

**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, September 13, 2022

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

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

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

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

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

PLEASE SEE LAST PAGE OF AGENDA FOR ZOOM PARTICIPATION INSTRUCTIONS

Mary L. Fast, Mayor

Vacant, Mayor Pro Tem
Ray Soleno, Council Member

Anita Betancourt, Council Member
Matthew Tuttle, Council Member

MEETING CALLED TO ORDER

INVOCATION- Russ Robertson, Public Works Director

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. RECOGNITION OF RETIREMENT TO ROSEANN HERRERA, ADMINISTRATIVE ASSISTANT
2. INTRODUCTION OF NEW STAFF ASSISTANT AND ACCOUNTING TECHNICIAN – Community Development & Administrative Services

3. INTRODUCTION OF NEW YOUTH REPRESENTATIVE. – Community Services

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

NOTICE TO PUBLIC

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

CONSENT AGENDA (Item 4-17)

Motion _____ **2nd** _____

- 4. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF AUGUST 9, 2022
- (City Clerk)
Staff Recommendation: Approve
- 5. RECOMMENDATION OF REJECTION OF CLAIM-CONTRERAS, PEDRO J. M.
Staff Recommendation: Approve Claim Rejection
- 6. RECOMMENDATION OF REJECTION OF CLAIM-LONGORIA, RAMON
Staff Recommendation: Approve Claim Rejection
- 7. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE YEAR AGREEMENT WITH THE FRESNO COUNTY RURAL TRANSIT AGENCY FOR LAW ENFORCEMENT SERVICES ON TRANSIT VEHICLES- (Administrative Services)
Staff Recommendation: Approve
- 8. AUTHORIZE A LETTER OF INTENT BE SUBMITTED TO THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD SUPPORTING THE INSTALLATION OF A WATER MAIN ON PARLIER AVENUE AND COLUMBIA AVENUE- (Engineering)
Staff Recommendation: Approve
- 9. AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH MKN & ASSOCIATES FOR THE DESIGN AND CONSTRUCTION DOCUMENT PREPARATION FOR THE

WASTEWATER TRUNK MAIN REPLACEMENT ALONG OLSON AVENUE TO THE CITY'S WASTEWATER TREATMENT PLANT TO INCLUDE IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT- (Engineering)

Staff Recommendation: Approve

10. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT ADDENDUM WITH OTANI PROPERTIES TO EXTEND THE BOUNDARY RECORDATION DEADLINE WITHIN THE AGREEMENT FOR REIMBURSEMENT OF ENVIRONMENTAL ANALYSIS FEES FOR THE PROPERTY SITUATED AT WEST MANNING AVENUE AND THE KINGS RIVER (APN 368-350-17, 31, 32 AND 33) - (Community Development)

Staff Recommendation: Approve

11. CONSIDER THE FOLLOWING ITEMS ASSOCIATED WITH AFFECTED PROPERTIES ON EAST DUFF AVENUE:

A. APPROVE AND AUTHORIZE A LOAN ARRANGEMENT ON BEHALF OF SIX (6) EAST DUFF AVENUE PROPERTY OWNERS TO ENGAGE THE PROFESSIONAL SERVICES OF DALE G. MELL & ASSOCIATES FOR THE COMPLETION AND CORRECTION OF LOT LINE ADJUSTMENTS NOT TO EXCEED \$15,000

B. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL DOCUMENTS FOR LOAN REPAYMENT WITH THE PROPERTY OWNERS OF THE AFFECTED PROPERTIES ON EAST DUFF AVENUE

(Community Development)

Staff Recommendation: Approve

12. APPROVE THE SUBMITTAL OF AN APPLICATION TO THE FRESNO COUNTY HISTORICAL LANDMARKS & RECORDS ADVISORY COMMISSION TO DESIGNATE SMITH'S FERRY PARK AS A LOCAL FRESNO COUNTY HISTORICAL SITE - (Administration)

Staff Recommendation: Approve

13. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL RENEWAL DOCUMENTS AND PLAN CHANGES NECESSARY FOR THE CONTINUED PROVISION OF A MEDICARE SUPPLEMENT PLAN FOR ELIGIBLE CITY RETIREES AND DEPENDENTS FOR THE 2023 CALENDAR YEAR - (Administrative Services)

Staff Recommendation: Approve

14. SECOND READING AND ADOPTION OF ORDINANCE NO. 2022-004, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING PRE-ZONE APPLICATION NO. 2020-01 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY - (Community Development)

Staff Recommendation: Approve

15. ADOPT RESOLUTION NO. 2022-077 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES ESTABLISHING A LONGEVITY PAY BENEFIT- (Administrative Services)

Staff Recommendation: Approve

16.ADOPT RESOLUTION 2022-078 AMENDING THE 2022-23 ADOPTED BUDGET APPROPRIATING \$5,000 IN THE GENERAL FUND FOR A DONATION RECEIVED FROM DAYKA & HACKETT, LLC FOR SENIOR CENTER PROGRAMS – (Community Services)

Staff Recommendation: Approve

17.ADOPT BUDGET RESOLUTION 2022-080 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE FISCAL YEAR 2022-23 ADOPTED BUDGET APPROPRIATING \$5,000 IN THE GENERAL FUND TO SERVE REEDLEY FOR EMERGENCY REPAIRS AT THE FAITH HOUSE TRANSITIONAL FAMILY SHELTER- (Administration)

Staff Recommendation: Approve

ADMINISTRATIVE BUSINESS

18.CONDUCT INTERVIEWS OF APPLICANTS TO FILL A MID-TERM VACANCY IN CITY COUNCIL DISTRICT 3 AND SELECT ONE CANDIDATE TO BE FORMALLY APPOINTED AND SWORN IN TO THE DISTRICT 3 SEAT ON SEPTEMBER 27, 2022-(Administration)

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

Staff Recommendation: Approve

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.

19.REEDLEY AIRPORT COMMISSION MINUTES OF REGULAR MEETING OF MAY 19, 2022 – Community Services

20.REEDLEY COMMUNITY SERVICES COMMISSION MINUTES OF REGULAR MEETING OF MAY 26, 2022 – Community Services

COUNCIL REPORTS

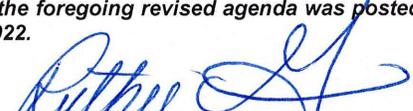
21.BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

STAFF REPORTS

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

ADJOURNMENT

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 8th day of September 2022.


Ruthie Greenwood, City Clerk

Zoom Participation:

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

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

Dates to Remember:

September 27, 2022-Regular Council Meeting

October 8, 2022-Reedley Fiesta Parade & Walk Run

October 11, 2022-6pm Joint meeting with Planning Commission at Reedley Community Center-Senior Room

October 11, 2022-7pm Regular Meeting at Reedley Community Center-Senior Room

October 25, 2022-Regular Council Meeting

#4

REEDLEY CITY COUNCIL MEETING – August 9, 2022

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

The meeting of Reedley City Council called to order by Mayor Fast at 7:00 p.m. on Tuesday, August 9, 2022 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Pastor Matt Harder, Reedley Mennonite Brethren Church

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Soleno

ROLL CALL

Council Members

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

Absent: Robert Beck.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

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

Motion unanimously **carried**.

PRESENTATION

1. RECOGNITION OF COUNCIL MEMBER ROBERT O. BECK FOR HIS SERVICE TO THE COMMUNITY
Council and Staff thanked Mr. Beck for his years of service and his many contributions to Reedley. Mr. Beck thanked everyone and wished everyone the best.

BREAK

7:12PM-7:20PM

PUBLIC COMMENT

None.

CONSENT AGENDA (Item 2-7)

Council Member Tuttle asked for item 5 to be removed Mayor Fast requested item 4 and 7 also be removed.

Mayor Fast asked to discuss item 4 prior to the vote. Mayor Fast said she wanted to clarify, after reviewing the map of the property on Zumwalt Avenue the property appears to be quite large. Mayor Fast asked if the owners of the property on Zumwalt Avenue will be only using the water for the personal use. City Planner, Ellen Moore stated that they do have a large amount of property however the City will only be providing domestic water for the house.

Council Member Tuttle said on item 5 he wanted to see if instead of having this be a pilot program that could this event be reoccurring. Council Member Tuttle said that this would attract the crowds and that some of the people would visit our downtown businesses.

On item 7 Mayor Fast said she wanted to confirm that this position would be funded by an outside source. Community Services Director, Sarah Reid said that was correct, this position would be funded by Kings Canyon Unified School District. Ms. Reid provided a brief history to how this position became created to answer Mayor Fast’s questions.

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

2. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF JULY 26,. - *Approved*

REEDLEY CITY COUNCIL MEETING – August 9, 2022

3. APPROVAL FOR TRAVEL AND CONFERENCE RELATED EXPENSES FOR COUNCIL MEMBER TUTTLE TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE IN SEPTEMBER 2022– *Approved*
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN OUTSIDE CITY WATER SERVICE AGREEMENT WITH THE OWNERS OF REAL PROPERTY LOCATED AT 9551 SOUTH ZUMWALT AVENUE –*Approved*
5. APPROVE THE CITY OF REEDLEY PARTNERSHIP WITH FRESNO STREET EATS TO PROVIDE A FOOD TRUCK EVENT ON AUGUST 19, 2022 AT PIONEER PARK –*Approved*
6. ADOPT RESOLUTION 2022-071 APPROVING AND ACCEPTING REVISIONS TO THE CITY QUALITY ASSURANCE PROGRAM –*Approved*
7. ADOPT RESOLUTION 2022-073 AUTHORIZING THE ADDITION OF ONE (1) FULL TIME OFFICE ASSISTANT POSITION TO SUPPORT THE ADDITIONAL PURCHASING RESPONSIBILITIES WITHIN THE EXPANDED LEARNING OPPORTUNITIES PROGRAMS (ELOP)- *Approved*

PUBLIC HEARING

ORDINANCES - With respect to the approval of ordinances, the reading of the title thereto shall be deemed a motion to waive a reading of the complete ordinance and unless there is a request by a Council Member that the ordinance be read in full, further reading of the ordinance shall be deemed waived by unanimous consent of the Council.

8. CONDUCT PUBLIC HEARING AND CONSIDER ITEMS ASSOCIATED WITH MANNING AVENUE ANNEXATION APPLICATION NO. 2020-01
 - A. ADOPT RESOLUTION 2022-075, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2020-15, A MITIGATED NEGATIVE DECLARATION, DATED JUNE 2, 2022, AND APPROVING ANNEXATION APPLICATION NO. 2020-01, PRE-ZONE APPLICATION NO. 2020-01, CONDITIONAL USE PERMIT APPLICATION NO. 2022-05, AND VESTING TENTATIVE SUBDIVISION MAP NO. 6408
 - B. INTRODUCTION OF ORDINANCE NO. 2022-004, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING PRE-ZONE APPLICATION NO. 2020-01 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY
 - C. ADOPT RESOLUTION 2022-076, A RESOLUTION OF APPLICATION BY THE CITY OF REEDLEY REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE MANNING AVENUE REORGANIZATION

City Planner, Ellen Moore explained that the proposed annexation site is bordered by the Manning Avenue and I Street intersection on the north and the Kings River on the west, and residential homes on the south with agricultural fields and commercial properties on the east. This would pertain to the annexation of approximately 58 acres into the City of Reedley which would pertain to development of approximately 13 acres of the 58 acres for commercial use as part of a master plan for the project site. The master plan includes the proposed development of 10 commercial buildings.

Public Hearing Opened: 8:03 p.m.

Doug Cords stated that he has worked with the Otani Family for about 20 years and said they are looking forward to get the project through Fresno Local Agency Formation Commission.

Public Hearing Closed: 8:05 p.m.

Council Member Soleno moved, Council Member Tuttle seconded to accept, and:

REEDLEY CITY COUNCIL MEETING – August 9, 2022

- A. ADOPT RESOLUTION 2022-075, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2020-15, A MITIGATED NEGATIVE DECLARATION, DATED JUNE 2, 2022, AND APPROVING ANNEXATION APPLICATION NO. 2020-01, PRE-ZONE APPLICATION NO. 2020-01, CONDITIONAL USE PERMIT APPLICATION NO. 2022-05, AND VESTING TENTATIVE SUBDIVISION MAP NO. 6408

Motion unanimously **carried**.

Council Member Tuttle moved, Council Member Betancourt seconded to accept, and:

- B. INTRODUCTION OF ORDINANCE NO. 2022-004, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING PRE-ZONE APPLICATION NO. 2020-01 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY

Motion unanimously **carried**.

Council Member Tuttle moved, Council Member Soleno seconded to accept, and:

- C. ADOPT RESOLUTION 2022-076, A RESOLUTION OF APPLICATION BY THE CITY OF REEDLEY REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE MANNING AVENUE REORGANIZATION

Motion unanimously **carried**.

ADMINISTRATIVE BUSINESS

9. APPROVE ITEMS RELATED TO CITY COUNCIL DISTRICT 3

- A. ACCEPT RESIGNATION OF COUNCIL MEMBER ROBERT BECK
- B. DISCUSS AND DIRECT STAFF TO PROCEED WITH ACTIONS TO FILL VACANT DISTRICT 3 COUNCILMEMBER SEAT BY APPOINTMENT OR SPECIAL ELECTION

City Manager, Nicole Zieba shared that Mr. Beck has served as a Councilmember for District 3 since 2011. Unfortunately, due to health reasons Mr. Beck is no longer able to fulfil his duties as a council member and has submitted his letter of resignation to Council. There are two years remaining on the four-year council term for District 3. Government Code Section 36512 (b) provides that when a vacancy on the City Council occurs and there are not at least 130 days prior to the next general municipal election, the Council has 60 days to either fill the vacancy by appointment process or call a special election to fill the vacancy. Due to the effective date of the resignation, there are less than 130 days before the next general election.

Given the cost and delay of holding a special election to fill the vacancy, staff recommends that City Council consider appointing a qualified resident to hold the office for the remaining two years of the term. Appointment must be made prior to September 30th to comply with State law. Ms. Zieba explained that Council has broad discretion on selecting someone to fill the vacancy. The only qualifications for the replacement is that the selected person must reside in Council District 3 and be registered to vote in that district. Ms. Zieba answered Council’s questions.

Council Member Tuttle moved adding that he would accept item A, the resignation of Robert Beck and for item B the direction to staff is to reach out to the residents in District 3 and encourage them to apply for the vacant Council Member seat. Qualified applicants would be invited to attend the September 13th Council Meeting for a brief 3-5 minute interview. Council Member Betancourt seconded to accept, and: APPROVE ITEMS RELATED TO CITY COUNCIL DISTRICT 3

- A. ACCEPT RESIGNATION OF COUNCIL MEMBER ROBERT BECK
- B. DISCUSS AND DIRECT STAFF TO PROCEED WITH ACTIONS TO FILL VACANT DISTRICT 3 COUNCILMEMBER SEAT BY APPOINTMENT OR SPECIAL ELECTION

Motion unanimously **carried**.

10. CONSIDERATION OF ITEMS PERTAINING TO THE REEDLEY RETIREE HEALTHCARE PLAN

- A. RECEIVE & REVIEW THE ACTUARIAL VALUATION REPORT OF THE REEDLEY RETIREE HEALTHCARE PLAN (No Action)
- B. ADOPT RESOLUTION NO. 2022-074 AMENDING AND RESTATING THE TIERED

REEDLEY CITY COUNCIL MEETING – August 9, 2022

MEDICAL BENEFIT STRUCTURE FOR CITY OF REEDLEY RETIREES INCREASING THE CITY'S CONTRIBUTION TOWARDS ELIGIBLE DEPENDENT COVERAGE

Assistant City Manager, Paul Melikian discussed the latest report available for the Reedley Retiree Healthcare Plan. The City's actuary, Bartel Associates completed the required actuarial valuation of the Retiree Healthcare plan as of June 30, 2021. The plan was established by resolution in 2013 and has been amended from time to time. The latest valuation report illustrates that the financial status of the Plan continues to improve with the unfunded liability decreasing.

Council Member Soleno moved, Council Member Betancourt seconded to accept, and: ADOPT RESOLUTION NO. 2022-074 AMENDING AND RESTATING THE TIERED MEDICAL BENEFIT STRUCTURE FOR CITY OF REEDLEY RETIREES INCREASING THE CITY'S CONTRIBUTION TOWARDS ELIGIBLE DEPENDENT COVERAGE

Motion unanimously **carried**.

RECEIVE INFORMATION & REPORTS

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

11. REEDLEY'S RIVER CITY THEATRE COMPANY, PROFIT & LOSS STATEMENT FOR THE PERIOD OF APRIL 1 – JUNE 30, 2022
12. REEDLEY COMMUNITY SERVICES COMMISSION MINUTES OF REGULAR MEETING OF JANUARY 27, 2022
13. REEDLEY PLANNING COMMISSION MINUTES OF REGULAR MEETING OF JULY 7, 2022

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 Tuttle:

- Discussed the meeting with Senator Jim Costa

Mayor Fast

- Discussed the Council of Governments meeting and Fresno County Rural Transit meeting she attended and provided a brief update
- Attended the Air Board meeting and provided a brief update
- Discussed the play she attended at the Opera House

STAFF REPORTS

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

City Manager, Nicole Zieba

- Discussed Board of Supervisors meeting and provided a brief update
- Mentioned upcoming events including Fiesta, Boys and Girls Fundraiser, Kings River Conservancy dinner
- Discussed upcoming joint meeting with the Planning Commission on October 11

Public Works Director, Russ Robertson

- Provided an update on projects that they are working on

CLOSED SESSION

16. Government Code Section 54957
THREAT TO PUBLIC SERVICES OR FACILITIES; CONSIDERATION OF TACTICAL RESPONSE PLAN
Consultation with: Jose L. Garza, Chief of Police

REEDLEY CITY COUNCIL MEETING – August 9, 2022

17. Government Code Section 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 100 N. East Avenue

Agency Negotiator: City Manager

Negotiating Parties: Boys and Girls Club

Under Negotiation: Price and Terms of Payment

18. GOVERNMENT CODE SECTION 54957.6

Conference with Labor Negotiators

Agency Representatives: City Manager & Assistant City Manager

Employee Organization: Unrepresented

RECONVENE TO OPEN SESSION

City Attorney, Laurie Avedisian Favini reported that no action was taken in closed session.

ADJOURNMENT

Mayor Fast adjourned the regular meeting at 10:16 p.m.

Mayor Mary Fast

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: September 13, 2022

TITLE: RECOMMENDATION OF REJECTION OF CLAIM –Contreras, Pedro J. M.

SUBMITTED: Amar Bains, Accountant *AB*

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

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

RECOMMENDATION

That the City Council reject a claim received from Pedro J.M. Contreras on August 23, 2022. The claim has been referred to Acclamation Insurance Management Services (AIMS) for investigation and recommendation to the City.

BACKGROUND

The Claim Form from Mr. Pedro J.M. Contreras alleges that on August 19, 2022, Officer Jimenez took his property and after that, it was nowhere to be found. The Claimant is seeking \$2,190 in total that includes \$1,500 cash, \$150 for the tow truck, \$300 for the wallet, and \$240 to make a new key.

According to the Reedley Police Department Incident Report, case number 22-0002678, on August 19, 2022, Officer Arenas, who was assisting Officer Jimenez, detained Mr. Contreras to stop the fight between him and a Mr. Lira. Officer Arenas then emptied Mr. Contreras' pockets and placed the property on the trunk of Mr. Contreras' vehicle. After the issue was resolved, and Officer Jimenez advised Mr. Contreras that he was free to leave, he (Contreras) then asked for his property back it was not on the trunk anymore.

Footage from the body-worn camera showed that Mr. Lira and an unidentified female walked up to the vehicle and took Mr. Contreras' property that was lying on top of the trunk.

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

ATTACHMENTS

1. Letter from Claimant

CLAIM FORM

(Please Type Or Print)

CLAIM AGAINST CITY OF REEDLEY

Claimant's name: Pedro Jaime Martinez Cortreras
(Name of Entity)

SS#: [REDACTED] Gender: Male Female

Claimant's address: [REDACTED]

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

Date of incident/accident: August 19, 2022

Date injuries, damages, or losses were discovered: _____

Location of incident/accident: Bar 1333 1st Reedley Ca. 93654

What did entity or employee do to cause this loss, damage, or injury? Officer Jimenez To my property AND can't be found.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? 1,500 cash \$150 Tow truck 300 wallet, 240 To make a new key.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] 2,190

How was this amount calculated (please itemize)? 1,500 cash, 150 Tow truck 300 wallet worth, To make a new key 240
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 8.23.22 Signature: PJMC

If signed by representative:
Representative's Name _____ Address _____
Telephone # _____
Relationship to Claimant _____



REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: September 13, 2022

TITLE: RECOMMENDATION OF REJECTION OF CLAIM – Longoria, Ramon

SUBMITTED: Amar Bains, Accountant *AB*

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

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

RECOMMENDATION

That the City Council reject a claim received from Ramon Longoria on August 15, 2022. The claim was referred to Acclamation Insurance Management Services (AIMS) for investigation and recommendation to the City.

BACKGROUND

The Claim Form from Mr. Ramon Longoria alleges that on February 17, 2022, the Reedley Police were in pursuit of a suspect, and while being pursued the suspect crashed into the claimant's vehicle. The claimant sustained whiplash injuries and was referred to physical therapy.

Based upon their investigation, AIMS found no evidence of negligence and/or liability on the part of the City of Reedley because there was no evidence of a pursuit on that day involving the Reedley Police Department, and the accident did not occur within the city limits.

AIMS has therefore recommended that the claim be rejected.

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

ATTACHMENTS

1. Letter from Claimant

**CITY OF REEDLEY
CLAIM FORM**

Claim Against CITY OF REEDLEY (Name of Entity)

Claimant's Name RAMON LONGORIA

Claimant's DOB [REDACTED] Claimant's SS# [REDACTED]

Claimant's Address: [REDACTED]

Address where Notices related to this Claim shall be sent, if different from above:

[REDACTED]

Date of incident/accident: 02/17/2022 Date injury/ damage/ loss discovered: 02/17/2022

Location of incident/accident: W MERCED ST JUST WEST OF S ALTA AVE, DINUBA CA

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

The Reedley police were in pursuit of a suspect, and while being pursued the suspect then crashed into claimant's vehicle

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

Names of the Entity's employees who caused this injury, damage, or loss (if known): unknown

What are Claimant's specific injuries, damages, or losses? physical injuries, whiplash

What amount of money is claimant seeking, or if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction? *Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]*
unlimited not limited, over \$25,000

How was this amount calculated (please itemize)? Based on physical injuries suffered due to the accident. Claimant suffered whiplash and was referred to physical therapy.

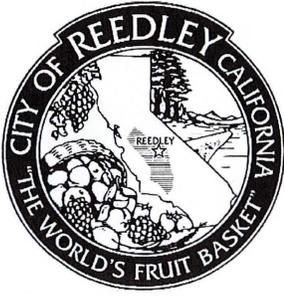
Date Signed: 08/13/2022 Signature: [Handwritten Signature]

If signed by a representative:

Representative's Name Jesus Martinez Phone # 559-777-6587

Address PO BOX 7811, FRESNO, CA 93747

Relationship to Claimant ATTORNEY



REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: September 13, 2022

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE YEAR AGREEMENT WITH THE FRESNO COUNTY RURAL TRANSIT AGENCY FOR LAW ENFORCEMENT SERVICES ON TRANSIT VEHICLES

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 approve and authorize the City Manager to execute a one-year agreement with the Fresno County Rural Transit Agency (FCRTA) for law enforcement services on transit vehicles, not to exceed \$10,000, covering the period July 1, 2022 to June 30, 2023.

EXECUTIVE SUMMARY

The FCRTA would like to continue its relationship with the City to provide law enforcement services on FCRTA transit vehicles operating within city limits. Under the terms of the attached Agreement, a City police officer will board a FCRTA vehicle at minimum, once per week, to provide a security presence on the vehicle and at the bus shelter. All terms are consistent with the requirements of the existing Agreement, which ended June 30, 2022.

FISCAL IMPACT

As in past years, the City will continue to bill the FCRTA semi-annually for services rendered under this Agreement in an amount not to exceed \$10,000 for the 2022-23 fiscal year. The revenue will be deposited to the General Fund and used to offset the cost of law enforcement.

ATTACHMENTS

Agreement for Law Enforcement Services

**AGREEMENT FOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE
CITY OF REEDLEY**

This AGREEMENT, made and entered into this 1st day of July, 2022 (hereinafter referred to as “Effective Date”) by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a California joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF REEDLEY, a California municipal corporation and general law city (hereafter referred to as "CITY"). FCRTA and CITY are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcement, safety, security, and other services as described in this Agreement to FCRTA vehicles and facilities operating within CITY’S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

I. CITY’S OBLIGATIONS

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY shall complete and submit the FCRTA Police Officer Observation Report attached hereto as Exhibit A and incorporated herein by reference.

C. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

II. FCRTA's OBLIGATIONS

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

III. COMPENSATION AND INVOICING

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$10,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$166.44 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either Party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;
3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

V. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CITY shall have absolutely no right to employment rights and benefits available to FCRTA employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save FCRTA harmless from all matters relating to payment of CITY's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to FCRTA or to this Agreement.

VI. ASSIGNMENT

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a Party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

VII. BINDING NATURE OF AGREEMENT; MODIFICATION

The Parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the Parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

VIII. INDEMNITY

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

IX. NON DISCRIMINATION AND DBE

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

X. INSURANCE

Without limiting either Parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.
- E. Workers compensation insurance as required by law.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

No subcontractor of CITY shall not cancel or change any insurance policy required by this Agreement without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of all insurance policies required by this Agreement to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

XI. CONFLICT OF INTEREST

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

XII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the Effective Date above and shall remain in full force and effect through June 30, 2023, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

XIII. NOTICES

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, at such addresses set forth below:

FCRTA
Moses Stites, General Manager
Fresno County Rural Transit Agency
2035 Tulare, Suite 201
Fresno, CA 93721

CITY
Nicole Zieba, City Manager
City of Reedley
1717 9th Street
Reedley, CA 93662

For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies, any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, commencing with section 810).

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XIV. VENUE; GOVERNING LAW

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

XV. LEGAL AUTHORITY

Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Agreement, and that the individual signing this Agreement on behalf of such Party has been duly authorized to execute this Agreement on behalf of such Party, and will, by signing this Agreement on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Agreement. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Agreement in order for such Party to authorize, enter into, and perform its obligations under this Agreement, or that if such approval or consent to this Agreement is required, that such approval or consent has been obtained.

XVI. DRUG FREE WORK PLACE

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

XVII. FEDERAL FUNDS

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation."

XVIII. REPRESENTATION BY COUNSEL

Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement.

XIX. CONSTRUCTION OF AGREEMENT

The Parties hereby acknowledge that they and their respective counsel have cooperated in the drafting and preparation of this Agreement, for which reason this agreement shall not be construed against any Party as the drafter thereof.

XX. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

XXI. COMPLETE AGREEMENT

This Agreement represents the full and complete understanding of the parties with respect to the subject matter hereof, and all preliminary negotiations and oral or written agreements with respect thereto are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written instrument signed by both Parties. No waiver of any provision of this Agreement will be valid unless and until it is in writing and signed by the Party making the waiver. Waiver by either Party at any time of a breach or default of this Agreement shall not be deemed a waiver of or consent to a breach or default of the same or any other provision of this Agreement.

XXII. ASSIGNMENT/TRANSFER

No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of the FCRTA.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By _____
MOSES STITES, General Manager

CITY OF REEDLEY

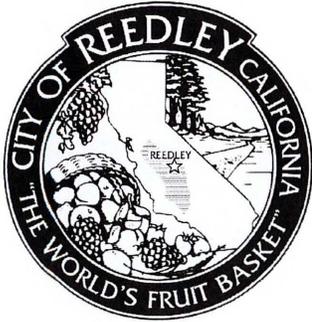
By _____
NICOLE ZIEBA, City Manager

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By *Bryan D. Rome* E-Signed by
BRYAN ROME, Deputy County Counsel Bryan D. Rome
August 2, 2022

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
REEDLEY CITY ATTORNEY



REEDLEY CITY COUNCIL

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

ITEM NO: 8

DATE: September 13, 2022

TITLE: AUTHORIZE A LETTER OF INTENT BE SUBMITTED TO THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD SUPPORTING THE INSTALLATION OF A WATER MAIN ON PARLIER AVENUE AND COLUMBIA AVENUE

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

APPROVED: Nicole R. Zieba *NZ*
City Manager

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to submit a letter of intent 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 has been contacted by multiple residents along Columbia Avenue and Parlier Avenue who are currently served by wells and the wells have gone dry. Those residents have been directed by staff to contact Self Help in order to receive temporary water tanks, water bottles and to apply for funding for a new well or to extend the length of their current well. Some of the residents are annexed into the City; however, a majority of the residents are in the County of Fresno. The City currently does not have funds to install a water main and provide services to the residents. Self Help contacted the SWRCB to inquire about funding for the water main and the State is asking that the City submit a letter of intent stating that the City is onboard with the Project and willing to connect the residents to the City's water system prior to proceeding any further with the Project. Staff had some concerns regarding connecting the County residents and how that would impact the City's per capita limits that may be imposed by the State in the future and the State and Self Help have assured us that they will investigate this matter in the preliminary engineering report for the Project. Staff agrees with supporting this Project as multiple residents in the area of the Project are having their wells go dry. In addition, the State and Self Help will coordinate with the City and will fully fund the Project.

FISCAL IMPACT

There is no fiscal impact by submitting the letter of intent. In addition, the State and Self Help have been made aware that the City does not have any funding for this Project.

ATTACHMENTS

1. Letter of Intent.
2. Email from Self Help and State regarding Project.
3. Map of project location and potential parcels to be connected to City water services.



City of Reedley

OFFICE OF THE CITY MANAGER
1717 Ninth Street
Reedley, Ca. 93854
(559) 637-4200 ext. 212

September 13, 2022

State Water Resources Control Board
Attn: Artena Kubik
1001 I Street
Sacramento, CA 95814

RE: TA Request for Private Residents in Reedley, CA – Letter of Intent Supporting Project

Dear Artena Kubik,

This letter is to indicate the City of Reedley's support with moving forward with the investigation portion for the installation of a water main on Parlier Avenue and Columbia Avenue in order to connect multiple residents to the City's water system. The City of Reedley does not have available funds for the project, however, does support the project.

Sincerely,

Nicole R. Zieba,
City Manager

Morales, Marilu

From: Garrett, James@Waterboards <James.Garrett@waterboards.ca.gov>
Sent: Wednesday, August 17, 2022 4:23 PM
To: Armando Murrieta; Kubik, Artena@Waterboards
Cc: Morales, Marilu
Subject: RE: TA Request for Private Residents in Reedley, CA

External

Hi Armando,

I agree with your email below. The City's concerns can be explored as part of the feasibility study evaluating the consolidation project.

Thank you,

James Garrett, PE
Senior Water Resource Control Engineer
Safe and Affordable Funding for Equity and Resilience
State Water Resources Control Board
(916) 445-4218



From: Armando Murrieta <armandom@selfhelpenterprises.org>
Sent: Wednesday, August 17, 2022 3:43 PM
To: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>
Cc: Garrett, James@Waterboards <James.Garrett@waterboards.ca.gov>; Morales, Marilu <marilu.morales@reedley.ca.gov>
Subject: Re: TA Request for Private Residents in Reedley, CA

EXTERNAL:

Hi Marilu,

It was good talking to you today! As we discussed earlier, this email is to confirm that SHE and DFA agree to investigate the gallons per capita regarding the residents who would like to connect to the City of Reedley's water system. The investigation will happen in the preliminary engineering report phase of Technical Assistance. This report will investigate what will be the most viable solution to connect these residents to the City of Reedley and it will also look at what will be the best solution in regard to the gallons per capita limits that might be imposed by the State.

James or Artena, can you please confirm that this is correct? Please feel free to clarify or add anything that I missed.

Once DFA confirms, Marilu, can you please get the city council to write a letter supporting this project? This would not be a binding letter. The letter should state that the city is willing to move forward with the investigation portion of the project.

Best wishes,

Armando Murrieta

ARMANDO MURRIETA

CD MANAGER

Self-Help Enterprises



8445 W. Elowin Court
P.O. Box 6520
Visalia, CA 93290

559-802-1684 Office
559-651-3634 Fax
armandom@selfhelpenterprises.org
[Http://www.selfhelpenterprises.org](http://www.selfhelpenterprises.org)

From: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>
Sent: Thursday, August 11, 2022 3:00 PM
To: Armando Murrieta <armandom@selfhelpenterprises.org>
Cc: Garrett, James@Waterboards <james.garrett@waterboards.ca.gov>; Morales, Marilu <marilu.morales@reedley.ca.gov>
Subject: RE: TA Request for Private Residents in Reedley, CA

Sorry about that Armando,
Either one of those dates will work.
Sincerely,
Artena

From: Armando Murrieta <armandom@selfhelpenterprises.org>
Sent: Thursday, August 11, 2022 2:06 PM
To: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>
Cc: Garrett, James@Waterboards <James.Garrett@waterboards.ca.gov>; Morales, Marilu <marilu.morales@reedley.ca.gov>
Subject: Re: TA Request for Private Residents in Reedley, CA

EXTERNAL:

Hi Artena,

I just talked with Marilu from Reedley and we are both available on Wednesday 8/17 from 11-12pm, and Friday 8/19 10-11am.

In your previous email, your days and dates didn't match up. Can you please let us know which of these two times works for you and James?

Best wishes,

Armando Murrieta

ARMANDO MURRIETA

CD MANAGER

Self-Help Enterprises



8445 W. Elowin Court
P.O. Box 6520
Visalia, CA 93290

559-802-1684 Office
559-651-3634 Fax
armandom@selfhelpenterprises.org
[Http://www.selfhelpenterprises.org](http://www.selfhelpenterprises.org)

From: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>
Sent: Wednesday, August 10, 2022 3:33 PM
To: Armando Murrieta <armandom@selfhelpenterprises.org>
Cc: Garrett, James@Waterboards <james.garrett@waterboards.ca.gov>
Subject: RE: TA Request for Private Residents in Reedley, CA

Hi Armando,

Sure, though I think it would be best to include James in on the call. He will be out this week but might have some time available next week. I included possible time slots for next week below:

8/15 Monday 10-11am
8/16 Wednesday 11-12pm
8/18 Friday 10-11am

Sincerely,
Artena Kubik

From: Armando Murrieta <armandom@selfhelpenterprises.org>
Sent: Tuesday, August 9, 2022 3:30 PM
To: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>
Subject: Fw: TA Request for Private Residents in Reedley, CA

EXTERNAL:

Hi Artena,

I just wanted to follow up and see if you were able to respond back to Marilu? Would you be open to having a call with her, so we can answer any of her questions?

Best wishes,

Armando Murrieta

ARMANDO MURRIETA

CD MANAGER

Self-Help Enterprises



8445 W. Elowin Court
P.O. Box 6520
Visalia, CA 93290

559-802-1684 Office
559-651-3634 Fax
armandom@selfhelpenterprises.org
[Http://www.selfhelpenterprises.org](http://www.selfhelpenterprises.org)

From: Morales, Marilu <Marilu.Morales@reedley.ca.gov>

Sent: Thursday, July 21, 2022 1:49 PM

To: Kubik, Artena@Waterboards <artena.kubik@waterboards.ca.gov>; Armando Murrieta <armandom@selfhelpenterprises.org>

Subject: RE: TA Request for Private Residents in Reedley, CA

Hi Artena,

The City is ok with allowing the residents currently relying on well water to connect to the City of Reedley's water system, however, the City does not have funds for this project. The City would like to know how this project would work with our per capita usage? We understand the state is going to be putting a per capita gallon restriction on cities and most of the lots on wells are very large lots and most are County of Fresno residents. I can provide a letter of intent stating that we will take this item to City Council with the next available meeting being August 8, 2022. If you can provide a little more information regarding the per capita usage so I can discuss that with the City Manager I would appreciate it.

Thanks,

Marilu S. Morales, PE

City Engineer - City of Reedley

Phone: (559) 637-4200 Ext. 221

From: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>

Sent: Wednesday, July 20, 2022 2:10 PM

To: Armando Murrieta <armandom@selfhelpenterprises.org>; Morales, Marilu <Marilu.Morales@reedley.ca.gov>

Subject: RE: TA Request for Private Residents in Reedley, CA

External

Good afternoon Marilu,

The residents in the Reedley currently relying on well water are requesting Technical Assistance from the State, to can connect with the City of Reedley's water system. If the City is onboard with this project could you please provide a Letter of Intent to proceed with the funded project to connect these residence to the City of Reedley water system?

Sincerely,

Artena Kubik

From: Armando Murrieta <armandom@selfhelpenterprises.org>

Sent: Wednesday, July 20, 2022 1:22 PM

To: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>; WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>

Subject: Re: TA Request for Private Residents in Reedley, CA

EXTERNAL:

Hi Artena,

I wanted to follow up and see if the City of Redley responded. If they haven't, please let me know and I will reach out.

Best wishes,

Armando Murrieta

ARMANDO MURRIETA

CD MANAGER

Self-Help Enterprises



8445 W. Elowin Court

P.O. Box 6520

Visalia, CA 93290

559-802-1684 Office

559-651-3634 Fax

armandom@selfhelpenterprises.org

[Http://www.selfhelpenterprises.org](http://www.selfhelpenterprises.org)

From: Armando Murrieta <armandom@selfhelpenterprises.org>

Sent: Thursday, July 14, 2022 8:59 AM

To: Kubik, Artena@Waterboards <artena.kubik@waterboards.ca.gov>; WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>

Subject: Re: TA Request for Private Residents in Reedley, CA

Good morning Artena,

My contact at Reedley has been Marilu Morales, she is the City Planner.

Here is her email address:

marilu.morales@reedley.ca.gov

Let me know if you have any other questions.

Best wishes,

Armando Murrieta

From: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>
Sent: Wednesday, July 13, 2022 1:02 PM
To: Armando Murrieta <arandom@selfhelpenterprises.org>; WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>
Subject: RE: TA Request for Private Residents in Reedley, CA

Hi Armando,

We will need to receive a letter of intent from the City of Reedley, to assure the city is on board with the consolidation. I can send an email to JOHN.ORNELLAS@REEDLEY.CA.GOV to request this information unless you have a better contact?

Sincerely,
Artena

From: Armando Murrieta <arandom@selfhelpenterprises.org>
Sent: Wednesday, July 13, 2022 12:42 PM
To: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>; WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>
Subject: Re: TA Request for Private Residents in Reedley, CA

EXTERNAL:

Hi Artena,

I wanted to follow up and see what the status of the this TA request was.

Best wishes,

Armando Murrieta

ARMANDO MURRIETA

CD MANAGER

Self-Help Enterprises



8445 W. Elwin Court
P.O. Box 6520
Visalia, CA 93290
559-802-1684 Office
559-651-3634 Fax
arandom@selfhelpenterprises.org
[Http://www.selfhelpenterprises.org](http://www.selfhelpenterprises.org)

From: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>
Sent: Wednesday, June 29, 2022 10:24 AM
To: Armando Murrieta <arandom@selfhelpenterprises.org>; WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>
Subject: RE: TA Request for Private Residents in Reedley, CA

Thank you Armando

From: Armando Murrieta <armandom@selfhelpenterprises.org>

Sent: Wednesday, June 29, 2022 9:27 AM

To: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>; WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>

Subject: Re: TA Request for Private Residents in Reedley, CA

EXTERNAL:

Hi Artena,

I replied to the TArequest email back on the 15th of this month, but I didn't Cc you on the email, sorry about that!

The City is aware of the residents that want to consolidate and the city is willing to take on the project, if it is fully funded.

Best wishes,

Armando Murrieta

ARMANDO MURRIETA

CD MANAGER

Self-Help Enterprises



8445 W. Elowin Court
P.O. Box 6520
Visalia, CA 93290

559-802-1684 Office
559-651-3634 Fax
armandom@selfhelpenterprises.org
[Http://www.selfhelpenterprises.org](http://www.selfhelpenterprises.org)

From: Kubik, Artena@Waterboards <Artena.Kubik@Waterboards.ca.gov>

Sent: Monday, June 27, 2022 10:53 AM

To: WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>; Armando Murrieta <armandom@selfhelpenterprises.org>

Cc: Kubik, Artena@Waterboards <artena.kubik@waterboards.ca.gov>

Subject: RE: TA Request for Private Residents in Reedley, CA

Good morning Armando,

I just wanted to follow up on my previous email regarding the Residence of Reedley? Could you tell us if the city is aware of Residents of Reedley system wanting to consolidate with city and if the city is willing to take this on?

Sincerely,
Artena

From: WB-DFA-TArequest
Sent: Monday, June 13, 2022 8:24 AM
To: Armando Murrieta <armandom@selfhelpenterprises.org>; WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>
Subject: RE: TA Request for Private Residents in Reedley, CA

Good morning Armando,
Could you tell us if the city is aware of Residents of Reedley system wanting to consolidate with city and if the city is willing to take this on?

Sincerely,
Artena Kubik

From: Armando Murrieta <armandom@selfhelpenterprises.org>
Sent: Tuesday, May 31, 2022 10:08 AM
To: WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>
Subject: Re: TA Request for Private Residents in Reedley, CA

EXTERNAL:

Good morning lbyang,

I apologize for the delay, but here are the maps that I have.

The houses in yellow are on private wells and would like to connect to the City of Reedley, the red squares are the nearest water mains, and the 2 homes in the blue squares have dry wells and have run out of water. I've also attached the city of Reedley zoning map.

If you have any questions, please feel free to contact me.

Best wishes,

Armando Murrieta

ARMANDO MURRIETA
COMMUNITY DEVELOPMENT SPECIALIST

Self-Help Enterprises



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From: WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>
Sent: Thursday, May 26, 2022 5:49 PM

To: Armando Murrieta <armandom@selfhelpenterprises.org>; WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>

Subject: RE: TA Request for Private Residents in Reedley, CA

Please provide a map of the residences that are interested in being connected to the city of Reedley. A google map with street names and a boundary around it would be extremely helpful. As part of our review of TA Requests, we do a MHI determination.

~ lbyang

From: Armando Murrieta <armandom@selfhelpenterprises.org>

Sent: Tuesday, May 24, 2022 3:08 PM

To: WB-DFA-TArequest <DFA-TArequest@waterboards.ca.gov>

Subject: TA Request for Private Residents in Reedley, CA

EXTERNAL:

Hello,

Please see attached.

If you have any questions, please feel free to contact me.

Best wishes,

Armando Murrieta

ARMANDO MURRIETA
COMMUNITY DEVELOPMENT SPECIALIST

Self-Help Enterprises

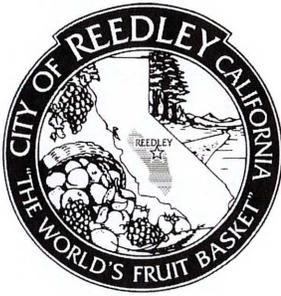


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REEDLEY CITY COUNCIL

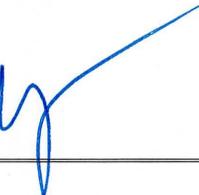
- Consent Calendar
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 9

DATE: September 13, 2022

TITLE: AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH MKN & ASSOCIATES FOR THE DESIGN AND CONSTRUCTION DOCUMENT PREPARATION FOR THE WASTEWATER TRUNK MAIN REPLACEMENT ALONG OLSON AVENUE TO THE CITY'S WASTEWATER TREATMENT PLANT TO INCLUDE IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT

SUBMITTED: Marilu Morales 
City Engineer

APPROVED: Nicole Zieba 
City Manager

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager, or designee, to amend the existing professional services agreement with MKN & Associates (MKN) for the design and construction document preparation for the wastewater trunk main replacement along Olson Avenue to the City's Wastewater Treatment Plant (WWTP) to also include improvements to the wastewater treatment plant.

EXECUTIVE SUMMARY

The City of Reedley entered into a professional services agreement with MKN on July 9, 2018 to prepare the design and construction documents for the wastewater trunk main replacement along Olson Avenue to the WWTP (Project). The Project was designed and then shelved while the City searched for construction funding. The City was able to receive construction funding from the State Water Resources Control Board (SWRCB) in the amount of \$2.8 million dollars for the Project. The Project will be released for bidding this fiscal year and anticipates construction to begin in the winter.

During the course of the design of the Project, MKN prepared a technical memorandum for the Public Works Department regarding issues and potential solutions to recommended improvements at the WWTP. The recommended improvements were originally planned to be completed prior to the Project going out to bid, however, due to funding constraints the improvements were never completed. Since the Project is adjacent to the site and will require the bypass of wastewater during construction it was requested of MKN to submit a proposal to include the proposed improvement to the Project plans and specifications so that the improvements could be completed concurrently and not have to go out to bid separately. MKN submitted a proposal in the amount of \$65,588 (attached),

to include the additional improvements to the plans and specifications.

Staff is requesting that Council authorize the City Manager to sign an amendment to the current MKN contract to include the additional design and document preparation for improvements to the WWTP. The inclusion of the WWTP improvements will reduce the cost of engineering services as the items will be included in the existing plans and specifications and a new set of plans and specifications will not need to be prepared. In addition, during construction the costs will be reduced due to the fact that a contractor will already be within the vicinity of the WWTP, a sewer bypass will already be in place and a construction manager will already be inspecting the project.

PRIOR COUNCIL ACTIONS

Resolution No. 2018-068 authorized the City Manager to enter into a professional services agreement with MKN & Associates for design consulting services related to the design and construction document preparation for the Project.

FISCAL IMPACT

To date MKN expenses have totaled \$257,837.12. The addition of this amendment would increase the total expenses to \$323,425.12. The funding for this amendment would come from existing budgeted Sewer Capital funds in the current fiscal year budget.

ATTACHMENTS

1. MKN Influent Pump Station Improvements Fee
2. MKN Technical Memorandum – Reedley WWTP Influent Pump Station



June 14, 2022

Marilu S. Morales, PE
City Engineer
City of Reedley
(Submitted Electronically)

SUBJECT: Influent Pump Station Improvements

Dear Ms. Morales,

Project Understanding

It is our understanding that the City is interested in making improvements to the Wastewater Treatment Plant Influent Pump Station. MKN was asked to provide this proposal to incorporate the design of these improvements with the Wastewater Trunk Line Upsizing along Olson Avenue bid documents. The proposed improvements will include:

- Influent Pump Discharge Piping –Portions of the exposed piping in the wetwell, valve vault and above ground between the valve vault and headworks show significant signs of corrosion. This piping should be further inspected to determine the extent of needed replacement. The deficient pipes should be replaced with either epoxy lined and coated ductile iron or stainless-steel pipe.
- Pump Guide Rails and discharge – The influent pump guide rails and pump discharge elbows will be evaluated and repaired or replaced as necessary.
- Backup/Emergency Bypass Pump – A new electric above ground self-priming emergency bypass pump will be installed on a concrete slab adjacent to the headworks structure. The pump will be connected to a permanent suction line into the wetwell which will penetrate the side of the structure below-grade. The pump will discharge into the headworks splitter box through piping to an existing hole. The pump will be integrated into the plant SCADA and backup power system to provide reliable backup pumping capacity in the event of influent lift station failure.
- Headworks Influent Box – The concrete and coating in the headworks influent box upstream of the bar screens will be non-structurally repaired.
- Pump Station Concrete Cover – The corroding rebar will be exposed and coated with a rust inhibitor and then the concrete non-structurally repaired and recoated.
- Pump Station Safety Grate – The safety grating will be removed, sandblasted and recoated.

MKN is pleased to provide this proposal to revise the construction plans and technical specifications to include the additional pump station improvements. Also included are engineering services during construction.

The MKN proposed Scope of Services generally consists of the following activities:

- Review existing documents, record drawings and available flow projection data
- Develop pump system curve (for the emergency bypass pump)
- Prepare preliminary (30% design) site layout and pipe main alignment identifying key components for City review and approval



- Prepare Construction Documents including plans, technical specifications, and opinion of construction costs
- Provide bid and construction phase engineering services

Construction management services are not included in our scope but can be included upon request. The proposed Scope of Service herein, is based on our project understanding and conversations with City Staff. Please review and let me know if you have any questions or would like to discuss. We are happy to adjust the scope as necessary to fit the City's requirements.

Scope of Work

MKN proposes to perform the following scope of work for this project:

Task Group 100 – Project Management and Kickoff Meeting

MKN will conduct a kickoff meeting with City staff to review project scope, schedule, deliverables, and any construction and operational concerns for the Pump Station Improvements. MKN will prepare meeting minutes with all decisions and any action items.

This task includes a review of each deliverable by a qualified principal level reviewer to ensure MKN work products meet the requirements of the executed scope of services and stipulated requirements of the City.

Task Group 200 – Design Document Development

MKN will prepare construction plans and technical specifications for the pump station improvements utilizing three (3) distinct submittals (30%, 95% and Final). Plans will be prepared in AutoCAD format. MKN will submit deliverables to the City. After City has reviewed each package, MKN will review and discuss make necessary revisions per the City comments. MKN will provide an opinion of probable construction costs with the 30% and 95% submittals.

The 30% deliverable will provide the overall proposed site layout, key design features, and performance criteria. The performance criteria will include parameters such as flows, pump cycle times, station system curve, and identified candidate bypass pump curves.

MKN's subconsultant Electrical Power Systems (EPS) will design and specify all electrical components for the lift station emergency bypass pump including, electrical distribution, and equipment connections. EPS will also design and specify all controls for the lift station including communications with the City's SCADA system.

Construction Document Deliverables:

- 30% Submittal (two hard copies and an electronic PDF format copy)
 - Draft half-size (11" x 17") drawings
 - Technical specifications outline
 - Draft opinion of probable construction costs
- 95% Submittal (hard copies and an electronic copy in PDF Format):
 - Five revised half-size (11" X 17") drawings
 - Two hard copies Draft technical specifications



- Two hard copies revised opinion of probable construction costs
- Final Submittal (Electronic Copies in PDF and AutoCAD Formats):
 - Four final half-size (11" X 17") drawings
 - One final full-size (22" x 34") drawings
 - Two final technical specifications
 - Two final opinion of probable construction costs

Anticipated Drawings:

- General & Civil (8 Sheets)
 - Demolition Plan (1 sheet)
 - Site Plan and Sections (4 sheets)
 - Civil Details (3 sheets)
- Electrical and Instrumentation (6 Sheets)
 - Electrical (2 sheets)
 - Instrumentation & Controls (1 Sheets)

Task Group 300 – Bid Phase Support

The bid phase support for these additions will be incorporated into the bid phase support for the original Olsen Avenue upsizing project. The additional improvements are anticipated to generate more questions during bidding and may require a second bid addendum.

Additional Bid Phase Deliverables:

- Addenda issued during the bidding phase

Task Group 400 – Engineering Services During Construction

The additional MKN scope for the pump station improvements will increase the original scope with the following additional engineering support services during the construction phase of the project:

- Respond to up to two (2) Additional Requests for Information (RFIs) From the Contractor
- Review up to ten (10) additional equipment and material submittals and resubmittals
- Record Drawings- MKN will prepare additional record drawings based on the contractor's pump station improvement redlined as-builts. Design changes issued via addenda or change orders will also be incorporated into the record drawings.
- Startup Support – MKN will provide support during project startup
- Attend Final Walk Through and Prepare Punch List - MKN will participate in a final walk through with City staff and prepare a punch list of items to be addressed by the Contractor.

Construction Phase Deliverables:

- Responses to RFI's
- Submittal review comments
- Record Drawings – Delivered electronically as PDF's or as DWG files
- Final Walk-through punch list

Project Assumptions:



- Front-end contract documents will be prepared by the City.
- Permits will be obtained by the Owner/Contractor.
- No survey work is necessary
- No additional CEQA compliance work will be required
- Electrical design assumes the existing power supplies will not require upsizing.
- MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through the City and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or through the City or determines that additional data or information is needed to perform the services, MKN shall promptly notify the City.
- City is responsible for advertising the project for bidding
- Construction staking will be the responsibility of the Contractor.

Construction Management Services

A proposal for Construction Management Services may be submitted upon request.

Fee and Schedule

The anticipated schedule is summarized in the table below. It assumes a City review period of two weeks between submittals and progress meetings.

Task	Time from Notice-to-Proceed
Kickoff Meeting & Site Visit	1 week
30% Design Package	5 weeks
95% Design Package	12 weeks
Final Bid Documents	15 weeks

MKN proposes to complete this base work on a time and materials basis with a budget not to exceed \$65,588 A detailed budget spreadsheet is attached. Hourly rates are also attached and may be revised annually. Other direct costs will be charged with a 10% markup.

We hope this proposal meets your expectations and look forward to working with you on this project.

Sincerely,

Kevin Norgaard, PE
Senior Engineer

Attachments:
Budget Spreadsheet
Fee Schedule

City of Reedley Influent Pump Station Improvements



	Principal Engineer	Senior Project Engineer II	Project Engineer I/Senior Scientist	CAD Design Technician II	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Electrical (EPS)	Non-Labor Costs	Total Fee
Hourly Rates	205	195	170	140						
Task Group 1: A,B,C										
Task 1.1 Kick-off Meeting	3	3	3		9	\$1,710	\$ 51	\$ -	\$51	\$ 1,761
Subtotal	3	3	3	0	9	\$ 1,710	\$ 51	\$ -	\$ 51	\$ 1,761
Task Group 2: A,B,C										
Task 2.1 30% Plans, Specifications and Cost Estimate	6	20	26	20	72	\$12,350	\$ 371	\$ 3,425	\$3,796	\$ 16,146
Task 2.2 95% Plans, Specifications and Cost Estimate	12	20	32	32	96	\$16,280	\$ 488	\$ 2,996	\$3,484	\$ 19,764
Task 2.3 100% Plans and Specifications	6	16	20	16	58	\$9,990	\$ 300	\$ 2,140	\$2,440	\$ 12,430
Subtotal	24	56	78	68	226	\$ 38,620	\$ 1,159	\$ 8,561	\$ 9,720	\$ 48,340
Task Group 3: A,B,C										
Task 3.1 Bid Support	2	2	4		8	\$1,480	\$ 44	\$ 500	\$544	\$ 2,024
Subtotal	2	2	4	0	8	\$ 1,480	\$ 44	\$ 500	\$ 544	\$ 2,024
Task Group 4: A,B,C										
Task 4.1 Engineering Services During Construction	8	20	32	8	68	\$12,100	\$ 363	\$ 1,000	\$1,363	\$ 13,463
Subtotal	8	20	32	8	68	\$ 12,100	\$ 363	\$ 1,000	\$ 1,363	\$ 13,463
TOTAL BUDGET	37	81	117	76	311	\$53,910	\$ 1,617	\$ 10,061	\$ 11,678	\$ 65,588



**2022 FEE SCHEDULE FOR
PROFESSIONAL SERVICES**

ENGINEERS AND TECHNICAL SUPPORT STAFF

Engineering Technician	\$65/HR
Administrative Assistant	\$85/HR
CAD Technician I	\$115/HR
CAD Design Technician II	\$140/HR
Senior Designer	\$150/HR
Assistant Engineer I	\$125/HR
Assistant Engineer II	\$145/HR
GIS Specialist	\$150/HR
Planner	\$170/HR
Senior Planner	\$190/HR
Project Engineer I/ Senior Scientist	\$170/HR
Project Engineer II	\$180/HR
Senior Project Engineer I	\$190/HR
Senior Project Engineer II	\$195/HR
Project Manager	\$200/HR
Principal Engineer	\$205/HR
Project Director	\$235/HR

CONSTRUCTION MANAGEMENT SERVICES

Assistant Resident Engineer	\$171/HR
Resident Engineer Construction	\$187/HR
Inspector Construction	\$160/HR
Manager Principal	\$204/HR
Construction Manager	\$240/HR
Admin Asst.	\$65.00

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

The foregoing Billing Rate Schedule is effective through December 31, 2022 and will be adjusted each year after at a rate of 2 to 5%.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.58.5/mi.

Technical Memorandum

To: Ms. Martha s. Cardoso
Wastewater Systems Supervisor
City of Reedley
1733 9th Street
Reedley, CA 93654

From: Jon Hanlon, PE
Kevin Norgaard, PE

Date: February 27, 2019

Re: Reedley WWTP Influent Pump Station



Project Understanding

The purpose of this Technical Memorandum is to document the condition assessment of the City of Reedley WWTP influent Pump Station conducted by MKN, identify issues and potential solutions, provide conceptual cost estimates, and prioritize recommended improvements.

The existing influent pump station was constructed as part of the 2006 WWTP Expansion and Upgrade Project. The pump station consists of one (1) 33 Hp submersible pump (ABS) and two (2) 25 Hp submersible pumps (1 Flygt pump and 1 Vaughan pump) mounted in a 12-foot diameter precast concrete wetwell. The ABS pump was installed in 2009, while the Flygt and Vaughan pumps were installed in 2014. The 25 Hp pumps are equipped with variable frequency drives.

The pumps lift incoming wastewater approximately 30 vertical feet into the headworks structure, which is adjacent to the pump station. A mechanical barscreen and grinder/compactor remove solids from the influent prior to passing to the splitter box.

Backup pumping capacity is provided with a trailer-mounted pump placed next to the wetwell. A temporary pump suction line is installed through the open access hatch on the top of the wetwell, and a pump discharge line is routed above grade to the headworks structure. In the event of pump or power failure, the emergency pump is manually started to bypass the pump station.

City staff expressed several areas of concern during our August 3, 2018 site visit:

1. Pump reliability – Since the screening facilities are located downstream of the influent pump station, the pumps must pass all of the solids in the waste stream. It is our understanding that two of the original ABS pumps were replaced over time due to ragging issues. Specifically, the Flygt pump in the center position tends to receive a heavy amount of debris. Staff has reduced the starting speed to help combat ragging, but ragging continues to be an ongoing issue. Pumps require frequent removal for cleaning and maintenance. Additionally, the Vaughan pump had issues with cable seals.
2. Lack of slide rails – The original guide rails are no longer present on two of the pumps. This presents additional challenges during maintenance activities on the existing pumps, as it is difficult to re-install the pumps after maintenance.

3. Lack of pumping redundancy – According to City staff, two pumps are required to pass peak flows. Occasionally the third pump is needed. To reduce the risk of overflow, a temporary trailer-mounted pump has been connected. This presents several issues including:
 - a. Worker safety and fall hazard resulting from the open top-hatch and safety grate
 - b. Increased odors from the open hatch
 - c. Risk of overflow due to lack of automatic controls on the backup pump
 - d. Risk of overflow due to pump engine failure
 - e. Risk of overflow due to failure of temporary piping on ground
 - f. Additional maintenance burden on staff to maintain standby pump and engine
 - g. Additional maintenance and monitoring to comply with APCD regulations

Evaluation of Existing Facilities

Following is a list of items reviewed during the site visit. Observations were made visually from the ground surface and through video recordings made with a camera on an extension pole. No entry was made into the wetwell, and no physical sampling or testing was performed.

Wetwell Structure

- Pump Station Access Doors – The doors were found to function satisfactorily. The hinges opened smoothly. The spring assist did not appear to have issues and the doors themselves were in acceptable condition.
- Concrete cover – Generally the concrete cover of the PS was in acceptable condition. There were two locations with minor visible damage.
 - The wetwell vent drips condensation on the concrete cover causing the concrete to corrode. The vent piping is in good condition. (Figure 1)
 - The east side of the concrete cover had visible rust at the interface between the bottom of the cover and the top of the wall. (Figure 2)



Figure 1



Figure 2

- The safety grating under the access doors appears to be structurally sound but does show some visible signs of corrosion. The anchor bolts have the beginning signs of corrosion. (Figure 3)



Figure 3

- The T-lock interior coating for the concrete appears to be in excellent condition. The surface is covered in dirt and debris which does not appear to be impacting the condition of the coating. All the penetrations through the T-lock appear to have been sealed properly and appear to be in acceptable condition.
- The backfill around the PS is not showing signs of settling or erosion.
- The surface water drainage around the PS is acceptable with no signs of pooling of water.

Equipment

- Submersible Pumps - The PS has three different submersible pumps:
 1. ABS 35 Hp pump with an across the line starter. This is primarily used as the backup pump and used only when one of the other two pumps is unavailable.
 2. Flygt 25 Hp pump with a VFD. This pump replaced one of the original ABS pumps and is located in the middle position. The pump is located directly across from the discharge of the 21" sewer main entering the pump station. The pump's position causes most of the debris to be handled by this pump. Even with the dislocation tooth on the pump it must be started at full speed and then turned down or it may become clogged. This pump's capacity is less than the Vaughan pump. When the Flygt pump is lead the lag pump is frequently required to maintain wet well level setpoints.
 3. Vaughan 25 Hp Chopper pump with a VFD. Staff considers this pump the best performing of the three. When it is lead, the second pump is almost never needed.
- Variable Frequency Drives - The Variable Frequency Drives installed on the Flygt and the Vaughan pumps have overheating issues. In the summer the ambient temperature is higher than the cooling systems can handle. One of the VFD cooling systems had already been replaced and the second was not attached to the drive.



Figure 4

- Emergency Pumping - The City currently has an emergency diesel driven bypass pump installed with piping from the PS to the Headworks. The pump is typically kept in a ready state because if the PS pumps are not available at high flow rates the sewer system can begin to overflow in as little as 20 minutes.

- Pump mounting rails - The pump mounting rails are missing on one of the pumps and not attached at the bottom of the other two pumps. City staff has been able to devise alternative methods of inserting and removing the pumps.
- Pump discharge piping - The pump discharge piping is extremely corroded and it appears total replacement is warranted (Figures 5 and 6). Aside from the piping that was visible within the valve vault, the piping between the wetwell and headworks was not inspected. Figure 7 shows corrosion and damage where a ¾" pipe was previously attached to the headworks influent piping.



Figure 5



Figure 6



Figure 7

- The pump power cables do not show signs of wear or corrosion. The sleeves through the concrete were difficult to inspect. These appear to have failing seals that should be physically inspected during the bypass of Olson Ave. since the seals will be easily accessible from a ladder in the wetwell.

General

- Emergency Power - In case of emergency power outages, the pumps are powered by the WWTP standby diesel generator.
- The debris accumulation in the wet well did not appear to be excessive, although some floating plastics and grease was present. There was some accumulation on the 12" sewer pipe.
- The wet well was not drained, therefore it was not possible to determine if there was an accumulation of settled solids on the floor.
- The odor encountered at the time of the inspection was minimal.
- The as-built drawings do not accurately reflect the current PS layout or the current pump sizes.

Additional Observations

- Headworks influent gates – The three gates in the receiving box (Figure 7) of the Headworks are in acceptable condition, however the concrete along the sides of the gates is corroding (Figure 8) and should be repaired and recoated.

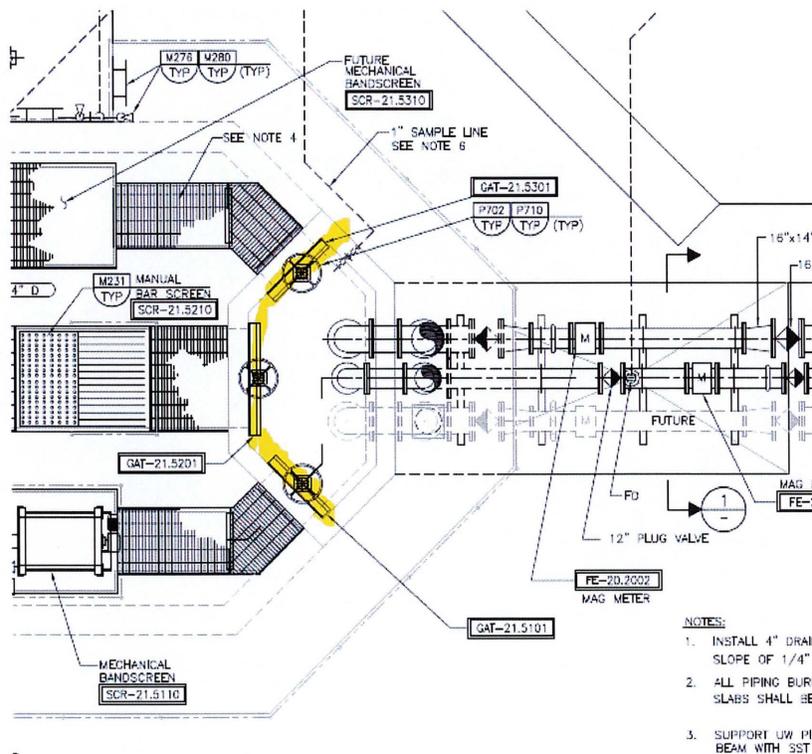


Figure 7



Figure 8

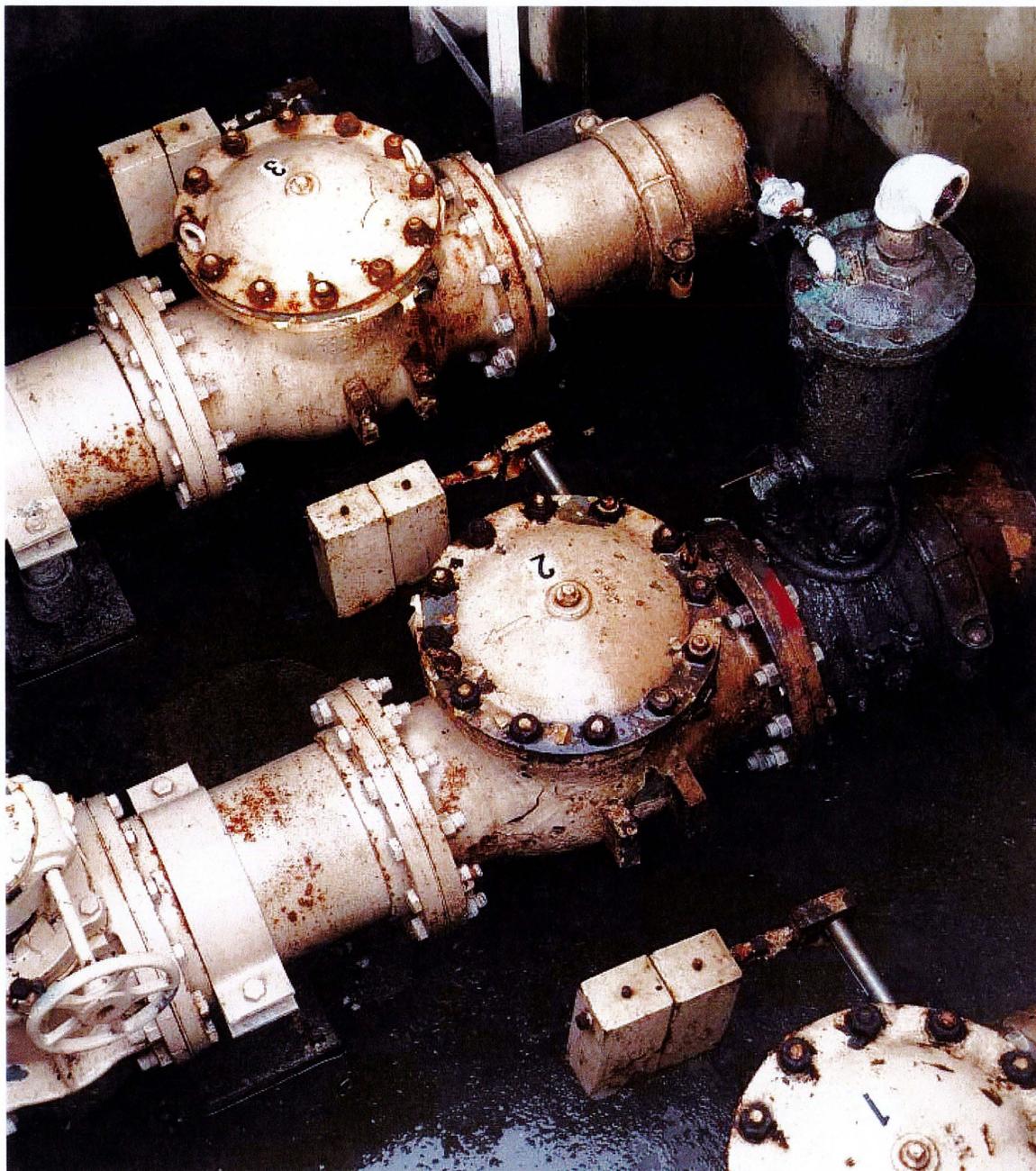


Figure 9

- Valve Vault – The valve vault between the pump station and the headworks had water on the floor (Figure 9). The piping, valves and fittings are showing signs of corrosion and recoating is recommended. The concrete and cover appear to be in excellent condition.

Summary of Recommended Improvements

MKN recommends the following improvements. These projects are listed in order of importance.

Project 1

- Influent Pump Discharge Piping – The discharge piping within the wet well is extremely corroded and is in need of replacement. This piping should be replaced with either stainless steel or epoxy lined and coated ductile iron pipe. This project should be the top priority. Due to the condition of the discharge piping, it is recommended that the emergency pumping system be carefully maintained to ensure it is readily available in the event of discharge piping failure.
- Pump Guide Rails – All influent pump guide rails should be replaced. It is recommended that staff attempt to identify the cause of the failure in advance of the work, as it may be necessary to replace the pump discharge elbows. If discharge elbows require replacement, the City should consider replacing the pumps with new appropriately sized pumps at the same time. This work could be performed when the influent pump station is being bypassed during the Olson Ave. Trunk line Upsize project.
- Backup/Emergency Bypass Pump – It is recommended that a permanent, above ground self-priming emergency bypass pump be installed on a concrete slab adjacent to the headworks structure. A permanent suction line is recommended to be installed in the wetwell, penetrating the side of the structure and traversing below-grade to the new pump. The pump discharge piping would be installed through the existing core in the headworks structure and would discharge to the splitter box. It is recommended that the pump driver be an electric motor, and that the pump be integrated into the plant SCADA and backup power system to provide reliable backup pumping capacity in the event of influent lift station failure. Appendix A contains three conceptual sketches depicting the basic concept for the permanent backup/bypass pump.

Project 2

- Pump VFD Cooling – The two existing pump VFD's air conditioning units should be replaced. This project becomes higher priority as summer temperatures get closer. The City should consider a future MCC building to house all influent equipment in a single climate controlled space.
- Headworks Influent Box – The concrete and coating in the headworks influent box upstream of the bar screens should be repaired. The recommended coating is either a 100% epoxy or polyurethane. After removing the existing coating prior to repairing the concrete, FerroGard 903 by Sika should be applied to the concrete to inhibit corrosion in the ferrous metals. This work may require removal and reinstalling of the three slide gates.

Project 3

- Headworks Influent Piping – Piping entering the headworks has deteriorated in areas and should be evaluated and repaired or replaced as necessary.
- Pump Station Concrete Cover – The corroding rebar should be exposed and coated with a rust inhibitor and then the concrete should be repaired.

- Pump Station Vent Relocation – The pump station vent should be relocated to the far side of the hatch to provide unhindered access to the wetwell and to discharge over the edge of the pump station into the rock landscaping.
- Pump Station Safety Grate – The safety grating should be removed, sandblasted and recoated to prevent further corrosion.

Miscellaneous Projects

- Valve Vault – The valve vault drain system should be cleaned or repaired to allow proper drainage. The pipe and fitting coatings should be removed, corrosion removed/repared and then recoated.
- As-Built Drawings – The as-built drawing for the pump station should be updated to accurately represent facility construction.
- Influent Pumps- The Flygt and ABS influent pumps should be replaced such that the lift station features three identical pumps. This project should also include the installation of a third VFD and should include a review of the existing and future flow rates to confirm that the pump(s) are adequately sized.
- Influent Baffle – The addition of a baffle at the discharge of the influent pipe may help reduce pump clogging. However, baffling can significantly increase the release of gasses that contribute to odor and corrosion within the wetwell. In our experience, the benefits in ragging management are offset by increase in corrosion and odor. Properly designed pumps would be a preferred approach to managing the ragging. Accordingly, the addition of a baffle is not recommended, unless it is determined to be necessary after the Olson Avenue trunk line modifications have been completed and new pumps are installed.

Cost Estimates

The conceptual project cost estimates include 20% contingency to allow for scope changes as the project become more clearly defined. Many of the projects rely on bypassing. We have attempted to group projects to take best advantage of bypass operations, but the City may prefer an alternate sequence.

Project 1 - This work must take place while bypassing 100% of the flow entering the pump station. Bypass pumping for this work is estimated to be \$28,000 for setup and \$2600/day for monitoring.

Project	Item Description	Estimated Cost
1-1	Influent pump discharge piping.	\$ 60,000
1-2	Guide rails for influent pumps**	\$ 25,000
1-3	Backup/Emergency Bypass Pump	
	Concrete equipment pad	\$ 5,000
	Piping	\$ 50,000
	Pump	\$ 25,000
	Electrical & Controls	\$ 20,000
	Bypass Pumping*	\$ 59,000
	Project 1 Subtotal	\$ 244,000
	Contingency (20%)	\$ 49,000
	Engineering and CM (30%)	\$ 88,000
	Project 1 Total	\$ 381,000

*Bypass pumping is assume to be two work weeks and bypasses all PS flows.

**Guide rail replacement includes base elbow, adapter bracket, support bracket, top & chain, and SS guide rails.

Project 2 This work will only require a bypass for Project 2-2 (coating of the Headworks influent box.)

Project	Item Description	Estimated Cost
2-1	Pump VFD Cooling System (2x)	\$ 28,000
2-2	Headworks Influent Box Coating	
	Concrete Prep and Coating	\$ 25,000
	Bypass*	\$ 31,000
	Project 2 Subtotal	\$ 84,000
	Contingency (20%)	\$ 17,000
	Engineering and CM (30%)	\$ 30,000
	Project 2 Total	\$ 131,000

*Bypass flow from PS to barscreen is assumed at 6 days

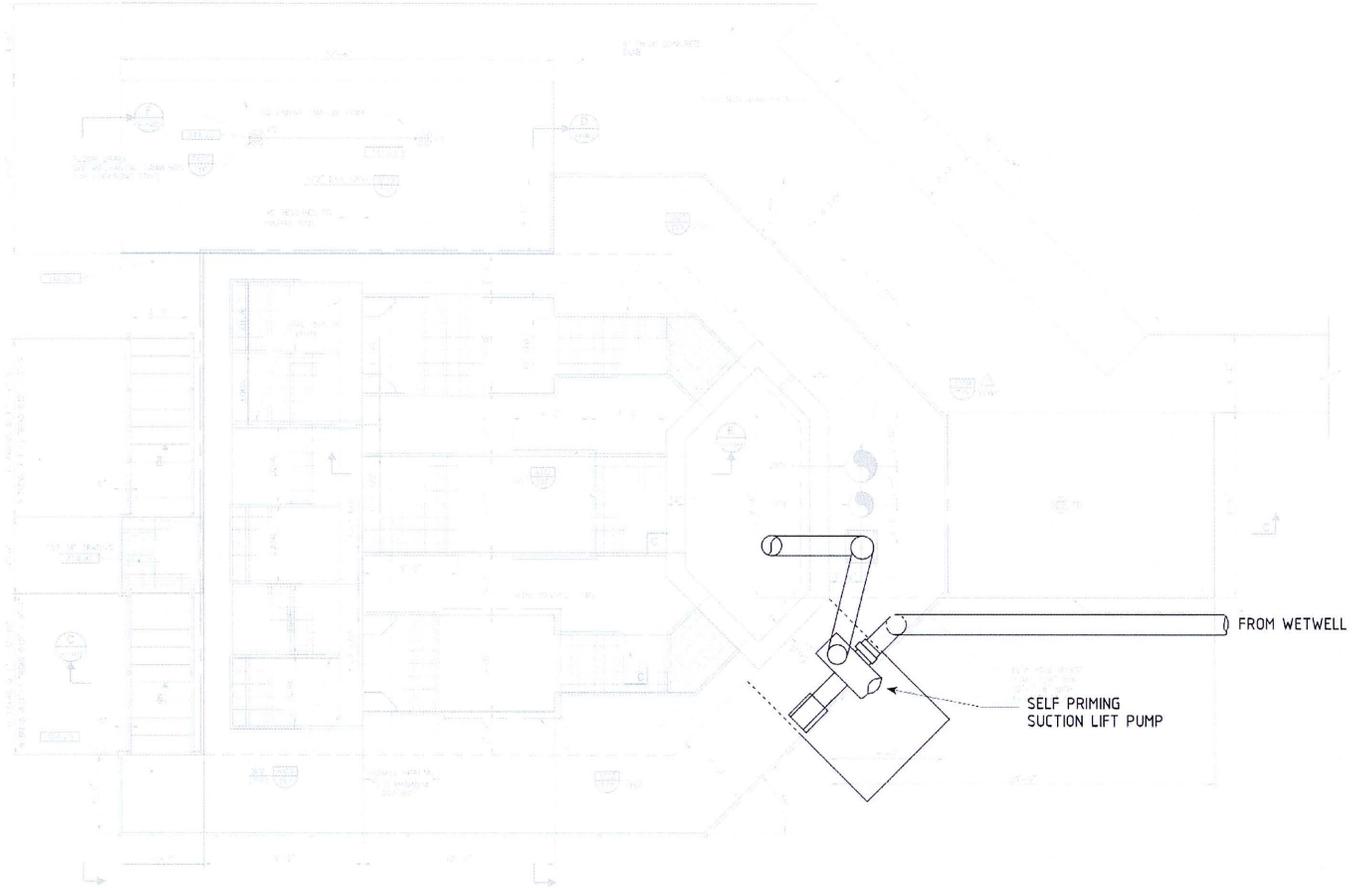
Project	Item Description	Estimated Cost
3-1	Headworks Influent Piping*	\$ 15,000
3-2	Pump Station Concrete Cover	
	Corrosion Repair	\$ 2,000
3-3	Pump Station Vent	
	Relocation	\$ 10,000
3-4	Pump Station Grate Recoat	\$ 4,000
	Project 3 Subtotal	\$ 31,000
	Contingency (20%)	\$ 6,000
	Engineering and CM (30%)	\$ 11,000
	Project 3 Total	\$ 48,000

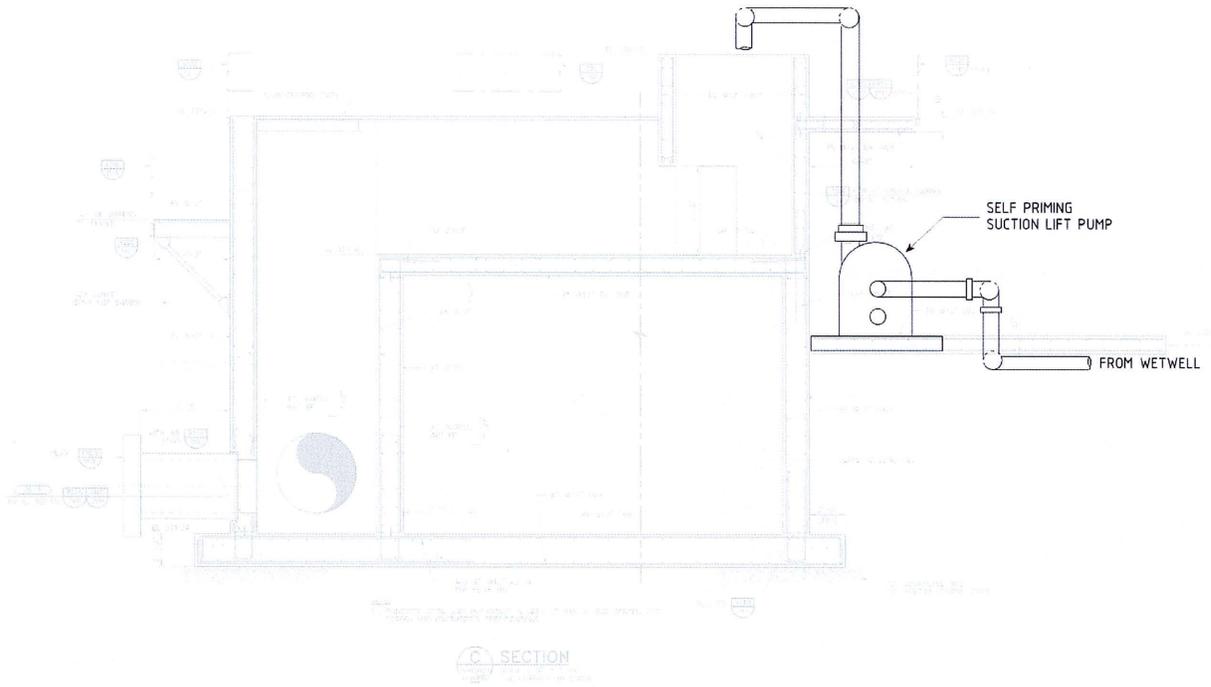
*Assumes Coating Repair. Add \$5K for pipe replacement

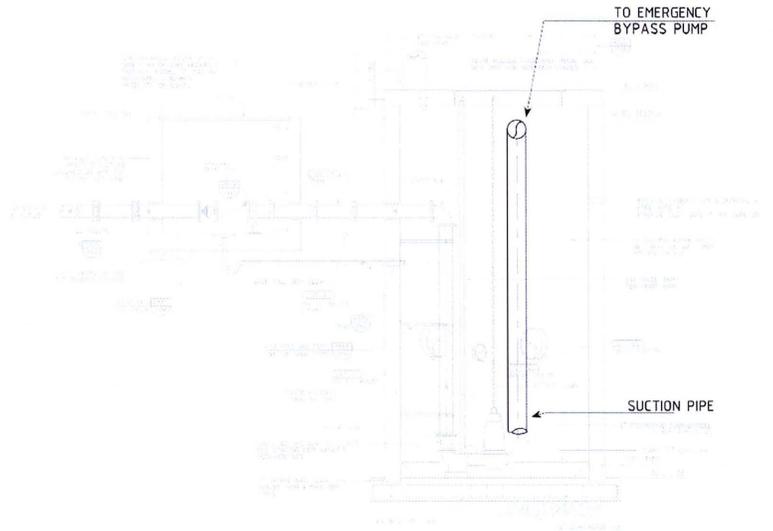
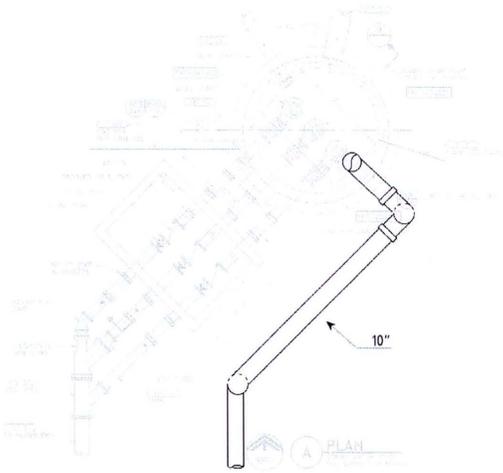
Project	Item Description	Estimated Cost
Misc -1	Valve Vault Coating	\$ 15,000
Misc -2	Influent Pumps	
	(2) Vaughan Submersible Chopper Pumps	\$ 65,000
	(1) Variable Frequency Drive	\$ 15,000
Misc -3	Influent Baffle	\$ 10,000
Misc -4	Pump Station Gate Recoat	\$ 4,000
Project Misc Subtotal		\$ 109,000
Contingency (20%)		\$ 22,000
Engineering and CM (30%)		\$ 39,000
Project Misc Total		\$ 170,00

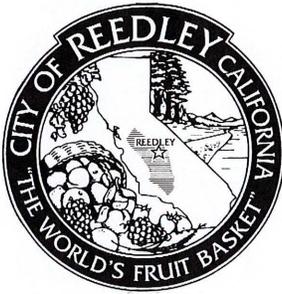
APPENDIX A

BYPASS PUMP CONCEPT SKETCHES









REEDLEY CITY COUNCIL

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

ITEM NO: 10

DATE: September 13, 2022

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT ADDENDUM WITH OTANI PROPERTIES TO EXTEND THE BOUNDARY RECORDATION DEADLINE WITHIN THE AGREEMENT FOR REIMBURSEMENT OF ENVIRONMENTAL ANALYSIS FEES FOR PROPERTY SITUATED AT WEST MANNING AVENUE AND THE KINGS RIVER (APN's 368-350-17, 31, 32, and 33)

SUBMITTED: Rodney L. Horton *rlh*
Community Development Director

APPROVED: Nicole R. Zieba
City Manager *NZ*

RECOMMENDATION

Approve and authorize the City Manager to sign an agreement addendum with Otani Properties to extend the boundary recordation deadline within the agreement for reimbursement of environmental analysis fees for property situated at West Manning Avenue and the Kings River (APN's 368-350-17, 31, 32, and 33).

EXECUTIVE SUMMARY

On October 13, 2020, City Council approved and authorized the City Manager to enter into an agreement with Otani Properties (the Owner) for reimbursement of fees to complete an environmental analysis on the property situated at West Manning Avenue and the Kings River. The Agreement stipulated certain performance requirements of the Owner in order to be relieved of the obligation to reimburse the City for the costs pertaining to the environmental analysis. One of the requirements is to record the Boundary Recordation within two (2) years of the execution of the Agreement. Since the Agreement was executed on October 16, 2020, the deadline to record the Boundary Recordation is October 16, 2022. However, the annexation process will not be completed by October 16, 2022, thus requiring an extension to the deadline to fully complete the annexation process and record the Boundary Recordation.

BACKGROUND

Since the execution of the Agreement, the Owner and the City have completed the necessary environmental analysis for the annexation process and accompanying entitlement

applications. The environmental analysis took longer than normal due to the Coronavirus pandemic and the additional time needed to complete the required traffic analysis. Traction on the annexation process increased as the Coronavirus pandemic became manageable and key elements of the environmental analysis were completed. At the August 9, 2022 regular meeting, City Council approved the following items pertaining to Annexation Application No. 2020-01:

- A. Resolution No. 2022-075, adopting Environmental Assessment No. 2020-15, a Mitigated Negative Declaration, dated June 2, 2022, and approving Annexation Application No. 2020-01, Pre-Zone Application No. 2020-01, Conditional Use Permit Application No. 2022-05, and Vesting Tentative Subdivision Map No. 6408
- B. Introduction and first reading of Ordinance No. 2022-004 approving Pre-Zone Application No. 2020-01 and authorizing the amendment of the Official Zoning Map
- C. Resolution No. 2022-076, approving and authorizing application to Local Agency Formation Commission (LAFCo)

Section D1 of the Agreement requires the Owner to annex said land into the City, as signified by recordation of the Boundary Recordation, within two (2) years of the execution of the Agreement. Effectively, the deadline for recording the Boundary Recordation is October 16, 2022. While the City's portion of the annexation process was completed with City Council's action on the annexation application at the August 9, 2022 regular meeting, the annexation process is still not completed by LAFCo. LAFCo's process may take up to an additional six (6) months. Therefore, it is recommended City Council approve and authorize the City Manager to sign an agreement addendum with Otani Properties to extend the recording of the Boundary Recordation deadline from two (2) years to three (3) years.

FISCAL IMPACT

There is no fiscal impact to approve and authorize the City Manager to sign an agreement addendum with the Owner to extend the deadline to record the Boundary Recordation.

PRIOR COUNCIL ACTIONS

City Council approved the original Agreement with the Owner on October 13, 2020.

ATTACHMENTS

1. Draft Addendum No. 1 to Original Agreement for Reimbursement for Environmental Analysis Performed for Annexation of Property at West Manning Avenue and Kings River
2. Copy of Original Agreement for Reimbursement for Environmental Analysis Performed for Annexation of Property at West Manning Avenue and Kings River – Approved October 13, 2020

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

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

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

ADDENDUM NO. 1
TO AGREEMENT FOR REIMBURSEMENT FOR ENVIRONMENTAL ANALYSIS
PERFORMED FOR ANNEXATION OF PROPERTY AT MANNING AVENUE AND
THE KINGS RIVER (APN's 368-350-17, 31, 32 and 33)

This Addendum No. 1 to the Agreement for Reimbursement for Environmental Analysis Performed for Annexation of Property at Manning Avenue and the Kings River (APN's 368-350-17, 31, 32 and 33), herein referred to as "Agreement" is entered into effective on September 14, 2022 ("Effective Date"), by and between the City of Reedley, a municipal corporation, herein referred to as "City" and OTANI PROPERTIES, a California Limited Partnership hereinafter referred to as "Owner".

RECITALS

WHEREAS, on October 16, 2020, City and Owner entered into an Agreement for reimbursement for environmental analysis performed for annexation of certain real property situated at Manning Avenue and the Kings River, as approved by the City Council at their October 12, 2020, regular meeting; and

WHEREAS, Section D of the Agreement relieves the owner of the obligation to reimburse the City for the cost of the Environmental Analysis for the Project as described in the Agreement if certain conditions are satisfied; and

WHEREAS, Section D1 of the Agreement obligates the Owner to have the property annexed into the City, as signified by recordation of the Boundary Recordation, within two (2) years of the execution of this Agreement; and

WHEREAS, the deadline to comply with Section D1 is October 16, 2022; and

WHEREAS, the City and Owner recognize Boundary Recordation will not occur by October 16, 2022, resulting in the need to extend the deadline for Boundary Recordation to October 16, 2023; and

WHEREAS, Sections D2 and D3 of the Agreement obligate the Owner to have a minimum of twenty-five percent (25%) of the total annexed area developed to urban standards subject to a final inspection and/or Certificate of Occupancy no later than three (3) from the date of Boundary Recordation; and

WHEREAS, based on recent macroeconomic developments, including rising inflation and increasing interest rates, and the impacts these factors are having, and will likely continue to have, on commercial real estate development over the next several years, the City and Owner recognize development of the annexed area may not occur on the timetable originally contemplated by the parties. Additionally, the City and Owner shall meet and confer on or about November 15, 2024 to review and discuss compliance with the Agreement. Such discussion may result in the City agreeing to extend obligations of the owner stipulated in the Agreement.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, in consideration of the foregoing recitals, Owner and the City do hereby mutually agree as follows:

I. Section D1 of the Agreement is amended to read as follows:

“The Property shall be annexed into the City, as signified by recordation of the Boundary Recordation, within three (3) years of the execution of this Agreement, which is October 16, 2023.”

II. Except as expressly amended herein, all provisions of the Agreement shall continue in full force and effect.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF the parties have signed this agreement to be effective as of the

Effective Date in the opening paragraph.

CITY OF REEDLEY,
a municipal corporation

OTANI PROPERTIES,
a California Limited Partnership

By: _____
Nicole R. Zieba, City Manager

By: _____
Signature

ATTEST:

Name

Title

By: _____
Ruthie Greenwood, City Clerk

(Notary Acknowledgement to be Attached)

APPROVED AS TO LEGAL FORM:

By: _____
Laurie Avedisian-Favini, City Attorney

RECOMMEND APPROVAL:

By: _____
Rodney L. Horton,
Community Development Director

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California		}	
County of			
On		before me,	
	Date		Here Insert Name and Title of the Officer
personally appeared			
		Name(s) of Signer(s)	
		<p>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 the instrument.</p>	
		<p>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p>	
		<p>WITNESS my hand and official seal.</p>	
		Signature	
	Place Notary Seal Above		Signature of Notary Public

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California		}	
County of			
On		before me,	
	Date		Here Insert Name and Title of the Officer
personally appeared			
		Name(s) of Signer(s)	
	<p>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 the instrument.</p>		
	<p>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p>		
	<p>WITNESS my hand and official seal.</p>		
		Signature	
	Place Notary Seal Above		Signature of Notary Public

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

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

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

**AGREEMENT FOR REIMBURSEMENT FOR ENVIRONMENTAL ANALYSIS
PERFORMED FOR ANNEXATION OF PROPERTY AT MANNING AVENUE AND
THE KINGS RIVER (APN's 368-350-17, 31, 32 and 33)**

This Agreement is made and entered into effective on OCTOBER 16,
2020 ("Effective Date") by and between the City of Reedley, a municipal corporation,
hereinafter referred to as "City" and OTANI PROPERTIES, a California Limited Partnership,
hereinafter referred to as "Owner".

RECITALS

I. As identified within the 2014 Reedley General Plan, the City and Owner desire for City to annex properties on the south side of Manning Avenue, east of the Kings River, including APNs 368-350-17, 368-350-31, 368-350-32 and 368-350-33 (hereinafter collectively referred to as the "Property"), which are owned by Owner. All listed APNs are currently within the City's Sphere of Influence (SOI), which is the boundary that identifies area the City intends to annex in the future.

II. The City and County of Fresno maintain a Memorandum of Understanding (MOU) which identifies standards for annexation of lands, detaching from Fresno County and incorporating into the City. The City's desired annexation of the Property is consistent with the requirements included in the MOU, including the requirement that a minimum of 25% of the proposed annexation area be identified for development with a site plan or subdivision map.

III. The Fresno Local Agency Formation Commission (Fresno LAFCo), which is responsible for the oversight of annexation activities within Fresno County per the Cortese-Knox-Hertzberg Act, requires that the City and Fresno County adhere the MOU, and provide LAFCo with associated documentation of the required process, including environmental analysis required by the California Environmental Quality Act (CEQA).

IV. The City currently maintains a consultant contract with Rincon Consultants, Inc. ("Rincon") to provide environmental analysis on a project-by-project basis, with an individual scope of work and agreement required for each project undertaken. The City maintains a separate agreement with an individual applicant regarding timely reimbursement to the City for such fees paid by the City to the consultant for reimbursement work associated with applicant's project.

V. Owner desires to initiate an application for the annexation and associated land use entitlements for the Property and has submitted Annexation Application No. 2020-01, Pre-Zone Application No. 2020-01, and Site Plan Review Application No. 2020-01 (hereinafter collectively referred to as the "Project"), but does not currently have the funds necessary to reimburse the City for the necessary environmental analysis work to be performed by the consultant for the Project.

VI. Urban development of the Property consistent with the City's adopted General Plan will provide significant benefit to the City and community overall, including additional retail options, increased tax base and improved open space/preservation amenities adjacent to the Kings River.

VII. The City has identified appropriate funding available to cover the consulting service fees for conducting the environmental analysis required for the Project, and City is willing to pay the consultant costs in accordance with the terms of this Agreement.

VIII. Owner and City desire to enter into this Agreement to addresses Owner's reimbursement obligation to the City and provide for the reimbursement to be waived if certain development and timing conditions are satisfied as set forth in this Agreement.

IX. The proposed environmental analysis costs, as well as the specifications for minimum development percentage, timing associated with such development, and security are set forth in the paragraphs below.

NOW, THEREFORE, City and Owner, for good and valuable consideration, mutually agree as follows.

AGREEMENT

A. City agrees to pay all costs and fees charged by Rincon for the environmental analysis for the Project, which are estimated and set forth in Exhibit 1 attached hereto and incorporated herein by reference (hereinafter "Environmental Analysis Costs").

B. Owner shall reimburse City for all Environmental Analysis Costs paid by the City to Rincon for the Project as provided herein. As security for this reimbursement obligation, Owner agrees to use other real property owned by Owner as collateral, which real property is described as 952 J Street, Reedley, California 93654 (APN 368-134-05). Within ten (10) days after execution of this Agreement, Owner shall execute and deliver to the City a deed of trust in recordable form designating City as the beneficiary under the deed of trust, which deed of trust shall thereafter be recorded by the City against the Security Property. Owner represents and warrants that the Security Property is solely owned by Owner, is free and clear of any lien, claim, encumbrance, litigation, environmental contamination or other such defect that would impact the value or usability of the Security Property, or that would serve as a liability deterrent for the City. Owner agrees that all representations and warranties regarding the ownership and condition of the Security Property shall remain in effect throughout the

duration of this Agreement and so long as the deed of trust for the Security Property remains in effect.

C. Notwithstanding any requirement for the City to process the Project application and consider the Project, Owner agrees that the delivery of the deed of trust for the Security Property to the City as provided in Section B above is a condition precedent to the City's obligation to process the Project application and present the Project to the City's Planning Commission or City Council

D. Owner shall be relieved of the obligation to reimburse the City for the Environmental Analysis Costs for the Project under this Agreement if each of the following conditions is satisfied:

1. The Property shall be annexed into the City, as signified by recordation of the Boundary Recordation, within two (2) years of the execution of this Agreement; and
2. A minimum of 25% of the total annexed area shall develop to an urban standard as determined by the City utilizing adopted standard plans and specifications; and
3. The minimum required developed area in subsection 2 above must receive final inspection and/or Certificate of Occupancy no later than three (3) years from the date of Boundary Recordation, which finalizes the annexation process.
4. The timing requirements detailed within Sections D1 and D3 listed above shall freeze at their current day count upon the introduction of any legal action(s) against the project. Such freeze shall begin on the date of an official court filing, and shall end on the date that a judgement is rendered for said filing. If multiple overlapping filings are introduced,

the freeze timeline shall begin on the earliest date of a claim filing, and expire on the date of the latest judgement included within the filings.

E. If each of the above criteria of Section D be satisfied, Owner is thereby relieved of the responsibility of reimbursing the City for the Environmental Analysis Costs paid by the City for the Project. Upon satisfaction of each of the criteria of Section D, the City shall execute and record a substitution of trustee and deed of reconveyance to release its security interest in the Security Property.

F. Any costs and fees associated with any environmental analysis for the Project beyond the estimate costs identified within Exhibit 1, including but not limited to environmental analysis for any amendment to the Owner's Project application, or any legal costs and attorney's fees incurred by the City associated with defense of the environmental analysis for the Project and any Project approvals, are not covered by this Agreement, and shall be subject to separate arrangement between City and Owner.

G. If each of the above criteria of Section D is not satisfied, Owner shall do one of the following within ninety (90) days after City's written notice to Owner of the failure to satisfy the criteria for reimbursement waiver:

1. Pay the City all Environmental Analysis Costs for the Project paid by the City to Rincon which are covered by this Agreement; or
2. Convey the Security Property to the City by delivering a duly executed grant deed in recordable form to the City to be recorded

H. If Owner fails to timely satisfy either of the obligations in Section G, interest at the rate of ten percent (10.0%) per annum shall accrue on the unpaid balance of Environmental Analysis Costs until paid in full, and Owner shall pay the City for any costs and attorney's fees incurred by the City to seek repayment, foreclose on the deed of trust, or otherwise enforce the repayment terms of this Agreement.

I. This Agreement, and all rights and obligations of the parties hereunder, shall terminate only if the City does not may any payments for Environmental Analysis Costs to Rincon for the Project. If City pays any Environmental Analysis Costs to Rincon for the Project, this Agreement, and all rights and obligations of the parties hereunder, shall remain in effect according to its terms.

J. All notices in connection with this Agreement shall be in writing and shall be given by personal delivery or first-class U.S. mail, postage prepaid, to a party at its respective address below:

To the City: City of Reedley
1733 Ninth Street
Reedley, CA 93654
Attn: City Manager

To the Owner: Otani Properties
667 N Reed Ave.
Reedley, CA 93654
Attn: Dick Otani

Notice given by personal delivery shall be effective upon delivery; notice given by mail shall be effective upon receipt or three (3) calendar days after the postmark date, whichever is earlier. Either party may change its address for notice purposes by providing the other party written notice of such change. Any payments made by Owner to the City shall be made to the City at the above address, or at such other address as (Erected by the City in accordance with this Section J.

K. The provisions of this Agreement shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law.

L. No member, officer or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement, where such interest or decision is prohibited by law.

M. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, or representatives. No assignment of this Agreement by the Owner is permitted without the written consent of the City.

N. Waiver of any provision of this Agreement must be in writing and signed by a duly authorized representative of each party.

O. This Agreement may be amended only in writing signed by duly authorized representatives of the City and the Owner.

P. This Agreement integrates all of the terms, conditions, agreements and understandings between the City and the Owner concerning the matters described in this Agreement. The Agreement supersedes all negotiations and previous agreements and understandings between the parties concerning such matters. This Agreement is personal to the Owner, and the Owner may not assign or transfer this Agreement or its rights hereunder without the prior written consent of the City.

Q. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.

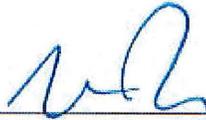
R. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.

S. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.

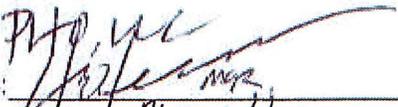
IN WITNESS WHEREOF, the duly authorized individuals of the City and Owner have signed this Agreement to be effective on the Effective Date noted herein.

[REMAINDER OF PAGE BLANK - SIGNATURES ON PAGE 8]

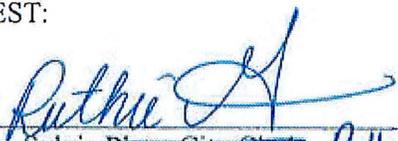
CITY OF REEDLEY, a municipal corporation

BY: 
Nicole Zieba, City Manager

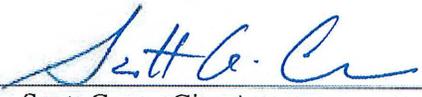
Otani Properties, a California Limited Partnership

BY: 
Name: Phillip Greenwood
Title: MGR

ATTEST:

BY: 
~~Sylvia Plata, City Clerk~~ Ruthie Greenwood, Deputy City Clerk

APPROVED AS TO FORM:

BY: 
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY: 
Ron Terry, Community Development Director



EXHIBIT 1

Rincon Consultants, Inc.

7080 North Whitney Avenue
Suite 101
Fresno, California 93720

559 228 9925 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

April 9, 2020
Reedley Project 2020-01
Rincon Project No. 18-06295

Rob Terry, AICP, Community Development Director
City of Reedley
1733 9th Street
Reedley, CA 93654

Subject: Proposal to Prepare an Initial Study / Mitigated Negative Declaration for Annexation Application No. 2020-01, Pre-Zone Application No. 2020-01, and Site Plan Review Application No. 2020-01 (the Project)

Dear Mr. Terry:

Rincon Consultants is pleased to submit this proposal to prepare an Administrative Draft Initial Study – Mitigated Negative Declaration (IS-MND) for the proposed Project. This proposal describes (1) our proposed scope of work; (2) our proposed schedule for completion of the project; and (3) our cost proposal for the assignment. Rincon’s proposed scope includes preparing the Administrative Draft IS-MND, completing the Public Review IS-MND after receiving one set of consolidated comments from the City, and preparing the Final IS-MND, including responses to public comments. This scope includes the preparation of a Traffic Impact Study to be prepared by Peters Engineering as a subconsultant to Rincon. Additional work requested by Rincon for the project would constitute additional scope of services.

PROPOSED SCOPE OF WORK

A Mitigated Negative Declaration (MND) is anticipated to be the appropriate environmental document for the project. The objective of the work scope outlined below is to produce an Administrative Draft IS that meets City of Reedley CEQA requirements. It is our understanding from the City that this project has community support and there is no known opposition or controversy associated with the project.

- 1. Administrative Draft IS-MND** – Rincon will prepare an internal review (administrative) draft IS-MND. The Administrative Draft IS-MND will address each of the issues included on the City’s IS template and will include supporting discussion for each conclusion. When warranted, mitigation measures will be incorporated for any potentially significant impacts identified. It is Rincon’s understanding that the City has provided Rincon a complete project description to incorporate into the IS-MND.
- 2. Public Review IS-MND** – Rincon will respond to one round of consolidated City comments on the Administrative Draft IS-MND and submit the final Public Draft IS-MND for publishing. Rincon assumes that the City will be responsible for all public noticing, processing, printing, and fee payments required of the County Clerk and/or State Clearinghouse. We further assume the City will be responsible for newspaper posting and noticing to nearby property



owners. Rincon staff will assist with preparation of notices and advise the City on CEQA circulation procedures as needed.

3. **Final IS-MND** – Upon receipt of public comments on the Draft IS-MND, Rincon will prepare draft responses for review by City staff. Upon receipt of City comments on the draft responses, we will incorporate changes and prepare the Proposed Final IS-MND. This task will also include preparation of the Mitigation Monitoring and Reporting Program (MMRP), if required, formulated as a table listing all mitigation measures and indicating what monitoring actions are required, which department(s) will be responsible for monitoring, and when monitoring is to occur. Upon approval, we will provide the final document. The City will be responsible for filing a Notice of Determination (NOD).
4. **Public Hearings and Meetings (Optional)** - Rincon’s Project Manager will attend hearings and meetings as required and at the direction of the City, but this is not currently included in the scope or fee estimate.
5. **Project Management** – involves coordination with City staff and applicant, billing, and management of the project team.

TECHNICAL APPROACH TO ENVIRONMENTAL ISSUES

The following describes our approach to these key environmental issues. Where applicable, Rincon will utilize information from the 2010 Program EIR for the General Plan.

Agricultural and Forest Resources

Rincon will address the conversion of agricultural lands inside the City’s current Sphere of Influence (SOI). This qualitative analysis will focus on the impact of converting agricultural lands to non-agricultural uses, and potential to convert additional agricultural lands to non-agricultural uses.

Air Quality/GHG

Rincon will prepare an air quality report. The project site is located in the San Joaquin Valley Air Basin (SJVAB), which is under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The SJVAB is designated as a nonattainment area for State and federal ozone, PM10, and PM2.5 standards. The analysis will include a discussion of the federal, state, regional and local air quality setting as it pertains to the project, as well as identify and briefly summarize pollutant monitoring data, the regional attainment status, existing air quality attainment plans and any recent critical changes in the regulatory background. Rincon will identify and discuss all rules and regulations that would be applicable to the project, including SJVAPCD Rule 9510 (Indirect Source Review). Air contaminant sensitive receptors that could be affected by the project will be identified and characterized. The project’s conformance with the SJVAPCD’s air quality attainment plans will be evaluated.

The analysis will develop an estimate of construction-related emissions for all project components including on-road vehicle trips from worker commute, soil hauling, and material deliveries. Emissions estimates will be quantified using the most recent versions of California Air Resources Board’s (CARB’s) off-road equipment database (Orion 2018) and the latest version of CARB’s Emission Factor Model (EMFAC2017). It is noted that the US EPA issued the Safer Affordable Fuel Efficient (SAFE) Rule, which



has rescinded California's ability to require increase fuel efficiencies of light duty vehicles or require the sales of zero emissions vehicles, such as electric vehicles. The effect of the SAFE Rule is the invalidation of basic model assumptions about the future vehicle fleet in California used in EMFAC. Rincon has developed in house calculation tools that can characterize the changes using CARB's "Off-Model Corrections for EMFAC" to revise emissions estimates produced by EMFAC2017.

Rincon will also prepare an analysis to provide ground level concentrations estimates at specific nearby residential receptors and will provide information for the surrounding community in a receptor grid spaced at 500-meter intervals covering a square area 15,000 meters by 15,000 meters, or larger as deemed necessary. The dispersion modeling will be conducted using the most recent version of AERMOD, and will include the use of specific meteorological data from the nearest meteorological stations as recommended by the SJVAPCD. The emissions will be modelled to occur only during specified construction hours. In addition to dispersion modeling of criteria pollutants, a construction focused health risk assessment will be prepared to evaluate any potential health risks from diesel-exhaust particulate matter (DPM). Based on Rincon's experience with the SJVAPCD, detailed air quality modeling for both DPM and particulate matter equal to or smaller than 2.5 microns (PM2.5) are anticipated to be necessary to adequately examine this issue for this project. The health risk analysis will conduct detailed dispersion modeling based on the emissions estimates prepared for the air quality emissions analysis. Based on the ground level estimated concentrations, Rincon will develop estimates of chronic and carcinogenic health risks based on the Air Toxics Hot Spots Program Risk Assessment Guidelines.

All emission estimates will be assessed against the significance thresholds defined by the SJVAPCD. As necessary, the analysis will identify and evaluate measures that would reduce air quality impacts.

Rincon will prepare a Greenhouse Gas letter. The project will generate GHG emissions during construction and operation activities. Rincon will provide a detailed assessment of potential GHG emissions impacts in accordance with the methodologies and significance thresholds recommended by the SJVAPCD. The study will include an overview of the types and sources of GHGs based on similar data to that required for the Air Quality analysis, described in detail above, and the potential environmental effects of GHGs and climate change. An overview of the current regulatory framework regarding GHGs/climate change, including Assembly Bill (AB) 32, Senate Bill (SB) 32, SB 100, and SB 375, as well as adopted amendments to the State CEQA Guidelines, will also be described. The analysis will quantify carbon dioxide equivalent (CO₂e) units associated with project construction and operation. Emission factors and methodologies the most recent versions of CARB's Orion2018 database and the latest version of EMFAC2017 air pollutant emissions database will be used to calculate GHG emissions from the proposed project, as described more fully under Air Quality. Rincon will consult with City and SJVAPCD staff during the preparation of this section to determine appropriate thresholds for this project. Using the emission results from the air quality analysis, Rincon will prepare a GHG technical report that focuses on the impacts of the proposed project on climate change, as well as the potential impacts of climate change on the project area. As necessary, the GHG analysis will identify and evaluate measures that would reduce GHG emissions.

Biology: Biological Resources Assessment (BRA)

Rincon will conduct a Biological Resources Assessment (BRA) to address the baseline biological conditions and expected impacts that could result from the proposed project. The BRA will be designed to meet the City of Reedley standards to support CEQA environmental review and will be consistent with the City's General Plan (GP) 2030 EIR. The focus of the BRA will be to inventory and assess the



possible sensitivity of biological resources affected by the project and identify measures to avoid, minimize and/or compensate for potential effects to state and federally listed species and other sensitive biological resources. The proposed work program involves review of existing literature sources; a reconnaissance-level site visit; preparation of a BRA Report to incorporate the findings of the background research and field investigation; assess potential impacts; and develop mitigation recommendations. The primary goals of the reconnaissance survey will be map vegetation communities, map the approximate jurisdictional limits of the Kings River and associated riparian habitat; conduct a habitat assessment for special status species (including but not limited to San Joaquin kit fox, burrowing owl, California tiger salamander, listed branchiopods, Valley elderberry longhorn beetle; and Swainson's hawk). Rincon will draw from the GP EIR for impacts and proposed mitigation to the greatest extent possible and will ensure the analysis is consistent with the findings of the GP EIR and goals of the GP.

Background Review

Rincon will review background information and develop preliminary desktop vegetation community maps. Background research shall include review of the City's GP and the GP EIR for background on biological resources known to occur in the Plan Area and the regulatory setting, and a review of special status species occurrence databases, inclusive of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), the California Native Plant Society (CNPS) Online Inventory of Rare and Endangered Plants of California, the Biogeographic Information and Observation System (BIOS), the U.S. Fish and Wildlife Service (USFWS) Information for Consultation and Planning (IPaC), and the USFWS Critical Habitat Portal, the CDFW Special Animals List, the CDFW Special Vascular Plants List and eBird. Rincon will prepare an initial desktop mapping of vegetation communities and land-cover types to be field verified during the reconnaissance survey. The background review will form the foundation of the assessment of potential impacts to biological resources.

Reconnaissance Survey

Rincon will conduct a reconnaissance-level survey of the entire 65-acre project area. The survey will involve a combination of vehicular and pedestrian surveys. The primary goal of the reconnaissance survey will be to field-verify and refine the preliminary desktop vegetation community mapping, assess the project site for habitat that could support special status species as described above, evaluate the general quality of natural habitat, and document the baseline conditions for biological resources. The reconnaissance survey will not involve protocol-level surveys; however, the BRA will include a habitat assessment for special status species. Rincon will preliminarily map the approximate limits of the Kings river and associated riparian habitat within the project area; however, a formal Jurisdictional Delineation is not proposed at this time, and the preliminary mapping of jurisdictional limits will not meet the requirements of a formal delineation. The BRA will likely include recommendations to conduct a formal jurisdictional delineation prior to project construction, especially if project impacts are expected within the jurisdictional limits of the Kings River or its associated riparian habitat. Rincon can complete the reconnaissance survey within 1 week of NTP.

Biological Resources Assessment Report

The results of the research and field survey will be documented in a BRA Report, including lists of observed species and potential for sensitive species. The BRA will be accompanied by maps that depict sensitive biological resources in relation to the project site and related facilities, CNDDDB results, nearby management areas, and surveyed areas. The report will detail the results of the field reconnaissance and vegetation mapping to be conducted by the survey team for each parcel. The analysis will include an evaluation of biological resources that may occur or are known to occur within the region and be



consistent with biological resources identified in the GP EIR. The BRA will also include habitat maps and special status species maps (if observed) and site photographs, as figures or attachments.

Where potentially significant impacts are identified, mitigation measures will be developed to avoid, minimize, and/or compensate for identified impacts. Impacts will be determined based on CEQA significance thresholds and City standards and will be drawn from the GP EIR as appropriate. The BRA will be formatted for easy use by the City to support CEQA environmental review of the projects. Mitigation measures may include preparing and implementing a special-status species mitigation plan, jurisdictional waters mitigation and monitoring plan and/or other plans that may be warranted by the findings.

Cultural Resources and Tribal Cultural Resources

As part of a cultural resources investigation, Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the proposed project site as well as a 0.5-mile radius around the project site at the Southern San Joaquin Valley Information Center (SSJVIC) located at California State University, Bakersfield. The records search will reveal the nature and extent of any cultural resources work previously conducted within the project site and adjacent vicinity. Rincon assumes SSJVIC direct expenses will not exceed \$800. Rincon will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File (SLF). Rincon will prepare and mail a letter to NAHC-listed contacts received from the SLF, requesting that they contact us if they know of any Native American cultural resources within or near to the project site. This task does not include any meetings with agencies or tribal organizations. Upon completion of the records search, Rincon will conduct a cultural resources survey of the 58-acre project site using transects spaced no more than 15 meters apart. For the purposes of this scope and cost, Rincon assumes no cultural resources will be identified during the study and that the survey can be completed in one 10-hour day by a single archaeologist. Upon completion of the survey and analysis of results, Rincon will prepare a cultural resources letter report discussing the results of the records search, Native American scoping, and field survey. The results of this letter report will be used to inform the CEQA analysis.

Rincon understands that the City has conducted their Assembly Bill 52 of 2014 consultation. Rincon assumes the City will provide us with the results of any AB 52 consultation conducted for the project so that it may be incorporated into the IS-MND.

Hazardous Materials

The Hazardous Materials section will address potential risk of upset from the proposed commercial gas station and other proposed uses. The analysis will include examination of files that are readily available from online databases, the City of Reedley Fire Department, and the Regional Water Quality Control Board concerning past contaminant spills and/or cleanup activities within the Plan Area, and General Plan policies. Records searches of the Department of Toxic Substances Control's EnviroStor Database will be completed along with a search of all other state and federal databases. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible. This work scope does not include an audit of onsite facilities, but can be expanded, at the City's request, to include a more detailed examination of specific onsite uses (Phase I Environmental Site Assessment).

Hydrology/Water Quality

The Hydrology/Water Quality section will consider both temporary hydrological changes during construction and long-term changes in hydrology/drainage due to the operation of uses within the



project area and include a discussion of hydrology, drainage, and flooding based primarily on existing data sources. Because the sites within the project area are currently mostly permeable, operational changes to hydrology/drainage are expected to be required and provided by the applicant. The project's impacts to water quality and wastewater will be addressed as needed per the CEQA Checklist. It is our understanding that the City's WWTP has capacity, operating currently at 50 percent its capacity. Rincon will rely on reviews by City Staff for compliance with applicable City regulations and determination of ability to provide services. No water modeling will be conducted by Rincon. The project's potential impact on water quality will be assessed

Land Use

The analysis will address the project's consistency with the City's General Plan land use, potential County issues with the annexation and Sphere of Influence expansion to the Proposed SOI, and address issues related to the LAFCO annexation process as identified by their comment letter dated 3/3/2017.

Noise

Rincon will prepare a noise study letter. The study will evaluate the noise impacts and potential noise abatement for the proposed project. Rincon will conduct a site visit to preliminarily identify noise sensitive land uses and other features of the project area relevant to the noise study. Final selection of noise sensitive receptor locations would be determined through consultation with City staff. For budgeting purposes it is assumed sound-level data will be collected over a 10 to 30 minute period at locations at up to four (4) locations. However, due to the current Covid-19 statewide orders, noise measurements may not be possible. In that event Rincon will evaluate traffic data and other noise evaluations conducted in the area and estimate existing conditions from these alternate sources. Rincon will conduct traffic noise modeling related to the proposed project using the FHWA Traffic Noise Model (TNM) noise algorithms. Noise levels will be calculated for four specific receiver points and noise levels contours will be developed using SoundPlan, version 8.2. Results from these models will be combined to determine future exterior noise levels at affected residential uses. Results will be compared to the appropriate agencies land use compatibility guidelines

Rincon will evaluate potential construction noise impacts using City standards. FRA/FTA construction noise emission reference levels will be used to calculate construction noise level at local residences and other sensitive land uses. Noise reduction (mitigation) measures would be designed, as necessary, to reduce construction related noise impacts to comply with City standards. Mitigation measures would likely include equipment maintenance requirements, scheduling, distance limits on stationary equipment, and temporary walls.

Transportation/Traffic

The analysis will summarize the contents of the City accepted Traffic Impact Study (TIS) to be prepared by Peters Engineering (See attachment for their proposal). The IS section will analyze VMT impacts as will be required by CEQA starting July 1, 2020, and if the project conflicts with any circulation programs, increases hazards, or results in inadequate emergency access. The VMT evaluation will be based on the net change in VMT compared to existing conditions. The project may be determined to reduce average VMT if the implementation of the proposed commercial uses would reduce trip lengths compared to existing travel to similar destinations. This scope of work assumes that data/information regarding existing vehicle trips to similar commercial uses will be provided by the applicant. Rincon assumes the mitigation recommended in the TIS can mitigate impacts to a less than significant level. Participation in



the City’s Transportation Impact Fee (TIF) Program will be to address project transportation impacts per City’s General Plan requirements.

Other Issue Areas / Cumulative Impacts

The Administrative Draft Initial Study will address all additional CEQA issues not specifically listed above and identify any potential cumulative impacts that could result from the project and assess those impacts and include any mitigation to reduce cumulative impacts below a level of significance. These analyses will be qualitative in nature.

SCHEDULE

Rincon’s proposed schedule for completion of the CEQA environmental review process is summarized in the following table. Barring delays beyond Rincon’s control (such as an incomplete or evolving project description or extended City review intervals), we believe that the environmental review process can be completed within about three months. The following timeline is based on receiving a Notice to Proceed (NTP) on April 13, 2020.

Deliverable	Timing	Approximate Date
Administrative Draft Initial Study	Provided within 10 weeks of authorization to proceed (Assume 4/27/2020)	7/6/2020
City Review	Two weeks	7/20/2020
Draft IS-MND	One Week	7/27/2020
Public Review	CEQA required	30 days
Responses to Public Comments on the Draft IS-MND	Two weeks	9/15/2020
City Review	Two weeks	9/29/2020
Final IS-MND	One Week	10/06/2020
Planning Commission Hearing		TBD

ASSUMPTIONS

1. We have assumed that Rincon will produce and transmit all documents electronically. The City will manage the noticing, printing, and filing fee payments.
2. Operational changes to hydrology/drainage are expected within the project area and a hydrology report will be required by the City and provided by the applicant.
3. Cultural records requests review times may be extended during the COVID-19 *Stay in Place* orders as these State agencies are not allowing on site review of records by consultants or others.
4. Rincon assumes only six letters in response to the Initial Study with each letter requiring one hour to respond to plus a total of two hours for revisions to the Initial Study (errata pages). Any responses beyond this amount will be billed at an hourly rate per our fee schedule.



COST

Rincon Consultants' estimated cost to prepare the IS-MND and technical studies in accordance with the work scope outlined above is **\$110,226** as shown in the in the table below. Rincon will bill the project on a time and materials basis.

All of the terms of this proposal are fully negotiable to meet the needs of the City. This proposal is valid for a period of 60 days during such time all questions may be directed to Eric VonBerg, Project Manager.

Thank you for your consideration of Rincon Consultants for this project. We look forward to the opportunity to work with you and would welcome an opportunity to discuss the details of this proposal at your convenience.

Sincerely,

RINCON CONSULTANTS, INC.

Eric VonBerg, MRP
Project Manager

Richard Daulton, MURP
Principal in Charge

Attachment: TIS Proposal from Peters Engineering



RINCON CONSULTANTS, INC.
Application 2020-01 Initial Study/MND

Cost Estimate

Tasks	Rincon Labor Classification →			Principal / Director I	Supervisor I	Senior Professional I	Professional IV	Professional III	Professional II	Technical Editor	GIS/CADD Specialist I	Clerical/Administrative Assistant I
	Labor Cost	Direct Expense	Hours	\$215	\$190	\$156	\$140	\$125	\$112	\$110	\$108	\$75
Task 1: Admin Draft Initial Study	\$4,904		34	4		16			8	2	4	
Project Description and Introductory Sections	\$2,846		22	2		4			16			
Agricultural and Forest Resources	\$604		5			1			4			
Air Quality Report and GHG	\$1,678		13		1	2	2		8			
Biological Resources	\$1,174		9		1	2			6			
Cultural & Paleo Resources	\$448		4						4			
Geology & Soils	\$224		2						2			
Hazardous Materials	\$4,018		30	2	2	2		16	8			
Hydrology/Water Quality	\$3,476		26		4	2	4	4	12			
Land Use	\$672		6						6			
Noise	\$1,230		9		1	2	2		4			
Transportation	\$3,022		22	2		8			12			
Other Issue Areas/Cumulative Impacts	\$2,534		20	2		2			16			
Task 2: Public Review Initial Study	\$3,496		26	4		4			16	2		
Task 3: Final Initial Study / Mitigated Neg Dec	\$2,032		17			3			12	2		
Task 4: Public Hearings and Meetings (Optional)												
Task 5: Project Management	\$5,204	\$25,137	36	4		24						8
Task 6: Biological Resources Assessment	\$10,045	\$321	73	5	4		28	22	6	2	6	
Task 7: Cultural and Paleo Resources Assessment	\$10,692	\$226	86	7		9			64		5	1
Task 8: Air Quality and GHG Analysis	\$10,874		78	2	2		64		6		4	
Task 9: Noise Assessment and Letter	\$5,119	\$231	37	1	2		24	4	4		2	
SUBTOTAL COST	\$ 74,292	\$ 25,913	555	\$ 7,525	\$ 3,230	\$ 12,636	\$ 17,360	\$ 5,750	\$ 23,968	\$ 880	\$ 2,268	\$ 675

Direct Cost Summary

Vehicle Costs	\$ 528
Trimble GPS	\$ 190
Sound Level Metering Field Equipment	\$ 100
Standard Field Equipment Package	\$ 95
Peters Engineering	\$ 25,000
General and Administrative	\$ -
Subtotal Additional Costs:	\$ 25,913

Summary

Professional Fees Subtotal	\$ 74,292
Direct Costs Subtotal	\$ 25,913
10% City Cost	\$ 10,021
TOTAL PROJECT BUDGET	\$ 110,226

Environmental Scientists

Planners

Engineers



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Mr. Eric VonBerg
Rincon Consultants, Inc.
7080 North Whitney Avenue, Suite 101
Fresno, California 93720

April 8, 2020

Subject: Proposal for Traffic Impact Study
Proposed Annexation, Pre-Zone, and Site Plan Nos. 2020-01
Southwest of the Intersection of Manning Avenue and I Street
Reedley, California

Dear Mr. VonBerg:

Please find enclosed our proposed agreement for professional services for the subject project with the scope of services and fee attached. Our understanding of the project and our scope of services are based on information you provided via email on March 25, 2020 and an email provided by Mr. Rob Terry with the City of Reedley on April 7, 2020. This proposal supersedes a previous proposal provided on April 1, 2020. To authorize us to perform the traffic impact study, please sign the attached agreement and return it to our office. An executed copy will then be returned to your office.

Thank you for the opportunity to provide you with this proposal. Please feel free to call me if you have any questions.

PETERS ENGINEERING GROUP

John Rowland, PE, TE

Attachment: Agreement for Professional Services

Exhibit “A”

SCOPE OF SERVICES Traffic Impact Study Proposed Annexation, Pre-Zone, and Site Plan Nos. 2020-01 Southwest of the Intersection of Manning Avenue and I Street Reedley, California

INTRODUCTION

Peters Engineering Group (Consultant) will provide Rincon Consultants, Inc. (Client) with engineering services for the subject project as described herein. Consultant’s services will result in the preparation of a traffic impact study report that will identify the anticipated effect of the project on the existing and planned road network and will recommend mitigation measures required to maintain City of Reedley and County of Fresno standards and policies, as applicable. The traffic impact study report will also contain an analysis of vehicle miles traveled (VMT).

PROJECT DESCRIPTION

Annexation Application No. 2020-01 pertains to the annexation of approximately 58 acres into the City of Reedley. The annexation area consists of four parcels (APNs 368-350-17, 368-350-31, 368-350-32, and 368-350-33) and a portion of the Kings River (APNs 365-072-30T and 365-072-31). The annexation area is generally located east of the Kings River, south of Manning Avenue, west of the commercial corridor located on the southeast corner of Manning Avenue and I Street, and north of the existing Riverglen single-family residential subdivision. The proposed annexation is within the City of Reedley’s adopted Sphere of Influence, and the subject property has a Community Commercial, Low Density Residential, and Open Space Planned Land Use Designation pursuant to the City of Reedley 2030 General Plan.

Pre-Zone Application No. 2020-01 pertains to the pre-zoning of approximately 58 acres in preparation for annexation consistent with the Reedley 2030 General Plan. Approximately 32 acres is proposed to be pre-zoned to the Central and Community Commercial (CC) zone district, approximately 11 acres is proposed to be pre-zoned to the R-1-6 (One Family Residential) zone district, and approximately 15 acres, which includes a portion of the Kings River, is proposed to be pre-zoned to the Resource Conservation and Open Space (RCO) zone district.

Site Plan Review Application No. 2020-01 pertains to the master planning of approximately 11 acres of commercially designated land (APNs 368-350-17, 368-350-31, 368-350-32, and 368-350-33), consisting of nine commercial buildings totaling 178,500 square feet and 487 parking spaces to serve those buildings. Proposed uses identified in the site plan include retail stores, drive-through restaurants, dine-in restaurants, a gas station, and a hotel. Proposed ingress/egress to the site would be available via Manning Avenue and via the proposed southern extension of Manning Avenue, which would be accessed at the Manning Avenue/I Street intersection. Also proposed is the dedication of land directly east of the Kings River that is currently designated as Open Space in the 2030 General Plan for the future development of the Reedley Parkway. The proposed master site plan is consistent with the proposed pre-zoning designations and the Reedley 2030 General Plan.

WORK TASKS

The traffic impact study will be prepared in general conformance with City of Reedley requirements and the Caltrans *Guide for the Preparation of Traffic Impact Studies* dated December 2002 (2002 Guide). The study will also incorporate the Caltrans *Transportation Impact Study Guide, Vehicle Miles Traveled-Focused Draft* dated February 2020 (2020 Draft Guide) to the extent possible or as required by the City.

The Consultant will perform the following work tasks:

PHASE I – DEVELOPMENT OF SCOPE

Task 101 Kickoff Meeting

Consultant will attend a kickoff meeting with Client and Client's representatives to discuss pertinent aspects of the Project, if necessary. The kickoff meeting will be accomplished via telephone or email if possible.

Task 102 Field Review

Consultant will perform a field review to ascertain the existing road conditions and traffic patterns in the vicinity of the Project site.

Task 103 Project Trip Generation

Consultant will calculate the number of vehicle trips expected to be generated by the Project. The calculations will utilize data available in the Institute of Transportation Engineers *Trip Generation Manual, 10th Edition*.

Task 104 Project Traffic Modeling

Project information will be provided to the Fresno Council of Governments (COG) to perform a select zone analysis for the entire Project site and for the proposed site plan. The modeling will also include determination of the estimated Project vehicle miles travelled, and a comparison of the regional vehicle miles traveled with and without the Project. The model run for the entire Project site will include network modifications as necessary to include the completion of Kings Drive and Kingswood Parkway indicated in the City of Reedley General Plan. The most recent COG activity-based travel model will be utilized to determine the expected regional distribution of project trips. Consultant will review the results of the COG trip distribution to ensure that they are reasonable.

Task 105 Scoping Letter and Agency Coordination

Consultant will summarize the results of Tasks 101 through 104 in a scoping letter that will include a figure identifying the volume and distribution of Project trips to the adjacent road network. The letter will be presented to City staff with a request for a scoping meeting or confirmation of written requirements for the study. Consultant will attend a scoping meeting at the City offices, if required. Based on the information presented, City staff, with input from any other affected agencies, will have the opportunity to identify and finalize the intersections and road segments required to be studied.

PHASE II – TRAFFIC ANALYSES AND REPORT

Upon completion of Phase I of the traffic impact study, Consultant will provide the Client with the actual fee for Phase II of the study based on the number of study locations required by the City. Phase II of the study will begin when Client authorizes the fee associated with Phase II of the study based on the actual scope of work required by City staff.

Task 201 Traffic Counts

Manual traffic counts, including turning movements, will be performed at the existing study intersections required by the City between the hours of 7:00 a.m. and 9:00 a.m. on a weekday morning and between the hours of 4:00 p.m. and 6:00 p.m. on a weekday evening, or at times specified by the City. Based on preliminary information provided by City staff, the following intersections will be counted:

1. Manning Avenue / Kings River Road
2. Manning Avenue / I Street
3. Manning Avenue / Reed Avenue
4. I Street / Reed Avenue
5. North Avenue / Reed Avenue

Task 202 Pending and Cumulative Projects

Consultant will coordinate with City staff to identify pending projects in the vicinity of the site. The additional traffic volumes expected to be generated by those projects will be estimated and included in the analyses.

Task 203 Traffic Analyses

Consultant will perform operational intersection and road segment analyses as required by the City. It is anticipated that analyses will be required for at least the following scenarios:

- A. Existing Conditions
- B. Existing-Plus-Project (Site Plan) Conditions
- C. Existing-Plus-Project (Entire Annexation Area) Conditions
- D. Near-Term With-Project (Site Plan) Conditions
- E. Cumulative (Year 2040) With-Project (Entire Annexation Area) Conditions.

The time periods to be analyzed include the weekday a.m. and p.m. peak hours. Forecasts of future traffic volume will be based on the COG travel model and either an increment method or a growth rate determined from the model output.

Based on information provided by City staff, the following intersections will be analyzed:

1. Manning Avenue / Kings River Road
2. Manning Avenue / I Street (includes Kings Drive in Scenarios C and E)
3. Manning Avenue / Reed Avenue
4. I Street / Reed Avenue (includes Kingswood Parkway in Scenarios C and E)
5. North Avenue / Reed Avenue
6. West Site Access / Manning Avenue (Scenarios B through E)
7. East Site Access / Manning Avenue (Scenarios B through E)
8. Kingswood Parkway / Kings Drive (scenarios C and E only)

Transportation improvements required to conform to City of Reedley policies will be developed and the levels of service for the improved conditions will also be evaluated.

Task 204 Traffic Impact Study Report

Consultant will prepare a report for review by the Client, City staff, and any other affected agencies. The report will include presentation of the results of the tasks outlined herein.

The report will include a presentation of the results of the VMT analyses. If significant impacts related to VMT are identified, potential mitigation measures will be discussed based on available information, but it should be noted that a regional mitigation program has not been developed and the Consultant and the City may not be able to identify Project-specific mitigation measures that will decrease the impacts to less than significant.

Up to six copies of the report will be provided and an electronic portable document format (pdf) copy of the report will also be prepared. Should the City or other reviewing agencies have comments requiring revisions to the report, the report will be revised or an addendum report will be prepared addressing each comment. Comments by a reviewing agency that require work that was not included in the scope agreed upon during Phase I will be performed as Additional Services as described below.

CLIENT'S DUTIES AND RESPONSIBILITIES

The Client shall:

- a) Provide all criteria and full information concerning Client's requirements for the project.
- b) Provide Consultant with plans indicating the locations, types, and sizes of the proposed improvements.
- c) Apply for and obtain all approvals and permits from all governmental agencies having jurisdiction over the project, and such approvals from other entities as may be necessary for the project, with the assistance from the Consultant or as additionally authorized. Client shall pay all fees and charges associated with securing permits and approvals not previously described.
- d) Give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.
- e) At Client's discretion, authorize and direct Consultant to provide necessary Additional Services.

ADDITIONAL SERVICES

The Client may, at its sole discretion, request that Consultant perform Additional Services. Both parties, prior to proceeding with these services, shall execute a written amendment to this Agreement.

Additional services will be required if Consultant is to perform services not specifically described herein. Additional services will also be required if project changes require revisions to the trip generation or distribution data after Task 103 has begun. Additional services will be required if Consultant is required to attend meetings, including but not limited to, project design team, public hearings, neighborhood meetings, planning commission meetings, and board of supervisors meetings.

RIGHT TO RELY

Consistent with the professional standard of care, Consultant shall be entitled to rely upon the accuracy of data and information provided by the Client or others without independent review or evaluation unless specifically required in the Scope of Services.

COMPENSATION

Consultant's fee for Phase I of the study will be a lump sum of \$5,500.00 and Consultant's fee for Phase II of the study as described herein will be a lump sum of \$19,500.00, resulting in a total fee of \$25,000.00.

The fee presented above is based on an assumption that road segment analyses will not be required because intersection operations typically govern. If the City requires analysis of additional intersections or road segments, a separate fee proposal will be prepared.

Compensation for Additional Services shall be in accordance with the attached Hourly Rate Schedule (Exhibit "B").

SCHEDULE

The scoping letter is expected to be submitted to City of Reedley staff within approximately four weeks of receipt of an executed agreement, but is dependent upon the availability of COG to perform the traffic modeling. Completion of Phase I is dependent upon the availability of the affected agencies to attend a scoping meeting or otherwise specify/confirm the scope of the study. The schedule for Phase II will depend upon the actual scope of work required by the City of Reedley and the affected agencies.



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Exhibit "B"

HOURLY RATE SCHEDULE
(Effective 1/1/20 to 12/31/20)

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$185/hr
Senior Civil Engineer	\$170/hr
Civil Engineer	\$145/hr
Land Surveyor	\$135/hr
Staff Engineer	\$120/hr
Draftsperson/Technician/Inspector	\$95/hr
Clerical	\$72/hr
Litigation Support	\$350/hr

REIMBURSABLES SCHEDULE
(Effective 1/1/20 to 12/31/20)

<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	\$0.64/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.



REEDLEY CITY COUNCIL

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

ITEM NO: 11

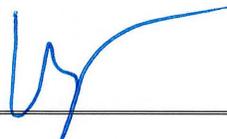
DATE: September 13, 2022

TITLE: CONSIDER THE FOLLOWING ITEMS ASSOCIATED WITH AFFECTED PROPERTIES ON EAST DUFF AVENUE:

- A. APPROVE AND AUTHORIZE A LOAN ARRANGEMENT ON BEHALF OF SIX (6) EAST DUFF AVENUE PROPERTY OWNERS TO ENGAGE THE PROFESSIONAL SERVICES OF DALE G. MELL & ASSOCIATES FOR THE COMPLETION AND CORRECTION OF LOT LINE ADJUSTMENTS NOT TO EXCEED \$15,000
- B. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL DOCUMENTS FOR LOAN REPAYMENT WITH THE PROPERTY OWNERS OF THE AFFECTED PROPERTIES ON EAST DUFF AVENUE

SUBMITTED: Rodney L. Horton 
Community Development Director

APPROVED: Nicole R. Zieba
City Manager



RECOMMENDATION

Approve the following actions associated with certain affected properties on East Duff Avenue: A) Provide for and approve a loan arrangement on behalf of six (6) East Duff Avenue property owners to engage the professional services of Dale G. Mell & Associates for the completion and correction of lot line adjustments not to exceed \$15,000, and B) Approve and authorize the City Manager to execute all documents for loan repayment with the property owners of the affected properties on East Duff Avenue.

EXECUTIVE SUMMARY

In 2021, the City was made aware that six (6) properties situated on East Duff Avenue, and located in Council District 5, have defective parcel descriptions and inaccurate parcel lines dating back several decades. Currently, the parcel lines are shown to bifurcate existing residential homes and accessory structures. The neighbors attempted to resolve this matter in 2009 by filing Lot Line Adjustment 2009-01 and Lot Line Adjustment 2009-02, however the

process was not fully completed resulting in the parcel lines and parcel description remaining defective. If the parcel lines and parcel description are not corrected, the property owners will have difficulty selling or transferring their property. Additionally, current defective parcel lines and parcel descriptions of the properties situated on East Duff Avenue is a violation of the Subdivision Map Act. State law is clear that is the property owners responsible to rectify this. However, the costs is such that, without City support, property owners are unwilling to fix the situation.

BACKGROUND

In 2021, City staff was made aware of the lot line issue as one of the property owners was unsuccessfully attempting to sell their property. Staff provided information to the resident on attaining the services of a licensed surveyor, but the costs was a concern to all of the affected neighbors. The parcel description and lot lines require participation from all property owners because one adjustment will impact the other affected properties. The neighbors attempted to rectify the situation in 2009, but the process was never completed, and the surveyor was not paid for the work completed.

Staff convened a neighborhood meeting on July 20, 2022, with the affected property owners. The neighborhood meeting was held at City Hall – Council Chambers where the neighbors agreed to the City engaging the services of Dale G. Mell & Associates to complete the Lot Line Adjustment process, with repayment to the City occurring at the sale and or transfer of the property. The estimated cost is not to exceed \$15,000; approximately \$2,500 per property owner.

Dale G. Mell & Associates is scoped to prepare final documents for perfecting the deeds of the six (6) affected properties. The surveyor is also scoped to prepare and record executed deeds, perform a site visit to verify existing fence line locations, and coordinate with the title company and the affected property owners. It is estimated that the work will be completed by October 31, 2022. A statement of covenant and creation of lien for reimbursement of costs has been drafted and will be required to be signed by all property owners and recorded prior to the work being completed by Dale G. Mell & Associates.

FISCAL IMPACT

There is no fiscal impact. The funds will be appropriated through the Community Development Department – Planning Division’s Professional Services budget; and repaid by each property owner upon the sale of the property.

PRIOR COUNCIL ACTIONS

No prior actions have been taken by the City Council in regards to this particular proposed program.

ATTACHMENTS

1. Draft lien document

FOR THE BENEFIT OF THE CITY OF REEDLEY

WHEN RECORDED RETURN TO
AND RECORDING REQUESTED BY:

City of Reedley
Community Development Department
1733 Ninth Street
Reedley, CA 93654

-----above space for County Recorder's use-----

APN _____

**STATEMENT OF COVENANT AND CREATION OF LIEN FOR REIMBURSEMENT OF
COSTS IN CONNECTION WITH LOT LINE ADJUSTMENT**

RECITALS

A. WHEREAS, Richard Anthony Gabaldon, hereinafter referred to as the "Covenantor," is the owner of that certain real property in the City of Reedley, County of Fresno, State of California, identified as APN _____, hereafter referred to as the "Subject Property" and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

B. WHEREAS, the boundary lines of the Subject Property are improperly recorded and the parcel description is currently inaccurate; and

C. WHEREAS, the Subject Property is one of six parcels in the affected neighborhood that requires lot line adjustments along East Duff Avenue; and

D. WHEREAS, Covenantor has not yet properly rectified the lot lines of the Subject Property; and

//

E. WHEREAS, Covenantor has a need and desire to perfect the deed of the Subject Property by ensuring that the lot lines are properly recorded and that the Subject Property's parcel description is accurate; and

F. WHEREAS, the City of Reedley ("City"), in order to serve the constituents of the City and promote proper community development, and on the condition that Covenantor covenants to reimburse the City for the costs incurred by the City in having the lot lines of the Subject Property adjusted, will arrange for the correction of the Subject Property lot lines, which will benefit the Subject Property in that the lot lines will no longer need to be adjusted or corrected as a condition of future sale or transfer of the Subject Property; and

G. WHEREAS, the anticipated cost to properly adjust the lot lines of all six parcels in the affected neighborhood is estimated to be approximately Fifteen Thousand Dollars (\$15,000.00), and Covenantor's respective portion is estimated to be approximately Two Thousand Five Hundred Dollars (\$2,500.00).

NOW, THEREFORE, BE IT RESOLVED, the Covenantor hereby covenants as follows:

COVENANTS, CONDITIONS, AND RESTRICTIONS

1. The recitals above are adopted as true and correct and made a part of this Statement of Covenant and Creation of Lien for Reimbursement of Costs in Connection with Lot Line Adjustment ("Statement").

2. The Covenantor hereby covenants to pay the City, up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00), the actual costs paid by the City for the lot line adjustment ("Payment Obligation").

//

//

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3. The Payment Obligation shall be due upon sale or transfer of the Subject Property or any portion of the Subject Property. The Covenantors may elect to satisfy the Payment Obligation at any time prior to sale or transfer of the Subject Property. Upon satisfaction of the Payment Obligation, the City and Covenantors shall take any necessary action to release this Statement and/or remove the Payment Obligation as an encumbrance on the Subject Property.

4. Each of the covenants, conditions, and restrictions contained in this Statement shall run with the Subject Property and shall be binding upon Covenantor and its successors, assignees, heirs, and representatives of the Subject Property or any portion thereof. By executing and authorizing the recording of this Statement with the Fresno County Recorder, Covenantors and City hereby intend to create a lien upon the Subject Property to guarantee the performance of the obligations of the Covenantor contained in this Statement.

5. The City shall have the right to enforce this Statement and the Covenantor's obligations herein by any legal or equitable means. Covenantor agrees to compensate the City for all costs incurred by the City in enforcing the Covenantor's obligations hereunder. All Covenantor's obligations in this Statement shall inure solely to the benefit of the City. There are no third-party beneficiaries of said obligations.

6. The conditions and obligations of this Statement shall remain in full force and effect until such time as the Payment Obligation encumbering the Subject Property is fully satisfied.

7. In the event that one or more provisions of this Statement are ruled illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Statement shall continue in full force and effect. Whenever the context of this Statement so requires, in interpreting this Statement, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

DATED: _____

CITY OF REEDLEY,
a California Municipal Corporation

COVENANTOR

By _____
(signature)

By _____
(signature)

(name, title)

Property Owner

(Attach Notary Acknowledgment)

J:\WDOCS\01910\005\AGT\00979969-4.DOCX

ACKNOWLEDGMENT

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 _____ before me, _____
(insert name and title of the officer)

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 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 the 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 and official seal.

Signature _____ (Seal)

EXHIBIT "A"

(Insert Legal Description)



REEDLEY CITY COUNCIL

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

ITEM NO: 12

DATE: September 13, 2022

TITLE: APPROVE THE SUBMITTAL OF AN APPLICATION TO THE FRESNO COUNTY HISTORICAL LANDMARKS & RECORDS ADVISORY COMMISSION TO DESIGNATE SMITH'S FERRY PARK AS A LOCAL FRESNO COUNTY HISTORICAL SITE

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

That the City Council approve the submittal of an application, pursuing local historical designation of Smith's Ferry Park.

BACKGROUND

Local historian Kenneth Zech has approached the City, requesting permission to submit an application to the Fresno County Historical Landmarks and Records Advisory Commission to designate Smith's Ferry and Hotel (Smith's Ferry Park) as a local historical site. There is currently a historical marker on the northwest corner of Reed and Olson Avenues, however, the site itself has no specific historical designation on any historical register. Designation on this local Fresno County register does not restrict the property in any way from being used a certain way or modified in the future.

As described in the application by Mr. Zech:

"James Smith (1821-1862) and family established a hotel and ferry at this site in 1855. In the estimation of pioneer historian John McCubbin, Smith's Ferry was probably the most important ferry crossing on the Kings River from this date until its closing in 1874.

James Smith was selected Fresno County's first public administrator when the county was established in 1856. Smith was elected to the County Board of Supervisors in 1858. In 1861, he was elected to the California State assembly.

In 1884, the abandoned hotel, then owned by the 76 Land and Water Company, became the first residence of the pioneering Thomas Law Reed family. The following year, the Reeds moved to their

own property. In 1888, Reed deeded a half-interest in a townsite to the Southern Pacific Railroad, resulting on the founding of the town of Reedley.”

Further in the application, Zech writes:

“The ferry was described as having been 16 feet wide and 60 feet long, with landing platforms on either end. The ferry moved across the river by way of a cable attached to a block and tackle system.

McCubbin described Smith’s Ferry as being the only Kings River ferry where crossings could be made during high water. This advantage resulted in the ferry remaining open long after others were abandoned.”

The attached application has additional historical information on Smith, his family, and other fascinating history regarding the site and the traditions of the time.

Should the Council approve submitting the application, the Fresno County Historical Landmarks and Records Advisory Commission would consider the application at their November 10th meeting. If approved, the application is then submitted to the Fresno County Board of Supervisors for their approval.

FISCAL IMPACT

There is no fiscal impact to the City to pursue Fresno County Historical Landmark designation for Smith’s Ferry Park.

ATTACHMENTS

1. Draft Fresno County Historical Landmarks & Records Advisory Commission Historic Places Application, dated 6/27/22



Fresno County Historical Landmarks & Records Advisory Commission
Historic Places Application

IDENTIFICATION

1. Common name: Smith's Ferry Park
2. Historic name: Site of Smith's Ferry and Hotel
3. Street or rural address: northwest corner of Reed and Olson Avenues
 City: Reedley Zip: 93654 County: Fresno
4. Parcel Number: _____
5. Present Owner: City of Reedley
 City: Reedley Zip: 93654 Ownership is: Public Private
6. Present Use: Public park
 Original Use: Site of a hotel and a ferry for crossing the Kings River

DESCRIPTION

7a. Architectural style: *not applicable*

7b. Briefly describe the present physical description of the site or structure and describe any major alternations from its original condition. Descriptions should include such characterizing details as exterior material, roof shape and material, number of rooms, interior materials, fireplaces, and other parts which may represent a specific style. Include additional elements of the site such as detached garage, barn, tank house, outhouse, corral, entrance gate, pond, canal, storage shed, kiln, packing shed, gardens, arbors, landmark trees, and others.

The only evidence that remains of the Smith's family presence at this site is the grave and headstone of James Smith and his son William. Today, the site of the hotel and the east side crossing of the ferry is a public park—Smith's Ferry Park. On the opposite side of the Kings River (the west side) is Reedley Beach—a public park. Smith's Ferry Park is bordered on the south by Olson Avenue and the Olson Avenue bridge that crosses the Kings River. The Smith gravesite is now within the borders of the Reedley District Cemetery, which is immediately south of Olson Avenue.

A historic marker commemorating Smith's ferry and hotel is located at the southeast corner of Smith's Ferry Park.

8. Construction date: Estimated: _____ Factual: __ 1855 _____

9. Architect: _____

10. Builder: _____

11. Approximate property size (feet): _____ Frontage: _____ Acreage: _____

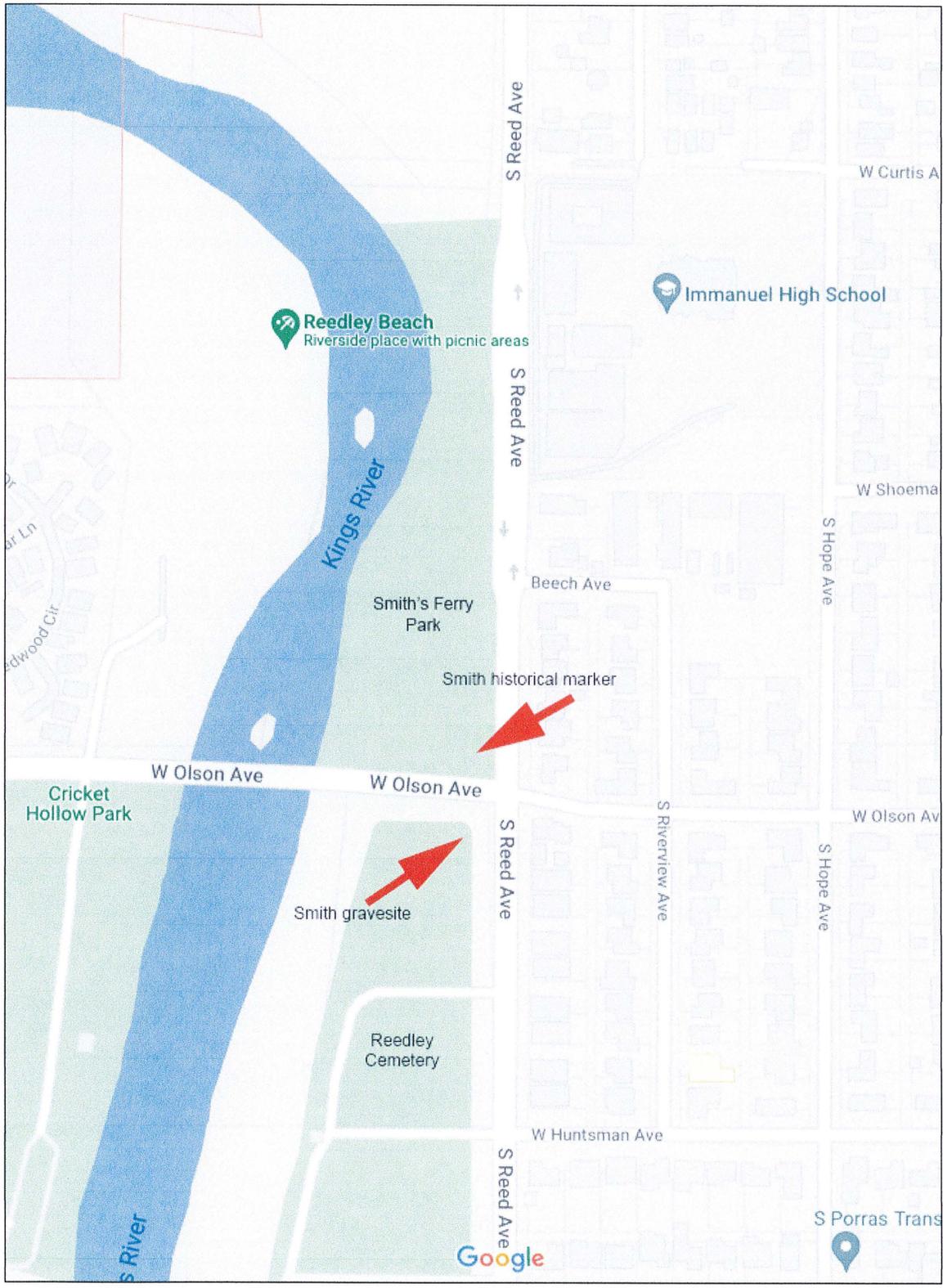
12. Condition: Excellent Good Fair Deteriorated No longer exists

13. Alterations: _____

14. Please enclose a photograph, black & white if possible.

See Attachment for photos

15. Locational sketch map. (Draw and label size and surrounding streets, roads, and prominent landmarks.)



16. Surroundings: (check more than one if necessary)

Open land Scattered buildings Densely built-up
√ Residential Industrial Commercial
√ Other: ___ public parks, river, cemetery, agricultural _____

17. Threats to site:

None known Private development Zoning
Vandalism Public works project
Other:

Is the structure: *not applicable*

On its original site Moved Unknown

18. Related Features: _____

SIGNIFICANCE

20. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)

Significance of the Site

James Smith (1821-1862) and family established a hotel and ferry at this site in 1855. In the estimation of pioneer historian John McCubbin, Smith's Ferry was probably the most important ferry crossing on the Kings River from this date until its closing in 1874.

James Smith was selected Fresno County's first public administrator when the county was established in 1856. Smith was elected to the county Board of Supervisors in 1858. In 1861 he was elected to the California State Assembly.

In 1884, the abandoned hotel, then owned by the 76 Land and Water Company, became the first residence of the pioneering Thomas Law Reed family. The following year the Reeds moved to their own property. In 1888 Reed deeded a half-interest in a townsite to the Southern Pacific Railroad resulting in the founding of the town of Reedley.

Brief History of Smith's Ferry and Hotel

James Smith was born in Pennsylvania in 1821. His family moved to Ohio when he was about age ten. Smith acquired more education than most men of his day. For a time, he was a schoolteacher, and later was in the mercantile business. He married Martha Lucinda Hamilton in 1846.

Smith first came to California in 1849 seeking gold, first on the Feather River, and later at what would become Columbia. He returned home to Ohio in 1851. The following year he returned to Columbia to continue mining, this time with his wife and his first child. The family, now with two children, left the mines for the valley in 1855 and settled on the Kings River. It was here that he would establish a hotel and river ferry service.

Smith employed two carpenters by the names of Ramblesberg and Haskins to build a hotel and a ferry boat. Lumber for these projects came from the Thomas Mill in the Sierra of eastern Tulare County and was hauled to the site by ox teams that Smith had brought with him from Columbia.

Pioneer historian John McCubbin described the hotel as being a two-story, 11-room building, that was painted white and faced northeast. Three ailanthus trees stood in front of the hotel, which Smith planted in 1861. There also was a large barn on the property.

The ferry is described as having been 16 feet wide and 60 feet long, with landing platforms on either end. The ferry moved across the river by way of a cable attached to a block and tackle system.

During the first year of the ferry's operation Smith had a partner by the name of Aaron Crumbly. Crumbly sold his interest to Smith after one year of the partnership.

McCubbin described Smith's Ferry as being the only Kings River ferry where crossings could be made during high water. This advantage resulted in the ferry remaining open long after others were abandoned.

There were several roads that radiated from Smith's Ferry. McCubbin detailed these on a map included later in this document. Perhaps the best-known stage line, the Butterfield Overland Mail, normally crossed the Kings River at Whitmore's Ferry, about 18 miles south of Smith's Ferry. However, when the river was running too high for a safe crossing at Whitmore's, the stages were routed by way of Smith's Ferry.

In 1856 Fresno County was formed. Smith was selected Fresno County's first public administrator. In 1858 he was elected to the county Board of Supervisors. In 1861 Smith was elected to the California State Assembly.

On December 17, 1862, at age 41, James Smith died of pneumonia. Just a little over a month later son William, three years old, died. Father and son were buried on the property in a grave marked with a single marble headstone. A waist-high brick wall enclosure was built around the perimeter of the gravesite.

James' widow, Martha, continued operating the hotel and ferry until her marriage to Claiborne Wright. Wright took charge of the business for a few years until the couple separated. Martha, with the assistance of her oldest son, Hamilton, again assumed responsibility for operating the business.

This continued until 1874 when Mrs. Smith sold the property and business to J. W. Mitchell. Mitchell, along with partner W. E. Ross, operated the business but a short time. Later that year the partnership was dissolved, the hotel closed, and the ferry service ended. The entry of the railroad into the valley reduced passenger and freight business by stage and freight wagon to the point where the ferry operation could no longer generate a profit.

A news article appeared in the *Fresno Morning Republican*, May 15, 1908, reporting that the Fresno County Board of Supervisors visited the Smith's Ferry site the previous day to look the place over as a location for a new, proposed bridge over the Kings River. Supervisor W. D. Mitchell is said to have told the group that "Smith kept at the ferry a roadhouse known as the 'Tulare Mansion.'" Mitchell said that he knew this because his father was J. W. Mitchell—the man who had bought the ferry and hotel from Mrs. Smith. Curiously, the name "Tulare Mansion" apparently was never mentioned to McCubbin who interviewed both Smith sons at length.

In 1882 the 76 Land and Water Company acquired the property. The 76 Company was in the process of selling land and building irrigation canals for a vast section of southern Fresno County and northern Tulare County. At the behest of some of the 76 Company stockholders, Thomas Law Reed, a tenant farmer of theirs in Yolo County, was encouraged to relocate to this area for the purpose of farming wheat. Reed visited the area in 1884 and immediately went to work planting a first crop of wheat. By the end of the year Reed had moved his family to Fresno County and took up temporary residence in the old Smith hotel building. They remained there for about a year and a half until they were able to move to a house on what would become their Home Ranch, about one mile north of the old Smith Ferry site.

During the Smith era there had been few settlers, so no community came to be established. That changed when the Reeds, and others, arrived years later. The Southern Pacific Railroad recognized the opportunity and began building an east side branch through the district. Reed deeded a half-interest in a townsite to the railroad in return for their agreement to establish a rail stop and depot. The result was the founding of the town of Reedley.

According to McCubbin the 76 Company had the old hotel building dismantled and the lumber hauled up to their ditch camp at Wahtoke Dam. The old ferry boat broke loose from its moorings not long after the property was abandoned. It floated some 12 miles down river before becoming lodged on an island. Locals hauled it away piecemeal.

Not long after the arrival of the Smiths on the Kings River, this vicinity of Fresno County came to be known as Smith's Ferry. And long after the hotel and ferry closed the name remained in use. The first school on the east side of the river in this locality, about three miles northeast of the ferry site, was given the name Smith's Ferry School when it was established in 1886. This changed only when Reedley was founded, and it was decided to move the school into town and take the name Reedley Grammar School.

James Smith was memorialized by his name being given to an isolated mountain summit about six miles east of the ferry site. Smith Mountain is 1,020 feet in elevation.

Smith's Ferry Park had previously been called Monument Hill Park—a name that was adopted because a monument and grave marker business had operated there in the 1940s. In 1978, at the request of the Reedley Historical Society, the Reedley City Council renamed this important historical site Smith's Ferry Park.

The Site Today

Today, the site of the hotel and the east side crossing of the ferry is a public park—Smith's Ferry Park. Based on McCubbin's maps the hotel was probably located on what is now Reed Avenue, adjacent to the Smith's Ferry Park east side boundary. The west side ferry landing site, on the opposite side of the Kings River, is Reedley Beach—also a public park.

Smith's Ferry Park is bordered on the south by Olson Avenue and the Olson Avenue bridge that crosses the Kings River. A historic marker commemorating Smith's ferry and hotel is located at the southeast corner of Smith's Ferry Park.

The Smith gravesite is now within the borders of the Reedley District Cemetery, which is immediately south of Olson Avenue. The cemetery was formally established in 1891—29 years after James Smith, and son William, were interred at that place.

Historical Marker on the Site

On June 22, 1985, the Jim Savage Chapter of E Clampus Vitus, with the cooperation of the Reedley Historical Society and the City of Reedley, dedicated a granite marker in Smith's Ferry Park commemorating Smith's Ferry and Pool's Ferry. This marker is located on the northwest corner of Reed and Olson Avenues. One side of the four-sided marker commemorates Smith's Ferry, and another Pool's Ferry. The text on the Smith's Ferry side reads:

SMITH'S FERRY

OPERATED HERE FROM 1855-1874 BY MR. & MRS. JAMES SMITH, THE PRECURSOR OF REEDLEY'S SETTLEMENT IN 1888. IT OUTLASTED OTHER KINGS RIVER FERRIES SINCE SMITH'S WAS THE ONLY BOAT WHICH COULD BE APPROACHED AT HIGH WATER. HIS FAMILY KEPT A TWO STORY, 11 ROOM HOTEL ON WHAT IS NOW THE CEMETERY'S NORTH END WHERE SMITH, WHO DIED IN 1862, RESTS IN THE OLDEST GRAVE. HIS WIDOW SOLD THE BUSINESSES IN FEBRUARY 1874. WITHIN MONTHS, THEY CLOSED VICTIMS OF THE CENTRAL PACIFIC RAILROAD'S CONSTRUCTION WEST OF HERE IN 1872. SMITH AN EARLY-DAY ASSEMBLYMAN IS MEMORIALIZED IN THE NAME OF A MOUNTAIN EAST OF HERE.

21. Main theme of the historic resource: (If more than one is checked, number in order of importance.)

Architecture ___

Arts & Leisure ___

Economic /Industrial 2

Exploration/Settlement 1

Government ___

Military ___

Social/Education ___

Religion ___

22. Sources (List books, documents, surveys, personal interviews and their dates).

Allen, Mary B. *The Immigrants, George Read/Reed and Sarah Rayson; The Pioneers, Thomas Law Reed and Amantha Ann Smith*. Sonora, CA: M. B. Allen, 1995.

Hurst, Harry. *Alta Pioneers*. Dinuba: Alta Advocate, 1924.

McCubbin, John C. *The McCubbin Papers: An Account of the Early History of Reedley and Vicinity*. Ed. Kenneth Zech. Reedley: Reedley Historical Society, 1988.

Nickel, Katharine, ed. *Beginning in the Reedley Area: A Treasury of Historical Accounts 'Till 1913*. Reedley: K. Nickel, 1961.

Winchell, Lilbourne Alsip. *History of Fresno County and the San Joaquin Valley*. Fresno: A. W. Cawston, 1933.

23. Date form prepared: ____ June 27, 2022 _____

By: (name) ____ Kenneth Zech _____

Organization: _____

Address: _ 482 S. Redwood Dr. _____

City: __ Reedley _____ Zip: __ 93654 _____

Telephone: __ 559-638-7216 _____ Fax: _____

E-mail: _____ ken.zech@comcast.net _____

Signature of Owner (or authorized agent)

Date

Print name and title

Please forward completed application to:

Historical Landmarks & Records Advisory Commission
Fresno County Library
2420 Mariposa Street
Fresno, CA 93721

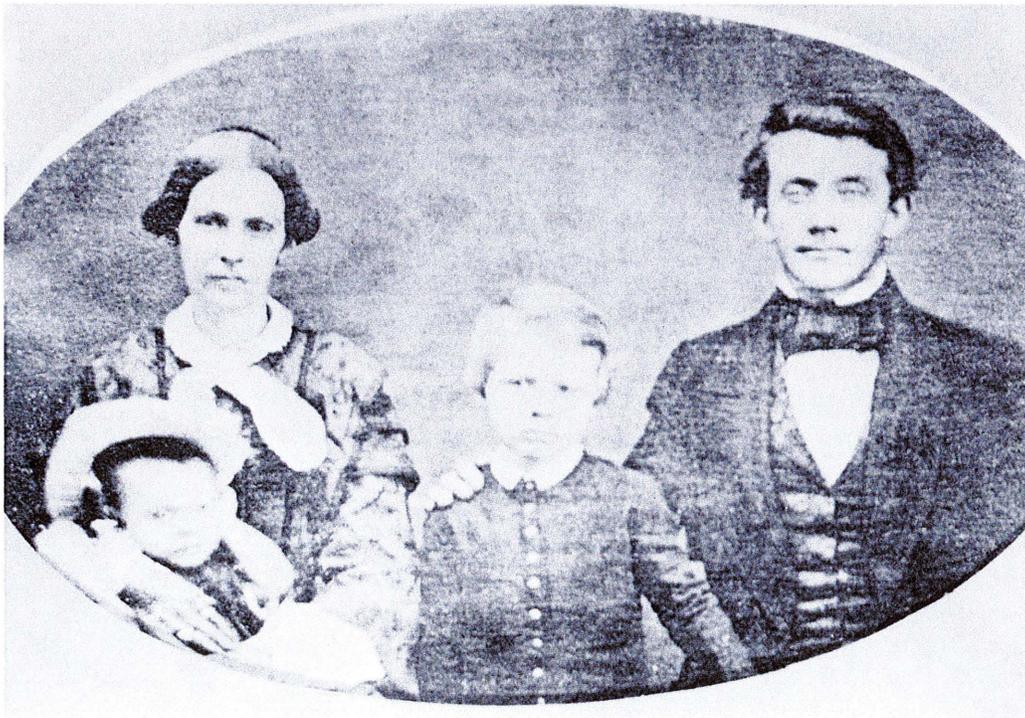
Attachment: Photos, maps, illustrations



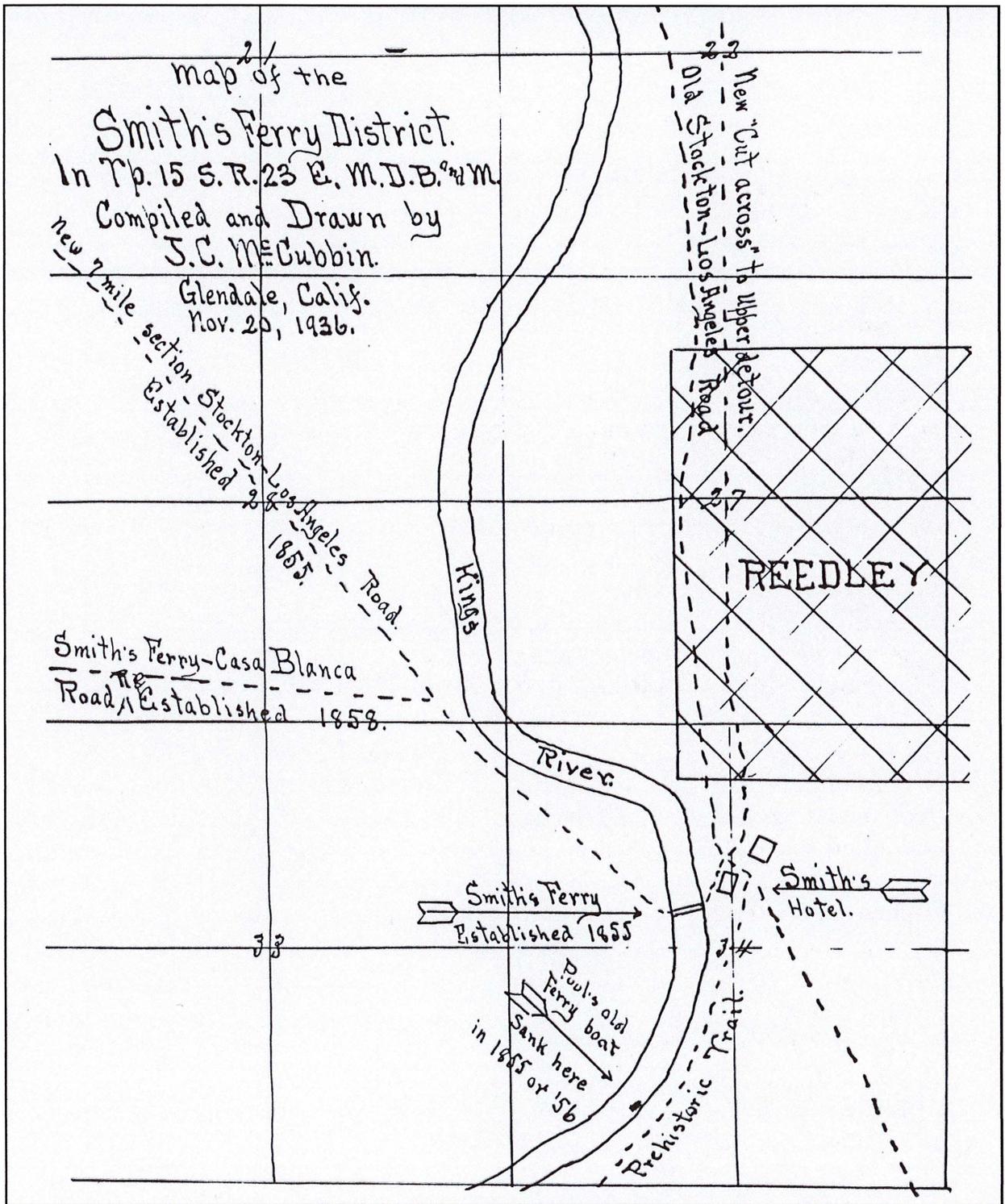
James Smith



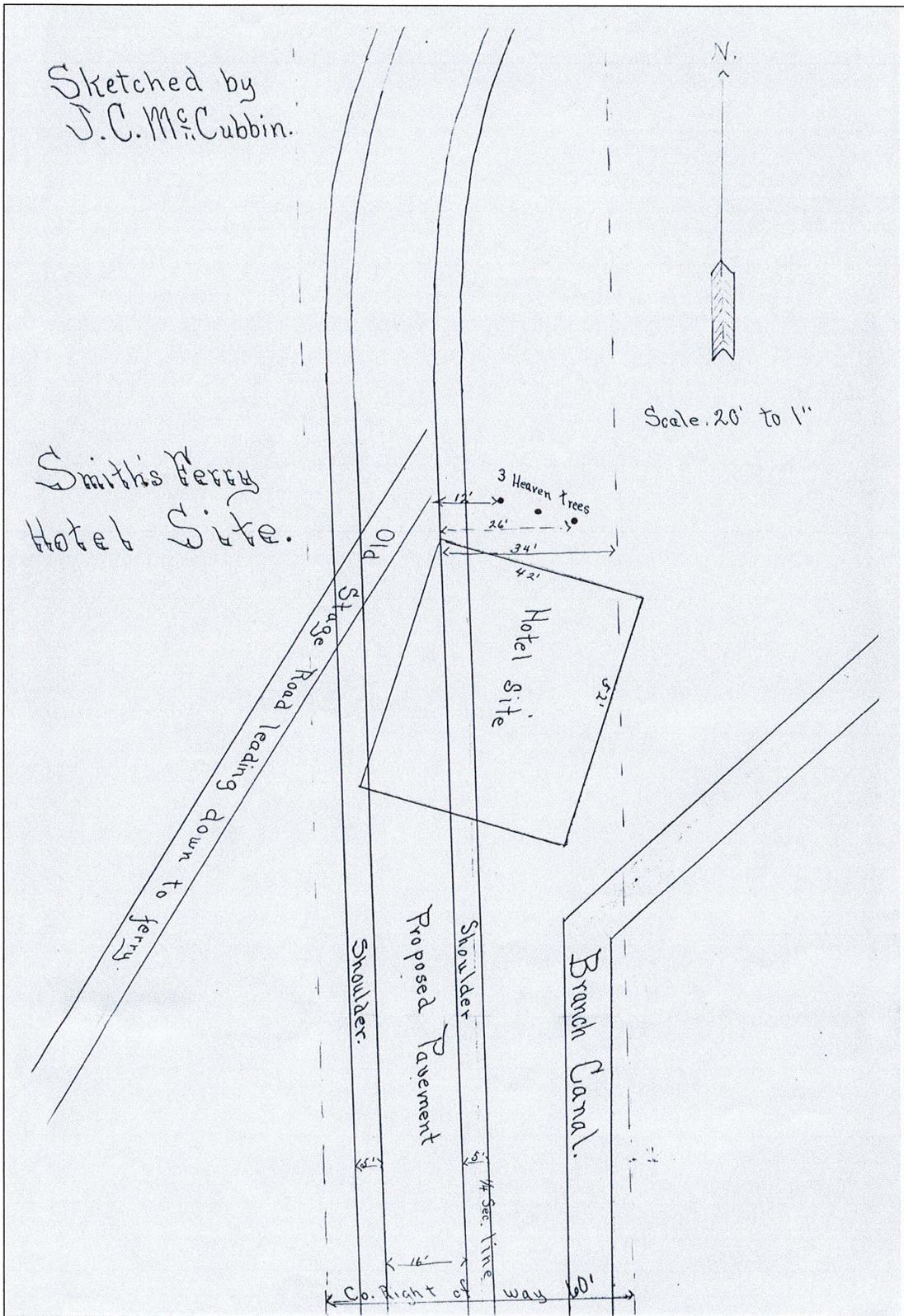
Martha Smith



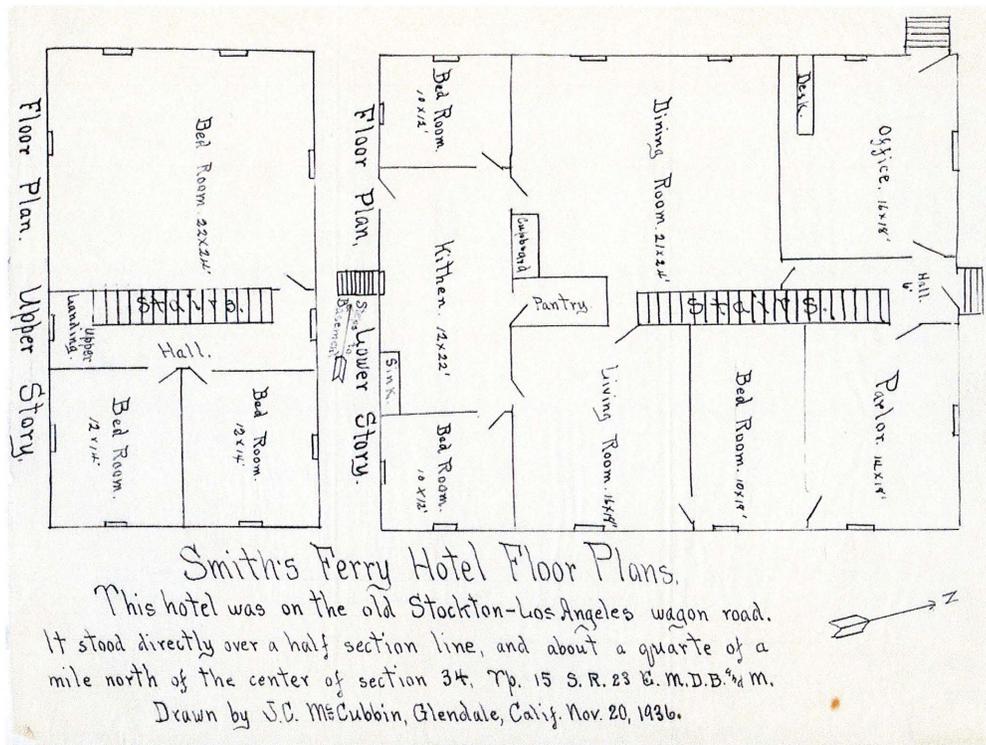
James and Martha Smith, with daughter Harriet Lucretia and son John Parks Hamilton "Ham". Photo 1854.



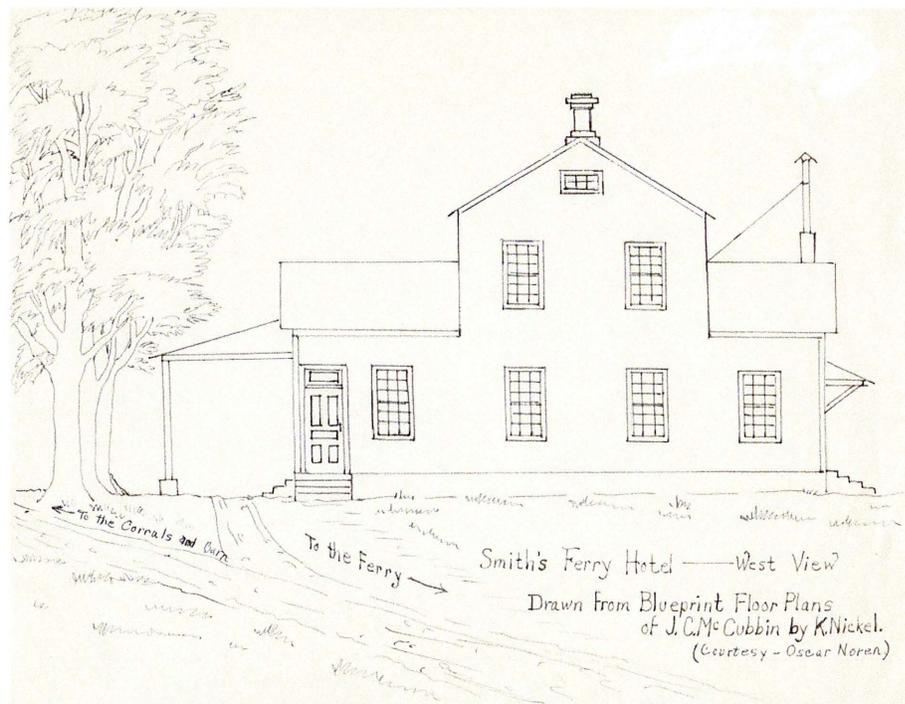
John McCubbin's map of the Smith's Ferry site showing location of ferry and hotel, and the names and routes of early roads radiating from the ferry.



John McCubbin's sketch map showing location of Smith's Ferry hotel in relation to current Reed Avenue and branch Alta Irrigation District canal.

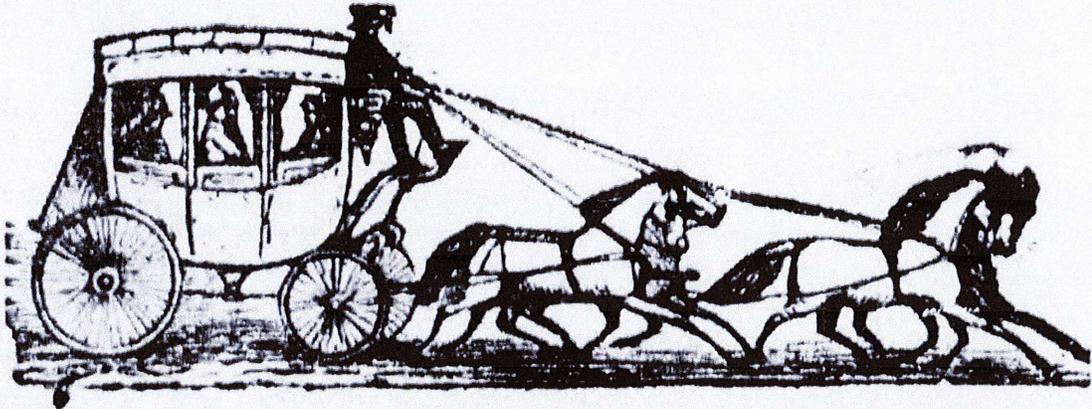


John McCubbin's sketch of the floorplan of the Smith's Ferry Hotel.



Katharine Nickel's conception of the hotel's exterior appearance based on McCubbin's sketch floorplan.

UNITED STATES MAIL.



Change of Time.

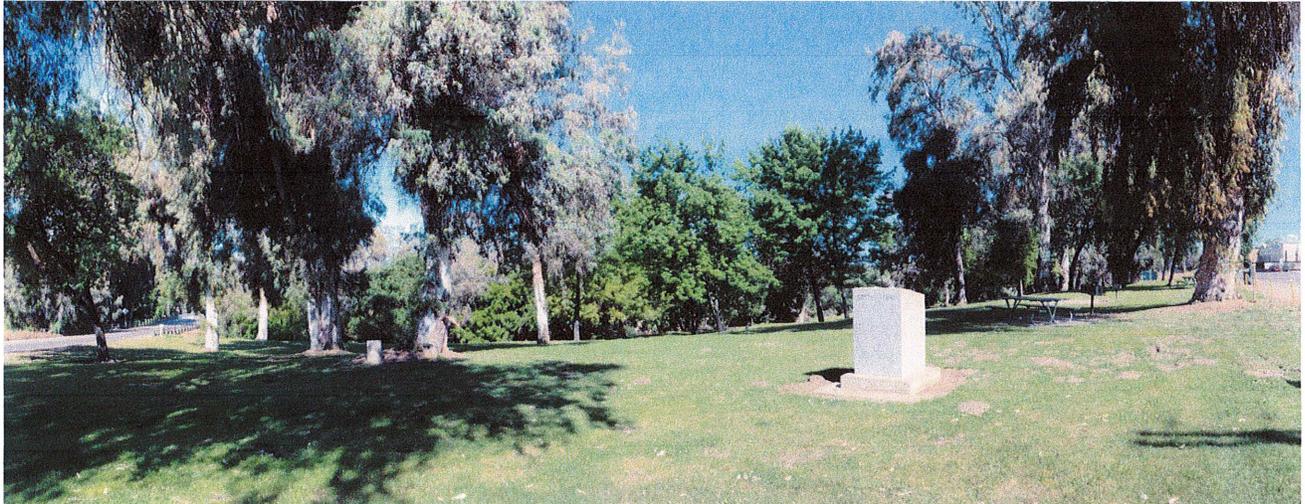
Hornitos and Visalia Line of Stages.

On and after May 1st, 1868, Stages will leave Visalia on Tuesdays, Thursdays and Saturdays, for Smith's Ferry, Centreville, Milerton, Fresno River, Buchanan Hollow, Mariposa Creek, Indian Gulch and Hornitos, connecting with Fisher & Co.'s Stages from Stockton, at Hornitos, and with A. O. Thoms's Stages for Kernville and the Clear Creek Mines, at Visalia.

Returning, leaves Hornitos on alternate days until further notice.

P. BENNETT, Proprietor.

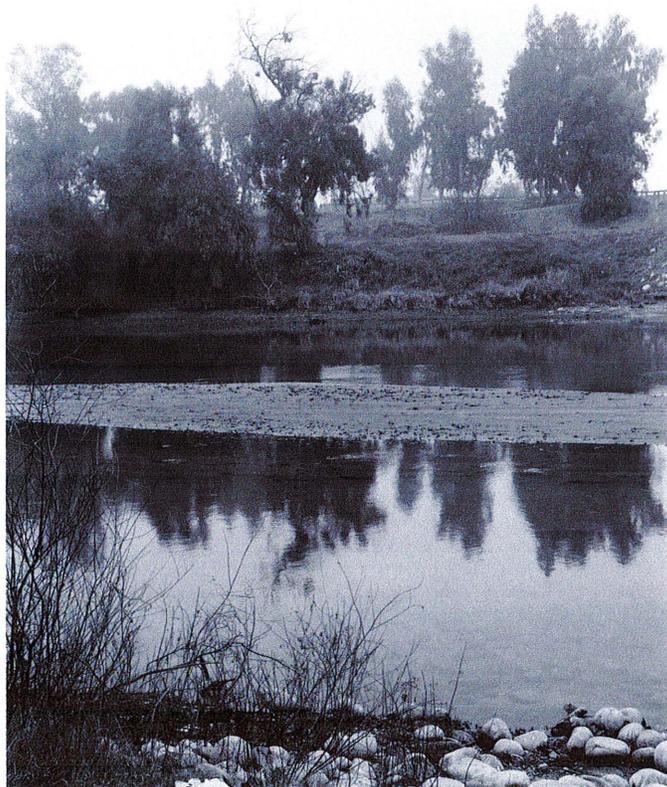
Advertisement from the *Tulare Times* newspaper, June 26, 1869, listing Smith's Ferry as one of the stops on the stage line that ran between Hornitos and Visalia. The stage carried passengers and the United States mail. McCubbin wrote that horse teams were changed at Smith's Ferry on this route.



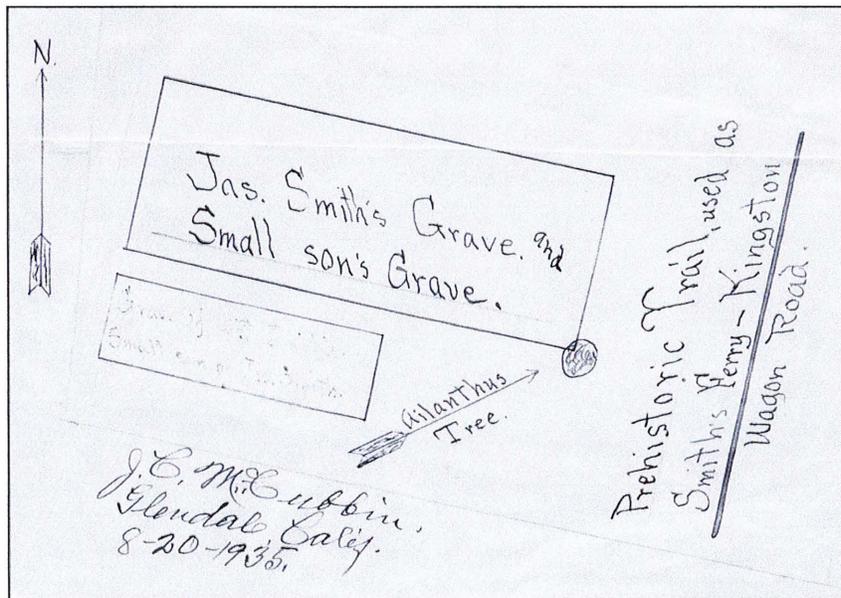
Smith's Ferry Park, April 2022. Shows E Clampus Vitus historical marker in foreground. Park slopes down to the Kings River in the background. River is concealed by trees and heavy growth along riverbank.



Smith's Ferry historical marker as it appeared soon after its dedication on June 22, 1985.



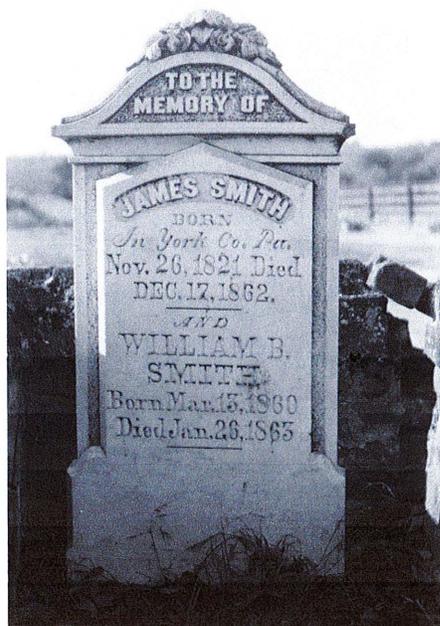
Looking east across the Kings River towards Smith's Ferry Park. This is the approximate location where the ferry crossed the river. Photo shows the low water of February 1985.



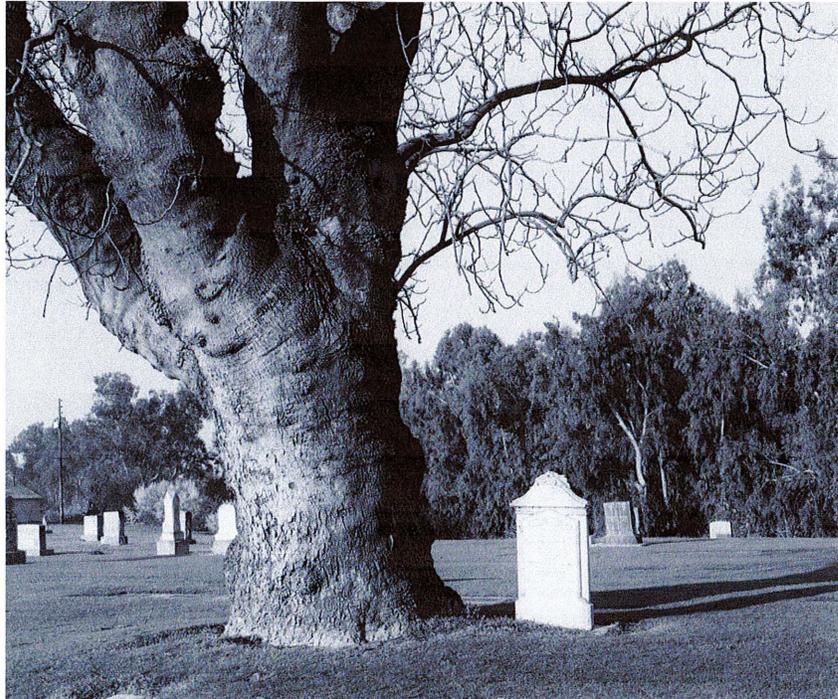
McCubbin's sketch of the Smith gravesite in relation to the wagon road and an ailanthus tree planted at the gravesite in 1863.



The gravesite of James Smith and son William. Photo shows the ailanthus tree that was planted there in 1863 and the brick wall that Mrs. Smith had built around the graves in 1874. Photo circa 1920. McCubbin writes that the cemetery association removed the wall in 1922 because it was collapsing. The wall was reconstructed, along with the headstone, about six to eight feet north of the actual grave. Eventually the wall was removed entirely. The headstone is believed to have been returned to a location closer to the grave.



Headstone at the graves of James Smith and William Smith.
Photo circa 1920.

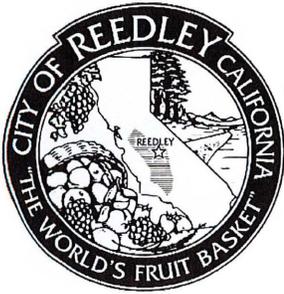


The Smith gravesite and ailanthus tree in February 1985.



The Smith gravesite at the Reedley Cemetery, April 2022.
The ailanthus tree had to be removed because of disease.

Maps, illustrations, and photos courtesy of Reedley Historical Society and Kenneth Zech



REEDLEY CITY COUNCIL

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

ITEM NO: 13

DATE: September 13, 2022

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL RENEWAL DOCUMENTS AND PLAN CHANGES NECESSARY FOR THE CONTINUED PROVISION OF A MEDICARE SUPPLEMENT PLAN FOR ELIGIBLE CITY RETIREES AND DEPENDENTS FOR THE 2023 CALENDAR YEAR

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

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

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 a Medicare Supplement and Prescription Drug Plan for eligible City retirees and dependents for the 2023 calendar/plan year.

BACKGROUND

Over the last few months, the City's insurance broker, Horstmann Financial and Insurance Services (Horstmann), solicited bids from various Medicare Supplement plan providers. After review of available options, staff recommends that the City remain with Retireefirst as the Plan Administrator, but transition the Medicare Supplement Plan coverage from the current provider, United American, to TransAmerica, to lock in a very reasonable 1.04% net increase to City Medicare Supplement premiums next year. Should the City have stayed with United American next year, the increase to premiums would have been over 5%.

The change of Supplement Plan provider will have no impact to eligible retirees and dependents, with identical coverage levels and provider network, as highlighted in the attached comparison of Medicare Supplement Plans. The Prescription Drug benefit portion of the Plan will continue with Express Script.

FISCAL IMPACT

The group Medicare Supplement Plan/coverage is estimated to cost \$181,779 this year, rising 1.04% to \$183,666 in 2023, which is below budgeted assumptions included in the FY 2022-23 Adopted Budget. This is a net cost to the City after factoring in required cost sharing with retirees in the City's Retiree Healthcare Plan benefit. Savings will be captured and reflected in the fiscal year end estimates developed during the FY 2023-24 budget process, and contribute towards increased fund balances in those funds that contribute to this benefit.

ATTACHMENTS

Medicare Supplement Group Plan Comparison
Retireefirst 2023 Renewal Package

City of Reedley Comparison of Medicare Supplement Plans
Retiree First
Proposed Effective Date: January 1, 2023

Insurance Company	Benefits	Current United American Express Script	Renewal Trans America Express Script
<u>Medicare Part A</u>	Hospitalization	Plan pays Medicare Deductible; Retiree pays \$0	Plan pays Medicare Deductible; Retiree pays \$0
<u>Medicare Part B</u>	Deductible (Ded)	Retiree/Beneficiary pays Deductible (2022 - \$233)	Retiree/Beneficiary pays Deductible (2022 - \$233)
	Medicare 20% after Deductible	Retiree/Beneficiary pays 50% of the 20% Coinsurance	Retiree/Beneficiary pays 50% of the 20% Coinsurance
	Doctor Visits	Retiree/Beneficiary pays 50% of the 20% Coinsurance	Retiree/Beneficiary pays 50% of the 20% Coinsurance
	Part B Excess Covered	Yes	Yes
Out of Pocket	Calendar Year	\$2,000 per enrollee	\$2,000 per enrollee
<u>Foreign Travel Coverage</u>	Medical Care outside of US is covered	\$250 Ded then 20%; benefit up to \$50,000 lifetime	\$250 Ded then 20%; benefit up to \$50,000 lifetime
Prescription	Preferred Generic	\$0.00	\$0.00
	Generic	\$10.00	\$10.00
	Preferred Brand	\$40.00	\$40.00
	Non-Preferred Brand	\$70.00	\$70.00
	Specialty Drug	\$70.00	\$70.00
Monthly Premium	Medical Supplement & RX	All Retirees/ Beneficiary \$144.00	All Retirees/ Beneficiary \$140.00
	Prescription Drugs	\$201.85	\$209.44
	Rate per Retiree/ Beneficiary	\$345.85	\$349.44
	Current Retiree/Beneficiaries	45	45
	Monthly Premium	\$15,563.25	\$15,724.80
	Monthly Premium Increase		\$161.55
	Annual Increase		\$1,938.60
Net City Monthly Contribution		\$15,148.23	\$15,305.46
	City monthly Increase		\$157.23
	City Annual Increase		\$1,886.76
	Percentage of Increase		1.04%

Enrollment: 39 Retirees at 100%/ 4 Retirees at 80%/ 2 Dep at 80%

The above benefit comparisons are provided as a courtesy of Horstmann Financial and Insurance Services and are for discussion purposes only. Please refer to the Benefit Summaries provided by the carrier to verify benefits. Horstmann Financial and Insurance Services is clear of any liability for any errors that may occur in the transference of information.



2023 RENEWAL PACKAGE

PREPARED FOR:

City of Reedley

August 15, 2022

Retireefirst™

1000 Midlantic Drive, Suite 100, Mt. Laurel, New Jersey 08054
Toll-Free: 800.716.0774 | Main: 856.780.6218 | Fax: 856.780.6248

www.retireefirst.com

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August 15, 2022

City of Reedley
1733 9th Street
Reedley, CA 93654

RE: Renewal Rates & Retiree First Renewal Requirements for 2023

Dear Plan Sponsor:

Thank you for allowing Retiree First to provide Benefit Services for your retirees. By continuing to collaborate with Retiree First, our expert team will be able to continue to champion your retirees. In our endeavor to provide industry-leading, seamless healthcare solutions, Retiree First has analyzed market trends, worked with carriers to seek competitive bids, and negotiated your renewal on behalf of your Plan and beneficiaries to provide the best option(s).

We have included the following information for review and your Vice President of Client Relations, Jennifer Louisell, is available at any time to discuss any questions or concerns you may have:

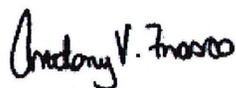
- Population Demographics
- The Incumbent Renewal Rate
- Market Check
- Renewal Addendum (See Renewal Requirements Below)

Renewal Requirements:

- Please mark your carrier selection by checking the appropriate box on the last page of the Renewal Package and remember to sign and date.
- To facilitate a smooth transition, return the signed copy as soon as possible but no later than **September 30, 2022** and allow at least 90 days to process your renewal or any carrier changes.

Again, it has been a pleasure advocating for your retirees. Please let us know if you have any questions.

Sincerely,

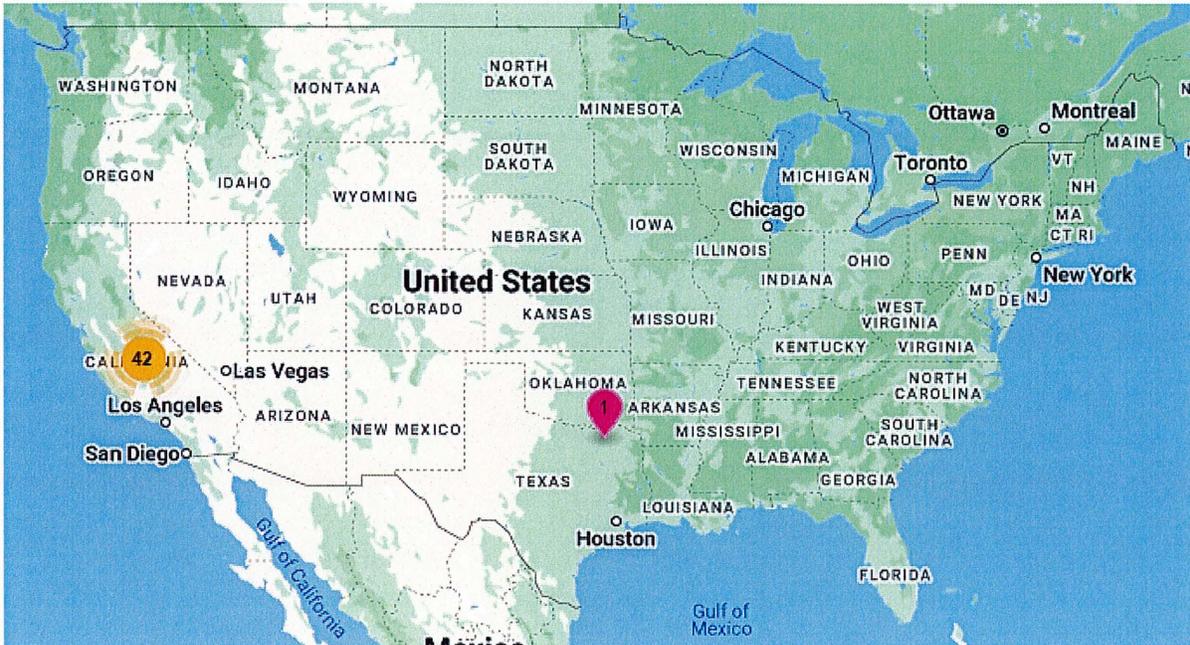


Anthony Frasco
President & Chief Financial Officer
Retiree First, LLC

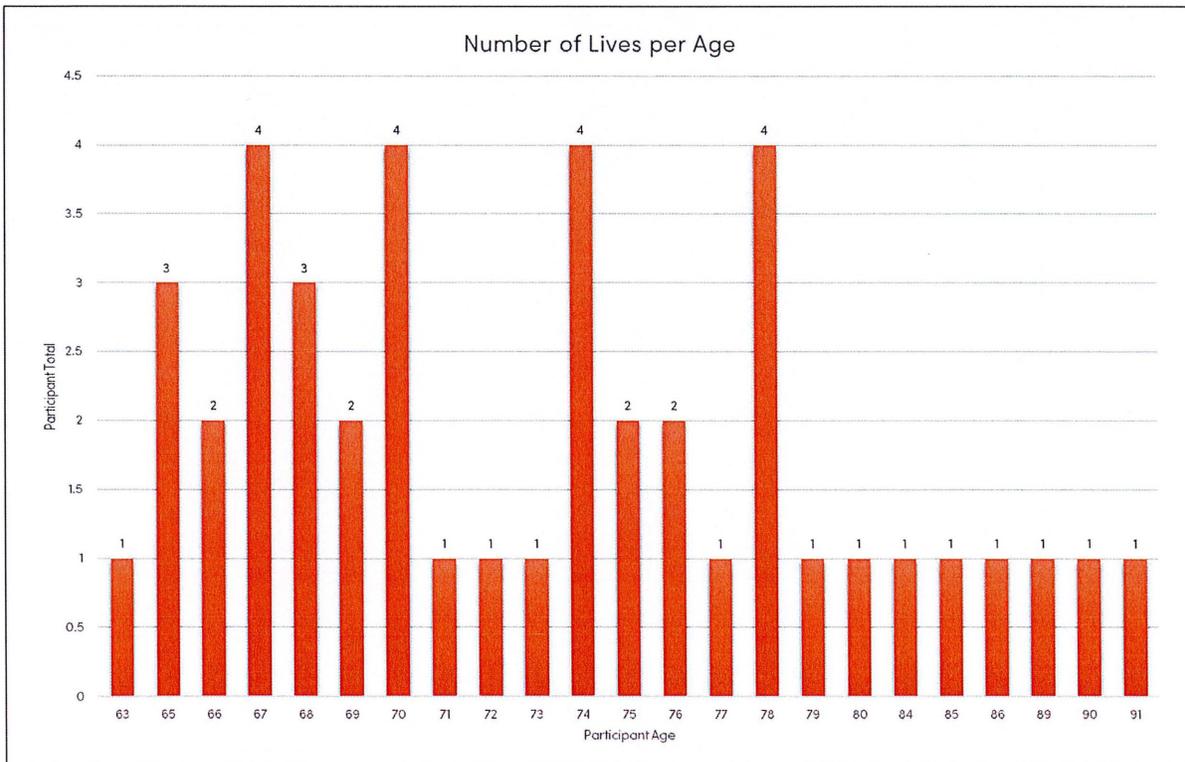


City of Reedley – POPULATION DEMOGRAPHICS:

Geographic Retiree Residence Chart (43 Apx. Total Participants):



Retiree Population Age Chart (43 Apx. Total Participants):



*Eligibility counts may vary slightly based on the date / time when the information was created

2022 RX Utilization Information

	2022 Usage
Plan Cost PMPM (before subsidies)	\$759.30
Specialty Percent of Plan Cost	59%
Specialty Plan Cost PMPM	\$449.19
Generic Dispensary Rate	90%

Summary of Key Contributing Factors to your Renewal

There are many factors that affect renewal rates including: claims, subsidy amounts, COVID-19 and regulatory changes. With changes in the regulatory landscape, there are corresponding changes impacting group underwriting. Below, please find information that has affected the marketplace for 2022 as well as pricing.

- **CMS Part D Threshold Changes** – Annually CMS changes the thresholds for the donut hole and catastrophic levels. For 2023 the ICL is being increased from \$4,430 to \$4,660. The Troop is also being increased from \$7,050 to \$7,400.
- **CMS Part D Manufacturers rebate** – The manufacturers responsibility in the donut hole has been maintained at 70%. This will help to continue to offset plan cost to pharmaceutical manufacturers for expensive drugs especially.
- **Effect of COVID-19** – The COVID-19 pandemic caused unprecedented disruption in health care utilization. 2022 is seeing pent-up demand and increased activity due to the postponement of care. This increased utilization will continue to level off but is not expected to return to normal until 2024.

MEDICAL SUPPLEMENT BENEFIT:

Current Medical Plan Design

Deductible	CMS Standard
Part A Services	Covered 100%
Part B Services	50% Coinsurance
Maximum Out of Pocket	\$2,000

PRESCRIPTION EGWP BENEFIT:

Current Rx Plan Design

	30 Day Retail	90 Day Mail Order	90 Day Retail
Tier 1 Pref. Generics	\$0	\$0	\$0
Tier 2 Generics	\$10	\$20	\$20 Pref./\$30 Stand.
Tier 3 Pref. Brands	\$40	\$80	\$80 Pref./\$120 Stand.
Tier 4 Non-Pref. Brands	\$70	\$140	\$140 Pref./\$210 Stand.
Tier 5 Specialty	\$70	Limited to 1 month	Limited to 1 month
Part D Gap Coverage	Full Coverage		
Formulary	Full, Comprehensive		
Bonus Drug List	Non-Part D Included		
Catastrophic Coverage	Custom - Max copay same as initial coverage		
Utilization Management	Standard Part D - Prior Authorization, Step Therapy, Quantity Limits		

- Plan includes 90 Day drug supplies for discounted copay except for Specialty medications, these are available at 30 day supplies only.

RENEWAL FINANCIAL ANALYSIS:

PRODUCT: MEDICARE SUPPLEMENT PLAN
 Medical Incumbent: United American

	2022 Current Incumbent	2023 Renewal Incumbent	Transamerica
Medical Rate PMPM	\$144.00	\$155.00	\$140.00
Annualized*	\$74,304	\$79,980	\$72,240
Annualized Change	-	\$5,676	-\$2,064
% Change	-	7.64%	-2.78%

➤ All plans are quoted like-to-like and are accepted wherever Medicare is accepted in all 50 states

PRODUCT: PRESCRIPTION DRUG PART D EGWP
 Part D Incumbent: Express Scripts

	2022 Current Incumbent	2023 Renewal Incumbent	Anthem
Total Rx Rate	\$201.85	\$209.44	\$195.99
Annualized*	\$105,703	\$108,071	\$101,131
Annualized Change	-	\$2,368	-\$4,572
% Change	-	3.76%	-2.90%

* Annualized amounts are based on 43 retirees

**See Anthem plan differences on next page

- Plans are quoted with robust formularies to minimize disruption.
- Please note that medications can change tiers between carriers and between plan years.

COMBINED RENEWAL SUMMARY RECOMMENDATION:
MEDICARE SUPPLEMENT & PRESCRIPTION DRUG PART D EGWP

	2022 Incumbent Rates	2023 Incumbent Rates	Express Scripts & Transamerica	Anthem & United American	Anthem & Transamerica
Rx Rate PMPM	\$201.85	\$209.44	\$209.44	\$195.99	\$195.99
Medical Rate PMPM	\$144.00	\$155.00	\$140.00	\$155.00	\$140.00
Total Rate PMPM	\$345.85	\$364.44	\$349.44	\$350.99	\$335.99
Total Annualized	\$178,459	\$188,051	\$180,311	\$181,111	\$173,371
Total % Change	-	5.38%	1.04%	1.49%	-2.85%

ALTERNATIVE MEDICARE ADVANTAGE (RX & MEDICAL COMBINED) PLAN OPTIONS:

	2023 Incumbent Rates	Anthem MAPD
Medical & Rx Rate	\$364.44	\$324.33
Total Annualized	\$188,051	\$167,354
Annualized Change	\$9,592	-\$11,105
Total % Change from 2022	5.38%	-6.22%

Anthem Plan Differences:

MAPD Only:

- Deductible: \$0
- Part B Services: \$0
- Foreign Travel: \$0 Emergency Outpatient Care, Urgently Needed Services, and Inpatient Care limited to 60 days per lifetime
- Vision: \$0 Routine Eye Exam per year, up to a \$70 max benefit; \$100 Allowance for Eyewear every 2 years
- Hearing: \$0 Routine Hearing Exam/Fitting evaluation per year, up to a \$70 max benefit; Fitting is available one per hearing aid; \$500 hearing aid max benefit per year
- Podiatry: \$0, 12 visits per year
- Fitness Benefit: Silver Sneakers

MAPD & EGWP:

30-Day Retail	Pref. Brands	\$25
	Non-Pref. Brands	\$45
	Specialty	\$45
90-Day Retail	Pref. Brands	\$50
	Non-Pref. Brands	\$90
90-Day Mail Order	Pref. Brands	\$50
	Non-Pref. Brands	\$90
	Lifestyle Drugs	Included
	Catastrophic	Standard - The greater of 5% or standard CMS copays

- All Medicare Advantage plans are quoted with robust formularies to minimize disruption.
- Please note that medications can change tiers between carriers and between plan years.
- All Medicare Advantage plans are quoted like-to-like and are accepted wherever Medicare is accepted in all 50 states

Renewal Contract Addendum Next Page

Retiree First Renewal Contract Addendum:

This Renewal Addendum extends the terms and conditions of the Retiree Benefit Management Services Agreement. This is to serve as notice of the 2023 renewal rates for your Organization’s Part D EGWP and Medicare Supplement plans for the period 1/1/2023 through 12/31/2023.

The parties hereby accept the 2023 rate selected below which will be effective from 1/1/2023 through 12/31/2023. All other terms and conditions of the Retiree Benefit Management Services Agreement previously executed between the parties shall remain in full force and effect for the new renewal term.

Plan Selection:

Rx Plan Options	Monthly Rate	Select with "X"
Express Scripts (Incumbent)	\$209.44 PMPM	
Anthem	\$195.99 PMPM	

Medical Plan Options	Monthly Rate	Select with "X"
United American (Incumbent)	\$155.00 PMPM	
Transamerica	\$140.00 PMPM	

Alternative Medicare Advantage Plan Options	Monthly Rate	Select with "X"
Anthem	\$324.33 PMPM	

**Please select a Rx Plan Option and Medical Plan Option or the MAPD Alternative Plan Option.*

Plan Sponsor Representative Signature

Date

Retiree First Representative Signature

Date



CAA Fee Disclosure Addendum Next Page

Re: Consolidated Appropriations Act

To Whom It May Concern,

1) On behalf of our clients Retiree First supports a host of services, which vary by client, and may include, but are not limited to, the following:

A. Pre-Implementation and Implementation Services.

1. Perform market analysis for benefit programs provided through qualified Insurance Vendors;
2. Work with Client to finalize Insurance Vendor's quotes and proposals for benefit programs that are consistent with Client's benefit plan requirements;
3. Review the selected Insurance Vendor's benefit design and documentation to ensure it accurately reflects the quote and proposal that has been accepted and approved by the Client's Trustees;
4. Implement selected qualified Insurance Vendor's benefit to provide a fully insured group Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plans");
5. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
6. Provide implementation manager experienced in retiree healthcare plans to manage the transition process and is a dedicated point of contact for Client.
7. Obtain all necessary information from Client on Eligible Members and Eligible Dependents;
8. Obtain from Centers for Medicare & Medicaid Services ("CMS") an electronic eligibility return file;
9. Host a kick-off meeting/retiree educational seminar (including providing advocates after the meeting for one-on-one individual meetings if needed) if applicable;
10. Provide access to online member educational videos;
11. In coordination with Insurance Vendor send all qualified Eligible Members and Eligible Dependents a Welcome Kit and Insurance card;

B. Ongoing Plan Management Services.

1. Help manage all eligibility maintenance and convert to a CMS's approved format;
2. Compare the Client's eligibility information against Medicare to ensure no deceased members are on file and to ensure PII and address accuracy;
3. Accept eligibility updates electronically as determined by the Client;

4. Provide carrier Electronic Data Interchange (EDI) services for Member eligibility support, where applicable;
5. Provide the Client with support as needed with all CMS filing and reporting requirements;
6. Administer all group billing, administration, and collections as required by the Client
7. Manage premium aggregation services for the various Insurance Vendors;
8. Verify eligibility and provide the Client with full monthly eligibility, including amount paid to the Insurance Vendor and names of Eligible Members for whom payments are made each month;
9. Submit payment to Insurance Vendors in timely fashion to ensure uninterrupted coverage;
10. Prepare and make available reports, on services provided under this Agreement including:
 - a. Member Interaction Logs – A comprehensive report with information on what issues members are calling about and average call times, so problems can be identified for individual members;
 - b. Disruption Reports –Information on disruptions including the number of tier exceptions, formulary exceptions, and appeals requested;
 - c. Call Recordings – Provide individual call recording summaries upon request.
11. Coordinate with Insurance Vendors to provide Client with monthly eligibility maintenance and reporting;
12. Assist in preparation of benefit summaries for the selected Insurance Vendor’s Approved Plan that are consistent with the Client’s benefit plan requirements (including any Summary of Material Modification (“SMM”) and Summary of Benefits and Coverage (“SBC”), where applicable;
13. Perform all functions in compliance with CMS;
14. Manage all CMS Part D filings and requirements including Late Enrollment Penalty (“LEP”) and Opt-Out assistance and low income subsidy (“LIPS”) assistance;
15. Provide dedicated Client Account Representative who is an experienced Medicare professional who manages the overall service experience for the Client’s account;
16. Provide Account Management team to assist Client with all aspects of plan maintenance;
17. Provide members with group specific regional dedicated client call-center number and live member support (all calls can be handled in over 300 languages are TTY compatible), including 10-year retention on all call recordings;
18. Provide Member Advocates whose services are dedicated to Client and who are licensed, AHIP certified health professionals and experts in the details of the Medicare system to:
 - a. Assist members with obtaining and retaining Medicare eligibility and enrollment in accordance with CMS requirements;

- 
- b. Guide Eligible Members and Eligible Dependents through multiple plan options when applicable;
 - c. Provide claims, billing and premium payment support;
 - d. Assist disabled members and members turning 65 with applying for Medicare;
 - e. Provide pharmacy and physician support to Eligible Members and Eligible Dependents;
 - f. Assist with pharmacy related questions such as generic availability, prior authorizations, and mail-order services;
 - g. Interface directly with Social Security, CMS, pharmacies and physicians on behalf of Eligible Members to solve problems;
 - h. Assist Members and Dependents with copay/coinsurance and assist members with getting discrepancies rectified;
 - i. Provide assistance with Part B medications and supplies;
 - j. Provide Eligible Members with potential solutions if formulary disruptions occur;
 - k. Assist with provider selection and alternative provider assistance;
 - l. Make completion calls to Eligible Members and Eligible Dependents to ensure that issues raised have been resolved;
 - m. Assist with appeals to Medicare or the Insurance Vendor if there is a coverage denial to ensure Eligible Members and Eligible Dependents are obtaining all of the benefits of the Approved Plan and Medicare;
 - n. Assist Insurance Vendor with well care management initiatives including wellness programs, health coaching, etc. including but not limited to health risk appraisals and tools, outreach to high-risk retirees, targeted risk education, ongoing wellness support and preventative outreach;
19. Maintain records of the Client for the duration of the Agreement and for ten (10) years from the date of issuance or occurrence, including records and notations of all calls.

C. Benefit Renewals & Request for Proposal (“RFP”) Work Services.

- 1. Provide report to Trustees with comprehensive review of Insurance Vendor’s Approved Plan (including competitive pricing and cost review);
- 2. Provide recommendations to the Trustees on the renewal options for subsequent calendar year(s);
- 3. Negotiate with proposed Insurance Vendors to obtain best price for vendor agreements for the following calendar year; and
- 4. Assist Trustees in handling renewal management and ongoing maintenance of Insurance Vendor contracts.

D. CMS Plan Regulatory Notification Procedure Services.

1. Prepare CMS mandated Member communications;
2. Prepare Client Specific Announcement Letters; and
3. Prepare and file Group Creditable Coverage attestation filing, as necessary.

E. Health and Wellness Services.

1. Provide member access to the advocacy center;
 2. Educate and facilitate in home wellness visit scheduling;
 3. Educate and facilitate annual wellness visit scheduling;
 4. Educate and facilitate annual diabetic eye visit scheduling;
 5. Educate and facilitate annual flu shots, breast cancer screening, colon cancer screenings;
 6. Facilitate Health Risk Assessments and PCP Assignment;
 7. Educate members and refer to carrier-based care programs where applicable;
 8. Increase medication adherence through member education and mail order penetration;
 9. Coordination with various carrier clinical programs, e.g. behavioral health, MTM, home care, etc;
 10. Provide pharmacy and provider support services via the Retiree Advocacy Center.
- 2) Retiree First does not serve as a Fiduciary to the Fund. However, we do manage billing and collection of client Medicare premiums and handle those Funds in a Fiduciary capacity.
- 3) Direct and Indirect Compensation

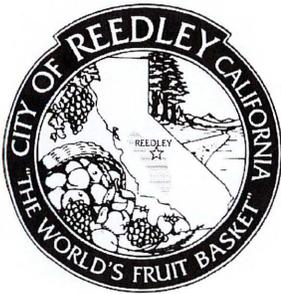
The Consolidated Appropriations Act (“CAA”) requires a covered service provider to provide: (i) a description of all direct and indirect compensation that the covered service provider, an affiliate, or a subcontractor reasonably expects to receive in connection with the specified brokerage or consulting services that the covered service provider performs under a contract or arrangement with a covered plan; and (ii) a description of any compensation paid among the covered service provider, an affiliate, or a subcontractor in connection with such specified services if the compensation is set on a transaction basis.

Retiree First is compensated in a variety of ways for the services we are contracted to provide to our clients. Our direct and indirect compensation often is results-driven



and/or contingent on performance requirements, the satisfaction of which cannot be determined in advance. Final compensation amounts frequently are unknown before the close of a given plan year. Retiree First may receive compensation on a transaction basis from various health insurance companies and their subcontractors in connection with services such as hosting in person educational seminars, producing pre-recorded and/or live online educational materials, creating, printing and mailing member materials, taking inbound member phone calls, assisting with the scheduling of annual wellness visits, etc

For the forthcoming plan year, we estimate that our total compensation may range from 2% to 4% of insurance carrier revenue for a given client, with specific compensation amounts in connection with a client potentially dictated by performance and/or results over the course of a given plan year. Retiree First continues to report final reconciled compensation for any given client and plan year as required under IRS Form 5500 Schedule A and / or Schedule C reporting requirements.



REEDLEY CITY COUNCIL

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

ITEM NO: 14

DATE: September 13, 2022

TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 2022-004, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING PRE-ZONE APPLICATION NO. 2020-01 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY

SUBMITTED: Ellen Moore, City Planner *EM*
Community Development Department

REVIEWED: Rodney L. Horton, Director *RH*
Community Development Department

APPROVED: Nicole R. Zieba *NZ*
City Manager

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Approve the second reading and adopt Ordinance No. 2022-004, an Ordinance of the City Council of the City of Reedley approving Pre-Zone Application No. 2020-01 and authorizing the amendment of the Official Zoning Map of the City of Reedley

EXECUTIVE SUMMARY

Ordinance No. 2022-004 (Pre-Zone Application No. 2020-01) pertains to the pre-zoning of four parcels encompassing 58 acres in preparation for annexation consistent with the Reedley 2030 General Plan. Approximately 32 acres is proposed to be pre-zoned to the CC (Central and Community Commercial) zone district, approximately 11 acres is proposed to be pre-zoned to the R-1-6 (One Family Residential) zone district, and approximately 15 acres, which includes a portion of the Kings River, is proposed to be pre-zoned to the RCO (Resource Conservation and Open Space) zone district.

The first reading of Ordinance No. 2022-004 was conducted on August 9, 2022. The first reading of the ordinance was introduced along with Annexation Application No. 2020-01, Conditional Use Permit Application No. 2022-05, Vesting Tentative Subdivision Map No. 6408, and Environmental Assessment No. 2020-15. These entitlements are related to the proposed annexation of 58 gross acres into the City of

Reedley. The proposed annexation site is bordered by the Manning Avenue/I Street Intersection on the north, the Kings River on the west, residential homes on the south, and agricultural fields/commercial properties on the east.

PROJECT DESCRIPTION

In order for property to be annexed into the City of Reedley, a zoning designation has to be assigned to the parcel, but since it is not officially annexed into the City until the boundary change is approved and recorded by the Fresno Local Agency Formation Commission (LAFCo), the assignment of a zoning designation in preparation for annexation is called "Pre-Zoning".

The project site entails six parcels totaling approximately 58 acres. The parcels are Fresno County Assessor's Parcel Numbers (APNs): 368-350-17, 368-350-31, 368-350-32, 368-350-33, 365-072-30T, and 365-072-31. Two of the parcels (APNs 365-072-30T and 365-072-31) contain a portion of Kings River. The project site is located within the City of Reedley's Sphere of Influence (SOI) and is currently within the jurisdiction of the County of Fresno. Adjacent to the north, east and south is the City of Reedley. The site is bordered by the Manning Avenue/I Street Intersection on the north, the Kings River on the west, residential homes on the south, and agricultural fields/commercial properties on the east.

The Reedley General Plan Update 2030 designates the subject territory with a Community Commercial, Open Space, and Low Density Residential Planned Land Use Designation. The proposed pre-zoning is consistent with the GPU Planned Land Use and Zoning District Consistency Matrix (GPU, Table 2-4, Page 30). Therefore, Ordinance No. 2022-004 is consistent with the Reedley Municipal Code.

ENVIRONMENTAL REVIEW

The City of Reedley conducted an environmental analysis for the above-described project (Environmental Assessment No. 2020-15). The project was determined to be a subsequent project that is not fully within the scope of the certified Program Environmental Impact Report (SCH No. 2010031106) prepared for the Reedley General Plan 2030 Update (GPU). Therefore, the City of Reedley, as the lead agency, adopted a Mitigated Negative Declaration for this project through City Council Resolution No. 2022-075 on August 9, 2022.

ATTACHMENT

1. Ordinance No. 2022-004, An Ordinance Of The City Council Of The City Of Reedley Approving Pre-Zone Application No. 2020-01 And Authorizing The Amendment Of The Official Zoning Map Of The City Of Reedley

ORDINANCE NO. 2022-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING PRE-ZONE APPLICATION NO. 2020-01 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY

WHEREAS, Pre-Zone Application No. 2020-01 pertains to the pre-zoning of six parcels totaling approximately 58 acres in preparation for annexation; and

WHEREAS, the subject territory proposed to be pre-zoned is bordered by the Manning Avenue/I Street Intersection on the north, the Kings River on the west, residential homes on the south, and agricultural fields/commercial properties on the east (APNs 368-350-17, 368-350-31, 368-350-32, 368-350-33, 365-072-30T, and 365-072-31); and

WHEREAS, Approximately 32 of the 58 acres would be pre-zoned into a Central and Community Commercial (CC) zone district, approximately 11 acres would be pre-zoned to the One Family Residential (R-1-6) zone district, and approximately 15 acres, which includes a portion of the Kings River, would be pre-zoned to the Resource Conservation and Open Space (RCO) zone district; and

WHEREAS, the Reedley General Plan Update 2030 designates the subject territory with Community Commercial, Low Density Residential, and Open Space Planned Land Use Designations; and

WHEREAS, the pre-zoning for the proposed project identified in Pre-Zone Application No. 2020-01 is consistent with the GPU Planned Land Use and Zoning District Consistency Matrix; and

WHEREAS, Pre-Zone Application No. 2020-01 is consistent with the Reedley Municipal Code, Title 10, Zoning Regulations, Chapter 3 (Zoning District and Map) and Chapter 22 (Amendments); and

WHEREAS, the City Council of the City of Reedley, at a regular meeting on August 9, held a public hearing, received a written staff report, invited public comment, and independently deliberated.

NOW, THEREFORE, the City Council of the City of Reedley does hereby ordain as follows:

Section 1. The above recitals are true and correct; and

Section 2. The City Council of the City of Reedley FINDS that a mitigated negative declaration has been prepared for the project through Environmental Assessment No. EA 2020-018, and preparation of such has been conducted in the manner required by State CEQA regulations; and

Section 3. The City Council FINDS that Pre-Zone Application No. 2020-01 is consistent with the Reedley General Plan Update 2030; and

Section 4. The City Council FINDS that Pre-Zone Application No. 2020-01 is consistent with the Reedley Municipal Code, Title 10, Zoning Regulations, Chapter 3 (Zoning District and Map) and Chapter 22 (Amendments); and

Section 5. The City Council hereby APPROVES Pre-Zone Application No. 2020-01 and incorporates into the zoning law and map of the City of Reedley, as reflected on Map A; and

Section 6. The City Council hereby APPROVES the amendment to the City's Official Zoning Map to include the above changes and ADOPTS said updated map as the City's Official Zoning Map; and

Section 7. This Ordinance does not have to be codified in the Reedley Municipal Code because it is solely authorizing the update of the City's Official Zoning Map; and

Section 8. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community within fifteen (15) days after its adoption; and

Section 9. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption, as certified by the City Clerk.

ATTEST:

I hereby certify that the foregoing Ordinance No. 2022-004 was introduced and given first reading by title only at a regular meeting of the City Council of the City of Reedley held on August 9, 2022, and was thereafter duly adopted at a regular meeting of said City Council held on September 13, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary L. Fast, Mayor

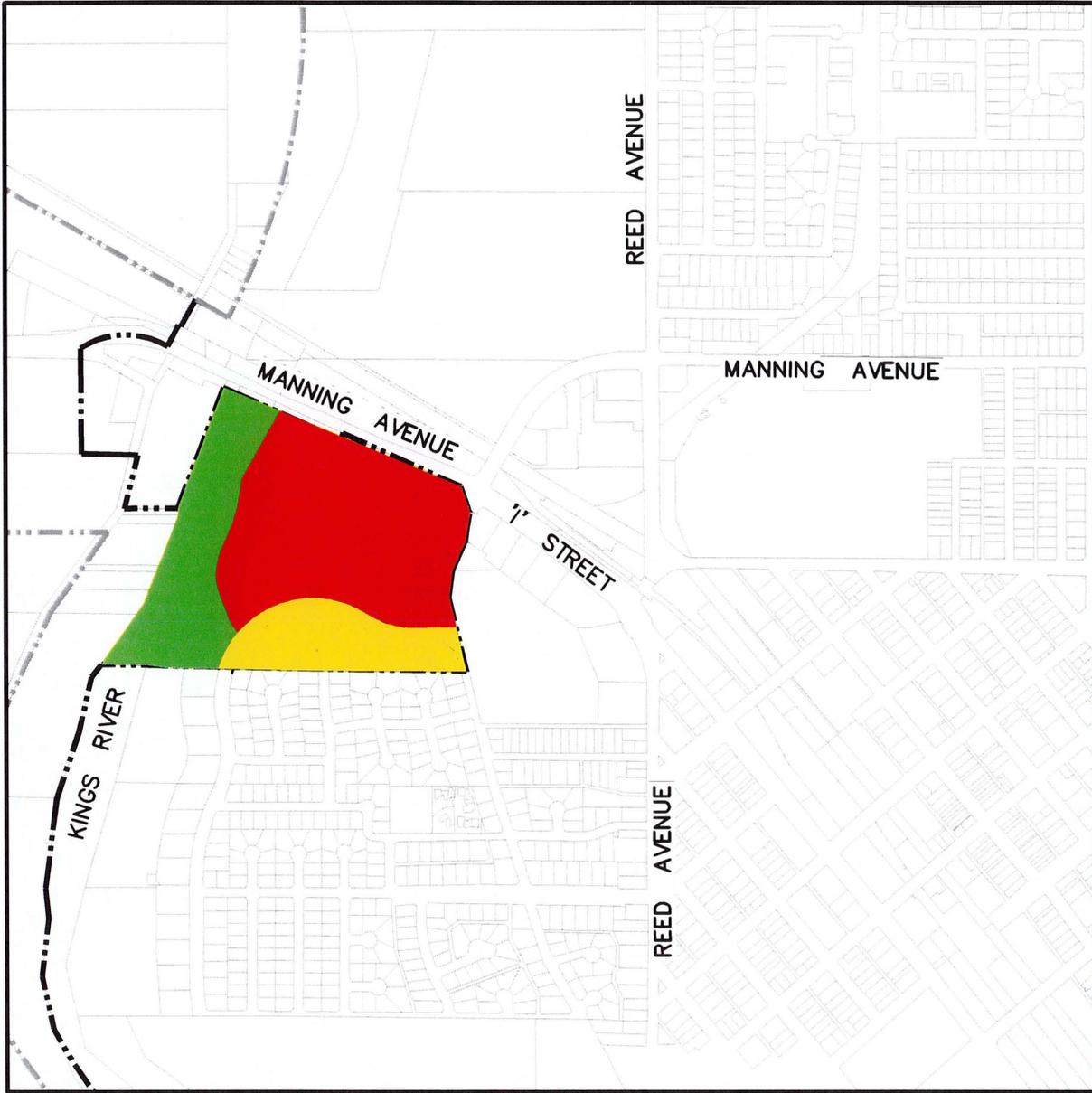
ATTEST:

Ruthie Greenwood, City Clerk

Attachment:

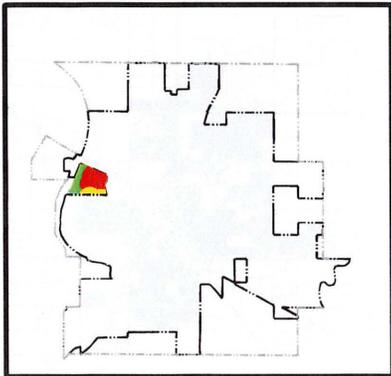
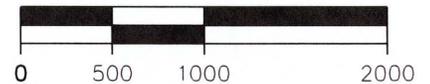
Map A: Map of affected parcels related to Pre-Zone Application No. 2020-01

MAP A
CITY OF REEDLEY
PRE-ZONE APPLICATION No. 2020-01



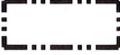
PRE-ZONE AREA MAP
 SCALE: 1"=1,000'

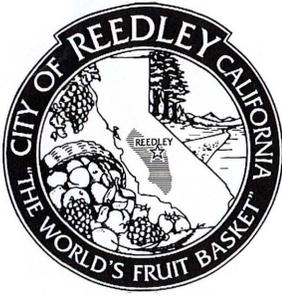
1" = 1000'
 SCALE IN FEET



LOCATION MAP
 SCALE: 1"=10,000'

LEGEND:

-  REEDLEY CITY LIMITS
-  REEDLEY SPHERE OF INFLUENCE
-  PROPOSED PRE-ZONING: CC (COMMUNITY COMMERCIAL) (32.10 ACRES)
-  PROPOSED PRE-ZONING: R-1-6 (SINGLE-FAMILY RESIDENTIAL) (10.80 ACRES)
-  PROPOSED PRE-ZONING: RCO (RESOURCE CONS. & OPEN SPACE) (15.01 ACRES)
 (AREA INCLUDES KINGS RIVER PROPERTY)



REEDLEY CITY COUNCIL

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

ITEM NO: 15

DATE: September 13, 2022

TITLE: ADOPT RESOLUTION NO. 2022-077 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES ESTABLISHING A LONGEVITY PAY BENEFIT

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

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

RECOMMENDATION

That the City Council adopt the attached Resolution No. 2022-077 amending the current salary and benefit schedule for full-time Unrepresented employees to establish a longevity pay benefit effective October 1, 2022.

EXECUTIVE SUMMARY

Reedley has not been immune from market forces currently impacting the broader labor market, and has experienced high turnover in some positions, with experienced workers in high demand in other nearby cities. The City has, on average, 8-10 position recruitments open at any given time. Recruitment and employee onboarding activities have become so prevalent that it takes most of a full-time HR position to manage it all. Once full-time employees are hired, they are eligible to receive step increases every year that are generally commensurate with their increasing job knowledge, efficiency and institutional knowledge; however, after five years there are no further pay increases available to recognize employees for their continued accumulation of these positive attributes. Staff reviewed City employment data, and found apparent that many employees who have left for other public agencies do so after reaching top step (year 5) but generally before reaching 10 years of service. Once employees reach 20 years of service, they are likely to stay with the organization long term.

Staff have researched what other public agencies in the region, specifically cities, have done to deal with this common issue. One of the most widely used tools is to implement a Longevity Pay benefit, which recognizes long-term employees for their high level of accumulated knowledge and skills that would be difficult to replace, and provides a meaningful incentive for newer employees to stay and grow with the organization.

Of the 15 cities surveyed, 12 had some type of longevity pay in place, with benefit levels varying widely. Of the three cities that did not have the benefit, one was currently considering its merits and, and the other two are widely recognized to have the highest pay rates in the region. For the majority of cities that did have the benefit in place, staff looked for common themes and did find some. Generally, longevity pay is not afforded to employees with less than 10 years of service, and is typically awarded as a percentage of base salary. In other words, longevity pay benefits tended to focus on getting employees

to the 10-year service mark, and providing further incentive to stay with the organization long term. After this review was completed, staff recommends a Longevity Pay program for all full-time Unrepresented employees

Employees who have completed service milestones may receive longevity pay based on their cumulative full-time years of service. Longevity pay would be pensionable and considered base pay for purposes of calculating other employment benefits and special compensation. Benefit tiers would be as follows:

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

BACKGROUND

There were 932,000 unfilled government jobs at the end of June 2022—847,000 of which were in state and local government—according to the U.S. Department of Labor. While that higher number is down from a record-high set late last year, it remains more than 120,000 openings higher than the prepandemic level. The public sector is experiencing acute difficulties attracting qualified applicants and retaining employees with years of institutional knowledge and specialized experience. Some local governments are taking steps to compete for workers by raising pay, improving benefits and by aggressively advertising vacant positions. According to the MissionSquare Research Institute, the City’s deferred compensation service provider, about half of state and local government employees who quit their jobs said they left because compensation wasn’t competitive, according to a survey conducted in the spring of 2022. Nationally, wages and salaries for private sector workers rose 9.4% since June 2020, according to the Labor Department, whereas pay for state and local government workers advanced 4.9% during the period.

FISCAL IMPACT

Currently, 15 out of a total of 43 full-time Unrepresented employees would be eligible for the longevity pay benefit, based on an October 1, 2022 effective date. The longevity benefit cost for these 15 employees would be \$157,548 annually based current salaries, which equates to approximately 2.5% of total wages and benefit cost for all 43 Unrepresented employees. Staff anticipates that the total number of Unrepresented employees that qualify to receive this benefit will remain roughly the same, as tenured employees begin to retire in the coming years as newer employees hopefully remain with the organization long term.

It is difficult to place a dollar value on the institutional knowledge and experience of long-term employees compared to the cost of longevity pay. Unfortunately, many public agencies have experienced the loss of continuity, incurred extra costs (sometimes substantial), impact to public services, and lost opportunities from staff turnover in key positions. Small agencies such as Reedley are especially prone to these impacts, as there are few, if any, staff performing the same role. Should the City experience budgetary headwinds in the future, this benefit could be suspended until financial conditions improve.

ATTACHMENTS

Resolution No. 2022-077

RESOLUTION NO. 2022-077

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AMENDING THE SALARY & BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES
ESTABLISHING A LONGEVITY PAY BENEFIT**

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

WHEREAS, the City Council has heretofore by Resolution No. 2022-053 established salary and benefit schedules for management, and all other unrepresented employees of the City (“Unrepresented Group”); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley that effective October 1, 2022, Article 1, Section 2 of Resolution No. 2022-053 shall be amended as follows:

ARTICLE 1:

SECTION 2:

10. Longevity Pay

Employees who have completed service milestones may receive longevity pay based on their cumulative full-time years of service. Longevity pay shall be pensionable and considered base pay for purposes of calculating other employment benefits and special compensation. Benefit tiers shall be as follows:

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

This foregoing Resolution was duly passed, approved, and adopted this 13th day of September, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 16

DATE: September 13, 2022

TITLE: ADOPT RESOLUTION 2022-078 AMENDING THE 2022-23 ADOPTED BUDGET APPROPRIATING \$5,000 IN THE GENERAL FUND FOR A DONATION RECEIVED FROM DAYKA & HACKETT, LLC FOR SENIOR CENTER PROGRAMS.

BY: Madison Mitchell 
Community Services Recreation Supervisor

SUBMITTED: Sarah Reid 
Community Services Director

APPROVED: Nicole R. Zieba 
City Manager

RECOMMENDATION

Adopt Resolution 2022-078 amending the 2022-23 Adopted Budget appropriating \$5,000 in the General Fund for a donation received from Dayka & Hackett, LLC for Senior Center programs.

BACKGROUND

Senior Coordinator, Jodi Botello, received for the second year in a row an unexpected donation in the mail from Dayka & Hackett, LLC. The letter states, "This donation is our sincerest effort to give back to our community by supporting organizations doing great work." Staff had discussions regarding what could have the biggest impact for these dollars, and it was decided to replace the broken water fountain on the senior patio. The Community Services Department would like to thank the owners and employees of Dayka & Hackett, LLC for this generous contribution to the Senior Center.

FISCAL IMPACT

The attached Budget Amendment requests \$5,000 in appropriations, in the General Fund, to use towards Senior Center programs.

ATTACHMENTS

1. Letter dated July 18, 2022 from Tim Harvey with Dayka & Hackett, LLC.
2. Budget Amendment Resolution No. 2022-078



July 18, 2022

Reedley Seniors Center
100 N. East Ave.
Reedley, CA 93654

Re: Donation

To Whom It May Concern:

Dayka & Hackett, LLC owners and employees are interested in continuing their support of local charitable organizations such as yours.

The enclosed donation of \$5,000.00 is our sincerest effort to give back to our community by supporting organizations doing great work.

On behalf of our owners and employees, we wish to thank you for your continued unselfish efforts.

Sincerely,

A handwritten signature in black ink, appearing to be 'Tina Harvey', written over a large, loopy flourish that extends to the right.

Tina Harvey

DAYKA & HACKETT, LLC.
P.O. Box 1148
42874 ROAD 64
REEDLEY, CA 93654
SALES 559-643-8089
ADMIN 559-643-8008
FAX 559-643-8037

**BUDGET AMENDMENT
RESOLUTION 2022-078**

The City Council of the City of Reedley does hereby amend the 2022-23 Budget as follows:

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4685-2020	Senior Citizen Program Special Supplies	5,000
Total		\$ 5,000

Purpose: Appropriation of funds donated from Dayka & Hackett for Senior Center activities. This funding will be used to replace the broken water fountain on the senior patio.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
001-3770	Donations	\$ 5,000
Total		\$ 5,000

Impact: A donation was provided from Dayka & Hackett to use towards Senior Center activities.

REVIEWED:


Assistant City Manager

RECOMMENDED:


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 13, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 17

DATE: September 13, 2022

TITLE: ADOPT BUDGET RESOLUTION NO. 2022-080 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE FISCAL YEAR 2022-23 ADOPTED BUDGET APPROPRIATING \$5,000 IN THE GENERAL FUND TO SERVE REEDLEY FOR EMERGENCY REPAIRS AT THE FAITH HOUSE TRANSITIONAL FAMILY SHELTER

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council adopt Budget Resolution 2022-080 providing \$5,000 to Serve Reedley for emergency repairs at the FAITH House Transitional Family Shelter.

EXECUTIVE SUMMARY

In May 2021, the City Council approved an Assignment and Assumption Agreement with Serve Reedley, a 501(c)(3) non-profit agency, that transferred the License Agreement, Memorandum of Understanding, and all related operational responsibilities of the FAITH House Transitional Family Shelter from the previous operator. At this time, the City had approximately \$66,000 remaining in the Community-Based Transitional Housing Program out of the original grant award of \$560,000. The City allocated \$50,000 of the remaining grant funds to Serve Reedley, with the remaining funds used to replace the HVAC system, service the fire sprinkler system, and make repairs to the bathroom floor. Grant funds were exhausted in 2021 after these payments were made.

Representatives from Serve Reedley recently notified the City that the floor repairs made in 2021 did not take care of the issue, and further repairs are urgently needed so the facility can continue operating at full capacity. Serve Reedley has requested assistance to match their in-kind labor contributions to make the necessary repairs to make the bathroom usable again. Staff anticipates that \$5,000 will be sufficient to cover the materials needed, which is available in the General Fund unallocated fund balance.

BACKGROUND

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

After an extensive public outreach effort, on September 25, 2017, the City Planning Commission approved Conditional Use Permit Application No. 2017-6 to allow a maximum 18-person transitional housing facility within an existing City owned two-story single-family residence. This location previously

served as the Marjorie Mason Center. The site is 0.8 acres in size, and comprised of a two-story, 2,500 square foot, six-bedroom, 3-bath residence with detached garage and storage shed.

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

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

FISCAL IMPACT:

The requested contribution of \$5,000 is available in the General Fund unallocated fund balance.

ATTACHMENTS

Budget Resolution No. 2022-080

BUDGET AMENDMENT RESOLUTION 2022-080

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

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4383.4030	Bldg Repairs & Maintenance	\$ 5,000
Total		\$ 5,000

Purpose: To provide \$5,000 to Serve Reedley for emergency repairs at the FAITH House Transitional Family Shelter.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
001-2710	General Fund Unallocated Fund Balance	\$ 5,000
Total		\$ 5,000

Impact: This appropriation will reduce the unallocated fund balance in the General Fund by 5,000.

REVIEWED:


Assistant City Manager

RECOMMENDED:


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 13, 2022 by the following vote:

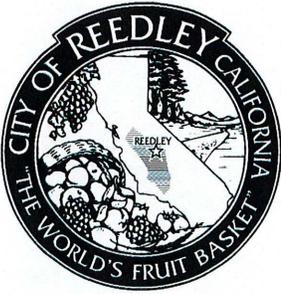
AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 18

DATE: September 13, 2022

TITLE: CONDUCT INTERVIEWS OF APPLICANTS TO FILL A MID-TERM VACANCY IN CITY COUNCIL DISTRICT 3 AND SELECT ONE CANDIDATE TO BE FORMALLY APPOINTED AND SWORN IN TO THE DISTRICT 3 SEAT ON SEPTEMBER 27, 2022

SUBMITTED: Ruthie Greenwood
City Clerk

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Staff is recommending that the Reedley City Council review the two applications, conduct interviews, deliberate, and select a candidate to fill a mid-term vacancy in City Council District 3.

BACKGROUND

On July 26, 2022, City Councilmember Robert O. Beck submitted a letter to the City Clerk's Office announcing his intent to resign from the City Council effective July 31, 2022. In accordance with California Government Code section 36512(b), when a vacancy occurs that the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. At the meeting on August 9, 2022, the City Council directed staff to begin the process to fill the vacancy by appointment.

Staff launched an application for appointment on August 10, 2022 and conducted a four-week recruitment which concluded on Tuesday, September 7, 2022. The application was available electronically on the City website and in paper format at City Hall. During the recruitment period, staff promoted the appointment opportunity by publishing it on social media accounts, on the City of Reedley website and also utilized the Blackboard Connect phone option where residents who reside in District 3 received a phone call encouraging them to apply for the vacancy.

Staff received two applications. Upon receipt of the applications, staff conducted a meeting with the applicants to confirm that they met the qualifications listed. The applications for City Council consideration has been verified to meet the minimum qualification.

At the meeting on September 13, 2022, the City Council will interview Suzanne Byers and Dale Kennedy for appointment to the vacant District 3 City Council seat that will expire in December, 2024. The applications have been included as attachments to this staff report. Ms. Byers also submitted a portfolio which is available for public review with the City Clerk.

The City Council will interview the applicant in open session in alphabetical order by the candidate's last name. Applicants will give a brief 3-5 minute presentation. Following the presentation, the City Council may ask questions of each candidate. Following the interview, the City Council will deliberate and select a candidate.

The Council will then formally appoint the selected applicant, and the appointee will be administered the oath of office by the City Clerk, at the regular meeting of September 27, 2022.

FISCAL IMPACT

If the City Council appoints a successor to serve the remainder of the unexpired term, no additional funding is required.

If the City Council fails to fill the vacancy by appointment and is required to hold a Special Election, the estimated cost according to the Fresno County Elections Office is approximately \$60,000 to \$70,000.

Election-related costs are difficult to estimate since no two elections are alike with costs and the number of registered voters varying considerably from election to election. Cost estimates can also vary based on the number of jurisdictions participating in an election. This is particularly true for Special Elections. A budget amendment would be required as funding was not included in the FY 2022-23 Adopted Budget for a Special Election.

ATTACHMENTS

Two (2) applications
Resolution 2022-079



CITY OF REEDLEY

COUNCIL MEMBER APPLICATION FORM

I hereby request that I be considered for appointment to the vacant City Council District 3 position:

NAME: Suzanne M. Byers

HOME ADDRESS: [REDACTED]

Reedley, CA 93654

MAILING ADDRESS (if different from above):

(Same as above.)

HOME PHONE: [REDACTED] DAY PHONE: [REDACTED]

EMAIL ADDRESS (if applicable): [REDACTED]

RESIDENT OF REEDLEY FOR 18 YEARS.

EMPLOYED BY: Retired

DATE: 16Aug22

SIGNATURE: *Suzanne M. Byers*

Please give a brief overview of why you are interested in serving as a Council Member.

To represent and act on behalf of residents of Reedley City Council District 3.

(Note: Supplemental info to be submitted in a separate document.)

Supplemental Info For City Council Application

I've always sought to be active in supporting the communities in which I live and work.

Before moving to Reedley, in 2004, I lived in San Jose, CA, and served 17 years as a commissioner on the County of Santa Clara County Consumer Affairs Advisory Commission. During that time, the Commission served as a liaison between the local Consumer Affairs Department and the County of Santa Clara Board of Supervisors. I was appointed to serve a number of consecutive terms by now-Congresswoman Zoe Lofgren when she served as a Santa Clara County Supervisor (see <https://lofgren.house.gov/>). Congresswoman Lofgren is currently serving on the US House January 6 Investigative Committee.

While the State of California mandates a consumer affairs-related Weights and Measures program in each of its counties, Santa Clara County was one of only several counties that **self-financed** a public-facing department to mitigate and help resolve consumer and business-related concerns outside its mandated function. But because it was funded by the County and not the State, and the department was subject to annual reviews that continuously threatened its viability when County budget cuts loomed.

During my last years in San Jose, when I chaired the Consumer Affairs Commission, I helped to champion the successful merger of the Consumer Affairs Department with our local District Attorney's office. Safely placed under the auspices of the DA, this merger saved the Department from its continuous struggle to protect itself from budget cuts -- and extinction. The merger was enthusiastically welcomed by the DA's office, as it meant it would instantly acquire a trained, experienced team of investigators that would also help to put a "friendly face" on an often-punitive function. This relationship still exists today.

Since then, the Consumer Affairs Department -- now the Consumer Mediation Unit -- is an integral part of the DA's Office. (See <https://countyda.sccgov.org/sites/g/files/exjcpb1121/files/Consumer%20Mediation%20Unit%20ENG%20VER%201013.pdf>)

I am very proud to have been one of the champions of this successful relationship.

In 2003, I purchased a home in what was then known as the new Rosewood Estates housing development in Reedley (City Council District 3). Early the next year, I moved from the Santa Clara Valley and settled into my new home and a new career in the San Joaquin Valley.

Several year later I learned that there was an opening on the Reedley City Council left vacant as the result of a member moving out of District 3. I applied for the position but was not selected. That honor went to Mr. Robert Beck. So, I continued to seek community volunteer work and, once again, found an opportunity in my own neighborhood.

I learned from my next-door neighbor that she had attended a Neighborhood Watch (NHW) meeting shortly after we first moved into our new homes. That NHW was on a block in an older neighborhood adjacent to ours. My neighbor was disappointed to be told that they were not accepting new members who did not live in their housing development. So, I began working with the Reedley Police Department (RPD), Chief Joe Garza, and Officer Cyndee Trimble-Friesen to establish an NHW in our own neighborhood.

I went house-to-house to discuss the idea with neighbors in 16 homes up and down my street. I also created and left flyers with more information. Some neighbors did not speak English. So, I came back to them with bilingual neighbors I had met and recruited to help translate for me.

I had arranged with the RPD to hold an organizational meeting for us at the Reedley Community Center, which included bilingual officers. Two-thirds of our neighborhood attended the meeting and signed up to join.

Today, our neighborhood proudly sports an NHW sign that identifies our neighborhood as a member of the program.

Our neighborhood remains relatively stable. Most of us own our homes. A few families have moved away, and we have some renters now. But non-homeowners often become longtime renters who eventually purchase their homes. So, our NHW remains active. I am in weekly contact with core members of our group via emails I send out, which includes Chief Garza's weekly Police Activities report.

Meanwhile, I understand that after many years serving District 3, Councilman Beck is now looking to retire from the City Council. I wish Councilman Beck well and offer him my thanks for his dedication to his community. Also, I would like to offer to lend my support to District 3 to fulfill the two years remaining on Councilman Beck's current term, and I am submitting my application for consideration.

-- Suzanne M. Byers



SEPS 22 1008985

CITY OF REEDLEY

RECEIVED

CITY OF REEDLEY

COUNCIL MEMBER APPLICATION FORM

I hereby request that I be considered for appointment to the vacant City Council District 3 position:

NAME: Dale Kennedy

HOME ADDRESS: [REDACTED]
Reedley, CA 93654

MAILING ADDRESS (if different from above):

HOME PHONE: None DAY PHONE: [REDACTED]

EMAIL ADDRESS (if applicable): [REDACTED]

RESIDENT OF REEDLEY FOR 27 YEARS.

EMPLOYED BY: Retired from the California Highway Patrol and Kings Canyon USD

DATE: 9-1-22

SIGNATURE: [Handwritten Signature]

Please give a brief overview of why you are interested in serving as a Council Member.

I am interested in serving the citizens of the community in Reedley. While working in Selma, my wife and I moved from Porterville. During our search for a community we could finish raising our children in, we came across the wonderful city of Reedley. Our move was completed in 1995.

Over the course of my life I have served the members of my community. I served 4 years in the USAF, attaining the supervisory rank of Sergeant. Additionally I began serving as a Scoutmaster and Assistant Scoutmaster. I have over 25 years in this service, including 4 years with Reedley Troop 282 and 2 years with Reedley Troop 228. While my children were small, I served my church as a Sunday School Teacher.

Upon leaving the USAF, I was selected to serve the state of California as a sworn Traffic Officer of the California Highway Patrol in Southern California. After 7 years, I sustained a career ending injury and was medically retired.

Upon my retirement, I served my communities as I entered the educational field. I predominately was a 6th grade teacher during my 32 year career. Additionally, I have served in an administrative position; as Assistant Principal of Abraham Lincoln Middle School in Selma and Principal of Navelencia Middle School in Reedley. During my time spent at Navelencia, I regularly worked with governmental budgets and have an understanding how they function. I have also dealt with personnel issues, working through both positive and challenging decisions.

I have served continually on the Reedley Traffic Commission since 1996, being involved in decisions that affect the citizens of Reedley. Additionally, currently I serve as a member of the Reedley Elks Lodge. I am directly involved in raising funds to support the various groups in the communities that the Elks serve.

These various life experiences have given me the skill set to be a productive and thoughtful city council member.

1. I have directly supervised personnel in the various governmental organizations I have been employed.
2. Having been an administrator in Kings Canyon Unified School District I understand, very well, how budgets work in a governmental organization.

I appreciate the time given to me in the consideration for appointment to the Reedley City Council.

MINUTES
REEDLEY AIRPORT COMMISSION MEETING
 Thursday, May 19, 2022 at 4:00 p.m.

1. CALL TO ORDER
 A meeting of the Reedley Airport Commission was held at the Reedley Community Center, 100 N. East Avenue, Reedley, California and called to order by Carl Smith at 04:00 p.m.
2. ROLL CALL AND INTRODUCTION OF GUESTS
 - A. Commissioners Present: Carl Smith, Chairperson; Anthony Jewell, Matt Cochran,
 - B. Commissioners Absent: Butch Agrifoglio; Vice Chairperson; Joseph Oldham
 - C. Staff Present: Sarah Reid, Airport Manager;
 - D. Staff Absent: Kayla Cheney, Administrative Assistant
 - E. Others Present: None
3. APPROVAL OF MINUTES
 - A. Motion by Commissioner Jewell, seconded by Commissioner Cochran to approve the May 19, 2022 Airport Commission minutes. Motion carried.
4. PUBLIC DISCUSSION - None
5. UNFINISHED BUSINESS
 - A. **Airport BBQ October 1, 2022 Planning** – Commissioner Jewell proposed a flight nurse who he will reach out to be the guest speaker. Reid shared, Eric LaCour knows someone who takes photos from Mars, she works with Nasa. Commissioner Cochran, knows someone who may be interested as being the guest speaker, he will reach out.
 Commissioners want to continue the free airplane rides as long as pilots are interested and available. As for food the Commission wants to continue the free hotdogs, drink and chips. Commissioner Jewell will reach out to the high school who works with NROTC to see if they are available to volunteer to help with setup, serving of food, and presentation of color.
 - B. **Airport Capital Airport Plan (ACIP)** – Infrastructure dollars for the Airport have been approved. In year 2023, above ground fuel tanks have been identified. In 2026, taxiway lights have been identified to upgrade to LED lights outside of everything else which has remained the same on the ACIP plan.
6. NEW BUSINESS
 - A. **Reedley College Flight Science Operations Transition to Reedley Municipal Airport-** David Clark the Dean of the Flight Science Department at Reedley College and Reid have sent a request to the FAA identifying attachment A-3 on the airport layout plan. The FAA has made it clear construction cannot begin until the City receives a letter from the FAA approving the layout plan. Reid shared the hope is to receive the letter soon so the project can proceed. The college is purchasing six planes, which will be parked in the last row of tie downs, as well as one hangar. Reid shared the City plans to potentially charge the college for seven tie down spaces, one hangar, the square footage for the area they plan to use and half the price of the restroom being built.

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- B. **Budget Presentation** - Reid shared with the Commission a breakdown of the current revenue for the airport as well as upcoming projects and future plans for the airport. Upcoming projects being the transition of Reedley College to the airport property, replaced automated weather observing system (AWOS), completing the pavement maintenance and management plan, reconstruction of the north apron pavement and the well project. Reid shared with the Commission the fund balance is in a healthy operating state.

7. AIRPORT MANAGER REPORT

- A. Capital Improvements – The AWOS will be installed and up and running
- B. Weed Control – Jess mowed and plans to finish discing just in time for the RC Event
- C. Landscaping/Parking – None
- D. Public Relations/Airport Promotion – None
- E. BMX Track – None
- F. Hangar Vacancies – Hangar 3 is available but reserved for Reedley College Flight Science Department
- G. Electric Planes/Charging Station – None

8. ADJOURNMENT

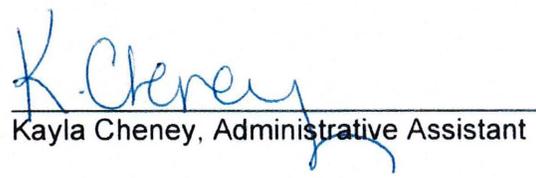
As there was no further business to discuss, it was moved by Commissioner Jewell, seconded by Commissioner Cochran to adjourn at 5:08 p.m.



Carl Smith, Chairperson



Sarah Reid, Airport Manager



Kayla Cheney, Administrative Assistant

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COMMUNITY SERVICES COMMISSION
Thursday, May 26, 2022

A regular meeting of the Community Services Commission was called to order at 4:33 p.m. by Stephen Penner, Chairperson, in the Redwood Room at the Reedley Community 100 N. East Ave, Reedley, California 93654.

1. ROLL CALL AND INTRODUCTION OF GUESTS

- A. Commissioners Present: Stephen Penner, Chairperson; Darren Minami, Vice Chairperson; Maria Hernandez, Shirley Ito, Angelina Rodriguez,
- B. Commissioners Absent: Maria Rodriguez; Jenny Peters
- C. Youth Representatives: Present – Roman Ramos; Emily Medina Delgado
- D. Staff Present: Sarah Reid, Community Services Director; Kayla Cheney, Administrative Assistant;

2. APPROVAL OF MINUTES

It was moved by Commissioner Ito, seconded by Commissioner Minami that the minutes of January 27, 2022 be approved. The motion carried.

3. PUBLIC DISCUSSION – None.

4. ORAL AND WRITTEN COMMUNICATIONS

Reid shared with the Commission that the City is applying for a grant. The Engineering Department is taking the lead on this grant. It is an active transportation grant, the City was successful last year on this grant. The City has funding to put together a formal plan. The grant the City wants to go after this time is to develop the trail through the Sports Park. This would run along Traver ditch, and drops off on Dinuba Street. This would fund the sidewalk, and the crosswalk across the street. This grant would hopefully get funding for the crosswalk, and stoplight across the street. Reid shared a cost estimate with the Commission. Engineering has not submitted the application yet, but will soon.

5. NEW BUSINESS

A. Budget Report Fiscal Year 21-22

The Community Services Department (CSD) presented their proposal budget to the City Council. Some accomplishments are the water safety literature, and the messages sent out to the public, as well as the free swim lessons being offered. CSD will be implementing a new software called IWorQ to assist work orders, and assets for all of the City buildings. Three grants were submitted, the City is still waiting to hear back on one grant. The City worked with Fresno state last year to survey the community about program gaps and what the City residents would like to see. On a positive note, a lot of what the residents would like to see is currently being done. On a negative note, residents do not know where to find the information on what CSD programs are being offered. With the per capital funding the climber in Trimble Park was finished, the shade structure in Citizens Park was updated, and lastly the rubber surfaces at Citizens Park will be replaced. Department measures which measure CSD progress. Social media presence is the most popular

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way residents are getting information specifically, through Facebook and Instagram. CSD increased by 5% on both social media platforms. Program participation have increased from last year. Park and Facility rentals are not back from where they were pre-covid. New programs were offered over the year. CSD teamed up with Sierra Kings Health Care District for the month of May, for Mental Health Awareness month to offer free events; art workshop, yoga in the park, tai-chi. These were all possible with a grant received from Sierra Kings Health Care District, but free to the public. Holiday movie in Pioneer Park, and princess tea at Reedley Opera House were offered. Clinics were continued, which the public enjoyed. Free swim lessons filled up. Senior Night at the Opera house was offered which sold out in one day. CSD is using the Fresno County Rural Transit bus to take senior citizens on trips as long as its in Fresno County. It's a feasible way to get Senior around. Sweetheart breakfast was offered on Valentine's Day. Bunco is being offered as well as Magic and Milkshakes.

The biggest change for the upcoming year will be the Expanded Learning Program. The state of California is pushing millions of dollars to the after-school programs, with the intentions to have no waiting lists. The City and CYM received the okay to offer a full-time staff to help manage the Expanded Learning Program.

CSD oversees the Reedley Municipal Airport. Reedley College is transitioning their flight science program to the Reedley Municipal grounds. This will be a win for both the City and Reedley College.

The senior room received an upgrade, and for the upcoming year there will be an upgrade to the California room.

Goals for the upcoming year is to focus on staff training specifically for the Expanded Learning Program and Aquatics. Continue to focus on new programs, as well as jump into the IWorQ system.

6. YOUTH REPRESENTATIVE'S REPORTS

- A. Emily Medina Delgado – Finished with tumbling, and is now working with the Chamber of Commerce. Medina will be directing Jr. board next year. Medina decided on Fresno State, where she is excited to begin her college experience.
- B. Roman Ramos – Jr. Chamber of Commerce came to an end. Ended swim season, where Ramos received the coaches award. Ramos is working as a lifeguard for the City of Reedley.

7. STAFF REPORT

Staff is working on the July-August program for upcoming events. Staff has been busy. Jesus Rodriguez is busy with Jr. Giants, and Expanded Learning. Madison Mitchell is busy with summer aquatics. Jodi Botello is busy planning programs.

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8. COMMISSIONER COMMENTS

Commissioner A. Rodriguez thanked staff for getting bathroom signs up at Citizens Park. Commissioner M. Hernandez would reach out to local radio stations to advertise the concern and dangers of the river. Commissioner Minami shared his excitement for numbers being up for programs being offered. Commissioner Ito expressed the enjoyment of playing pickleball in Dinuba. Commissioner Penner shared an update on the parkway and usage from the hours of 6am-6pm. On one specific Wednesday over 500 people passed by, in comparison to a few years ago which was in the 300s. Penner shared this is just a snap shot of how heavily the parkway is used.

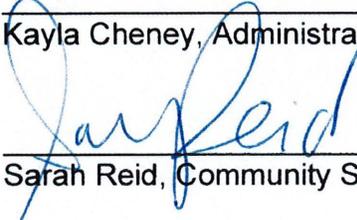
9. ADJOURNMENT

As there was no further business to discuss, the meeting was adjourned at 5:42p.m.

Respectfully submitted,



Kayla Cheney, Administrative Assistant



Sarah Reid, Community Services Director



Stephen Penner, Chairperson