

**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, NOVEMBER 14, 2023

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

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

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

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

**The meeting will be held in person and may be observed remotely via Zoom or at:
<http://www.reedley.com/livestream.php>.**

Public comment may be made in person or submitted in writing. Members of the public who wish to provide written comments are encouraged to submit their comments to the City Clerk at ruthie.greenwood@reedley.ca.gov by the close of business one day prior to the start of the meeting to ensure that the comments will be available to the City Council. Please indicate the agenda item number to which the comment pertains. Written comments that do not specify a particular agenda item will be marked for the general public comment portion of the meeting. A copy of any written comment will be provided to the City Council at the meeting. Please note that written comments received will not be read aloud during the meeting, but will be included with the meeting minutes.

Anita Betancourt, Mayor

Matthew Tuttle, Mayor Pro Tem
Mary Fast, Council Member

Suzanne Byers, Council Member
Scott Friesen, Council Member

MEETING CALLED TO ORDER

INVOCATION- Rev. Dr. Jeff Wheeland, Reedley Mennonite Brethren Church

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. PRESENTATION OF CHECK FROM ASSEMBLYMAN DEVON MATHIS
2. INTRODUCTION OF ENGINEERING ASSISTANT – Engineering

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

NOTICE TO PUBLIC

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

CONSENT AGENDA (Item 3-12)

3. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF OCTOBER 10, 2023 - (City Clerk)
Staff Recommendation: Approve
4. RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GIANTS COMMUNITY FUND ALLOWING THE CITY OF REEDLEY TO PROVIDE THE JR. GIANTS BASEBALL PROGRAM-(Community Services)
Staff Recommendation: Approve
5. RATIFICATION OF AN UPDATED SOFTWARE SERVICES AGREEMENT WITH IWORQ SYSTEMS, INC. FOR ONGOING PERMIT MANAGEMENT, CODE ENFORCEMENT, MAINTENANCE TRACKING & FACILITIES WORK ORDERS-(Administrative Services)
Staff Recommendation: Approve
6. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL RENEWAL DOCUMENTS AND PLAN CHANGES NECESSARY FOR THE PROVISION OF DENTAL, MEDICAL, & VISION COVERAGE FOR ELIGIBLE CITY EMPLOYEES, RETIREES, AND DEPENDENTS FOR THE 2024 CALENDAR YEAR-(Administrative Services)
Staff Recommendation: Approve

7. APPROVE AND AUTHORIZE CITY MANAGER TO RENEW THE ANNUAL SERVICES AGREEMENT WITH DAVID WELLHOUSE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$4,500 FOR PREPARATION AND FILING OF CLAIMS FOR STATE MANDATED COST (SB 90) REIMBURSEMENT -(Administrative Services)
Staff Recommendation: Approve
8. AUTHORIZE THE CITY MANAGER TO SUBMIT A FINANCIAL ASSISTANCE APPLICATION AND SUBSEQUENT RELATED ITEMS TO THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE INSTALLATION OF A WATER MAIN ON PARLIER AVENUE AND COLUMBIA AVENUE-(Engineering)
Staff Recommendation: Approve
9. ADOPT RESOLUTION 2023-080 AMENDING THE PAID SICK LEAVE POLICY PURSUANT TO SB 616 FOR PART-TIME EMPLOYEES AMENDING THE ACCRUAL HOURS PROVIDED-(Administrative Services)
Staff Recommendation: Approve
10. ADOPT RESOLUTION NO. 2023-081 APPROVING THE FINAL MAP FOR TENTATIVE PARCEL MAP NO. 2022-02-(Community Development & Engineering)
Staff Recommendation: Approve
11. ADOPT RESOLUTION NO. 2023-082 OF INTENTION TO ANNEX THE FOLLOWING TERRITORY (ANNEXATION NO. 21): APN'S 368-183-01, 368-183-02, 368-183-03, 368-350-17, 368-350-31, 368-350-32, 368-350-33, 368-021-44S, 368-021-69S, 368-350-19, 368-350-35, 370-164-13, AND 370-030-49 INTO THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES AND FIXING THE TIME AND PLACE OF PUBLIC HEARING FOR JANUARY 9, 2024-(Administrative Services)
Staff Recommendation: Approve
12. ADOPT RESOLUTION NO. 2023-085 AUTHORIZING THE GRANT APPLICATION TO THE CALIFORNIA NATURAL RESOURCES AGENCY URBAN GREENING GRANT PROGRAM FOR IMPROVEMENTS TO THE REEDLEY COMMUNITY PARKWAY-(Community Services)
Staff Recommendation: Approve

ADMINISTRATIVE BUSINESS

13. RECOMMENDATION OF REJECTION OF CLAIM- UNIVERSAL MEDITECH, INC.-Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate.-(Administrative Services)
Staff Recommendation: Approve Claim Rejection
14. CONSIDERATION OF ITEMS PERTAINING TO REHANGING THE FIVE MURALS WHICH WERE REMOVED FROM THE ROYAL VALLEY BUILDING AND RELOCATING THE MURALS TO THE REEDLEY PARKWAY
 - A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SPECIAL INITIATIVE GRANT AGREEMENT WITH SIERRA KINGS HEALTH CARE DISTRICT

- B. ADOPT RESOLUTION NO. 2023-083 AMENDING THE 2023-24 CITY OF REEDLEY ADOPTED BUDGET APPROPRIATING \$7,000 IN THE GENERAL FUND TO COVER COSTS ASSOCIATED WITH THE MATERIALS TO FABRICATE FRAMES FOR THE MURALS.

Report, discussion and/or other Council action to approve, modify, and/or take other action As appropriate.-(Community Services)

Staff Recommendation: Approve

15. CONSIDERATION OF ITEMS PERTAINING TO AMENDING THE JOINT USE AGREEMENT BETWEEN KINGS CANYON UNIFIED SCHOOL DISTRICT AND THE CITY OF REEDLEY

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE THIRD AMENDED AND RESTATED FACILITY USAGE MASTER COOPERATION AGREEMENT AND ALL PERTAINING DOCUMENTS

- B. ADOPT RESOLUTION NO. 2023-084 AMENDING THE 2023-24 ADOPTED BUDGET APPROPRIATING \$3,572 IN THE GENERAL FUND TO COVER THE COSTS ASSOCIATED WITH A PART TIME RECREATION LEADER TO OVERSEE THE PUBLIC USE OF THE PICKLEBALL AND TENNIS COURTS AT REEDLEY HIGH SCHOOL

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

Staff Recommendation: Approve

WORKSHOP

16. REEDLEY CHAMBER OF COMMERCE UPDATE-(Community Development)

RECEIVE INFORMATION & REPORTS

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

17. QUARTERLY EXPENSE & TRAVEL REPORT FOR ELECTED AND APPOINTED OFFICIALS – JULY 1, 2023 THROUGH SEPTEMBER 30, 2023 – Administrative Services

18. RECEIVE, REVIEW AND FILE THE QUARTERLY INVESTMENT REPORT FOR 1ST QUARTER ENDING SEPTEMBER 30, 2023 FOR FISCAL YEAR 2023-24 – Administrative Services

COUNCIL REPORTS

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

STAFF REPORTS

20. 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 9th day of November 2023.



Ruthie Greenwood, City Clerk

REEDLEY CITY COUNCIL MEETING –October 10, 2023

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

The meeting of Reedley City Council called to order by Mayor Betancourt at 7:00 p.m. on Tuesday, September 26, 2023 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Pastor Eduardo Trejo, Iglesia de Cristo

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Byers

ROLL CALL

Council Members

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

Absent: None.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

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

Motion unanimously **carried**.

PRESENTATION

1. INTRODUCTION OF FACILITIES COORDINATOR AND EXPANDED LEARNING PROGRAM SITE LEADS Community Services Director Sarah Reid introduced the employees to Council.

2. RECOGNITION RED RIBBON PROCLAMATION
The proclamation was presented by the Community Services Department and Mayor Betancourt.

PUBLIC COMMENT

None.

CONSENT AGENDA (Item 3-9)

Council Member Fast requested to discuss item 7 prior to the vote. Police Chief Garza answered questions regarding this item.

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

- 3. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF SEPTEMBER 26, 2023 - *Approved*
- 4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN ASSIGNMENT AND ASSUMPTION OF LEASE ASSOCIATED WITH THE AIRPORT GROUND LEASE AGREEMENT BETWEEN THE CITY OF REEDLEY AND ITO PACKING CO. INC – *Approved*
- 5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A COMMERCIAL PROPOSAL AND SALES AGREEMENT WITH ADT COMMERCIAL TO PROVIDE ALARM SERVICES FOR THE REEDLEY COMMUNITY CENTER -*Approved*
- 6. ADOPT RESOLUTION NO. 2023-075, ACCEPTING THE CONSTRUCTION IMPROVEMENTS AND WELLHEAD REMOTE TREATMENT FACILITY PROJECT FOR MUNICIPAL WATER WELL 12 AND

REEDLEY CITY COUNCIL MEETING –October 10, 2023

AUTHORIZING THE PUBLIC WORKS DIRECTOR TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE – *Approved*

7. ADOPT RESOLUTION 2023-076 AMENDING THE 2023-24 ADOPTED BUDGET APPROPRIATING \$9,552 IN THE GENERAL FUND FOR A DONATION RECEIVED FROM REEDLEY POLICE OFFICERS ASSOCIATION FOR POLICE SPECIAL RESPONSE TEAM EQUIPMENT– *Approved*

8. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE REEDLEY OLSON AVE TRUNK LINE UPSIZING ALONG OLSON AVE TO WASTE WATER TREATMENT PLANT & HEADWORKS IMPROVEMENT PROJECT:
 - A. ADOPT BUDGET RESOLUTION NO. 2023-077 AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE AVAILABLE FUNDS IN THE AMOUNT OF \$4,478,517 FOR THE REEDLEY OLSON AVE TRUNK LINE UPSIZING ALONG OLSON AVE TO WASTE WATER TREATMENT PLANT & HEADWORKS IMPROVEMENT PROJECT

 - B. ADOPT RESOLUTION NO. 2023-078 AWARDED A CONSTRUCTION CONTRACT TO W.M. LYLES CO. FOR THE REEDLEY OLSON AVE TRUNK LINE UPSIZING ALONG OLSON AVE TO WASTE WATER TREATMENT PLANT & HEADWORKS IMPROVEMENT PROJECT
– *Approved*

9. ADOPT RESOLUTION NO. 2023-079 GRANTING AUTHORITY TO THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REEDLEY WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVENUE TO WASTEWATER TREATMENT PLANT AND HEADWORKS IMPROVEMENT PROJECT– *Approved*

PUBLIC HEARING

10. ADOPT ORDINANCE NO. 2023-009, GRANTING AN EXTENSION AND RENEWAL OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY TEMPORARILY PLACING A MORATORIUM ON THE ESTABLISHMENT OF ANY NEW WAREHOUSING AND OR LABORATORIES WITH BIOSAFETY LEVELS (BSL) 2 THROUGH 4

City Manager Nicole Zieba explained previously an urgency ordinance was passed. Currently the City of Reedley is updating the zoning code and this item would not allow any labs to come into town until a permanent zoning code in place.

Public Hearing Opened: 7:21 p.m.

Public Hearing Closed: 7:22 p.m.

Council Member Fast motioned and Council Member Friesen seconded to ADOPT ORDINANCE NO. 2023-009, GRANTING AN EXTENSION AND RENEWAL OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY TEMPORARILY PLACING A MORATORIUM ON THE ESTABLISHMENT OF ANY NEW WAREHOUSING AND OR LABORATORIES WITH BIOSAFETY LEVELS (BSL) 2 THROUGH 4
Motion unanimously **carried**.

WORKSHOP

11. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM UPDATE

Assistant City Manager, Paul Melikian discussed the history of CalPERS and shared with Council and Staff what the future looks like for the retirement system.

RECEIVE INFORMATION & REPORTS

REEDLEY CITY COUNCIL MEETING –October 10, 2023

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.

12. REEDLEY AIRPORT COMMISSION MINUTES OF REGULAR MEETINGS OF JUNE 15, 2023 AND AUGUST 17, 2023
13. REEDLEY PLANNING COMMISSION MINUTES OF REGULAR MEETINGS OF AUGUST 3, 2023 AND SEPTEMBER 7, 2023

COUNCIL REPORTS

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

Council Member Fast:

- Attended the Airport Open House
- Discussed the Boys and Girls Club and Immanuel fundraiser
- Mentioned the Council of Governments meeting she attended and provided a brief update

Council Member Fast left at 7:55pm

Mayor Betancourt:

- Discussed the Boys and Girls club fundraiser she attended

STAFF REPORTS

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

City Manager Nicole Zieba:

- Discussed the upcoming Council meeting schedule

Police Chief Garza:

- Discussed upcoming Marjaree Mason event and invited Council to attend
- Shared about the upcoming annual Police Department Awards Ceremony

Community Services Director Sarah Reid:

- Mentioned the upcoming Red Ribbon fundraisers
- Discussed the upcoming Lions Club white cane day event
- Reminded everyone about upcoming Fiesta events

City Engineer Marilu Morales:

- Provided an update regarding the Active Transportation Plan

ADJOURNMENT

Mayor Betancourt adjourned the regular meeting at 8:04 p.m.

Mayor Anita Betancourt

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 4

DATE: November 14, 2023

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

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 allowing the City of Reedley to provide the Jr. Giants Baseball Program for the 2024 season. The program hasn't changed, but the Giants Community Fund requires that the City enter into an agreement annually. Staff is asking for the approval to continue offering this program.

BACKGROUND

Jr. Giants Baseball is a free program offered during the summer months to children ages 5-13. During past seasons the program has served 250 players. Throughout the nine-week season players focus on character development, health, education, bullying prevention, and learn basic fundamentals.

For the 2024 season, the Jr. Giants season is planned for June 10-August 8. Games and practices are hosted in Camacho, Citizens and the Sports Park. The Giants Community Fund provides all needed equipment, uniforms and hats. The Giants Community Fund partners with AmeriCorps which provides and funds Ambassadors to work alongside City staff to meet the demands of the program. The Ambassadors assist with recruiting coaches, required parent and player meetings, oversight of games and distribution of Jr. Giants materials and incentives. The City is responsible for the league recruitment, organizing of teams and supervision of the overall program.

FISCAL IMPACT

Staff time will be accounted for in the 2023-24 FY Budget.

ATTACHMENTS

Agreement with Giants Community Fund

2024 Junior Giants League Agreement

1. Introduction

Please note: You must initial each policy before moving on to the next page. If you have any questions or issues on specific policies in this agreement, please contact your Junior Giants Coordinator/Manager as soon as possible.

If you need to complete the survey in multiple sittings, click "Save and continue later" at the top of the page.

Thank you in advance for your time!

1. League

Reedley

2. Your organization's full name (to be listed online/printed on fliers)

City of Reedley

3. Your name

First : Sarah

Last : Reid

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

sarah.reid@reedley.ca.gov

5. Junior Giants Coordinator/Manager

Nicole Catchatoorian

2. Contact Information

Please update your contact information for email/phone communication. Your shipping address is where all league shipments will be sent.

6. Commissioner contact information

Name (first and last) : Taylor Cardenas

Office phone number : 559 637-4203 ext. 236

Cell phone number : 559 618-6034

Email address : taylor.cardenas@reedley.ca.gov

7. Please note that the contact information listed above (except cell phone number) will be posted online if participants have registration questions.

If you prefer different contact information to be listed online, please enter it below. If not, you can skip this question.

8. Current league shipping address

***Please note: this is where all your materials will be delivered.**

Address : 100 N East Ave

City : Reedley

State : CA

Zip : 93654-3103

9. Assistant Commissioner contact information

If none, you can skip this question.

Name (first and last) : Sarah Reid
Office phone number : 5596374203
Cell phone number : 559 360-8657
Email address : sarah.reid@reedley.ca.gov

10. Please enter any other contacts you would like included on group emails from the GCF (Commissioner and Assistant Commissioner are already included).

If none, you can skip this question.

Name	Email
Contact	
Contact	
Contact	

11. The best way to ensure you have a good Ambassador is to recommend someone you know from your community. Do you have any recommendations of someone who could be an Ambassador in your league next season? We will reach out to them when the application goes live at the end of this year.

If not, you can skip this question. If you have more than 1, leave their info in the comments.

Full name : Jason Barajas
Phone : 559 305-1080
How do you know them? : Past Ambassador and City employee

Comments:

12. How many 'AmeriCorps Serving Here' signs (8.5" x 11" with zip-ties) would you like to order?

**Please request 1 per field location where games are held, as these are meant to be attached to the field(s) where your AmeriCorps Ambassador is serving.*

2023 Example (design subject to change):



0 - I have enough in my current inventory that I can use.

13. Do you have any local contacts who would be interested in running the Junior Giants Schools program through their afterschool program or PE classes in the spring?

If not, you can skip this question. If you have more than 1, leave their info in the comments.

Comments:

3. 2024 Planning

14. How many players and teams do you plan on hosting in each of the following divisions?

Please use the suggested projections for your league sent by GCF staff as a starting point.

If you don't plan on hosting a specific division, you can leave it blank or write 0.

We recommend building teams to 15 players per team, so a sample breakdown would be:

T-ball Baseball: 60 players / 4 teams

Minors Baseball: 90 players / 6 teams

Minors Softball: 30 players / 2 teams

Majors Baseball: 60 players / 4 teams

We encourage all leagues to host T-ball, Minors and Majors Baseball as well as Minors Softball at a minimum.

Both Baseball and Softball are coed, but Softball is typically primarily girls.

	# Players	# Teams
T-ball Baseball (5-6 years)	90	7
T-ball Softball (5-6 years)		
Minors Baseball (7-9 years)	96	7
Minors Softball (7-9 years)	30	3
Majors Baseball (10-13 years)	65	5
Majors Softball (10-13 years)		
Seniors Baseball (14-18 years)		
Seniors Softball (14-18 years)		

Comments:

15. Are you planning on running at least one softball division this season?

Yes

16. If you've hosted a softball division in the past, what has gone well? What are your areas of improvement?

If this is your first year hosting softball, write N/A.

We targeted the major age girls. This year we will offer a league for the minor age girls.

17. How can the Giants Community Fund support your softball program to recruit more girls, add more divisions, etc.?

Videos to post on social media. Testimonials to share with the public.

4. Recruitment Materials

18. RECRUITMENT MATERIALS

We will provide printed fliers, PDF fliers and other digital resources (email templates, etc.).

If budget allows, we will also order posters (same design as fliers but larger) and/or vinyl banners (i.e. "Free Youth Baseball/Softball - Register to Play this Summer - gojrgiants.org")

Which of the following would you like to order?

Printed fliers: 8.5" x 11"

19. How many printed fliers (8.5" x 11") would you like to order?

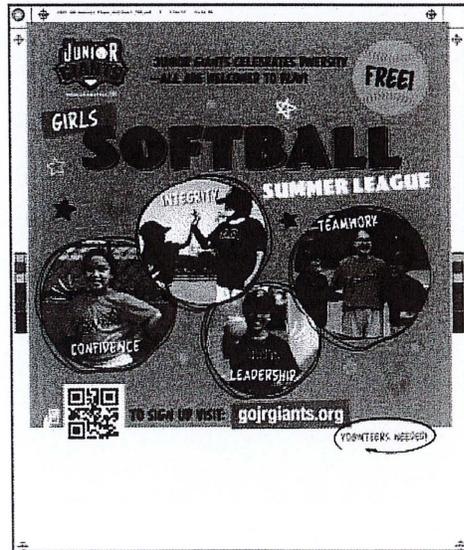
**See 2023 example below. Look & feel will change for 2024, but general layout will remain the same. League-specific information will be printed in the white space. Fliers are double-sided with English on one side and Spanish on one side. If you do not run a softball division, you will receive a Baseball-only flier.*



300

20. How many printed Softball-only fliers (8.5" x 11") would you like to order?

**Please note that if you run a softball division, you will receive a Baseball/Softball combo flier, as noted in the previous question. These Softball-only fliers are additional, and intended for softball-specific recruitment. 2023 Example:*



Note: these are contingent on our budget and will be approved later.

100

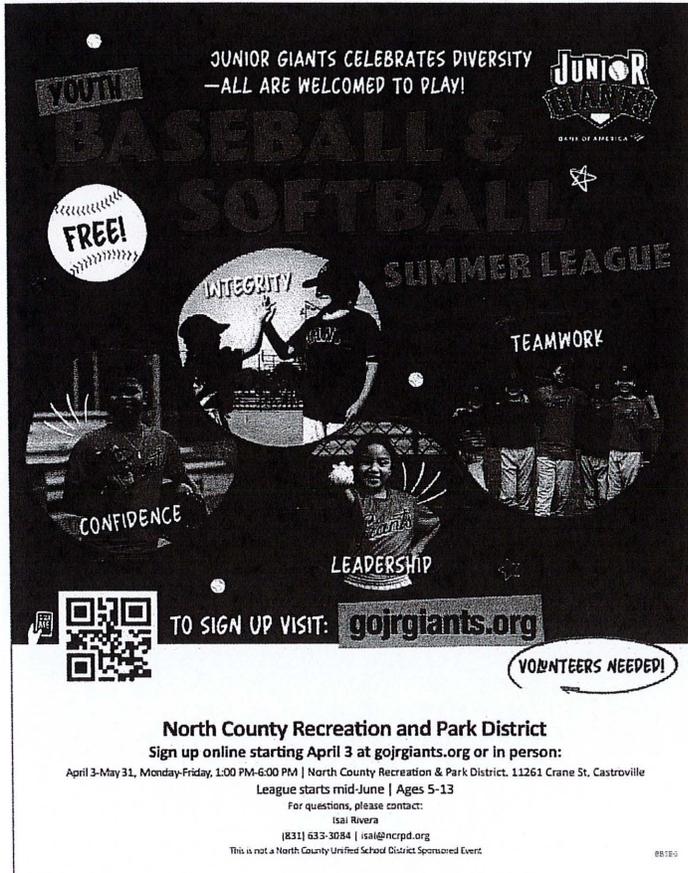
21. Contact information to be printed on fliers/posters

Name : Taylor Cardenas
Email : taylor.cardenas@reedley.ca.gov
Phone number (123) 555-1234 : 559 637-4203

22. All fliers/posters will be printed with the following information:

Your agency name
Sign up online starting April 1!
League starts mid-June / Ages 5-13 (*will be specific to your league*)
For questions, please contact:
Name, email and phone you provided
In-person registration info and any disclaimers (if applicable)

**2023 Example:*



Please initial below to confirm you understand:

SR

23. Do you have any school district or other disclaimers we should include on your fliers?

No

24. Do you need fliers in another language besides English/Spanish?

No

25. Do you need your agency's logo printed on your fliers/posters?

Yes

26. Please upload your agency's logo here.

**If you have any issues uploading your logo, please email it to jrgiants@sfgiants.com*

City logo.png

27. Do you plan on hosting any in-person registration days or offering registration assistance in your office?

Yes

28. Which will you offer?

Ongoing support in our office

29. Please provide details for ongoing registration support in your office.

Example:

Monday - Friday

9:00 - 5:00 PM

April 1 - May 31

Antioch Park & Recreation Office

123 Main Street, Antioch

Note: While we can keep online registration open throughout the season, we recommend ending in-person registration by May 31 so families are motivated to sign up sooner.

Days of the week : Monday-Friday

Start time (include AM/PM) : 8:00am

End time (include AM/PM) : 5:00pm

Start date (no earlier than April 1) : April 1

End date (no later than May 31) : May 31

Location name : Reedley Community Center

Address : 100 N East Ave

City : Reedley

5. 2023 Junior Giants League Agreement

Junior Giants, the flagship program of the Giants Community Fund, is a free, noncompetitive and coed baseball/softball & youth development program for boys and girls ages 5-18 years old.

Junior Giants leagues are hosted by youth-serving organizations that exist separately from any association with the Junior Giants program (e.g., Park and Recreation Districts, Police Activities Leagues, YMCAs, Boys and Girls Clubs, etc.).

This Agreement is entered into by and between the Giants Community Fund (“GCF”) and City of Reedley (“the Organization”), which is hosting the Reedley Junior Giants League (“the League”) for the 2024 season.

As a condition of participation in the Junior Giants program and hosting the League, the Organization agrees to the following terms:

(Please initial each item. If you have any questions or issues with specific items, please write them in the comments section.)

30. 2024 Season Schedule

The Organization shall ensure that its Junior Giants season will be 8 weeks in duration (including practices) and follow the Junior Giants Season & Program Schedule below:

Week of June 10: Week 1: Introduction to Junior Giants (practices only or 1 game and 1 practice for each team)

Week of June 17: Week 2: Health (practices only or 1 game and 1 practice for each team)

Week of June 24: Week 3: Strike Out Bullying (begin playing games if games have not already started.

Remainder of season should consist of 1 practice and 1 game each week for each team.)

Week of July 1: Week 4: Education

Week of July 8: Week 5: Confidence

Week of July 15: Week 6: Teamwork

Week of July 22: Week 7: Leadership

Week of July 29: Week 8: Integrity

Can you adhere to this schedule?

No, we cannot

31. When will you start your season?

Please note, if you start the season earlier than June 10, we can't guarantee that you will receive all supplies/materials in time.

Your league is still required to run for 8 weeks even if you start a week later.

Please use the comment box to explain why you need to start a week earlier or later.

Week of June 17 (1 week late)

Comments: This schedule is what we have followed in the past that works better for Reedley.

32. You will be required to host the following trainings before your practices begin:

(1) First Pitch Meeting

(1) Volunteer Meeting

(1) Coaches Clinic

Please initial below to indicate you are aware of the following responsibilities:

Organizing the logistics behind the scenes to coordinate

Promoting the dates to your league in advance

SR

33. Commissioner/Agency Responsibilities

The Acting Commissioner of the League shall virtually attend (or watch the recordings of) the mandatory Commissioners Clubhouse Chats hosted the last Wednesday of each month.

The Acting Commissioner of the League shall virtually attend the mandatory Commissioners Camp in February.

The Organization will provide secure, year-round storage for all equipment provided by the Giants Community Fund with the exception of equipment that is no longer safe to use.

The Organization will not use the equipment/supplies provided for other programs/leagues (with the exception of rewards from previous seasons).

The Organization will run the program according to the Junior Giants Code of Ethics.

SR

Comments:

34. AmeriCorps Ambassador

As part of working with an AmeriCorps Ambassador, the Organization will be an AmeriCorps host site and will be responsible for completing a separate AmeriCorps Host Site Agreement prior to the start of the season.

The Giants Community Fund will do everything in its power to find at least one Ambassador for every league, but an Ambassador is not guaranteed. Leagues are responsible for assisting the GCF in Ambassador recruitment.

The Organization will make sure at least (1) staff member is at the field with the Ambassador during the entirety of game days.

SR

Comments:

35. Nondiscrimination

The Organization will refrain from discriminating on the basis of race, color, creed, national origin, gender, gender identity and expression, sexual orientation, disability, and military status in any of its activities or operations. The Organization shall foster an inclusive and welcoming environment for all players, coaches, volunteers, and families. The Organization shall provide equal opportunities for both females and males to play and coach.

SR

Comments:

36. Online Registration

The organization shall:

Conduct all player, coach, and team parent registration through GCF's online sports management system, LeagueApps*.

Not accept any other form of registration (i.e. paper registration).

Require each participants' parent(s)/guardian(s) to sign a Player Waiver & each volunteer to sign the Coach Waiver upon registration through LeagueApps prior to any participation in Junior Giants.

**Specific platform subject to change*

SR

Comments:

37.

Background Checks

The Organization will take all precautions to protect the safety of all participants in the League, including, without limitation, screening all adults who will interact with child participants in the league. The Organization will require all coaches, other volunteers affiliated with the Junior Giants program and all other adults who have contact with players to complete a background check through GCF's online sports management system, LeagueApps, prior to working with any youth (the LeagueApps background check is through Yardstik). If any coach, volunteer or other adult does not complete a background check or clear a background check, such person will not be permitted to be associated with the Junior Giants program or otherwise serve as a coach or volunteer.

Under no circumstances, may a person begin volunteering for the League until he/she has passed the LeagueApps background check.

The Organization shall not permit any adult to participate in any manner with the League if such adult's background check reveals: (i) a conviction for any crime involving or against a minor; (ii) a conviction for any violent crime; (iii) a conviction for Driving While Intoxicated if the person's services to the league would include driving; and/or (iv) the person is listed in a Sexual Offenders registry. Moreover, the League may prohibit any adult from participating in the League in any capacity if the background check reveals any information which the Head of the League determines could lead to a safety risk for the League.

All League teams shall have a background-checked adult of each gender over the age of 21 present at all times. At no time during any League activity should any adult, over 18 years of age, be alone with any member of the team, without another adult of the opposite gender present, except for his/her own child.

The Organization shall handle the results of all background checks with confidentiality and respect. Only the Commissioner of the League and his/her designees with a need to know may be informed of the results of the background checks.

The GCF may immediately suspend or terminate the league's affiliation in the Junior Giants program for failure to comply with the Background Check requirements described in this section.

SR

Comments:

38.

Volunteer Shirts/Supplies

The Organization will not pass out any supplies to volunteers before they have cleared their background check. This includes, but is not limited to, a volunteer shirt, incentives, baseball/softball equipment, etc.

The Organization will ensure that volunteers wear their volunteer shirt at every game, practice and Junior Giants event to signify to parents at the field that they have passed their background check.

SR

Comments:

6. Use of Marks (Liability & Indemnification)

39.

The GCF grants the League a non-exclusive, non-transferable limited license to use the trademarks, service marks and copyright rights belonging to the GCF (the "GCF/Junior Giants Marks") subject to the terms and conditions of this Agreement. The Organization will not alter the GCF/Junior Giants Marks in any manner, without the prior written approval of the GCF. The League acknowledges that it cannot associate the name of a local sponsor with the GCF/Junior Giants Marks without the prior written approval of the GCF. No approval will be granted where a local sponsor is in a category that is competitive to a Giants sponsor.

Prior to any publication, distribution or display by the Organization of any GCF/Junior Giants Marks other than for its intended usage, the Organization shall furnish a written proposal identifying such usage to the GCF for its prior written approval. The Organization must not publish, distribute or display any GCF/Junior Giants Marks without first receiving written approval from the GCF. Following receipt of the GCF's approval, the Organization must not alter the GCF/Junior Giants Marks. The Organization shall seek GCF's prior written authorization in the event it desires to use the GCF/Junior Giants Marks other than as provided herein.

The Organization shall not use the GCF/Junior Giants Marks in any way that: (a) advertises, promotes, expresses or implies endorsement of any third party, cause, belief product or service by the GCF or the San Francisco Giants; (b) advertises, promotes or expresses endorsement or sponsorship of the league by any third party, product or service without the prior written approval of the GCF; or (c) reflects adversely on the reputation of the San Francisco Giants or the GCF. In addition, the Organization shall not, without the prior written permission of the GCF, use the GCF/Junior Giants Marks in connection with any event or in any manner other than in connection with the League.

With respect to profiles, commentary, writings, photographs, images, logos, and audio or video files (collectively "Content") posted on social media outlets including, but not limited to, Facebook, Instagram, Twitter, blogs, podcasts, message boards and websites (collectively "Social Media"), the Organization/League hereby agrees that it shall: (a) obtain prior written consent from the GCF before using the GCF/Junior Giants Marks on any Social Media outlet or linking to any website on any Social Media outlet; (b) refrain from displaying Content via Social Media that could be reasonably construed as an official GCF, Giants and/or Junior Giants communication; (c) refrain from posting any false or misleading Content on any Social Media outlet relating to the GCF, the Junior Giants program and/or the Giants; and (d) (i) accept any Facebook "Favorite Pages" request from the GCF; (ii) "Like" the GCF Organizational Page on Facebook; (iii) accept any GCF request to follow League's Twitter account; and (iv) accept any request from the GCF to connect to any other Social Media that represents the League.

The Organization hereby acknowledges the proprietary nature of the GCF/Junior Giants Marks and any other trademarks, service marks and copyright rights provided to the League by the GCF in connection with the GCF or the San Francisco Giants (collectively, "Giants Rights"). The League represents that it has not made and will not make any unauthorized use of the Giants Rights and agrees that during or after the term of this Agreement, it will make no such use of any Giants Rights, other than as provided in this Agreement, without the prior written consent of the GCF. Any use the Organization has made or will make of such Giants Rights has not conferred or will not confer any rights or benefits upon it whatsoever, and any rights created by such use shall inure to the benefit of the GCF and the Giants. The Organization further acknowledges that for purposes of this Paragraph, use shall include, but is not be limited to, trademark, fair, incidental, descriptive or functional uses.

The Organization must obtain all necessary licenses, consents or releases permitting it to use any third party proprietary material not furnished by the GCF including, but not limited to any: (a) name, likeness or voice of any individual (including, without limitation, Major League Baseball ("MLB") players, coaches, managers, broadcasters and announcers); (b) name, likeness or voice of any individual in the League, including players, coaches and managers; and (c) any copyright, trademark or other property or identifications other than the GCF/Junior Giants Marks. The Organization shall be solely responsible for determining which licenses, consents and releases must be obtained.

SR

Comments:

7. Organization Shall Not Profit

40. Our organization acknowledges and agrees that the Giants Community Fund has no obligation to make any payment directly to our organization for any purpose.

SR

Comments:

41. Our organization will not earn a financial profit from items provided by the Giants Community Fund. This includes, but is not limited to, Giants or Minor League affiliate tickets, giveaway items and incentives, and equipment.

SR

Comments:

42. The Organization will not charge a fee for participants to play in the League, including any type of Organization membership fee. The Organization will not ask participants to fundraise in order to play in the League.

If a picture day is offered, there must be free options for players to receive their photo (players must receive a free printed photo or photos must be available for download at no charge).

SR

Comments:

8. Insurance

43. MLB INSURANCE REQUIREMENTS

Organization must secure and continuously maintain, at its own expense, the following coverage:

1. Workers' Compensation Insurance in compliance with state or provincial laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with minimum limits of:

\$1,000,000 Each Accident;

\$1,000,000 Disease - Each Employee;

\$1,000,000 Disease - Policy Limit.

2. An Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including but not limited to contractual liability, participant liability, products/completed operations liability and Abuse & Molestation coverage with minimum limits of:

\$2,000,000 Each Occurrence;

\$3,000,000 General Aggregate;

\$1,000,000 Abuse & Molestation Aggregate;

\$3,000,000 Products/Completed Operations Aggregate.

3. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$2,000,000 Each Accident.

The required limits may be satisfied through a combination of primary and follow form umbrella policies. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Major League Baseball Youth Foundation, the Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Clubs of Major League Baseball, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Clubs or the Office of the Commissioner of Baseball, and its and their directors, officers and employees ("Additional Insureds") must be named as Additional Insureds under the Commercial General Liability and Commercial Automobile Liability and, if applicable, Umbrella Liability Policies. All liability insurance policies must provide cross liability coverage (separation of insureds or severability of interest provisions). Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance available to the Additional Insureds, whether collectible or not. The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations. Provided coverage remains commercially available and economically feasible as deemed by MLB, the Commercial General Liability & Umbrella Liability policies shall include no exclusions for Communicable Disease, or other related or similar illnesses or conditions, concussions, CTE or similar or related brain trauma or injuries. No policy shall contain a

self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Organization and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification MLB shall receive at least thirty (30) days written notice thereof. Organization shall furnish MLB with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the Term and annually at least ten (10) days prior to the expiration of each required insurance policy. Organization shall provide MLB with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims made basis, Organization shall maintain such coverage for a period of three (3) years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three (3) year period. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification obligations required herein by Organization. Any actions, errors or omissions that may invalidate coverage for Organization shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by MLB of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

To the extent any U.S. military sites are self-insured they will be exempt from this requirement upon submission of evidence of such self-insurance.

SR

Comments:

9. Term of Agreement: Right to Discontinue

44.

Unless earlier terminated and/or discontinued in accordance with this paragraph, this Agreement shall be in effect until December 31, 2024. The GCF reserves the right to discontinue the Junior Giants program or any aspect of the program or require that the Organization disassociate itself from Junior Giants and the GCF at any time and for any reason. In addition, the GCF may suspend or discontinue the program in its entirety at any time for any reason.

SR

Comments:

10. Review

If you have any edits, click the "Back" button below-- don't click your browser's back button.

11. Signature

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

AGREED AND ACCEPTED BY:

First Name : Nicole R.
Last Name : Zieba
Organization : City of Reedley
Title : City Manager
Date : 10/03/2023

46. 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 style with a large, stylized initial "N".

Signature of: Nicole R. Zieba

12. Thank You!

Thank you for your time and consideration in completing this League Agreement. You will be emailed a copy of this agreement. If you do not receive an email with a copy of this agreement, please contact us and we will send you a copy.

If you have any questions or concerns, please contact your GCF contact as soon as possible.



REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: November 14, 2023

TITLE: RATIFICATION OF AN UPDATED SOFTWARE SERVICES AGREEMENT WITH IWORQ SYSTEMS, INC. FOR ONGOING PERMIT MANAGEMENT, CODE ENFORCEMENT, MAINTENANCE TRACKING & FACILITIES WORK ORDERS

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

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

RECOMMENDATION

Approve and ratify an updated three-year Services Agreement with iWorQ Systems, Inc. (iWorQ) for ongoing software services utilized by multiple City departments.

BACKGROUND

The City has worked with iWorQ software since 2019. The Public Works, Engineering, Community Development, Community Services and Fire departments are currently using the iWorQ software platform to track and manage activities such as: encroachment permits, building permits, plan checks, code enforcement matters, and public works and facilities work orders. The software has worked well and met expectations.

Staff recently notified iWorQ that one of the software modules (for the Water Division) was not meeting original expectations, and requested that it be removed from the annual subscription. An iWorQ representative notified staff that a new agreement was immediately required to continue services for all departments. To avoid any potential disruption to this critical service, a revised successor agreement was signed on 10/24/2023 that would remove the Water Division specific subscriptions and retain all others for an updated contract period of three years. Staff are also working to add a subscription to the iWorQ platform for solar permitting utilizing State grant funding, therefore a contract amendment will be forthcoming within the next few months.

FISCAL IMPACT

The City currently pays an \$32,600 annual software license fee to iWorQ. The revised cost, with removing the Water Division specific software, will be \$26,850 annually. Public Works staff will work towards a different solution for their needs.

ATTACHMENTS

Updated iWorQ Software Services Agreement

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Reedley, CA hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ can not be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact N/A Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact Accounts Payable Title _____

accounts.payable@reedley.ca.gov

Office Phone (559) 637-4200 Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature

Effective Date: October 24, 2023

Printed Name Nicole R. Zieba

Title City Manager

Office Number (559) 637-4200

Cell Number _____



Agency Website Contact- Portal Link

(All field are required)

Name: Paul A. Melikian

Title: Assistant City Manager

Email: _____

Office Number: (559) 637-4200

Cell Number: n/a

Signature:  Digitally signed by Paul A. Melikian
Date: 10/24/23

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1000 dollars towards setup costs (this is to cover iWorQ's time).

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Reedley, CA	Population- <u>25582</u>
845 G Street Reedley, CA 93654	Prepared by: Garyn Perrett

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p>Community Development (Department) *Permit Management *Code Enforcement *Portal Home</p> <p>-Configurable portal for ease of applying for permits, tracking current permits online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (25MB Uploads, 100GB Total Storage) -OpenStreetMap tracking abilities with quarterly updates -3 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters</p>	\$16,000.00 \$9,600.00	Annual
<p>Permit Management - Planning and Zoning - Available on any computer, tablet, or mobile device using Chrome browser - Notifications can be sent from GIS map inside iWorQ - OpenStreetMap - Manage appeals, variances, plat applications, conditional use permits, etc. - Fee payments - Reporting - Quarterly parcel upload - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters</p>	\$9,000.00 \$4,400.00	Annual
<p>Public Works Package (Basic) Package includes: *Work Management *Sign Management *Pavement Management</p> <p>- Available on any computer, tablet, or mobile device using Chrome browser - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track inventory, parts, material - Sign and Pavement Management with OpenStreetMap - Quarterly GIS Updates - Track pavement condition, distress, treatments, etc. - Track MUTCD, condition, reflectivity, etc.</p>	\$12,000.00 \$6,000.00	Annual
<p>Sewer Management - Track location, inspections, maintenance, and work orders (Work Management needed) - Asset layers on OpenStreetMap (Lines, Manholes, Pumps etc.)</p>	\$2,000.00	Annual

<ul style="list-style-type: none"> - Track up to 3 asset types - Set maintenance, inspection, and work order schedules <p>* Available on any computer, tablet, or mobile device using Chrome browser</p> <ul style="list-style-type: none"> * OpenStreetMap – Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports 		
<p>Facilities Management</p> <ul style="list-style-type: none"> - Available on any computer, tablet, or mobile device - Track up to 5 asset types - Maintenance schedules - Inventory management - Configurable dashboard, fields, and reports 	\$4,850.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$26,850.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	\$0	\$0	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer’s request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. New 3 Year Agreement required based on changes requested by Reedley.
- V. Facilities Package will include 20 assets as requested by customer.



REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: November 14, 2023

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL RENEWAL DOCUMENTS AND PLAN CHANGES NECESSARY FOR THE PROVISION OF DENTAL, MEDICAL, & VISION COVERAGE FOR ELIGIBLE CITY EMPLOYEES, RETIREES, AND DEPENDENTS FOR THE 2024 CALENDAR YEAR

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

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

It is recommended that the City Council approve and authorize the City Manager to execute all renewal plan documents necessary for the provision of dental, medical, and vision coverage and supporting services for eligible City employees, retirees and dependents for the 2024 calendar/plan year.

EXECUTIVE SUMMARY

Over the last few months, the City's insurance broker, Arrow Benefits Insurance Services (formerly Horstmann Financial and Insurance Services), solicited bids from various health insurance providers, including the City's current providers, Anthem Blue Cross of California and Kaiser Permanente (Kaiser). After review of available options, staff recommends that the City transition its existing Anthem Blue Cross HMO & PPO plans to the provider Blue Shield of California, and retain Kaiser for the 2024 plan year with only nominal changes to coverage. The City was last with Blue Shield of California for the 2020 plan year. The net increase to City contributions will be 1.11% across all plans, which is well under budgeted assumptions for medical coverage this fiscal year. Remaining with Anthem Blue Cross would have resulted in an 11.28% increase for the 2024 plan year. This renewal follows four years of moderate increases of 8.56% (2023), 5.48% (2022), 2.1% (2021) and 3.51% (2020) making this the lowest increase in years.

BACKGROUND

The City's current contribution formula towards medical coverage for all full-time employees is currently the average of the two lowest medical premiums for employee only, employee +1 and family plans. For the 2024 plan year, Kaiser is requiring a large increase to their plans of almost 16%, which makes it the highest priced option, and the plan with the most out of pocket for employees. Additional detail can be found in the attached comparison of 2024 rates to 2023.

Medicare Supplement Plan

The City maintains a group Medicare Supplement Plan for eligible City retirees and dependents, which is renewed each year at the same time medical plans are being set for eligible active employees and

under 65 retirees (non-Medicare eligible) and their dependents. For 2024, no change is recommended to the provider. The monthly premium rate is increasing 4.66%, from \$14,233 to \$14,895, which is under budgeted assumptions.

Vision Coverage

The City's vision benefit is currently through Anthem Blue Cross; however, this will also be transitioning to Blue Shield of California. The City currently pays a composite rate of \$16.74 per employee, per month which will be \$18.43 in 2024. Although the City could have elected to retain its vision coverage with Anthem Blue Cross at a lower rate, Blue Shield offered a lower medical premium rate that more than offset the increase to the City's vision plan benefit if the vision coverage was also moved over. Provider networks between the two plans are almost identical and actual vision benefits are similar. Retirees and their dependents do not receive vision coverage from the City.

Dental Coverage

There are no changes proposed to the City's dental coverage for the 2024 plan year. The City has been self-insured/funded for dental coverage since 2013. At that time, the City elected to maintain the coverage structure as it was when paying premiums into a standard dental insurance plan. Year after year, this self-funded benefit has generated significant savings to the City with no impact to employee and dependent dental care. Retirees and their dependents do not receive dental coverage from the City.

FISCAL IMPACT

The net increase to City contributions will be 1.11% across all medical plans, which is below budgeted assumptions this fiscal year. The current projected annual cost for medical benefits for all full-time employees, under 65 retirees (non-Medicare eligible), and their dependents is \$2,241,374 for 2023, rising to \$2,266,246 for 2024, a modest increase of \$24,872. Overall benefit plan renewals are below budgeted assumptions included in the FY 2023-24 Adopted Budget, which is welcome news when many other areas of the City budget are being impacted by inflation.

ATTACHMENTS

Active Employee Rate Comparison 2024 vs. 2023
Benefit Summary for HMO, PPO & Kaiser Plans
Vision Benefit Comparison Summary

CITY OF REEDLEY				
ANTHEM BLUE CROSS & KAISER PERMANENTE - MONTHLY RATES				
EMPLOYER CONTRIBUTIONS & EMPLOYEE PAYROLL DEDUCTIONS				
EFFECTIVE JANUARY 1, 2023				
Active Regular Full-Time Employees				
City's Maximum Monthly Contribution	Employee Only	Employee + 1	Family *	
Blended Premium - 2 Lowest Cost Plans	\$775.85	\$1,618.22	\$2,242.36	
Employee Only & Employee + 1 Lowest Cost Plans - ABC HMO & ABC PPO				
Family Tier Lowest Cost Plans - ABC HMO & Kaiser				
* Family is the equivalent of Employee + 2 or more dependents				
Plans	Premiums & Contributions			
	Monthly Premium	Monthly Employer Contribution	Monthly Employee Contribution	Annual Employee Cost
Anthem Blue Cross HMO w/Teladoc ABC HMO				
Employee Only	\$763.27	\$763.27	\$0.00	\$0.00
Employee + 1	\$1,591.80	\$1,591.80	\$0.00	\$0.00
Family	\$2,269.72	\$2,242.36	\$27.36	\$328.32
Anthem Blue Cross PPO w/Teladoc ABC PPO				
Employee Only	\$788.42	\$775.85	\$12.57	\$150.84
Employee + 1	\$1,644.63	\$1,618.22	\$26.41	\$316.92
Family	\$2,345.17	\$2,242.36	\$102.81	\$1,233.72
Kaiser				
Employee Only	\$854.42	\$775.85	\$78.57	\$942.84
Employee + 1	\$1,704.79	\$1,618.22	\$86.57	\$1,038.84
Family	\$2,215.00	\$2,215.00	\$0.00	\$0.00

CITY OF REEDLEY				
BLUE SHIELD & KAISER PERMANENTE - MONTHLY RATES				
EMPLOYER CONTRIBUTIONS & EMPLOYEE PAYROLL DEDUCTIONS				
EFFECTIVE JANUARY 1, 2024				
Active Regular Full-Time Employees				
City's Maximum Monthly Contribution	Employee Only	Employee + 1	Family *	
Blended Premium - 2 Lowest Cost Plans	\$733.54	\$1,535.32	\$2,191.33	
2024 Lowest Cost Plans for All Tiers - Blue Shield HMO & Blue Shield PPO				
* Family is the equivalent of Employee + 2 or more dependents				
Plans	Premiums & Contributions			
	Monthly Premium	Monthly Employer Contribution	Monthly Employee Contribution	Annual Employee Cost
Blue Shield HMO BS HMO				
Employee Only	\$736.58	\$733.54	\$3.04	\$36.48
Employee + 1	\$1,541.70	\$1,535.32	\$6.38	\$76.56
Family	\$2,200.46	\$2,191.33	\$9.13	\$109.56
Blue Shield PPO BS PPO				
Employee Only	\$730.49	\$730.49	\$0.00	\$0.00
Employee + 1	\$1,528.93	\$1,528.93	\$0.00	\$0.00
Family	\$2,182.19	\$2,182.19	\$0.00	\$0.00
Kaiser				
Employee Only	\$991.01	\$733.54	\$257.47	\$3,089.64
Employee + 1	\$1,977.37	\$1,535.32	\$442.05	\$5,304.60
Family	\$2,569.19	\$2,191.33	\$377.86	\$4,534.32

**City of Reedley - 2024 Blue Shield Option Similar to Current Benefits
Blue Shield Option**

	Blue Shield	Blue Shield	Current/ Renewal
	HMO 20 Blue Shield HMO 20/100% RX 5/15/30/45/30% In Network Benefit Only	Full PPO Blue Shield PPO Split Ded 20-500 80/60 RX 5/15/30/\$45/30% In Network Out of Network	Kaiser HMO Kaiser 10015 In Network Benefit Only
Deductible Individual/Family	None	\$500 Person/\$1,500 Fam	None
Maximum Out of Pocket Individual	\$1,500	\$3,000	\$1,500
Maximum Out of Pocket Family	\$3,000	\$6,000	\$3,000
Physicians Services			
Primary Care Physician	\$20	\$20 (No copay Prenatal & Post Care)	\$15
Specialists	\$20/Self referral \$35	\$25	\$15
Teladoc	\$0 copay	\$0 copay	Included
Diagnostic Lab & X-Ray	No Charge	\$20 copay - Free Standing/\$45 copay OP Hospital after Ded	No Charge
CT or CAT, PET scan, & MRI	\$100 copay	20% Free Standing/ 30% OP Hospital after Ded	No Charge
Radiological & Nuclear Imaging Services	\$100 copay	20% after Ded	No Charge
Durable Medical Supply	20%	20% after Ded	No Charge
Diabetic Supply	20%	20% after Ded	No Charge
Hospital Inpatient	No Charge	20% after Ded	No Charge
Outpatient Surgery			
Hospital	No Charge	25% after Ded	\$15
Ambulatory Surgery Center	No Charge	10% after Ded	N/A
ER Charge	\$100	\$150 plus 20% after Ded	\$50
Ambulance	\$100/Transport	20% after Ded	No Charge
Chiropractor/Acupuncturist	\$10 per Visit/ 30 Combined Visits/ Appliance \$50 max	Chiro \$20 per visit/ 30 visits Acupuncture \$20 copay/ 20 visit/ ded waived for both	Chiro Not Covered
Prescription Levels	Enhanced RX	Enhanced RX	N/A
Tier 1	\$15	\$15	Generic \$5
Tier 2	\$30	\$30	Brand \$20
Tier 3	\$45	\$45	Brand \$20
Tier 4	20% up to \$250	30% up to \$250	20% up to \$200

The above benefit comparisons are provided as a courtesy of Arrow Benefits Group and are for discussion purposes only. Arrow Benefit Group is clear of any liability for any errors that may occur in the transference of information.

Vision Options

Vision Options

BENEFIT COMPARISON

January 1, 2024

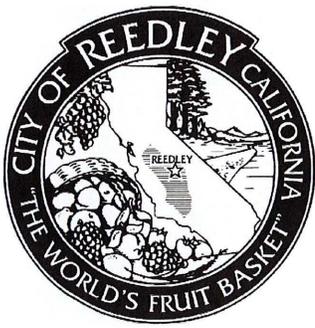
<u>Plan Name</u>	<u>Current/Renewal Anthem Blue Cross Blue View</u>	<u>Option 1 Blue Shield Option MES Network</u>
Eye Exam	12 months	12 months
Materials		
Retail Lenses	12 months	12 months
Frames	12 months	12 months
Eye Exam & Glass Copay	No Copay	No Copay
Frame Allowance	\$150 Retail	\$150 Retail
Contact Lens Allowance <i>contacts in lieu of frames & lenses</i>	\$150	\$150

Vision composite rates include coverage for the employee and eligible dependents. Employer contribution is 100% of the premium cost. All eligible employees are required to participate.

Arrow Benefit Group

License No. 0M56067

11/14/2023



REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- ClosedSession
- Public Hearing

ITEM NO: 7

DATE: November 14, 2023

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO RENEW THE ANNUAL SERVICES AGREEMENT WITH DAVID WELLHOUSE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$4,500 FOR PREPARATION AND FILING OF CLAIMS FOR STATE MANDATED COST (SB 90) REIMBURSEMENT

SUBMITTED: Amar Bains, Accountant *AB*

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

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

RECOMMENDATION

Request Council approval of the attached consulting agreement with David Wellhouse & Associates, Inc. in an amount not to exceed \$4,500 for preparation and filing of claims for State mandated cost reimbursements for fiscal year 2022-23.

EXECUTIVE SUMMARY

State law (SB90) provides for reimbursement of costs incurred by local agencies for various State-mandated laws and requirements, such as procedures related to Domestic Violence Arrests & Victim Assistance and Rape Victims Counseling Center Notices once approved by the Commission on State Mandates as a reimbursable mandate. The remainder of State mandated services that claims will be filed for are detailed in the attached consulting agreement; however, the majority of claims historically submitted by the City have been for mandates under the purview of the Police Department.

The City has historically paid \$4,500 to David Wellhouse & Associates for the preparation and filing of SB 90 reimbursement claims on the City's behalf. Claims totaling \$61,830 were filed last fiscal year. The latest State budget appropriated \$166,085,000 for payment of mandates filed through 2022-23, which is 142% more than the amount appropriated last year. All claims which were submitted for reimbursement last year are again reimbursable this year.

FISCAL IMPACT

The City has historically paid \$4,500 for the consultant to prepare and file the annual claims. This amount is paid annually from an offset of prior year SB 90 claims revenue received this fiscal year. Typically, reimbursement revenue from prior year claims is more than sufficient to cover the cost of filing current year claims, resulting in net additional revenue to the General Fund. As an example, last fiscal year (2022-23), the City received \$23,160 in reimbursements and paid \$4,500 to file new claims, for a net benefit to the General Fund of \$18,660. No new appropriations are needed for this Agreement.

The total amount of prior year claims the State owes the City is \$498,621 not including the value of the 2022-23 claims that will be filed this year.

ATTACHMENT

Proposal & Consulting Agreement

September 21, 2023

Mr. Paul Melikian
Assistant City Manager
City of Reedley
845 'G' Street
Reedley, California 93654

Re: Proposal For February 2024 Annual State Mandated Cost Claiming Services (SB90)

Dear Mr. Melikian:

The State Controller's Office has just released the updated claiming instructions for the February 2024 claims. All of the mandates from last year are reimbursable again this year. The Racial and Identity Profiling (RIPA) mandate began last claiming cycle for a six month period. This year, we can claim for the entire fiscal year and, therefore, the claims amount for this mandate will approximately double. The state budget appropriated \$166,085,000 for the reimbursement of mandated claims for costs incurred through the 2022/2023 fiscal year. This amount is significantly more than last year which is mostly due to the new mandate for RIPA.

There is also a change in how the State Controller's Office will accept receipt of the claims. For the past 30 years we have either delivered in person or mailed the claims to the Controller's Office. This year the Controller's Office has come up with a new method to submit the claims. We will now submit all state mandated claims to their Data Exchange Portal and get immediate verification of the receipt of the claims. I have started the claiming process earlier this year in case we have any difficulty in submitting the claims through this new method.

This year's state budget continues to suspend the mandates previously suspended in other budget years. This includes California Public Records Act (CPRA) along with Absentee Ballots, Mandate Reimbursement, and Local Recreational Areas: Background Screenings, as well as the following mandates in the Police and Fire Departments. All other mandates filed last year are still available to file for this claiming period.

Police Department

Animal Adoption - Chapter 752, Statutes of 1998

Identity Theft - Chapter 956, Statutes of 2000

DNA Database - Chapter 467, Statutes of 2001

False Reports of Police Misconduct - Chapter 590, Statutes of 1995

AIDS/Search Warrant, - Chapter 1088, Statutes of 1988

Photographic Record of Evidence - Chapter 875, Statutes of 1985

Stolen Vehicle Notification - Chapter 337, Statutes of 1990

Sex Offenders: Disclosure by Law Enforcement Officers (Megan's Law) Chapter 485, Statutes of 1998

Law Enforcement Sexual Harassment Training - Chapter 126, Statutes of 1993

Elder Abuse Law Enforcement Training - Chapter 444, Statutes of 1997

Sex Crime Confidentiality - Chapter 36, Statutes of 1994

Fire Department

Fire Safety Inspections of Care Facilities - Chapter 993, Statutes of 1989

SIDS Training for Firefighters - Chapter 1111, Statutes of 1989

Commission Set Aside Programs

The Commission set aside Parameters and Guidelines for the following programs:

Investment Reports - Chapter 783, Statutes of 1995

Misdemeanors: Booking & Fingerprinting - Chapter 1105, Statutes of 1992

Regional Housing Needs

Two-way Traffic Signal Communication

Due to the suspension of the above mandates in the State Budget Act, they are not funded for the 2022/2023 or 2023/2024 fiscal years. Therefore, the City is no longer required to follow the requirements of the

mandates listed above. This is due to Government Code Section 17581 which states that the Legislature may put a 0 (zero) appropriation in the State Budget for a recognized state mandated program. When this occurs, it makes that statute suspended and optional to the City for that fiscal year. The programs above, which were set aside by the Commission, are also no longer reimbursable.

Costs of Services

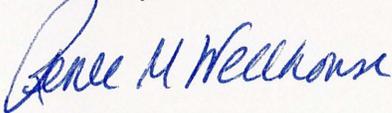
David Wellhouse & Associates, Inc. will prepare and file the City of Reedley's February 2024 claims. These claims are for fiscal years **2022/2023** actual claims for a fixed fee of \$ 4,500.00. Our fee for the preparation and filing of the City's February 2024 claims includes all time and expenses necessary to prepare and file the City's claims. This fixed fee is due upon the submission of claims to the State Controller's Office on or before February 15, 2024.

As in years past, I look forward to working with you and City staff. With the possibility of new City staff, there always will be questions. Should anyone have questions, please have them contact me by telephone or e-mail, even if they feel it is a small issue, I can help explain the details of the process and make their data collection much easier.

Enclosed, please find two copies of the proposed Agreement for the preparation of the City's claims. **Please sign both copies and return one copy of the Agreement by November 17, 2023. Please keep the second copy for your files.**

Should you have any questions, please contact me at (916) 797-4883. Thank you for your past support and consideration of this proposal.

Sincerely,



Renee M. Wellhouse
President
Enclosures:

AGREEMENT BETWEEN THE CITY OF REEDLEY AND DAVID WELLHOUSE & ASSOCIATES, INC. FOR PREPARATION AND FILING OF CLAIMS FOR STATE MANDATED COST REIMBURSEMENT

This agreement by and between the **CITY OF REEDLEY**, a municipality of the State of California, hereinafter referred to as “**CITY**”, and **DAVID WELLHOUSE & ASSOCIATES, INC.**, a California corporation, hereinafter referred to as “**CONSULTANT**”.

Whereas, CITY desires to engage the services of a consultant to prepare and file claims for State Mandated Cost Reimbursement, and CONSULTANT has been selected to perform said services, now, therefore, it is agreed by CITY and CONSULTANT as follows:

1. Claims To Be Filed. CONSULTANT shall prepare and file with the State Controller’s Office on behalf of CITY, the following state mandated cost (SB 90) claims during the 2022-2023 fiscal year.

A. February 2024 Annual Claims for fiscal year 2022-2023 claims to be prepared and filed on or before February 15, 2024 as required by the State Controller’s Claiming Instructions.

Racial and Identity Profiling - Chapter 466, Statutes of 2017

Juveniles: Custodial Interrogation - Chapter 335, Statutes of 2020

Vote by Mail Ballots: Prepaid Postage - Chapter 120 (AB216), Statutes of 2018

Peace Officer Training: Mental Health/Crisis Intervention - Chapter 469, Statutes of 2015

U Visa 918 Form, Victims of Crime: Nonimmigrant Status - Chapter 721, Statutes of 2015

Local Agency Employee Organizations: Impasse Procedures II - Chapter 314, Statutes of 2012

Domestic Violence Arrests & Victim Assistance -Chapter 698 & 702, Statutes of 1998

Rape Victims Counseling Center Notices - Chapter 999, Statutes of 1991

Domestic Violence Arrest Policies and Standards - Chapter 246, Statutes of 1995.

Threats Against Police Officers - Chapter 1249, Statutes of 1992

Health Benefits for Survivors of Peace Officers and Firefighters - Chapter 1120/96

Peace Officer Procedural Bill of Rights - Chapter 465, Statutes of 1976

Administrative License Suspension - Chapter 1460, Statutes of 1989

Peace Officer Personnel Records - Chapter 741, Statutes of 1994

Peace Officer Procedural Bill of Rights II - Chapter 170, Statutes of 2002

Local Government Employee Relations - Chapter 901, Statutes of 2000

Crime Victim's Domestic Violence Incident Reports - Chapter 1022, Statutes of 1999

Pesticide Use Reports - Chapter 1200, Statutes of 1989

State Authorized Risk Assessment Tool for Sex Offenders - Chapter 336,
Statutes of 2006

Tuberculosis Control - Chapter 1763, Statutes of 2002

CITY acknowledges that CONSULTANT does not warrant that claims will be filed for all of the mandates listed in Section 1. CONSULTANT shall only prepare and file claims for those mandates listed in Section 1 in which the CITY has reimbursable costs.

The claims and services described in this Section 1 shall hereinafter be referred to as "PROJECT".

CONSULTANT hereby designates Renee Wellhouse, or other delegated representative, to be sole contact and agent in all consultations with CITY during the performance of services as stated in PROJECT.

2. Time For Performance. CONSULTANT shall file all claims in accordance with the State Controller's claim filing deadline contained in the applicable State Controller Claiming Instructions.

3. Compensation.

A. CITY agrees to pay CONSULTANT a fixed fee in the amount of \$4,500.00 for services provided under Section 1A. of PROJECT, upon receipt of CONSULTANT'S invoice, after submission of claims as required by the State Controller's Claiming Instructions.

4. Method Of Payment. CITY agrees to pay said fixed fees for services provided under Section 1A of PROJECT upon receipt of CONSULTANT'S invoice, after submission of claims as required by the State Controller's Claiming Instructions. City further agrees to pay CONSULTANT'S invoice within 15 days of receipt.

5. **City Assistance.** CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this agreement. CITY shall provide CONSULTANT with requested information in a timely manner, pursuant to PROJECT. CITY represents and warrants that all financial documents and other information provided are accurate and correct. CONSULTANT shall not be liable for claims that are not filed or incorrectly filed due to inaccurate or untimely data.

6. **Disposition Of Documents.** CONSULTANT shall furnish to CITY copies of all claims filed with the State within 30 days after filing. CONSULTANT shall, upon written request, make copies of work papers available to CITY. CITY acknowledges that all such work papers are the property of CONSULTANT, and may not be disclosed to any third party, provided however that such workpapers may be disclosed to appropriate governmental authorities for audit purposes. CONSULTANT shall be entitled to retain copies of all data prepared.

7. **Not Obligated To Third Parties.** CITY shall not be obligated or liable hereunder to any party other than CONSULTANT.

8. **Insurance.** CONSULTANT shall carry, maintain and keep in full force and effect, a policy of comprehensive general liability and automotive liability insurance in an amount not less than \$1,000,000 aggregate applying to bodily injury, personal injury, and property damage.

9. **Independent Contractor.** CONSULTANT is, and shall be, acting at all times in the performance of this agreement as an independent contractor. CONSULTANT shall secure at its expense, and be responsible for, any and all payments of taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees.

10. **Consultant Assistance If Audited.** Upon notice of audit, CONSULTANT shall make available to CITY and state auditors claim file information, and provide assistance to CITY in defending claims submitted.

11. **Consultant Liability If Audited.** All work required hereunder shall be performed in a good and workmanlike manner. Any disallowance of claims by the State Controller's Office or other state agencies is the responsibility of CITY.

12. **Indirect Costs.** CONSULTANT shall make every effort to prepare departmental Indirect Cost Rate Proposals for claims submitted, provided CITY financial information and departmental costs support such rates. CONSULTANT may utilize the ten percent (10%) indirect cost rate allowed by the State Controller if financial information and departmental costs do not support a higher rate.

13. **Termination Of Agreement.** CITY may terminate CONSULTANT'S services hereunder with cause, whether or not services under PROJECT are fully complete. CITY shall do so by giving written notice to CONSULTANT, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

14. **Return of Signed Agreement.** CONSULTANT shall be under no obligation to prepare and file claims unless the executed Agreement is received by mail or e-mail of the City's intention to continue our services and received by CONSULTANT by **November 17, 2023**. CONSULTANT may extend this deadline on a case by case basis.

15. **Entirety.** The foregoing set forth the entire Agreement between the parties.

CONSULTANT:
DAVID WELLHOUSE & ASSOCIATES, INC.,
a California Corporation

By: 

Date: September 21, 2023

Renee M. Wellhouse
President

CITY:
CITY OF REEDLEY,
a municipality of the State of California

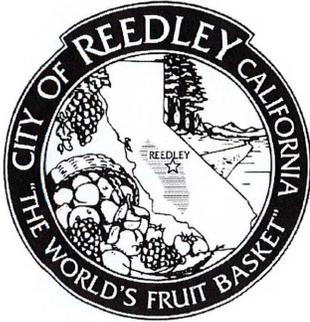
By: _____

Date: _____

Name: _____

Title: _____

Phone: _____



REEDLEY CITY COUNCIL

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

ITEM NO: 8

DATE: November 14, 2023

TITLE: AUTHORIZE THE CITY MANAGER TO SUBMIT A FINANCIAL ASSISTANCE APPLICATION AND SUBSEQUENT RELATED ITEMS TO THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE INSTALLATION OF A WATER MAIN ON PARLIER AVENUE AND COLUMBIA AVENUE

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

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to submit a financial assistance application and subsequent related items to the California State Water Resources Control Board (SWRCB) supporting the installation of a water main on Parlier Avenue and Columbia Avenue (Project) for private residents (City and County).

EXECUTIVE SUMMARY

The City was contacted by multiple residents along Columbia Avenue and Parlier Avenue who receive water from wells and the wells have gone dry. Those residents were directed by staff to contact Self Help to receive temporary water tanks and water bottles. Due to so many residents being affected, Self Help contacted the SWRCB to inquire about funding for installing a water main to serve all of the residents. The State asked that the City submit a letter of intent stating the City was onboard with the project and willing to connect the residents to the City's water system prior to proceeding with the project.

On September 13, 2022, Council authorized the submittal of a letter of intent to the SWRCB regarding the installation of a water main on Parlier Avenue and Columbia Avenue to service approximately 34 rural residential lots. Since then staff has been working closely with Self Help and staff from SWRCB regarding this project. Self Help has reached out to the various residents to see if there is interest in the project and to test the individual wells. The residents show a strong interest in connecting to the City water and many residents have allowed their wells to be tested so that information can be provided to the State to show the need for the project. In addition, Self Help has retained Yamabe & Horn to help prepare a preliminary engineering report regarding the feasibility of the project. In order for the work on the project to continue the City needs to submit a financial assistance application to the SWRCB. The City has made the State and Self Help aware that the City does not have funds to install the water main and to provide individual services to each resident, however, the City is in agreement with the project if the State can provide the funding. Staff is requesting that Council authorize the City Manager to submit a financial assistance application for this project as it will benefit many residents who's wells have already gone dry or are anticipated to go dry.

FISCAL IMPACT

There is no fiscal impact by submitting a financial assistance application for the project. In addition, the State and Self Help have been made aware that the City does not have any funding for this Project.

ATTACHMENTS

1. Financial Assistance Application (attachments not included due to size)
2. Map of project location and potential parcels to be connected to City water services.



STATE WATER RESOURCES CONTROL BOARD
Division of Financial Assistance
P. O. Box 944212, Sacramento, CA 94244-2120

GENERAL INFORMATION PACKAGE

The General Application and attachments may be submitted in one of three ways. Applicants are encouraged to utilize the Financial Assistance Application Submittal Tool (FAAST) to streamline the application submittal and review process, but if that will create a hardship, email or mail can be utilized instead:

- 1.) Apply online via the FAAST: <https://faast.waterboards.ca.gov>

To submit a DWSRF Application in FAAST, you must complete all the tabs in FAAST and attach (at minimum) the General Information Package. (Note: Once the DWSRF Application has been uploaded, you must still complete the application by clicking on the "Submit" button.) Once the DWSRF Application is submitted in FAAST, a project manager will be assigned to help the applicant complete the application process.

To submit additional documents for the same project, **do not** start a new application. Instead, click on the Submitted Applications link on the Main Menu and choose the project from the list of previously submitted applications. Open the Attachments tab, and then the Post-Submission sub-tab. Choose a document from the Attachment Category dropdown list and then select the file to upload. The project manager will receive an email notification letting them know you have submitted additional information for review.

If you need assistance, you can also contact the FAAST Help Desk, which is staffed Monday through Friday 8am through 5pm, at 1-866-434-1083 or FAAST_ADMIN@waterboards.ca.gov.

- 2.) To submit a DWSRF Application via email, please use the following email address:

DrinkingWaterSRF@waterboards.ca.gov

- 3.) To submit a DWSRF Application via mail, please use the following address:

State Water Resources Control Board
Division of Financial Assistance
P.O. Box 944212
Sacramento, CA 94244-2120

General Application Instructions

Check the box to indicate the type of project (planning or construction) needing financial assistance.

Section I - Applicant Information

Applicant Name – Enter the entity that will be the legal signatory to a financing agreement.

Street Address, City, State, Zip – Enter the applicant's physical street address. The Zip+4 Code can be found at <https://tools.usps.com/go/ZipLookupAction>.

Mailing Address, City, State, Zip – Enter the applicant's mailing address, if different from the street address.

Applicant Total Population – Enter the total applicant service area population.

Applicant Total Number of Service Connections – Provide the total number of active service connections that are currently and directly served by the water system. This includes all domestic, residential, industrial, commercial, and other connections.

Current year median household income (MHI) – Enter the current year median household income of the applicant or project service area.

Congressional District(s) – Enter the Congressional district(s) where the project will be physically located. If the project will span multiple Congressional Districts (i.e., a pipeline project), list all affected districts. A map of California Congressional Districts can be found at <https://www.house.gov/representatives/find-your-representative>.

State Senate District(s) & State Assembly District(s) – Enter the State Senate district(s) and State Assembly district(s) where the project will be physically located. Refer to <http://findyourrep.legislature.ca.gov/>.

Data Universal Numbering System (DUNS) No. – If you do not already have a DUNS number, you can get more information at <https://fedgov.dnb.com/webform/index.jsp>. This number is required to receive DWSRF financing.

Federal Tax ID No. – Enter the Federal tax identification number of the applicant.

Authorized Representative Name, Title – Identify the person who has the authority to represent the applicant and sign documents pertaining to the funding application. If the applicant is a public agency or has a governing board, the application must include a copy of a resolution adopted by the governing body designating its authorized representative and authorizing the submission of an application. If the applicant does not have a governing board, then it must provide documentation supporting the authorization of the authorized representative. It is advisable to designate the title of the position authorized to sign and submit an application rather than naming a specific person. The funding application must be signed by the authorized representative.

Auth. Rep. Phone & Email - Enter the authorized representative's telephone number and email address.

Contact Person Name – Enter the name of the person who is the day-to-day contact for the project. This person should be able to answer general questions about the project and application.

Contact Person Phone & Email – Enter the contact person's telephone number and email.

Local Counsel Name – Enter the name of the applicant's general counsel.

Local Counsel Phone & Email – Enter the local counsel's telephone number and email.

Section II - Project Information and Proposed Schedules

Project Title – Enter the title or name of the project.

Project Description and Objectives – Provide a brief description of the project and its objectives.

Current Status of Plans and Specifications – Provide the current status in percent complete.

Amount of Financial Assistance Requested – Provide the amount of financial assistance requested.

Total Project Cost (If More Than the Amount of Assistance Requested) – Provide the total project cost.

Water Supply Permit Number – Enter permit number and attach a copy of the water supply permit, along with any enforcement orders (label as **Attachment G1**).

Population Served by Project – Enter the population served by the Project.

Estimated Project Schedule – Provide an estimated or actual date for the following:

- Adopt Environmental Documents
- 100% Plans & Specifications
- Start of Construction/Implementation
- Complete Construction/Implementation

Consultation with Other Agencies – Provide the following:

- Name of other federal or state agencies involved in this project (e.g. planning, CEQA/NEPA consultation, funding, etc.)
- Contact information for the named agencies
- Brief descriptions of the status of these consultations

Partnering Agencies – Provide the name and contact information of all other agencies that have an interest in the project, their contact information if known, and brief description of their roles.

Other Funding Sources – Provide a list of other funding sources for this project. Include the amount and an estimate date on which the funding will be available.

Section III – Managerial Information

Classification of Water System – Check the box that represents your type of system. If you are unsure of the classification of your system, refer to the system's domestic water supply permit or refer to the *Decision Tree for Classification of Water Systems* flow chart located at https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/publicwatersystems/DecisionTreeforClassifyingWaterSystems_Detailed_08-2012.pdf.

Ownership of the Water System – Check the box(es) that corresponds to the ownership of your water system. Non-community water systems are only eligible for DWSRF funding if they qualify as a non-profit entity. Non-profit owners of non-community water systems must include the appropriate IRS non-profit ID

number and Tax-Exempt Status form IRS 501(c). Privately owned systems must include a copy of the fictitious name statement. Corporations must provide a copy of their Articles of Incorporation (label as **Attachment G2**), and a list of officers and directors. If applicable, the applicant must submit a list of shareholders.

Submit copies of all of the ownership documents that correspond to the water system's ownership type. The following is a list of ownership documents for different types of for-profit or non-profit private water systems:

Limited Liability Corporation

- IRS K-1 Corporation Documentation
- Articles of Organization
- Bylaws/Executed Operating Agreement(s)

Partnership

- Partnership Agreement(s)
- IRS K-1 Corporation Documentation (if applicable)
- Majority owner's last three years of personal tax returns

For-Profit Corporation

- Articles of Incorporation
- Bylaws/Executed Operating Agreement(s)
- Filing documents for Fictitious Business Name (DBA)

Non-Profit Corporation

- Articles of Incorporation
- Bylaws/Executed Operating Agreements
- IRS Tax Exempt Determination IRS 501 C
- Filing documents for Fictitious Business Name (DBA)

Sole Proprietorship

- Fictitious Name Certificate
- Schedule "E" or "C" of tax returns

Other

- Grant deeds, quitclaim deeds, etc. on land

Municipalities – If the Applicant is a Municipality, indicate if the Applicant is a Charter City.

Corporations – If your water system is a Corporation (i.e. incorporated mutual water company), Limited Liability Company, or Limited Partnership, list your water system's California Secretary of State Entity Number as well as your water system's filing status with the California Secretary of State. Information relating to a Corporation's, Limited Liability's, Limited Partnership's or Incorporated Mutual filing with the Secretary of State can be found at the following website: <https://sos.ca.gov/business-programs/business-entities/>.

Does the California Public Utility Commission (CPUC) regulate your system? – Indicate whether your water system is regulated by the CPUC. A list of all matters relating to your water system that are currently pending before the CPUC must be provided with your application for DWSRF funding (label as **Attachment G3**). Water systems regulated by the CPUC must obtain CPUC approval to enter into a funding agreement for DWSRF financing.

Names, titles and duties of key officers – Provide the name, title, and duties of key officers of the water system. Submit an organization chart showing the names, titles, and the reporting relationship of all key persons

involved with the operation of the water system (label as **Attachment G4**). The organization chart does not need to describe all personnel employed by the system, only those persons that have primary responsibilities for making decisions that affect the operation of the water system.

Is there any pending litigation? – Indicate if there is any litigation pending relative to the operation of the water system or the proposed project. If yes, submit a description of the litigation and the potential costs (label as **Attachment G5**).

Is the applicant leasing land or major water system facilities? – Indicate if the applicant is leasing land or any major water system facilities. If yes, describe the terms of the lease and submit a copy of the lease agreement (label as **Attachment G6**). If the lease is critical to the location or operation of the proposed project facilities, the term of the lease must be equal to or greater than the loan repayment period of the DWSRF financing.

Include a general map of the service area/boundaries (label as **Attachment G7**)

Does the applicant have a contract with a private firm or another agency? – Indicate if the applicant has a contract with a private firm or another agency for the operation of the facility to be financed. If yes, indicate the name of the firm or agency and term (in years) of the agreement and submit a copy of the agreement (label as **Attachment G8**).

Prior to the State Water Board’s approval of the project, specific water conservation and urban water management requirements must be achieved.

1. Urban Water Suppliers – Urban Water Suppliers (defined as a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes) must fulfill one of the following (label as **Attachment G9**):
 - i. Water Conservation Program
 - ii. Proof that you signed the “Memorandum of Understanding Regarding Urban Water Conservation in California”
 - iii. Proof that you submitted an Urban Water Management Plan (UWMP) to the Department of Water Resources (DWR) per Division 6, Part 2.6 of the Water Code (commencing at section 10610)
2. Certification for Compliance with Water Metering Form – Water Code section 529.5 requires urban water purveyors to meet metering requirements. If you are an urban water supplier (i.e., supply to more than 3,000 customers or supplying more than 3,000 acre-feet annually), you must comply with this requirement. Please consult with your legal counsel and review section 529.5 of the Water Code before completing this certification (**Attachment G10**).

Potential Flags – To avoid potential delays later in the application process, it is required that the applicant complete and submit this worksheet to alert the Division staff of any issues that may potentially affect the application review. (**Attachment G11**)

Section IV – Attachments

G1 – Water Supply Permit and Enforcement Orders

G2 – Ownership Documentation

- G3** – CPUC Documentation (if applicable)
- G4** – Organization Chart (if applicable)
- G5** – Pending Litigation (if applicable)
- G6** – Lease Agreement (if applicable)
- G7** – Service Area Map
- G8** – Operating Agreement (if applicable)
- G9** – Urban Water Supplier Conservation Document (if applicable)
- G10** – Certification for Compliance with Water Metering Form (if applicable)
- G11** – Potential DWSRF Flags Worksheet

Certification and Signature of Authorized Representative

- ✓ Print the name and title of the authorized representative.
- ✓ Sign and date the application.

General Application Package

PLANNING

CONSTRUCTION

I. APPLICANT INFORMATION	
Applicant Name: City of Reedley	
Street Address: 1733 9th Street	City: Reedley State: CA Zip+4 Code: 93654-2696
Mailing Address: 1733 9th Street	City: Reedley State: CA Zip+4 Code: 93654-2696
Applicant Total Population: 25,277 (Per United States Census Bureau)	
Applicant Total Number of Service Connections: 6,000 (Per City of Reedley Integrated Master Plan, June 2014) + 35 (Parcels In Project Area)	
Current year median household income (MHI): \$51,000	
Congressional District(s): 21	
State Senate District(s): 14	
State Assembly District(s): 33	
Data Universal Numbering System (DUNS) No.: 00-494-0631	Federal Tax ID No.: 94-6000402
Authorized Representative Name: Nicole Zieba	Title: City Manager
Phone No.: (559) 637-4200	Email Address: Nicole.Zieba@reedley.ca.gov
Contact Person Name: Marilu S. Morales PE	
Phone No.: 559-637-4200 Ext. 221	Email Address: marilu.morales@reedley.ca.gov
Local Counsel Name: Laurie Avedisian-Favini	
Phone No.: (559) 431-5600	Email Address: lfavini@lozanosmith.com
II. PROJECT INFORMATION AND PROPOSED SCHEDULE	
Project Title: Reedley Water Extension/Connections	
Project Description and Objectives: Investigate connecting the homes along E. Parlier and N. Columbia Ave that currently rely on private domestic well systems for their drinking water source to a reliable and sustainable water source such as the City of Reedley water system. Investigation will include determining water levels via sounding of domestic wells and collecting water samples for analysis of contamination. Assist the City of Reedley in submitting a construction application for DWSRF.	
Current Status of Plans & Specifications, Percent (%): 0	
Estimated Amount of Financial Assistance Requested: \$1,800,000	
Total Project Cost (If More Than the Amount of Assistance Requested):	
Water Supply Permit Number (Attachment G1):	
Population Served by Project: 62	
	Estimated or Actual Date
Currently Estimated Project Schedule:	Adopt Environmental Documents: 10/31/2024
	100% Plans & Specifications: 7/30/2024
	Start of Construction/Implementation: 1/1/2025
	Complete Construction/Implementation: 12/31/2027

Consultation with Other Agencies

Please list other federal and state agencies that have been involved in this project (e.g. planning, CEQA/NEPA consultation, funding, etc.), their contact information if known, and estimated dates for resolution of any issues.

Division of Drinking Water (Cristina Knudsen), 559-447-3317, Cristina.Knudsen@waterboards.ca.gov.
Division of Financial Assistance (Kyle Harper), 916-341-5957, Kyle.Harper@waterboards.ca.gov.

Partnering Agencies

Please list all other agencies that have an interest in this project, their contact information if known, and brief descriptions of their roles.

Self-Help Enterprises, 559-651-1000, Technical Assistance Provider.

Other Funding Sources

List any other funding sources for this project, along with the amount of additional funding and date of availability

None

III. MANAGERIAL INFORMATION

Classification of Water System:

- Community Non-transient non-community Transient non-community
- Not currently classified as a public water system

Indicate the Ownership of the Water System (check all that apply):

- Include the ownership documentation (See instructions for further information) (label as **Attachment G2**)

Public Ownership

- Municipality County Agency Special District State Agency
- Public School Other:

Private Ownership

- Corporation Limited Liability Corporation Partnership Sole Proprietorship
- Non-profit Organization Other:

- If the water system is privately-owned, indicate the name and title of the individual with authority to engage the water system in a DWSRF financing agreement. Click or tap here to enter text.
- If the Water System is a Municipality, is the Water System a Charter City? Yes No
- If the Water System is a Corporation, Limited Liability Company, or Partnership, complete the following:
 - A. California Secretary of State Entity Number:

B. Status with California Secretary of State:

Active

Suspended

Forfeited

Dissolved

Is the Water System regulated by the California Public Utilities Commission (CPUC)? Yes No

If **yes**, the Water System must obtain CPUC approval. Attach a list and a description of all matter(s) relating to your Water System that are currently pending before the CPUC (label as **Attachment G3**).

List the names, titles and duties of key officers and attach an organization chart providing this information (label as **Attachment G4**).

John Ornellas, Water System Supervisor

George Jasso, Assistant Water System Supervisor

Steve Heinrichs and Tad Greves, Senior Water Systems Specialist

Is there any litigation pending relative to the operation of the water system or the proposed project?

Yes No

If **yes**, attach a description of the litigation and the potential costs (label as **Attachment G5**).

Is the Water System leasing land or major water system facilities? Yes No

If **yes**, describe the terms of the lease or attach a copy of the lease agreement (label as **Attachment G6**). (NOTE: If the lease is critical to the location or operation of the proposed project facilities, the term of the lease must be equal to or greater than the loan repayment period.)

Include a general map of the service area/boundaries (label as **Attachment G7**):

[For Construction Projects Only] Does the Water System have a contract with a private firm or another agency for the operation of the facility to be financed? Yes No

If **yes**, provide the name of the firm or agency and term (in years) of the agreement and attach a copy of the agreement (label as **Attachment G8**)

Water Conservation

1. Are you an urban water supplier as defined in Water Code Section 10608.12?

YES

NO

Urban water suppliers must submit one of the following (Label as **Attachment G9**):

Water Conservation Program

Signed the Memorandum of Understanding regarding urban water conservation in California

Urban Water Management Plan per Water Code Section 10653

2. Attach Certification for Compliance with Water Metering Form (label as **Attachment G10**).

IV. ATTACHMENTS

<input checked="" type="checkbox"/>	G1 – Water Supply Permit and Enforcement Orders
<input checked="" type="checkbox"/>	G2 – Ownership Documentation
<input type="checkbox"/>	G3 – CPUC Documentation (if applicable)
<input checked="" type="checkbox"/>	G4 – Organization Chart
<input type="checkbox"/>	G5 – Pending Litigation (if applicable)
<input type="checkbox"/>	G6 – Lease Agreement (if applicable)
<input checked="" type="checkbox"/>	G7 – Service Area Map
<input type="checkbox"/>	G8 – Operating Agreement
<input checked="" type="checkbox"/>	G9 – Urban Water Supplier Conservation Document (if applicable)
<input checked="" type="checkbox"/>	G10 – Certification of Compliance with Water Metering Form (if applicable)
<input checked="" type="checkbox"/>	G11 – Potential DWSRF Flags Worksheet

CERTIFICATION AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that I am authorized to submit this application; the information provided in this application is true and correct; the documentation has been duly authorized by the governing body of the applicant; and the entity possesses the legal authority to apply for the financing and enter into a financing agreement with the State Water Resources Control Board and to finance and construct the proposed facilities.

Name of Authorized Representative: Nicole Ziebra

Title: City Manager

Signature of Authorized Representative:



Date: 10/13/23

2. Attach Certification for Compliance with Water Metering Form (label as **Attachment G10**).

IV. ATTACHMENTS

<input checked="" type="checkbox"/>	G1 – Water Supply Permit and Enforcement Orders
<input checked="" type="checkbox"/>	G2 – Ownership Documentation
<input type="checkbox"/>	G3 – CPUC Documentation (if applicable)
<input checked="" type="checkbox"/>	G4 – Organization Chart
<input type="checkbox"/>	G5 – Pending Litigation (if applicable)
<input type="checkbox"/>	G6 – Lease Agreement (if applicable)
<input checked="" type="checkbox"/>	G7 – Service Area Map
<input type="checkbox"/>	G8 – Operating Agreement
<input checked="" type="checkbox"/>	G9 – Urban Water Supplier Conservation Document (if applicable)
<input checked="" type="checkbox"/>	G10 – Certification of Compliance with Water Metering Form (if applicable)
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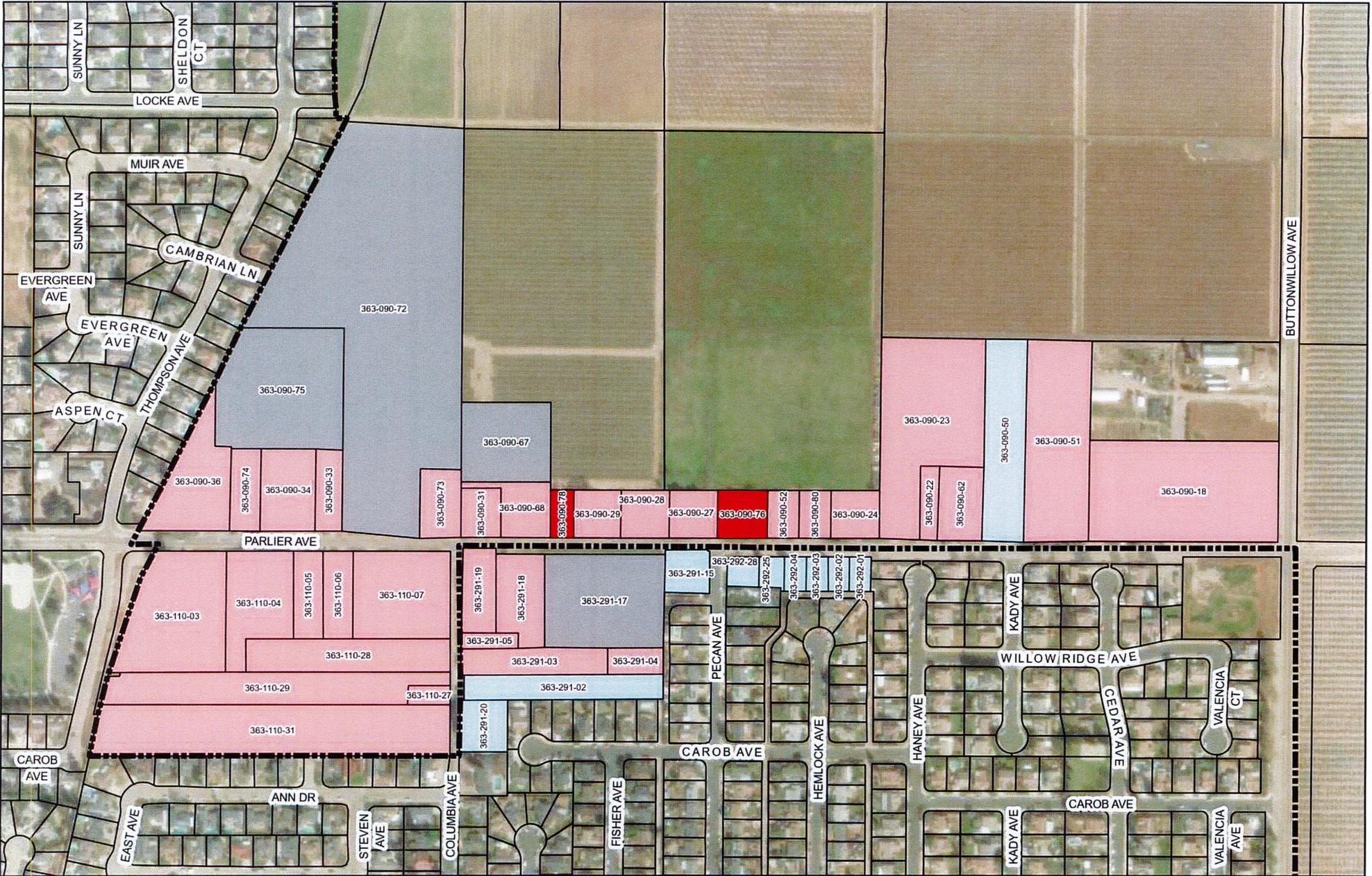
Name of Authorized Representative: Nicole Zieba

Title: City Manager

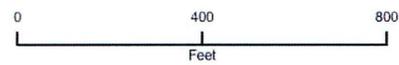
Signature of Authorized Representative:

Date:

Path: F:\2023\23-204\GIS\23-204 Reedley Extension.aprx



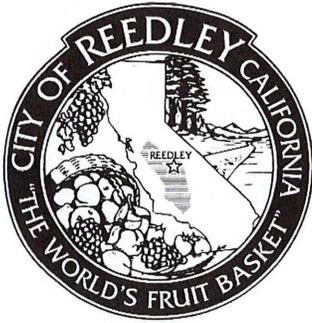
- Connected to Reedley Water System (10)
- Not Connected to Reedley Water System (32)
- Vacant Lot (4)
- Lots Not Included on Tracking Sheet (2)
- Reedley City Limits



Map 2 - Parlier-Columbia Service Area

Yamabe & Horn Engineering, Inc.
 CIVIL ENGINEERS • LAND SURVEYORS





REEDLEY CITY COUNCIL

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

ITEM NO: 9

DATE: November 14, 2023

TITLE: ADOPT RESOLUTION 2023-080 AMENDING THE PAID SICK LEAVE POLICY PURSUANT TO SB 616 FOR PART-TIME EMPLOYEES AMENDING THE ACCRUAL HOURS PROVIDED

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

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

RECOMMENDATION

That the City Council adopt Resolution 2023-080 amending the sick leave policy pursuant to SB 616 for part-time and hourly rated employees of the City of Reedley.

EXECUTIVE SUMMARY

The State of California has enacted the Healthy Workplaces, Health Families Act of 2014 "Act". Beginning July 1, 2015, employers were required to provide not less than 24 hours or three days of paid sick leave for employees covered under the Act. With the passage of SB 616, effective January 1, 2024, employers are now required to provide not less than 40 hours or five days of paid sick leave for employees covered under the Act.

BACKGROUND

On September 10, 2014, Governor Brown signed into law the Healthy Workplaces, Healthy Families Act of 2014 that provided not less than 24 hours or three days of paid sick leave for eligible employees beginning July 1, 2015. On October 4, 2023, Governor Newsom signed an amendment to the Act to provide at least 40 hours or five days of paid sick leave for covered employees. No unused sick leave accrual is carried over to the following fiscal year, and part-time employees will be eligible to utilize the leave beginning on the 90th day of employment, defined as the number of days worked.

The City of Reedley part-time and hourly rated employees are not covered by any collective bargaining agreement (CBA), benefits resolution or any other benefits policy. As such, these employees are subject to the provisions the Act. All other employees of the City are covered under CBAs or a benefits resolution that meet or exceed the minimum requirements for the Act's paid sick leave and are, therefore, not subject to the Act.

FISCAL IMPACT

The City will incur additional personnel costs as a result of increasing the amount of paid sick leave for part-time employees.

ATTACHMENTS

Resolution No. 2023-080

RESOLUTION NO. 2023-080

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AMENDING THE PAID SICK LEAVE POLICY PURSUANT TO SB 616 FOR PART-
TIME AND HOURLY RATED EMPLOYEES ESTABLISHING THE ACCRUAL
METHOD AND THE MINIMUM PAID SICK LEAVE USAGE INCREMENT**

WHEREAS, on October 4, 2023 the Governor of the State of California signed SB 616 amending the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522) which provided paid sick leave for covered employees effective January 1, 2015; and

WHEREAS, the City of Reedley wishes to amend the paid sick leave policy pursuant to SB 616 for part-time and hourly rated employees; and

WHEREAS, part-time and hourly rated employees are not covered by an existing collective bargaining agreement, benefits resolution nor any other benefits policy; and

WHEREAS, AB 1522 allows the City to establish the accrual method and the minimum usage increment for paid sick leave; and

WHEREAS, SB 616 amended the amount of part-time sick leave that must be provided by the employer.

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

1. Resolution No. 2015-014 is hereby repealed and rescinded in its entirety; and
2. Effective January 1, 2024, part-time sick leave shall be adjusted for eligible part-time employees to provide a total of forty (40) hours for the fiscal year beginning July 1, 2024, to be administered pursuant to the provisions of SB 616; and
3. Thereafter, paid sick leave shall accrue at the beginning of each fiscal year on July 1 at the rate of forty (40) hours for the fiscal year and administered pursuant to the provisions of SB 616. No unused sick leave accrual shall be carried over to the following fiscal year; and
4. An employee shall be entitled to use accrued paid sick time beginning on the 90th day of employment, defined as the number of days worked. Employees who have not worked in a 12-month period shall be considered a new employee for purposes of sick leave accrual and usage; and
5. Paid sick leave shall be taken in increments of not less than two (2) hours.
6. Paid sick leave benefits, as amended, shall be effective January 1, 2024 and shall remain in effect until modified, terminated, or rescinded by subsequent resolution of the City Council, or by changes to applicable State or Federal law.

The foregoing Resolution was duly passed, approved, and adopted on November 14, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 10

DATE: November 14, 2023

TITLE: ADOPT RESOLUTION NO. 2023-081 APPROVING THE FINAL MAP FOR TENTATIVE PARCEL MAP NO. 2022-02

SUBMITTED: Rodney L. Horton 
Community Development Director

Marilu S. Morales, P.E. 
City Engineer

APPROVED: Nicole R. Zieba 
City Manager

RECOMMENDATION

Adopt Resolution No. 2023-081, approving the Final Map for Tentative Parcel Map Application No. 2022-02.

EXECUTIVE SUMMARY

The owner of Tentative Parcel Map Application No. 2022-02 is requesting the City Council of the City of Reedley approve the final map associated with the application in accordance with the Reedley Municipal Code (RMC Section 11-3-13).

BACKGROUND

The Reedley Planning Commission approved Tentative Parcel Map Application No. 2022-02 on Thursday, November 2, 2023. Since a site plan review application was submitted concurrently with the tentative parcel map application, Planning Commission reviewed and took action on both applications. Tentative Parcel Map Application No. 2022-02 pertains to a proposed commercial development located on a 4.19-acre parcel on the northeast corner of South Frankwood Avenue and East South Avenue (APN: 363-220-41). The commercial development consists of a 5,216 square foot gas station/convenience store with a drive-through and an 11,000 square foot medical clinic. The applicant proposes to split the land into two parcels; one parcel will contain the gas station/convenience store, and other parcel will contain the medical clinic. The proposed project also entails shared vehicular access between the two parcels.

The streets surrounding the proposed commercial development were improved by the development of Tract 6178, including new and relocated utilities. The improvements to be dedicated with the final map include the eastern half of Frankwood Avenue, which was expanded from a 30' right-of-way to a 42' right-of-way; this area was built out to include a bike lane, sidewalk, landscaping, and lighting. Additionally, the northern half of South Avenue was expanding from a 30' right-of-way to a 53' right-of-way that includes a bike lane, sidewalks, landscaping, and lighting. The outstanding improvements include onsite improvements and connection to utilities. Since most of the needed improvements have already occurred at the site because of recent residential development, there is no need for an improvement agreement between the developer and the City of Reedley.

PRIOR COUNCIL ACTIONS

On August 25, 2020, the Reedley City Council adopted Resolution No. 2020-023, approving the Final Map for Tentative Parcel Map No. 2019-01, which subdivided the parcel into four parcels. Three of the four parcels were for a three-phased single-unit residential development. The remaining 4.19-acre parcel was created for future commercial development.

FISCAL IMPACT

All fees associated with the processing of Tentative Parcel Map Application No. 2022-02 were paid prior to Planning Commission action. Fees associated with the final map were paid prior to City Council action.

ATTACHMENTS

1. Resolution No. 2023-081

RESOLUTION NO. 2023-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE FINAL MAP FOR PARCEL MAP NO. 2022-02.

WHEREAS, Tentative Parcel Map Application No. 2022-02, on Assessor's Parcel Number 363-220-41, was approved by the Reedley Planning Commission on November 2, 2023; and

WHEREAS, the owner of Tentative Parcel Map Application No. 2022-02 is requesting the City Council approve the final map for the project in accordance with Reedley Municipal Code Section 11-3-13; and

WHEREAS, the approval of this parcel map is sought to allow for the development of commercial uses on two different parcels as associated with Tentative Parcel Map Application No. 2022-02; and

WHEREAS, parcel no. 1 will be approximately 51,948 square feet, and parcel no. 2 will be approximately 85,336 square feet in size; and

WHEREAS, development on the applicable parcels is subject to the conditions of approval, dated November 2, 2023, as adopted by the Reedley Planning Commission through Resolution No. 2023-24, and

WHEREAS, during the tentative parcel map process, the project was evaluated and processed in accordance with provisions of the California Environmental Quality Act (CEQA) resulting in a mitigated negative declaration being prepared in accordance with State CEQA Sections 15070-15075 by the City of Reedley as the lead agency; and

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

1. That certain final map of Tentative Parcel Map Application No. 2022-02, having heretofore, on November 3, 2023, been reviewed by the City Engineer, that all provisions of law and of Chapters 1 through 5 of Title 8 of the Reedley Municipal Code, have been complied with, and that said parceling as shown is substantially the same as it appears on the tentative map thereof, as approved by the Planning Commission on November 2, 2023, by Resolution No. 2023-24, is hereby approved and such dedications and right-of-ways on said map are hereby accepted subject to technical corrections relating to monument placement and notation, closure calculations, and other minor drafting notations as deemed appropriate by the City Engineer; and
2. Be it further resolved that the City Engineer and Community Development Director shall review the technical corrections made to the map, and provide concurrence that all required corrections have been made to said map; and

3. Be it further resolved that following review and approval of the technical corrections previously notated, 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 to the Fresno County Recorder's Office for recordation.

This foregoing resolution is hereby approved the 14th day of November, 2023, in the City of Reedley, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

Attachment: Parcel Map No. 2022-02

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, WE HEREBY DEDICATE THE PUBLIC STREETS IN FAVOR OF THE CITY OF REEDLEY AS SHOWN HEREON.

OWNER: SHANNON FORD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

NAME: DATE: TITLE:

NAME: DATE: TITLE:

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/SHE/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.

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/SHE/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)

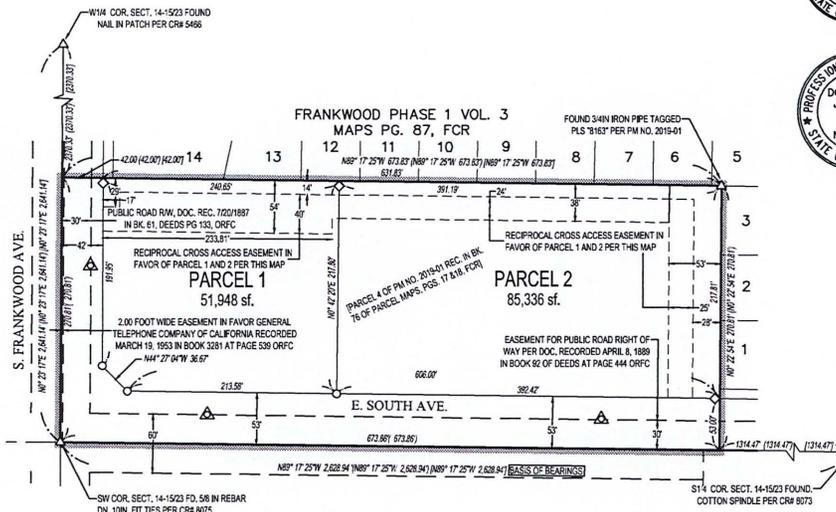
COUNTY OF PRINCIPAL PLACE OF BUSINESS: DATE COMMISSION EXPIRES: COMMISSION NO.

PARCEL MAP NO. 2022-02

IN THE SOUTH-WEST 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. CONSISTING OF 1 SHEET SURVEYED AND PLATTED IN AUGUST 2023 BY 4 CREEKS, INC.

LEGAL DESCRIPTION

PARCEL 4 OF PARCEL MAP NUMBER 2019-01, IN THE CITY OF REEDLEY, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED SEPTEMBER 25, 2020, IN BOOK 76, PAGE 17 OF PARCEL MAPS, FRESNO COUNTY RECORDS.



THIS PROJECT IS SUBJECT TO THE FOLLOWING:

- 1. AN EASEMENT FOR PUBLIC ROAD PURPOSES RECORDED APRIL 8, 1889 IN BOOK 82 OF DEEDS, AT PAGE 444, OF OFFICIAL RECORDS, SHOWN HEREON
2. AN EASEMENT FOR THE TRANSMISSION OF ELECTRICAL ENERGY FOR TELEPHONE AND TELEGRAPH PURPOSES RECORDED MARCH 19, 1953, IN BOOK 3281, AT PAGE 539, ORFC, SHOWN HEREON
3. EASEMENT FOR PUBLIC ROAD RIGHT OF WAY PER DOC. RECORDED JULY 20, 1887 IN BOOK 61 OF DEEDS, AT PAGE 133, OF OFFICIAL RECORDS, SHOWN HEREON

LEGEND

- () RECORD DATA PER PARCEL MAP NO. 2019-01, RECORDED IN VOLUME 76 OF PARCEL MAPS, AT PAGE 17 AND 18, FOR, OR CALCULATED THEREFROM
[] RECORD DATA PER MAP TRACT NO. 6176, RECORDED IN VOLUME 90 OF PLATS, AT PAGE 52 AND 53, FOR, OR CALCULATED THEREFROM
Δ FOUND MONUMENT AS NOTED
===== PARCEL BOUNDARY LINE
◇ SET 3/4 IN. X 3/4 IN. IRON PIPE TAGGED 'PLS 8163' AS WITNESS CORNER, 5.00 FEET FROM TRUE CORNER ALONG LOT LINES
○ SET 3/4 IN. X 3/4 IN. IRON PIPE TAGGED 'PLS 8163'
Δ NOW OFFERED IN FEE FOR PUBLIC STREET DEDICATION TO THE CITY OF REEDLEY
ORFC OFFICIAL RECORDS RECORDER OF FRESNO COUNTY
CR# ON FILE WITH FRESNO COUNTY SURVEYOR

BASIS OF BEARINGS

THE SOUTH LINE OF THE SW QUARTER OF SECTION 14, T. 15S, R. 23E, M.D.B.&M. TAKEN AS N89°17'25"W PER RECORD OF SURVEY RECORDED VOLUME 90 OF PLATS, AT PAGE 52 AND 53, FOR



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 SHANNON FORD LLC, ON SEPTEMBER 1, 2023. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL THE MONUMENTS ARE OF THE CHARACTER AND IN THE LOCATIONS SHOWN HEREON AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

RANDY WASNICK, P.L.S. 8163 DATE

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 THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

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

CONSULTING LAND SURVEYOR'S STATEMENT

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

DOUGLAS J. JOHNSON, P.L.S. 6360 DATE CITY SURVEYOR FOR THE CITY OF REEDLEY

PLANNING COMMISSION STATEMENT

I, RODNEY L. HORTON, HEREBY CERTIFY THAT ON NOVEMBER 2, 2023, BY RESOLUTION NUMBER 2023-24, THE CITY OF REEDLEY APPROVED THE TENTATIVE MAP OF THIS PARCEL MAP UPON WHICH THE FINAL MAP IS BASED.

RODNEY L. HORTON, COMMUNITY DEVELOPMENT DIRECTOR DATE CITY OF REEDLEY

CITY CLERK'S CERTIFICATE

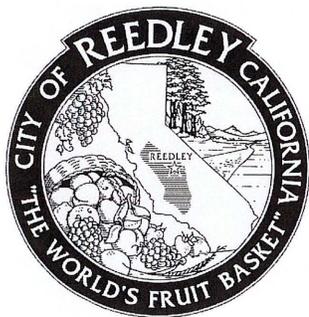
I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF REEDLEY, BY RESOLUTION DID APPROVE THE WITHIN MAP, AND ACCEPTED ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

RUTH GREENWOOD DATE CITY CLERK OF THE CITY OF REEDLEY

RECORDER'S STATEMENT

DOCUMENT NO. FEE PAID FILED THIS DAY OF 20. AT M. IN VOLUME OF PARCEL MAPS, AT PAGE, FRESNO COUNTY RECORDS AT THE REQUEST OF PAUL DICTOS, C.P.A., COUNTY RECORDER OF FRESNO COUNTY, CALIFORNIA BY DEPUTY RECORDER





REEDLEY CITY COUNCIL

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

ITEM NO: 11

DATE: November 14, 2023

TITLE: ADOPT RESOLUTION NO. 2023-082 OF INTENTION TO ANNEX THE FOLLOWING TERRITORY (ANNEXATION NO. 21): APN'S 368-183-01, 368-183-02, 368-183-03, 368-350-17, 368-350-31, 368-350-32, 368-350-33, 368-021-44S, 368-021-69S, 368-350-19, 368-350-35, 370-164-13, AND 370-030-49 INTO THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES AND FIXING THE TIME AND PLACE OF PUBLIC HEARING FOR JANUARY 9, 2024

SUBMITTED: Paul A. Melikian, Assistant City Manager 

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council adopt Resolution No. 2023-082, a resolution of intention to annex territory ("Annexation No. 21") stating the City Council's intention to annex the following properties: APN'S 368-183-01, 368-183-02, 368-183-03, 368-350-17, 368-350-31, 368-350-32, 368-350-33, 368-021-44S, 368-021-69S, 368-350-19, 368-350-35, 370-164-13, AND 370-030-49 into the City's Community Facilities District No. 2005-1 (Public Services) ("CFD") and setting the date of the public hearing for January 9, 2024.

EXECUTIVE SUMMARY

A condition to annex into the CFD was imposed on new developments being processed by the City in November of 2005, when the District was established. Since that time, all properties must petition to be annexed to the existing CFD when development is proposed. The approval of the resolution of intention is required to begin the process of annexation provided by the conditions of approval for the development projects listed in the table below.

BACKGROUND

On November 8, 2005, the City Council adopted Resolution 2005-122, which established the City of Reedley's Community Facility District No. 2005-01 (Public Services). All developments processed after that date are required to annex to the CFD as a condition of development. The CFD was established to fund police, fire and parks maintenance services based on the increased need resulting from new development.

To initiate the process for annexation of a territory or territories to a CFD, the Council must approve a Resolution of Intention ("ROI") to annex territory to the CFD. The ROI included with this report includes various actions necessary for the annexation to the CFD. The Rate and Method of Apportionment ("RMA") referred to in the ROI is as adopted by the Council with the Resolution of Formation 2005-122 and

Ordinance 2005-09. Previous property annexations have been completed every year since formation of the CFD.

The areas to be annexed are shown below and on the attached map, which will be submitted by the City Clerk to the Fresno County Recorder’s office within 15 days of adoption of the Resolution of Intention.

Community Facilities District (CFD) Property Inventory	
Annexation No. 21	
APN's	Project Name
368-183-01, 368-183-02, 368-183-03	La Villita
368-350-17, 368-350-31, 368-350-32, 368-350-33	Otani
368-021-44S, 368-021-69S	Surf Thru
368-350-19, 368-350-35	Kashian
370-164-13	Duff Duplex
370-030-49	Manning Buffet

ENVIRONMENTAL REVIEW

Since the proposed action will not result in a change to the physical environment, the project is not subject to the California Environmental Quality Act (CEQA).

FISCAL IMPACT

The costs to process this annexation will be funded by the Community Facility District. Costs include newspaper notices, mailings and staff time.

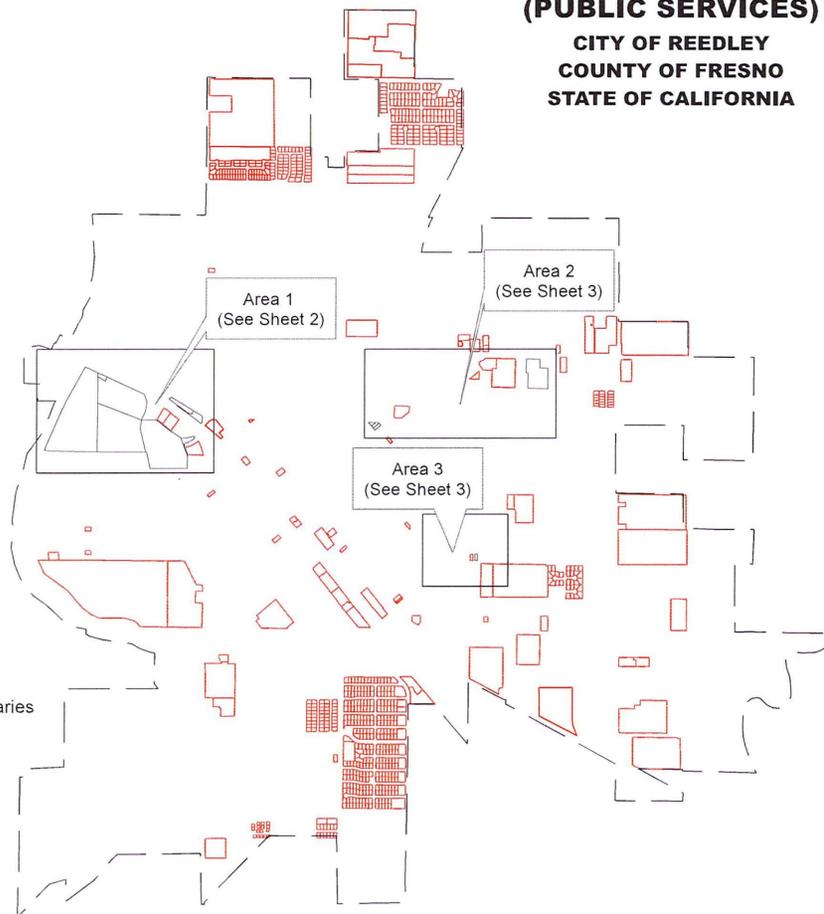
ATTACHMENTS

1. Annexation maps, enlarged to show detail
2. Resolution 2023-082; Resolution of Intention Annex Territory
3. Annexation No. 21 Map
4. Petition and Written Consents



ANNEXATION MAP NO. 21 COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

**CITY OF REEDLEY
COUNTY OF FRESNO
STATE OF CALIFORNIA**



Legend

Reedley City Boundaries

Reference is hereby made to that certain map entitled "Proposed Boundary Map of the Community Facilities District No. 2005-1 (Public Services), City of Reedley, County of Fresno, State of California" filed the 12th day of October, 2005, at the hour of 4:00 o'clock p.m. in Book 41 of Maps of Assessment and Community Facilities District at page 58, (document no. 024171900) in the office of the County Recorder of the County of Fresno, State of California, which this Annexation Map affects.

Filed in the office of the City Clerk of the City of Reedley this ___th day of _____, 2023.

By: _____
Ruthie Greenwood, City Clerk

I hereby certify that the within map showing proposed boundaries of Annexation No. 21 to the City of Reedley Community Facilities District No. 2005-1 (Public Services), County of Fresno, State of California, was approved by the City Council of the City of Reedley, at a meeting thereof, held on the ___th day of _____, 2023, by its Resolution No. _____.

By: _____
Ruthie Greenwood, City Clerk

Filed this ___ day of _____, 2023, at the hour of _____ o'clock __.m., in the Book ___ Page ___ of Maps of Assessment and Community Facilities Districts and as Instrument No. _____ in the office of the County Recorder in the County of Fresno, State of California.

Paul Dictos By: Deputy County Recorder
County Recorder
County of Fresno
State of California

Note:

This diagram is only for the purpose of indicating the lots being assessed the assigned assessment numbers for said lots and the relationship to the surrounding streets.

For a detailed description of the lines and dimension of the lots, reference is made to the Fresno County Assessor's Maps for the fiscal year 2023-2024. For the information on the streets and other appurtenant lines and dimensions within the subdivided area reference is made to the filed tract maps.



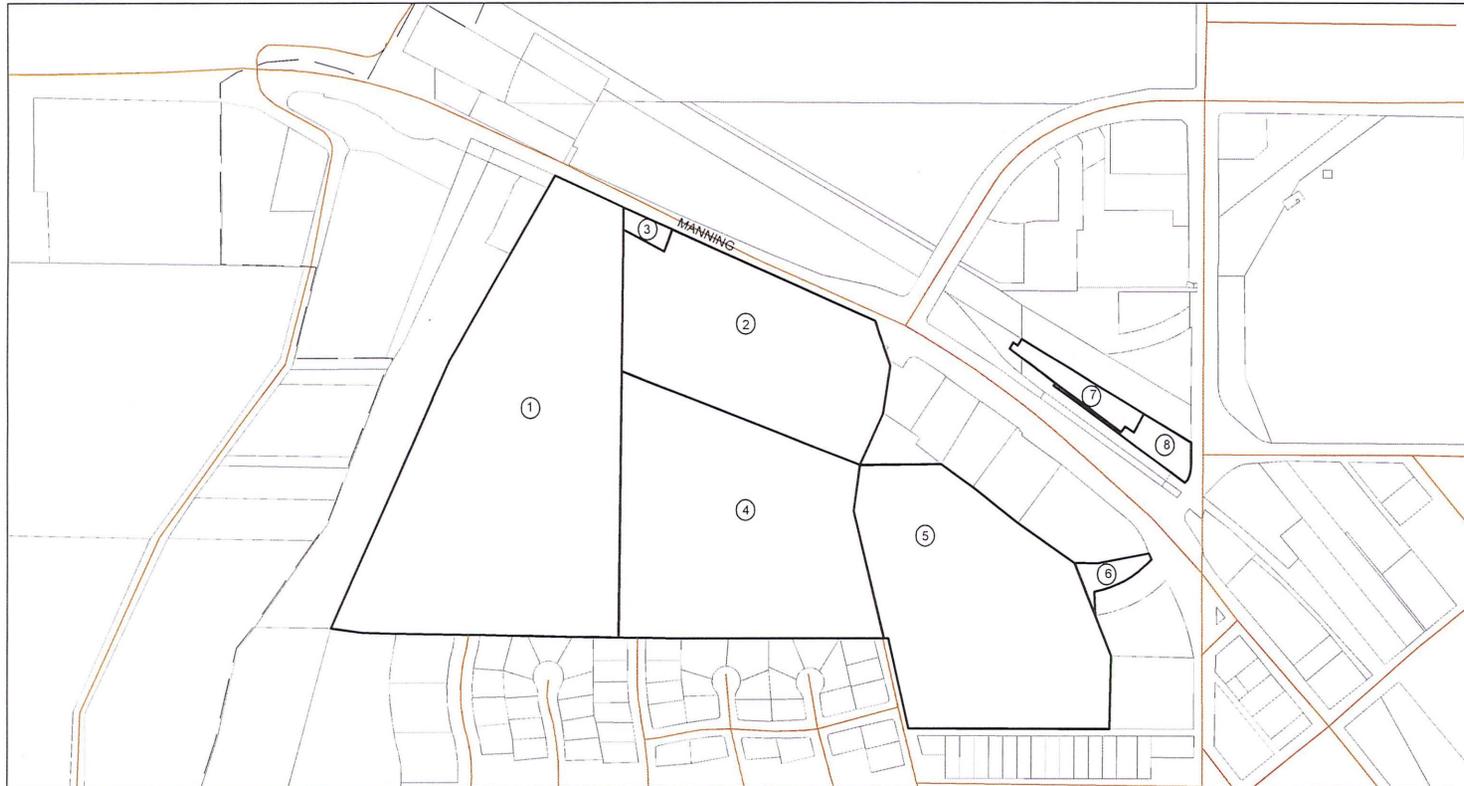
27368 Via Industria #200
Temecula, CA 92590
(951)987-3500

Fresno County Assessor's Parcel Number of the land to be included in the Community Facilities District No. 2005-1 Annexation Map No. 21:
368-021-69S, 368-021-44S, 368-183-01, 368-183-02, 368-183-03,
368-350-17, 368-350-19, 368-350-31, 368-350-32, 368-350-33,
368-350-35, 370-030-49, 370-164-13

Exempt from SB2 fees Gov/t Code Sections 27388.1(a)(2)(D)

**ANNEXATION MAP NO. 21
 COMMUNITY FACILITIES DISTRICT NO. 2005-1
 (PUBLIC SERVICES)
 CITY OF REEDLEY
 COUNTY OF FRESNO
 STATE OF CALIFORNIA**

Area 1



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	PROJECT NAME
1	368-350-31	Otani
2	368-350-32	Otani
3	368-350-33	Otani
4	368-350-17	Otani
5	368-350-19	Kashian
6	368-350-35	Kashian
7	368-021-69S	Surf Thru
8	368-021-44S	Surf Thru

Legend

-  Annexation 21 Area 1 Streets
-  Annexation 21
-  Map Reference Number



27368 Via Industria #200
 Temecula, CA 92590
 (951)587-3500

Fresno County Assessor's Parcel Number of the land to be included in the Community Facilities District No. 2005-1 Annexation Map No. 21:
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 368-350-17, 368-350-19, 368-350-31, 368-350-32, 368-350-33,
 368-350-35, 370-030-49, 370-164-13

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

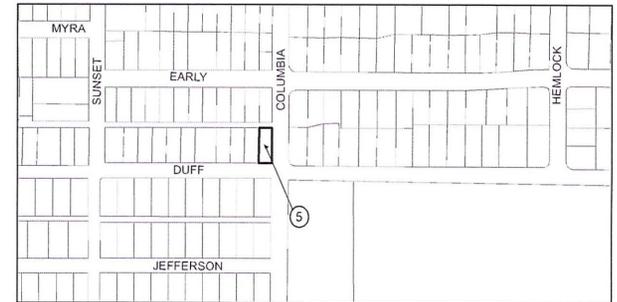


**ANNEXATION MAP NO. 21
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)
CITY OF REEDLEY
COUNTY OF FRESNO
STATE OF CALIFORNIA**

AREA 2



AREA 3



Legend

-  Annexation 21
-  Map Reference Number

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	PROJECT NAME
1	368-183-01	La Villita
2	368-283-02	La Villita
3	368-383-03	La Villita
4	370-030-49	Manning Buffet
5	370-164-13	Duff Duplex



27368 Via Industria #200
Temecula, CA 92590
(951) 687-3500

Fresno County Assessor's Parcel Number of the land to be included in the Community Facilities District No. 2005-1 Annexation Map No. 21:
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368-350-17, 368-350-19, 368-350-31, 368-350-32, 368-350-33,
368-350-35, 370-030-49, 370-164-13

RESOLUTION NO. 2023-082

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY DECLARING ITS INTENTION TO ANNEX TERRITORY (ANNEXATION NO. 21) TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), ESTABLISHING A DATE FOR THE PUBLIC HEARING, AND AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN

WHEREAS, the City Council (“Council”) of the City of Reedley, California, (“City”) has conducted proceedings to establish Community Facilities District No. 2005-1 (Public Services) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REEDLEY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

Section 2. The name of the existing CFD is “Community Facilities District No. 2005-1 (Public Services)”.

Section 3. The territory included in the existing CFD is as shown on the map thereof filed in Book 41 of Maps of Assessment and Community Facilities Districts at Page 58 in the office of the County Recorder, County of Fresno, State of California, to which map reference is hereby made, as well as maps for Annexations 2 through 5 filed in Book 42 of Maps of Assessment and Community Facilities Districts at Pages 1, 34, 38, 96 and the maps for Annexations 6 through 8 filed in Book 43 of Maps of Assessment and Community Facilities Districts at Pages 40, 58, 86 which have been filed with the Fresno County Recorder’s Office. The territory also includes maps for Annexations 9 through 13 filed in Book 44 of Maps of Assessment and Community Facilities Districts at Pages 7, 56, 84, 97 and Annexation 14 through 16 filed in Book 45 of Maps of Assessment and Community Facilities Districts at Pages 21, 57, 91 as well as Annexations 17 through 20 filed in Book 46 of Maps of Assessment and Community Facilities Districts at Pages 1, 23, 59 and 83 which have been filed with the Fresno County Recorder’s Office.

The territory now proposed to be annexed to the CFD is as shown on the Annexation Map No. 21 to the CFD, on file with the City Clerk, a copy of which is attached hereto as **Exhibit “A”** and made a part hereof, the boundaries of which territory are hereby preliminarily approved. The City Clerk is hereby directed to cause the recordation of said Annexation Map No. 21 to the CFD, showing the territory to be annexed, in the Office of the County Recorder of the County of Fresno within fifteen days of the date of adoption of this resolution.

Section 4. The types of public services financed by the CFD and pursuant to the Act consist of those services (the “Services”) described in Exhibit A to Resolution No. 2005-109 adopted by the Council on the 27th day of September 2005 (the “Resolution of Intention”). It is presently intended that the Services will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

Section 5. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, and in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, is described in **Exhibit “B”**, which is hereby incorporated by this reference.

Section 6. Notice is given that on Tuesday, January 9, 2024 at 7:00 p.m., in the regular meeting place of this Council, being the Reedley City Council Chambers, located at 845 “G” Street, Reedley, California, the Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of said special tax therein.

Section 7. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. Said notice shall be substantially in the form specified in Section 53339.4 of the Act. The City Clerk shall also cause a copy of the Resolution of Annexation, or a notice thereof, to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which resolution or notice shall be mailed at least fifteen days before the date of said hearing. The notice shall be substantially in the form attached hereto as **Exhibit “C”**.

Section 8. This resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED, this 14th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

EXHIBIT A

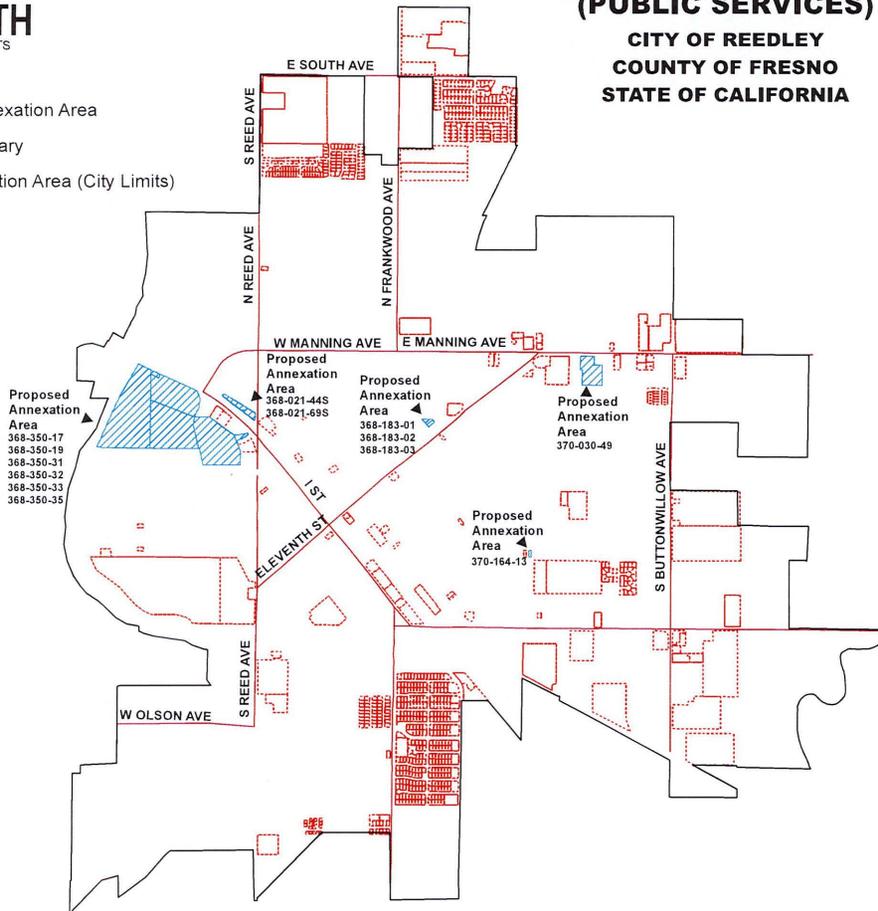
City of Reedley Community Facilities District No. 2005-1
(Public Services)
Boundary Map-Annexation No. 21

**ANNEXATION MAP NO. 21
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)
CITY OF REEDLEY
COUNTY OF FRESNO
STATE OF CALIFORNIA**



- Proposed Annexation Area
- Current Boundary
- Future Annexation Area (City Limits)

Assessors Parcel Number
368-021-44S
368-021-69S
368-183-01
368-183-02
368-183-03
368-350-17
368-350-19
368-350-31
368-350-32
368-350-33
368-350-35
370-030-49
370-164-13



Reference is hereby made to that certain map entitled "Proposed Boundary Map of the Community Facilities District No. 2005-1 (Public Services), City of Reedley, County of Fresno, State of California" filed the 12th day of October, 2005, at the hour of 4:00 o'clock p.m. in Book 41 of Maps of Assessment and Community Facilities District at page 58, (document no. 024171900) in the office of the County Recorder of the County of Fresno, State of California, which this Annexation Map affects.

Filed in the office of the City Clerk of the City of Reedley this ___th day of _____, 2023.

By: _____
Ruthie Greenwood, City Clerk

I hereby certify that the within map showing proposed boundaries of Annexation No. 21 to the City of Reedley Community Facilities District No. 2005-1 (Public Services), County of Fresno, State of California, was approved by the City Council of the City of Reedley, at a meeting thereof, held on the ___th day of _____, 2023, by its Resolution No. _____.

By: _____
Ruthie Greenwood, City Clerk

Filed this ___ day of _____, 2023, at the hour of _____ o'clock __.m., in the Book ___ Page ___ of Maps of Assessment and Community Facilities Districts and as Instrument No. _____ in the office of the County Recorder in the County of Fresno, State of California.

Paul Dictos By: Deputy County Recorder
County Recorder
County of Fresno
State of California

Note:

This diagram is only for the purpose of indicating the lots being assessed the assigned assessment numbers for said lots and the relationship to the surrounding streets.

For a detailed description of the lines and dimension of the lots, reference is made to the Fresno County Assessor's Maps for the fiscal year 2023-2024. For the information on the streets and other appurtenant lines and dimensions within the subdivided area reference is made to the filed tract maps.



27368 Via Industria #200
Temecula, CA 92590
(951)587-3500

Fresno County Assessor's Parcel Number of the land to be included in the Community Facilities District No. 2005-1 Annexation Map No. 21:
368-021-69S, 368-021-44S, 368-183-01, 368-183-02, 368-183-03,
368-350-17, 368-350-19, 368-350-31, 368-350-32, 368-350-33,
368-350-35, 370-030-49, 370-164-13

EXHIBIT B

City of Reedley Community Facilities District No. 2005-1
(Public Services)
Rate and Method of Apportionment of Special Tax

EXHIBIT B

CITY OF REEDLEY
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SAFETY/FIRE PROTECTION SERVICES & PARK MAINTENANCE)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A special tax shall be levied annually on each Parcel of land within the City of Reedley Community Facilities District No. 2005-1 (Public Services) (the "District"), and collected according to the Special Tax Liability determined by the City Council of the City of Reedley (the "City") or its designee through the application of the following procedures. All of the property within the District, unless otherwise exempted by law or the express provisions of the rate and method of apportionment expressed below, shall be taxed to the extent and in the manner provided below.

It is intended that all special taxes applicable to parcels be collected in the same manner and at the same time as ordinary ad valorem property taxes, and that special taxes so levied will be subject to the same penalties and procedures, sale and lien priority in case of delinquency as is provided for ad valorem taxes. Notwithstanding the foregoing, the City Council may direct the collection of the special taxes by direct billing of the affected property owners; it determines to do so by resolution of the City Council.

Categories of Special Taxes

Category I

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.

The Maximum Special Tax that may be levied annually on Taxable Property in Category I beginning with the Fiscal starting July 1, 2006 is as set forth in Table 1 below. 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 2006-07	
Category I	
Special Tax Per Dwelling Unit/Acre	
Development Type	Special Tax Rate
Single Family Residential (per dwelling unit)	\$740.00
Multi-Family Residential (per dwelling unit)	\$550.00
Non-Residential (per gross building square foot)	\$0.20

Affordable Housing (per dwelling unit)	\$370.00
Infill Non-Residential (per building square foot)	\$0.10

Category II

Category II includes each Parcel within the District that are 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, 2006 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 2006-07 Category II
Special Tax Per Net Developable Acre
\$600.00 per acre

Exempt Category

Each parcel owned by a public agency, right-of-way parcels, pipelines, common areas, private streets and parks, and open space lots not eligible for development shall be exempt from the levy of Special Tax.

Assignment to Categories and Levy of Annual Taxes

On or about July 1 of each year, but in any event in sufficient time to include the levy of the special taxes on the County's secured tax roll, the City Council or its designee shall determine the Tax Category for each Parcel within the District. Parcels subject to levy shall be determined based upon the records of the City building department and/or the Fresno County Assessor.

The City Council or its designee shall then determine the estimated Special Tax Liability for the Fiscal Year commencing such July 1 and the amount of special taxes to be levied on each Parcel as follows:

- Step 1:** Classify all Parcels that are Taxable Property in the District.
- Step 2:** Determine the maximum revenue which could be generated by Parcels classified as Category I by multiplying the total number of Dwelling Units for Developed Parcels classified as "Single Family Residential" by the Maximum Special Tax per Dwelling Unit for Parcels assigned to the Single Family Residential Category; and adding to that

maximum revenue which could be generated by multiplying the total number of Dwelling Units for Developed Parcels classified as "Multi-Family Residential" by the Maximum Special Tax per Dwelling Unit for Parcels assigned to the Multi-Family Residential Category; and adding to that maximum revenue which could be generated by multiplying the total number of Dwelling Units for Developed Parcels classified as "Affordable Housing" by the Maximum Special Tax per Dwelling Unit for Parcels assigned to the Affordable Housing Category; and adding to that the maximum revenue which could be generated by multiplying the total net developable acreage for Developed Parcels classified as "Non-Residential" by the Maximum Special Tax per gross building square foot for Parcels assigned to the Non-Residential Category; and adding to that the maximum revenue which could be generated by multiplying the total net developable acreage for Developed Parcels classified as "Infill Non-Residential" by the Maximum Special Tax per gross building square foot for Parcels assigned to the Infill Non-Residential Category.

Step 3: If the total revenue as calculated in Step 2 is greater than the Estimated Special Tax Liability for the Fiscal Year, reduce the Special Tax for each Parcel proportionately so that the special tax levy for the Fiscal Year is equal to the estimated Special Tax Liability for the Fiscal Year.

Step 4: If the total revenue as calculated in Step 2 is less than the estimated Special Tax Liability for the applicable Fiscal Year, including the funding of a reserve fund for the District equal to 100% of the estimated annual costs, a Special Tax shall be levied upon each Parcel classified as Category II. The annual Category II special tax shall be calculated as the lessor of:

(i) The estimated Special Tax Liability, less the total of funds generated for all Parcels under Step 2 above, divided by the total Net Developable Acreage for all Parcels assigned to Category II

or

(ii) the aggregate Maximum Special Tax Rate for all Parcels assigned to Category II

Notwithstanding the foregoing, in no event shall the aggregate Special Tax levied upon all Parcels for any given year be greater than the estimated Special Tax Liability, including a reserve fund equal to 100% of the estimated annual costs for the District, as determined by the City Council or its designee.

DEFINITIONS

Administrative Expenses means any or all of the following: the direct and indirect expenses incurred by the City in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the Special Taxes) including the fees and expenses of attorneys, any fees of the County related to the District or the collection of special taxes, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the District, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the District.

Affordable Housing means a dwelling unit that has been obligated by covenant to affordable housing for 25 or more years. If the covenant is released the property will be reclassified accordingly.

City means the City of Reedley.

County means the County of Fresno.

Developed Parcel means Taxable Property for which a foundation building permit or other form of building permit has been issued as of July 1 of the current Fiscal Year.

District means the City of Reedley Community Facilities District No. 2005-1 (Public Services).

Dwelling Unit means one single family home whether detached or attached and for multi-family structures means each unit designated for one-family occupancy.

Final Map means a recorded tract map or parcel map.

Fiscal Year means the period starting on July 1 and ending the following June 30.

Gross Acre or Gross Acreage is the acreage as shown on the County Assessor's parcel maps or if not shown on the Assessor's parcel maps the land area shown on the applicable recorded final map or other recorded documents.

Gross Building Square Foot or Gross Building Square Footage is the building square footage as shown on the building permit or other recorded documents on file with the City and/or County.

Infill Non-Residential developing or redeveloping parcels located within the City limits as of July 1, 2005 and classified as a non-residential use.

Maximum Special Tax means the maximum special tax that can be levied within the District by the City Council in any Fiscal Year for each parcel of real property subject to the

special tax, as determined by reference to the provisions of this rate and method of apportionment of special taxes.

Multi-Family Dwelling Unit (i.e. apartment unit) means a dwelling unit in a multi-family development.

Net Developable Acre or Net Developable Acreage means the acreage as shown on a recorded final map for a parcel, or as otherwise determined by the City by reference to other applicable documents.

Non-Residential means a building designated for a use other than residential.

Parcel means any Fresno County Assessor's Parcel or portion thereof that is within the boundaries of the District based on the equalized tax rolls of the County.

Public Parcel means any parcel owned by a public entity.

Reserve Fund means a reserve operating fund maintained to provide necessary cash flow for operations for the first six months of each Fiscal Year and a reasonable buffer, as determined by the City, against large variations in annual special tax amounts.

Single Family Dwelling Unit means a dwelling unit in a single family detached or single family attached building including a single family home, individual condominium, or town home.

Special Tax means the special tax or special taxes authorized to be levied within the District.

Special Tax Liability for any Fiscal Year is an amount sufficient to pay the costs of the District for each Fiscal Year, to include: (i) estimated costs of providing eligible services, and (ii) funding of the Reserve Fund.

Taxable Property is all real property within the boundaries of the District which is not exempt from the Special Tax pursuant to the law, except that the following property shall not be taxed: any acres of land owned, conveyed or irrevocably offered for dedication to a public agency, or land which is a public right of way or which is an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement, or other property described under the heading "Exempt Category" above.

A special tax shall be levied annually on each Parcel of land within the City of Reedley Community Facilities District No. 2005-1 (Public Services) (the "District"), and collected according to the Special Tax Liability determined by the City Council of the City of Reedley (the "City") or its designee through the application of the following procedures. All of the property within the District, unless otherwise exempted by law or the express provisions of the rate and method of apportionment expressed below, shall be taxed to the extent and in the manner provided below.

EXHIBIT C

NOTICE OF PUBLIC HEARING

City of Reedley
Community Facilities District No. 2005-1
(Public Services)
Annexation No. 21

Notice is hereby given by the City of Reedley (the "City") with respect to its Community Facilities District No. 2005-1 (Public Services) (the "CFD"), that on November 14, 2023 the City Council of the City, as the legislative body for the CFD, adopted a resolution entitled "Resolution Of The City Council Of The City Of Reedley Declaring Its Intention To Annex Territory (Annexation No. 21) To Community Facilities District No. 2005-1 (Public Services), Establishing A Date For The Public Hearing, And Authorizing The Levy Of Special Taxes Therein" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention, on file with the City Clerk of the City for further particulars. The following is a summary of the provisions of the Resolution of Intention.

Pursuant to the Resolution of Intention, the City Council determined that the public convenience and necessity require that certain territory, as more particularly described in the Resolution of Intention, be annexed to the existing CFD, all as provided in the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq., California Government Code) (the "Act"). The Resolution of Intention provides that the special taxes heretofore caused to be levied in the CFD shall be levied in the territory proposed to be annexed, subject to public hearing and landowner election proceedings as specified in the Act.

Notice is further given that Tuesday, January 9, 2024, at the hour of 7:00 o'clock p.m., in the regular meeting place of the City Council, City of Reedley, 845 "G" Street, Reedley, California, are the time and place when and where the City Council of the City, as the legislative body for the CFD, will conduct a public hearing on the annexation of the territory described in the Resolution of Intention to the CFD and finally consider and determine whether the public convenience and necessity require the annexation of said territory to the CFD and the levy of special taxes therein.

Notice is further given that at the hearing the testimony of all interested persons for and against the annexation of said territory to the CFD or the levying of special taxes within the territory proposed to be annexed will be heard. Accommodations in accordance with the Americans with Disability Act can be made by contacting the City Clerk.

Dated as of _____

By: _____
City Clerk, City of Reedley

PETITION AND WAIVER
REGARDING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO A
COMMUNITY FACILITIES DISTRICT

To the Honorable City Council
City of Reedley
1733 9th Street
Reedley, CA 93654

Re: Community Facilities District No. 2005-1 (Public Services)
Annexation No. 21

Members of the City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below and hereby requests that the City of Reedley (the "City") institute proceedings to annex territory, including the property identified below, to the City's Community Facilities District No. 2005-1 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq.*, California Government Code) (the "Act"), and hereby respectfully petitions and shows as follows:

1. The property identified below be annexed to the CFD, that a map of the annexation boundaries will be filed with the City Clerk, and that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of financing certain public improvements (and public services) previously approved for the CFD (the "Facilities") (and the "Services"), all as more particularly specified in the proceedings for the creation of the CFD and the levy of the special tax.
2. To proceed as quickly as possible with the annexation to the CFD, the levy of said special tax, and it being further understood that, there being fewer than twelve registered voters residing within the area to be annexed to the CFD, the undersigned being the only expected qualified elector(s) for the annexation, hereby waives all otherwise applicable time periods for the election and notices of the conduct by you of the election under the Act, including all ballot arguments and analysis under the Act.
3. In furtherance of this waiver, the election may be conducted by mailed or hand delivered ballot to be returned as quickly as possible to the

City Clerk of the City and that the results of said election be canvassed and reported to you as soon as possible.

Respectfully submitted as of this 25 day of September, 2023 by:

The properties that are the subject of this
Petition are Fresno County Assessor Parcel
No(s):

368-183-01
368-183-02
368-183-03

Name of owner of Record

Cipriano Yanez

and the property contains a total of
approximately 0.389 acres

By: Cipriano Yanez
Signer ID: GAULU2NS10...

Its: Owner

By: _____

Its: _____

Cipriano Yanez
6839 S. Buttonwillow Ave
Reedley, CA 93654

*The address of the above owner for
purposes of Receiving all notices and
ballots is:*

Indicate if different:

Proposed Boundary

The parcel map below shows APN(s) 368-183-01, 368-183-02 and 368-183-03 to be annexed into Community Facilities District No. 2005-1 (Public Services).



PETITION AND WAIVER

REGARDING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO A
COMMUNITY FACILITIES DISTRICT

To the Honorable City Council
City of Reedley
1733 9th Street
Reedley, CA 93654

Re: Community Facilities District No. 2005-1 (Public Services)
Annexation No. 21

Members of the City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below and hereby requests that the City of Reedley (the "City") institute proceedings to annex territory, including the property identified below, to the City's Community Facilities District No. 2005-1 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq.*, California Government Code) (the "Act"), and hereby respectfully petitions and shows as follows:

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2. To proceed as quickly as possible with the annexation to the CFD, the levy of said special tax, and it being further understood that, there being fewer than twelve registered voters residing within the area to be annexed to the CFD, the undersigned being the only expected qualified elector(s) for the annexation, hereby waives all otherwise applicable time periods for the election and notices of the conduct by you of the election under the Act, including all ballot arguments and analysis under the Act.
3. In furtherance of this waiver, the election may be conducted by mailed or hand delivered ballot to be returned as quickly as possible to the

City Clerk of the City and that the results of said election be canvassed and reported to you as soon as possible.

Respectfully submitted as of this 27 day of SEPTEMBER, 2023 by:

The properties that are the subject of this Petition are Fresno County Assessor Parcel No(s):

368-350-17
368-350-31
368-350-32
368-350-33

and the property contains a total of approximately 44.45 acres

Name of owner of Record

Otani Properties

Otani Properties
By: PHD, LLC
[Signature], MGR (HIDOKI OTANI, MGR)
Its: MGR

By: _____
Its: _____

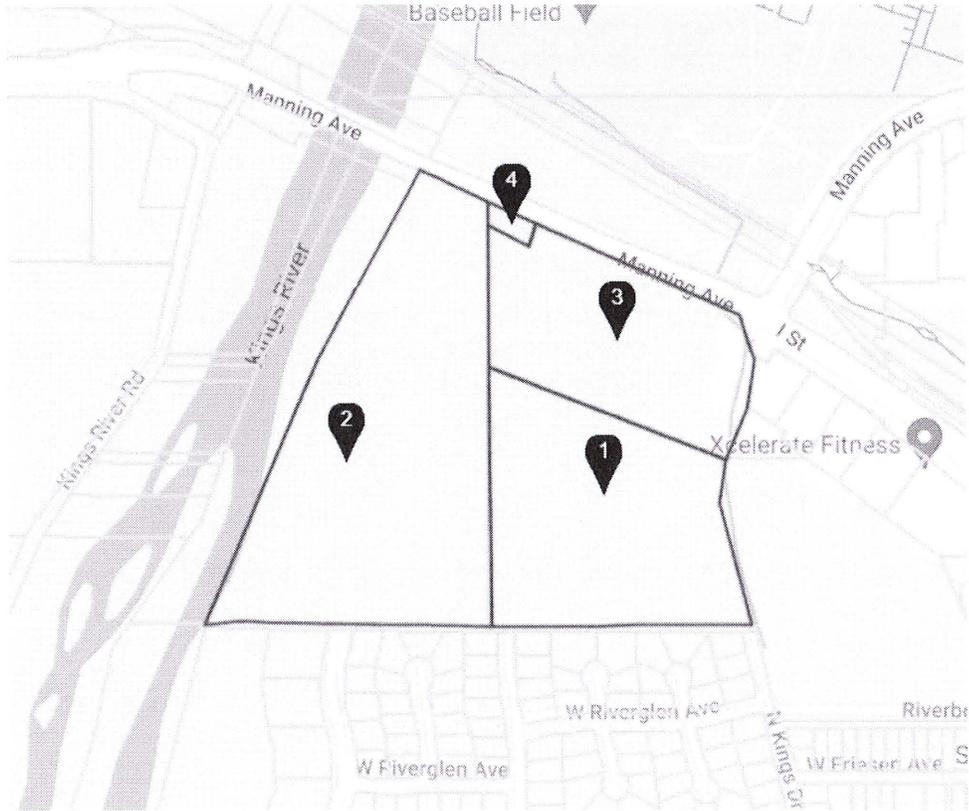
Otani Properties
P.O. Box 790
Reedley, CA 93654

The address of the above owner for purposes of Receiving all notices and ballots is:

Indicate if different:

Proposed Boundary

The parcel map below shows APN(s) 368-350-17, 368-350-31, 368-350-32, and 368-350-33 to be annexed into Community Facilities District No. 2005-1 (Public Services).



PETITION AND WAIVER

REGARDING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO A
COMMUNITY FACILITIES DISTRICT

To the Honorable City Council
City of Reedley
1733 9th Street
Reedley, CA 93654

Re: Community Facilities District No. 2005-1 (Public Services)
Annexation No. 21

Members of the City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below and hereby requests that the City of Reedley (the "City") institute proceedings to annex territory, including the property identified below, to the City's Community Facilities District No. 2005-1 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq.*, California Government Code) (the "Act"), and hereby respectfully petitions and shows as follows:

1. The property identified below be annexed to the CFD, that a map of the annexation boundaries will be filed with the City Clerk, and that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of financing certain public improvements (and public services) previously approved for the CFD (the "Facilities") (and the "Services"), all as more particularly specified in the proceedings for the creation of the CFD and the levy of the special tax.
2. To proceed as quickly as possible with the annexation to the CFD, the levy of said special tax, and it being further understood that, there being fewer than twelve registered voters residing within the area to be annexed to the CFD, the undersigned being the only expected qualified elector(s) for the annexation, hereby waives all otherwise applicable time periods for the election and notices of the conduct by you of the election under the Act, including all ballot arguments and analysis under the Act.
3. In furtherance of this waiver, the election may be conducted by mailed or hand delivered ballot to be returned as quickly as possible to the

City Clerk of the City and that the results of said election be canvassed and reported to you as soon as possible.

Respectfully submitted as of this 25th day of September, 2023 by:

The properties that are the subject of this
Petition are Fresno County Assessor Parcel
No(s):

368-021-44S
368-021-69S

and the property contains a total of
approximately 1.71 acres

Name of owner of Record

Surf Thru, Inc



By: Todd Gall

Its: Secretary

By: _____

Its: _____

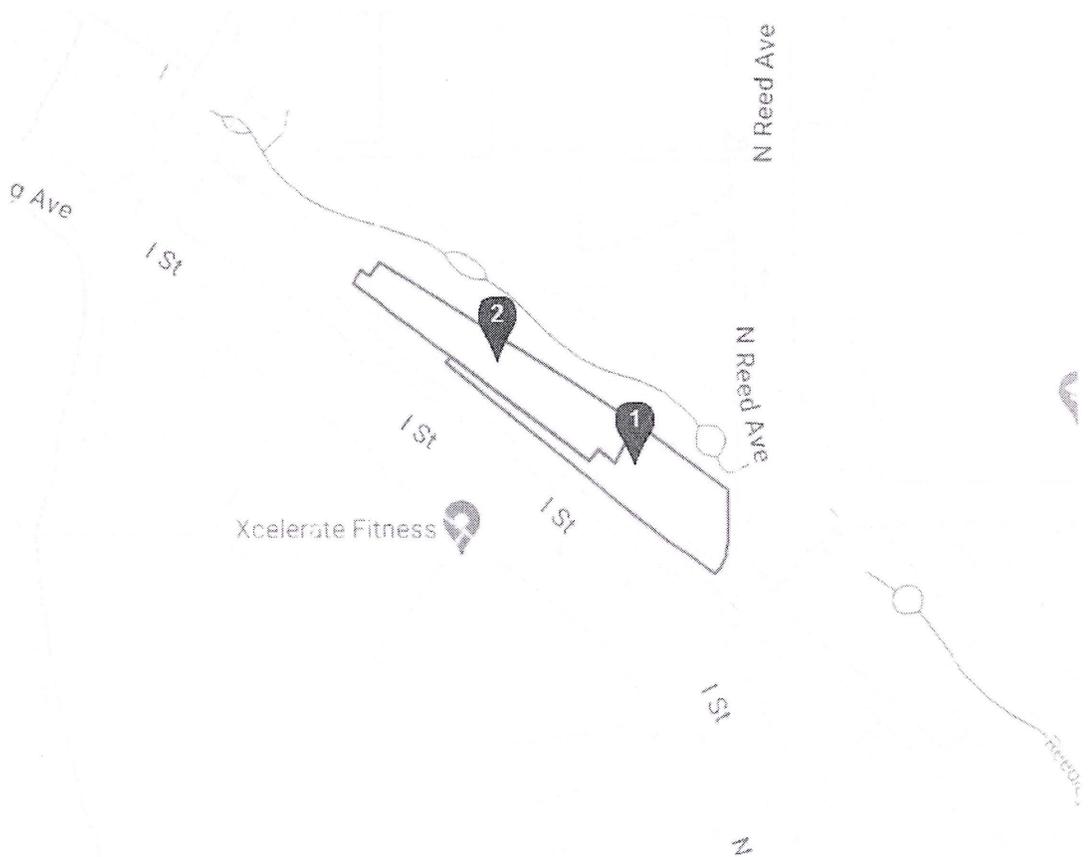
Surf Thru. Inc
c/o Todd Gall
11837 Bolthouse Drive, Suite 400
Bakersfield, CA 93311

*The address of the above owner for
purposes of Receiving all notices and
ballots is:*

Indicate if different:

Proposed Boundary

The parcel map below shows APN(s) 368-021-44S and 368-021-69S to be annexed into Community Facilities District No. 2005-1 (Public Services).



PETITION AND WAIVER

REGARDING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO A
COMMUNITY FACILITIES DISTRICT

To the Honorable City Council
City of Reedley
1733 9th Street
Reedley, CA 93654

Re: Community Facilities District No. 2005-1 (Public Services)
Annexation No. 21

Members of the City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below and hereby requests that the City of Reedley (the "City") institute proceedings to annex territory, including the property identified below, to the City's Community Facilities District No. 2005-1 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq.*, California Government Code) (the "Act"), and hereby respectfully petitions and shows as follows:

1. The property identified below be annexed to the CFD, that a map of the annexation boundaries will be filed with the City Clerk, and that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of financing certain public improvements (and public services) previously approved for the CFD (the "Facilities") (and the "Services"), all as more particularly specified in the proceedings for the creation of the CFD and the levy of the special tax.
2. To proceed as quickly as possible with the annexation to the CFD, the levy of said special tax, and it being further understood that, there being fewer than twelve registered voters residing within the area to be annexed to the CFD, the undersigned being the only expected qualified elector(s) for the annexation, hereby waives all otherwise applicable time periods for the election and notices of the conduct by you of the election under the Act, including all ballot arguments and analysis under the Act.
3. In furtherance of this waiver, the election may be conducted by mailed or hand delivered ballot to be returned as quickly as possible to the

City Clerk of the City and that the results of said election be canvassed and reported to you as soon as possible.

Respectfully submitted as of this 17th day of October, 2023 by:

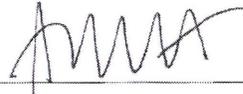
The properties that are the subject of this
Petition are Fresno County Assessor Parcel
No(s):

368-350-35
368-350-19

Name of owner of Record

Allision Otani Hosoda, as Trustee of the
Allision Otani Living Trust

and the property contains a total of
approximately 14,400 acres

By: 

Its: trustee

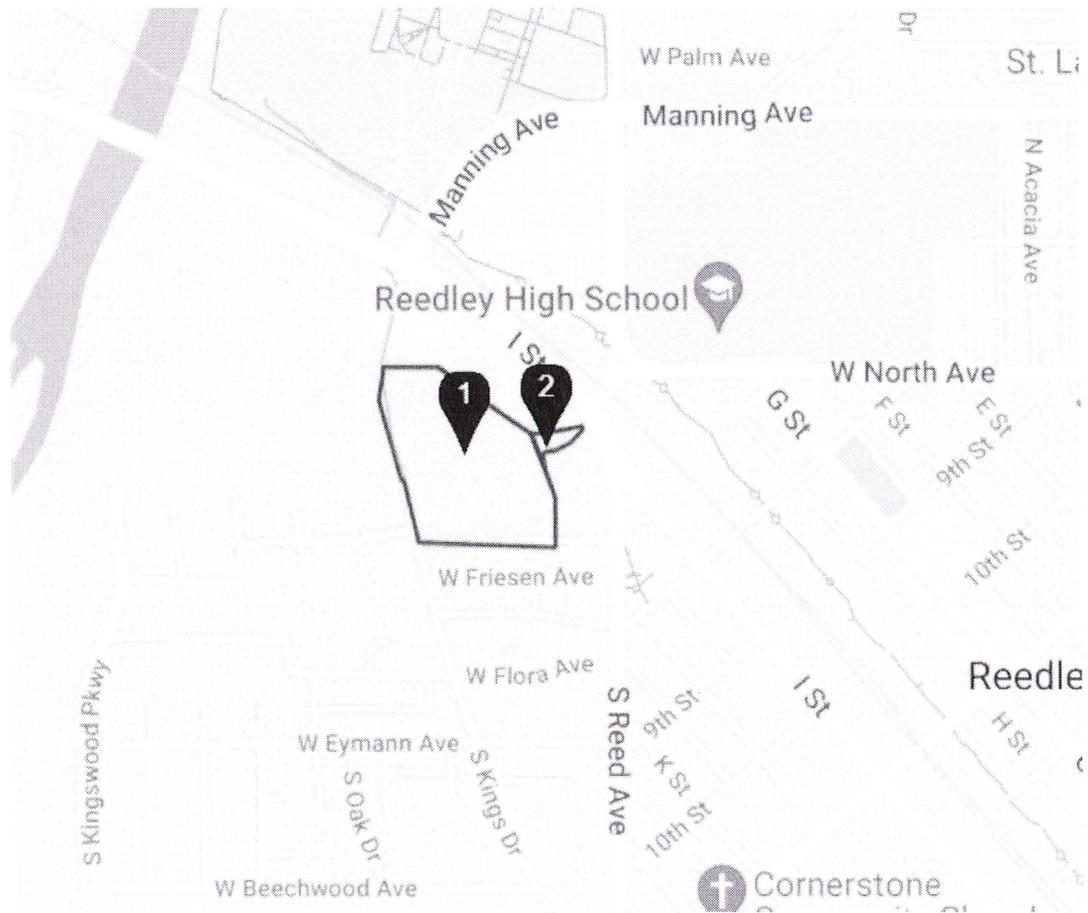
Allision Otani Hosoda
PO Box 790
Reedley, CA 93654

*The address of the above owner for
purposes of Receiving all notices and
ballots is:*

Indicate if different:

Proposed Boundary

The map below shows APN(s) 368-350-35 and 368-350-19 to be annexed into Community Facilities District No. 2005-1 (Public Services).





25 de septiembre de 2023

Moises Hernandez Tafoya
240 Hadar Ave
Parlier, CA 93648

Asunto: *formulario de Petición y renuncia y mapa de la ciudad de Reedley anexión No. 21 al distrito de instalaciones comunitarias No. 2005-1 (Servicios Públicos)*

Estimado propietario,

Se adjunta el formulario de petición y renuncia con el mapa de parcelas propuesto para el desarrollo ubicado en el Número de Parcela del asesor **370-164-13**. Este documento es para la Anexión No. 21 al distrito de instalaciones comunitarias No. 2005-1 (Servicios Públicos) (en el "CFD") de la ciudad de Reedley. El formulario de petición adjunto se refiere a la parcela mostrada en el mapa propuesto de anexión de parcelas.

Tenga en cuenta que la dirección a la que se enviará la boleta es:

Moises Hernandez Tafoya
240 Hadar Ave
Parlier, CA 93648

Sí es necesario enviarlo a una dirección diferente, anótelos en la segunda página del formulario de petición adjunto.

El formulario debe ser firmado por el propietario y devuelto a la Ciudad en el sobre provisto para su conveniencia.

Si tiene alguna pregunta, llame al (951) 972-8106.

Respetuosamente,
WILLDAN FINANCIAL SERVICES

A handwritten signature in black ink that reads 'Chonney Gano'.

Chonney Gano
Gerente de Proyecto
(artículos incluidos)



PETICIÓN Y RENUNCIA

SOBRE LOS PROCEDIMIENTOS DE ANEXIÓN DE TERRITORIO A UN DISTRITO DE INSTALACIONES COMUNITARIAS

Al Honorable Concejo de Ciudad
Ciudad de Reedley
1733 9th Street
Reedley, CA 93654

Asunto: Distrito de Instalaciones Comunitarias No. 2005-1 (Servicios Públicos),
Anexión No. 21

Miembros del Concejo de Ciudad:

El firmante de este documento es el propietario (o su representante debidamente autorizado) de todos los bienes identificados a continuación y por la presente se le solicita que la Ciudad de Reedley (la "Ciudad") inicie procedimientos para anexar territorio, incluyendo la propiedad identificada a continuación, al Distrito de Instalaciones Comunitarias de la Ciudad No. 2005-1 (Servicios Públicos) (el "CFD") promulgado por Mello-Roos Community Facilities Act de 1982, en su forma enmendada (Secciones 53311, et seq., California Government Code) (el "Act"), por la presente y, respetuosamente solicita y muestra lo siguiente:

1. La propiedad identificada a continuación se anexará al Distrito, el cual es representado en un mapa el cual indica los límites de anexión y será archivado ante el secretario de la ciudad conforme a las medidas necesarias que usted tomará para completar dicha anexión al CFD con el propósito de cobrar un impuesto especial con el propósito de financiar ciertas mejoras públicas (y servicios públicos) previamente aprobado por el CFD (las "Mejoras") (y los "Servicios"), todo como se especifica más particularmente en los procedimientos para la creación del CFD y la recaudación del impuesto especial.
2. Para proceder lo más pronto posible con la anexión al CFD, y la recaudación de dicho impuesto especial, siendo entendiendo que habiendo menos de doce (12) electores registrados residentes dentro del área la cual será anexada al CFD, el firmante es el único elector(es) calificado(s) anticipado(s) para la anexión, y por la presente renuncia a todos los períodos de tiempo aplicables para la elección y avisos de la conducta de usted de la elección en virtud a la ley, incluyendo todos los argumentos y análisis de la boleta electoral según la ley.
3. Por cumplimiento de esta renuncia, la elección podrá realizarse mediante a la boleta enviada por correo o entregada personalmente para ser devuelta lo antes posible al secretario de la ciudad para que los resultados de dicha elección sean analizados y reportados a usted lo antes posible.

Respetuosamente presentado a partir de este 31 día de OCTUBRE, 2023 por:

Las propiedades sujetas a esta petición son números de parcela(s) dentro del Condado de Fresno:

370-164-13

y la propiedad contiene un total de aproximadamente 0.147 acres

Nombre del propietario del registro:

Moises Hernandez Tafoya

Por:



Es: _____

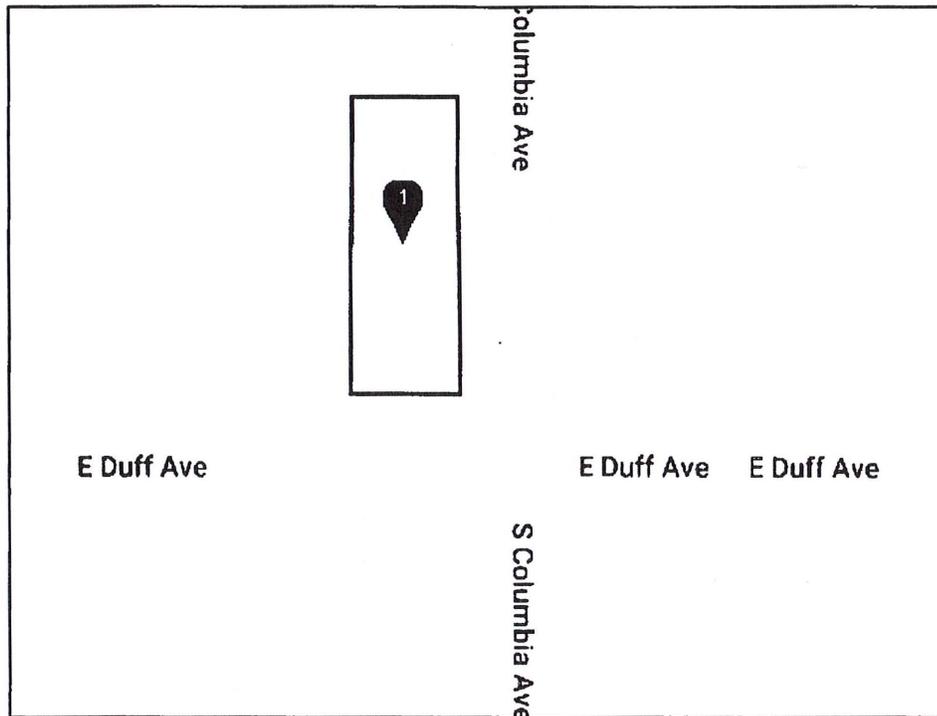
Moises Hernandez Tafoya
240 Hadar Ave
Parlier, CA 93648

La dirección del propietario de antemano con el propósito de efectuar los avisos y boletas es:

Indique si es diferente:

Limite Propuesto

El mapa propuesto abajo, demuestra parcela No. 370-164-13 la cual será anexada al Distrito de Instalaciones Comunitarias No. 2005-1 (Servicios Públicos)





September 25, 2023

D & L Lowe, LP
147 S Kingswood Pkwy
Reedley, CA 93654

**RE: *Petition and Waiver Form and Map for City of Reedley
Annexation No. 21 into Community Facilities District No. 2005-1
(Public Services)***

Dear Property Owner,

Enclosed is the petition and waiver form with the proposed parcel map for your development located on Assessor's Parcel Number 370-030-49. This document is for Annexation No. 21 into Community Facilities District No. 2005-1 (Public Services) (the "CFD") of the City of Reedley. The enclosed petition form relates to the parcel as shown on the proposed annexation parcel map.

Please note that the address that the ballot will be sent to is:

D & L Lowe, LP
147 S Kingswood Pkwy3
Reedley, CA 93654

If it needs to be sent to a different address, please note it on the second page of the enclosed petition form.

The form should be signed by the property owner and returned to the City in the envelope provided for your convenience.

If you have any questions, please call me at (951) 972-8106.

Respectfully submitted,
WILLDAN FINANCIAL SERVICES

A handwritten signature in black ink that reads 'Chonney Gano'.

Chonney Gano
Project Manager

Enclosures

PETITION AND WAIVER
REGARDING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO A
COMMUNITY FACILITIES DISTRICT

To the Honorable City Council
City of Reedley
1733 9th Street
Reedley, CA 93654

Re: Community Facilities District No. 2005-1 (Public Services)
Annexation No. 21

Members of the City Council:

The undersigned is the owner (or duly authorized representative thereof) of all of the real property identified below and hereby requests that the City of Reedley (the "City") institute proceedings to annex territory, including the property identified below, to the City's Community Facilities District No. 2005-1 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq.*, California Government Code) (the "Act"), and hereby respectfully petitions and shows as follows:

1. The property identified below be annexed to the CFD, that a map of the annexation boundaries will be filed with the City Clerk, and that you take all steps necessary to complete the annexation to the CFD and to levy a special tax therein for the purpose of financing certain public improvements (and public services) previously approved for the CFD (the "Facilities") (and the "Services"), all as more particularly specified in the proceedings for the creation of the CFD and the levy of the special tax.
2. To proceed as quickly as possible with the annexation to the CFD, the levy of said special tax, and it being further understood that, there being fewer than twelve registered voters residing within the area to be annexed to the CFD, the undersigned being the only expected qualified elector(s) for the annexation, hereby waives all otherwise applicable time periods for the election and notices of the conduct by you of the election under the Act, including all ballot arguments and analysis under the Act.
3. In furtherance of this waiver, the election may be conducted by mailed or hand delivered ballot to be returned as quickly as possible to the

City Clerk of the City and that the results of said election be canvassed and reported to you as soon as possible.

Respectfully submitted as of this 11 day of Oct, 2023 by:

The properties that are the subject of this
Petition are Fresno County Assessor Parcel
No(s):

370-030-49

and the property contains a total of
approximately 4.48 acres

Name of owner of Record

D & L Lowe, LP

By: *D Lowe*

Its: _____

By: _____

Its: _____

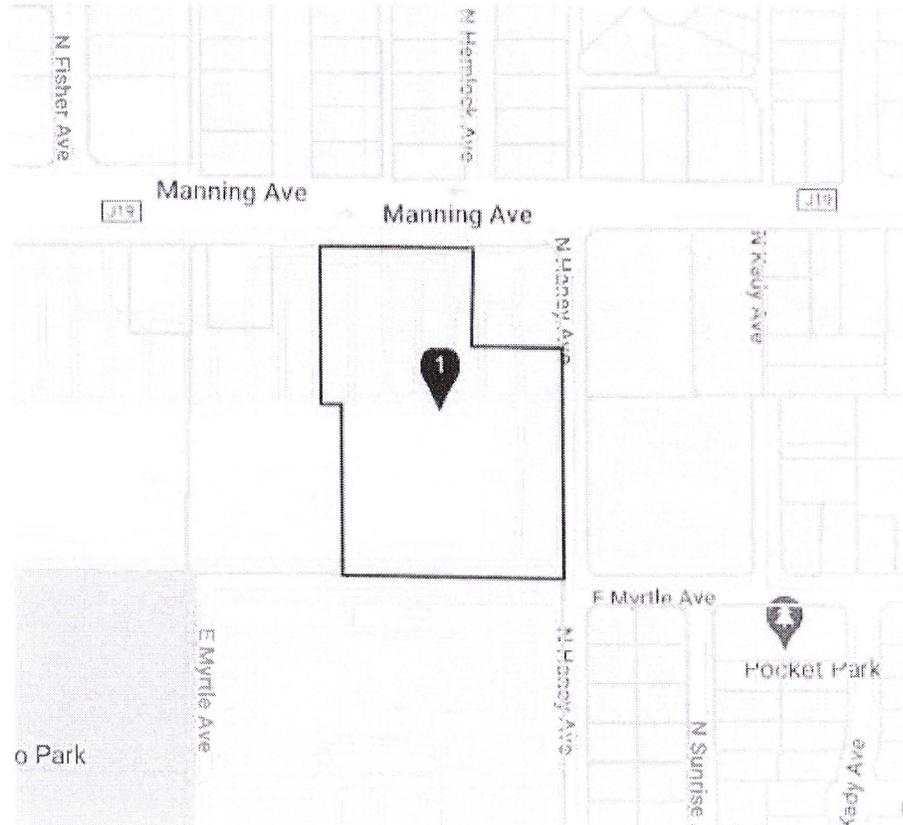
D & L Lowe, LP
147 S. Kingswood Pkwy
Reedley, CA 93654

*The address of the above owner for
purposes of Receiving all notices and
ballots is:*

Indicate if different:

Proposed Boundary

The parcel map below shows APN 370-030-49 to be annexed into Community Facilities District No. 2005-1 (Public Services).





REEDLEY CITY COUNCIL

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

ITEM NO: 12

DATE: November 14, 2023

TITLE: ADOPT RESOLUTION NO. 2023-085 AUTHORIZING THE GRANT APPLICATION TO THE CALIFORNIA NATURAL RESOURCES AGENCY URBAN GREENING GRANT PROGRAM FOR IMPROVEMENTS TO THE REEDLEY COMMUNITY PARKWAY

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Adopt Resolution No. 2023-085 authorizing staff to submit a grant application and supporting documents for the California Natural Resources Agency Urban Greening Grant Program with the State of California, with the intention of securing grant funding for further improvements to the Reedley Community Parkway between Dinuba and Buttonwillow avenues.

EXECUTIVE SUMMARY

The California Natural Resources Agency Urban Greening Grant Program prioritizes projects that provide park or recreational benefits to a critically underserved or disadvantaged community, and develops partnerships with local community organizations and businesses to strengthen outreach to disadvantaged communities, provides access to quality jobs within disadvantaged communities, or provides access to workforce education and training. Competitive projects will maximize opportunities to reduce greenhouse gas emissions. Eligible projects may acquire, create, enhance, or expand community parks/green spaces, and examples include recreational trails, urban heat island mitigation, and enhancing tree canopy/shade trees.

Staff have identified an underdeveloped section of the Community Parkway (Rail to Trail) between Dinuba and where the trail ends at the back of the Sports Park as a good fit for this grant program. The project scope would include solar trail lighting along this section, not to include a small area on Huntsman which is already lighted with streetlights. The grant application also includes the addition of 50-60 shade trees, irrigation system improvements, benches, and picnic tables between the section of Dinuba and Buttonwillow. The shade trees would be a welcome addition during spring and summer months, and the solar lighting would be well utilized during the shorter days of the fall and winter seasons. Staff have also reached out to Tree Fresno, a previous partner on several tree planting projects, and they are very interested in working with the City to provide consultation and tree stock to the project. The total cost of these improvements and project oversight is approximately \$500,000.

BACKGROUND

The Urban Greening Program funds projects that reduce greenhouse gases by sequestering carbon, decreasing energy consumption, and reducing vehicle miles traveled, while also transforming the built environment into places that are more sustainable, enjoyable, and effective in creating healthy and vibrant communities.

Development of the Reedley Community Parkway started in 1997 and is currently three miles long and runs from the Reedley Sports Park through the heart of town, ending at the Kings River by Reedley College. The Community Parkway is one of the jewels of Reedley which is utilized by many. Portions of the trail are lined with trees, lighting, park benches and picnic tables. The Community Parkway provides opportunities for community involvement with the adopt a trail program which started in 2013 and multiple tree planting events.

FISCAL IMPACT

The available funding this round is \$23.7 million. If the \$500,000 request is successful, the City would be reimbursed for 100% of eligible grant expenses.

ATTACHMENTS

Resolution No. 2023-085

Site Plan

RESOLUTION NO. 2023-085

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AUTHORIZING THE GRANT APPLICATION TO THE CALIFORNIA NATURAL
RESOURCES AGENCY URBAN GREENING GRANT PROGRAM FOR
IMPROVEMENTS TO THE REEDLEY COMMUNITY PARKWAY**

WHEREAS, The Urban Greening Program funds projects that reduce greenhouse gases by sequestering carbon, decreasing energy consumption, and reducing vehicle miles traveled, while also transforming the built environment into places that are more sustainable, enjoyable, and effective in creating healthy and vibrant communities; and

WHEREAS, The California Natural Resources Agency Urban Greening Grant Program prioritizes projects that provide park or recreational benefits to a critically underserved or disadvantaged community, and develops partnerships with local community organizations and businesses to strengthen outreach to disadvantaged communities, provides access to quality jobs within disadvantaged communities, or provides access to workforce education and training; and

WHEREAS, City staff have identified an underdeveloped, but highly utilized, section of the Reedley Community Parkway between Dinuba and where the trail ends at the back of the Reedley Sports Park that would be greatly enhanced from the addition of 50-60 shade trees, irrigation system improvements, benches, and picnic tables (Dinuba and Buttonwillow) and solar trail lighting; and

WHEREAS, the City Council of the City of Reedley supports the use of grant funds for this project and is eligible to apply for and to receive State funding through the California Natural Resources Agency Urban Greening Grant Program; and

WHEREAS, the City of Reedley has a long history of working with community partners, and executing projects within budget and allotted timelines; and

WHEREAS, the City Council of the City of Reedley wishes to authorize the City Manager or designee to apply for grant funds, and execute all required documentation and any amendments thereto.

NOW, THEREFORE, BE IT RESOLVED THAT by the City Council authorize the City Manager or designee, to apply on behalf of the City of Reedley to the California Natural Resources Agency Urban Greening Grant Program.

APPROVED AND PASSED this 14th day of November 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



Proposed Solar Light
Proposed Tree



Proposed Solar Light

Existing Light



REEDLEY CITY COUNCIL

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

ITEM NO: 13

DATE: November 14, 2023

TITLE: RECOMMENDATION OF REJECTION OF CLAIM – Universal Meditech, Inc.

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

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

RECOMMENDATION

That the City Council reject the attached claim received from an attorney representing Universal Meditech, Inc.

BACKGROUND

According to the Claim Form filed by Thomas Business Law Group, P.C., on behalf of Universal Meditech, Inc. (claimant), the City unlawfully seized and/or destroyed assets valued at \$30 million owned by the claimant and located at 850 I Street in Reedley.

Staff recommends a complete rejection of the claim. 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 staff to take appropriate action to resolve the claim in a timely manner.

ATTACHMENTS

Claim Form and submitted attachments

Claim for Damages

City of Reedley

Name of Claimant (Injured or damaged party)	Universal Meditech Inc
---	------------------------

Business Address and Telephone Number	850 I Street		
	Number and Street Address		
	Reedley	CA	93654
	City	State	Zip Code
Telephone Number (559)653-8885			

Attorney Address and Telephone Number	Thomas Business Law Group, P.C. 17800 Castleton Street, Suite 600		
	Number and Street Address		
	City of Industry	CA	91748
	City	State	Zip Code
	Telephone Number (626) 771-1005		

Where would you like notices sent?	<input type="checkbox"/> Business <input checked="" type="checkbox"/> Attorney
---	--

When did the injury or damage occur?	04 / 12 / 2023		<input type="checkbox"/> AM <input type="checkbox"/> PM
	Month/Day/Year	Day of Week	Time of Day

Where did the injury or damage occur?	850 I Street, Reedley CA 93654
	Street address, intersection or other location

How did the injury or damage occur?	Unlawful seizure by city officials
	See Attached Exhibit A

Names and telephone numbers of witnesses	Jesalyn Harper	(559)318-6113
		() -
		() -

Names of City employees involved	Jesalyn Harper

Police Agency and Police Report Number	
	Name of Police Agency Report Number

What action or inaction of the City or its employee(s) caused your injury or damages?	Wrongful Seizure
	Destructions of over 1000 Pure Bred Mice without cause
	Destructions of over 100 tons assets
	See Attached Exhibit A

What injuries or damages did you suffer?	Huge Financial loss of assets
	Irreparable harm in excess of \$30,000,000
	See attached Exhibit B

Total amount claimed	\$30,000,000
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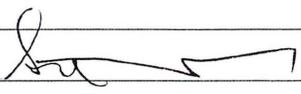
Signature: 		Date (month/day/year) 10/11/2023	
Stephen J. Thomas			
(Type or Print name)			
Thomas Business Law Group, P.C., 17800 Castleton Street, Suite 600, City of Industry,		CA	91748
Number and Street Address		City	State Zip Code
Relationship to Claimant Attorney		Telephone Number: (626)771-1005	

EXHIBIT A

Case Summary

UMI has been legally and compliantly operating and producing in Central California for 7 years from 2015 to 2022. Three years in Tulare City and more than four years in Fresno City.

In 2021, in keeping with future requirements of regulation and development for the manufacture of medical in vitro diagnostic devices, UMI designed a brand new factory building of nearly 20,000 square feet near Yosemite International Airport, and signed a contract with the local builder for construction in April 2022. It planned to move in in May 2023.

As to UMI's 5-year lease (2018-2023) conflicts with the landlord during 2021 and 2022 in Fresno city, provoked court proceedings. In order to avoid further intensification of the legal fight, an agreement was finally reached, UMI moved 8 months in advance, and the two parties would not pursue the responsibility for breach of contract. Otherwise, the landlord will have to apply to the court for eviction proceedings.

Accordingly, UMI was forced to rent a temporary warehouse. After an urgent search, UMI finally rented 850 I St in Reedley for half a year, and completed the move between November 15th and 20th, 2022.

Almost immediately, the Reedley municipal management department, and the urban management personnel continued to check and harass. From March onwards, the Temporary warehouse was completely sealed up. At the same time, Local officers reported to the federal FDA, CDC, state public health and medical device management departments, and county public health management departments. As a result, these departments have repeatedly carried out onerous inspections and investigations on the temporary warehouse.

Between April 15th and 20th, the Reedley urban management department wrongfully destroyed more than 1,000 precious purebred experimental mice without any notice or cause. After the destruction, they officially notified UMI on April 21. This destruction went beyond the authority granted by the warrant

The Fresno County Public Health Department applied to the court for a warrant on June 26 on the grounds that the fabricated 850 temporary warehouse contained a large number of viruses and bacteria that seriously endangered public health. This was a lie. On one day's notice, on July 3, all biological assets stored in refrigerators and freezers were destroyed from July 5th to 8th, and company representatives were not allowed to observe and collect evidence on site. Prior to this, the UMI company had sent emails to inform all executives of the department many times, and filed an appeal with the local municipal government, trying its best to inform them that the value of these assets planned to be destroyed is extremely huge, and not only have no Infection agents that

endangers public health, but also many of these biological assets are non-reproducible biological assets for the detection of numerous infectious diseases. There is no reason or basis for the local government to action. The seizure and destruction went beyond the authority granted by the warrants.

It appears that the relevant departments of the local city government and county government will further destroy other biochemical assets stored at room temperature, and up to now, company personnel have not been allowed to enter.

Although the new factory building expected to be moved in May has been built, the local municipal inspection department has delayed the approval because UMI/PBI will be the tenant. The improper seizure and unauthorized law enforcement activities, as well as the resulting local public media, which published many false and distorted reports and information, led to the inability to carry out the relocation of the new factory building. The landlord gave formal notice of unilateral cancellation of the lease agreement in mid-August.

The economic loss to the company appears to exceed \$50,000,000.00.

EXHIBIT B

Evaluation of biological assets at 850 I st temporary warehouse

The core biotechnology materials and valuable reagents stored in the 850 I ST temporary warehouse are divided into the following 10 categories. The specific description and valuation are as follows:

1, Estimate of more than 1,000 purebred Balb/C mice.

On the website provided by American Laboratory Animals, the price of a mouse about three months old is about \$50 plus shipping, and should be at least about \$60.

According to our statistics at the time, there should be about 1,200 mice. So the total value should be $1200 \times 60 = 72000$ US dollars.

2. Estimation of dozens of purebred experimental mice that are particularly resistant to tumor cells. Such pure-line mice with anti-tumor properties are simply not available on the market. It is a precious mouse obtained after several years of screening and breeding in the laboratory, and it plays a very important role in anti-tumor research. You should find a professional evaluation agency to demonstrate its value. Here, tentatively based on the potential price of this project, the entire group is valued at \$600,000.

3, An estimate of more than 3,000 monoclonal antibody frozen cell lines.

In addition to the development of **UMI**, many of these precious monoclonal antibody cells are the crystallization of more than ten years of research and development results from six companies including **NIM**, **IDI**, **Guangdi**, **Amity**, **Betray Bio**, and **Cybers Bio**. Cell lines must be stored in a low-temperature refrigerator below -80 degrees Celsius. Each strain of cells is stored in a sealed cryopreservation tube, and 100 cryopreservation tubes are stored in a cryopreservation box.

According to the storage list provided by **UMI**, there should be about 80 boxes of frozen storage boxes in the seed cells, that is, 8,000 cell lines. Each cell line should have 2~3 copies, so it is conservatively estimated that there should be 2000-3000 cell lines. In addition, there are 500-600 cell lines for production, which have much more cells than the seed cell lines, and are placed in larger closed test tubes for the production of mouse ascites.

The aforementioned seed cell lines and production cell lines are hardly available in the public market. Even if it is bought and transferred, it will be a sky-high price. At least it should be more than 100,000 US dollars per cell line. Therefore, how to evaluate the value really needs to find a professional evaluation company to provide a template acceptable to the court. Even if we give the most conservative valuation here, the seed cell line is calculated at 10,000 US dollars, and the production cell line is calculated at 50,000 US dollars, the overall value will exceed 30 million US dollars.

4, Valuation of more than 300 recombinant genetically engineered strains.

The storage conditions of the recombinant genetically engineered strains are similar to those of the above monoclonal antibody cell strains. It must be stored at ultra-low temperature.

They are the core technical materials for the expression and production of various immunodiagnostic antigens (HIV HCV HBV Syphilis Malaria etc) and genetic engineering pharmaceuticals (recombinant insulin, recombinant EPO, recombinant reteplase, recombinant interferon etc).

The valuation of this part of the core technical materials of engineering bacteria. It is also more difficult to make, because there is no public market price, and it is the core technical secret for related medical testing and pharmaceutical companies. However, professional appraisal companies must have more practical appraisal plans.

We are making the most conservative estimate here. Even if a class of engineered strains costs US\$100,000, the overall value should be more than US\$10 million.

5, Hundreds of kinds of monoclonal antibody ascites and purified antibodies, about 500MLx600 bottles=300000ML. Based on an average of 3 mg per ml, the overall estimate is 900,000 mg.

Based on the minimum market price of 10 US dollars per mg, the total value should be more than 9 million US dollars.

6, Goat and cattle anti-mouse antibody serum and purified anti-antibody 1000MLx1 50 bottles = 150000ML, calculated on the basis of 2 mg effective anti-antibody per ml, there should be 300,000 mg. The market price per mg is calculated at a minimum of 3 US dollars, and the total value should be 900,000 US dollars.

7, Inclusion bodies expressed by recombinant genetically engineered bacteria and purified antigen 500MLx800 bottles=500000ML. The market price of this part varies greatly. Among them, the effective antigen content also varies greatly according to the situation of each production expression. Even according to the minimum 2mg/ml, there are 1 million mg. The market value per mg is at least US\$10, so the total value must exceed US\$10 million.

8, Hundreds of gold-labeled monoclonal antibody antigens and enzyme-labeled monoclonal antibody antigens. The quantity and type of this part are still being checked. An estimate is due later this week. The estimated valuation is around US\$1 million.

9, Due to the large variety of various expensive biochemical and immunological reagents, it will take several weeks to re-evaluate according to the specific quantity and current price. For the time being, it will be calculated at 2 million US dollars. What needs to be pointed out is that these reagents are not just stored in the refrigerator, there are quite a few at room temperature, and we don't know if all of them have been destroyed.

10, Various detection standards. Including international standards and standards of various countries. This part of the data is also being reorganized. Although the quantity is not as many as the first nine categories, as legal standard products, the market price is extremely expensive. The valuation is tentatively set at US\$500,000.

The extent of the actual damage cannot be ascertained accurately at this time because UMI has been locked out of the warehouse.



REEDLEY CITY COUNCIL

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

ITEM NO: 14

DATE: November 14, 2023

TITLE: CONSIDERATION OF ITEMS PERTAINING TO REHANGING THE FIVE MURALS WHICH WERE REMOVED FROM THE ROYAL VALLEY BUILDING AND RELOCATING THE MURALS TO THE REEDLEY PARKWAY

- A) APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE THE SPECIAL INITIATIVE GRANT AGREEMENT WITH SIERRA KINGS HEALTH CARE DISTRICT
- B) ADOPT RESOLUTION NO. 2023-083 AMENDING THE 2023-24 CITY OF REEDLEY ADOPTED BUDGET APPROPRIATING \$7,000 IN THE GENERAL FUND TO COVER THE COSTS ASSOCIATED WITH THE MATERIALS TO FABRICATE FRAMES FOR THE MURALS

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Consideration of items pertaining to rehanging the five murals which were removed from the Royal Valley Building and relocating the murals to the Reedley Parkway A) Approve and authorize City Manager to execute the Special Initiative Grant Agreement and any pertaining documents with Sierra Kings Health Care District and B) Adopt Resolution NO. 2023-083 amending the 2023-24 City of Reedley Adopted Budget appropriating \$7,000 in the General Fund to cover costs associated with the materials to fabricate frames for the five murals

EXECUTIVE SUMMARY

Since the destruction of the Royal Valley Building, which used to stand behind City Hall, the five murals which hung on the back of the building have been stored at the City of Reedley Public Works Yard. Staff has considered different options for relocating the murals back to public viewing.

Along the Reedley Parkway there are murals located on the fence alongside Reedley Lock and Leave Self Storage which have enhanced this section of the trail. Staff is recommending the five murals be relocated to this same area on the trail but on the opposite side of the trail creating a mural alley type feel. Because of the size of the murals, they will not fit alongside Reedley Lock

and Leave Self Storage fence but instead need a frame to hang on.

The City of Reedley and Sierra Kings Health Care District (SKHCD) have worked together on different projects in the past and are excited to work together again on this project. The City of Reedley requested a grant to fund the materials needed for the frames. City of Reedley Public Works staff will fabricate and paint the frames, install the frames and secure the murals to the frames. The grant will fund all materials needed to fabricate the frames.

Staff has recently evaluated the condition of the murals and there doesn't appear to be much touchup needed. A local artist suggested the murals are cleaned and a new graffiti coat applied.

BACKGROUND

In 2005 the City worked with the Fresno Area Workforce Youth Group who offered a mural design competition with the intention to get young people involved with local government. The mural design competition theme was "Reedley's Past." The group hosted several fundraisers to pay for the supplies and solar lighting to light the murals. With the assistance of the Rail Trail Committee and Chair Person Dale Melville it was recommended that the murals hang on the backside of the Royal Valley Building along the Reedley Parkway .

The murals were painted by a number method which allowed more youth and community members to be involved with the project. The murals were painted on marine board knowing that in the future the Royal Valley Building would be demolished and the murals could be relocated.

The group explained in detail to City Council the meaning behind each mural. Panel 1: Early 1800s along the Kings River depicting Yokut Indians Spanish soldier and a priest. Panel 2: Late 1800s depicting a train over the Manning Avenue bridge; Panel 3: Early 1900s depicting downtown Reedley before the 1902 fire; Panel 4: Mid 1940s inspired by Fiesta depicting a clown on a circus bike passing the sidewalk clock in the downtown; Panel 5: Young girl on a tire swing to symbolize the youth in Reedley with the Kings River flowing behind the girl.

FISCAL IMPACT

Budget Amendment 2023-083 requesting \$7,000 in appropriations will fund the materials needed to fabricate the five frames for the murals to be relocated to the Reedley Parkway. The City of Reedley will receive reimbursement through a grant with SKHCD for the cost of the materials.

PRIOR COUNCIL ACTIONS

On February 14, 2006, City Council approved Resolution No. 2006-005 authorizing the City Manager to enter into an agreement with Fresno Area Workforce Investment Corporation associated with the Youth Services Network Mural Project and the groups use of the Royal Valley Building for the preparation and painting of the mural.

ATTACHMENTS

1. Special Initiative Grant Agreement with Sierra Kings Health Care District
2. Budget Resolution No. 2023-083

SPECIAL INITIATIVE GRANT AGREEMENT

SPECIAL INITIATIVE GRANT RECIPIENT: City of Reedley – Rails to Trails Murals – Contract No. 23-20

SPECIAL INITIATIVE GRANT AMOUNT: \$7,000

GRANT TERM: October 1, 2023 to June 30, 2024

This agreement (hereinafter referred to as "Agreement"), dated as of October 1, 2023, (hereinafter referred to as "Effective Date") is by and between Recipient, and the Sierra Kings Health Care District (hereinafter referred to as "the District"), an independent public agency established pursuant to the Local Hospital District Law in 1965 and the District Reorganization Act of 1965.

GRANT PURPOSE: By executing this Agreement, Recipient acknowledges that the goal of the District's grant program is to support community-based projects, organizations, and agencies which promote health and wellness related to Obesity, Diabetes, and/or Behavioral Health. Recipient certifies that the proposed uses of grant funds are in furtherance of this goal.

*The specific purposes and uses of Recipient's grant funds are set forth in the special initiative grant budget, which is attached herein as **Exhibit A**.*

CONDITIONS: Recipient agrees as follows:

1. **Term and Scope.** This Agreement is for a term commencing on Effective Date and ending no later than June 30, 2024, and has no effect until it is executed by Recipient and the District. Recipient agrees to adhere to the use of the funds as described in the Recipient's grant application attached herein as Exhibit B.
2. Recipient agrees to expend the grant funds for the purposes set forth above and in the attachments to this Agreement, and for no other purpose. Recipient further agrees to keep and use any non-consumable goods and materials purchased with District funds for a period of not less than three years and to use them for the purposes set forth above.
3. Not later than the last day of the grant term, Recipient agrees to provide the District with a summary report on activities together with documentation of its expenditures of grant funds in the format original receipts and/or invoices.
4. For a period of not less than three years from the initial disbursement of grant funds, Recipient agrees to keep complete records of expenditures of grant funds, in accordance

with generally accepted principles of accounting, sufficient to fully document the nature of such expenditures.

5. For a period of not less than three years from the initial disbursement of grant funds, Recipient agrees to permit authorized representatives the District to have access to any and all items or materials purchased with District funds and to its books and records upon reasonable notice and during Recipient's normal business hours for the purpose of verifying Recipient's compliance with the terms of this Agreement.
6. The amount of seven thousand dollars (\$7,000), which is equal to 100% of the grant amount set forth at the top of this Agreement, shall be paid in advance upon execution of this Agreement.
7. Recipient agrees to repay the District upon demand any grant funds remaining unexpended as of the final date of the term.
9. Recipient agrees to repay the District upon demand any grant spent for purposes other than those set forth above. This provision shall survive termination or expiration of this Agreement.
10. Recipient must comply with all applicable laws providing equal employment opportunities. CONTRACTOR must not discriminate against any person on the grounds of race, color, creed, gender, gender identity, religion, marital status, registered domestic partners status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, pregnancy, citizenship status, military or veteran status, or any other characteristics, sexual orientation, pregnancy, citizenship status, military or veteran status, or any other characteristic made unlawful by federal, state, or local laws.
11. Recipient agrees to defend, indemnify, hold harmless, and release the District, and its employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance of this Agreement by Recipient, whether or not there is concurrent negligence on the part of the District, but excluding liability due to the active negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Recipient or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. This provision shall survive termination or expiration of this Agreement.
12. Recipient shall agree to maintain insurance in accordance with the provision of **Exhibit C** herein.

13. There are no third-party beneficiaries of this Agreement, and it may be enforced only by the parties hereto.

14. Recipient agrees that:

14.1 Recipient will collaborate with the evaluation consultant designated by the District, as may be required by the District, in order to develop a suitable evaluation.

14.2 In the event that Recipient's agency, organization, or business is closed within three (3) years of Effective Date, Recipient will notify the District not less than fifteen (15) business days prior to closure. Notice should be sent to the following address:

Sierra Kings Health Care District
1011 G. Street
Reedley, CA 93654

14.3 In the event that Recipient's agency, organization, or business is closed within three (3) years of Effective Date, Recipient agrees to dispose of equipment purchased with funds received through the Special Initiative Grant Program in accordance with directions from the District. In the event that Recipient's agency, organization, or business is closed prior to the initial expenditure of any grant funds hereunder, Recipient shall repay the District all such unspent funds immediately and without formal demand by the District for such repayment. Recipient understands that the District may direct that equipment in good condition be donated to one or more appropriate agencies, organizations, and/or businesses promoting health and wellness throughout the District.

15. ATTRIBUTION – INTELLECTUAL PROPERTY

DISTRICT grants limited, non-exclusive, non-sub-licensable, and revocable worldwide license to use the DISTRICT's trademarks, trade names, copyrights, logos, and trade dress (collectively, "Trademarks") only as necessary to fulfill the CONTRACTOR's obligations under this Agreement. Except as expressly granted in this Agreement, no other rights or licenses or uses whatsoever in or to DISTRICT's Trademarks are granted to CONTRACTOR.

CONTRACTOR will ensure all applications, publications, media activities, posters, conferences, brochures, etc., used in the Project will include a statement that the Project is funded by the DISTRICT with the official DISTRICT logo.

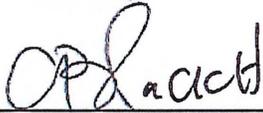
In instances of mass production and/or commercial advertisements, CONTRACTOR will allow DISTRICT to preview materials.

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

RECIPIENT:

Nicole Zieba, City Manager
City of Reedley

Dated



10.3.23

Chinayera Black Hardaman, MPA, CEO
Sierra Kings Health Care District

Dated

Exhibit A. Itemized Budget

	Item	Total Amount
1	RAILS TO TRAILS MURALS	
2	Project Supplies and Materials	
3	a. 5 framed mural displays w/powder coat paint and installation	\$7,000.00
4	TOTAL	\$7,000.00
5		
6		
7		
8		
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11		
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25		
26		
27		
28		
29		
30		
	Shipping	
	Tax	
	Total Budget Requested	\$7,000.00

Exhibit B. Special Initiative Grant Invoice



Nicole Zieba, City Manager
City of Reedley
100 N. East Ave.
Reedley, California 93654
(559) 637-4203

Contract Number: 2023 - 20

Program Title: Rails to Trails Murals

Special Initiative Grant Amount: \$7,000

By accepting these Special Initiative Grant funds, I certify that the funding will be used in a manner consistent with that described in my Special Initiative Grant Application and the specifications of Contract No. 2023-20.

Further, I understand that I am responsible for providing all receipts and/or invoices that reflect actual expenditures listed in Exhibit B of this contract. I agree to repay any Special Initiative Grant funds that are unused and/or inconsistent with the expenditures listed in Exhibit B.

Signature

Agency

Date

FOR INTERNAL USE ONLY	
<input type="checkbox"/> Approved	CEO Signature: _____
<input type="checkbox"/> Not Approved	Date: _____

Exhibit C – Insurance

STANDARD INSURANCE PROVISIONS

(For contracts NOT requiring professional liability insurance and NOT involving construction projects or property rental regarding grants under the Sierra Kings Health Care District)

All insurance coverage is to be placed with insurers which:

- A. Have a Best's rating of no less than AVII; and,
- B. Are admitted insurance companies in the State of California. All other insurers require the prior approval of the DISTRICT. Such insurance coverage shall be maintained during the term of this Agreement.

All insurance policies shall name DISTRICT as an additional insured. A copy of the endorsement evidencing that DISTRICT has been added as named additional insured on the policy, must be attached to/included in the certificate of insurance.

All insurance policies shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice is received by DISTRICT.

Without limiting CONTRACTOR'S indemnification of DISTRICT, CONTRACTOR shall procure the following required insurance coverage at its sole cost and expense:

1. Worker's Compensation Insurance

CONTRACTOR is independent and not an employee of the DISTRICT. Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR'S staff while performing any work incidental to the performance of this Agreement.

In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California.

This provision does not apply if CONTRACTOR has no employees as defined in Labor Code §3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the DISTRICT stating that fact.

2. General and Automobile Liability Insurance

The general liability insurance shall include personal injury liability coverage, coverage for all premises and operations of CONTRACTOR, and contractual liability coverage for this Agreement between DISTRICT and CONTRACTOR.

The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of CONTRACTOR pursuant to CONTRACT'S

activities hereunder. DISTRICT, their officers, employees, and agents shall be named as Additional Insured on any policy.

The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

Personal injury liability coverage shall also be in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and aggregate.

Said policy or policies shall include a 'severability of interest' or 'cross liability' clause, or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if DISTRICT has other valid and collectible insurance for a loss covered by this policy, that other insurances shall be excess only."

CONTRACTOR shall submit certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the officer of the designated DISTRICT representative as a condition precedent to any payment by DISTRICT under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR. Upon written request by DISTRICT, CONTRACTOR shall provide a certified copy of any insurance policy to DISTRICT within ten (10) working days.

Failure to comply with the insurance requirements, as specified above, shall place CONTRACTOR in default.

BUDGET AMENDMENT RESOLUTION 2023-083

The City Council of the City of Reedley does hereby amend the 2023-2024 Budget as follows:

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4640.2020	Enrichment Special Supplies	\$ 7,000
Total		\$ 7,000

Purpose: Staff is requesting appropriations to cover the costs associated with the materials to fabricate the frames to display the five murals on the Reedley Parkway which were removed from the Royal Valley Building.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
001-3614	Enrichment Programs	\$ 7,000
Total		\$ 7,000

Impact: The City of Reedley is receiving a special initiative grant from Sierra Kings Health Care District which will cover the costs for supplies to fabricate frames to rehang five existing murals on the Reedley Parkway which were removed from the Royal Valley Building. The City of Reedley Public Works Department will fabricate and paint the frames, install the frames and secure the murals to the frames.

REVIEWED:



Assistant City Manager

RECOMMENDED:



City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on November 14, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 15

DATE: November 14, 2023

TITLE: CONSIDERATION OF ITEMS PERTAINING TO AMENDING THE JOINT USE AGREEMENT BETWEEN KINGS CANYON UNIFIED SCHOOL DISTRICT AND THE CITY OF REEDLEY

- A) APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE THE THIRD AMENDED AND RESTATED FACILITY USAGE MASTER COOPERATION AGREEMENT AND ALL PERTAINING DOCUMENTS
- B) ADOPT RESOLUTION NO. 2023-084 AMENDING THE 2023-24 ADOPTED BUDGET APPROPRIATING \$3,572 IN THE GENERAL FUND TO COVER THE COSTS ASSOCIATED WITH A PART TIME RECREATION LEADER TO OVERSEE THE PUBLIC USE OF THE PICKLEBALL AND TENNIS COURTS AT REEDLEY HIGH SCHOOL

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Consideration of items pertaining to amending the Joint Use Agreement with Kings Canyon Unified School District and the City of Reedley A) Approve and authorize City Manager to execute the Third Amended and Restated Facility Usage Master Cooperation Agreement between the Kings Canyon Unified School District and the City of Reedley and B) Adopt Resolution NO. 2023-084 amending the 2023-24 Adopted Budget appropriating \$3,572 in the General Fund to cover costs associated with a part time Recreation Leader to oversee the public use of pickleball and tennis courts at Reedley High School.

EXECUTIVE SUMMARY

Staff has been in communication with Kings Canyon Unified School District (KCUSD) discussing the City's desire to use the pickleball courts recently constructed on the campus of Reedley High School. KCUSD and the City have a longstanding Joint Use Agreement which benefits both organizations with the opportunity to utilize facilities and assets for both agencies. There are currently no public pickleball courts in Reedley so the City has an interest in using

KCUSD pickleball courts for organized programming and public use. At the Community Services Commission meeting on August 24, 2023, it was suggested the City request use of the tennis courts located at Reedley High School as well since there are no public tennis courts available at this time. Through discusses with KCUSD it was determined while the pickleball courts are in use the tennis courts can also be made available.

The presented third amendment language does not change any current processes but adds the City's ability to use the pickleball and tennis courts now listed under section 3. District's Facilities. While reviewing the second amendment language for this item, it was discovered under section 3. District Facilities iii. T L Reed was not listed as one of the practice fields available for City use. This facility has now been added and is presumed to have just been an oversight.

Both KCUSD and the City have an expectation that during use of the others facility there is a staff member present from the users organization to oversee the event or activity and ensure the facility is being left in the condition it was found and all rules are being followed. During the City's 2023-24 budget process staff was not aware of the pickleball courts at Reedley High School and did not budget any staff time to oversee the City's use of these courts. This new program will fall under the adult sports division within the Community Services Department so staff is requesting appropriations to cover the staff time.

BACKGROUND

The City of Reedley and KCUSD entered into the first Joint Use Agreement on November 17, 1970. Since this time the two organizations have had a good working relationship and support each other with allowing use of each other's facilities. Overtime amendments have been made to the Joint Use Agreement updating processes and adding new facilities which enhance the ability to serve the public of Reedley.

The latest change came in November of 2014 with the addition of the Reedley High School pool. The ability to use of the pool facility has benefited the City with the opportunity to offer public year-round lap swim and water aerobics. During the summer public swim lessons are offered as well and very popular.

FISCAL IMPACT

The cost to staff the use of the pickleball and tennis courts was not assumed during the City of Reedley 2023-24 Budget process and there are not enough appropriations in the adult sports division to cover staff time. Budget Amendment 2023-084 requesting \$3,572 is for part time salary and benefits for two days a week three hours per day. Staff is working to have the pickleball and tennis courts available to the public starting the week of January 15, 2024 once school resumes after the winter break. The City will request use on Wednesday and Saturday mornings.

PRIOR COMMISSION ACTIONS

The Community Services Commission recommend tennis courts are added along with the pickleball courts to the amended joint use agreement language and are in favor of the City Council approving the changes as presented.

PRIOR COUNCIL ACTIONS

On November 17, 1970, City Council approved the first Agreement with KCUSD. On September 8, 1998, City Council approved the Joint Use Agreement with KCUSD. On September 4, 2000, City Council approved the Facility Usage Master Cooperation Agreement between the Kings Canyon Unified School District and the City of Reedley. On November 1, 2014, City Council approved the Second Amended and Restated Facility Usage Master Cooperation Agreement between the Kings Canyon Unified School District and the City of Reedley.

ATTACHMENTS

1. Third Amended and Restated Facility Usage Master Cooperation Agreement between the Kings Canyon Unified School District and the City of Reedley
2. Budget Resolution No. 2023-052

**THIRD AMENDED AND RESTATED
FACILITY USAGE
MASTER COOPERATION AGREEMENT BETWEEN
THE KINGS CANYON UNIFIED SCHOOL DISTRICT AND
THE CITY OF REEDLEY**

This Third Amended and Restated Facilities Usage Master Cooperation Agreement (“Agreement”) is entered into between the CITY OF REEDLEY (“City”) and the KINGS CANYON UNIFIED SCHOOL DISTRICT (“District”) effective as of December 1, 2023 . City and District are each a “Party” and together are the “Parties” to this Agreement.

Whereas, public agencies have a common interest in entering into cooperative agreement in order to make the most effective and efficient use of public facilities; and

Whereas, the City operates a 12 month-per-year public recreation program and could increase the amount and types of activities it provides if it had more facilities available; and

Whereas, at its High School, Middle Schools, K-8 Schools, and Elementary Schools the District has facilities that, from time to time, may be made available for community use; and

Whereas, the City has park and meeting room facilities which the District may find appropriate to use; and

Whereas, on September 4, 2000, the Parties entered into that certain “Facility Usage Master Cooperation Agreement” in order to provide a mechanism for shared usage of their respective facilities (the “Original Agreement”); and

Whereas, the Parties amended said agreement as of October 27, 2009 in order to add additional facilities to the list of facilities identified for shared usage (the “First Amendment”); and

Whereas, the Parties amended said agreement as of November 1, 2014 in order to add additional facilities to the list of facilities identified for shared usage (the “Second Amendment”); and

Whereas, the Parties wish to further amend said agreement to add additional facilities and to restate said agreement in its entirety.

Now, therefore, in view of the recitals shown above, which are a substantive part of this Agreement, and in consideration of the mutual promises set forth below, the Parties agree as follows:

1. **Term:** The term of this Agreement shall be from December 1, 2023, 2014 through June 30, 2023, and shall automatically renew for an unlimited number of 10-year terms thereafter unless

either Party provides written notification to the other Party not less than one (1) year prior to the end of any then-current ten (10) year term. Neither Party may terminate this Agreement without cause without mutual consent by both Parties. Additionally, this Agreement may be terminated at any time for cause, as provided in paragraph 6 below.

2. **General:** Subject to the more detailed provisions of paragraph 3 herein below, reciprocal use of the Parties' facilities shall generally occur as follows. In order to better conduct City recreational programs, the City's Community Services Department may request to schedule the use of "District Facilities" (defined below) for activities the City is conducting. In such cases, the District shall be known as the "Owner Agency" and the City shall be known as the "Requesting Agency" or "User Agency." Similarly, in order to better conduct District recreational programs, the District may request to schedule the use of "City Facilities" (defined below) for activities the District is conducting. In such cases, the City shall be known as the "Owner Agency" and the District shall be known as the "Requesting Agency" or "User Agency." In both cases, the Owner Agency shall approve the Requesting Agency's request unless:
 - (A) The request was made by the Owner Agency without adequate lead time;
 - (B) The use of the facility being requested would interfere with ongoing or other previously Owner Agency uses; or
 - (C) The Owner Agency determines the facility is inappropriate for use by an entity other than the Owner Agency

3. **Specific Facilities:** Paragraph 2 herein above sets forth the general process to be followed with regard to one Agency using the other Agency's facilities. It is the intent of this paragraph to clarify that certain facilities of each Party as Owner Agency are specifically intended to be made available for use by the other Party as Requesting Agency. These facilities are as follows:
 - (A) **District Facilities:**
 - (i) The gymnasium at Reedley High School, including access to associated bathrooms (for City youth programs);
 - (ii) The practice fields at Grant Middle School, T.L. Reed K-8 School, Navelencia Middle School, and Riverview K-8 School (all for City youth programs);
 - (iii) The practice fields at Lincoln Elementary School, Washington Elementary School, Alta Elementary School, Riverview Elementary School, Great Western Elementary School, Jefferson Elementary School, and Orange Cove Elementary Schools (all for City youth programs);

- (iv) The girls' softball field at Reedley High School, including access to associated bathrooms (for City Girls' softball program games), and
- (v) The Reedley High School pool and practice fields, the gymnasiums at Grant Middle School and T.L. Reed K-8 School, and the multipurpose room at Silas Bartsch K-8 School, and
- (vi) The Reedley High School pickleball and tennis courts and access to associated restrooms.

It is understood that the City's written request to use the specific facilities will be received by the District not less than 45 days prior to the scheduled use and that the District's written action on the request will be received by the City not less than 30 days before the date of the requested use. It is further understood that the City may offer adult programs at the above stated facilities with prior approval from the District.

The District shall maintain a master calendar for these specific facilities so that the City may schedule or tentatively reserve use of these facilities up to 12 months in advance of the actual dates of use. Tentatively reserved spaces and tentatively scheduled events shall be confirmed either (1) on or before 60 days after the date of tentative reservation or tentative scheduling or (2) upon completion of the preparation of the Instructional calendar and the assignment of spaces by the District, whichever of the two is earlier.

(B) City Facilities:

- (i) City Community Center, including access to bathrooms;
- (ii) All eight (8) City Parks, including access to their respective bathrooms, Camacho Park, Cricket Park, Mueller Park, Pioneer Park, Reedley Beach, Citizens Park, Smith's Ferry and Reedley Sports Park, and
- (iii) Use of the Community Center tables and chairs.
- (iv) City Council Chambers
- (v) Opera House (Subject to the conditions of the existing facility lease with River City Theatre Company)

It is understood that the District's written request to use the specific facilities will be received by the City not less than 45 days before the date of the requested use and that the City's written action on the request will be received by the District not less than 30 days before the date of the requested use.

The City shall maintain a master calendar for these specific facilities so that the District may schedule or tentatively reserve use of these facilities up to 12 months in advance of the actual dates of use.

4. **Fees:** Neither Agency shall charge the other for the use of its facilities, except as follows. The Owner Agency may charge the User Agency for direct costs of:
 - (A) Electricity and gas for lighting, air conditioning, and heating;
 - (B) Special preparation of Owner Agency's facility if requested by the User Agency and any costs of staffing requirements as determined by either the Owner Agency or User Agency with prior approval of both Parties and any and all staffing and attendants required by law (such as lifeguards for pool use, etc.);
 - (C) Unscheduled maintenance, as determined by Owner Agency after User Agency's use due to a facility not being returned to the same condition as it was prior to User Agency's use;
 - (D) Other unusual costs as agreed by authorized representatives of the Parties.
 - (E) User Agency may collect a participation fee to offset the cost associated with offering the program. (e.g. recreation swim)
5. **User Agency Responsibilities:** The facilities shall be returned to the Owner Agency in the condition in which they were provided to the User Agency litter and trash accumulated during the use shall be placed within appropriate containers by the User Agency. The User Agency shall be responsible for maintaining conduct among the participants at an activity at a standard consistent with the standards of the Owner Agency.
6. **Early Termination for Cause:** This Agreement may be terminated for cause at times other than those set forth in paragraph 1. The grounds which constitute sufficient cause to terminate the Agreement are (1) the failure of the Party which is not initiating the termination to comply with the terms and conditions of this Agreement, if corrective action is not commenced and diligently pursued within 15 days after written notice is provided to the noncomplying Party, (2) the demonstrated ineffectiveness of the provisions of paragraph 9 to resolve disputes arising out of this Agreement.

It is specifically agreed that neither Party can proceed with the early termination of this Agreement because it unilaterally decides that any or all provisions of the Agreement should be voided or otherwise amended. In these circumstances, the Parties agree to meet in good faith to identify mutually agreeable changes to the Agreement.

The Governing Board or designees of the District and the City Council of the City each have independent authority to determine what grounds exist to permit early termination. Action by the Board or Council shall occur during the public meeting of the Board or Council. The Party that is conducting the meeting shall provide for 30 days advance written notice to the other Party of the intended meeting. This notice shall provide that an agenda item indicating intent to cancel the Agreement will be on the regularly scheduled Kings Canyon Unified School District Governing Board Agenda or City Council Agenda. The Party considering the cancellation action shall allow the noticed Party the ability to present oral and written presentation at the meeting or meetings during which the action is scheduled to occur. Once the Board or City makes the determination that itemized findings demonstrate that sufficient cause does exist therefore, it shall within thirty (30) days after making such findings send notice to the other Agency of cancellation and termination of the Agreement. The effective date of the termination shall be sixty (60) days from the noncancelling Party's receipt of the cancellation and termination notice, or some later date if specified in the cancellation notice.

7. **Notices:** Notices required under this Agreement shall be delivered to:

(A) For the City: City of Reedley
Attn: City Manager
1717 9th Street
Reedley, CA 93654

(B) For the District: Kings Canyon Unified School District
Attn: Assistant Superintendent for Administrative Services
675 W. Manning Avenue
Reedley CA 93654

A Party may change its address for purposes of this Agreement by giving the other Party written notice of a new address in the manner set forth above.

8. **Mutual Hold Harmless and Indemnification:** The City shall hold harmless, defend and indemnify the District, its officers, agents, employees, Governing Board and Governing Board members from all liability or loss due to injury or damage to any person or property resulting during the City's use or possession of any of said facilities. The District shall hold harmless, defend and indemnify the City, its officers, agents, employees, City Council and City Council Members from all liability or loss due to injury or damage to any person or property resulting during the District's use or possession of any of said facilities. The City and District shall provide general public liability and property damage insurance in amounts deemed appropriate by them to insure the protection as provided in this paragraph.
9. **Administration of Agreement:** Responsibility for administration of this Agreement on behalf of the City shall be in the City's City Manager or the City Manager's designee and

responsibility for administration of this Agreement on behalf of the District shall be in the District's Assistant Superintendent for Administrative Services. It is the intention of this paragraph to provide these two officials with the responsibility to confer and mutually agree on matters related to interpreting this Agreement and to mutually resolve disputes arising out of this Agreement.

- 10. **Entire Agreement:** This Agreement, plus such ancillary agreements as may be executed by the Parties in carrying out this Agreement, sets forth the entire agreement between the Parties concerning the subject matter and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter, including the Original Agreement and the First Amendment thereto.
- 11. **Authority:** In affixing their signatures hereto, each of the undersigned certifies that he or she is authorized to execute and does execute this Agreement on behalf of his or her respective Party.

**KINGS CANYON UNIFIED
SCHOOL DISTRICT**

CITY OF REEDLEY

By: John Campbell , Superintendent

By: Nicole R. Zieba, City Manager

BUDGET AMENDMENT RESOLUTION 2023-084

The City Council of the City of Reedley does hereby amend the 2023-2024 Budget as follows:

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4630.1021	Adult Sports Salaries PT & Temporary	\$ 3,168
001-4630.1041	Adult Sports SS & Medicare PT Salaries	\$ 242
001-4630.1071	Adult Sports Workers Comp Premium PT	\$ 162
Total		\$ 3,572

Purpose: Staff is requesting appropriations to cover the costs associated with public use of Kings Canyon Unified School District pickleball and tennis courts.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
001-2710	General Fund Unallocated Fund Balance	\$ 3,572
Total		\$ 3,572

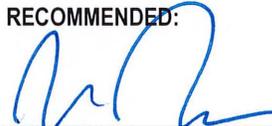
Impact: The City of Reedley is amending the Facility Usage Master Cooperation Agreement with Kings Canyon Unified School District to include the use of the pickleball and tennis courts for public use. During the City's reserved times there must be a paid employee to oversee the use of the facility, set up equipment, open and close the gates and restrooms.

REVIEWED:



Assistant City Manager

RECOMMENDED:



City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on November 14, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 17

DATE: November 14, 2023

TITLE: QUARTERLY EXPENSE & TRAVEL REPORT FOR ELECTED AND APPOINTED OFFICIALS – JULY 1, 2023 THROUGH SEPTEMBER 30, 2023

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

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

RECOMMENDATION

It is recommended that the City Council receive and review the quarterly expense & travel report for elected and appointed officials as required by Resolution No. 2018-091 that established an Expense Reimbursement and Travel/Conference Policy for Elected and Appointed Legislative Body Officials.

EXECUTIVE SUMMARY

The Expense Reimbursement and Travel/Conference Policy for Elected and Appointed Legislative Body Officials provides that, official travel and credit card expense reports shall be provided quarterly to the City Council as a receive & review item on the Council's agenda.

Attached is a breakdown of City-paid travel and/or other expenses incurred by Elected and Appointed Legislative Body Officials for the period of July 1 through September 30, 2023.

BACKGROUND

It is in the best interests of the City that elected and appointed officials remain informed and trained in activities, developments and professional trends affecting the affairs of the City, and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens. The Expense Reimbursement and Travel/Conference Policy applies to City Councilmembers and all appointed legislative body officials including Planning Commissioners, and other volunteer members of City boards, commissions, and committees.

The Policy is designed to provide guidance to elected and appointed legislative body officials on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured, all in compliance with the requirements of AB 1234 (Government Code §§ 53232.2, 53233.3). After being sworn in, any elected or appointed legislative official of the City is required to sign a statement formally acknowledging receipt and acceptance of the policy.

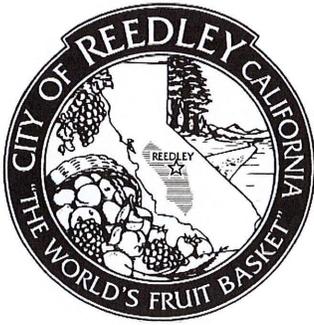
ATTACHMENTS

Quarterly Expense & Travel Report for Elected and Appointed Legislative Body Officials

City of Reedley
Quarterly Expense & Travel Report for Elected and Appointed
Legislative Body Officials

Reporting Period: July 1, 2023 – September 30, 2023

Name	Date	Item Description	Amount
Matthew Tuttle, Councilmember	09/19/2023	Meal - League of CA Cities	\$15.73
	09/20/2023	Meal - League of CA Cities	\$17.40
	09/22/2023	Hotel Accommodation - League of CA Cities	\$892.65
		Total	\$925.78



REEDLEY CITY COUNCIL

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

ITEM NO: 18

DATE: November 14, 2023

TITLE: RECEIVE, REVIEW, AND FILE THE QUARTERLY INVESTMENT REPORT FOR 1st QUARTER ENDING SEPTEMBER 30, 2023 FOR FISCAL YEAR 2023-24

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

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

RECOMMENDATION

That the City Council receive, review, and file the Quarterly Investment Report for 1st Quarter Fiscal Year 2023-24, ending September 30, 2023, as required by the City's Investment Policy last adopted on January 10, 2023. No action is required other than to receive, review, and file the report.

EXECUTIVE SUMMARY

Portfolio earnings, net of fees, for 1st quarter ending September 30, 2023 total \$335,117. Prior 1st quarter net portfolio earnings for the same 12-month period one year ago were (\$347,718) reflecting a sharp turnaround in earnings due to rising interest rates. This year's Adopted Budget assumes \$100,505 in interest earnings for the entire fiscal year; therefore, actual earnings for just the first quarter already exceed this estimate by \$234,612. This is due to higher interest rates being earned on investments and the City currently being in a favorable cash position, so interest earnings are expected to be strong in the interim; however, the City has a large number of capital projects in the pipeline, so as the projects get underway the treasury pool amount and corresponding interest earnings will be reduced.

The Federal Reserve is continuing to tighten monetary policy, with recent sustained interest rate hikes to curb rampant inflation. On term investments, such as certificates of deposit, the City will be able to re-invest at higher rates and anticipates better portfolio performance going forward. In addition, on January 10, 2023, the City Council approved an important amendment to the City's Investment Policy that allowed the California Asset Management Program (CAMP) as a permissible investment option for the City's idle funds. Staff have since invested a portion of the City's treasury pool in CAMP with a balance of \$16,917,546 as of September 30, 2023, and the current yield is 5.56%. The year end interest earnings are a bit understated because a portion of the amount invested with CAMP is in "term investments" (similar to a certificate of deposit) that do not formally report the interest earned until maturity later this fiscal year, which will further enhance earnings.

The attached investment/pooled cash report shows additional detail for cash balances by City fund. The 'treasury pool' for the City, representing the cumulative balance of all funds, totals \$29,426,002 as of September 30, 2023, which is \$3,529,503 lower than last quarter ending June 30, 2023. The treasury pool from the same 12-month period one year ago was \$25,595,814 as of September 30, 2022.

All financial investment instruments are constantly monitored and assessed for safety, liquidity and yield. It is important to note that the City's principal value of these investments are secure at all times, and the values that are being reported are the market values at a specific point in time. All investments in the portfolio are compliant with the City's current Investment Policy, and staff does not anticipate any issues

with regard to the City's ability to meet expenditure requirements for the next six months. (Government Code section 53646)

BACKGROUND

The cash balances in the funds are at a point in time only, and do not reflect pending receivable or payable amounts. All financial investment instruments are constantly monitored and assessed for safety, liquidity and yield. The City's idle funds are currently in principal safe investments that protect its pooled cash, such as a money market account at Five-Star Bank, rolling Certificates of Deposit through Multi-Bank Securities in various FDIC insured accounts, and now the California Asset Management Program.

On January 10, 2023 the City Council approved the annual statement of investment policy. The policy includes a self-imposed, 'best practice' reporting requirement to implement a Government Finance Officers Association (GFOA) recommendation that an agency's investment policy explicitly require periodic reporting. The attached Pooled Cash Report for the end of 1st quarter fiscal year 2023-24 shows cash balances/market value and interest earnings for every cash account and investment vehicle as of September 30, 2023. It is important to note that the pooled cash report also includes restricted funds such as American Rescue Plan Act funds, deposits in trust, funds held for groundwater treatment, and RDA Successor Agency funds. Full account statements for all accounts are on file with the Administrative Services Department and available for inspection at any time.

Cash balances are pooled for investment and banking purposes, as it is not practical to have separate investment accounts for each City fund. Interest earnings are apportioned to each City fund based upon the percentage that a particular fund balance makes up of the total. For instance, if the City's General Fund balance was 10% of the total cash balances of the City, it would be credited with 10% of the investment interest earnings for the period.

ATTACHMENTS

1st Quarter Fiscal Year 2023-24 Investment/Pooled Cash Report

POOLED CASH REPORT September 2023

	ACTUAL CASH BALANCE OR PORTFOLIO MARKET VALUE	2023-24 FYTD INTEREST EARNINGS
PETTY CASH / CASH REGISTERS	\$ 6,000	\$ -
MECHANICS BANK CHECKING ACCOUNTS (OPERATING & PAYROLL)	\$ 390,493	\$ -
CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM *	\$ 16,917,546	\$ 210,052
MBS - MULTI BANK SECURITIES PORTFOLIO	\$ 11,421,113	\$ 113,686
FIVE STAR BANK MONEY MARKET	\$ 689,851	\$ 11,379
FIVE STAR BANK PUBLIC DONATION CHECKING ACCOUNT	\$ 1,000	\$ -
ACTUAL FYTD TOTAL CASH ~ ALL FUNDS	\$ 29,426,002	\$ 335,117

**Does not reflect accrued interest for TERM instruments*

Current Fiscal Year

2023-24 ALL FUNDS COMBINED ACTUAL FYTD INTEREST EARNINGS	\$ 335,117
2023-24 ALL FUNDS COMBINED ACTUAL FYTD BANK FEES	\$ (1,793)
2023-24 ALL FUNDS COMBINED NET ACTUAL BANK INTEREST	\$ 333,324
2023-24 ALL FUNDS COMBINED BUDGETED INTEREST EARNINGS	\$ 100,505
2023-24 PERCENTAGE OF ACTUAL NET YTD INTEREST EARNINGS TO BUDGET	331.649%

Prior Fiscal Year Comparison - Same Period

2022-23 ALL FUNDS COMBINED ACTUAL FYTD INTEREST EARNINGS	\$ (347,718)
2022-23 ALL FUNDS COMBINED ACTUAL FYTD BANK FEES	\$ (2,527)
2022-23 ALL FUNDS COMBINED NET ACTUAL BANK INTEREST	\$ (350,245)
2022-23 ALL FUNDS COMBINED BUDGETED INTEREST EARNINGS	\$ 47,225
2022-23 PERCENTAGE OF ACTUAL NET YTD INTEREST EARNINGS TO BUDGET	-741.652%

POOLED CASH REPORT

September 2023

FUND	FUND NAME	CASH BALANCE
001	General Fund	\$ 1,253,214
002	General Fund Reserve Set Aside	\$ 3,476,067
003	Public Safety Sales Tax	\$ 1,145,362
005	Gas Tax	\$ (57,141)
006	General Fund Capital Set Aside	\$ 915,322
007	Street Projects Federal and State Funding	\$ 39,167
010	LTF - Article 3 Sidewalks	\$ 42,254
011	LTF - Article 8 Streets	\$ 930,194
014	FCTA - Flexible Funding	\$ 773,966
015	FCTA - Americans with Disabilities Act (ADA)	\$ 11,984
016	FCTA - Street Maintenance	\$ 1,369,973
017	FCTA - Pedestrian and Trails	\$ 281,138
018	FCTA - Bike Facilities	\$ 72,582
022	SB2 Planning	\$ (29,031)
023	Road Repair Accountability Act	\$ 1,159,627
024	Community Development Block Grant (CDBG)	\$ 30,545
025	American Rescue Plan Act (ARPA)	\$ 2,307,227
027	Senior Nutrition FMAAA Program	\$ (10,617)
029	Public Education and Governmental Access (PEG)	\$ (13,724)
030	Landscape Lighting and Maintenance District	\$ 187,855
032	Community Facilities District	\$ (151,963)
034	Streetscape	\$ 27,556
038	Prop 68 Park Bonds	\$ -
041	Airport	\$ 37,325
047	Groundwater Treatment	\$ 1,140,069
048	Water Rate Stabilization	\$ -
049	Water Capital	\$ 808,896
050	Water	\$ 509,969
051	Sewer Capital	\$ 3,021,328
052	Sewer	\$ 1,908,811
053	Solid Waste	\$ 726,318
060	Equipment Shop ISF	\$ (3,666)
065	Dental Benefit ISF	\$ (1,032)
068	HR ISF	\$ (33,407)
073	Deposits in Trust	\$ 491,485
075	COPS Program	\$ 51,549
078	CASp Certification	\$ 38,931
080	City Bond Funds	\$ 26,853
082	Blighted Properties	\$ 68,337
100	DIF - Transportation	\$ 2,062,635
102	DIF - Law	\$ 46,340
103	DIF - Fire	\$ 310,215
104	DIF - Storm Drain	\$ 1,738,167
105	DIF - Wastewater Facilities	\$ 1,020,374
109	DIF - Parks & Recreation Facilities	\$ 727,979
110	DIF - General Government Facilities	\$ 40,227
111	DIF - Water Facilities	\$ 693,106
896	RDA Successor Low and Moderate Income Housing	\$ 75,386
897	RDA Successor Retirement	\$ 158,250
All Funds - Cash Total		\$ 29,426,002