. Residents draw the map they wish to propose and add up the population counts by hand until they get the right population count in each district.

All of the directions needed are right on the single-page form. Examples of these tools, from our work for the City of Lake Forest, are available here: <https://drawlf.org/draw-a-map/>.

The second form of offline mapping tool is for those residents who do not want to deal with an online mapping tool, but who are already comfortable with Microsoft Excel. NDC provides a similar simple one-page map of those same “Population Units,” but this time the map shows the Unit ID number rather than the population count in that Unit. Residents then enter their preferred district assignment for each Population Unit into the pre-formatted Excel spreadsheet (also available on the Lake Forest website), and Excel calculates the total population and demographics of each District. When the resident has the map the way they like it, they simple email in the Excel file.

Public Participation Kit

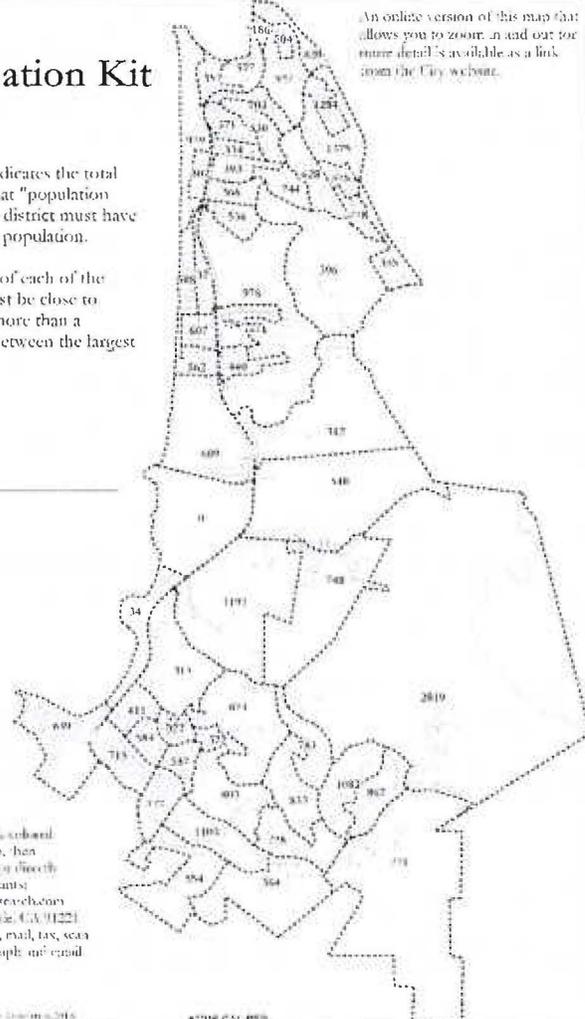
An online version of this map that allows you to zoom in and out for more details is available as a link from the City website.

Each number indicates the total population of that “population unit” area. Each district must have essentially equal population.

The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

Name: _____

Phone or email: _____



Please note that once submitted, you to draw your map, then submit it at City Hall or directly to our project consultant: Submission@NDCresearch.com
 100 West 52nd, Lake Forest, IL 60121
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

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Project Pricing

1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses): \$ 17,500

2. **Per-Meeting expense:**

- In-person attendance, per meeting \$ 2,750
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,250

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries.

Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. **Optional Project Elements:**

a) Project website \$ 4,500

b) Online mapping tool options:

- Caliper’s “Maptitude Online Redistricting” (MOR) no add’l charge
- Tuft University’s “DistrictR” no add’l charge
- ESRI Redistricting *

c) Public Participation Kit mapping tool:

- i. With MOR or ESRI online mapping tool..... incl. at no add’l charge
- ii. Without MOR or ESRI online mapping tool..... \$ 2,500

d) Working with independent or advisory redistricting commission no additional charge

e) Additional outreach assistance..... separately contracted

* ESRI prices its software on a jurisdiction-by-jurisdiction basis. The lowest prices we have seen are \$80,000 and up. If that is an option the jurisdiction would like to pursue, NDC will request a specific price for your jurisdiction from ESRI.

Other Potential Project-Related Expenses:

The most common additional project expenses would be any site or staff costs for conducting the community forums and the cost of printing or copying paper copies of the “Public Participation Kit.” In NDC’s experience, most participants will download and print the Kits in their own homes or offices.



Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson).....	\$300 per hour
Vice President (Justin Levitt)	\$250 per hour
Senior Consultant	\$200 per hour
Consultant.....	\$150 per hour
Analyst / Clerical	\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$350 per hour.

Requested Payment terms:

NDC requests that one-half of the “Basic Project Elements” fee or the entire “Still Balanced” project fee be paid following the decision on which project will be undertaken, with the balance of the project costs paid at the conclusion of the project.

Exception: “Still Balanced” Jurisdictions

For a few jurisdictions, the existing election areas will still meet the equal population and voting rights act requirements using new 2020 Census data and the requirements of California’s new “Fair Maps” law. These jurisdictions have the option simply retain the existing map without drawing and holding hearings on alternative maps. For jurisdictions electing this approach, the project would conclude with that decision and the only project expense would be the “still balanced” analysis expense and any per-meeting fees (at the per-meeting rates stated above).

Includes all the services listed below: \$ 2,500

- Compile total population and Citizen Voting Age Population data.
- Import existing election area lines.
- Compile population data by election area and calculate population deviations, prepare memo summarizing findings.

“Still Balanced” optional project elements and per-meeting expenses

Meeting attendance and optional project elements are not included in the “minimal change” project base fee. If requested, NDC team members participate in “minimal change” project hearings or forums at the same “per meeting”



National Demographics Corporation

expenses, and optional project elements are provided at the same prices listed for a standard project in the previous section of this proposal.

Conclusion

Since its founding NDC has been the nation's preeminent company devoted to local election systems. To summarize:

- NDC has more experience in the field of municipal political election systems than any other company.
- NDC's experience and expertise has been recognized by our hundreds of clients, the California League of Cities, the California School Board Association, the California Special District Association, and the National Conference of State Legislatures.
- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC's suggested approach has been tested in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- Neither the Justice Department nor any Court has ever rejected any of the hundreds of local government districting or redistricting plan submitted by NDC.

NDC takes pride in tailoring each project to the needs and goals of each individual client. NDC is open to any feedback, concerns, requests, or changes regarding this proposal.

NDC looks forward to the opportunity to work with you on this project.



Proposal Acceptance

The terms of this proposal are available for 90 calendar days from its delivery to you. In most situations, NDC is open to extending that period of time to meet any particular needs of your jurisdiction.

If your jurisdiction has specific contract and/or letter of agreement language you prefer to use, please provide it and ignore the signature block below. If you prefer, simply sign two copies of this proposal in the signature block below and return them to NDC. Once signed by NDC, one copy will be returned to you.

Thank you.

For National Demographics Corporation

For Reedley

Douglas Johnson, President

Date

Date

Appendix

Resumes of NDC President Dr. Douglas Johnson and Vice President Dr. Justin Levitt are attached.

A client list and resumes of all NDC team members are available at www.ndcresearch.com/about-us/.

Douglas Mark Johnson

P.O. Box 5271
Glendale, CA 91221
djohnson@NDCresearch.com

mobile: (310) 200-2058
office: (909) 624-1442
fax: (818) 254-1221

Employment

President, National Demographics Corporation, 2006 – present.
Senior Analyst, National Demographics Corporation, 2001 – 2006.
Fellow, Rose Institute of State and Local Government, 2001 – present.
Project Manager and Senior Manager at three internet startup companies, 1999 - 2001.
U.S. Representative Stephen Horn, Legislative Director and System Manager. 1993 – 1997.
Coro Foundation, Fellowship in Public Affairs. 1992 – 1993.
Rose Institute for State and Local Government, Student Manager. 1989 – 1992.

Education

Claremont Graduate University, Ph.D. in Political Science, 2015. Dissertation: "Independent Redistricting Commissions: Hopes and Lessons Learned."
UCLA Anderson Graduate School of Management, MBA, 1999.
Claremont McKenna College, BA in Government (Political Science), 1992.

Academic Honors

Graduated Cum Laude from Claremont McKenna College.
Phi Beta Kappa. Philip Roland Prize for Excellence in Public Policy.

Publications and Articles

Christian Science Monitor "Let the public help draw voting districts," October 25, 2013.
New York Times, "The Case for Open Primaries," February 19, 2009.
Los Angeles Times Opinion Articles:
 "A neighbor's help on redistricting" June 24, 2007.
 "A Trojan horse primary for the GOP" February 25, 2007.
 "Where a porn palace stood" (article on redevelopment), July 30, 2006.
Fresno Bee Opinion Article: "The Poison Handshake" June 15, 2004.
Redistricting in America. Rose Institute of State and Local Government, 2010.
Restoring the Competitive Edge: California's Need for Redistricting Reform and the Likely Impact of Proposition 77. Rose Institute of State and Local Government, 2005.
"Competitive Districts in California" Rose Institute of State and Local Government, 2005.
Latinos and Redistricting: "Californios For Fair Representation" and California Redistricting in the 1980s. Rose Institute of State and Local Government, 1991.

Speaker or Panelist

California School Board Association Annual Education Conference panelist: "The California Voting Rights Act: What Board Members Must Know." December 4, 2015.
Associated Cities of California – Orange County, Keynote Speaker, Newly Elected Officials' Reception and Dinner, "The California Voting Rights Act," January 29, 2015.
California League of Cities, City Manager Department, 2015 Department Meeting: "Opportunity to Engage Residents: The California Voting Rights Act." January 29, 2015.
California League of Cities, City Clerk Department, 2014 Annual Meeting: "Whose Line Is It Anyway: Making the transition from at-large to by-district elections." September 3, 2014.
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2007 Spring Forum, "The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting."
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2008 Spring Forum, "Communities of Interest In Redistricting: A Practical Guide."

Douglas Mark Johnson

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2009 Fall Forum, "The Key to Successful Redistricting."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2010 Spring Forum, "Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2011 Winter Forum, "Citizen Voting Age Data from a line-drawer's viewpoint."

Luncheon Keynote Speaker, Santa Barbara's Channel Cities Club, "California's next experiment: independent, public redistricting," January 18, 2011.

Annual Conference, Arizona League of Cities and Towns, Presenter at "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011," August 25, 2010.

Redistricting, The 2010 Census, and Your Budget, Sponsored by the Rose Institute of State and Local Government, California League of Cities, October 15, 2009.

Arizona Election Law 2010 Continuing Legal Education Conference, "Communities of interest and technology in redistricting," sponsored by the Arizona State Bar Association, March 2010

California's New Independent Redistricting Commission, sponsored by the Irvine Foundation and the California Redistricting Collaborative, December 15, 2009

Tribal Association of Sovereign Indian Nations (TASIN) Legislative Day 2009, "The 2010 Census and 2011 Redistricting in California," December 2, 2009.

California School Board Association, "Litigation Issues and the California Voting Rights Act," December 4, 2009.

California Latino School Boards Association, "Introduction to the California Voting Rights Act," August 20, 2009.

Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government

Texas Tech University, "A Symposium on Redistricting," May, 2006

California League of Cities, "Introduction to the California Voting Rights Act."

Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007

Classroom speaker at Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College

Justin Mark Levitt

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Glendale, CA 91221
jlevitt@NDCresearch.com

mobile: (480) 390-7480
office: (818) 254-1221
fax: (818) 254-1221

Employment

Vice-President, National Demographics Corporation, 2012 – present.
Senior Analyst, National Demographics Corporation, 2003 – 2011.
Instructor in Political Science, University of California, San Diego, 2012 – present.
Graduate Research Fellow, Center for US-Mexico Studies, 2010 – present.
Graduate Research Fellow, University of California, San Diego, 2008 – 2010 and 2013 – 2014.
Jesse M. Unruh California Assembly Fellow. 2006 – 2007.
Rose Institute for State and Local Government, Student Manager. 2005 – 2006.

Education

University of California, San Diego, Ph.D. Political Science, 2016. Dissertation title: “The Impact of Geographic Patterns on Tradeoffs in Redistricting.”
Claremont McKenna College, BA in Philosophy, Politics and Economics (PPE), 2006.

Academic Honors

California Studies Fellow, University of California, San Diego, 2007 – 2009
Graduated Cum Laude from Claremont McKenna College.

Publications and Conference Presentations

Settle, Jamie, Robert Bond, and Justin Levitt. 2011. “The Social Origins of Adult Political Behavior.” *American Politics Research*: 39 (2). 239-263

Miller, Kenneth and Justin Levitt. 2007. “The San Joaquin Valley.” In The New Political Geography of California. Eds. Frederick Douzet, Thad Kousser, and Kenneth Miller. Berkeley: Institute of Government Studies.

“The Political Geography of Tradeoffs in Redistricting” Paper presented at the State Politics and Policy Conference, Iowa City, IA, 2013

Getting What You Want: A Bargaining Approach to Fair Division in Redistricting. Paper presented at the “Challenging Urban Borders : the geopolitics of immigration and segregation” workshop, Berkeley, CA, 2013 and the State Politics and Policy Conference, Houston, TX, 2012

“An Atlas of Public Health in Mexico” (with Alberto Diaz Cayeros). Paper presented at the Hewlett Foundation Conference on Public Health, Mexico City, DF, 2012

“Remoteness and the Territoriality of Public Health” (with Alberto Diaz Cayeros). Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“Initiatives as revealed preferences”
Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“No Se Puede: Latino Political Incorporation in Phoenix.”. Paper Presented at the New Political Geography of California conference, Berkeley, CA., 2009

Justin Mark Levitt

“Political Change in the Central Valley”. Paper Presented at the Western Political Science Association conference, Las Vegas, NV.,2007

Working Papers

Hill, Seth, Thad Kousser, Alex Hughes, and Justin Levitt. ND. *“How Competitiveness Shapes Infrequent Primary Voters Response to Receiving a GOTV Mailer.”*

Diaz-Cayeros, Alberto and Justin Levitt. ND. *“Remoteness and the Territoriality of Public Health.”*

Levitt, Justin. ND. *“Getting What You Want: A Bargaining Approach to Fair Division in Commission-led Redistricting.”*

Teaching Experience

California State University, Long Beach, Department of Political Science

Adjunct Professor—POSC 327 (Urban Politics)	Spring 2016-Present
Adjunct Professor—POSC 229 (Cases in Policy Analysis)	Present
Adjunct Professor—POSC 412 (Law and Social Change)	Spring 2016-Present
Adjunct Professor—POSC 399 (California Politics Short Course)	Present

University of California, San Diego, Department of Political Science

Co-Instructor—UPS 170 (Regional Governance Reconsidered)	Spring 2015
Instructor—Poli 100A (The Presidency)	Fall 2014
Instructor—Poli 160AA (Introduction to Public Policy Analysis)	Fall 2013
Instructor—Poli 10 (Introduction to American Politics)	Summer 2013

BUDGET AMENDMENT RESOLUTION 2021-012

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

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4130.3000	City Clerk Professional Services	25,000
Total		\$ 25,000

Purpose: To engage the services of a professional demographer for the City to begin the Redistricting process, required by law to be completed every ten years with updated census data, so that each council district is substantially equal in population.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
001-2710	General Fund Balance	\$ 25,000
Total		\$ 25,000

Impact: The estimated cost of the Redistricting process will be derived from available unallocated fund balance in the General Fund, with no impact to any existing budgeted program or service.

REVIEWED:


Assistant City Manager

RECOMMENDED:


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on March 9, 2021, by the following vote:

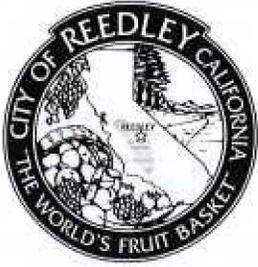
AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: March 9, 2021

TITLE: WORKSHOP – LOCAL AGENCY FORMATION COMMISSION (LAFCO)
EXECUTIVE DIRECTOR DAVID FEY PRESENTING ON THE MISSION AND
GOALS OF FRESNO LAFCO

APPROVED: Nicole R. Zieba
City Manager

No materials are provided for this presentation.



REEDLEY CITY COUNCIL

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

ITEM NO: 8

DATE: March 9, 2021

TITLE: WORKSHOP TO DISCUSS THE DOWNTOWN VIBRANCY PROJECT PLAN AS PRESENTED TO THE DOWNTOWN STREETScape COMMITTEE

APPROVED: Nicole R. Zieba
City Manager

BACKGROUND

On February 16, 2021, staff presented the initial plan of preliminary ideas for Downtown improvement projects to the Downtown Streetscape Committee. The plan will use the remaining unallocated portion of the 2011 Redevelopment Agency bond funds that had been set aside for Downtown improvements. While there is far more need than available funding, the intent behind the projects presented was to provide visible, much-needed rehabilitation to public areas of the Downtown in an effort to revitalize the City's core, consistent with original goals of the Reedley Redevelopment Agency before it was dissolved by State law. Projects are centered around lighting, parking, and beautification along the G Street corridor. The Streetscape Committee deliberated and provided comments and suggestions for the "menu" of ideas for the Downtown.

Staff will present the menu options to City Council for initial comments, suggestions, and further ideas. From there, staff will ask Downtown business owners to participate in stakeholder outreach meetings to refine the ideas, gather additional comments and suggestions, and provide information about the timelines for the Downtown projects. It is expected that most of the projects can be completed in the late spring and early summer.

FISCAL IMPACT

The draft proposed improvements reviewed by the Streetscape Committee are approximately \$466,000. Funds would come from the unallocated portion of the 2011 Redevelopment Agency Bond Fund.



REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing
- Receive/Review

ITEM NO: 9

DATE: March 9, 2021

TITLE: DECEMBER 2020 TEMPORARY BUSINESS ASSISTANCE PROGRAM REPORT OF UTILIZATION

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

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

RECOMMENDATION

That the City Council receive and review a report of utilization of the temporary Business Assistance Program, which ended on February 26, 2021.

EXECUTIVE SUMMARY

On December 4, 2020, the City Council adopted Resolution 2020-100 establishing a temporary Business Assistance Program for Reedley restaurants, gymnasiums/fitness centers, religious organizations and salons/barbershops, to reimburse them for modifications made to their premises for outdoor operations as a result of State public health regulations. Salons/Barbershops were also allowed to submit for expenses incurred for indoor operations and City utility charges for the months of December 2020 and January 2021. The program was funded from a \$45,000 allocation from the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from the County of Fresno.

The program ended on February 26, 2021 with the City receiving 27 eligible applications that granted direct reimbursements and utility relief totaling \$22,880.42. Many of the business owners and organizations who received reimbursement or utility charge relief expressed their appreciation of the support received from the City.

BACKGROUND

The City has invested its CARES Act funds heavily into local business assistance activities this past year as highlighted below:

August 2020 Temporary Utility Bill and Streetscape Assessment Forgiveness Program

In August 2020, utilizing \$25,000 from the City's allocation of 2020 CARES Act Coronavirus Relief funds, the City Council established a Temporary Business Utility Bill & Streetscape Assessment District Forgiveness Program to provide relief to eligible Reedley barbershops, salons and other personal care service businesses that had not been able to re-open for indoor operations, and as a result, had little or no revenue coming in. 17 businesses were found to be eligible for the program based on the provisions established in Resolution No. 2020-069, and were notified. Eligible requests totaled \$5,473.75. Since all eligible requests were within available program funding, all were approved for utility/Streetscape Assessment forgiveness and were notified.

Remaining funds from the allocation, \$19,526.25, were reallocated and used to continue business assistance activities in the downtown corridor as presented at the August 25, 2020 City Council meeting, and further discussed during staff updates on October 13, 2020.

May/June 2020 Temporary Business Utility Bill Forgiveness Program

In May 2020, the City Council established a Temporary Business Utility Bill Forgiveness Program to provide relief to eligible Reedley businesses affected by the COVID-19 pandemic, by offering up to two months of City utility bill forgiveness, to include charges for water, wastewater and solid waste services. The program was initially funded by a \$25,000 transfer from the City's General Fund Reserve. Due to strong response from Reedley businesses, the program was amended in June 2020 to increase available funding to \$37,000. 75 utility customers, representing 85 utility accounts totaling \$36,096.60 in relief requests, were granted.

\$30,000 - Additional Contributions to the Greater Reedley Chamber of Commerce

Beginning in March 2020, the effects and impact of the mitigation efforts and community response to the pandemic caused the City to request additional services and support from the Chamber. 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 \$5,000 for services rendered to the City and in support of the business community. The need for the Chamber's enhanced support of the business community continues into this fiscal year, and an additional \$25,000 of compensation was included in the City's 2020-2021 Adopted Budget for this purpose, for total compensation of \$75,000.

\$83,550 Reedley Business Assistance Activities

In August 2020, the City Council allocated \$39,024 in CARES Act funds for Reedley Business Assistance Activities, that was in addition to funding for temporary utility bill and streetscape forgiveness programs for business owners. The initial allocation of \$39,024 was used to rent temporary barricades, portable cooling units, canopies/shade covers, and initial construction of raised parklet/parking area platforms to support outdoor dining and retail infrastructure in operating outdoors in the downtown corridor.

While this was a sizable contribution, in order to ensure that the current number of requested raised parklet/parking area platforms to support outdoor dining and retail infrastructure were fully funded, remaining funds of \$19,526.25 from the August 2020 Temporary Utility Bill and Streetscape Assessment Forgiveness program were transferred to this project in October 2020. In addition, in October 2020, the City Council authorized an additional \$25,000 allocation from the County CARES Act funds for this purpose, which increased the total downtown business assistance to \$83,550.25, not including the aforementioned utility/streetscape forgiveness programs.

\$9,100 – River City Theater Company Rent Waiver

In April 2020, the City Council authorized staff to waive the monthly rent payments from the River City Theater Company for use of the Opera House for the months of April and May 2020. As the pandemic stretched on and restrictions remained in place, the River City Theater Company was forced to cancel its 2020 season and requested a rent waiver for the remainder of the calendar year. In July 2020, the City Council formally authorized a waiver for the months of June through December 2020.

\$1,697 – BMX Facility Rent Waiver

In January 2020, the City Council approved a successor agreement for the lease of Reedley Airport premises for Bicycle Motocross Track operations. The track operators, Paul and Donna Huebert, have been significantly impacted by the COVID-19 pandemic with a large number of their events canceled or postponed. On August 25, 2020, the City Council authorize the City Manager to grant a lease payment reduction not to exceed \$1,697, which is roughly equivalent to half of the annual rent for the facility.

\$50,000 - Sequoia Safety Council Support

On October 13, 2020, the City Council authorized a payment from the Fresno County CARES Act allocation to the Sequoia Safety Council, Reedley's ambulance provider, for purchases of personal protective equipment. Funds are for the purchase of N95 respirators, disposable gowns, a portable ventilator machine, and a Quantitative Fit Test Machine to ensure that employee respirators fit properly provide an adequate face seal, among other items to mitigate the impacts of COVID-19 on their small organization.

ATTACHMENTS

Resolution 2020-100

RESOLUTION NO. 2020-100

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
ADOPTING A TEMPORARY BUSINESS ASSISTANCE PROGRAM FOR
REEDLEY BUSINESSES AND RELIGIOUS ORGANIZATIONS TO
REIMBURSE COSTS FOR MODIFICATIONS MADE TO THEIR
PREMISES FOR OPERATIONS TO BE COMPLIANT WITH STATE
PUBLIC HEALTH ORDERS**

WHEREAS, as a response to the COVID-19 pandemic, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians; and

WHEREAS, on November 16, 2020, the State of California reverted Fresno County to the “Purple Tier 1” in the state’s color-coded ‘Blueprint for a Safer Economy.’; and

WHEREAS, the backslide into the more restrictive tier means that restaurants, churches, gyms and other business sectors that had been allowed to reopen indoors with limited capacity had to return to outdoor-only operations; and

WHEREAS, on December 5, 2020, Governor Newsom issued a new Stay-At-Home Order that impacts Reedley residents and business. The order requires, among other restrictions, that restaurants may be open for take-out and delivery, with no outdoor dining allowed, and barbershops, salons and other personal care services must close; and

WHEREAS, to date, 13 of the roughly 30 active restaurants in Reedley have applied to the City for outdoor dining options to include making modifications to their operation to allow for outdoor dining; and

WHEREAS, the City Council desires to establish a temporary business assistance program for Reedley restaurants, gymnasiums/fitness centers and religious organizations to reimburse them for modifications made to their premises for outdoor operations as a result of State public health regulations; and

WHEREAS, the City Council also desires to reimburse owners of barbershops and salons for modifications made to their indoor spaces to be compliant with State orders that previously allowed them to operate indoors under the state’s color-coded ‘Blueprint for a Safer Economy.’, as well as to waive City utility costs for months that the new Stay at Home order is in place; and

WHEREAS, \$45,000 has been identified as available for this program from the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from the County of Fresno.

NOW, THEREFORE, BE IT RESOLVED THAT a temporary Business Assistance Program is hereby established using the provisions identified below, and shall remain in effect until February 26, 2021, or modified or rescinded by subsequent resolution of the City Council.

1. The program will be funded from a \$45,000 allocation from the City General Fund, and funds will be distributed on a first come, first served basis until funding is exhausted or replenished with additional allocations.

2. This program is only applicable to licensed and eligible Reedley restaurants, gymnasiums/fitness centers, religious organizations, barbershops, and salons.
3. Reedley restaurants, gymnasiums/fitness centers, and religious organizations may apply for reimbursement for expenses incurred for outdoor modifications only.
4. Reedley barbershops and salons may apply for reimbursement for expenses incurred for indoor or outdoor modifications.
5. Reedley barbershop and salon owners may also apply for a waiver of City utility charges for water, wastewater, and solid waste services for the months that the new Stay at Home order is in place that includes a requirement that their businesses stay closed.
6. All applicants must attest that they have fully complied with State orders to be eligible for consideration.
7. Reimbursements are limited to a maximum of \$1,500 per business or organization, and copies of purchase receipts (or other proof of purchase) substantiating the request must be provided at the time of application.
8. Only businesses or organizations with active and valid business licenses with the City of Reedley are eligible.
9. Businesses must be compliant with all City requirements for outdoor operations, including submittal of a brief site plan, property owner consent (if applicable), and meeting all ADA and insurance requirements.
10. The City Manager and Assistant City Manager are authorized to implement this temporary Business Assistance Program, including promulgation of program rules not enumerated in this resolution.
11. All applications/requests for utility bill forgiveness must be received by end of business February 26, 2021 to be considered.
12. A report of program utilization, including number and amount of requests received and processed, will be provided to the City Council in March 2021, or sooner if program funds are exhausted.

This foregoing resolution is hereby adopted this 4th day of December, 2020, by the following vote:

AYES: Fast, Pinon, Beck, Betancourt, Soleno

NOES: None

ABSTAIN: None

ABSENT: None

ATTEST:


Ruthie Greenwood, City Clerk


Frank Piñon, Mayor





Downtown Vibrancy Program

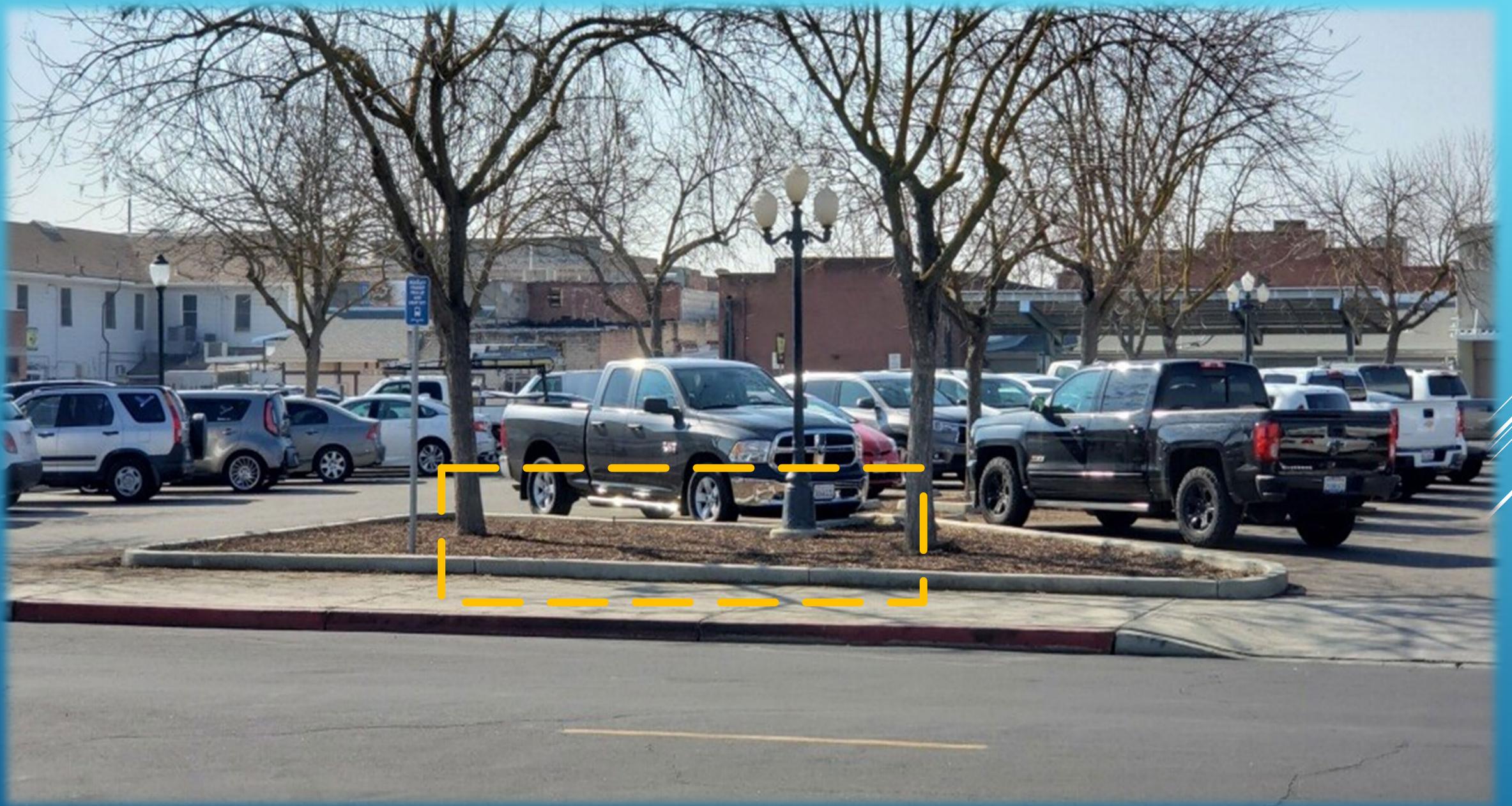
East Parking Lot Rehabilitation

(F Street adjacent to Wells Fargo Bank)

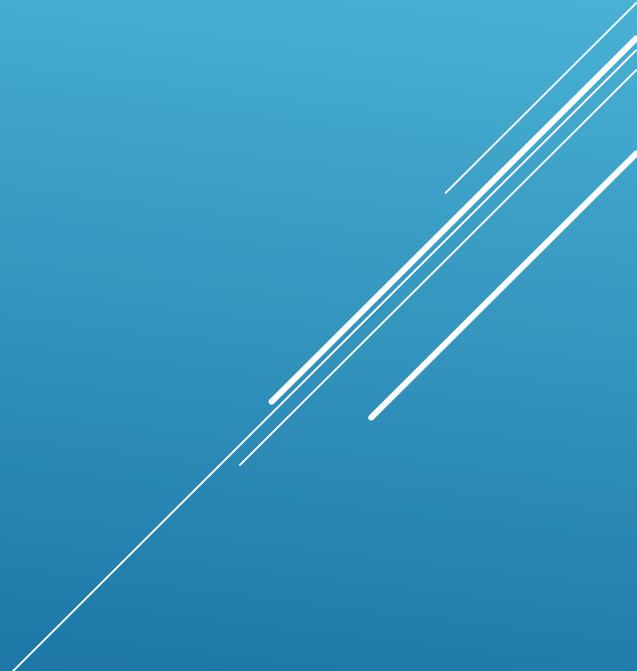
Needs	Notes	Est. Cost
Asphalt rehabilitation	Asphalt dig outs	\$ 9,250
	Crack Sealing	\$ 550
	Type 2 Slurry seal	\$ 11,000
	Grind old stripes and re-strip after slurry seal	\$ 4,500
Rehab planter areas	Place bark in planter areas/ replace dead plants	\$ 1,500
Install bench at Transit stop	Install a new waiting bench with concrete pad at Transit waiting area	\$ 1,600
Remove all parking stops	Place bark in planter areas	\$ 900
		TOTAL \$ 29,300

- Asphalt Rehabilitation
- Rehabilitate Planters
- Install bench at Transit Stop





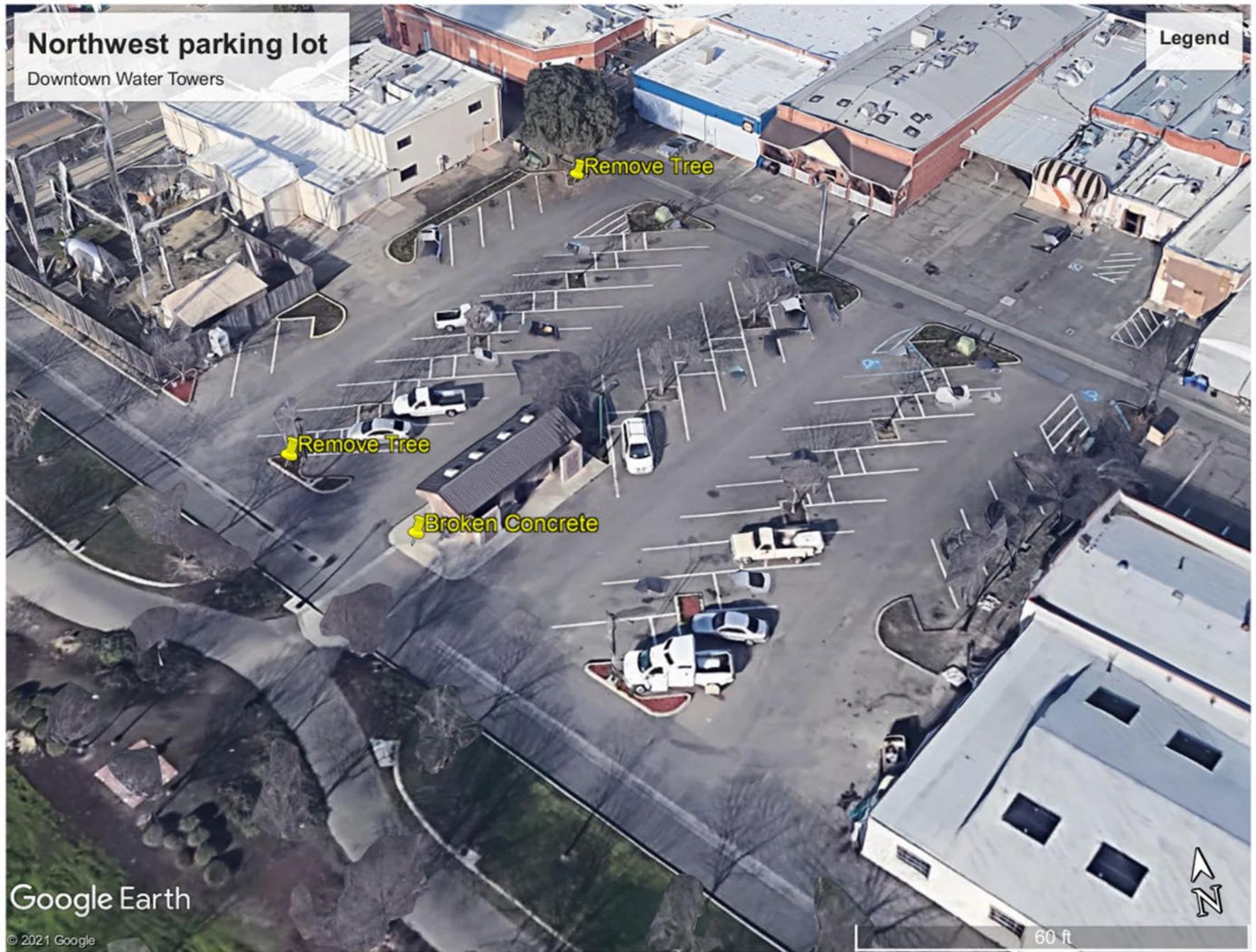
Remove Parking Stops



North West Parking Lot (adjacent to the downtown water towers)

Needs	Notes	Est. Cost
Asphalt Rehabilitation	Dig out areas in alley way and parking lot	\$ 18,980
	Crack seal	\$ 700
	Type 2 Slurry seal	\$ 23,000
	Grinding existing stripes and re-stripe after slurry seal	\$ 4,800
Tree Removal/SE Corner	Remove large overgrown tree that is causing damage to the asphalt	\$ 900
Tree Removal/NW Corner	Remove large tree that is below the streetlight	\$ 500
Replace broken concrete	Replace broken concrete on NW corner of restroom area (by alley)	\$ 4,500
Rehab planter areas	Place bark in planer areas	\$ 1,500
Planter areas on East end	Concrete cobble in end caps on East side	\$ 3,000
New Historic Mural	Mural on the back wall of Museum	\$ 10,000
TOTAL		\$ 67,880

- **Tree Removal**
- **Replace Broken Concrete**
- **Asphalt Rehabilitation**
- **Rehabilitate Planter Areas**
- **Historic Mural**



Historic Mural Example



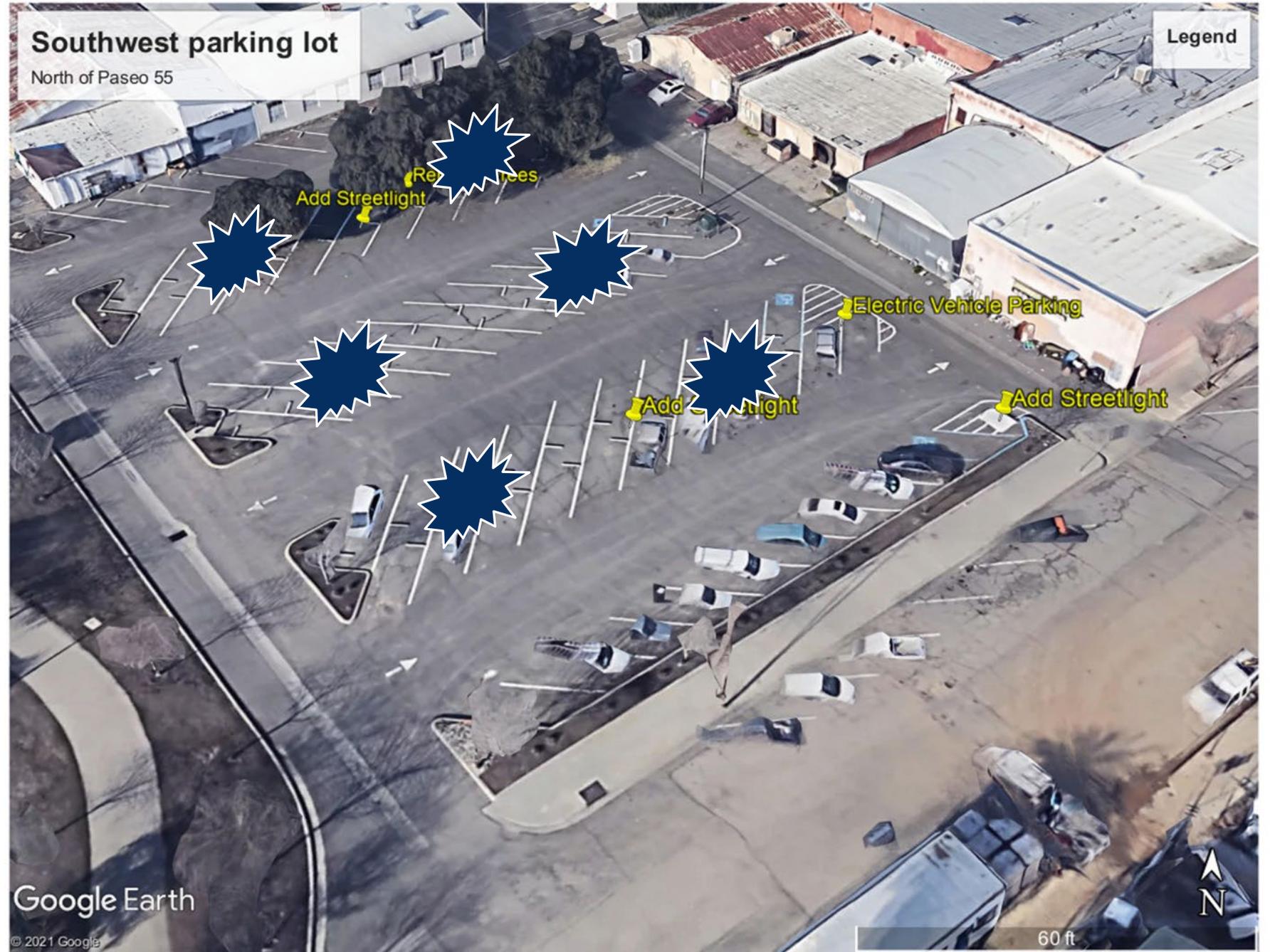
South West Parking Lot (north of Paseo 55)

Needs	Notes	Est. Cost
Asphalt Rehabilitation	Dig outs in alley way and parking lot	\$ 18,230
	Crack seal	\$ 700
	Type 2 Slurry seal	\$ 25,600
	Grind old stripes and re-stripe with new layout (tree wells, etc.)	\$ 6,500
Remove parking stops	Remove all concrete parking stops. Many are cracked, broken , and falling apart	\$ 1,000
Remove 3 trees	Remove 1 dead tree, 1 huge tree and 1 large tree that is damaging asphalt	\$ 2,100
Irrigation	Repair broken irrigation and install new irrigation for new trees	\$ 6,000
Install tree wells/concrete curb	Install 6 new tree wells with concrete curbing	\$ 6,000
Plant new trees	Plant 6 new trees throughout parking lot area	\$ 1,500
Lighting	Install 2 new dual head streetlights and 1 new single head light in parking lots area (1 in SE corner and 2 in center of lot) Replace 2 existing lights that are HPS with LED lamps	\$ 31,000
Rehab planter areas	Install plants where missing and add bark to planter areas	\$ 1,000
TOTAL		\$ 99,630

- Remove Parking Stops
- Remove 3 trees
- Install Additional Lighting
- Rehabilitate Planter Areas
- Install New Irrigation for New Trees



- Install New Tree Wells
- Plant New Trees





Install Banner Poles at intersection of G St. and 11th St.

Needs	Notes	Est. Cost
Traffic Control		\$ 1,800
Foundations		\$ 7,000
Banner Poles/Installation		\$ 22,200
Electrical	Install electrical connection in the top of one pole	\$ 1,500
Christmas Decoration	40' long traditional Christmas wreath with Classic Bows	\$ 3,900
		TOTAL \$ 36,400



FRISCO MAIN STREET DINING & SHOPPING

CONGRATULATIONS
TO THE CLASS OF 2020

Simplicity Skyline

Item	Size	Lamps	Weight	Price	w/LED
OH-514	40'	62, C-9	62 lbs.	\$1,124	\$1,253



Christmas Flower Skyline

Item	Size	Lamps	Weight	Price	w/LED
OH-756	40'	180, C-9	145 lbs.	\$2,229	\$2,606



Merry Christmas Skyline

Item	Size	Lamps	Weight	Price	w/LED
OH-542	3'x42'	226, C-7	175 lbs.	\$2,264	\$2,737



Traditional Wreath Skyline w/6 Classic Bows

Item	Size	Lamps	Weight	Price	w/LED
OH-313	40'	275, C-7	121 lbs.	\$3,287	\$3,685



BEST SELLER

Streetscape Zone plus frontage of City Hall Pioneer Park

Needs	Notes	Est. Cost
Paint streetlight poles	Paint poles black (47x\$400)	\$ 18,800
Install additional lighting	Install new lights on 47 streetlight poles lower than the tree (one side of pole) canopy level. 47x\$1,800/pole	\$ 84,600
Install Decorative base	Decorative bases on 47 streetlight poles \$1,200x47	\$ 56,400
Remove Trees (25)	Remove trees by Streetlight Poles for better lighting & visibility of flags, etc. Fill n the tree wells with concrete	\$ 16,250
Install brick in tree wells per plan	Install brick in tree wells 154 tree wellsx\$350	\$ 53,900
Add Roofing lighting	Install lights on alley side of Opera House. Museum for an improved lighted pathway from parking lot to shopping areas	\$ 2,500
	TOTAL	\$ 232,450

GRAND TOTAL \$ **465,660**

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9TH

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PIONEER
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F ST

11TH ST

12TH ST

G ST

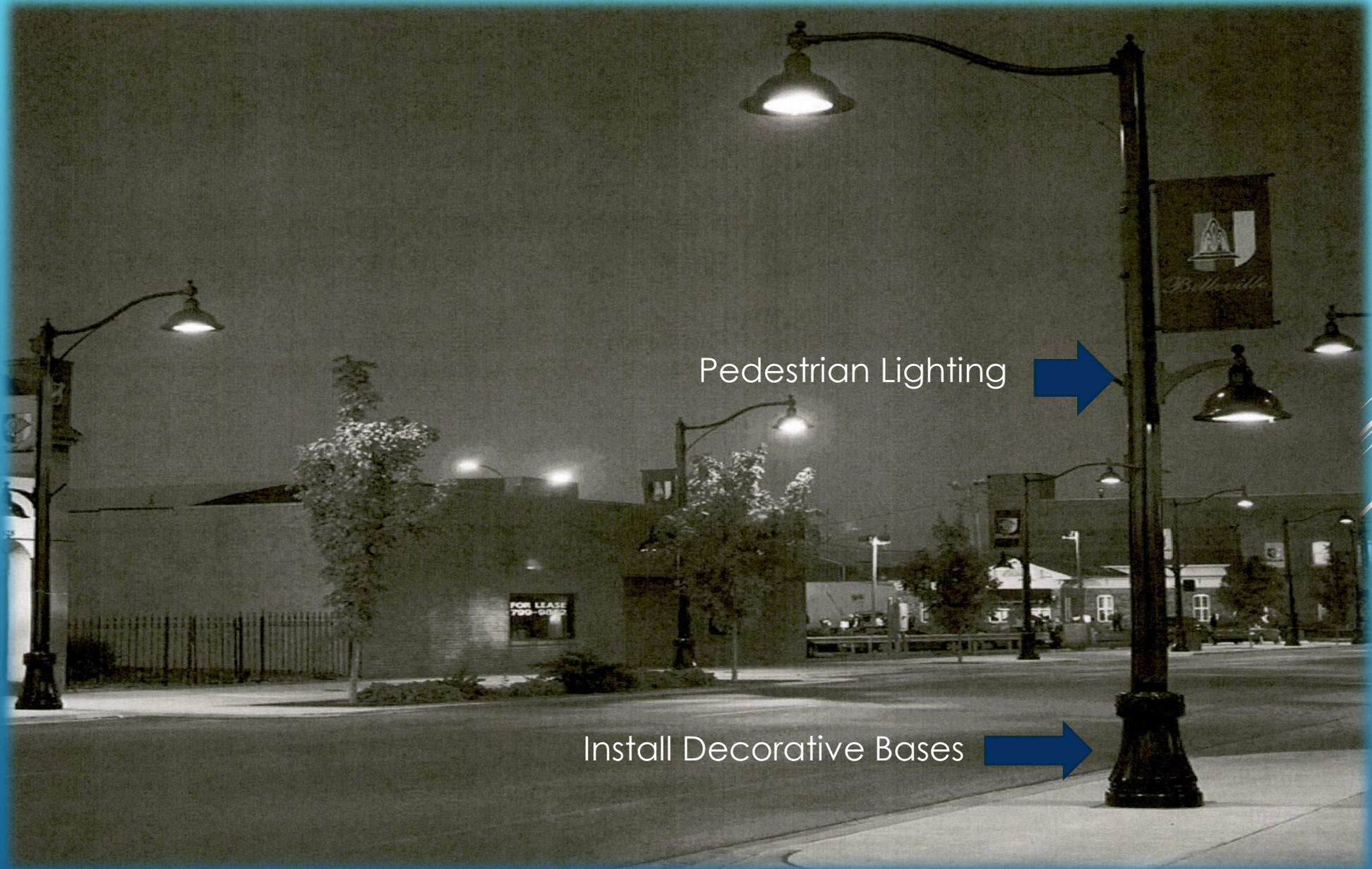
REEDLEY PARKWAY

Paint Streetlight
Poles Black



- Install Pedestrian Level Lighting

- Install Decorative Bases







Install Brick in Tree Wells



Install Rooftop Lighting

Add Rooftop Lighting



