

**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, May 11, 2021

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

The Council Chambers are accessible to the physically disabled. Requests for additional accommodations for the disabled, including auxiliary aids or to request translation services, should be made 48 hours prior to the meeting by contacting the City Clerk at 637-4200 ext. 212.

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

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

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 – Pastor Mike Schellenberg, Reedley Mennonite Brethren Church

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. INTRODUCTION OF NEW POLICE OFFICERS

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

NOTICE TO PUBLIC

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

CONSENT AGENDA (Item 2-10)

Motion _____ **2nd** _____

- 2. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF APRIL 27, 2021 AND SPECIAL COUNCIL MEETING OF MAY 4, 2021 - (City Clerk)
Staff Recommendation: Approve
- 3. RECOMMENDATION OF REJECTION OF CLAIM–. FEDERICO GARCIA- (Administrative Services)
Staff Recommendation: Approve Rejection
- 4. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT AND NOVATION AGREEMENT BETWEEN MUNICIPAL RESOURCE CONSULTANTS AND MUNISERVICES, LLC TO UPDATE INFORMATION ON FILE WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR CITY SALES TAX REPORTING AND AUDITING SERVICES – (Administrative Services)
Staff Recommendation: Approve
- 5. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN A SWEP AGREEMENT FORM WITH VALLEY ROP AND KINGS CANYON UNIFIED SCHOOL DISTRICT TO PROVIDE SUMMER INTERNS TO WORK FOR THE CITY OF REEDLEY – (Community Services)
Staff Recommendation: Approve

6. RATIFY THE AUTHORIZATION FOR CITY MANGER TO EXECUTE AN AGREEMENT WITH THE GIANTS COMMUNITY FUND AND AMERICORPS PROGRAM ALLOWING THE CITY OF REEDLEY TO PROVIDE AN AMERICORPS AMBASSADOR FOR THE 2021 JR. GIANTS BASEBALL PROGRAM– (Community Services)
Staff Recommendation: Approve
7. ADOPT RESOLUTION NO. 2021-034 APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE TWO OF TENTATIVE SUBDIVISION MAP 6178 (FRANKWOOD COMMONS) – (Community Development & Engineering)
Staff Recommendation: Approve
8. ADOPT RESOLUTION NO. 2021-036 ESTABLISHING THE FISCAL YEAR 2021-22 RATES FOR COMMUNITY FACILITY DISTRICT 2005-01, MAINTAINING RATES AT CURRENT LEVELS, AND SETTING DEPARTMENT ALLOCATIONS– (Administrative Services)
Staff Recommendation: Approve
9. RATIFY RESOLUTION 2021-037, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY ENDORSING THE CONSTRUCTION OF THE WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVENUE TO THE WASTEWATER TREATMENT PLANT. – (Administrative Services)
Staff Recommendation: Approve
10. ADOPT RESOLUTION 2021-038 AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$212,386 TO R.J. BERRY JR. INC FOR THE WASHINGTON AVENUE RECONSTRUCTION PROJECT BETWEEN COLUMBIA AVENUE AND HEMLOCK AVENUE. – (Engineering)
Staff Recommendation: Approve

ADMINISTRATIVE BUSINESS

11. APPROVE THE FOLLOWING ITEMS RELATED TO OPERATIONS OF THE FAITH HOUSE TRANSITIONAL FAMILY SHELTER
 - A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE ASSIGNMENT AND ASSUMPTION AGREEMENT, TRANSFERRING THE LICENSE AGREEMENT AND MEMORANDUM OF UNDERSTANDING AND ALL RELATED OPERATIONAL RESPONSIBILITIES FROM HOPE NOW MINISTRIES (HERITAGE CHURCH OF GOD) TO SERVE REEDLEY.
 - B. APPROVE BUDGET RESOLUTION 2021-035 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE FISCAL YEAR 2020-21 ADOPTED BUDGET APPROPRIATING \$50,000 OM THE COMMUNITY-BASED TRANSITIONAL HOUSING GRANT FUND FOR A PAYMENT TO SERVE REEDLEY FOR OPERATIONAL RESPONSIBILITIES OF THE FAITH HOUSE.
 - C. APPROVE A 3 YEAR COMMITMENT TO FUND \$25,000 FROM THE GENERAL FUND OR OTHER SUCH FUNDING SOURCE FOR FAITH HOUSE OPERATIONS STARTING IN YEAR 2022.

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

Staff Recommendation: Approve

12. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF REEDLEY, BETWEEN THE CITY OF REEDLEY AND KINGS CANYON UNIFIED SCHOOL DISTRICT FOR THE RESTORATIVE JUSTICE INITIATIVE (RPBI) FOR THE 2021-2022 FISCAL YEAR. Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Police Department)

Staff Recommendation: Approve

13. APPROVE DOWNTOWN VIBRANCY PROJECT, FUNDING PARKING LOT, ALLEY, G STREET, AND WATER TOWER IMPROVEMENTS USING THE REMAINING REDEVELOPMENT AGENCY BOND FUNDS PREVIOUSLY ALLOCATED FOR THIS PURPOSE. Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Public Works)

Staff Recommendation: Approve

WORKSHOP

14. PROPOSED FY 2021-2022 BUDGET- No Action to be taken

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

A. COMMENTS ON BUDGET PRESENTATION BY CITY MANAGER

B. BUDGET SUMMARY AND OVERALL FISCAL POSITION FOR FY 2021/22

C. DEPARTMENTAL BUDGET PRESENTATIONS

- ADMINISTRATION
Council questions

- ADMINISTRATIVE SERVICES
Council questions

COUNCIL REPORTS

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

STAFF REPORTS

16. 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 6th day of May 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:

- May 18, 2021 – 6pm Special Budget Meeting
- May 25, 2021 – 6pm Special Budget Meeting
- May 25, 2021 – Regular Council Meeting

REEDLEY CITY COUNCIL MEETING – April 27, 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 Pro Tempore Beck at 7:01 p.m. on Tuesday, April 27, 2021 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Pastor Ken Baker, Heritage 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-via teleconference and zoom

Absent: None.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

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

Motion unanimously **carried**.

PUBLIC COMMENT

Tony Jewell with the Reedley Airport Commission spoke regarding the Reedley Airport.

CONSENT AGENDA (Item 1-4) Motion _____ 2nd _____

Council Member Tuttle 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 APRIL 13, 2021- *Approved*
2. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE SPECIAL EVENT FACILITY USE AGREEMENT WITH CLOVIS AREA MODELERS (CAM)-ACADEMY OF MODEL AERONAUTICS (AMA) CLUB 5405 (CAM)- *Approved*
3. RATIFY THE AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) FOR THE REEDLEY MUNICIPAL AIRPORT: *Approved*
4. ADOPT RESOLUTION NO. 2021-022 APPROVING AN UPDATED CITY PERSONNEL POLICIES & PROCEDURES MANUAL *Approved*

ADMINISTRATIVE BUSINESS

5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE FIRST AMENDMENT TO THE 1996 AIRPORT GROUND LEASE AGREEMENT WITH TOM REGIER

Community Services Director, Sarah Reid explained the City of Reedley entered into an Airport Ground Lease Agreement with Tom Regier in July 1996. Mr. Regier built hangers on the land which he rents out to tenants. The City of Reedley only receives a land lease fee from Mr. Regier who receives all revenue from the hangar leases. The lease agreement was for a period of 25 years with a single, 5 year extension option. The deadline to request a five year extension was January 14, 2021. The City received notice from Mr. Regier stating his desire to extend the agreement on January 17, 2021.

REEDLEY CITY COUNCIL MEETING – April 27, 2021

Staff has had several meetings with Mr. Regier who has been a good land lease tenant and has made a positive impact on the Reedley Airport. The Airport Commission is aware Staff is meeting with Mr. Regier and are in favor of finding a resolution which is agreeable to both parties. For those reasons staff is recommending that the City Council approve an amendment to the Lease Agreement that will change the Lease terms, increasing the annual rent that is paid to the airport, and also extending the Lease by one more 5 year term.

Mr. Regier spoke to Council regarding the airport lease agreement and the proposed amendment to the lease agreement.

Public Comment:

None.

Council Member Betancourt moved, Council Member Soleno seconded to APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE FIRST AMENDMENT TO THE 1996 AIRPORT GROUND LEASE AGREEMENT WITH TOM REGIER

Motion unanimously **carried**.

6. PUBLIC CONSIDERATION OF ITEMS PERTAINING TO THE WATER SAFETY INITIATIVE:

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE MINI-GRANT AGREEMENT AND PERTAINING DOCUMENTS WITH THE SIERRA KINGS HEALTH CARE DISTRICT ACCEPTING FUNDING TO OFFER LOW-INCOME SWIM LESSONS.
- B. APPROVE THE WATER SAFETY INTERPRETIVE SIGNAGE, KIDS' ACTIVITY BOOK, AND WATER SAFETY HANDOUT WHICH WILL BE DISTRIBUTED TO THE PUBLIC TO COMMUNICATE THE RIVER SAFETY MESSAGES.

Community Services Director, Sarah Reid stated the City was awarded a mini-grant from Sierra Kings Health Care District in the amount of \$5,000. The funds will be used to provide free swim lessons to children of low income families this summer. Another important piece of the water safety initiative will be communication with the public which expresses the dangers that exist with a natural body of water. The safety messages will be in the form of an activity book, a handout, and interpretive signs posted at Reedley Beach and Cricket Hollow.

Public Comment:

None.

Council Member Tuttle moved, Council Member Soleno seconded to PUBLIC CONSIDERATION OF ITEMS PERTAINING TO THE WATER SAFETY INITIATIVE:

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE MINI-GRANT AGREEMENT AND PERTAINING DOCUMENTS WITH THE SIERRA KINGS HEALTH CARE DISTRICT ACCEPTING FUNDING TO OFFER LOW-INCOME SWIM LESSONS.
- B. APPROVE THE WATER SAFETY INTERPRETIVE SIGNAGE, KIDS' ACTIVITY BOOK, AND WATER SAFETY HANDOUT WHICH WILL BE DISTRIBUTED TO THE PUBLIC TO COMMUNICATE THE RIVER SAFETY MESSAGES.

Motion unanimously **carried**.

7. APPROVAL OF ITEMS PERTAINING TO AN EXCLUSIVE FRANCHISE AGREEMENT FOR SOLID WASTE SERVICES

- A. ADOPT RESOLUTION NO. 2021-031 AUTHORIZING THE CITY OF REEDLEY TO DETERMINE ALL ASPECTS OF SOLID WASTE COLLECTION AND TRANSPORTATION, INCLUDING PROVIDING ALL SOLID WASTE HANDLING SERVICES BY AN EXCLUSIVE FRANCHISE AGREEMENT WITH A PRIVATE COMPANY IN ACCORDANCE WITH CALIFORNIA PUBLIC RESOURCES CODE, SECTION 40059

REEDLEY CITY COUNCIL MEETING – April 27, 2021

- B. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN EXCLUSIVE FRANCHISE AGREEMENT WITH MID VALLEY DISPOSAL, LLC FOR THE COLLECTION AND SUBSEQUENT TRANSFER, TRANSPORTATION, RECYCLING, PROCESSING AND/OR DISPOSAL OF DISCARDED MATERIALS AND PROVISION OF OTHER RELATED SERVICES.
- C. ADOPT RESOLUTION NO. 2021-032 AUTHORIZING THE LIQUIDATION AND SALE OF CITY OF REEDLEY SOLID WASTE ASSETS AND TERMINATION OF THE CURRENT CITY SOLID WASTE HANDLING AND PROCESSING CONTRACTS FOLLOWING THE AWARD OF AN EXCLUSIVE FRANCHISE AGREEMENT FOR THE PROVISION OF CITY SOLID WASTE HANDLING SERVICES.
- D. ADOPT RESOLUTION NO. 2021-030 AMENDING THE 2020-2021 ADOPTED BUDGET APPROPRIATING \$806,383 IN MULTIPLE CITY FUNDS FOR THE PAY OFF OF 2019 FIVE STAR BANK EQUIPMENT LOAN #12505543 TO ALLOW FOR SALE OF REFUSE TRUCKS TO MID VALLEY DISPOSAL, LLC.

City Manager, Nicole Zieba stated State of California passed SB1383 which goes into effect January 1, 2022. It will change Organics Recycling Services. The state anticipates jurisdictions will have to increase garbage service rates by 25-40% in order to comply with the new law. In order to accurately determine the financial and operational impacts of the mandate an expert consultant was engaged by the City.

The consultant stated Governor Brown has previously signed AB1826 a mandated commercial organic recycling law which went into effect January 1, 2016. The City is not in compliance with AB1826. There is no penalty for being out of compliance with AB1826. SB1383, however, will have major impacts on the city, residents and business. The new law also includes a \$10,000 a day fine if the city is not in compliance. After diligent analysis and careful consideration it was determined the City simply did not have the resources to be compliant with the new regulations in a cost-effective manner and large rate increases would be necessary to Reedley residents and business owners to move forward with current City-provided services.

Staff had completed a Request for Proposal Process (RFP) to determine if the private sector could complete the mandates of SB1383 at a reasonable cost for the community. There was a total of 4 proposals received. Staff was surprised 3 of the proposers could be in compliance with the new SB1383 regulations and would provide garbage service at a lower cost than what the community is currently paying. The proposals were scored on a total of 14 different areas. When all the scores were compiled Mid Valley Disposal had the top score.

Russ Robertson, Public Works Director discussed some of the key points of the franchise agreement. The contractor agrees to offer employment to all of the city remaining solid waste employees and heavy equipment mechanic. Mid Valley Waste agrees to hold 2 community clean up events a year and they agreed to provide residential customers with 2 free drop off vouchers per year to dispose of up to two cubic yards of additional waste. Agreement states the first two years of the agreement there will be no service rate increases. The agreement states there is a 5% cap on the inflationary rate increase after the second year. The City Council will make the final determination of any discretionary rate adjustments. If the City chooses to enter into a contract with Mid Valley Disposal customers could save up to 35% from their current rate and the monthly savings to Reedley ratepayers would be immediate starting July 2021. The goal would be to have a seamless transition for the community.

Public Comment:

Art Pena with Pena's Disposal spoke regarding outsourcing of solid waste and the RFP process.

A.J. Singh with Waste Management spoke regarding outsourcing of solid waste and the RFP process.

Jennifer Osborn who is the Union Representative from Stationary Engineers Local 39, spoke in opposition of outsourcing solid waste.

Clark Colvis C-Level Consultants spoke in opposition of the RFP process.

Adrian Meza with Pena's Disposal spoke regarding the RFP process.

REEDLEY CITY COUNCIL MEETING – April 27, 2021

Evan Edgar with Edgar & Associates spoke regarding the RFP process.

Francisco Sandoval spoke in opposition to outsourcing solid waste.

Raul Rodriguez spoke in opposition of outsourcing solid waste.

Albert Ocanas spoke in opposition of outsourcing solid waste.

Joseph Kalpakoff with Mid Valley Disposal spoke to Council and Staff regarding outsourcing solid waste.

Mayor and Council asked questions about the Request for Proposal Process. Mr. Robertson and Ms. Zieba answered questions asked by Council.

Council Member Soleno moved, Mayor Fast seconded to

- A. ADOPT RESOLUTION NO. 2021-031 AUTHORIZING THE CITY OF REEDLEY TO DETERMINE ALL ASPECTS OF SOLID WASTE COLLECTION AND TRANSPORTATION, INCLUDING PROVIDING ALL SOLID WASTE HANDLING SERVICES BY AN EXCLUSIVE FRANCHISE AGREEMENT WITH A PRIVATE COMPANY IN ACCORDANCE WITH CALIFORNIA PUBLIC RESOURCES CODE, SECTION 40059

Motion unanimously **carried**.

Council Member Tuttle moved, Council Member Betancourt seconded to

- B. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN EXCLUSIVE FRANCHISE AGREEMENT WITH MID VALLEY DISPOSAL, LLC FOR THE COLLECTION AND SUBSEQUENT TRANSFER, TRANSPORTATION, RECYCLING, PROCESSING AND/OR DISPOSAL OF DISCARDED MATERIALS AND PROVISION OF OTHER RELATED SERVICES.

Motion unanimously **carried**.

Council Member Soleno moved, Council Member Betancourt seconded to

- C. ADOPT RESOLUTION NO. 2021-032 AUTHORIZING THE LIQUIDATION AND SALE OF CITY OF REEDLEY SOLID WASTE ASSETS AND TERMINATION OF THE CURRENT CITY SOLID WASTE HANDLING AND PROCESSING CONTRACTS FOLLOWING THE AWARD OF AN EXCLUSIVE FRANCHISE AGREEMENT FOR THE PROVISION OF CITY SOLID WASTE HANDLING SERVICES.

Motion unanimously **carried**.

Council Member Beck moved, Council Member Soleno seconded to

- D. ADOPT RESOLUTION NO. 2021-030 AMENDING THE 2020-2021 ADOPTED BUDGET APPROPRIATING \$806,383 IN MULTIPLE CITY FUNDS FOR THE PAY OFF OF 2019 FIVE STAR BANK EQUIPMENT LOAN #12505543 TO ALLOW FOR SALE OF REFUSE TRUCKS TO MID VALLEY DISPOSAL, LLC.

Motion unanimously **carried**.

RECEIVE INFORMATION & REPORTS

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

8. QUARTERLY EXPENSE & TRAVEL REPORT FOR ELECTED AND APPOINTED OFFICIALS- JANUARY 1, 2021 THROUGH MARCH 31, 2021

COUNCIL REPORTS

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

Council Member Soleno:

- Discussed banner located downtown at G/11th Street.
- Attended Future Farmers of America event at Immanuel School.

REEDLEY CITY COUNCIL MEETING – April 27, 2021

Council Member Betancourt:

- Attended mural unveiling at Kings Canyon Unified School District Office.
- Discussed it was nice to see Little League playing games again.

Council Member Beck:

- Attended one of the first T-Ball games at Citizen's Park.

STAFF REPORTS

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

City Manager, Nicole Zieba

- Discussed upcoming Reedley Chamber's event of Downtown Reedley Alive After 5.

Police Chief, Jose Garza

- Discussed a local Veteran was a victim of a crime. The Reedley Police Officer Association purchased a power wheelchair to replace what was stolen from him.

Assistant City Manager Paul Melikian

- Shared with Council the new electronic payment option which will be utilized at Reedley Beach for the river season this year.

Community Services Director Sarah Reid

- Discussed Regional Park grant.

ADJOURNMENT

Mayor Pro Tempore Beck adjourned the regular meeting at 9:21 p.m.

Mayor Mary Fast

ATTEST:

Ruthie Greenwood, City Clerk

REEDLEY CITY COUNCIL SPECIAL MEETING – May 4, 2021

The special meeting of the Reedley City Council was called to order by Mayor Pro Tempore Beck at 12:01 p.m. on Tuesday, May 4, 2021 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

ROLL CALL

Council Members

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

Absent: None.

CLOSED SESSION

1. Government Code Section 54956.9(d)(2)

Conference with legal counsel – Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9

One potential case

2. GOVERNMENT CODE SECTION 54957.6

Conference with Labor Negotiators

Agency Representatives: City Manager, Assistant City Manager & Public Works Director

Employee Organization: Reedley Public Safety Employees Association & General Services Unit.

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

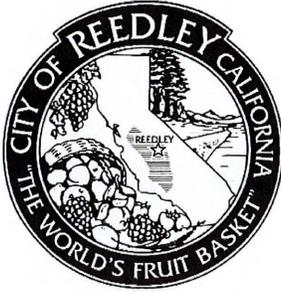
ADJOURNMENT

Mayor Pro Tempore Beck adjourned the meeting at 2:03 p.m.

Mary Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 3

DATE: May 11, 2021

TITLE: RECOMMENDATION OF REJECTION OF CLAIM – FEDERICO GARCIA

SUBMITTED: Amar Bains, Accountant *A Bains*

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

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

RECOMMENDATION

That the City Council deny a claim received from Federico Garcia on April 12, 2021. The claim has been forwarded to AIMS for further investigation.

BACKGROUND

The Claim Form for Federico Garcia alleges that on April 9, 2021, Mr. Garcia was walking on the Reedley Community Parkway (trail) along 11th Street and G Street when he tripped over a crack and fell. The fall caused minor injuries to Mr. Garcia's head, knee, wrist and finger. Reference was also made to two City employees witnessing the fall and helping Mr. Garcia up.

As part of the initial investigation, the City Roads and Grounds Supervisor contacted the referenced employees and they both stated that while working on irrigation, they heard a shuffle and saw someone falling. They approached the gentleman as he got up on his own, brushed himself off and stated that he was ok. Both employees further stated that the gentleman did not appear to have any injuries and continued on his way. The City had no prior knowledge of any hazards in this location.

Pursuant to Government Code Section 912.4, the City Council must act upon a claim within 45 days after receipt. If there is no official action by Council, the claim is deemed to be rejected on the last day. Denial by minute order action provides a clearly defined rejection date and allows AIMS to begin their investigation and take appropriate action to resolve the claim in a timely manner.

ATTACHMENTS

1. Claim Form

CLAIM FORM

(Please Type Or Print)

CLAIM AGAINST City of Reedley
(Name of Entity)

Claimant's name: Federico Garcia 326-9893

SS#: [REDACTED] DOB: 10-11-1953 Gender: Male Female

Claimant's address: 1119 S. Frankwood Ave., Reedley, CA 93654

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

Date of incident/accident: 4-9-2021

Date injuries, damages, or losses were discovered: Same 4-9-2021

Location of incident/accident: Trail on 11th + G street (walking trail)

What did entity or employee do to cause this loss, damage, or injury? Walking + tripped on crack in sidewalk

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

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? None -

2 city employees witness fall + came to pick me up.

What specific injuries, damages, or losses did claimant receive? Bump to head, cut on right eye, - Scraped + Swollen Knee, bump on wrist, cut on finger

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

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] don't know

How was this amount calculated (please itemize)? _____

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

Date Signed: 4-11-2021 Signature: Fd wi

If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

CITY OF REEDLEY

RECEIVED

APR 12 '21 9:56 AM

ACCLAMATION INSURANCE
MANAGEMENT SERVICES

P.O. Box 28100
FRESNO, CA 93729
800-559-9891

SUPERVISOR'S ACCIDENT REPORT
WORKERS' COMPENSATION CLAIMS

DATE & TIME RPT'D.

City of Reedley

EMPLOYER	LOCATION	LOCATION CODE NO.
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A. EMPLOYEE	NAME	THOMAS HANNON	JOB TITLE	LABORER
	DEPARTMENT	PARKS	<input type="checkbox"/> LOST TIME <input type="checkbox"/> NO L.T.	<input type="checkbox"/> FIRST AID

B. TIME AND PLACE OF ACCIDENT	DATE	4-05-20	HOUR	10 AM	DEPARTMENT	PARKS	IMMEDIATE SUPERVISOR	JUAN RUIZ
	IDENTIFY EXACT LOCATION WHERE ACCIDENT OCCURRED (BE SPECIFIC)							
	11 th Street and Parkway Trail							
JOB OR ACTIVITY AT TIME OF ACCIDENT (BE SPECIFIC)								
Sprinkler Reppie								

C. WITNESS - LIST OF NAMES AND ADDRESSES

Thomas Hannon	
528 E Carol Ave	
Reedley CA 93654-2291	

D. DESCRIBE ACCIDENT

Observed Claimant trip and fall

E. ACCIDENT CAUSES (EXPLANATION)
UNSAFE CONDITION:

F. UNSAFE ACT

G. CORRECTIVE ACTION TAKEN - INCLUDE BOTH EMPLOYEE AND SUPERVISOR ACTIONS TO PREVENT FUTURE OCCURRENCES:

NAME	TITLE	PHONE
	<i>[Signature]</i>	(559) 960-0254
	SIGNATURE	DATE
		4-5-21

ACCLAMATION INSURANCE
MANAGEMENT SERVICES

P.O. Box 28100
FRESNO, CA 93729
800-559-9891

SUPERVISOR'S ACCIDENT REPORT
WORKERS' COMPENSATION CLAIMS

DATE & TIME RPT'D.

EMPLOYER LOCATION LOCATION CODE NO.

A. EMPLOYEE NAME JOB TITLE

DEPARTMENT LOST TIME NO L.T. FIRST AID

B. TIME AND PLACE OF ACCIDENT DATE HOUR DEPARTMENT IMMEDIATE SUPERVISOR

IDENTIFY EXACT LOCATION WHERE ACCIDENT OCCURRED (BE SPECIFIC)

JOB OR ACTIVITY AT TIME OF ACCIDENT (BE SPECIFIC)

C. WITNESS - LIST OF NAMES AND ADDRESSES

Jose Montiel
21907 E Parklind Ave
Reedley

D. DESCRIBE ACCIDENT

Observed Claimant Slip and Fall

E. ACCIDENT CAUSES (EXPLANATION)

UNSAFE CONDITION:

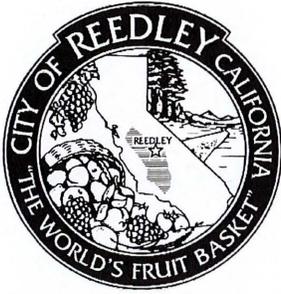
F. UNSAFE ACT

G. CORRECTIVE ACTION TAKEN - INCLUDE BOTH EMPLOYEE AND SUPERVISOR ACTIONS

TO PREVENT FUTURE OCCURRENCES:

Jose Montiel (554) 305-6215
NAME TITLE PHONE

Jose Montiel 4/15/20
SIGNATURE DATE



REEDLEY CITY COUNCIL

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

ITEM NO: 4

DATE: May 11, 2021

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT AND NOVATION AGREEMENT BETWEEN MUNICIPAL RESOURCE CONSULTANTS AND MUNISERVICES, LLC TO UPDATE INFORMATION ON FILE WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR CITY SALES TAX REPORTING AND AUDITING SERVICES

SUBMITTED: Paul A. Melikian, Assistant City Manager 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute an Amendment and Novation Agreement between Municipal Resource Consultants and MuniServices, LLC to update information on file with the California Department of Tax and Fee Administration (CDTFA) for City sales tax reporting and auditing services.

BACKGROUND

The City has used MuniServices, LLC (formerly known as Municipal Resource Consultants) since June 1994 to provide detailed sales tax information and audit services to the City for its sales tax revenue. MuniServices staff have recently been advised by the CDTFA that based on their review of the current contract with the City of Reedley, the CDTFA is now requiring that all sales, transaction and use tax contracts consistently reference the same company name, MuniServices LLC, to properly comply with Revenue and Taxation Code section (RTC) 7056, section, subdivision (b).

Through acquisition, the company name has varied at times, however MuniServices LLC has always been the registered legal entity. For that reason, the CDTFA issued a ruling that any contracts and/or resolutions that do not reference the company name of MuniServices LLC must be corrected. The CDTFA has agreed that this can be done with a contract novation agreement referencing our existing contract.

A novation agreement transfers the contractual obligations of one party to a third party or replaces a contractual obligation with another one, and all parties involved in this type of contract must consent to the changes. The process of obtaining an executed novation must be completed and filed with the CDTFA no later than September 30, 2021 in order for MuniServices, LLC to continue providing sales tax information and auditing services to the City.

ATTACHMENTS

Amendment and Novation Agreement between Municipal Resource Consultants and MuniServices, LLC

AMENDMENT AND NOVATION AGREEMENT BETWEEN
MUNICIPAL RESOURCE CONSULTANTS
AND
MUNISERVICES, LLC

THIS AMENDMENT AND NOVATION AGREEMENT (the "Novation") is between Municipal Resource Consultants (the "Assigning Party"), and MuniServices LLC, (the "Assuming Party") both Delaware limited liability companies, with offices located at 5680 Trinity Parkway, Suite 120, Centreville VA 20120, and the City of Reedley, an instrumentality of the State of California, 1733 9th Street, Reedley, CA 93654 ("Remaining Party"), (together, the "Parties") is entered into this 11th day of March 2021 (the "Novation Effective Date").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The parties intend that this Amendment to that certain Agreement between Municipal Resource Consultants and The City of Reedley, of the state of California, entered into on June 28, 1994 (the "Agreement") (attached hereto as Exhibit A) for Sales and Use Tax Services to be a novation and that the Assuming Party be substituted for the Assigning Party. The Remaining Party recognizes Assuming Party as Assigning Party's successor-in-interest in and to the Agreement. By this Agreement, the Assuming Party becomes entitled to all rights, title, and interest of the Assigning Party, in and to the Assigned Agreement in as much as Assuming Party is the substituted party to the Assigned Agreement as of and after the Effective Date. Remaining Party and Assuming Party shall be bound by the terms of the Assigned Agreement in every way as if Assuming Party is named in the novated Assigned Agreement in place of Assigning Party as a party thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSUMING PARTY

MUNISERVICES, LLC

By: _____

Name: _____

Title: _____

ASSIGNING PARTY

MUNICIPAL RESOURCE CONSULTANTS

By _____

Name: _____

Title: _____

REMAINING PARTY

CITY OF REEDLEY

By: _____

Name: Nicole R. Zieba

Title: City Manager

Attest:

By: _____
Ruthie Greenwood
City Clerk

EXHIBIT A

Exhibit A

PROPOSAL/AGREEMENT
TO PROVIDE
SALES TAX INFORMATION
AND AUDIT SERVICES
FOR
THE CITY OF REEDLEY

by

MUNICIPAL RESOURCE CONSULTANTS

June 7, 1994

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Reedley, California, as of _____ 1994, by and between the City of Reedley, a municipal corporation (hereafter referred to as "City") and Municipal Resource Consultants (hereafter referred to as "Consultant" or "MRC"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit "A". Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A". Consultant shall not be compensated for services outside the scope of Exhibit "A".

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "A". The payments specified in Exhibit "A" shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement, unless the City approves additional compensation for additional service. Consultant shall submit all billings for services rendered pursuant to this Agreement to City in the manner specified in Exhibit "A".

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. General Provisions. The general provisions set forth in Exhibit "B" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. Exhibits. All Exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day and year first above stated.

CITY OF REEDLEY

A Municipal Corporation

By: Nicholas C. Partorich

Title: CITY MANAGER

Date: JULY 5, 1994

MUNICIPAL RESOURCE CONSULTANTS

PARTNER: JOHN T. AUSTIN, INC.

By: John T. Austin
John T. Austin

Title: President

Date: June 7, 1994

ATTEST:

Elizabeth Vines

CITY CLERK

ATTEST TO FORM:

CITY ATTORNEY

MRC's sales tax service consists of a Sales Tax Inquiry System, STARS reports, corollary consulting and audit services.

1. SALES TAX INQUIRY SYSTEM

MRC will install and update quarterly the City's sales tax registration and allocation data on IBM compatible PCs designated by the City. We will also train authorized City staff in the use of the Inquiry System and an easy-to-follow user manual, also furnished by MRC.

The Inquiry System will enable City staff to analyze the contribution of sales/use tax revenue from each taxpayer in the City, on an individual, grouped or sorted-order basis by business name, business type, permit number, size ranking, street address, development, shopping center or other geographic area.

All sales tax data processed by MRC is located on the Inquiry System. History for each account can be called up by account number and even by business tax identification number(s), if the latter are added to the Inquiry System. MRC has made the Inquiry System extremely user-friendly, even incorporating different types of name and address searches. For example, the address search only needs the street name and will fill in the direction and proper abbreviation for the street type.

Also, in looking up a particular type of business segment, a listing of business codes is shown on a "pop up" menu to help the user identify which code to select. The Inquiry System can also be used to geo-code specific areas such as City Council districts, shopping centers, redevelopment areas, etc. MRC's Inquiry System will even generate the geo-coded addresses, thus eliminating the need to manually place a code by each firm in a geo-area. The System will also eliminate a geo-area in a global command rather than having to eliminate geo-coded accounts one-by-one when removing a geo-area.

Because the Sales Tax Inquiry System contains confidential information, access is limited to authorized personnel by making the System password - protected.

2. STARS (SALES TAX ANALYSIS & REPORTING SYSTEM) REPORTS

Quarterly, MRC will provide the City with an updated set of bound STARS reports (sample enclosed), a powerful information tool that allows the City to understand the sources of locally generated sales tax revenue and to evaluate the changes in the City's economic base that cause fluctuations in this major revenue. The scope of MRC's STARS reports includes, but is not limited to, the following:

- Cleaning up, standardizing and automating data from the City's sales/use tax distribution reports provided by SBE for eight (8) previous quarters, current quarter and each future quarter of service. This is done to provide two benchmark years in the initial report to the City. Amounts for the most recent quarter are included in each STARS report, but are not used for benchmark purposes as many accounts are incomplete due to late-paying businesses.
- Receiving and processing sales tax distribution reports quarterly.
- Reorganizing and refining the computerized sales tax data for the City utilizing MRC's STARS.
- Analyzing the City's major sales tax producers.

All major sales tax producers and business categories are monitored and analyzed quarterly based on reports to include the following:

- o Management Summary, Sales Tax Digest, Charts. MRC's STARS reports include a confidential Management Summary, a non-confidential Sales Tax Digest, and twelve color charts that portray graphically the City's sales tax performance and composition.
- o Analysis Section. The Analysis Section of MRC's STARS reports compares the sales tax performance for the latest complete quarter/report benchmark year to previous quarters and years. This section, which is an exclusive MRC report, was instituted to replace cumbersome manual comparisons between quarters and years.

The Analysis Section includes the following: (1) historical performance of the top 100 accounts for up to four years, (2) a computerized analysis of the changes that occurred by economic category and by business sector with the specific businesses that made the major contribution to the change delineated; and (3) an analysis by magnitude of change indicating which key businesses grew or declined, measured in absolute dollars and percentages.

Quarterly aberrations due to SBE audits, fund transfers and other causes are also identified and analyzed for budget planning and revenue forecasting purposes.

- o Major (and Top 100) Sales Tax Producers. Sales tax performance of the top 100 sales tax accounts is shown in order of sales tax produced with the results for the last five quarters prominently displayed. The proportion of City sales tax produced is also shown by each account.
- o Sales Tax Accounts by Business Code. This report shows the various business codes assigned by the SBE and the accounts assigned those codes in order of sales tax produced. Five quarters of sales tax data are shown for each account. The City may select the cut-off level of this report (i.e., all accounts or just accounts that produce over a certain amount per year). Misclassified sales tax accounts are corrected to make the report a true reflection of the sources of the City's sales tax income.
- o Sales Tax Trend Report. Data is summarized by economic category and by business sector making up each category. Sales tax trends are shown by quarter and by successive benchmark years. Percent of sales tax is also shown to indicate trends in sales tax composition as well as performance.

Growth and decline comparisons are indicated by various categories for forecasting and analysis.

- o Sales Tax By Account/Sub-Number. The SBE does not provide the specific sales tax amounts generated by each individual location of a firm with multiple locations in the same city. Such a breakdown is needed if the City is to track sales tax by specific geo-areas, such as shopping centers, redevelopment areas, business districts, industrial parks, etc. STARS allocates sales tax by location and even customizes difficult allocations such as auto dealers with showrooms, leasing, used cars, and body repair shops. This report shows the amounts allocated to each individual location for a firm with multiple locations in the City.
- o Geo-Coding. Tracks sales tax performance within designated areas of the City (e.g., key shopping centers, redevelopment project areas, downtown business districts, etc.) Charts and printed reports are included for each geo-area.
- o Cross Reference Reports. These reports allow the user to look up any account shown in the STARS reports by name, address, or account number.
- o Special Business Tax Report. MRC's STARS service includes a report that is specifically designed to facilitate the City's business license tax administration by replacing the manual yellow registration control cards.

These cards come in no particular order and are cumbersome to use. MRC produces a printed report each quarter that lists all changes to the City's sales tax records by the type of change (i.e., new firms, closed firms, new addresses, new owners, etc.). Under each type of change are the accounts in clean address order.

By correcting, cleaning up and standardizing addresses, business names and business classifications on all of the City's sales tax generators, MRC is able to provide the City's business licenses staff with another valuable audit tool. MRC will also provide the City with a copy of the cleaned up sales tax files on floppy disk or nine-track tape if the City wishes to add the data to its database.

3. COROLLARY CONSULTING

In conjunction with the Sales Tax Inquiry System and STARS reports described above, MRC's corollary consulting includes the following:

- Preparing and analyzing a list of the City's major sales/use tax generators to assist the City in developing a public relations program to prevent the loss of these important businesses.
- Profiling for Economic Development/Community Redevelopment personnel the most economically desirable/undesirable types of developments/business uses and the reasons why.
- Assisting in defining specific geographic areas for which the City would have an interest in knowing the sales/use tax produced (e.g., within Redevelopment Agency project areas).
- Serving as a resource to assist the City on an "as-needed" basis by providing legal and technical support on sales/use tax issues and questions regarding proposed legislation, estimated revenue on proposed projects, revenue-sharing negotiations, retail sales leakage, budget projections, etc.

4. MISALLOCATION AUDITS

- Conduct an initial and ongoing sales tax audit service in order to detect and correct point-of-sales distribution errors and thereby generate new sales tax income which would not otherwise have been realized by the City.
- Provide to the City and State Board of equalization reports addressing each point of sales reporting error individually, including the business name, address, telephone number, California sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure and, if available, estimated sales tax income which should be forthcoming to the City.
- Coordinate with the taxpayer and State Board of Equalization to make the necessary corrections plus retroactive adjustments for eligible amounts improperly distributed in prior quarters.

- On a quarterly basis, monitor and analyze STARS reports with audit focus on the following:
 - Those accounts with previously reported point of sale distribution errors to ensure that the corrections are made for current quarters plus retroactive adjustments for eligible amounts improperly distributed in prior quarters
 - Those major accounts comprising approximately ninety percent (90%) of the City's total sales tax revenue to identify significant aberrations (e.g., negative fund transfers, significant decreases, etc.) and ensure that the City is not getting less than it is entitled to

5. TIMING

MRC shall commence preparing the Sales Tax Inquiry System and STARS reports within 10 working days following receipt of the following:

- City Council contract approval and resolution designating MRC as the authorized City Consultant to examine sales and use tax records (see Exhibit C); and
- State Board of Equalization quarterly distribution reports for most recent nine (9) consecutive quarters.

The initial Sales Tax Inquiry System shall be delivered and installed on IBM compatible PCs designated by City, together with the STARS reports, within 45 working days following receipt of the above. The quarterly updated Inquiry System and STARS reports will be delivered to the City within 30 working days following receipt of the quarterly distribution reports.

MRC will provide corollary consulting to the City in conjunction with delivery of the Inquiry System and STARS reports following completion of the enhancement audits.

6. COMPENSATION

MRC's fee for performing the enhancement audit service shall be based on a percentage of the new revenue produced for the City. MRC's compensation for providing the information and consulting services shall not exceed a flat amount. Both compensation provisions are described below:

A. SALES/USE TAX INFORMATION SERVICE

MRC shall provide the Sales Tax Inquiry System and STARS reports for \$450 per quarter or \$1,800 for the full year, including expenses, payable only after the City has received the Sales Tax Inquiry System, STARS report(s).

The City shall be entitled to recoup said \$1,800 from the first funds realized from MRC's audit results prior to calculating MRC's contingent compensation.

B. SALES/USE TAX MISALLOCATION AUDIT SERVICE

MRC's fee for providing the misallocation audit service is 25% of the new sales/use tax revenue realized by the City as a result of MRC detecting and correcting the related point-of-sale/use distribution error. Said 25% applies to each correction for fund transfers (i.e., retroactive adjustments for eligible amounts improperly distributed in prior quarters) and the first six consecutive reporting quarters following completion of the audit by MRC and confirmation of corrections by the State Board of Equalization.

Sales/use tax audit invoices are submitted quarterly after the City has received the revenue from the correction and quarterly distribution report verifying it. Each invoice is to include the business name, permit number, local allocation amount received by the City and amount due MRC. Invoices are due and payable upon receipt.

C. EXPENSES

All expenses incurred by MRC in providing the audit service and sales tax information service are absorbed by MRC. These expenses include items such as employee salaries and benefits, insurance, airfare, auto rentals, meals, lodging, keypunching, computer processing, clerical, communications (e.g., personal meetings, telephone, mail, etc.) photocopying, overhead and miscellaneous out-of-pockets for consumable supplies and research materials such as maps, directories, etc.

7. CERTIFICATION OF CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. This section specifies the conditions under which a City may authorize persons other than City officers and employees to examine State Sales and Use Tax records.

- A. MRC is authorized by this Agreement to examine sales and use tax records of the State Board of Equalization provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.
- B. MRC is required to disclose information contained in, or derived from, those sales and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.
- C. MRC is prohibited from performing consulting services for a retailer during the term of this Agreement.
- D. MRC is prohibited from retaining the information contained in, or derived from, those sales and use tax records, after this Agreement has expired.

Information obtained by examination of State Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056(b) of the Revenue and Taxation Code.

The resolution shall designate MRC as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056(b)(1) of the Revenue and Taxation Code (see Exhibit C).

MRC hereby certifies that any and all information utilized in the conduct of work performed is to be utilized only for those purposes authorized by the City and by the Bradley-Burns Uniform Local Sales and Use Tax Law.

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Municipal Resource Consultants (Consultant) shall be an Independent Contractor and shall not be an employee of the City of Reedley (City). City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Liability. City shall not be called upon to assume any liability for direct payment of any salaries, wages, or other compensation to any Consultant personnel or subcontractor performing services hereunder for City, or any liability other than provided for in this Agreement.

City shall not be liable for compensation or indemnity to any Consultant employee or subcontractor for injury or sickness arising out of his/her employment, or for any negligent actions of the Consultant or its employees.

All persons employed in the performance of such services and functions shall be employees of Consultant, and as such shall not, for any purposes, be considered employees of City and therefore shall have no right to any City service, civil service, or other City status.

3. Subcontracts. Any subcontracts entered into by Consultant for services to be rendered towards the completion of Consultant's portion of this Agreement shall be for Consultant's benefit alone, and as such shall be its responsibility with no liability resting on the City. Consultant agrees to provide a list of all subcontractors to be used in connection with services to be rendered toward the completion of its portion of this Agreement to the City within ten (10) working days of execution of this Agreement.

4. Licenses, Permits, Etc. Consultant represents and warrants to City that he/she has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to City that Consultant shall, at his/her sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his/her profession.

GENERAL PROVISIONS

PAGE 2

5. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

6. Insurance.

(a) Public Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a policy of public liability insurance with minimum coverages as follows: \$1,000,000 for injury to one person in any one occurrence; \$1,000,000 aggregate; and, \$50,000 for property damage. Consultant shall cause the City, its officials and employees to be named on all liability policies described above as insured as respects: (1) activities performed for the City by or on behalf of the named insured, (2) products and completed operations of the Named Insured, and (3) premises owned, leased or used by the Named Insured.

(b) Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation.

7. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied to act on behalf of City of any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

8. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this agreement. Any attempt of purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

GENERAL PROVISIONS

PAGE 3

9. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

10. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

11. City Representative. The City Manager or his designee is the representative of the City and will administer this Agreement for the City.

12. Termination. This Agreement may terminate on ten (10) days written notice by either party, or within such time as both parties may find necessary to conclude the work currently under way and to summarize Consultant's findings for City.

13. Indemnity and Hold Harmless. Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claims, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Consultant, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

GENERAL PROVISIONS
PAGE 4

14. Equal Employment Opportunity: During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

a. Compliance With Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity, as labor regulations (41 C.F.R. Part 60), hereinafter referred to as the "Regulations."

b. Nondiscrimination: Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

c. Solicitation for Subcontractor, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurements of materials or equipment, such potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origins.

d. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Consultant under the contract until Consultant complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

GENERAL PROVISIONS
PAGE 5

f. Incorporation of Provisions: Consultant shall include the provisions of paragraphs a through e in every subcontract, including Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request City to enter such litigation to protect the interests of the City.

15. Notices. Any notice to be given from one party to the other pursuant to this Agreement shall be deposited with the United States Postal Service postage prepaid and addressed as follows:

To City: City Administrator
 CITY OF REEDLEY
 845 'G' Street
 Reedley, CA 93654

To Consultant: John Austin
 MUNICIPAL RESOURCE CONSULTANTS
 32107 W. Lindero Canyon Road
 Suite 233
 Westlake Village, CA 91361

Nothing in this paragraph shall be construed to prevent the giving of notice by personal service



REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: May 11, 2021

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO SIGN A SWEP AGREEMENT FORM WITH VALLEY ROP AND KINGS CANYON UNIFIED SCHOOL DISTRICT TO PROVIDE SUMMER INTERNS TO WORK FOR THE CITY OF REEDLEY

PEPARED: Madison Mitchell *MM*
Community Services Recreation Coordinator

SUBMITTED: Sarah Reid *[Signature]*
Community Services Director

APPROVED: Nicole R. Zieba *[Signature]*
City Manager

RECOMMENDATION

Approve and authorize City Manager to sign a SWEP Agreement Form with Valley ROP and Kings Canyon Unified School District to provide summer interns to work for the City of Reedley.

BACKGROUND

The Community Services Department utilized this program for the past few years and found it to be very beneficial and successful. Staff was asked by Valley ROP to continue the program this year. The summer internship program gives Reedley High School students the opportunity to gain work experience while receiving compensation. The summer interns that are placed with the Community Services Department will work in summer after school programs at T L Reed and Washington Schools assisting the paid staff with daily tasks.

FISCAL IMPACT

No cost to the City.

ATTACHMENTS

SWEP Agreement Form



Summer Work Experience Program

Kings Canyon Unified School District/Valley ROP
1801 10th Street, Reedley, CA 93654



SWEP Agreement Form

Student Responsibilities: *Follow COVID safety protocols at the job site.

1. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, proper dress and grooming habits, and a willingness to learn.
2. Ask questions of my supervisor(s) if I do not understand my job description.
3. Complete each job in order to obtain the best evaluation possible.
4. Participate in an on-the-job evaluation.
5. Keep regular attendance, both in school and at the training/ job site.
6. Must attend and complete Mandatory Orientation and 7 workshops to be eligible for SWEP.
7. Complete all forms and related instruction assignments required by the program.
8. Inform Career Coordinator of any changes or problems concerning my site.

District Responsibilities *Provide PPE supplies to student workers, if needed.

1. Provide Worker's Compensation Insurance for students involved in SWEP Internship Agreement.
2. Assist student to improve performance and help to solve problems related to the program.
3. Make periodic visits to the job site to observe the student and to consult with employer concerning progress and training of student
4. *Shall be responsible for payment to the student(s) working minimum wage per hour for a limit of 100 hours.*
5. *Shall be responsible to provide a Certificate of Completion for SWEP Internship Program, a letter of reference, and validate hours worked.*

Business Responsibilities *Ensure the student follows your COVID safety protocols.

1. Provide time for consultation concerning the students and assist in the evaluation of the student.
2. The business/ training site shall provide a safe/hazard free environment.
3. Shall be required to abide by all Child Labor Laws for the State of California.
4. A SWEP Internship trainee is not to replace a regular employee.
5. Immediately call SWEP Internship Coordinator before eliminating a trainee from program.
6. Consult with Internship Coordinator should any issues arise with trainee and/or program.

My signature below indicates that I agree to consider the trainee for SWEP Internship where they will receive a Certificate of Completion and Letter of reference upon successful completion of his/ her subsidized hours.

Parent Responsibilities *Remind the student to follow all COVID safety protocols.

1. Support and encourage the student in his/ her endeavors and responsibilities.
2. Assume responsibility for the conduct of the student while working.
3. Be willing to provide transportation, if necessary.

SWEP Internship Trainee Signature/ date

(Type or Print/ Trainee Name)

Employer/ Supervisor Signature/ date

(Type or Print/ Supervisor Name)

Parent Signature/ date

SWEP Internship/Career Coordinator

Nondiscrimination Statement

Federal and state laws make it unlawful to discriminate employment on the basis of race, color, sex, national origin, disability, or age.



REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: May 11, 2021

TITLE: RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GIANTS COMMUNITY FUND AND AMERICORPS PROGRAM ALLOWING THE CITY OF REEDLEY TO PROVIDE AN AMERICORPS AMBASSADOR FOR THE 2021 JR. GIANTS BASEBALL PROGRAM.

BY: Jesus Rodriguez, Community Services Recreation Coordinator 

SUBMITTED: Sarah Reid, Community Services Director 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

Ratify the authorization for City Manager to execute an agreement with the Giants Community Fund and AmeriCorps Program allowing the City of Reedley to provide an AmeriCorps Ambassador for the 2021 Jr. Giants Baseball Program.

BACKGROUND

The City of Reedley has offered the Jr. Giants Baseball Program for 17 years, serving more than 350 players each season. The league targets youth between the ages of 5-13. In preparation for the 2021 season, the AmeriCorps Program and the Giants Community Fund have partnered to provide the City with one Ambassador to support league operations. The AmeriCorps Program is a community service platform that is designed to help organizations meet the specific needs in their area. Through the partnership with the Giants Community Fund, AmeriCorps will recruit and train individuals to serve in the Ambassador roles. The Ambassador works closely with both the Giants Community Fund Staff and City staff to assist in league logistics, supervision of games, communication, volunteer recruitment and organizing teams. The Ambassador will serve from May 7-August 31, 2021 and will receive financial compensation from the AmeriCorps Program after completing the required service hours.

FISCAL IMPACT

No negative fiscal impact.

PRIOR COUNCIL ACTIONS

On February 3, 2021, the City Council approved the agreement between the Giants Community Fund to allow the City to host the Jr. Giants Baseball Program for the 2021 season.

ATTACHMENTS

2021 Junior Giants AmeriCorps Host Site Agreement

2021 Junior Giants AmeriCorps Host Site Agreement

Response ID:32 Data

1. Introduction

1. League

Reedley

2. Your organization's full name

City of Reedley

3. Your name

First : Jesus

Last : Rodriguez

4. Your email (you'll receive a copy of your response)

jesus.rodriguez@reedley.ca.gov

5. Junior Giants Coordinator/Manager

Nicole Catchatoorian

3. Host Site Roles and Responsibilities

6. The Host Site will:

1. Assist Junior Giants AmeriCorps Program in meeting the program goals as set out by the Grantor (California Volunteers): 100% enrollment of AmeriCorps Ambassador slots; 85% retention of enrolled AmeriCorps Ambassadors; meet performance targets as outlined in the AmeriCorps grant*

*Due to the impact of COVID-19, California Volunteers has granted temporary exceptions for programs that are unable to meet AmeriCorps goals.

2. Provide enough service opportunities for AmeriCorps Ambassador(s) to accumulate the minimum required service hours over the grant year.

3. Provide adequate resources to fulfill the individual goals and program objectives of the AmeriCorps Ambassadors, as well as the goals of the Giants Community Fund and AmeriCorps.

4. Identify a Site Supervisor (i.e. Commissioner) to provide direct supervision of the AmeriCorps Ambassador(s).
Attendance on monthly Commissioners Clubhouse Chats;
Participating in at least one League Meeting with the Regional Coordinators/Manager during the grant year;
Providing site-specific training necessary for the AmeriCorps Ambassadors to successfully provide service that is above and beyond the training provided by Junior Giants AmeriCorps Program including, but not limited to, Host Site orientation for new AmeriCorps Ambassadors and introductions to Host Site staff and explanation of Host Site policies;
Providing supervision and assistance to AmeriCorps Ambassadors to assure that they are making adequate progress toward their individual and direct service and AmeriCorps Ambassador development objectives;
Act as an informational relay between Junior Giants AmeriCorps Program and the Host Site, and assuring that AmeriCorps Ambassadors in violation of the terms of their Member Service Agreement are disciplined in a manner consistent with that agreement. All disciplinary actions (verbal or written) must be handled in conjunction with the Regional Coordinator/Manager, documented, with the documentation to be kept in the AmeriCorps Ambassador's file with the Giants

Community Fund. All disciplinary actions MUST involve the Regional Coordinator/Manager. Host Sites cannot terminate AmeriCorps Ambassadors for any reason.

5. The Site Supervisor and the Host Site are responsible for direct supervision of the AmeriCorps Ambassador(s) during their service hours. The host site is responsible for ensuring that the AmeriCorps Ambassador(s) participate in safe, productive and appropriate activities that will insure no undue harm comes to the AmeriCorps Ambassador(s) or host site clients and staff.

6. Permit AmeriCorps Ambassadors to attend all training sessions required by the Junior Giants AmeriCorps Program, including but not limited to weekly calls with Giants Community Fund staff. Permit AmeriCorps Ambassadors to attend other Sub Grantee/Organization meetings as necessary.

7. Ensure that AmeriCorps Ambassadors will not engage or participate in any of the following prohibited activities:

Attempting to influence legislation;

Organizing or engaging in protests, petitions, boycotts, or strikes;

Assisting, promoting or deterring union organizing;

Impairing existing contracts for services or collective bargaining agreements;

Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

Participating in, or endorsing events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, proposed legislation, or elected officials;

Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytizing;

Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, an organization engaged in the religious activities described in the preceding sub-clause unless Grant funds are not used to support the religious activities, or a non-profit that engages in lobbying, a non-profit entity that fails to comply with the restrictions contained in section 501(c)(3) of U.S. Code Title 26;

Voter registration drives by AmeriCorps Ambassadors is an unacceptable service activity. In addition, Corporation funds may not be used to conduct a voter registration drive;

Other activities as the Corporation determines will be prohibited, upon notice to Sub Grantee/Organization AmeriCorps Program.

8. Ensure that AmeriCorps Ambassadors are not assigned to activities that would result in displacement for a paid worker, or that would normally be done by a paid worker.

9. Ensure that AmeriCorps Ambassadors are provided with meaningful service opportunities and if there are administrative or clerical activities assigned, they are directly related to the AmeriCorps Ambassadors direct service activities as described in the position description (i.e. data collection/entry, email communication, etc.).

10. The Host Site acknowledges its responsibility to ensure that AmeriCorps Ambassadors are not engaged in any activities that are outside the approved position description of the AmeriCorps Ambassador.

11. The Host Site acknowledges that AmeriCorps Ambassadors cannot transport clients or community members in their personal vehicles. Host Site will ensure that AmeriCorps Ambassadors do not drive agency vehicles or provide transportation to clients in their personal vehicles.

12. Ensure that AmeriCorps Ambassadors do not participate in the following fundraising activities:

Raising funds for his/her living allowance.

Raising funds for an organization's operating expenses or endowment.

Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service.

Writing grant applications for funding provided by any other federal agencies.

13. If the Junior Giants AmeriCorps Program releases an AmeriCorps Ambassador from service for any reason the AmeriCorps position may remain vacant for the remainder of the term.

14. Ensure that AmeriCorps Ambassadors are treated as equal members of the staff and receive the appropriate respect.

JR

Comments:

4. Signature

7. The foregoing terms accurately set forth the terms of our understanding and agreement.

AGREED AND ACCEPTED BY:

First Name : Nicole
Last Name : Zieba
Organization : City of Reedley
Title : City Manager
Date : 04/27/2021

8. Please use your mouse to sign in the box below.

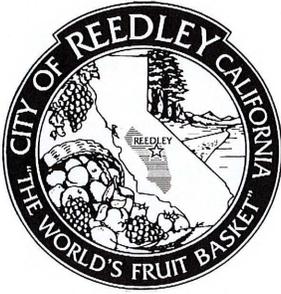
A handwritten signature in black ink that reads "Nicole R. Zieba". The signature is written in a cursive, slightly slanted style.

Signature of: Nicole R. Zieba

5. Thank You!

Email

Apr 27, 2021 17:23:19 Success: Email Sent to: jesus.rodriquez@reedley.ca.gov



REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: May 11, 2021

TITLE: ADOPT RESOLUTION NO. 2021-034 APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE TWO OF TENTATIVE SUBDIVISION MAP 6178 (FRANKWOOD COMMONS)

SUBMITTED: Rob Terry *RT*
Community Development Director

Marilu Morales *mm*
City Engineer

APPROVED: Nicole R. Zieba *NZ*
City Manager

RECOMMENDATION

Adopt Resolution No. 2021-034, approving the Phase Two Final Map for Tentative Subdivision Map 6178, and authorizing the City Manager to make non-substantive changes to the attached draft agreement and sign final agreement with San Joaquin Valley Homes regarding the associated Subdivision Improvement Agreement.

EXECUTIVE SUMMARY

The owner of Tentative Subdivision Map 6178 is requesting the City Council approve the final map for Phase Two associated with the project in accordance with Reedley Municipal Code 11-2-13, and approve entering into a Subdivision Improvement Agreement for timely completion of the public facilities associated with serving Phase Two, in accordance with Reedley Municipal Code sections 11-2-11 and 11-2-19.

BACKGROUND

Tentative Subdivision Map 6178 was recommended for approval by the Reedley Planning Commission on December 5, 2018, via Resolution 2018-16; consisting of the development of 150 single-family residential lots and 3 acres of commercial land on 40 gross acres of land. On January 8, 2019, via Resolution 2019-003, the Reedley City Council approved Tentative Subdivision Map 6178. Consequent to this approval, the property owner submitted Tentative Parcel Map 2019-1 (TPM 2019-1) to parcel the singular APN (363-220-01) into four parcels,

consistent with the anticipated phasing of the approved Tentative Subdivision Map, allowing the property owner to sell the land associated with each phase to the developer individually. TPM 2019-1 was approved by the Reedley Planning Commission on March 5, 2020, with the Final Map for TPM 2019-1 approved by the Reedley City Council on August 25, 2020. Said map has been successfully recorded, with the project area now comprised of four APN's: 363-220-38, 363-220-39, 363-220-40, and 363-220-41.

At this time, the applicant/developer (San Joaquin Valley Homes) has submitted a final map for Phase Two (APN 363-220-39) of the project site for the City's approval in accordance with Reedley Municipal Code section 11-2-13. The City Engineer has reviewed the Phase Two final map submission for conformance to boundaries, public easement locations, dedications, closure calculations and other required information. The City Engineer has consequently found the map to be in substantial compliance to the tentative map approval, has determined that the improvements required for Phase Two have been properly identified, and submits said map to the Council for their approval consideration.

In regards to the completion of public improvements associated with Phase Two of Tentative Subdivision Map 6178, the developer has requested to enter into a Subdivision Improvement Agreement (Attachment 2) for the development with the City of Reedley, as authorized by Reedley Municipal Code section 11-2-11. This action will allow for the filing of a final map for Phase Two of the development (residential lots 57 through 98 of the total 150 approved) with the assurance that outstanding site improvements and activities identified within the project's conditions of approval will be completed within a given timeframe acceptable to the City. All improvement activities shall be secured by surety bond and other specifications, as contained within the agreement and any consequent addendum. Council may approve, approve with conditions, or disapprove the agreement.

Actions associated with a final map for future phases of the project site will be brought to Council at the appropriate time, and are not included within this action.

The developer has already provided signed initiation documentation associated with annexation into the LLMD, as required within the agreement prior to final map recordation. The area was annexed into the CFD in October of 2020, as part of CFD Annexation No. 18.

FISCAL IMPACT

All fees associated with the processing of Tentative Subdivision Map 6178 were paid prior to Planning Commission action. Phase Two Final Map and Subdivision Improvement Agreement fees were paid by the applicant prior to Council actions.

PRIOR COUNCIL ACTIONS

On March 12, 2019, via Resolutions 2019-003, 2019-004 and Ordinance 2019-001, the City Council took the following actions, all in association with TSM 6178:

- Resolution 2019-003: Adopt Environmental Assessment No. 2017-1, approve Annexation Application No. 2017-1, approve Pre-Zone Application No. 2017-1, approve General Plan Amendment 2017-1, and approve Tentative Subdivision Map 6178.
- Resolution 2019-004: Authorize staff to submit a reorganization (annexation) application to Fresno LAFCo.

- Ordinance 2019-001: Introduce the amendment of the official Zoning Map of the City of Reedley (with second reading and consequent approval on January 22, 2019).

On November 10, 2020, via Resolution 2020-094, Council approved the Final Map and associated Subdivision Improvement Agreement for Phase One of TSM 6178, consisting of lots 1-56 of the 150 total, located on APN 363-220-38.

ATTACHMENTS

1. Resolution No. 2021-034
2. Draft Subdivision Improvement Agreement for Phase Two of Tentative Subdivision Map 6178
3. Phase Two Final Map – Tentative Subdivision Map 6178

Motion: _____

Second: _____

RESOLUTION NO. 2021-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE TWO OF TENTATIVE SUBDIVISION MAP 6178 (FRANKWOOD COMMONS).

WHEREAS, Tentative Subdivision Map 6178 (TSM 6178), previously consisting of APN 363-220-01, was approved by the Reedley City Council on January 8, 2019; and

WHEREAS, the owner of the previously stated APN consequently submitted Tentative Parcel Map 2019-1 (TPM 2019-1) to parcel the property along the proposed phase lines of TSM 6178. TPM 2019-1 was approved by the Reedley Planning Commission on March 5, 2020, with the Final Map for TPM 2019-1 approved by the Reedley City Council on August 25, 2020; and

WHEREAS, the filing of TPM 2019-1 with Fresno County divided the original parcel into four parcels, consisting of APN's 363-220-38, 363-220-39, 363-220-40, and 363-220-41; and

WHEREAS, the owner of TSM 6178 is requesting the City Council approve the final map for Phase Two associated with the project, consisting of APN 363-220-39, in accordance with Reedley Municipal Code 11-2-13, and approve entering into a Subdivision Improvement Agreement for timely completion of the public facilities associated with serving Phase Two, in accordance with Reedley Municipal Code sections 11-2-11 and 11-2-19.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Reedley using their independent judgment hereby resolves as follows:

1. That certain final map of Phase Two of Tentative Subdivision Map 6178, having heretofore, on May 11, 2021, been certified by the City Engineer, that all provisions of law and of Chapters 31 through 42 of Title 8 of the Reedley City Code, have been complied with, and that said subdivision as shown is substantially the same as it appears on the tentative map thereof, as approved by the City Council on January 8, 2019, by Resolution No. 2019-003, is hereby approved and the dedication of easements and right-of-ways made on said map are hereby accepted subject to the installation of improvements therein and in accordance with the following condition:

That prior to the recording of the final map the owner(s) of said subdivision shall enter into and execute that certain Subdivision Improvement Agreement for Phase Two of Tentative Subdivision Map 6178 with the City of Reedley, as approved by the City Council.

2. Be it further resolved that those certain plans approved by the City Engineer of the City of Reedley entitled, " Frankwood Commons PH. 2, Tentative Tract No. 6178," all prepared by 4Creeks, Inc., are now on file in the office of the City Engineer, and are hereby approved and adopted as the plans according to which the above mentioned improvements shall be done; and

3. Be it further resolved, that certain agreement between the City of Reedley and said owners or subdividers entitled "Subdivision Improvement Agreement for Phase Two of Tentative Subdivision Map 6178 (Frankwood Commons)" a copy of which is on file in the office of the City Engineer and to which reference is hereby made, is approved and the City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Reedley; and
4. Be it further resolved that the City Council of the City of Reedley directs the Clerk of the City of Reedley to execute the Final Map and transmit said Final Map and Subdivision Improvement Agreement to the subdividers in preparation of submission to the Fresno County Recorder's Office for recordation.

This foregoing resolution is hereby approved the 11th day of May, 2021, in the City of Reedley, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

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

**SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE TWO OF TENTATIVE
SUBDIVISION MAP 6178 (FRANKWOOD COMMONS)**

This Subdivision Improvement Agreement (“Agreement”) is made and entered into effective on _____, 2021 (“Effective Date”), by and between the City of Reedley, a municipal corporation, hereinafter referred to as “City” and PRESIDIO JJR SAN RIO 100, LLC, a California Corporation, hereinafter referred to as “Subdivider”.

RECITALS

WHEREAS, Subdivider is engaged in subdividing that certain tract of land known and designated as Tentative Subdivision Map 6178 (Frankwood Commons), situated in the City of Reedley, County of Fresno, State of California; and

WHEREAS, a final map for Phase 2 of said Tentative Subdivision Map 6178 (TSM 6178), has been filed with the City Clerk of the City of Reedley for presentation to the City Council for its approval, which map is hereby referred to and by such reference incorporated herein; and

WHEREAS, the City requires, as a condition precedent to the acceptance and approval of said final map, the dedication of such rights of way for streets, public places, and easements as are delineated and shown on said final map, and deems the same as necessary for the public use, and also requires that any and all rights of way for streets, public places, and easements delineated and shown on said final map shall be improved by the construction and the installation of the improvements hereinafter specified; and

WHEREAS, Section 11-2-11 of the Reedley Municipal Code allows, as a condition to City’s approval of the final subdivision map, for the City to require Subdivider to enter into a subdivision improvement agreement which provides for the Subdivider to complete improvements within a reasonable time following approval of the final map.

NOW, THEREFORE, in consideration of the foregoing recitals which are a substantive part of this Agreement, Subdivider and the City do hereby mutually agree as follows:

AGREEMENT

1. Subdivider shall, at its own cost and expense, construct all of the improvements, furnish all the materials and do all the work herein above hereinafter mentioned, all in accordance with the Standard Specifications of the City, and in accordance with and to the extent provided in those certain plans entitled "Frankwood Commons PH. 2, Tentative Tract No. 6178" prepared by 4Creeks, Inc., approved by the City Engineer and by the City Council by Resolution No. 2021-034 and now on file in the office of the said City Engineer ("the Plans"), to which Plans reference is hereby made, and the same are hereby adopted and incorporated herein the same as if fully set forth herein verbatim, and in compliance with the provisions of Title's 8 and 11 of the Reedley Municipal Code relating to regulations and standards for the subdivision of land in said City and for the preparation and presentation of subdivision maps therefor and in accordance with the listed items set forth on the Engineer's Estimate "Opinion of Probable Improvement Cost – Project 20390-Frankwood Ph. 2" dated April 5, 2021 attached hereto and made a part hereof as Exhibit "A".

Subdivider hereby agrees that the improvements required to be installed as set forth herein are necessary and will materially benefit the property within the Tract and shall complete the same no later than one (1) year from the Effective Date of this Agreement. Prior to recordation of the final map, Subdivider shall (i) petition and request that the City annex the TSM 6178 area into the City's Landscape, Lighting and Maintenance District ("LLMD"), as determined by the City Engineer, for the maintenance and operation of landscaping facilities, and (ii) petition and request that the City annex the TSM 6178 area into the City's Community Facilities District No. 2005-1 ("CFD") for the maintenance and operation of public services and facilities. Annexation of the property comprising TSM 6178 into both the City's LLMD and CFD is a condition precedent to the City's obligation to issue a building permit for development or improvement of any parcel within TSM 6178, and Subdivider acknowledges and agrees that if this property were not part of the CFD, the City might lack the financial resources to operate facilities and provide adequate public services to the property.

The Subdivider shall provide on-site improvements subject to review and approval of the City of Reedley. For purposes of this agreement, the term "improvements" shall mean only improvements in the public rights-of-way easements and property for streets, sidewalks, storm drains, sewer mains, water mains, landscaping, utilities and related facilities.

The Subdivider shall install all improvements specified in the Plans. In addition to said improvements, Subdivider shall install all improvements required by and otherwise comply with the Conditions of Approval adopted by the Reedley Planning Commission by Resolution No. 2018-16.

2. Any work required under this Agreement and not mentioned in the above-described Plans and

specifications shall be constructed in accordance with the Standard Specifications of the City of Reedley. If the City has no Standard Specifications for any of said work, it is agreed that the same shall be done and performed in accordance with the most current "Standard Specifications of the State of California, Division of Highways". All of said work, improvements and materials shall be completed, performed and installed under the supervision of and to the satisfaction of the City Engineer of the City of Reedley.

3. Subdivider shall provide for the installation of all gas, electric, telephone, Cable T.V., private irrigation pipelines and other public utility lines and facilities and shall grant easements therefor. All underground utilities and improvements in streets and alleys shall be installed before surfacing of said streets and alleys. The Subdivider shall comply with all requirements of Title 11 of the Reedley Municipal Code concerning installation of Cable T.V. lines and facilities, and shall give all notices required by that title.

4. Prior to the approval of said final map by the City Council, and as a condition precedent to the recordation thereof, and in order to secure for the City the faithful performance by Subdivider of all work and the construction of all improvements mentioned in this Agreement including the placement of all monuments as per said final map, within the time herein specified, Subdivider shall furnish the following to the City:

- i. a good and sufficient surety bond or other security acceptable to City securing the faithful performance of all work and the construction of all improvements herein mentioned in this agreement within the time specified and in the sum of one million, one hundred and twenty-five thousand, nine hundred and sixty-three dollars and seventy-five cents (\$1,125,963.75); plus an amount for cost and reasonable expenses and fees, including reasonable attorney's fees incurred by the City to enforce the secured obligation; and
- ii. a good and sufficient surety bond or other security acceptable to City securing the payment by Subdivider of all bills for labor, work and materials incurred in the construction of all said improvements and the performance of all work herein agreed to be done by said Subdivider, and amounts due under the Unemployment Insurance Act with respect to such work or labor, the amount of said bond to be five hundred and sixty-two thousand, nine hundred and eighty-one dollars and eighty-eight cents (\$562,981.88), plus an amount for cost and reasonable expenses and fees, including reasonable attorney's fees incurred by the City to enforce the secured obligation.

Before acceptance of the subdivision improvements and the release of the faithful performance bond and the labor and materials bond, the Subdivider shall file with the City Clerk a surety bond or other security acceptable to the City to guarantee the repair of any of the improvements which may be found to

be defective in work, labor, or materials within one (1) year after the written acceptance of the improvements by the City. Said Security shall be for one hundred and twelve thousand, five hundred and ninety-six dollars and thirty-eight cents (\$112,596.38), plus an amount for cost and reasonable expenses and fees, including reasonable attorney's fees incurred by the City to enforce the secured obligation; and

Subdivider acknowledges that the bonding amounts listed in Section 4 do not include the amounts determined by engineering estimates associated with construction activities required for the sewer lift-station, and agrees that an addendum to this agreement including such estimates and associated bonding and surety for the placement of such shall be completed prior to any certificate of occupancy being permitted for structures developed in association with TSM 6178.

All bonds required by this section shall be issued by a corporate surety authorized to do surety business in California and shall be on forms acceptable to the City.

5. The Subdivider shall protect, indemnify, and hold harmless the City of Reedley, its officers, employees and volunteers thereof from any and all liability or claims (in contract, tort, strict liability or otherwise, including but not limited to personal injury, death at any time or property damage), because of or arising out of Subdivider's performance of this Agreement, or out of, any accident, occurrence, loss, damage or happening occurring upon or arising out of the construction of any of the improvements herein or the use by any person of any patent or patented articles in the construction of said work or improvements. The forgoing obligations shall survive completion or termination of this Agreement. The Subdivider agrees that the use of any and all streets and improvements herein above specified shall be, at all times prior to the final acceptance of said improvements by the City Council, the sole and exclusive risk of the Subdivider. The issuance of any occupancy permits by City for dwellings located within the said subdivision shall not be construed in any manner to be an acceptance and approval of any or all of said streets and/or improvements in said subdivision.

6. Subdivider, before commencing work pursuant to this Agreement, shall obtain and maintain in full force and effect during the performance of the work at his own expense and risk, policies of insurance as follows and shall furnish evidence of such insurance by filing a certificate of insurance with the City Clerk. Such insurance shall name the City of Reedley, its Council, officers, officials, employees and volunteers as insured or additional insureds, and shall indemnify the City and said persons against liability for loss or damage for personal injury including death, and property damage occasioned by the operations of the Subdivider or its employees, contractors or subcontractors under the terms of this agreement in the minimum limits as follows:

- i. a) **General Liability.** \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall

apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability. \$2,000,000 combined single limit per accident for bodily injury and property damage.

c) Worker's Compensation and Employer's Liability. Worker's compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

ii. The policies are to contain, or be endorsed to contain, the following provisions:

a) General Liability and Automobile Liability Coverages.

i) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Subdivider, products and completed operations of the Subdivider, premises owned, occupied or used by the Subdivider, or automobiles owned, leased, hired or borrowed by the Subdivider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.

ii) The Subdivider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subdivider's insurance and shall not contribute with it.

iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

iv) The Subdivider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b) Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Subdivider under this agreement.

c) All Coverages. Each insurance policy required by this clause shall be issued by a

corporate insurer authorized to do insurance business in California and shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Such notice requirement shall not contain "shall endeavor", "best efforts" or similar qualifiers.

iii. Verification of Coverage. Subdivider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Where by statute the City's worker's compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If such insurance is provided in either case by a policy or certificate which covers the Subdivider or other entity or person than the City of Reedley, such policy shall contain the standard form of cross liability endorsement. Such insurance shall also specifically insure contractual liability assumed by Subdivider under the terms of this agreement.

7. Time is of the essence of this Agreement; provided, however, that in the event good cause is shown therefor to the City by Subdivider, City may extend the time in which the aforementioned improvements may be made and completed under this agreement. Said extensions of time, if any, may be granted without notice to the surety and any extensions so granted shall not relieve the surety bond or other security deposited with the City given to secure Subdivider's performance under this agreement. City shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension of time hereunder.

8. All pipes and monuments shown on the final map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider by the time of the final inspection of the improvements hereunder by the City.

9. It is agreed that title and ownership of any improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such improvements by the City Council.

10. It is mutually understood and agreed that neither Subdivider nor any of its agents, employees or contractors are or shall be considered to be agents of the City of Reedley in connection with the performance of Subdivider's obligations under this agreement.

11. Subdivider shall pay to the City, for all engineering, inspection and other services provided by City in accordance with this Subdivision, amounts as set forth by adopted City ordinance and resolution in effect

at time of payment. City shall, at the completion of the improvements provided for herein, furnish the Subdivider with a statement of all charges for services performed by the City in the event said actual costs exceed the payment previously made by Subdivider for such services. The Subdivider shall complete payment for such charges within thirty (30) days after receipt of such statement of actual costs.

12. Subdivider agrees that if, within a period of one (1) year after final acceptance of the work done under this Agreement, any improvements or part of any improvement furnished and/or installed or constructed or caused to be constructed by Subdivider, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the Plans and other plans and specifications referred to herein, Subdivider shall, without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or improvements. The terms of this section shall not apply to any damage caused by acts of God. Should Subdivider fail to act promptly or in accordance with this requirement, or fail to do the construction as agreed upon herein, or should the exigencies of the case require repairs or replacements to be made before the Subdivider can be notified, the City may, at its option, make the necessary repairs or replacements or perform the necessary work and the Subdivider shall pay to the City the actual cost of such repairs plus thirty percent (30%) to cover the City's indirect and overhead costs. If the Subdivider fails to pay to the City the cost repairs plus thirty percent (30%), the City may, without limiting the Subdivider's liability therefor, file a claim against the bond posted to guarantee and warrant the work.

13. The Subdivider and his contractors shall pay when due for any materials, wages, subcontracts, labor, provisions, or other supplies and items used in conjunction with the work performed for the subject subdivision including, but not limited to, unemployment insurance and any other incidentals arising out of any necessary work or labor.

14. The Subdivider shall comply with all Street, Plumbing, Building, Electrical, Zoning Codes and any other applicable Codes, ordinances, standards and regulations of the City. Subdivider shall submit the proposed conditions, covenants, and restrictions to sales of lots within this subdivision to the City of Reedley for review and approval prior to any execution thereof.

15. If Subdivider fails to construct the improvements upon the terms and within the time required, City may complete or cause completion of the required improvements and assess the actual cost of completing the required improvements and file a claim against the bond posted to secure faithful performance of the works.

16. When the improvements are completely installed and accepted by the City Council and there is full performance pursuant to this agreement, City agrees to release Subdivider and the described property from further obligation under this Agreement, except for those obligations, including but not limited to Section 6 and 13, that by their nature continue after termination or completion of this Agreement.

17. All covenants in this Agreement shall pertain to and run with the described real property and shall apply to, bind, and inure to the parties and the contractors, heirs, executors, administrators, assigns or successors in interest of the respective parties hereto.

18. Any notice required by law or by this Agreement shall be given by personal delivery of first class U.S. Mail. Notice by personal delivery will be effective on delivery and notice by mail will be considered effective three days after it is deposited in the U.S. Mail, postage paid, addressed to the City of Reedley, 1733 Ninth Street, Reedley, CA 93654 or to Subdivider, San Joaquin Valley Homes, 5607 Ave de Los Robles, Visalia, CA 93291, at their respective addresses as of the date of this Agreement, unless written notice of change or address has been received by the other party. If any action is required to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees to be determined by a Court.

19. The Subdivider shall have a record drawing prepared by a civil engineer which denotes the final disposition of the improvements as constructed for water, sewer, storm drain, curb and gutter, and streets. Said "as-built" drawing shall be prepared and submitted to, and approved by, the City Engineer prior to the City Council's acceptance of the improvements.

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

CITY OF REEDLEY, a municipal corporation

PRESIDIO JJR SAN RIO 100, LLC,
a California Corporation

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

BY: _____
Joseph A. Leal, President
(Notary Acknowledgement to be Attached)

ATTEST:

BY: _____
Ruthie Greenwood, Deputy City Clerk

APPROVED AS TO FORM:

BY: _____
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY: _____
Rob Terry,
Community Development Director

OWNER'S STATEMENT

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THE SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP, AND HEREBY OFFER FOR DEDICATION THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. IN FEE TO THE CITY OF REEDLEY, FOR STREET AND PUBLIC PURPOSES, THOSE PORTIONS OF REBEL STREET, LYON STREET, CONCORD AVENUE, AND NORTHEAST AVENUE LYING WITHIN THE BOUNDARIES OF THIS SUBDIVISION.
2. PUBLIC UTILITY EASEMENTS IN FAVOR OF THE CITY OF REEDLEY, AS SHOWN HEREON AND DESIGNATED AS "PU"
3. PEDESTRIAN ACCESS EASEMENTS IN FAVOR OF THE CITY OF REEDLEY, AS SHOWN HEREON AND DESIGNATED AS "PAE"

OWNER: PRESIDIO JR SAN RIO 100, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: JJR MANAGEMENT SERVICES, INC. A CALIFORNIA CORPORATION, ITS OPERATING MANGER

JOSEPH LEAL, PRESIDENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ 20____, BEFORE ME, _____
NOTARY PUBLIC PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/IS/HE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

NOTARY PUBLIC

(PRINT NAME)
COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____
DATE COMMISSION EXPIRES: _____
COMMISSION NO. _____

MAP OF TRACT NO. 6178 FRANKWOOD COMMONS NO. 2

IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE
23 EAST, MOUNT DIABLO BASE & MERIDIAN IN THE CITY OF REEDLEY,
COUNTY OF FRESNO, STATE OF CALIFORNIA.
SHEET 1, CONSISTING OF 2 SHEETS
SURVEYED AND PLATTED BY 4 CREEKS, INC.

LEGAL DESCRIPTION

PARCEL 2 OF PARCEL MAP NO. 2019-01, RECORDED IN BOOK 76, OF
PARCEL MAPS, AT PAGES 17 & 18, FRESNO COUNTY OFFICIAL RECORDS.

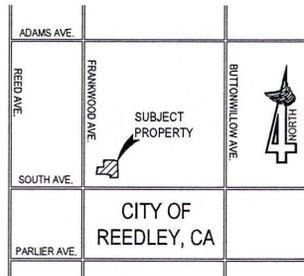
PLANNING COMMISSION STATEMENT

I, ROB TERRY, HEREBY CERTIFY THAT ON _____, 2019, BY RESOLUTION
NUMBER _____, THE CITY OF REEDLEY APPROVED THE TENTATIVE MAP
UPON WHICH THIS FINAL SUBDIVISION MAP IS BASED.

ROB TERRY, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF REEDLEY

THIS PROPERTY SUBJECT TO THE FOLLOWING:

1. MATTERS PERTAINING TO THE PROPERTY LYING WITHIN A MELLO-ROOS COMMUNITY FACILITIES DISTRICT, DISCLOSED BY RESOLUTION NO. 2020-087 RECORDED NOVEMBER 3, 2020 AS RECORDING NO. 2020-0138411, OFFICIAL RECORDS
2. TEMPORARY TURNAROUND EASEMENTS IN FAVOR OF THE CITY OF REEDLEY, AS SHOWN ON PARCEL MAP NO. 2019-01
3. MATTERS CONTAINED IN MEMORANDUM OF PURCHASE RIGHTS DATED SEPTEMBER 18, 2020, RECORDED OCTOBER 2, 2020 AS RECORDING NO. 2020-0136189, OF OFFICIAL RECORDS.



VICINITY MAP
NO SCALE



CITY ENGINEER'S STATEMENT

I, MARILU S. MORALES, REEDLEY CITY ENGINEER, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND, ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

MARILU S. MORALES, R.C.E. 79864
CITY ENGINEER OF THE CITY OF REEDLEY



CONSULTING LAND SURVEYOR'S STATEMENT

ON BEHALF OF THE CITY OF REEDLEY I, DOUGLAS "JOHN" JOHNSON, AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DOUGLAS "JOHN" JOHNSON, P.L.S. 6360
CITY SURVEYOR FOR THE CITY OF REEDLEY

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF REEDLEY, BY RESOLUTION DID APPROVE THE WITHIN MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

RUTHIE GREENWOOD
CITY CLERK OF THE CITY OF REEDLEY



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SAN JOAQUIN VALLEY HOMES ON NOVEMBER 1, 2019. ALL THE MONUMENTS ARE, OR WILL BE, OF THE CHARACTER AND IN THE LOCATIONS SHOWN HEREON, AND SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RANDY WASNICK, P.L.S. 8163

RECORDER'S STATEMENT

DOCUMENT NO. _____
FEE PAID _____
FILED THIS _____ DAY OF _____, 20____
AT _____ M. IN VOLUME _____ OF PLATS, AT PAGE _____, FRESNO COUNTY RECORDS
AT THE REQUEST OF CHICAGO TITLE COMPANY

PAUL DICTOS, C.P.A., COUNTY RECORDER OF FRESNO COUNTY, CALIFORNIA

BY: _____
DEPUTY RECORDER

PREPARED BY:



4CREEKS

334 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.2062
FAX: 559.802.3215

MAP OF TRACT NO. 6178 FRANKWOOD COMMONS NO. 2

IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 23 EAST, MOUNT DIABLO
BASE & MERIDIAN IN THE CITY OF REEDLEY, COUNTY OF FRESNO, STATE OF CALIFORNIA.
SURVEYED AND PLATTED IN NOVEMBER 2019 BY 4 CREEKS, INC.
SHEET 2 OF 2

LEGEND

- RECORD DATA PER PARCEL MAP NO. 2019-01
() RECORDED IN BK. 76, OF PARCEL MAPS, AT PGS. 17 & 18, FCR, OR CALCULATED THEREFROM
- RECORD DATA PER MAP OF TRACT NO. 6178
(FRANKWOOD COMMONS NO. 1) RECORDED IN VOL. 90 OF PLATS, AT PGS. 52 & 53, FCR
- ▲ FOUND MONUMENT AS NOTED
- LOT NUMBER PER MAP OF TRACT NO. 6178 (FRANKWOOD COMMONS NO. 1 SUBDIVISION)
- SET 3/4" X 2 1/4" IRON PIPE TAGGED "PLS 8163", AND AT ALL LOT CORNERS AND POINTS OF CURVATURE
- SET BRASS DISC STAMPED "PLS 8163", FLUSH IN CONCRETE
- ▲ NOW OFFERED IN FEE FOR STREET DEDICATION TO THE CITY OF REEDLEY
- ① TEMPORARY TURNAROUND EASEMENT IN FAVOR OF THE CITY OF REEDLEY PER PM NO. 2019-01, ABANDONED PER THIS MAP
- FD. 3/4" X 2 1/4" IRON PIPE TAGGED "PLS 8163" PER PARCEL MAP NO. 2019-01, RECORDED IN BK. 76, PARCEL MAPS, PGS. 17 & 18, FCR
- ◇ FD. 3/4" X 2 1/4" IRON PIPE TAGGED "PLS 8163", OR AS DESCRIBED, PER MAP OF TRACT NO. 6178 (FRANKWOOD COMMONS NO. 1)
- ══ TRACT BOUNDARY LINE
- FCR FRESNO COUNTY RECORDS
- CFR CALCULATED FROM RECORD DATA
- CR CORNER RECORD
- PUE PUBLIC UTILITY EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- ② TEMPORARY TURNAROUND EASEMENT IN FAVOR OF THE CITY OF REEDLEY PER PM NO. 2019-01, ABANDONED PER THIS MAP

BASIS OF BEARINGS

THE NORTH LINE OF THE NW 1/4 OF SECTION 23-1523, TAKEN AS N89°17'25"W PER RECORD OF SURVEY RECORDED BK. 57, SURVEYS AT PGS. 41-47, FCR

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	30°41'00"	28.38'	53.00'
C2	8°20'06"	5.86'	53.00'
C3	24°20'54"	22.52'	53.00'
C4	151°41'41"	124.44'	47.00'
C5	43°50'38"	35.97'	47.00'
C6	54°20'08"	44.57'	47.00'
C7	53°30'54"	43.90'	47.00'
C8	30°41'00"	28.38'	53.00'
C9	18°52'40"	17.46'	53.00'
C10	11°48'21"	10.92'	53.00'
C11	13°25'08"	76.86'	341.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C12	3°13'00"	15.14'	341.00'
C13	6°53'28"	53.11'	341.00'
C14	1°16'40"	7.60'	341.00'
C15	1°16'40"	7.60'	341.00'
C16	1°16'40"	7.60'	341.00'
C17	32°35'50"	179.78'	316.00'
C18	12°08'28"	66.96'	316.00'
C19	20°27'22"	112.82'	316.00'
C20	20°27'22"	112.82'	316.00'
C21	20°27'22"	112.82'	316.00'
C22	12°08'28"	61.66'	291.00'

RADIAL TABLE	
RADIAL #	DIRECTION
R1	N0°42'35"E
R2	S7°02'41"W
R3	N31°23'35"E
R4	N86°47'12"W

RADIAL TABLE	
RADIAL #	DIRECTION
R5	S59°41'54"W
R6	N78°34'34"E
R7	N89°37'06"W
R8	N89°37'06"W

RADIAL TABLE	
RADIAL #	DIRECTION
R9	N86°24'05"W
R10	N76°11'58"W
R11	S57°01'15"E

PARCEL A PM NO. 1018
BK. 4 OF PARCEL MAPS, PG. 66, FCR

FD. 3/4" X 2 1/4" IRON PIPE
NOT TAG. ON EAST LINE OF
SW 1/4 SW 1/4 SEC. 14-1523
SEE PM NO. 01018, BK. 4
PARCEL MAPS, PG. 66, FCR

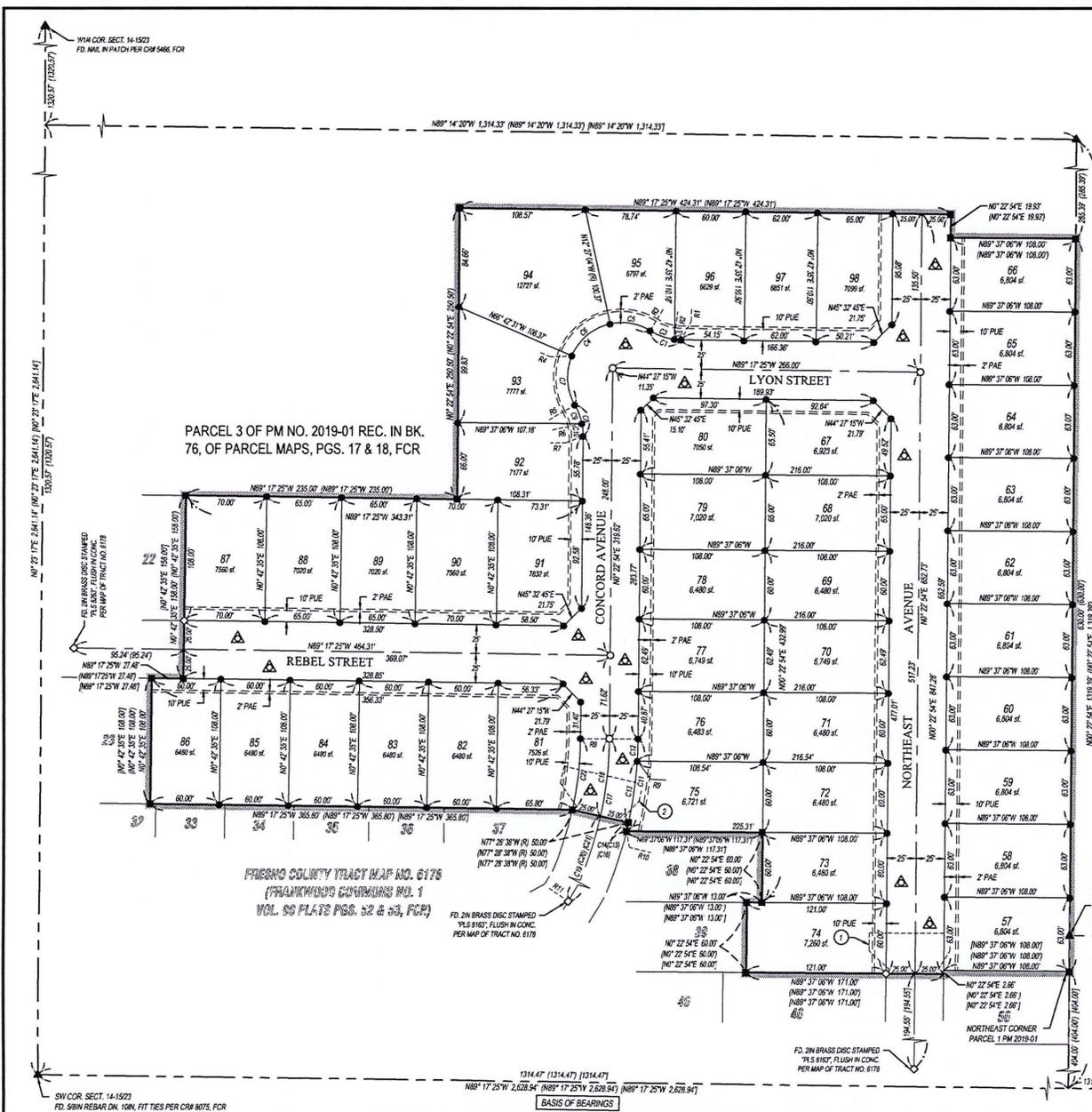
GRAND DEED REC.
DISC. NO. 2000-01-07294, FCR

S1/4 COR. SECT. 14-1523
FD. COTTON SPINDLE PER CRP 6073, FCR

PREPARED BY:



324 S. SANTA FE ST., STE. A
P.O. BOX 7993
VISALIA, CA 93292
TEL: 559.802.3652
FAX: 559.802.3215



PARCEL 3 OF PM NO. 2019-01 REC. IN BK. 76, OF PARCEL MAPS, PGS. 17 & 18, FCR

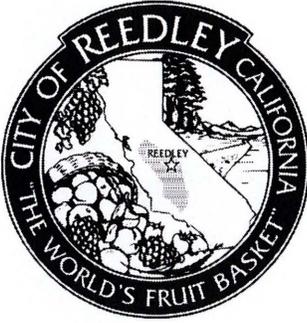
FRESNO COUNTY TRACT MAP NO. 6178
(FRANKWOOD COMMONS NO. 1
VOL. 90 PLATS PGS. 52 & 53, FCR)

BASIS OF BEARINGS

W1/4 COR. SECT. 14-1523
FD. NAIL IN PATCH PER CRP 5486, FCR

N1/2 COR. SECT. 14-1523
FD. NAIL IN PATCH PER CRP 5486, FCR

SW COR. SECT. 14-1523
FD. SIGN REBAR ON 10K. TIE PER CRP 6073, FCR



REEDLEY CITY COUNCIL

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

ITEM NO: 8

DATE: May 11, 2021

TITLE: ADOPT RESOLUTION NO. 2021-036 ESTABLISHING THE FISCAL YEAR 2021-22 RATES FOR COMMUNITY FACILITY DISTRICT 2005-01, MAINTAINING RATES AT CURRENT LEVELS, AND SETTING DEPARTMENT ALLOCATIONS

SUBMITTED: Paul A. Melikian, Assistant City Manager

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council adopt Resolution No. 2021-036 establishing the FY 2021-22 annual tax amount for properties within the Reedley Community Facilities District No. 2005-1. Staff recommends that the current tax rate be left unchanged from the current tax rate instead of the maximum allowable rate, and to allocate the funds for the 2021-22 fiscal year at the existing 15% for Fire, 74% for Police, 9% for Parks, and 2% for Administration costs. This is the fourth consecutive year that no increase to the tax rate is recommended by staff.

BACKGROUND

The Mello-Roos Community Facilities Act of 1982, allows a City to establish a Community Facilities District (CFD) to finance a variety of services. The Reedley Community Facilities District 2005-1 was established in 2005 to finance operational expenses associated with public safety (police and fire) and park maintenance. Services provided within the CFD area do not supplant General Fund activities which are established at a baseline historic spending level using 2005-06 appropriation levels.

RATES

In April 2020, the City Council set the maximum tax rate for Reedley Community Facilities District No. 2005-1 in accordance with the procedures for establishing rates in the enacting resolution. Each year, the City Council must review the percentage change in the Consumer Price Index for San Francisco-Oakland-San Jose area, and adopt the upcoming year's tax rates. The CPI change over the last 12 months was 1.72%, however no increase to rates is proposed for the 2021-22 fiscal year. Per Council Resolution No. 2005-109, the proposed fees are brought forth each year for consideration of two items: 1) setting the annual CFD tax amount for the upcoming fiscal year and 2) establishment of the allocation of revenue to City Departments for the upcoming fiscal year. The following table summarizes the current tax rate for FY 2020-21 and the proposed tax rate based on no recommended change to the tax rate. If a lower tax rate is considered, it must be universally applied to each building type category within the CFD.

Building Type	Current Adopted Rate	Proposed Rate (No Change)
Single Family Home	\$963.00 per unit	\$963.00 per unit
Multi-Family Residential	\$717.00 per unit	\$717.00 per unit
Affordable Housing	\$486.00 per unit	\$486.00 per unit
Non-Residential	\$0.26 per square foot	\$0.26 per square foot
Infill Non-Residential	\$0.13 per square foot	\$0.13 per square foot
Undeveloped	\$782.00 per acre	\$782.00 per acre

Under existing Council policy, each year as properties develop, they are annexed into the district. For FY 2021-22, it is anticipated that the District will serve 481 single family homes, 258 affordable/multi-family units, commercial or non-residential properties totaling 423,557 square feet and 190.68 acres of vacant land. If additional properties develop, they will also be served, however the City will not collect fees until the following tax year. The projected FY 2021-22 revenue is \$825,976 based on no recommended change to current tax rates.

Although the fee may be set by the City Council at any amount as long as it is applied uniformly, staff recommends that the fee remain (be set) at the current fiscal year tax rates, which is unchanged from the 2017-18 tax rates, instead of the maximum allowable rate. The recommendation is based on the anticipated costs to provide services to the CFD areas, which includes those incremental cost increases for personnel costs and those that vendors pass to the City. According to the attached memos covering Police, Fire, Public Works, and Administration services, the anticipated costs to service the CFD area are \$754,476, \$148,395, \$69,745, and \$18,000 respectively, for a total of \$990,616. The amounts collected at the current year's (proposed) rate do not fully cover the costs to provide services. The anticipated difference of \$164,640, not including prior year CFD activity, will come from the General Fund; therefore, setting the rate at less than the current fiscal year tax rates will further impact the General Fund budget for next fiscal year.

The maximum special tax rates are to be increased every year by CPI in accordance with the Rate and Method of Apportionment that established the CFD. The City has not increased rates since the FY 2018-19 tax year even though estimated expenditures of providing public services to the CFD have continued to grow and outpaced the estimated revenue every year since inception of the special district. This funding deficit has required an annual subsidy offset from the City's General Fund. For the FY 2021-22 year, should Category I properties in the CFD (all properties except undeveloped land) be levied at the maximum special tax rates, the remaining funding deficit to service the CFD would be more than the estimated revenue from a maximum assessment on parcels of Category II properties (undeveloped land). In other words, if CFD tax rates were increased to their maximum allowable levels for next year, the General Fund would still have to offset the funding deficit from CFD assessment revenue to cover the cost of providing police, fire and parks maintenance services.

ALLOCATIONS

The Special Tax Report establishing the CFD identified the use of CFD funds at a specific allocation amount for each service. The City Council has the annual discretion to change the amount based upon budgetary needs and requirements. The following table summarizes the prior years and proposed allocation for next year, which remains unchanged from the last five fiscal years.

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Current FY 2020-21	Proposed FY 2021-22
Fire Services	15%	15%	15%	15%	15%	15%
Police Services	74%	74%	74%	74%	74%	74%
Parks Services	9%	9%	9%	9%	9%	9%
Administration	2%	2%	2%	2%	2%	2%

Each service receives its appropriate share of the adopted revenue amount each year and that balance is restricted and carried over each year if / when revenues exceed expenditures. The following table summarizes estimated CFD fund balances as of June 30, 2021, the estimated revenue for next year broken out by Department percentage allocations, then netting out the estimated expenses to get to the required General Fund offset.

	Estimated Balance on June 30, 2021	FY 2021-22 Estimated Revenue	FY 2021-22 Estimated Expenditures	FY 2021-22 Required General Fund Offset
Fire	\$1,299	\$123,896	\$148,395	\$24,499
Police	6,881	611,222	754,476	143,254
Parks	1,045	74,338	69,745	(4,593)
Administration	803	16,520	18,000	1,480
Total	\$10,028	\$825,976	\$990,616	\$164,640

FISCAL IMPACT

If the maximum rate allowable is established, which is recommended to remain unchanged from the current year, the FY 2021-22 General Fund budget will realize an estimated expenditure relief of \$825,976 for Fire, Police and Park services for parcels within the CFD boundary.

Attachments

1. Resolution No. 2021-036
2. Fire, Police, Parks & Administration FY 2021-22 Budgetary Requirements
3. 2020 CPI-U for San Francisco-Oakland-San Jose

RESOLUTION NO. 2021-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY DETERMINING SPECIAL TAX RATES FOR FISCAL YEAR 2021-2022 FOR THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

WHEREAS, in proceedings heretofore conducted by this Council pursuant to the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code (the "Law"), this Council on November 8, 2005, adopted a resolution entitled "A Resolution of the City Council of the City of Reedley Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien" finalizing the formation of the City of Reedley Community Facilities District No. 2005-1 (Public Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 et seq. (the "Law");

WHEREAS, the City Clerk executed and caused to be recorded in the office of the County Recorder of the County of Fresno a notice of special tax lien in the form required by the Law.

WHEREAS, Maximum Special Tax Rates were established as follows:

Category I includes each Developed Parcel within the District for which a building permit has been issued prior to July 1 of the current Fiscal Year. Said Maximum Special Tax shall increase each Fiscal Year thereafter by an inflation factor which is the Annual All Urban Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose area.

TABLE 1 MAXIMUM SPECIAL TAX FISCAL YEAR 2021-22 CATEGORY I Special Tax Per Dwelling Unit / Acre	
DEVELOPMENT TYPE	SPECIAL MAXIMUM TAX RATE
Single Family Residential (per dwelling unit)	\$ 1,095.5213
Multi-Family Residential (per dwelling unit)	\$ 814.2388
Non-Residential (per gross building square foot)	\$ 0.2961
Affordable Housing (per dwelling unit)	\$ 547.7606
Infill Non-Residential (per building square foot)	\$ 0.1480

Category II includes each Parcel within the District that is not included in Category I.

The Maximum Special Tax that may be levied annually on Taxable Property in Category II beginning with the Fiscal Year starting July 1, 2021 ending June 30, 2022 is as set forth in Table 2 below per Net Developable Acre (said amount to be levied pro-rata for any portion of an acre). Said special tax shall increase each Fiscal Year thereafter by an inflation factor which is the Annual All Urban Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose area.

TABLE 2 MAXIMUM SPECIAL TAX FISCAL YEAR 2021-22 CATEGORY II Special Tax Per Net Developable Acre
\$ 890.8912 per acre

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

1. The following Special Tax Rates shall be levied for the ensuing 2021-2022 fiscal year on all eligible properties in the District per the Rate and Method of Special Tax.

ADOPTED SPECIAL TAX FISCAL YEAR 2021-22	
CATEGORY I	
Special Tax Per Dwelling Unit / Acre	
DEVELOPMENT TYPE	SPECIAL TAX RATE
Single Family Residential (per dwelling unit)	\$ 963.00
Multi-Family Residential (per dwelling unit)	\$ 717.00
Non-Residential (per gross building square foot)	\$ 0.26
Affordable Housing (per dwelling unit)	\$ 486.00
Infill Non-Residential (per building square foot)	\$ 0.13
ADOPTED SPECIAL TAX FISCAL YEAR 2021-22	
CATEGORY II	
Special Tax Per Net Developable Acre	
\$ 782.00 per acre	

2. This Resolution shall take effect upon its adoption.

This Resolution was duly passed, approved, and adopted by the City Council of the City of Reedley this 11th day of May, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY FIRE DEPARTMENT
FIRE ADMINISTRATION
1060 D STREET, REEDLEY CA 93654
JERRY ISAAK, CHIEF



MEMORANDUM

DATE: March 30, 2021

TO: Paul Melikian, Assistant City Manager

RE: Community Facilities District Projected Expenditures FY 2021 / 2022

The CFD as adopted per Resolution 2005-109 and governed by Section 53311.5 of the Government Code of the State of California (The Act) specifically states that the first priority for the funds are for fire and emergency medical services, then police and public safety, and finally park maintenance. More specifically: (i) fire protection and suppression services; (ii) emergency medical services including ambulatory services; (iii) community information with regard to public safety; (iv) earthquake and other emergency relief programs; (v) other public safety services, including police protection services, authorized to be funded under Section 53313(a) or (b) of The Act; (vi) park operation and maintenance expenses; and, (vii) repair and replacement of park facilities.

Based on current estimates, the City of Reedley anticipates there will be 481 single-family homes, 95 multi-family units, 115 affordable housing units along with various non-residential, infill and vacant developable acreage within the Community Facilities District for the 2021/2022 Fiscal Year. The impact on the Fire Department to provide services for the district is estimated to be \$148,395. 00. This is based on applying Fire Department personnel costs and associated operating expenses for administration, equipment, training, planning and maintenance to respond within the district. Any balance is reserved to provide an allowable buffer and funding of future Fire Department services and maintenance.

Respectfully submitted,

Jerry Isaak, Fire Chief



MEMORANDUM

OFFICE OF THE CHIEF OF POLICE
843"G" Street
Reedley, CA 93654

Date: March 26, 2021
To: Paul Melikian, Assistant City Manager
From: Jose L. Garza, Chief of Police
Subject: Community Facility District Budget Needs: 2021-2022 Fiscal Year

In a review of the estimation of housing being assessed in the 2021-2022 fiscal year, it has been determined 481 new single-family parcels, 115 affordable housing units and 98 multi-family units would be part of that assessment. In determining the impact the new housing would have on the police department, I calculated that the city of Reedley would grow by a population of approximately 2,428 new residents. This calculation was derived from utilizing the state average of 3.5 population increase per home. The police department responded to 28,553 calls for service in 2020 (1.1 calls per resident with a population of 26,390), which increased 20% compared to 2019. If all homes were occupied, the increase of housing would increase the population to 28,818, which means the police department would respond to approximately 1.0 calls for service for each new resident per year.

In calculating the cost, for police services, our calls for service would increase, compared to the previous year, with the additional 2,428 residents possibly creating an additional 2,428 calls for service. On average, each call cost the police department \$310.74, adjusted 3% from the previous year, for a total service cost of \$754,476.

The cost would include the time required for an officer to handle an incident, dispatching time, records clerk input time, fuel costs, supervision, etc. The cost is a very conservative figure, which does not consider the increased standard preventative patrol time associated with new homes, increased traffic created by new residents, and commuter traffic frequenting commercial establishments.

Respectfully,



Jose L. Garza, Chief of Police



City of Reedley

Public Works Department
1733 Ninth Street
Reedley, CA 93654
(559) 637-4200
FAX 637-2139

March 29, 2021

To: Paul Melikian, Assistant City Manager

Dear Mr. Melikian

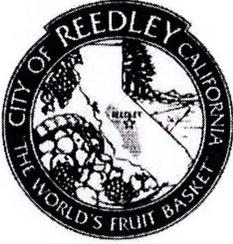
Re: Community Facilities District- Parks Maintenance Services

The City of Reedley anticipates that approximately 481 single family units, 95 multiple family units, 115 Affordable Housing Units, and 327,293 square feet of non-residential properties will be served under the CFD in the 2021-2022 budget year.

In review of services provided, it is determined that the Parks Maintenance Department will provide services in excess of \$69,745 for the 2021-22 fiscal year. This amount was calculated by applying the cost of personnel (part time and full-time parks maintenance workers), equipment, fuel, and vehicle maintenance costs.

Respectfully submitted,

Russ Robertson
Public Works Director



Administrative Services Department
845 G. St, Reedley CA 93654

DATE: May 11, 2021
TO: Community Facilities District 2005-01 File
FROM: Paul A. Melikian, Assistant City Manager
SUBJECT: FY 2021-22 CFD Administration Costs

The total projected costs for administration of the Community Facilities District for the 2021-22 fiscal year is \$18,000, as follows:

Annexations - \$8,000

The following item is associated with each processing of a CFD annexation. It is estimated that the City will process one to two per year. The processes incur costs of approximately \$7,500 to a consultant to conduct all aspects of the annexation process. \$500 is allocated to legal review of recorded annexations.

Annual CFD Administration Services - \$10,000

The annual cost of administering the CFD, including annual CPI adjustments, auditing, financial administration, preparation of Annual Special Tax Report and tax roll reporting is \$10,000.

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49BSA0

Not Seasonally Adjusted

Series Title: All items in San Francisco-Oakland-Hayward, CA, all

Area: San Francisco-Oakland-Hayward, CA

Item: All items

Base Period: 1982-84=100

Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011		229.981		234.121		233.646		234.608		235.331		234.327	233.390	232.082	234.698
2012		236.880		238.985		239.806		241.170		242.834		239.533	239.650	238.099	241.201
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023	243.894	246.152
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626		274.589		275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018		281.308		283.422		286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019		291.227		294.801		295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020		299.690		298.074		300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021		304.387													



REEDLEY CITY COUNCIL

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

ITEM NO: 9

DATE: May 11, 2021

TITLE: RATIFY RESOLUTION 2021-037, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY ENDORSING THE CONSTRUCTION OF THE WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVENUE TO THE WASTEWATER TREATMENT PLANT

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council ratify the Resolution of Support for the Olson Trunk Line replacement and upsize project.

BACKGROUND

The City of Reedley has been pursuing funding the critical sewer replacement project at Olson Avenue which will replace and upsize the trunk line that feeds raw sewage into the wastewater treatment plant. This is a segment farther along the same sewer line that failed catastrophically in 2016 on Reed Avenue. That failure of line brought a renewed sense of urgency to the project to replace the remaining part of the line from the Olson Bridge, through Cricket Hollow Park, and into the treatment plant. Engineering plans have been completed. The project is now "shovel ready", which means that the City could go out to bid and construct the project as soon as funding is identified.

The City's grant writing firm, Townsend Public Affairs, is actively seeking both State and federal funding for this project. Senator Feinstein is accepting requests for federal budget "earmarks" for specific projects from cities throughout California. One of the requirements in the Senator's application process is to provide a Resolution of Support from the governing body of the city, expressing that the governing body is aware of the project and supports the project moving forward.

FISCAL IMPACT:

The trunk line replacement project is estimated to cost \$2.8 million. The City is seeking the full amount of funding from the federal government through a federal earmark appropriation.

ATTACHMENTS

Resolution 2021-037

RESOLUTION NO. 2021-037

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY OF
SUPPORT ENDORSING THE CONSTRUCTION OF THE WASTEWATER TRUNK
LINE UPSIZE ALONG OLSON AVENUE TO THE WASTEWATER TREATMENT
PLANT**

WHEREAS, The City Council of the City of Reedley consider the upsizing of the wastewater truck line along Olson Avenue to be of utmost importance to the City of Reedley (CITY) to address capacity system deficiencies in the existing pipeline; and

WHEREAS, The CITY's 2014 Integrated Master Plan identified, as an immediate need, the upsizing of the wastewater trunk main extending from the wastewater treatment plant (WWTP) through Cricket Hollow and east along Olson Avenue; and

WHEREAS, The City Council authorized the design and preparation of construction documents for the Wastewater Trunk Line Upsize Along Olson Avenue to the WWTP (PROJECT) on June 26, 2018; and

WHEREAS, the PROJECT documents have been completed and are shelf ready once funding for construction becomes available; and

WHEREAS, The PROJECT is identified in the CITY's Capital Improvement Program; and

WHEREAS, the CITY estimates the probable construction cost of the PROJECT to be 2.85 million dollars; and

WHEREAS, The City Council finds that the proposed improvements will significantly further the health, safety and welfare of the citizens of Reedley and the community in providing adequate capacity for the CITY's wastewater system.

NOW, THEREFORE, BE IT RESOLVED that the City of Reedley, City Council, using their independent judgement approves Resolution No. 2021-037 endorsing the construction of the Wastewater Trunk Line Upsize Along Olson Avenue to the WWTP.

The foregoing resolution was adopted by the City Council of the City of Reedley at a regular meeting held on the 11 day of May 2021, in the City of Reedley, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

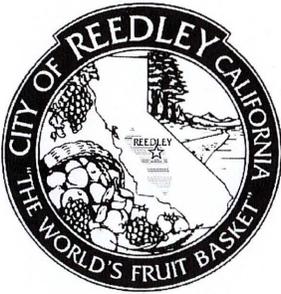
ATTEST:



Ruthie Greenwood, City Clerk



Mary L. Fast, Mayor



REEDLEY CITY COUNCIL

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

ITEM NO: 10

DATE: May 11, 2021

TITLE: ADOPT RESOLUTION NO. 2021-038 AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$212,386 TO R.J. BERRY JR. INC. FOR THE WASHINGTON AVENUE RECONSTRUCTION PROJECT BETWEEN COLUMBIA AVENUE AND HEMLOCK AVENUE

PREPARED: Seth Regier
Engineering Assistant *SR*

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

APPROVED: Nicole Zieba *NZ*
City Manager

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2021-038, awarding a construction contract in the amount of \$212,386 to R.J. Berry Jr. Inc. for the Washington Avenue Reconstruction Project between Columbia Avenue and Hemlock Avenue.

EXECUTIVE SUMMARY

Staff is requesting that the City Council adopt Resolution No. 2021-038 awarding the Washington Avenue Reconstruction Project to R.J. Berry Jr. Inc. in the amount of \$212,386 and authorize the City Manager to execute the Public Improvement Agreement for the Project with R.J. Berry Jr. Inc. Execution of the Agreement is subject to the submittal of the necessary bonds, insurance certificates and other necessary documents as required by the specifications, special provisions for this project and State law.

The Project will fully reconstruct Washington Avenue between Columbia Avenue and Hemlock Avenue, remove and replace two (2) non-ADA compliant curb returns, and restripe the roadway.

Staff is also requesting that a contingency of 10% of the total bid or \$21,239 be included in the Council action to cover any unforeseen incidentals.

PROJECT DESCRIPTION/BACKGROUND

The project will utilize funding from the City's Vehicle Impact Fee (VIF) which was previously approved with the budget adoption for fiscal year 2020/2021. This project will fully reconstruct the pavement and subgrade section of Washington Avenue between Columbia Avenue and Hemlock Avenue. The project will also remove and replace non-ADA compliant curb returns with ADA compliant curb returns at the intersection of Washington and Columbia Avenue and restripe the roadway with stop bars, stop legends and crosswalks along Washington Avenue.

On April 13, 2021, a Notice to Bidders for the Project was advertised on the City's website and on local builders' exchanges for a period of approximately two (2) weeks. During the bidding period, seven (7) contractors requested bid documents from the City for this project. Zero (0) addenda were issued during the project bidding period.

On April 29, 2021, City staff conducted the bid opening for this project where five (5) bids were received, opened, and read aloud. The bids received for the total Base Bid ranged from \$212,386 to \$249,917 as shown in the attached Bid Tabulation. The engineer's estimate of probable cost for the Base Bid was \$278,140.

FISCAL IMPACT

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

ATTACHMENTS

1. Resolution No. 2021-038
2. Exhibit A – Bid Tabulation

RESOLUTION NO. 2021-038

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$212,386 TO
R.J. BERRY JR. INC. FOR THE WASHINGTON AVENUE RECONSTRUCTION
PROJECT BETWEEN COLUMBIA AVENUE TO HEMLOCK AVENUE**

WHEREAS, the City of Reedley issued a Notice to Bidders for Washington Avenue Reconstruction Project; and

WHEREAS, the City received, opened and read aloud five (5) bids which the total Base Bid ranged from \$212,386 to \$249,917; and

WHEREAS, the lowest, most responsive and responsible bid was submitted by R.J. Berry JR. Inc.; and

WHEREAS, the City Council, using their independent judgment desires to award a construction contract for the lowest responsible responsive bid for total Base Bid in the amount of \$212,386.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley, using their independent judgment, hereby approves Resolution No. 2021-038 based on the following:

1. The above recitals are true and correct; and
2. That the contract for the Washington Avenue Reconstruction Project is awarded to R.J. Berry Jr. Inc. for the unit and lump sum prices as bid, the total amount of the contract being \$212,386.
3. That the City Manager is authorized and directed to promptly execute the contract for the subject work with R.J. Berry Jr. Inc. subject to the submittal of the necessary bonds, insurance certificates and other necessary documents required by the specifications and special provisions for this project, all for the approval by and to the satisfaction of the City Engineer and the City Attorney.
4. The City Manager or her designee, is hereby authorized to execute contract change orders to the contract for this project and shall not exceed 10% of the total bid or \$21,239 without prior approval of this City Council.
5. The total construction budget for this project, including the construction contract and contingency costs, shall not exceed approximately \$233,625.
6. This resolution is effective immediately upon adoption.

This forgoing resolution is hereby approved at a regular meeting of the City Council of the City of Reedley held on the 11th day of May 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mary L. Fast, Mayor

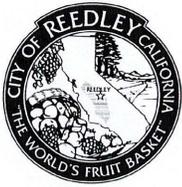
ATTEST:

Ruthie Greenwood, City Clerk

Exhibit A
Washington Avenue from Columbia Ave to Hemlock Avenue
Bid Tabulation

Prepared By: S. Gonzalez
 Checked By: S. Regier
 Approved By: M. Morales
 Date: 4/29/2021

Item No.	Description	Quantity	Unit	Engineer's Estimate		R.J. Berry Jr., Inc.		Dave Christian Const.		Avison Construction, Inc.		Dawson-Mauldin, LLC		Terra West Const., Inc.	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Base Bid															
1	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$7,700.00	\$7,700.00	\$11,000.00	\$11,000.00	\$9,000.00	\$9,000.00	\$14,700.00	\$14,700.00
2	Insurance and Bonds	1	LS	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00
3	Provide and Maintain Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$10,500.00	\$10,500.00	\$3,614.00	\$3,614.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
4	Dust Control and BMP Compliance	1	LS	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
5	Saw-cutting	185	LF	\$2.00	\$370.00	\$2.00	\$370.00	\$2.50	\$462.50	\$5.00	\$925.00	\$4.00	\$740.00	\$5.00	\$925.00
6	Roadway Excavation and Grading	1,200	CY	\$80.00	\$96,000.00	\$40.00	\$48,000.00	\$32.00	\$38,400.00	\$35.00	\$42,000.00	\$40.00	\$48,000.00	\$44.00	\$52,800.00
7	Aggregate Base, Class 2 (F)	1,560	TN	\$45.00	\$70,200.00	\$35.00	\$54,600.00	\$33.00	\$51,480.00	\$31.00	\$48,360.00	\$40.00	\$62,400.00	\$38.00	\$59,280.00
8	Hot Mix Asphalt Concrete, Type-A (F)	806	TN	\$95.00	\$76,570.00	\$86.00	\$69,316.00	\$96.00	\$77,376.00	\$108.00	\$87,048.00	\$111.00	\$89,466.00	\$102.00	\$82,212.00
9	Concrete Removal and Disposal (F)	6	CY	\$150.00	\$900.00	\$500.00	\$3,000.00	\$250.00	\$1,500.00	\$400.00	\$2,400.00	\$130.00	\$780.00	\$450.00	\$2,700.00
10	Modified Concrete Curb Ramp	2	EA	\$3,500.00	\$7,000.00	\$2,400.00	\$4,800.00	\$3,500.00	\$7,000.00	\$5,500.00	\$11,000.00	\$4,000.00	\$8,000.00	\$4,300.00	\$8,600.00
11	Adjust Manhole Cover	4	EA	\$1,100.00	\$4,400.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00	\$1,800.00	\$7,200.00	\$1,400.00	\$5,600.00	\$1,300.00	\$5,200.00
12	Adjust Water Valve Box	3	EA	\$900.00	\$2,700.00	\$1,000.00	\$3,000.00	\$1,350.00	\$4,050.00	\$725.00	\$2,175.00	\$1,200.00	\$3,600.00	\$1,000.00	\$3,000.00
13	Thermoplastic Traffic Striping	1	LS	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,150.00	\$3,150.00	\$3,000.00	\$3,000.00	\$2,760.00	\$2,760.00	\$3,000.00	\$3,000.00
Total for Base Bid:				\$278,140.00		\$212,386.00		\$217,118.50		\$222,222.00		\$244,346.00		\$249,917.00	
Subcontractors				Concrete	Fresno Concrete	Concrete	Fresno Concrete	Concrete	Fresno Concrete	Concrete	Fresno Concrete	Concrete	Fresno Concrete	Concrete	Fresno Concrete
				Striping	Central Valley Striping	Striping	Central Valley Striping	Striping	Central Valley Striping	Striping	Central Valley Striping	Striping	Central Valley Striping	Striping	Central Valley Striping
				Asphalt		Asphalt	Pavement Recycling Systems	Asphalt		Asphalt		Asphalt		Asphalt	



REEDLEY CITY COUNCIL

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

ITEM NO: 11

DATE: May 11, 2021

TITLE: APPROVE THE FOLLOWING ITEMS RELATED TO OPERATIONS OF THE FAITH HOUSE TRANSITIONAL FAMILY SHELTER

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE ASSIGNMENT AND ASSUMPTION AGREEMENT, TRANSFERRING THE LICENSE AGREEMENT AND MEMORANDUM OF UNDERSTANDING AND ALL RELATED OPERATIONAL RESPONSIBILITIES FROM HOPE NOW MINISTRIES (HERITAGE CHURCH OF GOD) TO SERVE REEDLEY
- B. APPROVE BUDGET RESOLUTION NO. 2021-035 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE FISCAL YEAR 2020-21 ADOPTED BUDGET APPROPRIATING \$50,000 IN THE COMMUNITY-BASED TRANSITIONAL HOUSING GRANT FUND FOR A PAYMENT TO SERVE REEDLEY FOR OPERATIONAL RESPONSIBILITIES OF THE FAITH HOUSE
- C. APPROVE A 3 YEAR COMMITMENT TO FUND \$25,000 FROM THE GENERAL FUND OR OTHER SUCH FUNDING SOURCE FOR FAITH HOUSE OPERATIONS, STARTING IN YEAR 2022

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

That the City Council authorize the City Manager to sign the Assignment Agreement that transitions the License Agreement and Memorandum of Understanding regarding the FAITH House operations from Hope Now Ministries (Heritage Church of God) to Serve Reedley, a 501(c)(3) non-profit agency, and approve Budget Resolution 2021-035 providing \$50,000 of remaining State grant funds to Serve Reedley for the 2021-22 fiscal year. Serve Reedley has also requested additional City support of \$25,000 each year for the 2022-23 and 2023-24 fiscal years.

EXECUTIVE SUMMARY

The FAITH House is a transitional shelter for Reedley families in need. It is not a homeless shelter, nor is it a transitional shelter for probationers, parolees, or single men. The shelter serves as a critical emergency "landing place" for families who need assistance in getting back on their feet. To date, over 70 individuals have stayed at the FAITH House and have received counseling, job assistance, and other necessary social services to help them find employment and housing. In March 2021, the operator of the Reedley FAITH House, Heritage Church of God, notified the City that they would no longer be able to operate the facility. The City immediately began working on a succession plan. In

addition to seeking out possible non-profit partners, the City called a meeting of pastors from the community's churches to discuss options and alternatives for providing this vital service for families that are displaced from their housing due to loss of employment, fire, emergencies, or other such unexpected events.

Redeemer's Church in Reedley recently formed a non-profit entity called Serve Reedley, which has a mission statement "To be a hub that connects people, resources, and training opportunities to under-resourced communities." The group of pastors advising the City on this FAITH House issue all agreed that the Serve Reedley non-profit entity would be the logical successor to Heritage Church of God, as it already has a 501(c)(3), non-profit designation, has a Board of Directors, has insurance and a sustainable method of fundraising, and is able to recruit volunteers to fill critical roles that the FAITH House may have need for, such as social workers.

Serve Reedley provided a proposal to the City, which is attached to this staff report, in which they would take over operations and maintenance of the FAITH House, along with a request for limited financial assistance from the City. Serve Reedley, by wholly assuming the terms and conditions of the license agreement, would operate under the existing CUP since there is no change to the use of the facility.

BACKGROUND

On June 13, 2017, the City Council approved and authorized the City Manager to submit a grant application to the State of California for the Community-Based Transitional Housing program established by California Senate Bill 837. In August 2017, the City was notified that it was selected to participate in the program at the requested funding level of \$560,000 over a three-year period.

After an extensive public outreach effort, on September 25, 2017, the City Planning Commission approved Conditional Use Permit Application No. 2017-6 to allow a maximum 18-person transitional housing facility within an existing City owned two-story single-family residence. This location previously served as the Marjorie Mason Center. The site is 0.8 acres in size, and comprised of a two-story, 2,500 square foot, six-bedroom, 3-bath residence with detached garage and storage shed.

On April 10, 2018, the City Council approved entering into a License Agreement with Hope Now Ministries (Heritage Church of God) for the operation of a community-based temporary living facility at 1697 W Huntsman Avenue. Following nearly two years of successful operations, Hope Now Ministries approached the City in the spring of 2020 to discuss amending the length of stay provisions in the License Agreement to accommodate the need for additional timing to assist admitted tenants through the program. In April 2020, the City Council approved an amendment to the License Agreement to allow admitted families to stay for 60 days, with allowance for up to two 60-day extensions under extenuating circumstances, on a case-by-case basis with no tenancy allowed to exceed 180 days. At that time, the City also used a portion of remaining State grant funds for the purchase and installation of an 18.60-kilowatt solar system on the property for \$53,382 to significantly reduce utility expenses.

Environmental Assessment No. 2017-9 determined that the project is exempt under Section 15301 (Class 1/Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

FISCAL IMPACT:

The enabling legislation that established the Community-Based Transitional Housing Program (SB 837) required that the City provide 40% of the total grant award to the facility operator, and the City is to retain 60%. The direct payments to the operator equated to 40% of the original grant award; however, the City went beyond this percentage in spending \$102,619 on facility repairs and a new solar system in an effort to reduce costs to the operator. As of April 2021, there is \$66,041.55 remaining of the original grant award of \$560,000.

<u>Grant Lifetime Summary</u>	
Grant Award	\$ 560,000.00
Interest Earnings	\$ 22,660.57
Heritage Church Payments (3 Years)	\$ (224,000.00)
City Grant Administration	\$ (190,000.00)
Building Upgrades & Maintenance	\$ (102,619.02)
Balance	\$ 66,041.55

The City was fortunate to have strong interest earnings during the last several years (prior to this fiscal year), and the grant funds have earned \$22,660.57, which adds to the funding available for the facility/program. Upon approval of the Assignment and Assumption Agreement with Serve Reedley, and corresponding Budget Resolution No 2021-035, the City will pay Serve Reedley \$50,000 of the remaining grant funds. There are a few facility repairs at the FAITH House that have been brought to the City's attention by the previous operator that will be addressed by the City and paid from grant funds. Any grant funds remaining after the transition period will be held for future facility repairs until they are exhausted.

Future year support for Serve Reedley and the FAITH House, if approved, would come from eligible and available funds at the time, which could include the City's General Fund. There is no account balance by the current operator to transfer to Serve Reedley. Therefore, Serve Reedley will need time to fundraise and find funding mechanisms to provide for the ongoing maintenance and services that are provided at the FAITH House, and has requested a \$25,000 commitment from the City for the 2022-2024 fiscal years.

ATTACHMENTS

Assignment and Assumption Agreement with Serve Reedley for the Reedley FAITH House
 Budget Resolution No. 2021-035
 Serve Reedley Proposal and Mission Statement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Agreement”) is entered into effective on May ____, 2021 (“Effective Date”), by and between Hope Now Ministries, a non-profit organization currently operating under the Reedley Heritage Church of God 501c3 (“Assignor”), Serve Reedley, a non-profit organization (“Assignee”), and the City of Reedley, a California general law city (“City”) with respect to the following facts:

RECITALS

- A. Assignor and City entered into a License Agreement dated April 11, 2018 (“License Agreement”), the terms of which are hereby incorporated herein by reference.
- B. The terms of the License Agreement included the City leasing the real property located at 1697 Huntsman Avenue, including the approximately 2500 square foot residence located on the real property, to Assignor to operate a temporary housing facility on the Premises, subject to Assignor obtaining a conditional use permit from the City to operate the facility.
- C. Following the License Agreement, Assignor received approval of CUP 2018-1 (“CUP”) to operate a temporary housing facility on the Premises called the “Faith House” as authorized by the License Agreement and CUP.
- D. Assignor now desires to transfer its rights and obligations under the License Agreement, including the operation of the Faith House to Assignee.
- E. The License Agreement prohibits Assignor from assigning its rights under the License Agreement without the City’s prior written consent.
- F. City is willing to approve and consent to such assignment in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Assignor, Assignee, and City agree as follows:

AGREEMENT

- Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, title, and interest in, to and under, and all of Assignor’s obligations under, the License Agreement from and after the Effective Date of this Agreement. City hereby approves and consents to such assignment, which approval and consent shall be effective upon the Effective Date of this Assignment Agreement but shall be conditioned upon the Assignor and Assignee satisfying the conditions in this Assignment Agreement.
- Assumption. Assignee hereby acknowledges that it has read and understands the License Agreement and this Agreement, and has had the opportunity to consult with legal counsel of its own choosing in connection with this Agreement, and is fully informed as to the terms, conditions, rights, obligations, and covenants of this Agreement and the License Agreement. Assignee hereby accepts the

foregoing assignment from Assignor and hereby assumes and agrees to perform and discharge when due or when required to be performed, all of Assignor's obligations under the License Agreement from and after the Effective Date of this Agreement. City hereby approves and consents to such assumption by Assignee. City, Assignor, and Assignee hereby express their intent that this Agreement and the assumption by Assignee have the same effect as if Assignee had been an original party to the License Agreement, and Assignee intends to be bound as such.

3. Assignor, City, and Assignee Certifications.

3.1 Assignor certifies that he/she/it is not in material default of the License Agreement.

3.2 City certifies that, to the best of its knowledge, it is not aware of any material default of the License Agreement by Assignor.

3.3 Assignee represents that it is familiar with the services to be provided at the Faith House and the responsibilities and obligations pursuant to the License Agreement, and Assignee agrees to perform the services and responsibilities, and satisfy the obligations in accordance with the terms of the License Agreement and CUP.

4. Indemnity. Notwithstanding any provisions herein or City's consent to this assignment, Assignor shall not be relieved of any hold harmless and indemnity obligations toward City, as set forth in the License Agreement, for actions occurring before the Effective Date of this Agreement.

5. Insurance. Assignee shall procure and maintain the comprehensive general liability insurance coverage required by Chapter 1, Section 13 of the License Agreement, and shall provide City with a certificate of insurance for the required insurance coverage. The required insurance shall be in place and effective as of the Effective Date. Proof of the required insurance coverage maintained by Assignee is a condition of this Agreement and the City's approval and consent to the assignment of the License Agreement.

6. Permitted Use of the Premises. Subject to any necessary amendment to the CUP, and in accordance with any conditions that may be imposed therewith, Assignee may use the Premises and existing improvements as authorized by the CUP. Any change in use shall be subject to final approval from the City.

7. Consent. Based upon and subject to the foregoing representations, promises, and agreements of Assignor and Assignee, each of which is a material inducement for City to enter into this Agreement, City approves of and consents to the assignment and assumption of the License Agreement as expressed herein.

8. Voluntary Agreement; Representation by Counsel. The parties each represent that they have read this Agreement and the License Agreement in full and understand and voluntarily agree to all provisions herein. The parties each further represent that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including reviewing the License Agreement, visiting and inspecting the Premises and Faith House, and consultation with legal counsel of their choosing, if desired, in deciding whether to execute this Agreement, and each of the parties is fully informed as to the terms, conditions and covenants of this Agreement and the License Agreement.

9. Designated Contact Person for Assignee. The following designated contact person for Assignee is provided in accordance with Chapter 2, Section 1 of the License Agreement:

Serve Reedley Representative: Nick Jones, Executive Director
Serve Reedley
819 W. Parlier Avenue
Reedley, CA 93654
(559) 638-3435

10. Authority. Any individual signing this Agreement on behalf of an entity represents that they have the legal capacity and authority to do so on behalf of the party for whom they sign and to bind said party to the terms hereof.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be considered an original but all of which shall constitute one Agreement. Facsimile or copies of signatures shall be deemed original signatures for all purposes.

12. License Agreement and Amendment Remain in Effect. All capitalized terms herein shall have the same meaning as set forth in the License Agreement, unless expressly provided otherwise. Except as otherwise expressly provided in this Agreement, all terms and conditions of the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

ASSIGNOR:

Hope Now Ministries, a non-profit organization operating under the 501c3 of Reedley Heritage Church of God

By: _____
Ken Baker, Director

ASSIGNEE:

Serve Reedley, a non-profit organization

By: _____
Nick Jones, Executive Director

CITY:

City of Reedley

By: _____
Nicole Zieba, City Manager

BUDGET AMENDMENT RESOLUTION 2021-035

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
083-4383.3000	Transitional Housing Professional Services	50,000
Total		\$ 50,000

Purpose: To allocate \$50,000 of remaining SB 837 Transitional Housing grant program funds to Serve Reedley, a 501(c)(3) organization, as part of an approved Assignment and Assumption Agreement with the City for the FAITH House.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
083-2710	Unallocated Fund Balance	\$ 50,000
Total		\$ 50,000

Impact: As of April 2021, there is \$66,041.55 remaining in the restricted grant fund for the Transitional Housing Program. Remaining grant funds will be held by the City and used for FAITH House facility repairs, as necessary.

REVIEWED:


Assistant City Manager 4/27/21

RECOMMENDED:


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on May 11, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



SERVE REEDLEY

April 7, 2021

Re: Proposal to transition the Faith House to Serve Reedley

To Whom it may concern at the City of Reedley,

Redeemer's Church and Serve Reedley are willing to assume the management and oversight over the Faith House as a means to serve our most vulnerable families in Reedley. We are committing to work with other church partners, organizations and fundraising partners to continue strengthening this ministry into the future.

To be able to make this transition, there are significant costs and risks we must assume. Serve Reedley is currently in the process of obtaining new liability coverage totaling somewhere between \$8000 - \$10,000 per year to cover the house. In addition, we are taking on new payroll expenses for the roles of Housing Manager and the Program Director who will oversee the social service facilitation for families. Other expenses include food, utilities, administrative costs, facilities and more. We estimate costs totaling \$75,000 to +\$100,000.

To assist in this transition and partnership, we are requesting short-term financial support that will allow us adequate time to get started and raise funds that will allow this program to be self-supporting in the years to come.

Proposal & Request from the City of Reedley:

First Year: \$50,000 for operations and start-up funds

Years 2-4: \$25,000 /yr operations support; provides additional time for fundraising

We are excited about the potential partnership with the City of Reedley and other partners that will help us expand our reach to serve Reedley.

Sincerely,

Nick Jones
Executive Director- Serve Reedley
Lead Pastor- Redeemer's Church



MISSION STATEMENT

To be a hub that connects people, resources, and training opportunities to under-resourced communities.

Our Goals Include:

1. To bring a wider awareness to personal and community needs; to be a clearinghouse of diverse needs in the community
2. For people of faith and those with resources to connect their abilities and resources to serve others in our community
3. To mobilize people to build personal, cross-cultural connections with others from different walks of life

Current Programs:

1. Community Resource Network

The CRN is an intake database created to discover the needs of our community and pair those needs with a database of people with specific skills and talents to meet those specific needs.

The CRN reaches out to local organizations, community leaders, and businesses to create a consortium of groups who can meet varying needs through out the greater Reedley area.

2. WorkLife Vocational Training Program

We offer job training and life skills and support through mentorship and on-the-job opportunities in areas such as cafe service, apparel design and merchandising.

The curriculum we use, Work Life, is a biblically integrated job preparedness curriculum designed specifically for people from backgrounds of generational poverty. In addition to practical job skills, the curriculum empowers participants to recognize that God is at work in the world and that their jobs are a way of participating in that work.

Participants who complete a 14-week program will be provided references and referrals to local business partners with a job coach who will help encourage them and support them through the process.

3. Sustento de Vida

Our goal is to serve our essential agricultural workers by delivering groceries boxes to different ag crews in the greater Reedley area. We also seek to provide community resource fairs & special events to help connect health, immigration and legal services to our ag workers and their families.

Current Partnerships: Adventist, Gleanings for the Hungry, Central Valley Food Bank

Food Distribution: We are currently providing 200-400 boxes monthly

4. Love Thy Neighborhood & Urban Ministry Neighborhood Programs

We have a fully stocked trailer for church members to host block parties together with their neighbors in their own communities. Our goal is to increase community connectedness and help neighbors become aware of each other, of services in our community and more.

In the future, we hope to create a 6 month residency program for young adults to move into a low-income neighborhood, receive training in urban missions and to provide outreach to children and students on a weekly basis.

Future Program Goals:

5. Transitional Living Center

6. Christian Counseling Resource Center

Our goal is to provide a group of Christian-based counselors for uninsured and/or low income residents on a sliding scale. We hope to partner with multiple churches to provide this resource to our community so there can be greater access to these much needed services.

7. Teen Outreach Center

Our Vision:

We want all these program to work together. For instance, as Sustento de Vida delivers food, we also provide information to get further help and services through the community resource network. Through the CRN, we are able to connect them to other programs and supportive services as well as church ministries that may assist them. Or, as our WorkLife Vocational Training Program helps participants gain job skills and relational health, participants can also be connected to the CRN or counseling center for more support and help.

We hope to invite other strategic partner organizations and churches to join the Serve Reedley board as a consistent, collaborative effort to carry out these ministries city-wide through financial support, volunteerism, and resource connectedness.

Redeemer's & Serve Reedley can provide the infrastructure, oversight, church/volunteer training and program training alongside other partners.

Church/City of Reedley Proposal:

Serve Reedley can serve as the administrator of the Transitional Living Center with financial, staffing and training oversight. The other partner churches can be part of a monthly strategic meeting to bring greater awareness of community needs and address those needs, to connect participants or clients, support financially, and/or to provide goods, service and volunteers for various needs.

Currently we have 2 staff members and multiple volunteers involved in the running our current programs and trained in areas such as WorkLife training and Faith and Finance.

To carry out the greater vision, we need further support financially, to connect to other community partners and to connect and build trust with those we seek to serve better.

The City of Reedley could provide grant support, promotion of programs, and connections to other groups such as the school district to solicit community needs and promote current projects as needed.



REEDLEY CITY COUNCIL

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

ITEM NO: 12

DATE: May 11, 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 KINGS CANYON UNIFIED SCHOOL DISTRICT FOR THE RESTORATIVE JUSTICE INITIATIVE (RPBI) FOR THE 2021-2022 FISCAL YEAR.

PREPARED BY: Marc A. Ediger, Police Commander 

SUBMITTED: Jose L. Garza, Chief of Police 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute an agreement on behalf of the City of Reedley, between the City of Reedley and Kings Canyon Unified School District for the Restorative Justice Initiative (RPBI) for the 2021-2022 fiscal year.

EXECUTIVE SUMMARY

The Reedley Police Department has historically partnered with Mennonite Central Committee (MCC) and KCUSD to provide a Restorative Justice Coordinator to manage RPBI during each fiscal year. On February 24, 2021 due to unforeseen circumstances, the Restorative Justice Coordinator (Jake Harder) resigned his position with MCC. For the 2021-2022 fiscal year the Restorative Justice Coordinator will become a KCUSD employee. Based on this transition, a new services agreement among the partners will be solely between the City and KCUSD. The City has allocated \$20,000 as part of the FY 2021-2022 budget to assist KCUSD with compensation for the shared Restorative Justice Coordinator.

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 and conflict resolution. He will continue in this role moving forward as a KCUSD employee. Additionally, Jennifer Jantzen and Ruben Alvarez (current CYM employees) continue to be Case

Managers for RPBI under Coordinator Jake Harder for all Reedley and Orange Cove KCUSD schools. The Case Managers are part of a separate Services Agreement between CYM and KCUSD. As a team they have all proven to be effective and efficient in sustaining the RPBI and CYM continues to show commitment and partnership to Restorative Justice efforts.

FISCAL IMPACT

The City previously budgeted \$19,000 annually as part of a services agreement to fund the Restorative Justice Coordinator position. Moving forward with the new KCUSD Services Agreement, the City will allocate \$20,000 to help fund this position. The increase is based on salary / benefit changes during the move from MCC to KCUSD.

The CITY will make two (2) payments in the amount of \$10,000 each to KCUSD under this agreement. The payments will be made in July 2021 and January 2022 respectively.

PRIOR COUNCIL ACTIONS

The City Council approved similar MOU's, beginning in 2013 and continuing through 2021 to fund the partnership of RPBI to manage Restorative Justice efforts.

1. Services Agreement 2021-2022 (CITY and KCUSD)

Services Agreement

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

This Services Agreement (Agreement) is entered into the 1st day of July 2021, by and between the CITY and KCUSD. The parties agree to the following:

ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

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

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

CONFIDENTIALITY

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

COMPENSATION

CITY agrees to pay DISTRICT a total of \$20,000 for (1) one Restorative Justice COORDINATOR to provide these services. Payment will be made in two installments of \$10,000 to be paid upon being invoiced by the City of Reedley in July 2021 and January 2022. Payments will be made no later than 30 days from the invoice date.

EFFECTIVENESS, DURATION AND TERMINATION

This Agreement shall be effective as of July 1, 2021 and shall remain in effect for a term running through June 30, 2022. Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than 30 days prior written notice to the other party. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of early termination, parties agree to pay or reimburse a pro-rated share of the compensation based upon a 12-month timeframe.

INDEMNIFICATION

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

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

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

INTEGRATION OF PRIOR TERMS AND CONDITIONS

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person

specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

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

CITY OF REEDLEY,
a municipal corporation

By: _____
Nicole R. Zieba, Reedley City Manager

THE KINGS CANYON UNIFIED SCHOOL DISTRICT

By: _____
John Campbell, KCUSD Superintendent



REEDLEY CITY COUNCIL

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

ITEM NO: 13

DATE: May 11, 2021

TITLE: APPROVE DOWNTOWN VIBRANCY PROJECT, FUNDING PARKING LOT, ALLEY, G STREET, AND WATER TOWER IMPROVEMENTS USING THE REMAINING REDEVELOPMENT AGENCY BOND FUNDS PREVIOUSLY ALLOCATED FOR THIS PURPOSE

APPROVED: Nicole R. Zieba
City Manager

SUBMITTED: Russ Robertson
Public Works Director

RECOMMENDATION

That the City Council authorize staff to proceed with Downtown improvement projects.

BACKGROUND

On March 9th, the City Council held a Workshop session in which staff presented projects and an outreach plan for Downtown beautification and infrastructure projects. Staff briefed the Council on possible projects, and informed the Council that staff intended to present those possible projects to Downtown business owners to get further suggestions and input on how the City could best utilize the Redevelopment Agency Bond Funds previously allocated for Downtown rehabilitation. Prior to the Council workshop, staff had presented the projects list to the Downtown Streetscape Committee, and had incorporated their input into the projects list.

After outreaching with several individual Downtown business owners about the list, all Downtown business owners were invited to attend a meeting on April 15th to go over the list of possible projects and provide further suggestions and input. Flyers for this meeting were distributed to each business by City staff. Approximately ten business owners attended the meeting. The projects were well received by the group, and further projects were discussed, several of which have been added to the list, such as installing speed bumps at the entrance and exit of each Downtown parking lot alley. There was also a suggestion to change the orientation of the banner poles that will be installed on 11th and G Streets. The other item added to the projects list that was not included in the initial list of projects that went to the Streetscape Committee and the City Council was the idea to light up the Downtown water towers so that they are a visible symbol of the Downtown at night, adding ambiance to the community, just as is

done in Kingsburg. Staff has had conversations with a few members of the community who have been in front of Council in the past to urge that no further fixtures be added to the Water Towers, and they were in support of this lighting project.

The projects list is now as follows:

- East Avenue Parking Lot Rehabilitation (adjacent to Wells Fargo)
- Northwest Parking Lot Rehabilitation (adjacent to the Downtown Water Tower)
- Southwest Parking Lot Rehabilitation (north of Paseo 55)
- New sturdy banner poles at the corner of G and 11th, removing string of wires that currently cross the intersection
- G Street light poles painted black
- Decorative bases for light poles on G Street from Pioneer Park to the end of the Streetscape District on 13th
- Install additional pedestrian lighting fixtures to light poles
- Remove trees, where necessary, for optimal lighting of existing light poles
- Install decorative brick in 154 tree wells
- Add roof lighting to the alley side of the Opera House and Museum for improved pathway lighting for evening patrons to the Opera House and Downtown.
- Place new directional parking signage
- Uplight the Downtown Water Towers
- Repaint the words "Reedley" on both Downtown water towers
- Add speed bumps to alley parking entrances and exits to slow traffic
- Purchase 40 foot Christmas swag with LED lighting for new banner poles at 11th and G
- New historic mural in the Downtown area

FISCAL IMPACT

The improvements are estimated to cost approximately \$491,000, plus contingency. There is \$500,000 remaining in the Redevelopment Agency Bond Fund account that will fully cover the cost of the project. There is no budget resolution needed for these projects, as funds were allocated in the previous years' Annual Budget.

ATTACHMENT

Project list with detail and cost

Downtown Vibrancy Program

East Parking Lot Rehabilitation (adjacent to Wells Fargo)

Needs	Notes	Est. Cost
Asphalt rehabilitation	Asphalt digouts	\$ 9,250
	Crack Sealing	\$ 550
	Type 2 slurry seal.	\$ 11,000
	Grind old stripes and re-stripe after slurry seal	\$ 4,500
Remove all parking stops		\$ 900
Install bench at Transit stop	Install a new waiting bench with concrete pad at Transit waiting area	\$ 1,600
Rehab planter areas	Place bark in planter areas	\$ 1,500
Install speed humps	Install speed humps (2) in alley way near ingress and egress of parking lot	1,000
Total		\$ 30,300

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

Asphalt Rehabilitation	Dig out areas in alleyway and parking lot.	\$ 18,980
	Crack seal	\$ 700
	Type 2 slurry seal.	\$ 23,000
	Grind existing stripes and re-stripe after slurry seal	\$ 4,800
Tree Removal/ NE 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 planter 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
Install speed humps	Install speed humps (2) in alley way near ingress and egress of parking lot	1,000
Total		\$ 68,880

South West Parking Lot (north of Paseo 55)

Asphalt Rehabilitation	Dig outs in alleyway 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 lot 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
Install speed humps	Install speed humps (2) in alley way near ingress and egress of parking lot	1,000
Total		\$ 100,630

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

Traffic Control		\$ 1,800.00
Foundations		\$ 7,000.00
Banner Poles/Installation		\$ 22,200.00
Electrical	Install electrical connection in the top of one pole	\$ 1,500.00
Christmas Decoration	40' long traditional Christmas wreath with Classic Bows	\$ 3,900.00
Total		\$ 36,400.00

Streetscape Zone plus frontage of City Hall and Pioneer Park

Paint streetlight poles	Paint poles black (47 x \$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 \$1,200 x 47	\$ 56,400
Remove Trees (25)	Remove trees by Streetlight Poles for better lighting & visibility of flags, etc. Fill in the tree wells with concrete.	16,250
Install brick in tree wells per plan	Install brick in tree wells 154 tree wells x \$350	53,900
Add Roof lighting	Install lights on alley side of Opera House. Museum for an improved lighted pathway from the parking lot to shopping areas	2500
Uplighting on Downtown Water Towers	Uplight the words "REEDLEY" on both downtown water towers	24,150
Re-paint the Words REEDLEY	Repaint the words "REEDLEY" on both downtown water towers	
Total		\$ 256,600

Grand Total
\$ 492,810

VIBRANT REEDLEY

DOWNTOWN

IMPROVEMENT

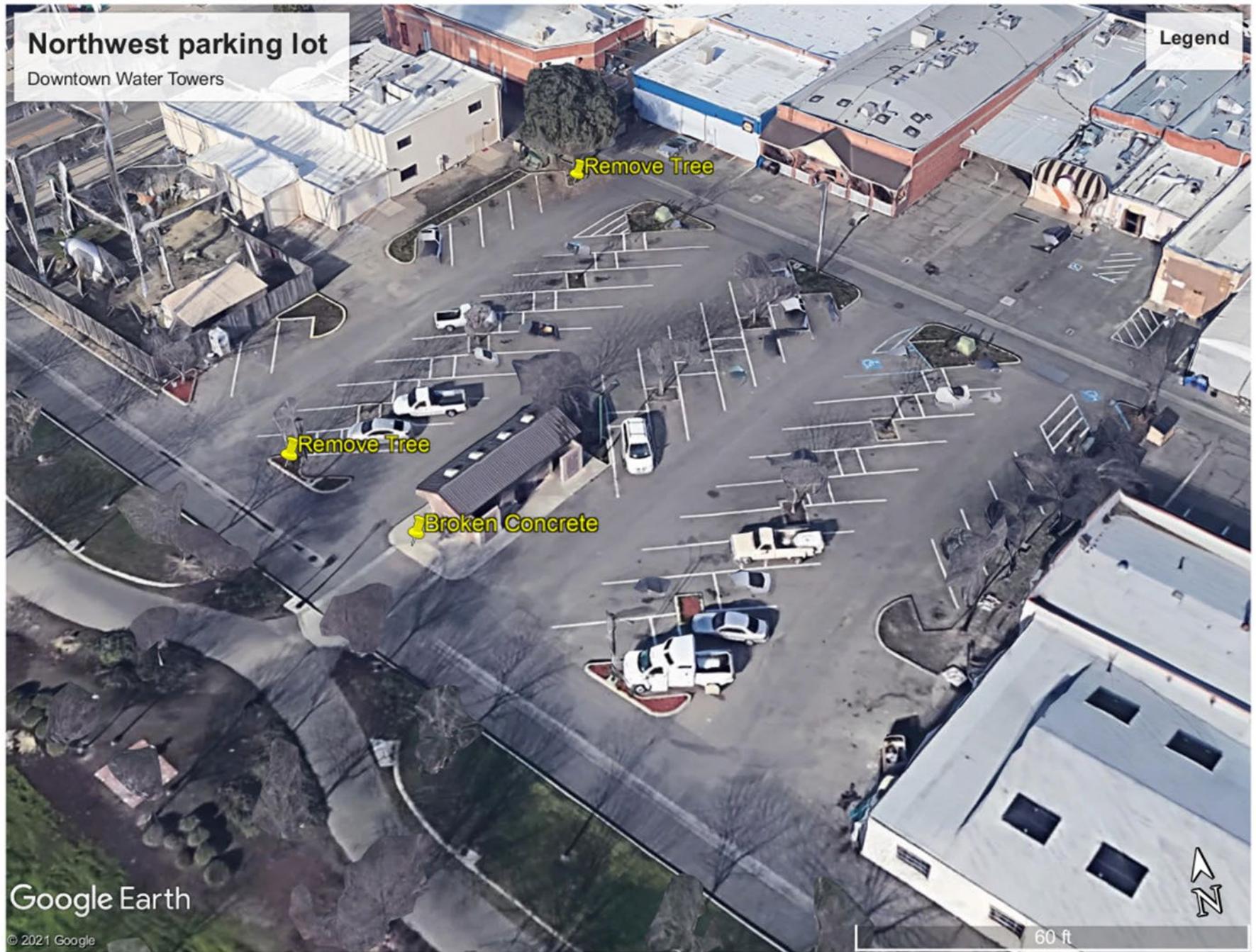




- Asphalt Rehabilitation
- Rehabilitate Planters
- Install bench at Transit Stop
- Scrub or replace light sconces to brighten lighting
- Speed bumps to slow at alley entrance and exit



- **Tree Removal**
- **Replace Broken Concrete**
- **Asphalt Rehabilitation**
- **Rehabilitate Planter Areas**
- **Historic Mural**
- **Speed bumps to slow at alley entrance and exit**



Historic Mural Example



- Remove Parking Stops
- Remove 3 trees
- Repair Broken Irrigation
- Install Additional Lighting
- Rehabilitate Planter Areas
- Install New Tree Wells and irrigation
- Plant New Trees
- Speed bumps to slow at alley entrance and exit





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

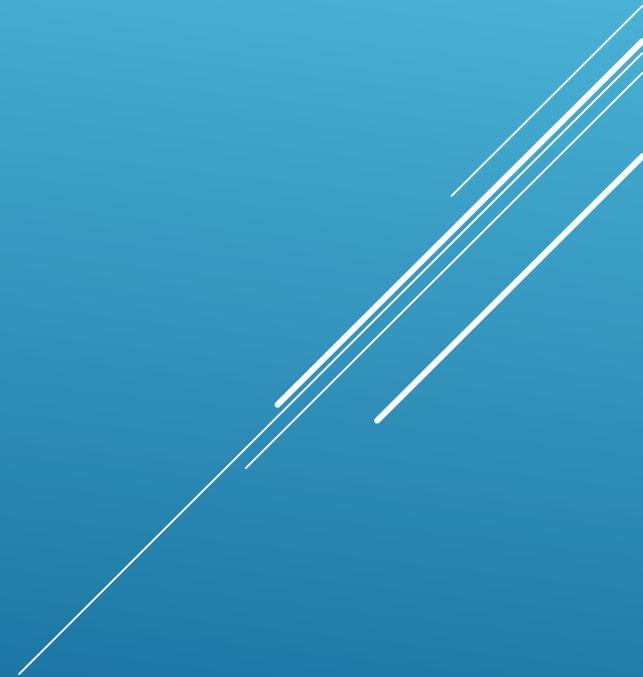


Traditional Wreath Skyline w/6 Classic Bows

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



Remove
trees close
to streetlight
poles (25)

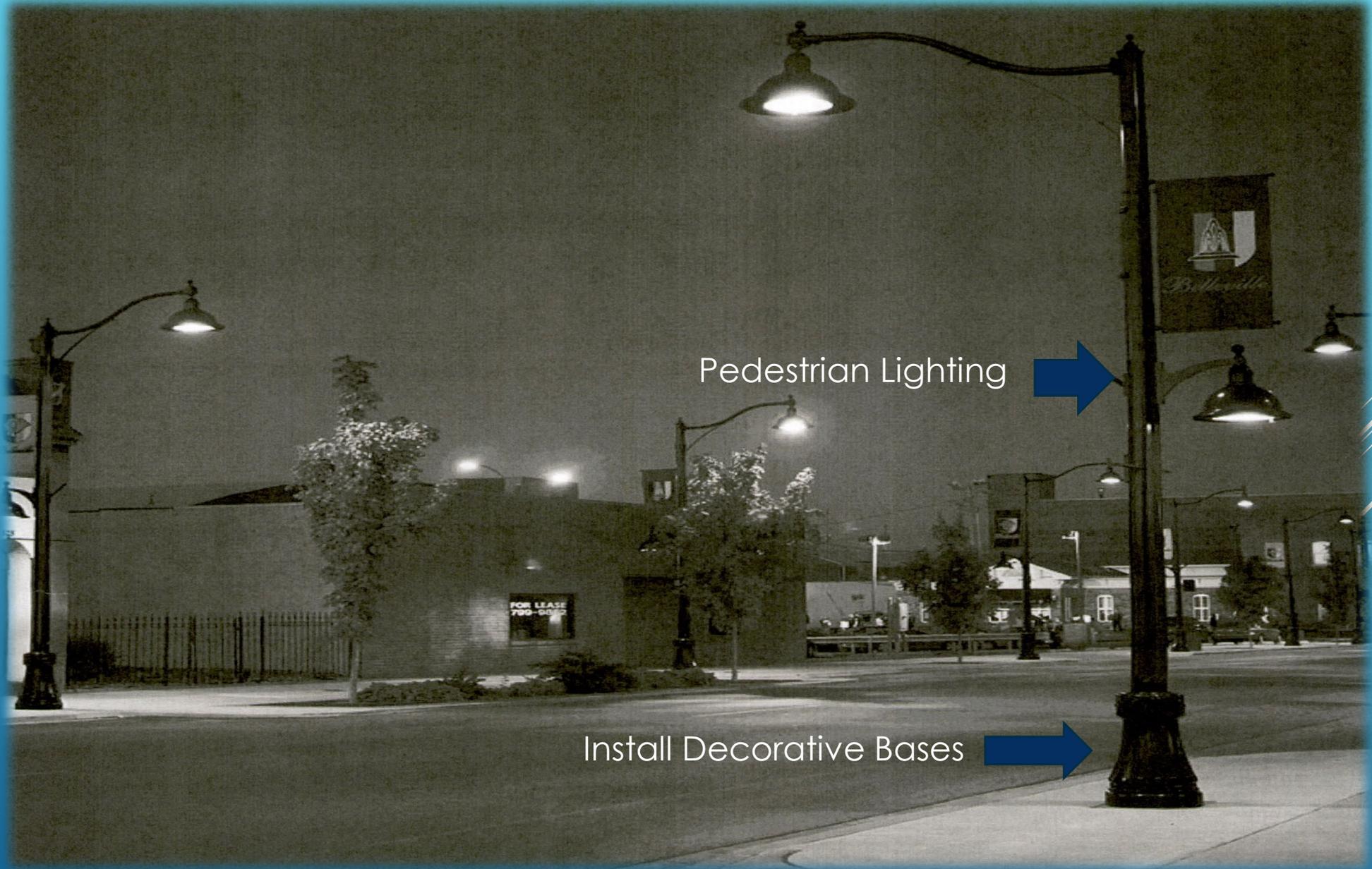


Paint Streetlight
Poles Black



- Install Pedestrian Level Lighting

- Install Decorative Bases







Install Brick in Tree Wells



- Install Rooftop Lighting in alleys to help create “pathways to G”
- Place-making signage
- Parking directional signage
- Paint back of street signs for “clean look”

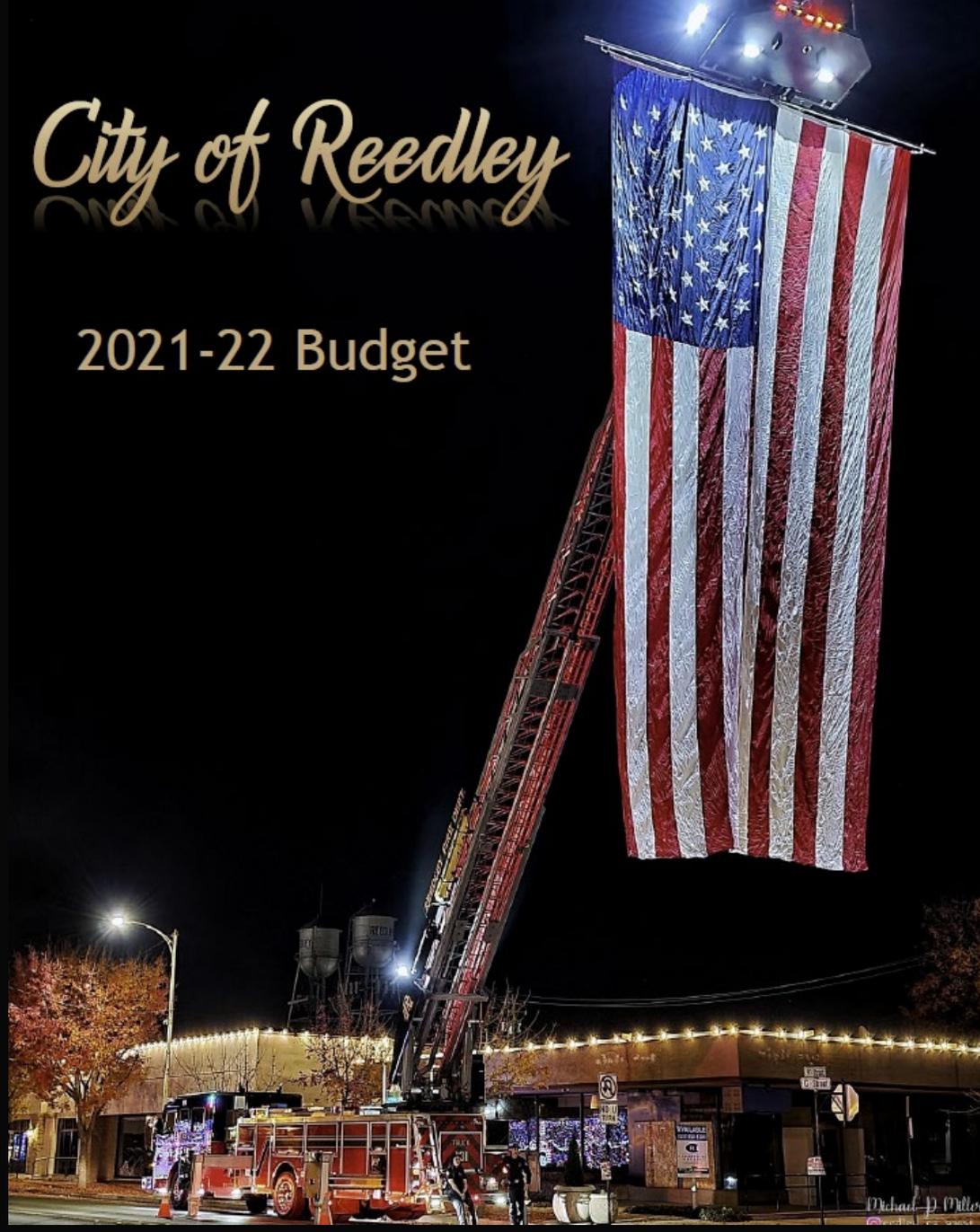


- Light the Downtown Water Towers
- Refresh “Reedley” paint



City of Reedley

2021-22 Budget





Document Highlights

Continued Evolution to Improve Accessibility & Understandability

- ▶ Transparency is Better Governance
- ▶ Five Year Capital Improvement Plan
- ▶ Using charts & graphs to tell the story
- ▶ E-version optimized for ease of navigation
- ▶ *Less is More...* 127 pages shorter (26.4%)

**Government Finance Officer Association National
Distinguished Budget Award (6th Year Running)**

**California Society of Municipal Finance Officers *Excellence
Budget Award* (4th Year Running)**

Acknowledgements

Overall Themes

- ▶ Aggressive focus on Economic Development
- ▶ Prudent use of one-time resources to focus on facility repairs, equipment replacement and capital projects
- ▶ Leverage outside resources where available
- ▶ Performance Measures
- ▶ Full deployment of available funding for road rehabilitation
- ▶ CalPERS Pension Crises
- ▶ Retention of Qualified Staff
- ▶ Builds the Reserve

City Fund Overview

- ▶ Section 19, page 317
- ▶ 50+ Active Operating & Capital Funds
- ▶ Specific or restricted use, tracking, transparency
 - ❑ Number of Funds principle
 - ❑ No new funds for 2021-22
- ▶ Overview of City Departments and their associated funding sources
- ▶ Types of Funds:
 - ❖ Unrestricted (General Fund)
 - ❖ Enterprise
 - ❖ RDA Successor Agency
 - ❖ Internal Service Funds
 - ❖ Fiduciary Trust
 - ❖ Special Revenue
 - ❖ Capital

Proposed Budget Highlights

- ❖ **Budget Balanced in accordance with Reedley's *Balanced Budget Policy***
- ❖ All obligations fully funded, debt, labor agmts etc.
- ❖ 3 New Positions Requested / 2 conversions of P/T to F/T
- ❖ Adds \$300K to the Reserve, 60→90 days ≈\$2.5M
- ❖ \$7,070,891 in planned capital projects
- ❖ Minimum Wage Increase January 2022 → \$15/hr.
- ❖ Pandemic sales tax impact
- ❖ Measure B General Sales Tax = One time uses

Proposed Budget Highlights

- ▶ Solid Waste transition to Mid Valley Disposal, LLC July 1st
- ▶ Central San Joaquin Valley Risk Management Authority
 - ❑ \$1,589,289 total coverage cost, 20% increase (\$266,226)
 - ❑ Workers' Compensation rates up 2%
 - ❑ Liability coverage increasing 14%
 - ❑ Auto Physical Damage increasing 34%
 - ❑ Property coverage is increasing 97% (\$162,203) continuing hardening of the insurance market due to number and severity of large scale events and natural disasters
 - ❑ 45% increase last year as well
 - ❑ Refund of \$173,941 from the 2015-16 program year 😊

Proposed Budget Highlights

Total Proposed Budget for All 50+ Active Funds = \$39,644,860

- \$14,965,725 Personnel & Benefit Costs
- \$17,608,244 Maintenance & Operations
- \$ 7,070,89 Capital Expenditures

2021-22 General Fund = \$14,727,015

- \$9,171,084 Personnel & Benefit Costs
- \$4,530,707 Maintenance & Operations
- \$1,025,224 Capital Expenditures

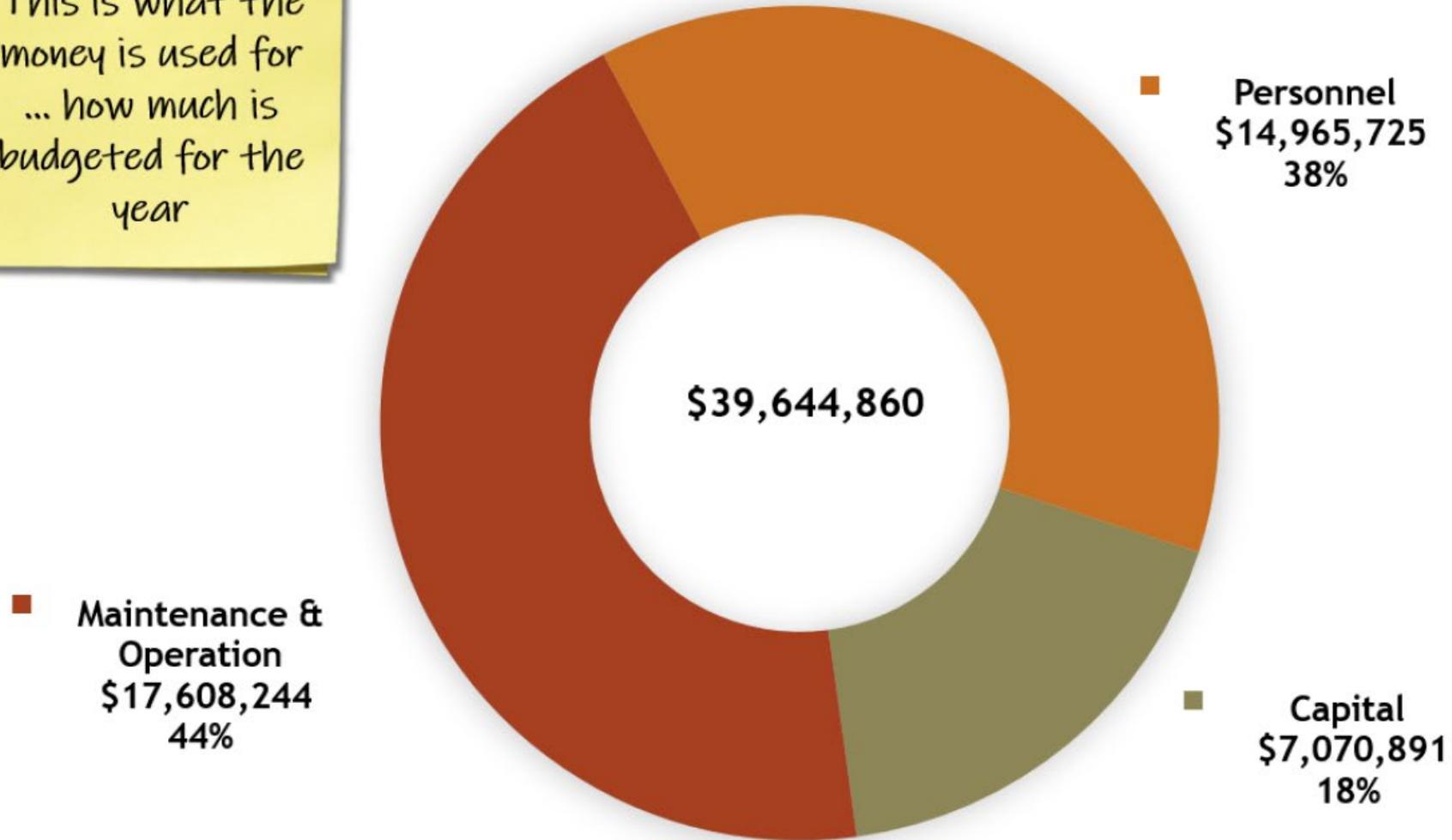
Current Year Amended Budget = \$12,497,736

2021-22 Public Safety Sales Tax Proposed Budget = \$1,783,045

- \$867,927 Personnel & Benefit Costs
- \$317,118 Maintenance & Operations
- \$598,000 Capital Expenditures

2021-22 Citywide Total Expenditure Budget by Type

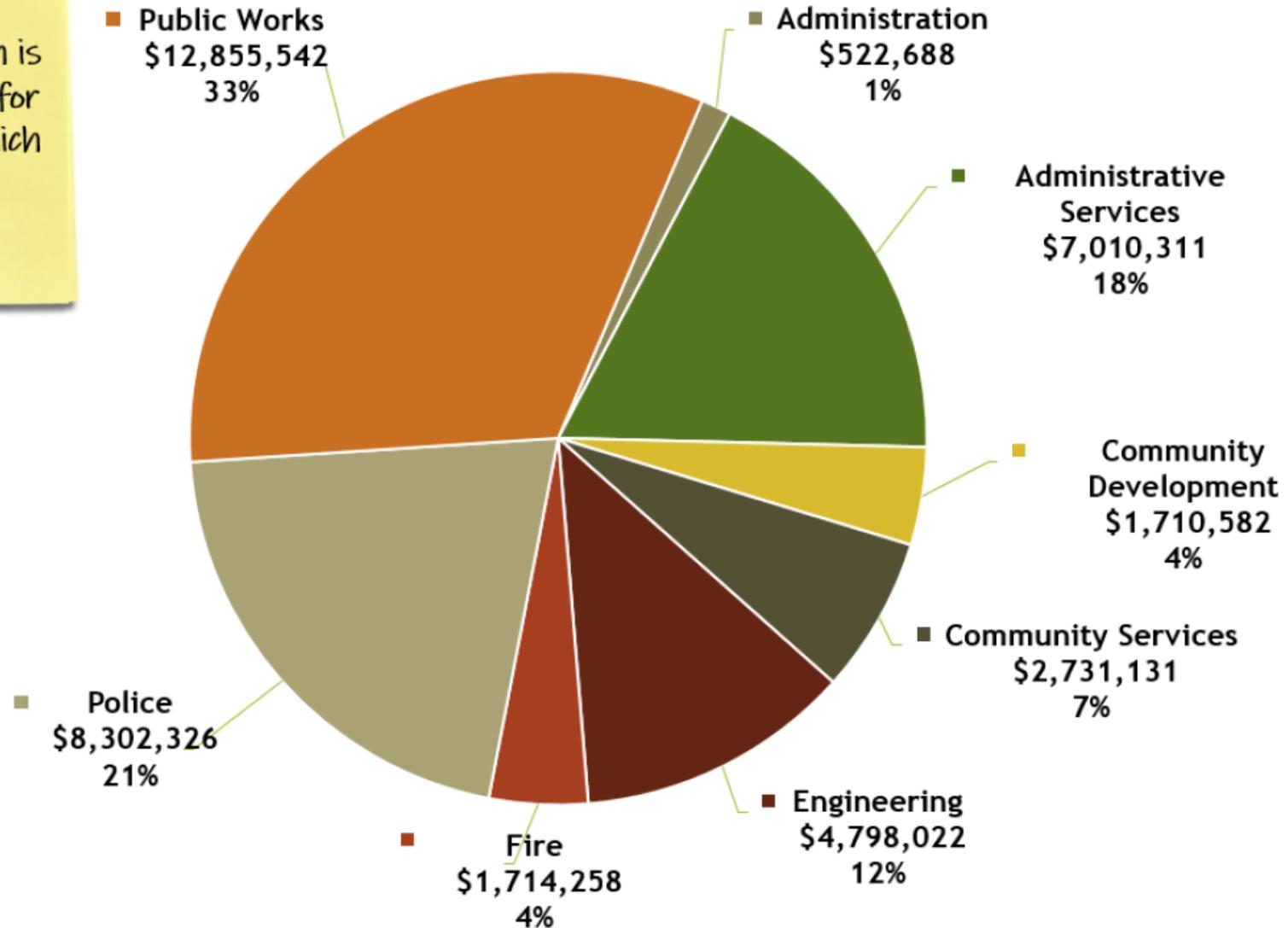
This is what the money is used for ... how much is budgeted for the year



2021-22 Citywide Total Expenditure Budget by Department

\$39,644,860

Shows how much is being budgeted for the year and which departments oversee the spending



General Fund Health

\$ 1,441,296 Actual Carryover From 2019-20

\$ 12,399,538 Add: Total Projected 2020-21 Revenue

(\$ 12,069,338) Less: Total Projected 2020-21 Expenditures

\$ 1,771,496 Est. Fund Balance June 30, 2021

\$13,303,554 Total Projected 2021-22 Revenue

(\$14,727,015) Less: Total Proposed 2021-22 Expenses

\$ 347,835 Est. Fund Balance June 30, 2022

One-time Capital Projects = \$1,025,224

General Fund Reserve Status

Reserve Policy = 90 Days Operating Expenditures

\$2,332,536 current minimum target*

\$1,914,526 Ending Fund Balance 6/30/2020

- + 200,000 Mid Year contribution (February 2021)
- + 37,000 Reimbursement for utility forgiveness program funds
- + 15,707 Airport Loan Payment
- + 5,500 Estimated Interest Earnings

\$2,172,733 Estimated Fund Balance 6/30/2021

- + 250,000 General Fund contribution
- + 50,000 Legal Settlement
- + 15,707 Airport Loan Payment
- + 7,500 Estimated Interest Earnings

\$2,495,940 Estimated Fund Balance 6/30/2022

* Will be recalculated in August 2021 based on prior year expenditures

Sales Tax

General Sales Tax

- ❖ This year revenue is forecast at \$1,934,000
 - ❑ 19% Increase from the Adopted Budget (pandemic)
- ❖ Next year revenue estimate = \$1,991,000
 - ❑ 3% growth estimate

Public Safety Sales Tax (Restricted Use)

- ❖ This year revenue estimate of \$1,342,000
 - ❑ 19.8% increase from the Adopted Budget (pandemic)
- ❖ Next year estimate = \$1,401,000
 - ❑ 4.4% growth estimate

Measure B Sales Tax

- ▶ 0.75% General Sales Tax Measure approved by Reedley voters March 2020
- ▶ Maintain essential/critical services
- ▶ Effective July 1, 2020
- ▶ Separate revenue account for tracking 001-3124
- ▶ This year, revenue estimate = \$1,756,000
- ▶ Next year = \$1,848,000
- ▶ No new services or programs

- ▶ 2nd Year Emphasis on building the Reserve, Police equipment, streets project (East Ave), Animal Shelter planning, Sports Park playground surface, Senior Center A/V upgrades, facility rehab and pension contributions

Property Tax

- ❖ Secured Property Tax is Estimated to End the Year at \$1,250,000
 - ❑ Slightly below the Budgeted Amount
 - ❑ Next year assumes 1.5% Growth

- ❖ **Property Tax in Lieu of Vehicle License Fee**
 - ❑ Year end estimate = \$2,146,945, matching budget
 - ❑ Budget assumes 2% growth for next year

Community Facilities District

- ❖ Established November 2005 applying to all new development
- ❖ Restricted use
- ❖ Partial offset for Police, Fire and Parks Maintenance costs within CFD boundary
- ❖ \$766,067 forecasted for next year
- ❖ No CPI Increase to rates 2018-2022
- ❖ 3rd largest revenue in General Fund after Property and Sales Tax

Debt Discussion

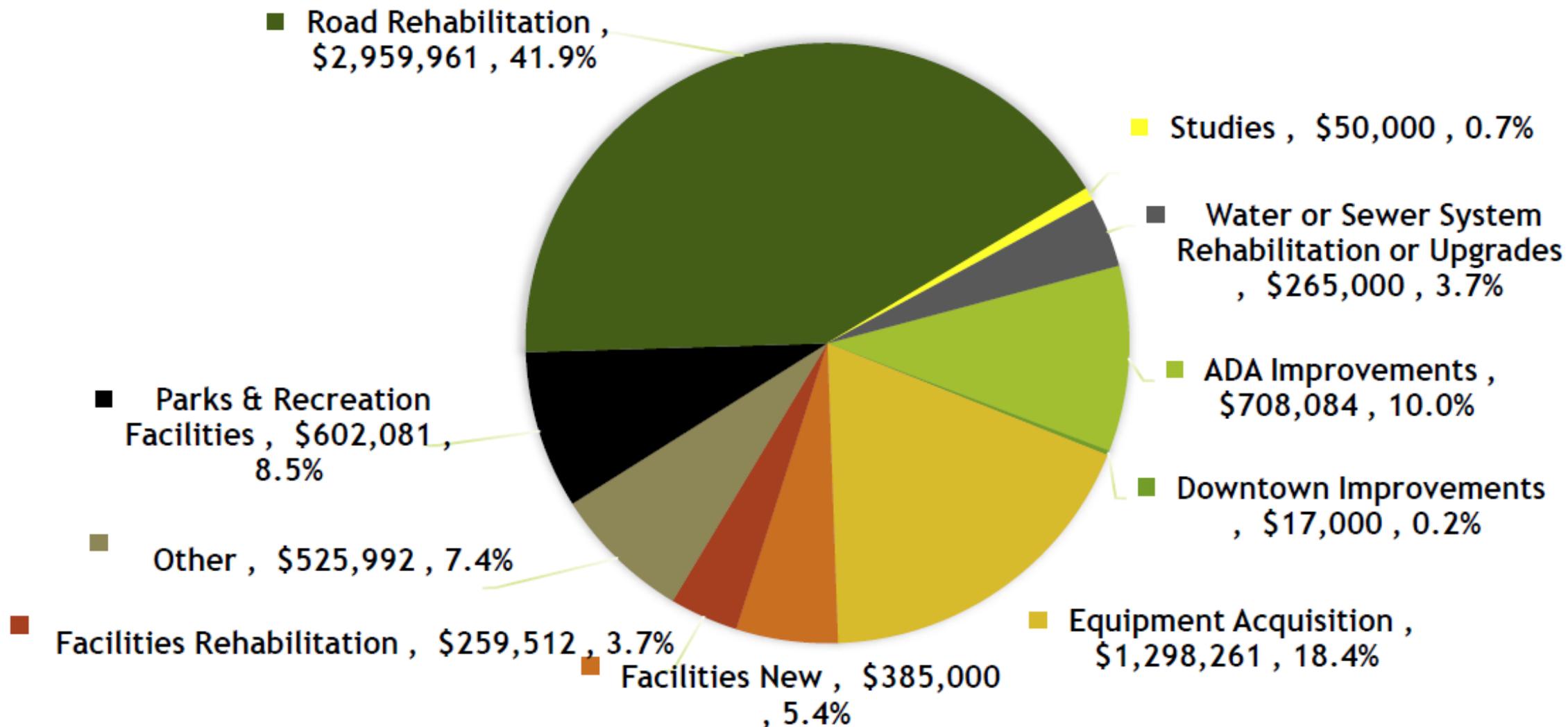
- ▶ No new debt is proposed
- ▶ All capital purchases planned with available fund balances
- ▶ All existing Debt Service Obligations are Fully Funded
 - ❑ Section 22 / page 351
- ▶ 2020 RDA Bonds Refunding revised lower debt service
 - ❑ Increases revenue to General Fund by \$50K
- ▶ 2015 & 2019 Equipment Purchase loans retired April 2021
- ▶ 2018 Equipment Financing Package remaining
 - ❑ Fall 2021: review financial condition for possible early payoff

Capital Improvement Program

- ▶ Valuable tool for council, staff and community
- ▶ Next year 44 projects. \$7,070,891 page xi
- ▶ Criteria used, page 166
- ▶ Process to identify projects
- ▶ Unfunded projects
 - Important planning exercise, develops over time
 - Grant opportunities / one-time resources
 - Currently \$23.6M over 5 year planning horizon
- ▶ Summary of CIP by category

2021-22 CAPITAL IMPROVEMENT PROGRAM BY CATEGORY

\$7,070,891



2011 RDA Bond Proceeds

- ❖ City may use 45% of Bond Proceeds = \$2,442,445
- ❖ \$1,942,445 of the proceeds have been spent or committed to date
- ❖ \$500,000 + accrued interest earnings = \$525,992
- ❖ Downtown Vibrancy Project Plan
 - ❖ Presented to Streetscape Committee in February
 - ❖ City Council workshop on March 9, 2021

Staff Positions

▶ New Positions

- ❑ Police Officer (Tobacco Intervention Grant)
- ❑ Management Analyst (Public Works, State mandates)
- ❑ Parks Maintenance Worker

▶ Conversions of Part-time to Full-time (no new bodies)

- ❑ 40 hour Office Assistant to Accounting Technician I
- ❑ 40 hour Office Assistant to Staff Assistant

▶ Reclassifications (Promotions)

- ❑ Recreation Coordinator to Recreation Supervisor
- ❑ Facilities Coordinator to Facilities Supervisor
- ❑ Senior Engineering Assistant to Assistant Engineer

▶ Reduction of 12 positions in Solid Waste, Fleet

Personnel & Benefits

Two Year MOU with the RPOA ends June 30, 2022

- ❑ 3.0% COLA July 1, 2020
- ❑ 3.0% COLA July 1, 2021

3 Year MOU with the GSU ends June 30, 2023

- ❑ 3.0% COLA July 1, 2020
- ❑ 2.5% COLA July 1, 2021
- ❑ 2.5% COLA July 1, 2022

Unrepresented Employees

- ❑ 2.0% COLA / 1.0% stipend July 1, 2020
- ❑ 3.5% COLA / no stipend July 1, 2021

Personnel & Benefits

Retiree Medical Benefit

- ▶ Established by Council Resolution
- ▶ Fully Funds estimated OPEB medical premiums
- ▶ \$357,488

Continued Pre-Funding to the CalPERS California Employers' Retiree Benefit Trust

- ▶ Pre-funding last year from 15% to 25%
 - ✓ FY 2021-22 = \$89,372 Contribution
 - ✓ Represents 7th Year of Pre-Funding
 - ✓ Plan is 3.3% Funded
 - ✓ \$433,263 in CERBT as of March 2021
 - ✓ Investment earnings of \$101,413 (10.9%)

Personnel & Benefits

Minimum Wage Increase to \$15.00

- ▶ Impacts Community Services Programs
- ▶ Adjustments to part-time pay ranges

8% Medical Premium Increase Assumed

- ▶ Plans will be put out to the marketplace late Summer 2021 and taken before the Council in the Fall
- ▶ Last year, City faced with 8.54% and worked solutions to a 2.1% increase
 - Overall 38% decrease in employee contributions

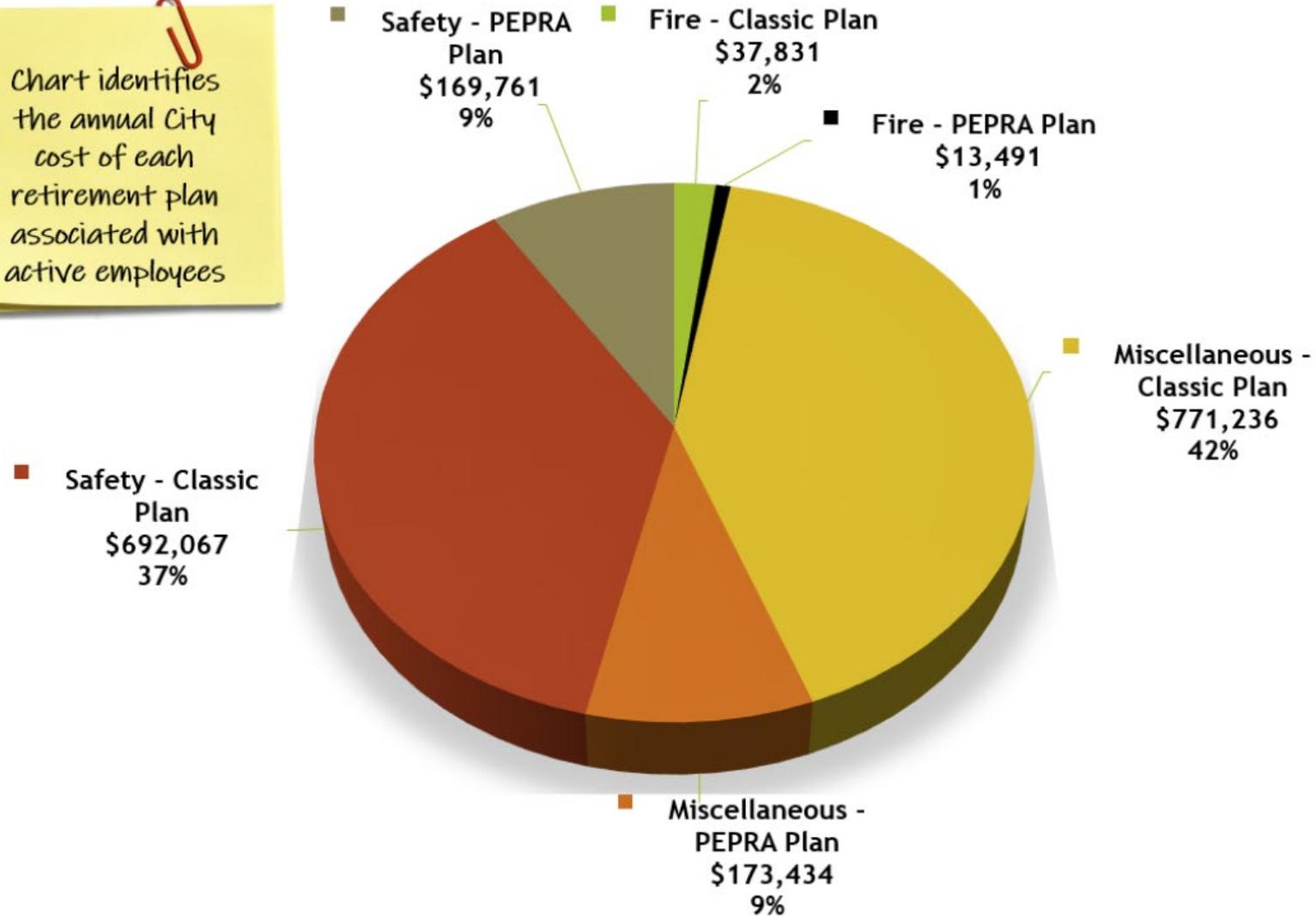
Pension Contributions

- ❖ Pension cost burden has shifted from investment earnings to local City coffers
- ❖ Next year Unfunded Accrued Liability (UAL) payment is \$1,218,611
 - ❑ 21.4% increase
 - ❑ Reedley plans are 73.7% funded = \$15,125,410 UAL
 - ❑ Budget assumes continued Pre-Pay option saving \$42,651 (3.50% savings)
- ❖ Additional Discretionary Payment
 - ❑ February 2021 workshop
 - ❑ 25% of UAL \$304,653
 - ❑ Similar pre-funding strategy as Retiree medical
 - ❑ Generates over \$400K in long term savings, \$17K-\$20K annually
- ❖ Pension Contribution Policy (Best practice, Fall 2021)
- ❖ Lowered CalPERS Discount Rate, 7.00% → ?

2021-22 CalPERS Retirement Active Employees

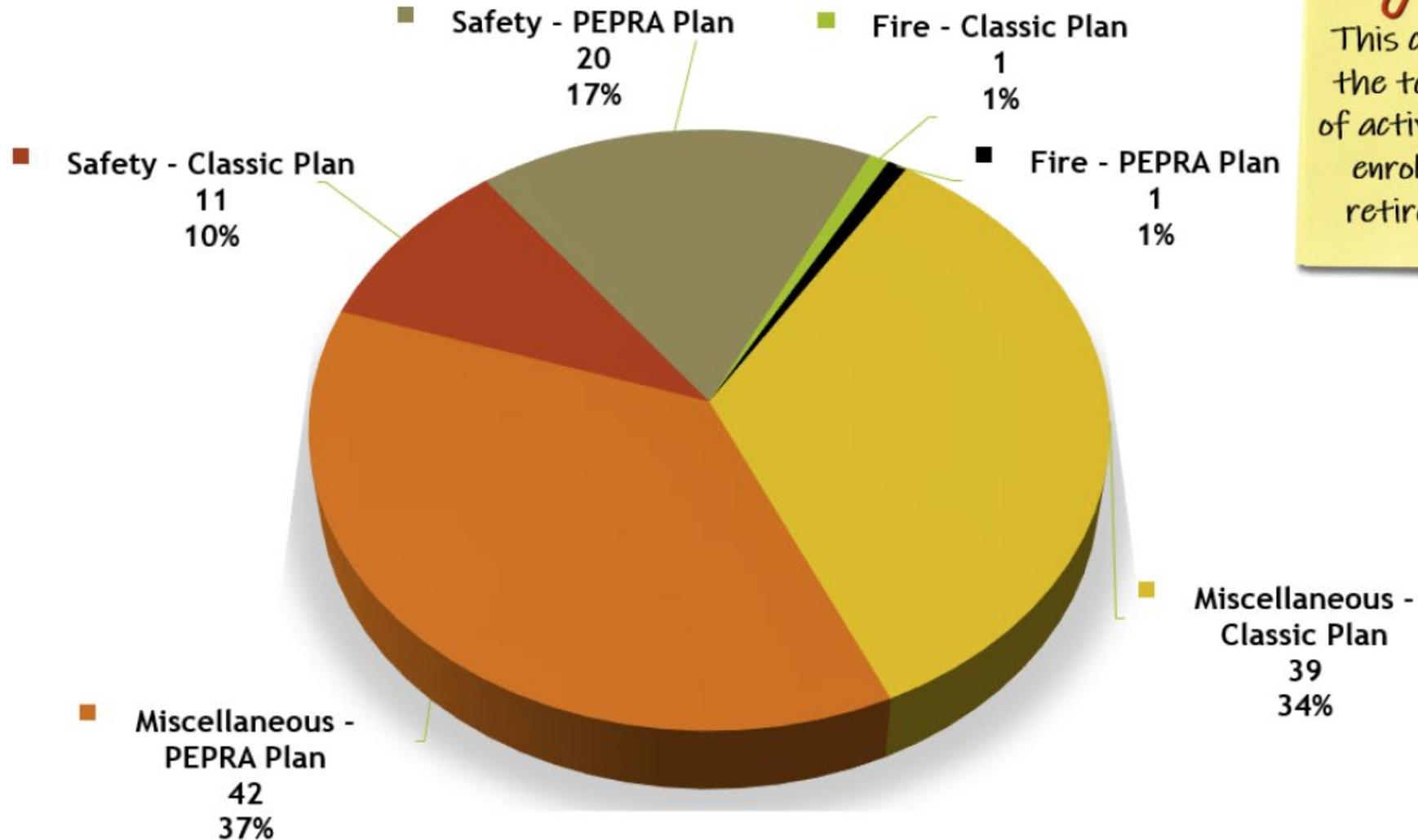
Annual Cost by Retirement Plan \$1,857,819

Chart identifies the annual City cost of each retirement plan associated with active employees



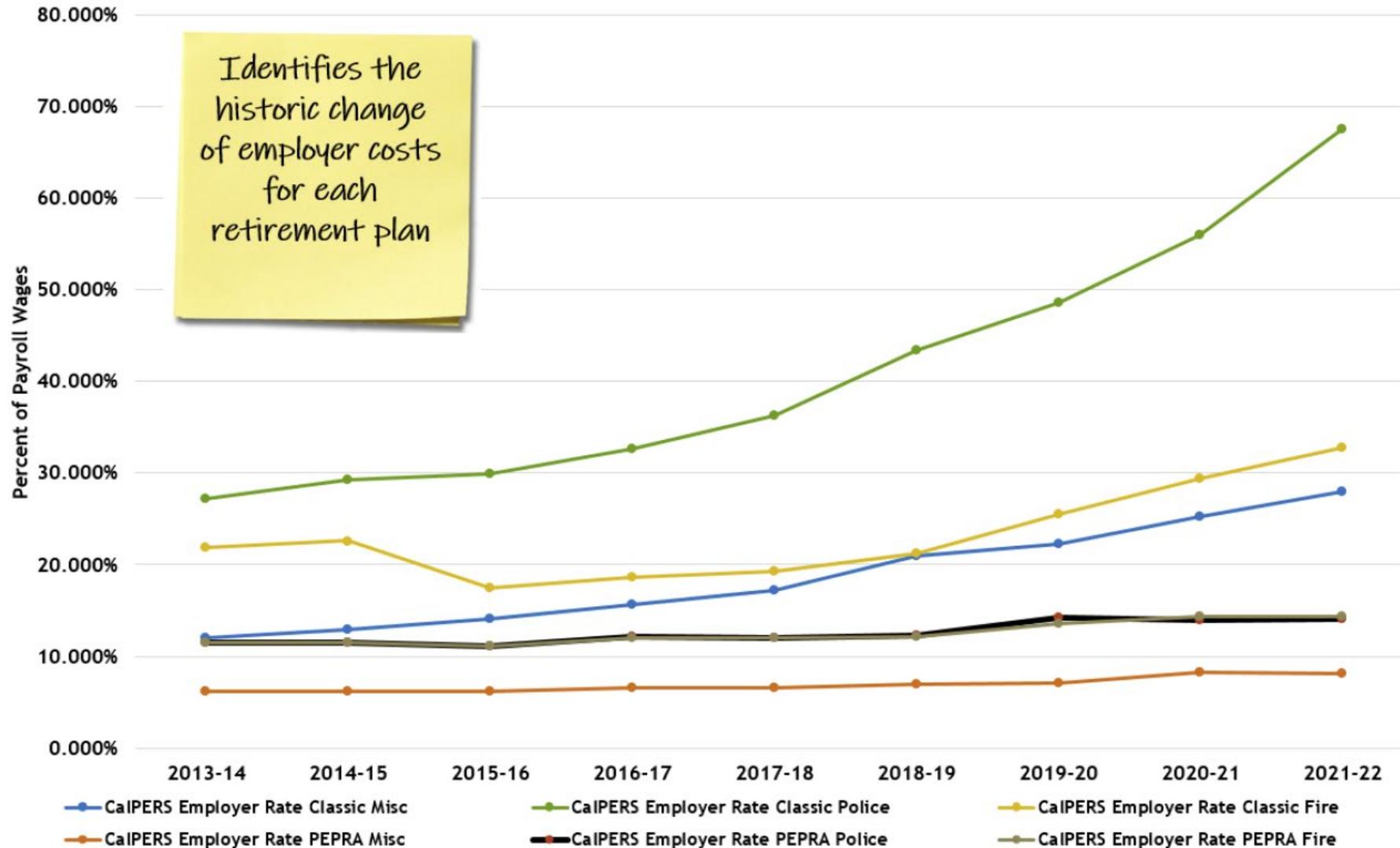
2021-22 CalPERS Retirement Active Employees

CalPERS Plan Enrollment Employee Count 114



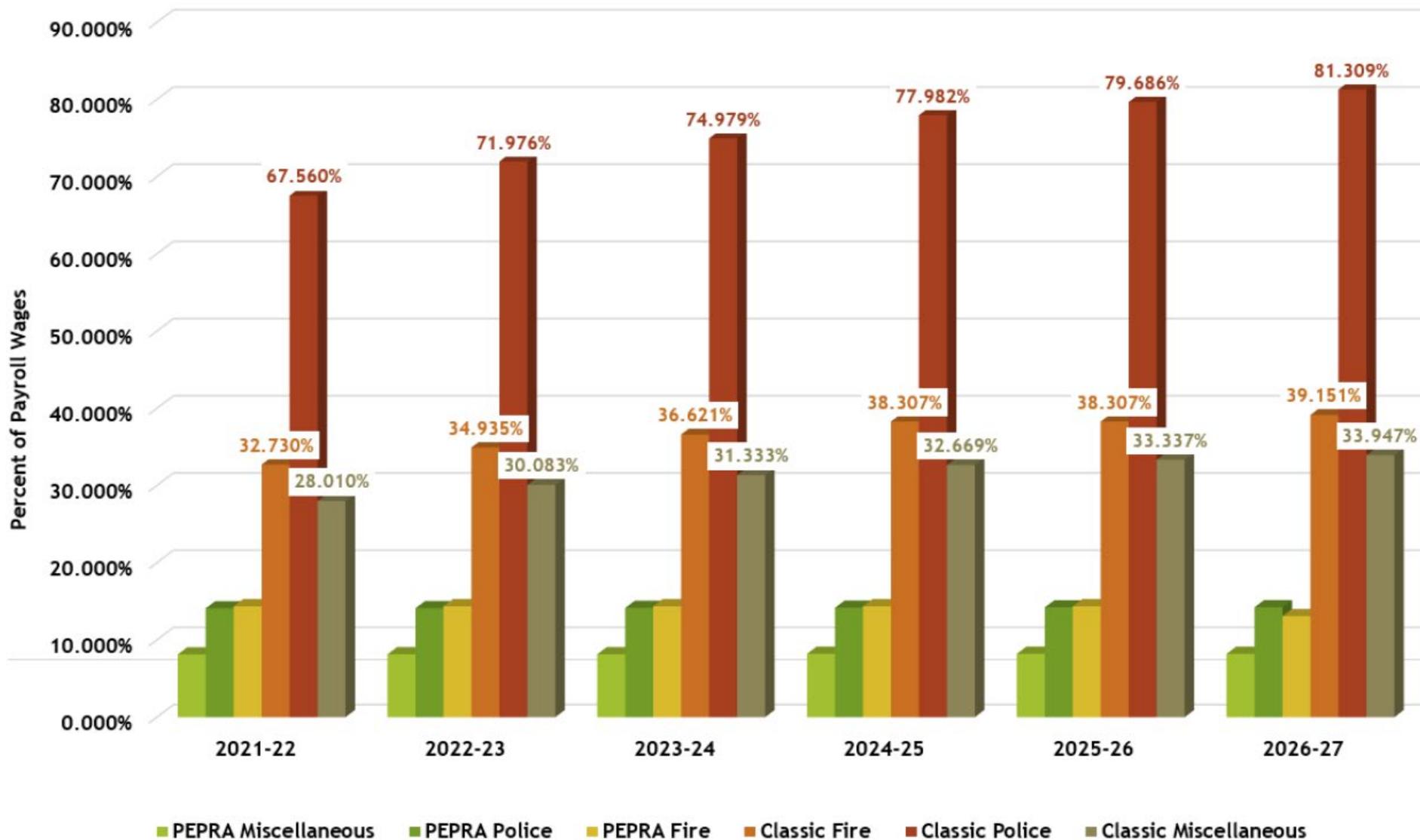
This chart shows the total number of active employees enrolled in each retirement plan

CalPERS Employer Rates for Retirement Plans



CalPERS Employer Rates for Retirement Plans

Forecasted Rates for each Retirement Plan



American Rescue Plan Act of 2021

- ▶ Included \$350B in funding for states, counties and cities
- ▶ Allows governments to support:
 - ▶ **vital public health and economic responses to the pandemic;**
 - ▶ **provide premium pay to essential workers;**
 - ▶ **replace lost revenue to prevent cuts to services;**
 - ▶ **make investments in water, wastewater and broadband**
- ▶ Reedley scheduled to receive \$4,829,557 split over two years
- ▶ Not included in the Proposed Budget
- ▶ Guidance is being released this week
- ▶ Staff will analyze and provide recommendations to the City Council for its considerations

Concerns

- ▶ **CalPERS lowering of the discount rate (Fall 2021) and continuing to underperform**
- ▶ **Local Control, Jurisdictional Land Use Authority**
- ▶ **Staff recruitment and retention**
 - ❑ Law enforcement
 - ❑ Specialized knowledge (i.e.. water, wastewater, land use)
- ▶ **Inflation**
 - ❑ Massive money supply
 - ❑ More consumers chasing fewer goods
 - ❑ City dollars don't go as far

City Budget Delivers...

- ▶ Maintains essential services to the community
- ▶ Fully funds all obligations of the City
- ▶ Continues to position the City to weather a downturn
- ▶ Addresses critical deferred maintenance items, emphasis on public health and safety
- ▶ Deploys all available funding to streets maintenance projects
- ▶ Bolsters staffing in critical areas
- ▶ Council & Staff committed to accountability and transparency

Next Steps...

May 11, 2021 7:00PM

- ▶ Budget Rollout
- ▶ Administration
- ▶ Administrative Services

May 18, 2021 6:00PM

- ▶ Community Development
- ▶ Engineering
- ▶ Public Works
- ▶ Police

May 25, 2021 6:00PM

- ▶ Community Services
- ▶ Fire

June 8, 2021 7:00PM

- ▶ Tentative: Budget Adoption

Dinner @ 5:30pm May 18th & May 25th



ADMINISTRATIVE SERVICES DEPARTMENT

2021-22 Budget Presentation

ASD Responsibilities

Finance Reporting & Operations

Budget & Master Fee Schedule

Single Audit Report & Compliance

Accounts Payable

Utility Billing & Collections

Utility SB998 Compliance

A/R Billing & Collections

Business Licensing

Payroll & Benefits

Human Resources

Risk Management

Information Technology

**Continuing Disclosure
Compliance**

Contracts & Purchasing

Investments & Debt Mgmt

**Community Facilities District
Annexations & Administration**

Recognition



**“Unmodified” Audit Report for the Fiscal Year
Ended June 30, 2020**



**National Distinguished Budget Presentation Award
GFOA**



California Budget Excellence Award CSMFO

Finance & Accounting

- **Established a Balanced Budget policy**
- **Increased Reserve Target to 90 days (3 Months)**
- **\$200K mid year contribution to Reserve**
- **Advanced Refunding of 2011 RDA Bonds – saves \$50K/yr**
- **Submitted \$32,787 in new SB 90 claims, rec'd \$28K for prior claims**
- **Ensured investments were solid during pandemic turbulence**
- **Prepaid pension liability to save \$35K**
- **Retiree medical plan is 3.3% funded, with a 10.9% investment return on OPEB Trust funds**

Grants Administration

Sustainable Ag Land SALCP	ASES Washington School	ASES TL Reed School
Fresno-Madera Area Agency on Aging	FAA Airport Design Apron	FAA Airport Seal Coat
Airport CARES	CDBG 18571 Buttonwillow Widening	Manning Sidewalk
Reed Avenue Sidewalk	Manning Avenue Phase I	East Avenue Sidewalks
Reed Avenue Phase 2	Highway Safety Improvement Program Safety Sign Audit	Fire Homeland Security Grant
2018 & 2019 Bulletproof Vest Program Grants	2017 & 2020 Homeland Security Grants	2017 & 2019 Edward Byrne Memorial Justice Assistance Grant Grants
2020 Emergency Coronavirus Funding	San Joaquin Valley Air Pollution Control District Benefit Grant	U.S. Department of Justice 2020 Emergency Coronavirus Funding

Human Resources

- Conducted 20 recruitments, hired 53 people
- Implemented special work rules for COVID-19
- Medical Plan increases 8.54% --> 2.1%,
- Citywide Safety Committee
- Annual review of personnel policies
- Everyone got paid accurately and on time

Utilities

- Administered three separate relief programs for 121 businesses and organizations
- Utility billing lobby never closed
- Online payment portal was improved, Google Translate

Community Facilities District

- Completed annexation #18 for new property
- No change to assessment rates for 4th year
- Published the annual DIF report

Information Technology

- Updated Council Chamber Tech for video
- Completed Fiber conduit install at City Hall & PD
- Setup backups for City servers
- Updated copiers - more efficient lower cost equip
- Computer Replacement Program ~ 25 this year

Risk Management

- **Filed 12 claims for damage to City property**
 - ❑ Recovered \$41,891 or 73%
- **Administered 12 claims against the City for 2020**
- **Reviewed (7) City construction contracts for compliance w/insurance and bond requirements**
- **Citywide Safety Committee**
 - ❑ Injury & Illness Prevention Program
 - ❑ Facility inspections
 - ❑ Conduct investigations into accidents and near misses
 - ❑ Improvements to safety procedures

ASD Performance Measures

Performance Measure	Performance Target	Performance Data	Target Met
Budget Excellence	Receipt of GFOA (National) and CSMFO (State) Budget Awards	2019-20: Received Both GFOA and CSMFO Awards	<input checked="" type="checkbox"/>
Financial Reporting & Compliance	Receipt of an Unmodified Audit Opinion with no material findings	2019-20: Received an Unmodified Audit Opinion	<input checked="" type="checkbox"/>
Human Resources Recruitment Efficiency	Hire Qualified Candidates for 100% of the positions	2019-20: The City's recruitments during this fiscal year period resulted in 66 new hires, finding qualified candidates 90% of the time	<input type="checkbox"/>
Utility Billing & Collections	Percentage of utility customers making remote electronic payments is at least 40%	2019-20: The City Processed 66,247 utility payment transactions. 41% of customers paid through electronic means as opposed to in-person or mail	<input checked="" type="checkbox"/>

2021-22 Budget Specifics

Conversion of (1) 40 hour Office Assistant to Accounting Technician I

All City Debt Obligations are Fully Funded

Retiree Medical fully funded and 25% CERBT Prefunding

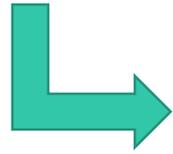
CalPERS UAL Prepayment, saving \$42,651

1st year Add'l Discretionary Payment \$304,653, 25% of UAL

No major operational changes or other budget requests

2021-22 ASD Appropriations

\$7,010,311 Total Expenditures



\$ 931,267 Personnel Costs

9 Full-Time Staff

\$ 2,755,323 City Wide Debt Service

\$ 525,992 Capital Expenditures

\$ 525,992 Projects from Bond Funds

\$ 0 for ASD Capital Items

\$7,010,311 Total Expenditures continued

\$ 2,797,729 M & O Expenditures for 2021-22



Citywide Benefit

\$ 435,571	Risk Mgmt Premiums (Liability & Property)
435,152	Retiree Medical & CERBT Funding
198,049	Solid Waste Operational Transfer
250,000	General Fund Reserve Transfer
304,653	CalPERS Add'l Discretionary Payment
115,000	Dental Premiums Active Employees
1,000	CPR Certifications
466,020	Enterprise Management Services Cost
63,983	Fire & Police Property & Enterprise Safety
75,547	HR ISF M & O
40,104	DIF Administration

\$ 2,385,079 ASD Appropriations for Citywide Benefit

\$7,010,311 Total Expenditures continued

\$ 2,797,729 M & O Expenditures for 2021-22 continued



Department Specific Costs

\$ 36,000	Utility Bill Postage & Other Receivables
36,000	Utility Billing Forms and Envelopes
58,000	Audits, Actuarials and Disclosure Reports
137,100	Online Customer & Merchant Fees
11,226	Utilities
54,000	Software Licenses, Equip Service Contracts
18,000	IT Related expenditures
3,200	Professional Development
1,600	Offsite Storage
7,500	Utility Bad Debt Expense
50,024	Other, Misc
<hr/>	
\$412,650	

2021-22 Goals

- ✓ **Maintain Budget Awards and Unmodified Audit Status**
- ✓ **Pension Contribution Policy**
- ✓ **Finalize Citywide Purchasing Policy**
- ✓ **Manage/Support grant reporting for 100% compliance**
- ✓ **Complete biennial valuation for the City's Retiree Medical plan**
- ✓ **Continue downward trend in number & severity of workplace injuries**
- ✓ **Restore staff training & development opportunities**
- ✓ **Continue Review & Update of Job Descriptions & Personnel Policies**
- ✓ **Transition billing of commercial accounts to Mid Valley Disposal, LLC**
- ✓ **Facilitate Annual Computer Workstation Replacements**
- ✓ **Complete Fiber Conduit Installation at WWTP**
- ✓ **Complete A/V upgrades at Community Center**

Thank You.

