

**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 22, 2020

**Meeting Held in the Council Chambers
845 "G" Street, Reedley, California**

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

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

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

In recognition of the guidance from the California Department of Public Health in response to the COVID-19 pandemic, those who choose to attend the City Council meeting physically must wear a mask or face covering and practice social distancing by remaining at least 6 feet apart from other attendees. Hand sanitizer will be available at the entrance to the Council Chambers for use upon entering and exiting the room. If you are sick, please do not attend the meeting in person. The meeting is available via live stream at the web link noted below following the City's website address and public comments will be accepted during the appropriate comment periods by calling (559) 637-4200 ext. 290. Please note there is approximately a 60 second delay for the live stream. Thank you for your cooperation. Our community's health and safety is our highest priority.

City of Reedley's Internet Address is www.reedley.ca.gov
City Council Meeting live stream is available at <http://www.reedley.com/livestream.php>

Frank Piñon, Mayor

Mary Fast, Mayor Pro Tem
Anita Betancourt, Council Member

Robert Beck, Council Member
Ray Soleno, Council Member

MEETING CALLED TO ORDER

INVOCATION – Paul Melikian, Assistant City Manager

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. INTRODUCTION OF AMARDEEP BAINS, ACCOUNTANT IN THE FINANCE DEPARTMENT. – Paul Melikian, Assistant City Manager

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

NOTICE TO PUBLIC

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

CONSENT AGENDA (Item 2-8)

Motion _____ 2nd _____

2. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETINGS OF JUNE 23, 2020
- (City Clerk)
Staff Recommendation: Approve
3. RECOMMENDATION OF REJECTION OF CLAIM–LUCRECIA MARTINEZ DE SORIANO.
(Administrative Services)
Staff Recommendation: Approve Rejection
4. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE ALL DOCUMENTS PERTAINING TO PURCHASE AND UPFITTING OF EIGHT (8) POLICE DEPARTMENT FLEET VEHICLES FOR \$370,760 WITH APPROPRIATIONS PREVIOUSLY APPROVED.
– (Police)
Staff Recommendation: Approve
5. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE ALL DOCUMENTS PERTAINING TO ACQUISITION AND INSTALLATION OF (2) TWO EMERGENCY BACKUP ELECTRICAL GENERATORS FOR \$162,000 FOR CITY HALL-POLICE DEPARTMENT AND THE FIRE DEPARTMENT WITH APPROPRIATIONS PREVIOUSLY APPROVED. – (Administrative Services/Public Works)
Staff Recommendation: Approve

6. ADOPT RESOLUTION NO. 2020-077 OF INTENTION TO ANNEX THE FOLLOWING TERRITORY (ANNEXATION NO. 18): APN'S 368-010-74S, 368-332-13, 363-080-41, 370-070-73, 363-220-01, 363-233-33 INTO THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES AND FIXING THE TIME AND PLACE OF PUBLIC HEARING FOR OCTOBER 27, 2020. – (Administrative Services)
Staff Recommendation: Approve

7. ADOPT RESOLUTION NO. 2020-081 GRANTING AUTHORITY TO THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SJ CONSTRUCTION MANAGEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MANNING AVENUE IMPROVEMENTS PHASE 1 PROJECT. – (Engineering)
Staff Recommendation: Approve

8. ADOPT RESOLUTION NO. 2020-085 OF THE SUCCESSOR AGENCY TO THE FORMER REEDLEY REDEVELOPMENT AGENCY APPROVING THE FIRST AMENDMENT TO LAST AND FINAL RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE. – (Administrative Services)
Staff Recommendation: Approve

ADMINISTRATIVE BUSINESS

9. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A SERVICES AGREEMENT AND ALL ASSOCIATED DOCUMENTS AND AMENDMENTS WITH MICHAEL BALLIET CONSULTING (MBC) FOR EVALUATING SB 1383 COMPLIANCE, SOLID WASTE SERVICES AND RELATED STATE MANDATES. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Public Works/Administrative Services)
Staff Recommendation: Approve

10. APPROVE AND AUTHORIZE ITEMS PERTAINING TO THE PROPOSITION 68 PER CAPITA GRANT PROGRAM FOR LOCAL PARKS WITH THE STATE OF CALIFORNIA OFFICE OF GRANTS AND LOCAL SERVICES (OGALS):
 - A. APPROVE THE RECOMMENDED PROJECT LIST.

 - B. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN APPLICATION FORM FOR EACH PROJECT ON THE IDENTIFIED PROJECT LIST.

 - C. ADOPT RESOLUTION NO. 2020-086 APPROVING THE TERMS OF THE CONTRACT AND DESIGNATE THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE.

Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Community Services)
Staff Recommendation: Approve

WORKSHOP

11. WORKSHOP REGARDING THE ACTUARIAL VALUATION REPORT OF THE REEDLEY RETIREE HEALTHCARE PLAN. – Administrative Services
12. UPDATE ON THE 2020 CENSUS PROCESS. – Community Development

RECEIVE INFORMATION & REPORTS

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

13. REEDLEY PLANNING COMMISSION MINUTES OF REGULAR MEETING OF MAY 21, 2020. – Community Development

COUNCIL REPORTS

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

STAFF REPORTS

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

ADJOURNMENT

Dates to Remember

October 13, 2020 – Regular-Council Meeting
October 27, 2020 – Regular-Council Meeting

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 17th day of September 2020.


Sylvia B. Plata, City Clerk

REEDLEY CITY COUNCIL MEETING – June 23, 2020

#2

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 Piñon at 7:01 p.m. on Tuesday, June 23, 2020 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Russ Robertson, Public Works Director

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Beck.

ROLL CALL

Council Members

Present: Robert Beck, Anita Betancourt, Mary Fast, Ray Soleno, Frank Piñon.

Absent: None.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

City Manager stated that on consent item #3, Alta Irrigation was unable to provide the final agreement for inclusion in the Council Packet and because Council would not be meeting again until August, staff was recommending that the Council authorize the City Manager to sign the agreement when it was finalized. A draft copy had been included in the packet and for the most part was substantially in form, so she was asking Council to approve as an authorize City Manager rather than approving the form.

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

Motion unanimously **carried**.

PRESENTATION

1. JULY IS PARKS & RECREATION MONTH PROCLAMATION – Community Services
Community Services Director, Sarah Reid spoke about the planned July events and Parks & Recreation Month. She introduced the Madison Leighty, Recreation Coordinator, Jodi Botello, Senior Coordinator, and Jesus Rodriguez, Recreation Coordinator who shared their plans for Parks & Recreation Month for their divisions. Council thanked staff for everything they did and for thinking outside the box during this unusual time.

PUBLIC COMMENT

None.

CONSENT AGENDA (Item 2-8)

Motion 2nd

Council Member Fast asked to remove agenda item #7 and #8 for discussion.

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

- 2. APPROVE REJECTION OF CLAIM – Olga Valdez
Approved Rejection of Claim
- 3. APPROVE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH ALTA IRRIGATION DISTRICT FOR THE CDBG NO. 18571 REEDLEY CITY STREET IMPROVEMENTS (PHASE IX) PROJECT – BUTTONWILLOW AVENUE WIDENING. –
Approved

REEDLEY CITY COUNCIL MEETING – June 23, 2020

4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SITE CONTRACTS FOR THE FRESH AFTERSCHOOL PARTNERSHIP PROGRAM (ASES) AT TL REED AND WASHINGTON SCHOOLS FOR THE 2020-21 SCHOOL YEAR. - *Approved*
 5. ADOPT RESOLUTION NO. 2020-063 STATING THE COUNCIL'S INTENTION TO ANNEX TRACT NO. 5263, MONTE VISTA ESTATES, INTO THE CITY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND REVISE THE DATE FOR A PUBLIC HEARING TO AUGUST 25, 2020. – *Approved*
 6. ADOPT RESOLUTION NO. 2020-051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY AUTHORIZING DESTRUCTION OF SPECIFIED CITY RECORDS AS LISTED ON EXHIBIT A. – *Approved*
 7. CONSIDERATION OF ITEMS TO AMENDING THE TEMPORARY BUSINESS UTILITY BILL FORGIVENESS PROGRAM.
 - A. ADOPT RESOLUTION NO. 2020-056 AMENDING THE TEMPORARY BUSINESS UTILITY BILL FORGIVENESS PROGRAM ADDING \$12,000 FROM THE GENERAL FUND RESERVE.
 - B. ADOPT RESOLUTION NO. 2020-057 AMENDING THE FY 2019-20 ADOPTED BUDGET APPROPRIATING AN ADDITIONAL \$12,000 IN THE GENERAL FUND RESERVE FOR THE TEMPORARY BUSINESS UTILITY BILL FORGIVENESS PROGRAM.
- Removed for discussion*
8. ADOPT RESOLUTION NO. 2020-060 APPROVING AN UPDATED CITY PERSONNEL POLICIES & PROCEDURES MANUAL. – *Removed for discussion*

Motion unanimously **carried**.

7. CONSIDERATION OF ITEMS TO AMENDING THE TEMPORARY BUSINESS UTILITY BILL FORGIVENESS PROGRAM.
 - A. ADOPT RESOLUTION NO. 2020-056 AMENDING THE TEMPORARY BUSINESS UTILITY BILL FORGIVENESS PROGRAM ADDING \$12,000 FROM THE GENERAL FUND RESERVE.
 - B. ADOPT RESOLUTION NO. 2020-057 AMENDING THE FY 2019-20 ADOPTED BUDGET APPROPRIATING AN ADDITIONAL \$12,000 IN THE GENERAL FUND RESERVE FOR THE TEMPORARY BUSINESS UTILITY BILL FORGIVENESS PROGRAM.

City Manager, Nicole Zieba provided a brief update on the original \$25,000 from the General Fund Reserves, stating that the response had been strong, with eligible requests for relief exceeding the initial program funding and as of June 18, 2020, there was a total of \$36,025 in eligible requests. Staff was recommending setting an additional amount of \$12,000 for the total of \$37,000 which would allow for a small number of additional applications to be funded should they be received by June 30, 2020.

Council Member Beck moved, Council Member Soleno seconded to accept, approve and ADOPT ITEMS TO AMENDING THE TEMPORARY BUSINESS UTILITY BILL FORGIVENESS PROGRAM.

- A. ADOPT RESOLUTION NO. 2020-056 AMENDING THE TEMPORARY BUSINESS UTILITY BILL FORGIVENESS PROGRAM ADDING \$12,000 FROM THE GENERAL FUND RESERVE.
- B. ADOPT RESOLUTION NO. 2020-057 AMENDING THE FY 2019-20 ADOPTED BUDGET APPROPRIATING AN ADDITIONAL \$12,000 IN THE GENERAL FUND RESERVE FOR THE TEMPORARY BUSINESS UTILITY BILL FORGIVENESS PROGRAM.

Motion unanimously **carried**.

REEDLEY CITY COUNCIL MEETING – June 23, 2020

- 8. ADOPT RESOLUTION NO. 2020-060 APPROVING AN UPDATED CITY PERSONNEL POLICIES & PROCEDURES MANUAL.

City Manager, Nicole Zieba confirmed that many of the changes outlined in red had to do with State and Federal Law and the updates were done annually. The Personnel Policies & Procedures Manual was also sent to both Unions for their review.

Council Member Betancourt moved, Council Fast seconded to accept, approve and ADOPT RESOLUTION NO. 2020-060 APPROVING AN UPDATED CITY PERSONNEL POLICIES & PROCEDURES MANUAL.

Motion unanimously **carried**.

Council took a short break at 7:23 p.m. to allow time for members of the public to enter for item #9 under Public Hearing.

Council reconvene at 7:28 p.m.

PUBLIC HEARING

Full audio on Public Hearing available on the City of Reedley website www.reedley.ca.gov

- 9. ADOPT RESOLUTION NO. 2020-055 APPROVING A FINDING OF PUBLIC CONVENIENCE OR NECESSITY RELATED TO CONDITIONAL USE PERMIT APPLICATION NO. 2020-1, AUTHORIZING THE SALE OF BEER AND WINE FOR OFF-SITE CONSUMPTION LOCATED AT 1060 E. MANNING AVENUE.

Rob Terry, Community Development Director provided an overview on the finding of public convenience or necessity which had been requested pertaining to the authorization of the sale of beer and wine for off-site consumption within an existing building located at 1060 E. Manning. He went through a short presentation and walked Council through much of the application and staff report details and encouraged Council to ask questions at any point.

City Manager, Nicole Zieba stated that several members of the public did not wish to comment however wanted to be allowed the opportunity to show their support or opposition on the request and asked Mayor if he could do a show a hands from those present.

Mayor Piñon asked if members of the public would raise their hand if in favor and then asked if they would raise their hand if they opposed. Show of hands indicated that 7 members of the public were in favor and 9 were opposed.

Mayor announced that the public would be able to call (559) 638-4200 ext. 290 if they had any comment in favor or opposition once the Public Hearing opened.

Community Development Director, Rob Terry said that the applicants were present and available if the Council had questions about their existing facility or future plans.

City Clerk announced that 2 emails in opposition had been received prior to the Council Meeting.

Public Hearing Opened at 7:38 p.m.

Comments in favor

Marisol Michel, applicant
Bertha Flores
Diana Gonzalez
Rene Carrasco
Edith Avalos
Erica Murillo

Comments in opposition

Amarpreet Kaur
Bobby Perez
Frank Felipe
Kevin Dallone
Satnam Singh
Joanne Willems (email)
Michael Rodriguez (Phone)
Harpreet Sumal
Mark Scarborough
Firas Jaber
Ruben Curiel
Chelsea Pal (email)
Ms. Padilla (Phone)

Public Hearing Closed at 8:23 p.m.

REEDLEY CITY COUNCIL MEETING – June 23, 2020

Council Member Soleno moved, Council Member Fast seconded to accept, approve and ADOPT RESOLUTION NO. 2020-055 APPROVING A FINDING OF PUBLIC CONVENIENCE OR NECESSITY RELATED TO CONDITIONAL USE PERMIT APPLICATION NO. 2020-1, AUTHORIZING THE SALE OF BEER AND WINE FOR OFF-SITE CONSUMPTION LOCATED AT 1060 E. MANNING AVENUE.

Motion unanimously **carried**.

10. ADOPT RESOLUTION NO. 2020-061 LEVYING THE FISCAL YEAR 2020-2021 ANNUAL ASSESSMENTS FOR THE CITY OF REEDLEY LANDSCAPING AND LIGHTING DISTRICT NO. 1.

City Engineer, Marilu Morales addressed Council on staff’s request stating that this was the last step of the process of levying the annual assessments a required by state law for properties within the Landscaping and Lighting District. Ms. Morales explained the process, identifying zones and cost as outlined in staff report.

Council commented on the cost and zones that had lots of grass, plants and other greenery which required a high amount of upkeep to the done. Council Member Fast suggested that changes be done to reduce the amount of time in the maintenance of these areas.

Public Hearing Opened at 8:36 p.m.

Arnold Kriegbaum – Resident of Zone B. – Understood that the \$6.40 was not enough to pay for the upkeep and offer to assist Engineering in getting the word out if needed.

Public Hearing Closed at 8:36 p.m.

Council Member Beck moved, Council Member Betancourt seconded to accept, approve and ADOPT RESOLUTION NO. 2020-061 LEVYING THE FISCAL YEAR 2020-2021 ANNUAL ASSESSMENTS FOR THE CITY OF REEDLEY LANDSCAPING AND LIGHTING DISTRICT NO. 1.

Motion unanimously **carried**.

ADMINISTRATIVE BUSINESS

11. ADOPTION OF 2020-2021 FISCAL YEAR BUDGET AND RELATED FISCAL ITEMS.

- A. ADOPT RESOLUTION NO. 2020-049 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, ACTING IN ITS CAPACITY AS CITY COUNCIL TO THE CITY SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE REEDLEY HOUSING AUTHORITY, ADOPTING THE FINAL BUDGET OF THE CITY OF REEDLEY FOR THE FISCAL YEAR JULY 1, 2020 TO JUNE 30, 2021, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID FINAL BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS, AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith, EXCEPT AS PROVIDED FOR BY MINUTE ORDER OF THE CITY COUNCIL ON JUNE 23, 2020.
- B. ADOPT RESOLUTION NO. 2020-058 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING A SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES.
- C. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A THREE-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REEDLEY AND INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL 39 (AKA GENERAL SERVICES UNIT)
- D. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A TWO-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REEDLEY AND THE REEDLEY POLICE OFFICERS ASSOCIATION.

REEDLEY CITY COUNCIL MEETING – June 23, 2020

- E. ADOPT RESOLUTION NO. 2020-059 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING A MASTER SALARY TABLE FOR ALL EMPLOYEES OF THE CITY OF REEDLEY.

Assistant City Manager, Paul Melikian asked that Council consider the adoption of the 2020-2021 fiscal year budget as discussed at prior meetings and related fiscal items requiring approval as part of the annual budget process. Mr. Melikian explained each item before Council as outlined in the staff report including the approval of the Memorandum of Understanding for both unions, and asked that the City Manager be authorized to execute the agreements.

Council Member Fast asked if the Vehicle Impact Fee was included with Item #A. Mr. Melikian confirmed that it was and City Manager, Nicole Zieba said that Council could make the motion to approve Item #A, with proposed changes and if they were ok with the other items those could separately be approved.

Council Member Fast pointed out several items under employee benefits and wanted employees to realize that there was a difference with the city's employee benefits and that of the private sector.

Council Member asked to Vehicle Impact Fee be removed from Item A, and be voted upon separately.

City Attorney, Scott Crossed suggested that if the maker wished to do so, they should do that as make that part of their motion.

Council Member Beck stated that he felt that the Vehicle Impact Fee would someday go away as soon as the $\frac{3}{4}$ sales tax came into effect but until that happened it was still important to have because it had helped with repairs in the alleys.

Item #A.

Council Member Fast moved to accept, approve, and ADOPT RESOLUTION NO. 2020-049 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, ACTING IN ITS CAPACITY AS CITY COUNCIL TO THE CITY SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE REEDLEY HOUSING AUTHORITY, ADOPTING THE FINAL BUDGET OF THE CITY OF REEDLEY FOR THE FISCAL YEAR JULY 1, 2020 TO JUNE 30, 2021, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID FINAL BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS, AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH, EXCEPT AS PROVIDED FOR BY MINUTE ORDER OF THE CITY COUNCIL ON JUNE 23, 2020 **BUT REMOVE THE VEHICLE IMPACT FEE FOR A SEPARATE VOTE.**

Motion died for a lack of a second.

Item #A.

Council Member Beck moved, Council Member Soleno seconded to accept, approve and ADOPT RESOLUTION NO. 2020-049 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, ACTING IN ITS CAPACITY AS CITY COUNCIL TO THE CITY SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE REEDLEY HOUSING AUTHORITY, ADOPTING THE FINAL BUDGET OF THE CITY OF REEDLEY FOR THE FISCAL YEAR JULY 1, 2020 TO JUNE 30, 2021, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID FINAL BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS, AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH, EXCEPT AS PROVIDED FOR BY MINUTE ORDER OF THE CITY COUNCIL ON JUNE 23, 2020.

AYES: Beck, Soleno, Betancourt, Pinon.
NOES: Fast.
ABSTAIN: None.
ABSENT: None.

REEDLEY CITY COUNCIL MEETING – June 23, 2020

Item #B

Council Member Betancourt moved, Council Member Soleno seconded to accept, approve and ADOPT RESOLUTION NO. 2020-058 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING A SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES.

Motion unanimously **carried**.

Item #C

Council Member Soleno moved, Mayor Piñon seconded to accept, APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A THREE-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REEDLEY AND INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL 39 (AKA GENERAL SERVICES UNIT)

Motion unanimously **carried**.

Item #D

Council Member Beck moved, Council Member Betancourt seconded to accept, APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A TWO-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REEDLEY AND THE REEDLEY POLICE OFFICERS ASSOCIATION.

Motion unanimously **carried**.

Item #E

Council Member Betancourt moved, Council Member Fast seconded to accept, approve and ADOPT RESOLUTION NO. 2020-059 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING A MASTER SALARY TABLE FOR ALL EMPLOYEES OF THE CITY OF REEDLEY.

Motion unanimously **carried**.

12. ADOPT RESOLUTION NO. 2020-062 APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE TWO OF VESTING TENTATIVE SUBDIVISION MAP 6196.

Rob Terry, Community Development Director stated that this item would approve the Phase Two Final Map for Vesting Tentative Subdivision Map 6196, and authorize the City Manager to make non-substantive changes to the draft agreement and sign the final agreement with DR Horton CA 3, Inc. regarding associated Subdivision Improvement Agreement. Mr. Terry said the Vesting Tentative Subdivision Map 6196 had been approved by the Reedley Planning Commission on December 14, 2017, which consisted of the development of 161 single family residential units on 31.02 gross acres of land. On June 6, 2019, the Reedley Planning Commission approved amendments to the project's Conditions of Approval to allow the project to build in multiple phases by two separate developers. At this time, the second partnering developer (DR Horton) had submitted a final map for their first phase of the remaining project site for the City's approval. DR Horton intends to build the remaining portions in two separate phases, which would be call Phase Two and Phase Three. The item before Council that evening only covered Phase Two. He said that actions associated with a final map and associated improvement agreement for Phase Three of the project site would be brought to Council at a future date, and were not included within this item.

City Engineer, Marilu Morales answered Council questions regarding future traffic.

Project Contracted Engineer, Richard Cortez made himself by phone and answered traffic questions from Council.

Council Member Fast moved, Mayor Piñon seconded to accept, approve and ADOPT RESOLUTION NO. 2020-062 APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE TWO OF VESTING TENTATIVE SUBDIVISION MAP 6196.

REEDLEY CITY COUNCIL MEETING – June 23, 2020

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.

13. MINUTES OF THE REGULAR MEETING OF MARCH 5, 2020, OF THE REEDLEY PLANNING COMMISSION. – (Community Development)

COUNCIL REPORTS

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

Council Member Betancourt

- Asked why the street sweeper went by her home on the same day as their regular trash pickup.

Council Member Fast

- Shared information from her COG packet regarding funding available for CMAQ funding for alley paving and wanted to know why we were not applying any of those funds. City Manager responded that we did apply for them and that the funding was specifically for alleys that were dirt or gravel. Most of Reedley's alleys were paved even though they were in poor condition.
- Met with John Lee and two other Korean Tour Guides and participated in a YouTube video showcasing Reedley.
- Attended the Upper Kings River Advisory Board meeting and provided a brief summary.
- Met with Chinayera Black, Executive Director with Sierra Kings Health Care District.
- Attended the City's Peace event at the Park and thanked everyone that put that together.

STAFF REPORTS

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

City Manager, Nicole Zieba

- Asked if Council was agreeable to go dark on July 14, 2020 since at this time there were no items for the agenda. It was unanimously agreed to go dark.

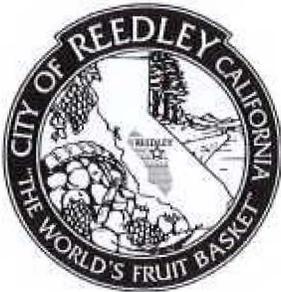
ADJOURNMENT

Mayor Piñon adjourned the regular meeting at 9:35 p.m.

Mayor Frank Piñon

ATTEST:

Sylvia B. Plata, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 3

DATE: September 22, 2020

TITLE: RECOMMEND REJECTION OF CLAIM – Lucrecia Martinez De Soriano

SUBMITTED: Stella Parra, Accounting Technician II 

REVIEWED: Paul A. Melikian, Assistant City Manager 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

That the City Council deny a claim received from the claimant Lucrecia Martinez De Soriano on September 8, 2020. The claim has been forwarded to AIMS for further investigation.

BACKGROUND

The Claim Form for Lucrecia Martinez De Soriano states that on June 17, 2020, a tree fell on her vehicle near Monument Hill Park area, which caused damage to his vehicle. Upon investigation, a sudden and unexpected wind storm spread through the region on that particular day, which may have caused the tree to fall. This was a natural and unforeseeable act of nature.

Per AIMS initial investigation, the City had no notice, complaints and/or issues with the subject tree. The claimant also had no prior issues and/or incidents with the tree. For these reasons, AIMS found no evidence of negligence and/or liability on the part of the city. Therefore, based on past similar incidents in Reedley and other valley cities that are part of the Central San Joaquin Valley Risk Management Authority, it is the recommendation of staff to proceed with rejecting the claim.

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

ATTACHMENTS

1. Claim
2. Kelley Blue Book estimate
3. Invoice for Towing
4. Pictures of Damages

SEP 08 2020

CLAIM FORM

(Please Type Or Print)

845 G Street
Reedley, CA 93654

CLAIM AGAINST Reedley City
(Name of Entity)

Claimant's name: Lucrecia Martinez De Soriano

SS#. _____ DOB: 09/16/1975 Gender: Male _____ Female X

Claimant's address: 12707 West C St Biola Ca 93608 / P.O Box 698

Address where notices about claim are to be sent, if different from above: P.O Box 698

Biola CA 93608

Date of incident/accident: June 17, 2020

Date injuries, damages, or losses were discovered: June 17, 2020

Location of incident/accident: ~~12707 West C St~~ Monument Hill Park Reedley

What did entity or employee do to cause this loss, damage, or injury? Tree fell on top of truck.

(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? Tree fall on top of truck and damage roof

(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)] 5,892

How was this amount calculated (please itemize)? Kelly Blue books

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

Date Signed: 09/4/2020 Signature: X Lucrecia Martinez De Soriano

If signed by representative:
Representative's Name Lucrecia Martinez De Soriano Address P.O. Box 698 Biola CA 93606
Telephone # (559) 755-4639 (Cell Phone)
Relationship to Claimant _____



Advertisement

2006 Toyota Tundra Access Cab Pricing Report



Style: SR5 Pickup 4D 6 1/2 ft
Mileage: 110,000

Vehicle Highlights

Fuel Economy: N/A	Max Seating: 6
Doors: 4	Engine: V6, 4.0 Liter
Drivetrain: 2WD	Transmission: Automatic
EPA Class: Standard Pickup Trucks	Body Style: Pickup
Country of Origin: Japan	Country of Assembly: United States

Trade In To a Dealer

Trade-in Range \$4,818 - \$6,965
Trade-in Value \$5,892



Valid for ZIP Code 93606 through 07/09/2020

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

✓ V6, 4.0 Liter

Transmission

Automatic

Drivetrain

✓ 2WD

Braking and Traction

ABS (4-Wheel)

Comfort and Convenience

Air Conditioning
Power Windows
Power Door Locks
Cruise Control

Steering

Power Steering
Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo
Cassette
CD/MP3 (Single Disc)

Safety and Security

Dual Air Bags

Wheels and Tires

Oversized Premium Wheels 20"+

Exterior Color

✓ Black

Glossary of Terms

Kelley Blue Book® Trade-In Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

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A's Towing

559-575-3951

Road Service

DATE <u>7-14-20</u>		TIME <u>12:00</u> <small>AM</small> <u>PM</u>		REQUESTED BY	P.O. NO.
NAME <u>Ivan Soriano</u>				PHONE	
ADDRESS <u>12707 W C St</u>					
CITY <u>Viola</u>				STATE <u>CA</u>	ZIP <u>93606</u>
LOCATION OF VEHICLE <u>Reedley Reed/Beach Monument Hill Park</u>					
YEAR MAKE MODEL <u>2006 Toyota Tundra</u>				COLOR <u>Black</u>	DRIVER
STATE <u>CA</u>	LIC. PLATE NO. <u>8E68161</u>	VEHICLE I.D. NO. <u>5TRU341X647749</u>		REGISTERED OWNER	
MILEAGE		SERVICE TIME		EXTRA PERSON	
FINISH _____		FINISH _____		FINISH _____	
START _____		START _____		START _____	
TOTAL _____		TOTAL <u>2 hrs</u>		TOTAL _____	
REASON FOR TOW				SPECIAL EQUIPMENT	
<input checked="" type="checkbox"/> ACCIDENT		<input type="checkbox"/> ABANDONED		<input type="checkbox"/> SINGLE LINE WINCHING	
<input type="checkbox"/> ARREST		<input type="checkbox"/> STOLEN CAR		<input type="checkbox"/> DUAL LINE WINCHING	
<input type="checkbox"/> UNREGISTERED		<input type="checkbox"/> BREAK DOWN		<input type="checkbox"/> SNATCH BLOCKS	
<input type="checkbox"/> TOW ZONE		<input type="checkbox"/> LOCK OUT		<input type="checkbox"/> SCOTCH BLOCKS	
<input type="checkbox"/> SNOW REMOVAL		<input type="checkbox"/> START		<input type="checkbox"/> DOLLY	
TYPE OF TOW		TOWED PER ORDER OF		VEHICLE TOWED TO	
<input type="checkbox"/> SLING/ HOIST TOW		<input checked="" type="checkbox"/> STATE POLICE		FIRST TOW <u>Storage yard</u>	
<input checked="" type="checkbox"/> FLAT BED/ RAMP		<input type="checkbox"/> LOCAL POLICE		SECOND TOW _____	
<input type="checkbox"/> WHEEL LIFT		<input checked="" type="checkbox"/> OWNER			
<input type="checkbox"/>		<input type="checkbox"/> DEALER			
STORAGE FROM <u>6-12-20</u> TO <u>7-14-20</u> 33 DAYS @ \$ <u>59</u>				TOWING CHARGE <u>460</u>	
PAID BY				MILEAGE CHARGE	
<input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHECK DRIVERS LIC. NO. _____				EXTRA PERSON	
<input type="checkbox"/> CREDIT CARD <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> AMEX EXP. DATE _____				SPECIAL EQUIPMENT	
CC NO. _____				LABOR CHARGE	
OPERATOR'S SIGNATURE <u>[Signature]</u> DATE <u>7-14-20</u>				STORAGE <u>1947</u>	
TRUCK NO. <u>Ivan Soriano</u> DATE <u>7-14-20</u>				SUB-TOTAL	
AUTHORIZED SIGNATURE _____ DATE _____				TAX	
VEHICLE RELEASED TO _____ DATE _____				TOTAL <u>2,407</u>	

Not responsible for loss or damage to vehicle in case of fire, theft or any other cause beyond our control.

Thank You

PRODUCT 2525

A's Towing

Address 3709 e Pitt Fresno Ca 93725

Number (559)575-3951

Towing is 230x2= \$460

Storage is \$59 a day

20-1690

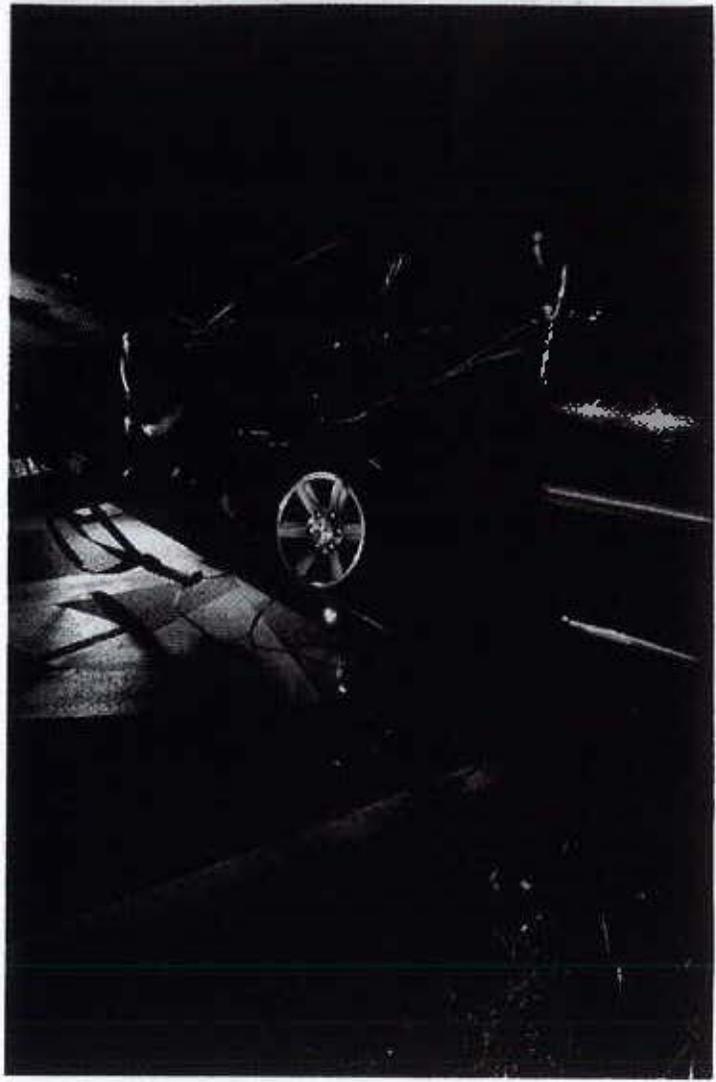
Officer Carey

Readley PD

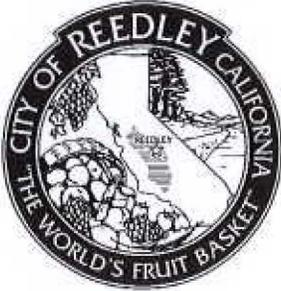
843 G St

(559) 637-4250









REEDLEY CITY COUNCIL

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

ITEM NO: 4

DATE: September 22, 2020

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE ALL DOCUMENTS PERTAINING TO PURCHASE AND UPFITTING OF EIGHT (8) POLICE DEPARTMENT FLEET VEHICLES FOR \$370,760 WITH APPROPRIATIONS PREVIOUSLY APPROVED

PREPARED: Marc A. Ediger, Police Commander

SUBMITTED: Jose L. Garza, Chief of Police

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

Approve and authorize the City Manager to execute all documents pertaining to the purchase and upfitting of eight Police Department marked and unmarked fleet vehicles for approximately \$370,760 with appropriations previously approved and adopted in the FY 2020-21 Budget.

EXECUTIVE SUMMARY

The City Council approved funds in the FY 2020-2021 budget in the amount of \$410,000 for the purchase of Police fleet vehicles to replace units that are at the end of their useful lives. The purchase approval for five marked and three unmarked detective vehicles totals approximately \$370,760, which includes estimated equipment and graphics upfitting costs. The remainder of the total vehicle replacement budget, approximately \$39,240, is designated for 1) the replacement of the Animal Control Officer's truck and 2) equipment upfitting costs for a truck purchased through a Department of Justice grant. Unlike previous bulk vehicle purchases, no debt financing is proposed for this purchase. The purchase of eight (8) new fleet vehicles will directly replace Police fleet units previously approved for surplus by City Council on September 8, 2020. This bulk purchase will replace approximately 20% of the department fleet.

Purchasing Authority

Reedley Municipal Code Section 1-9B-3 stipulates that single purchases in excess of \$75,000 are to be authorized by the City Council and made pursuant a formal bid procedure, unless the purchase can be made under specified bidding exceptions, which includes cooperative purchasing.

Under Section 1-9B-6, the City Manager or designee have the authority to join with other units of government or other governmental agencies or authorities in cooperative purchasing when beneficial to the City. Bidding may be dispensed when the supplies, equipment or vehicles can be acquired under a valid purchasing contract that has been previously bid by the City or other governmental agency.

Cooperative purchasing is "*Procurement conducted by, or on behalf of, one or more Public Procurement Units*" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

The City of Reedley is a participating member in Sourcewell, formerly the National Joint Powers Alliance, a group founded in 1978, that vets and establishes partnerships with hundreds of national manufacturers and service industries. Schools, other government agencies, and nonprofits who are members of Sourcewell are then able to make purchases from these approved partners, saving them time in the procurement process. Members also save money because of the purchasing scale advantage they gain from being part of the cooperative.

Five (5) 2021 Ford Utility Interceptors

Swanson Fahrney Ford of Selma has provided a quote to purchase five (5) 2021 Ford Utility Interceptors for \$39,074.16 each, which is \$1,203.10 less than the Sourcewell cooperative purchasing contract price. Since the independent dealer quote is lower than an already competitively bid contract price, no further bids are required to award the purchase. Equipment and graphics upfitting costs for marked units are approximately \$13,000 per vehicle, for a total per vehicle cost of \$52,000.

Three (3) 2021 Dodge Chargers

The Sourcewell cooperative purchasing contract price for the three (3) unmarked detective vehicles as configured is \$29,919.78 each, which is 13% below MSRP. Upfitting costs are approximately \$7,000 per vehicle, for a total acquisition cost of approximately \$36,920 each.

FISCAL IMPACT

The City Council approved a total of \$410,000 in the 2020-2021 budget, comprised of \$260,000 from the General Fund and \$150,000 from the Public Safety Sales Tax (Police portion) for the purchase of police fleet vehicles. The City is not planning to utilize any debt for this purchase.

ATTACHMENTS

Quote from Swanson Fahrney Ford (Marked Vehicles)

Comparative quotation from National Fleet Group based on Sourcewell Contract (Marked Vehicles)

Quote from National Fleet Group (Unmarked Vehicles)

NJPA/Sourcewell Contract Acceptance and Award #120716-NAF

New 2021 Ford Utility Interceptor ordered from the Factory

VIRTC1DP V4.58 5432 

CNGP530 VEHICLE ORDER CONFIRMATION 08/21/20 16:48:47
 ==> Dealer: F72491

2021 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 1001 Priority: K4 Ord FIN: QI406 Order Type: 5B Price Level: 120
 Ord Code: 500A Cust/Flt Name: REEDLEY PD PO Number:

	RETAIL		RETAIL
K8A	4DR AWD POLICE \$40630	51V	SPTLMP LED DUAL \$665
	.119" WHEELBASE	55B	BLIND SPOT INFO 545
UM	AGATE BLACK	55F	KEYLESS - 4 FOB 340
9	CLTH BKTS/VNL R	60R	NOISE SUPPRESS 100
6	EBONY	63B	SD MARKER LGHTS 290
500A	EQUIP GRP	66A	FRONT HDLMP PKG 895
	.AM/FM STEREO		.GRILL WIRING
99B	3.3L V6 TI-VCT (3530)	66C	REAR LIGHT PKG 455
44U	10SPD AUTO TRAN NC		TOTAL BASE AND OPTIONS 42580
	CA BOARD FEES NC		TOTAL 42580
	FLEET SPCL ADJ NC		*THIS IS NOT AN INVOICE*
17T	CARGO DOME LAMP 50		* MORE ORDER INFO NEXT PAGE *
425	50 STATE EMISS NC		F8=Next
43D	COURTESY DISABL 25		F3/F12=Veh Ord Menu
47A	ENGINE IDLE 260		
F1=Help	F2=Return to Order		
F4=Submit	F5=Add to Library		

S006 - MORE DATA IS AVAILABLE.

QC07734

V1DP0545

2,6

Selling Price: \$40,916 - \$5,150(Price Concession)

= \$35,766.00 per unit
+\$3,299.41 Sales Tax(9.225%)
+\$8.75 CA Tire Fee

\$39,074.16 Out The Door per Unit

Price includes painting 4 doors & hood white.

CNGP530

VEHICLE ORDER CONFIRMATION

08/21/20 16:49:32

==>

Dealer: F72491

2021 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 1001 Priority: K4 Ord FIN: QI406 Order Type: 5B Price Level: 120

Ord Code: 500A Cust/Flt Name: REEDLEY PD PO Number:

RETAIL

76D DEFLECTOR PLATE \$335

76R REVERSE SENSING 275

87R RR VIEW MIR/CAM NC

FLEX-FUEL

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1245

TOTAL BASE AND OPTIONS 42580

TOTAL 42580

THIS IS NOT AN INVOICE

F7=Prev

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC07734

V1DP0545

2,6



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

8/21/2020

Quote ID: 14148

Order Cut Off Date: TBA

Mr Todd Lowery
City of Reedley Police Department
845 G Street
Reedley, California, 93654

Dear Todd Lowery,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2021 Ford Police Interceptor Utility (K8A) AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$42,580.00	\$36,867.48	13.416 %	\$5,712.52
Tax (9.2250 %)		\$3,401.03		
Tire fee		\$8.75		
Total		\$40,277.26		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Vehicle Configuration Options

ENGINE	
Code	Description
99B	ENGINE: 3.3L V6 DIRECT-INJECTION (FFV), -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon
TRANSMISSION	
Code	Description
44U	TRANSMISSION: 10-SPEED AUTOMATIC (44U)
PRIMARY PAINT	
Code	Description
UM	AGATE BLACK
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
AXLE RATIO	
Code	Description
___	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
76D	UNDERBODY DEFLECTOR PLATE, -inc: Engine and transmission shield
63B	SIDE MARKER LED SIDEVIEW MIRRORS, -inc: driver side - red/passenger side - blue, Located on exterior mirror housing, LED lights only, Wiring and controller not included
51V	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (WHELEN)
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp,

2021 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2021 Ford Police Interceptor Utility AWD		
CODE	MODEL	MSRP
K8A	2021 Ford Police Interceptor Utility AWD	\$40,630.00
OPTIONS		
99B	ENGINE: 3.3L V6 DIRECT-INJECTION (FFV), -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon	(\$3,530.00)
44U	TRANSMISSION: 10-SPEED AUTOMATIC (44U)	\$0.00
UM	AGATE BLACK	\$0.00
	STANDARD PAINT	\$0.00
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00
	3.73 AXLE RATIO, (STD)	\$0.00
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	\$260.00
76D	UNDERBODY DEFLECTOR PLATE, -inc: Engine and transmission shield	\$335.00
63B	SIDE MARKER LED SIDEVIEW MIRRORS, -inc: driver side - red/passenger side - blue, Located on exterior mirror housing, LED lights only, Wiring and controller not included	\$290.00
51V	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (WHELEN)	\$665.00
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$895.00
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	\$455.00
55F	REMOTE KEYLESS ENTRY KEY FOB W/O KEY PAD, -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	\$340.00
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened	\$25.00
17T	SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light	\$50.00
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat Without memory and without puddle lamps	\$545.00
76R	REVERSE SENSING SYSTEM	\$275.00
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING	INC
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)	\$100.00

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed)
Transmission: 10-Speed Automatic
3.73 Axle Ratio
GVWR: 6,840 lbs (3,103 kgs)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

EXTERIOR

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

9/17/2020

Quote ID: **24976**

Order Cut Off Date: **TBA**

Bryan Pelayo
 City of Reedley
 Reedley Police Department

843 G ST.

Reedley , California, 93654

Dear Bryan Pelayo,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2021 Dodge Charger (LDDM48) SXT RWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$31,490.00	\$27,378.52	13.056 %	\$4,111.48
Tax (9.2500 %)		\$2,532.51		
Tire fee		\$8.75		
Total		\$29,919.78		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@NationalAutoFleetGroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

ENGINE	
Code	Description
ERB	ENGINE: 3.6L V6 24V VVT, (STD)
TRANSMISSION	
Code	Description
DFW	TRANSMISSION: 8-SPEED AUTOMATIC (8HP50), (STD)
WHEELS	
Code	Description
WAE	WHEELS: 17" X 7.0" PAINTED CAST ALUMINUM, (STD)
PRIMARY PAINT	
Code	Description
PAE	SMOKE SHOW
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
CPOS PKG	
Code	Description
2EG	QUICK ORDER PACKAGE 2EG, -inc: Engine: 3.6L V6 24V VVT, Transmission: 8-Speed Automatic (8HP50)

2021 Fleet/Non-Retail Dodge Charger SXT RWD

WINDOW STICKER

2021 Dodge Charger SXT RWD		
CODE	MODEL	MSRP
LDDM48	2021 Dodge Charger SXT RWD	\$29,995.00
OPTIONS		
ERB	ENGINE: 3.6L V6 24V VVT, (STD)	\$0.00
DFW	TRANSMISSION: 8-SPEED AUTOMATIC (8HP50), (STD)	\$0.00
WAE	WHEELS: 17" X 7.0" PAINTED CAST ALUMINUM, (STD)	\$0.00
PAE	SMOKE SHOW	\$0.00
—	STANDARD PAINT	\$0.00
2EG	QUICK ORDER PACKAGE 2EG, -inc: Engine: 3.6L V6 24V VVT, Transmission: 8-Speed Automatic (8HP50)	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$29,995.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,495.00
TOTAL PRICE		\$31,490.00
Est City: 19 (2020) MPG		
Est Highway: 30 (2020) MPG		
Est Highway Cruising Range: 555.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.6L V6 24V VVT
Transmission: 8-Speed Automatic (8HP50)
50 State Emissions
Transmission w/AUTOSTICK Sequential Shift Control
Rear-Wheel Drive
2.62 Axle Ratio
Engine Oil Cooler
730CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Touring Suspension
Electric Power-Assist Steering
18.5 Gal. Fuel Tank
Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 17" x 7.0" Painted Cast Aluminum
Tires: P215/65R17 Low Rolling Res
Steel Spare Wheel
Compact Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Bumper
Black Side Windows Trim
Body-Colored Door Handles
Body-Colored Power Side Mirrors w/Manual Folding
Fixed Rear Window w/Defroster
Light Tinted Glass
Speed Sensitive Variable Intermittent Wipers w/Heated Jets
Galvanized Steel/Aluminum Panels
Black Grille

Trunk Rear Cargo Access
Fully Automatic Projector Beam Halogen Daytime Running Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Laminated Glass

ENTERTAINMENT

Radio: Uconnect 4 w/7" Display
SiriusXM AM/FM/Satellite w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Voice Activation
6 Speakers
Streaming Audio
Window Grid Antenna
Uconnect w/Bluetooth Wireless Phone Connectivity
2 LCD Monitors In The Front

INTERIOR

Front Seats w/Power 4-Way Driver Lumbar
Power 8-Way Driver Seat
Driver Seat -inc: Power 4-Way Lumbar Support
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
Leather/Metal-Look Steering Wheel
Illuminated Front Cupholder
Compass
Proximity Key For Doors And Push Button Start
Valet Function
Power Fuel Flap Locking Type
Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry and Panic Button
Remote Releases -Inc: Power Cargo Access and Power Fuel
Cruise Control w/Steering Wheel Controls
Dual Zone Front Manual Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Illuminated Locking Glove Box

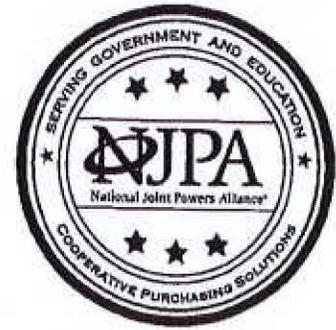
Driver Foot Rest
Interior Trim -inc: Aluminum Instrument Panel Insert, Aluminum Console Insert and Metal-Look Interior Accents
Full Cloth Headliner
Vinyl Door Trim Insert
Leather Gear Shifter Material
Cloth Sport Seat
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim
Cargo Space Lights
FOB Controls -inc: Cargo Access and Remote Engine Start
Smart Device Integration
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Display
Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
Front Center Armrest
2 Seatback Storage Pockets
Rear Armrest w/Cupholder Seat
Sentry Key Engine Immobilizer
2 12V DC Power Outlets
Air Filtration

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
ParkSense Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
ParkView Back-Up Camera

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

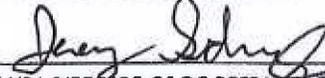
NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Coquet
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF



REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: September 22, 2020

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE ALL DOCUMENTS PERTAINING TO ACQUISITION AND INSTALLATION OF (2) TWO EMERGENCY BACKUP ELECTRICAL GENERATORS FOR \$162,000 FOR CITY HALL-POLICE DEPARTMENT AND THE FIRE DEPARTMENT WITH APPROPRIATIONS PREVIOUSLY APPROVED

SUBMITTED: Paul Melikian, Assistant City Manager
Russ Robertson, Public Works Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Manager be authorized to execute all documents pertaining to the acquisition and installation of two emergency backup electrical generators for City Hall-Police Department and the Fire Department with appropriations previously approved and adopted in the FY 2020-21 Budget.

EXECUTIVE SUMMARY

Over the last two years, the City has applied for grant funding from both the Federal Emergency Management Agency (FEMA) and from the Governor's Office of Emergency Services (Cal OES) to replace two antiquated backup electrical generator systems at City Hall-Police Department facility and the Fire Department; however the City's applications were not selected for funding.

At 45+ years old, the current units are far past their useful lives, are not capable of producing enough electricity to support the entire facilities they are installed, and do not meet current clean air standards. It is imperative to make the upgrades so that municipal and public safety operations in critical times will be sustained. The FY 2020-21 Adopted Budget includes \$250,000 in total appropriations for the replacements. The funding for the purchases will come from the General Fund for the City Hall-Police Department unit, and the Fire portion of the Public Safety Sales Tax for the unity at the fire station. The requested purchase authority

is consistent with the City's current purchasing ordinance. The quote for the Fire Department generator includes all installation costs and is a turn-key quote. The quote for the City Hall – Police Department generator does not include installation and is for the generator unit only. The current generator is located under the covered "Sally Port" area at the Police Department. For air quality and safety concerns, the new generator will be located outdoors and will require an entirely new and reconfigured installation process. The installation will be performed by Quinn Caterpillar at an additional cost. At the time of this report, the additional costs are still being finalized; however, costs are expected to be well within previously budgeted appropriations. Both units will have a 5-year, 2,500-hour warranty.

Purchasing Authority

Reedley Municipal Code Section 1-9B-3 stipulates that single purchases in excess of \$75,000 are to be authorized by the city council and shall be made pursuant a formal bid procedure, unless the purchase can be made under specified bidding exceptions, which includes cooperative purchasing.

Under Section 1-9B-6, the City Manager or designee have the authority to join with other units of government or other governmental agencies or authorities in cooperative purchasing when beneficial to the city. Bidding may be dispensed when the supplies, equipment or vehicles can be acquired under a valid purchasing contract that has been previously bid by the city or other governmental agency.

Cooperative purchasing is "*Procurement conducted by, or on behalf of, one or more Public Procurement Units*" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

The City of Reedley is a participating member in Sourcewell, formerly the National Joint Powers Alliance, a group founded in 1978, that vets and establishes partnerships with hundreds of national manufacturers and service industries. Schools, other government agencies, and nonprofits who are members of Sourcewell are then able to make purchases from these approved partners, saving them time in the procurement process. Members also save money because of the purchasing scale advantage they gain from being part of the cooperative. The attached NJPA/Sourcewell Contract shows that the generators are priced at 31% below normal list prices from Caterpillar.

FISCAL IMPACT

The costs to purchase and install the generators was included in the FY 2020-21 Adopted Budget as part of the City's Five-Year Capital Improvement Program, therefore no additional appropriations are necessary. The generator for City Hall and the Police Department will be purchased from the General Fund, and Public Safety Sales Tax funds (Fire portion) will be used for the generator replacement at the fire station.

ATTACHMENTS

Generator quotes from Caterpillar, based on the Sourcewell contract
NJPA/Sourcewell Contract



9/15/2020

Quote: 30808465_RV1

Attn: City of Reedley
c/o Russ Robertson
 1733 9th St
 Reedley CA 93654

CAT Sourcewell Contract ID# 120617
City of Reedley Sourcewell Contract ID# 18273

Project Number: **City of Reedley Police**
 Terms: Net 30, See Terms and Condition's below
 F.O.B.: Jobsite, permitting responsibility of others, offloading by others.

We are pleased to submit this quotation for the following quality equipment:

Model: HEAVY DUTY CAT GC C9

Quantity: 1
 Rating: 300kW
 Certification: U.S. EPA Tier 3 Equivalent
 Fuel: DIESEL
 Excitation: PM
 Frequency: 60 Hz
 Voltage: 208 V
 Duty: STANDBY

The following features will be included:

Quantity	Characteristic Name	Feature Description
1	PGS EMISSION CERTIFICATION	EPA STATIONARY EMERGENCY
1	VOLTAGE OPTION	60HZ 208 VOLT (WYE)
1	APPLICATION INDICATOR	STANDBY POWER
1	ENGINE RATING	300ekW, 60Hz, 1800rpm
1	CONFIGURATION	C9 D300GC PGS
1	UL LISTING	UL 2200 LISTED PACKAGE GEN SET
1	SEISMIC CERTIFICATION	IBC SEISMIC CERT OF COMPLIANCE
1	DECAL LANGUAGE	ENGLISH INSTRUCTION LANGUAGE
1	EXTENDED SERVICE COVERAGE	5 YEAR GOLD LEVEL EXTENDED SERVICE COVERAGE.
1	GOVERNOR TYPE	ADEM A4 GOVERNOR
1	MARKET SEGMENT CODES	GENERAL EPG
1	SUB-MARKET SEGMENT CODES	PUBLIC OR CIVIL SERVICES
1	MARKET WORK CODE	STANDBY POWER
1	AUTHORIZED APPROVAL NUMBER	AUTHORIZED APPROVAL NUMBER
1	PERMANENT MAGNET	PERMANENT MAGNET GENERATOR
1	ALTERNATOR	ALT M3115L4 SE DE

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 559-896-4040



1	ALT POWER	FULL POWER
1	BASE TYPE (MOUNTING OPTION)	C9 EXTENDED TANK (24HR) UL142
1	FUEL TANK OPTIONS	5 GALLON SPILL CONTAINMENT
1	LOW FUEL LEVEL ALARM	AUDIO & FUEL ALARM (90% LEVEL)
1	ENCLOSURE	C9 SA LVL 2 (WHITE) w/MUFFLER
1	NFPA110 BUNDLE	NFPA BUNDLE
1	PANEL MOUNTED AUDIBLE ALARM	PANEL MOUNTED AUDIBLE ALARM
1	LOAD CENTER	100A LOAD CENTER
1	GFCI AC RECEPTACLE & WIRING	20A GFCI (CONTROLS SIDE)
1	EMERGENCY STOP	EXTERNAL EMERGENCY STOP
1	BATTERY OPTIONS	1000CCA WET BAT 90A/HR INSTAL
1	BATTERY CHARGERS	BATTERY CHARGER 10 AMP DUAL
1	JACKET WATER HEATER	JACKET WATER HTR (PUMP STYLE)
1	CURRENT TRANSFORMER	1500:5 CT RATIO
1	1ST CIRCUIT BREAKER	1200A SINGLE MANUAL CB LS/I
1	SUSE DECALS	SUSE DECALS & FILMS
1	NEUTRAL BARS	NEUTRAL BAR 1200A W/ DISCONNECT
1	RADIATOR	STANDARD RADIATOR
1	16LIGHT NFPA 99/110 ANNUNCIAT	16LIGHT NFPA 99/110 ANNUNCIAT
1	TESTING - GENERATOR SET	STD TEST - PKG GEN SET 0.8 PF

Dealer provided components and services:

Quantity	Category	Description	Number
1	SRV	C9 - LV 2 STARTUP	C9-LV2ST

Price: USD 64,769.00

Model: CAT ATS

Quantity: 1

Frequency: 60 Hz

Voltage:208 V

The following features will be included:

Quantity	Characteristic Name	Feature Description
1	ATS CONTROLLER	MX00150 CONTROLLER
1	ATS TRANSITION TYPE	OPEN TRANSITION
1	ATS OPERATION TYPE	STANDARD - NO BYPASS
1	ATS ENCLOSURE	NEMA 1 ENCLOSURE
1	ATS AMPERAGE RATING	1200 AMPS
1	ATS VOLTAGE	120/208V, 3 PHASE, 4 WIRE, 60H
1	ATS NUMBER OF POLES	3 POLES
1	ATS MECHANISM TYPE	CONTACTOR
1	PRICING - MX60, MX150	PRICING - MX60, MX150
1	OPTION PACKAGES-CLICK FOR INFO	120VAC MX150 DELUXE EXERCISER

Dealer provided components and services:

Quantity	Category	Description	Number
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1	SRV	ADD'TL ATS STARTUP	ADD'TLATSS
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Price: USD 8,950.00

Total Price: USD 73,719.00

Availability & Lead Times:

- Submittals: Estimated (2-6 Weeks) on receipt and approval of purchase order. (1 electronic copy)
- Equipment: Estimated (10-14 Weeks) for factory build time after submittal approval.
- Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
- Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

** Equipment prices and lead times are subject to change without notice.**

Thank you for the opportunity to quote. We look forward to your valued business.

Sincerely,

George Ayala
 Sales Representative
 Retail Sales
 559-351-9630
 georgeayala@quinnpower.com

Quinn Power Systems

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 10273 S Golden State Blvd
 Selma California 93662
 559-896-4040



Notes and Exceptions:

Accessories and/or modifications

Initial fill of coolant and lube oil

(1 set) Operation & Maintenance manuals (electronic copy) * (*additional sets, at additional cost*)

QPS field work

Delivery to jobsite (*offload/crane service by others*)

Startup Service [*incl. generator inspection, 2hr load bank & 2hr building load test*] ~

Not included

Sales tax

Air, building or construct permits

Offloading/crane service of equipment off delivery truck

Installation, wiring, piping, plumbing or anchoring of equipment

Diesel fuel, initial fill or for testing

Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.

The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) verbal or written request. 2) No specs provided. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.

Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.

Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.

Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.

Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.

Quinn Power Systems

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8/10/2020

Attn: Chief Jerry Isaak,
City of Reedley Sourcewell quote ID# 18273
CAT Sourcewell contract ID# 120617
 559-637-4230, 559-318-6026

Quote: 30793500

Re: Reedley Fire Department Generator Replacement

We are pleased to submit this quotation for the following quality equipment:
 Project Number:
 Terms: Net Cash, See Terms & Conditions' below
 F.O.B.: Jobsite, ***Installation included* Permits not included.**

Model: HEAVY DUTY CAT C4.4L
 Quantity: 1
 Rating: 50kW
 Frequency: 60 Hz
 Voltage: 208 V

The following features will be included:

Quantity	Characteristic Name	Feature Code	Feature Description
1	PGS EMISSION CERTIFICATION	CERTESE_I	EPA STATIONARY EMERGENCY
1	VOLTAGE OPTION	VOP610_I	60Hz 3PH 208/120V VOP610
1	APPLICATION INDICATOR	STANDBY_I	STANDBY POWER
1	ENGINE RATING	KW00050_I	60 Hz, 50 kW
1	CONFIGURATION	NAC232P_I	D50-4LC SCAQMD COMPLIANT (3P)
1	GENSET CONTROLLER LANGUAGE	LANENGC_I	ENGLISH PANEL LANGUAGE
1	UL LISTING	ULLIST_I	UL 2200 LISTED PACKAGE GEN SET
1	SEISMIC CERTIFICATION	IBCSCCA_I	IBC_SEISMIC CERT OF COMPLIANCE
1	DECAL LANGUAGE	LANENGO_I	ENGLISH INSTRUCTION LANGUAGE
1	EXTENDED SERVICE COVERAGE	ESCNONE_I	4 YEAR SOURCEWELL COMPLIMENTARY ESC WARRANTY
1	MARKET SEGMENT CODES	MSEPGGN_I	GENERAL EPG
1	SUB-MARKET SEGMENT CODES	MSCEC77_I	PUBLIC OR CIVIL SERVICES
1	MARKET WORK CODE	MWCODEF_I	STANDBY POWER
1	AUTHORIZED APPROVAL NUMBER	WELL	AUTHORIZED APPROVAL NUMBER
1	ALTERNATOR	OGNSEAM_I	LC3114D 60Hz SE ALT AM
1	VOLTAGE REGULATOR	PMEXCI3_I	PERMANENT MAGNET EXCITATION
1	ALTERNATOR TEMPERATURE RISE	GENT105_I	105C TEMP RISE OVER 40C AMB

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1	BASE TYPE (MOUNTING OPTION)	SKID_I	SKID BASE.
1	ENCLOSURE	ENCWPA1_I	WEATHER PROTECTED ENC WHITE
1	ENCLOSURE DOOR OPTION	PVW2_I	PANEL DOOR W/ VIEWING WINDOW
1	CONTROL PANEL MODEL	EMCP42B_I	EMCP4.2B CONTROL PANEL
1	NFPA110 BUNDLE	NFPA_I	NFPA BUNDLE
1	BATTERY OPTIONS	STDBAT_I	STANDARD BATTERY
1	BATTERY CHARGERS	PBC10NU_I	NFPA BATT CHARGER UL10A 120VAC
1	JACKET WATER HEATER	WHH_I	JACKET WATER HEATER
1	OIL TEMP GAUGE AND SENDER	ML1_I	OIL TEMP GAUGE AND SENDER
1	COOLANT LEVEL SHUTDOWN	WSS1_I	LOW COOLANT LEVEL SHUTDOWN 1
1	VIBRATION ISOLATORS	VIB4_I	SEISMIC VIBRATION ISOLATORS.
1	PANEL MOUNTED AUDIBLE ALARM	PAA1_I	PANEL MOUNTED AUDIBLE ALARM
1	CIRCUIT BREAKER SELECTION	SINGLE_I	SINGLE CIRCUIT BREAKER
1	1ST CIRCUIT BREAKER	CB0222A_I	225A 100% RATED BREAKER
1	SUSE DECALS	SUSEB_I	SUSE BAR & LABEL 125 TO 400A
1	SUSE BAR & LABEL FOR 1ST CB	SUSE1_I	SUSE FOR 1ST BREAKER
1	RADIATOR	STDRAD_I	STANDARD RADIATOR
1	TESTING - GENERATOR SET	STDTEST_I	STD TEST - PKG GEN SET 0.8 PF
1	ATS FRAME SIZE	NOTRQD_I	NOT REQUIRED
1	ATS ENCLOSURE	NOTRQD_I	NOT REQUIRED

Dealer provided components and services:

CAT ATS

QTY.	Feature Code	Feature Description
	MX00150_I	MX00150 CONTROLLER
1	OPENTRA_I	OPEN TRANSITION
1	STANBYP_I	STANDARD - NO BYPASS
1	NEMA03R_I	NEMA 3R ENCLOSURE
1	0200AMP_I	200 AMPS
1	ATS00V4_I	120/208V, 3 PHASE, 4 WIRE, 60H
1	003POLE_I	3 POLES
1	CONTACT_I	CONTACTOR
1	CTG000A03020E	PRICING - MX60, MX150
1	MSTDG02_I	120VAC STANDARD MX150 PACKAGE

Quantity	Category	Description	Number
1	SRV	C1.5-C7.1 - NFPA 110 STARTUP	C1.5-C7.1-1

Quinn Power Systems

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10273 S Golden State Blvd

Selma California 93662

559-896-4040



1	SRV	FUEL CONNECTION/ POLISH	MISCINSTALL
1	SRV	OFF LOAD EQUIPMENT	EQUIPMENT
1	INSTALATION	GENSET INSTALLATION	INSTLL

INSTALLATION SCOPE:

- Furnish labor to install the new 100 amp ATS in the existing generator shed.
- Furnish labor and sub contractor to saw cut and remove A/C waste from existing generator pad out to the main distribution panel.
- Furnish labor and sub contractor to dig an 18"W x 18"D x 135'L trench from existing generator pad out to main distribution panel.
- Furnish and install conduit and wire in new trench for the line and load to new ATS from the existing MDP.
- Furnish labor and sub contractor to back fill and patch A/C in new trench.
- Furnish labor to expand existing generator pad to accommodate dimensions of new generator.
- Furnish and install conduit from new 50 kw generator to the new ATS in existing shed.
- Furnish and install all new conduit, wire, connectors, fittings, supports and terminations for a complete job.
- Install fuel connections, polish fuel in tank and clean existing tank.

Total Price: USD 73,795.00 (PLUS TAX)

Availability & Lead Times:

Submittals: Estimated (2-6 Weeks) on receipt and approval of purchase order. (1 electronic copy)
 Equipment: Estimated (12-14 Weeks) for factory build time after submittal approval.
 Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
 Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

** Equipment prices and lead times are subject to change without notice.**

Thank you for the opportunity to quote. We look forward to your valued business.

Sincerely,

George Ayala
 Sales Representative
 Retail Generator & Industrial Engine Sales
 559-351-9630
 georgeayala@quinnpower.com

Quinn Power Systems

Quinn Power Systems - Fresno
 10273 S Golden State Blvd
 Selma California 93662
 559-896-4040

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120617-CMM

Proposer's full legal name: Cummins Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/INTEGRATION


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-CMM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CUMMINS INC

Authorized Signatory's Title ACCOUNT EXECUTIVE - NATIONAL ACCOUNTS



VENDOR AUTHORIZED SIGNATURE

SRIHARSHA NARRAVULA
(NAME PRINTED OR TYPED)

Executed on 01/31, 2018

NJPA Contract # 120617-CMM

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

Stationary Diesel	List Price Discount
60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
60 HZ, 125 - 175 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "CP GCABR" Caterpillar Price List)	
250 kW	31%
300 kW	31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
450 kW	31%
500 kW	31%
C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)	
550 kW	31%
600 kW	31%
C18, 60 HZ, EPA Tier 4f, - 455 kW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	36%
800 kW	36%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	36%
1250 kW	34%
Caterpillar Confidential Green	
3512C, 60 HZ, 1500 - 1750 kW Diesel	
(EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	

Fire Dept.

City Hall / Police Dept.

(Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	37%
1750 kW	35%
3516C/3516E, 60 HZ, 2000 - 2750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	38%
2750 kW	34%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	30%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%
100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%
175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%
G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%
175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)	
DG175 - 175 kW	26%
DG200 - 200 kW	26%
DG230 - 230 kW	26%
DG250 - 250 kW	26%
DG275 - 275 kW	26%
DG300 - 300 kW	26%
300 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAN" Caterpillar Price List)	
DG350 - 350 kW	26%
DG400 - 400 kW	26%
DG450 - 450 kW	26%
G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	26%
500 kW	26%
G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NL" Caterpillar Price List)	
750 kW	17%
1000 kW	17%
G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection) (Reference the "PSNA-EPG-F_G3516AEPL" Caterpillar Price List)	
All Ratings	17%
Caterpillar: Confidential Green	
G3516C 60 HZ, 1500 kW Natural Gas	

(Reference the "PSNA-EPG-F_G3516CTPL" Caterpillar Price List)	
1500 kW	17%
G3516H 60 HZ, 1966 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3516HNL" Caterpillar Price List)	
1966 kW	17%
G3520H 60 HZ, 2469 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List)	
2469 kW	17%
G3520C 60 HZ, 1600 - 2055 kW Natural Gas	
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%
CG132, CG170, CG260 (custom)	
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.	
Each quote is custom for the specific application.	15%
However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
Mobile Diesel (With Trailers)	
XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)	
200 kW Prime Power	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)	
340 kW Prime Power	23%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)	
455 kW Prime Power	23%
Control Panels, Switchgear, Automatic Transfer Switches	
Switchgear (customizable)	12%
<i>Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a 12% discount off of the configured list price from each member's local dealer.</i>	
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Control Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS NJPA Pricing 11-29-17" Price List)	
235 ATS's Available	20%

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided

Custom Shop Work
Installation
Engineering Services
Delivery/Freight
Training
Custom Enclosure
Custom Fuel Tank
Custom ATS
Dealer Labor
Additional/Custom Parts
General Contracting Labor
Extended Service Contracts
Maintenance Agreements

Sourcewell Member Pricing

5% off list price / typical sale price if no list price is available
5% off list price / typical sale price if no list price is available
5% off list price / typical sale price if no list price is available
5% off list price / typical sale price if no list price is available
5% off list price / typical sale price if no list price is available
5% off list price / typical sale price if no list price is available
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5% off list price / typical sale price if no list price is available
5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Used Equipment Multiplier

Every used product will receive the new product family member discount plus at least a 10% discount

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Rental Agreements Product & Services Multiplier

Sourced Good or Support Service Provided

Rental Agreements

Sourcewell Member Pricing

10% off dealer list price

Electrical Energy Power Generation with Related Parts, Supplies, and Services.



REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: September 22, 2020

TITLE: ADOPT RESOLUTION NO. 2020-077 OF INTENTION TO ANNEX THE FOLLOWING TERRITORY (ANNEXATION NO. 18): APN'S 368-010-74S, 368-332-13, 363-080-41, 370-070-73, 363-220-01, 363-233-33 INTO THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES AND FIXING THE TIME AND PLACE OF PUBLIC HEARING FOR OCTOBER 27, 2020

SUBMITTED: Paul A. Melikian, Assistant City Manager

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council adopt Resolution No. 2020-077, a resolution of intention to annex territory (Annexation No. 18) stating the City Council's intention to annex the following properties: APN'S 368-010-74S, 368-332-13, 363-080-41, 370-070-73, 363-220-01, 363-233-33 into the City's Community Facilities District (CFD) No. 2005-1 and setting the date of the public hearing for October 27, 2020.

EXECUTIVE SUMMARY

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

BACKGROUND

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

To initiate the process for annexation of a territory or territories to a CFD, the Council must approve a Resolution of Intention (ROI) to annex territory to the CFD. The ROI included with this report includes various actions necessary for the annexation to the CFD. The Rate and Method of Apportionment (RMA) referred to in the ROI is as adopted by the Council with the Resolution of Formation 2005-122 and Ordinance 2005-09. Previous property annexations have been completed every year since formation of the CFD.

The areas to be annexed are shown on the attached map, which will be submitted by the City Clerk to

the Fresno County Recorder's office within 15 days of adoption of the Resolution of Intention.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

ATTACHMENTS

1. Resolution 2020-077; Resolution of Intention Annex Territory
2. Annexation No. 18 Map
3. Petition and Written Consents

RESOLUTION NO. 2020-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY OF INTENTION TO ANNEX THE FOLLOWING TERRITORY (ANNEXATION NO. 18): APNS 368-010-74S, 368-332-13, 363-080-41, 370-070-73, 363-220-01, 363-233-33 TO THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES AND FIXING A TIME AND PLACE OF HEARING THEREON

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

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

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

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

Section 2. The name of the existing District is "City of Reedley Community Facilities District No. 2005-1 (Public Services)."

Section 3. The territory included in the existing District is as shown on the map thereof filed in Book 41 of Maps of Assessment and Community Facilities Districts at Page 58 in the office of the County Recorder, County of Fresno, State of California, to which map reference is hereby made. The territory now proposed to be annexed to the District is as shown on the Annexation Map No. 18 of the District, on file with the City Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded said Annexation Map No. 18 of the District, showing the territory to be annexed, in the office of the County Recorder of the County of Fresno within fifteen days after the date of adoption of this Resolution.

Section 4. The types of services to be funded by the District and pursuant to the Act consist of those services (the "Services") described in **Exhibit A** to the Resolution entitled "A Resolution of the City Council of the City of Reedley Declaring Its Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Pursuant to the Mello-Roos Community Facilities Act of 1982," adopted by the Council on September 27, 2005 (the "Resolution of Intention"), which Resolution of Intention is, by this reference, incorporated herein. It is presently intended that the Services will be provided in the existing territory in the District and the territory proposed to be annexed to the District.

Section 5. Except to the extent that funds are otherwise available to the District to pay for the Services, a special tax sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the District (including the property being annexed thereto), will be levied annually within the District and collected in the same manner as ordinary *ad valorem* property taxes, or in such other manner as this Council shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the special tax among the parcels of real property within the District, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the District to estimate the maximum amount such owner will have to pay, are described in **Exhibit B** to the Resolution of Intention.

Section 6. Tuesday, October 27, 2020, at the hour of 7:00 o'clock p.m., or as soon thereafter as possible at the Reedley City Council Chambers, 845 "G" Street, Reedley, California, are hereby appointed and fixed as the time and place and when and where this Council, as legislative body for the District, will conduct a public hearing on this proposed annexation of territory to the District and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the District and the levy of said special tax therein.

Section 7. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the District. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. The notice shall be substantially in the form attached hereto as **Exhibit A-1**.

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

PASSED, APPROVED AND ADOPTED, this 22nd day of September, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank Piñon
Mayor of the City of Reedley

ATTEST:

Sylvia B. Plata, City Clerk

EXHIBIT A-1

NOTICE OF PUBLIC HEARING

City of Reedley
Community Facilities District No. 2005-1
(Public Services)
Annexation No. 18

Notice is hereby given by the City of Reedley (the "City") with respect to its Community Facilities District No. 2005-1 (Public Services) (the "CFD"), that on September 22, 2020, the City Council of the City, as the legislative body for the CFD, adopted a resolution entitled "A Resolution Of The City Council Of The City Of Reedley Of Intention To Annex The Following Territory (Annexation No. 18): APN's 368-010-74S, 368-332-13, 363-080-41, 370-070-73, 363-220-01, 363-233-33 to the City Of Reedley Community Facilities District No. 2005-1 (Public Services) and to Authorize the Levy of Special Taxes and Fixing a Time and Place of Hearing Thereon" the Resolution of Intention. Reference is hereby made to the Resolution of Intention, on file with the City Clerk of the City for further particulars. The following is a summary of the provisions of the Resolution of Intention.

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

Notice is further given that Tuesday, October 27, 2020, at the hour of 7:00 o'clock p.m., in the regular meeting place of the City Council, City of Reedley, 845 "G" Street, Reedley, California, are the time and place when and where the City Council of the City, as the legislative body for the CFD, will conduct a public hearing on the annexation of the territory described in the Resolution of Intention to the CFD and finally consider and determine whether the public convenience and necessity require the annexation of said territory to the CFD and the levy of special taxes therein.

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

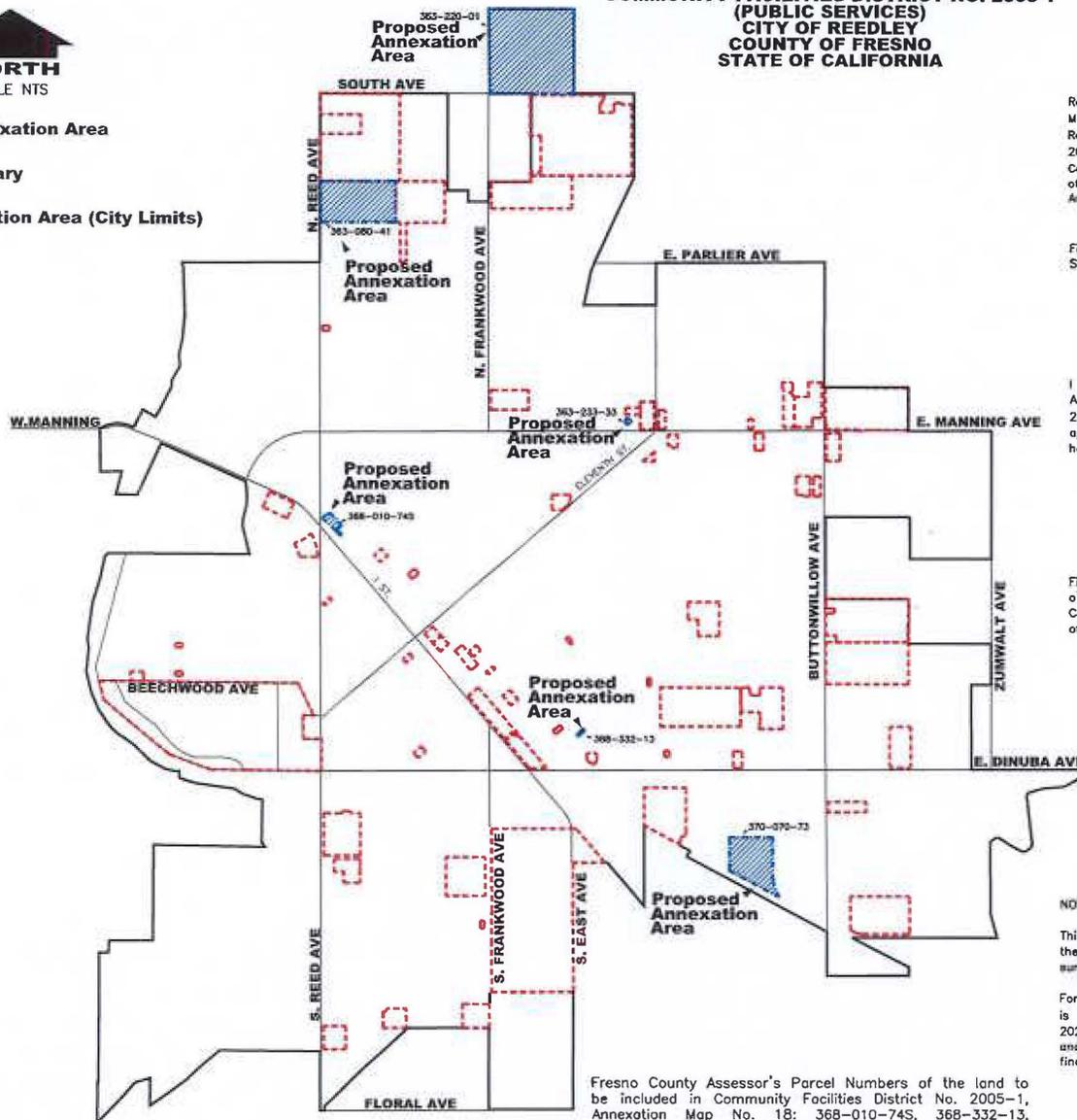
Dated as of _____

By: _____
City Clerk, City of Reedley

**Annexation Map No. 18
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC SERVICES)
CITY OF REEDLEY
COUNTY OF FRESNO
STATE OF CALIFORNIA**



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



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

Filed in the office of the City Clerk of the City of Reedley this 22th day of September, 2020.

By: _____
Sylvia Plata, City Clerk

I hereby certify that the within map showing proposed boundaries of Annexation No. 18 to the City of Reedley Community Facilities District No. 2005-1 (Public Services), County of Fresno, State of California, was approved by the City Council of the City of Reedley, at a meeting thereof, held on the 22th day of September, 2020, by its Resolution No. 2020-077.

By: _____
Sylvia Plata, City Clerk

Filed this _____ day of _____, 2020, at the hour of _____ o'clock _____m., in the Book _____ Page _____ of Maps of Assessment and Community Facilities Districts and as Instrument No. _____ in the office of the County Recorder in the County of Fresno, State of California.

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

NOTE:

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

For a detailed description of the lines and dimension of the lots, reference is made to the Fresno County Assessor's Maps for the fiscal year 2020-2021. For the information on the streets and other appurtenant lines and dimensions within the subdivided area reference is made to the filed final tract maps.

Fresno County Assessor's Parcel Numbers of the land to be included in Community Facilities District No. 2005-1, Annexation Map No. 18: 368-010-743, 368-332-13, 363-080-41, 370-070-73, 363-220-01, and 363-233-33.

Prepared By:
City of Reedley
Engineering Dept
1733 9th Street
Reedley, CA 93654
Phone (559) 637-4200

**PETITION AND WRITTEN CONSENT
(INCLUDING WAIVER)**

**REQUESTING COMMENCEMENT OF PROCEEDINGS UNDER
THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982
TO ANNEX CERTAIN TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC FACILITIES)**

To the Council of the City of Reedley
c/o the City Clerk of the City of Reedley
Reedley City Hall
1717 Ninth Street
Reedley, California 93654

Re: Request to Commence with Proceedings for
Assessor's Parcel Nos. 368-010-74S (Site Plan Review No. 2020-4)

Members of the City Council:

The Council on November 8, 2005 finalized the formation of the City of Reedley Community Facilities District No. 2005-1. This Special Tax is for the sole purpose of funding increasing demands on essential and timely Police, Fire and Park Maintenance services as a direct result of new development within the City. Because of this special tax, Reedley continues to be one of the safest communities in Fresno County. Without this funding source, which is based on direct causes and effects of new development, the level of public safety services will be impacted, response times to emergency situations will be affected and the public's general health will be affected by lack of park maintenance.

The levy of said proposed special tax shall be subject to approval of the qualified electors of the District at a special election. In no event shall the special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method of Apportionment.

The undersigned is the duly owner or authorized representative of the owner of all the territory of real property initiating the commencement of proceedings regarding certain properties, as described on attached Exhibit A and shown by the map in Exhibit B-1 (the "Territory"). The owner, or authorized representative, hereby petitions and requests that you commence proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing with Section 53311, of Part 1, Division 2, Title 5 of the California Government Code) (the "Act") to annex and add all the territory in the Parcel to the real property included within the boundaries of the City's Community Facilities District No. 2005-1 (Public Facilities) ("CFD No. 2005-1).

The owner or authorized representative further petitions and requests that the Council proceed as quickly as possible with all proceedings necessary to accomplish such annexation and levy. In that regard, to the greatest extent allowed by law, **the owner hereby expressly waives all notices,**

procedures and requirements otherwise required under the Act, including without limitation (i) the time limit specified by Section 53326 of the Act, including but not limited to the requirement that the special election be held at least 90 but not more than 180 days following the adoption of the resolution calling the election and any other requirement pertaining to the conduct of the election; (ii) the requirement contained in Section 53327 of the Act for preparation and delivery to voters of an impartial analysis, arguments and rebuttals relating to the proposition submitted at the election; and (iii) any notice requirements relating to the special election, whether contained in the California Government Code, the California Elections Code, the California Streets & Highways Code or elsewhere, and expressly consents to the commencement of proceedings without completion of or compliance with such notices, procedures or requirements. The owner or authorized representative further agrees that the election may be conducted by mailed or personally-delivered ballot, to be returned as promptly as practicable to the office of the City Clerk of the City of Reedley, and that the results of the elections be canvassed and reported to you as promptly as practicable thereafter.

In consideration for the Council conducting the annexation and levy proceedings requested herein, the owner will immediately execute and deliver to the City any documents the City deems necessary to accomplish the annexation and levy proceedings and to further evidence the consent and waivers in this Petition, including but not limited to ballots and receipts for notice.

Also in consideration for the Council conducting such annexation and levy proceedings, the owner will remain the sole owner of all real property in the Parcel and will not transfer title to any such real property to any other person or entity until completion of the proceedings by the City.

Respectfully submitted by:

PROPERTY OWNER(S):

APN 368-010-74S
Educational Employees Credit Union

By: John Gray

Date 8-26-2020

Title: SVP

EXHIBIT A

Legal Description of all Properties Subject to Commencement of Annexation Proceedings

Assessor's Parcel No. 368-010-74S

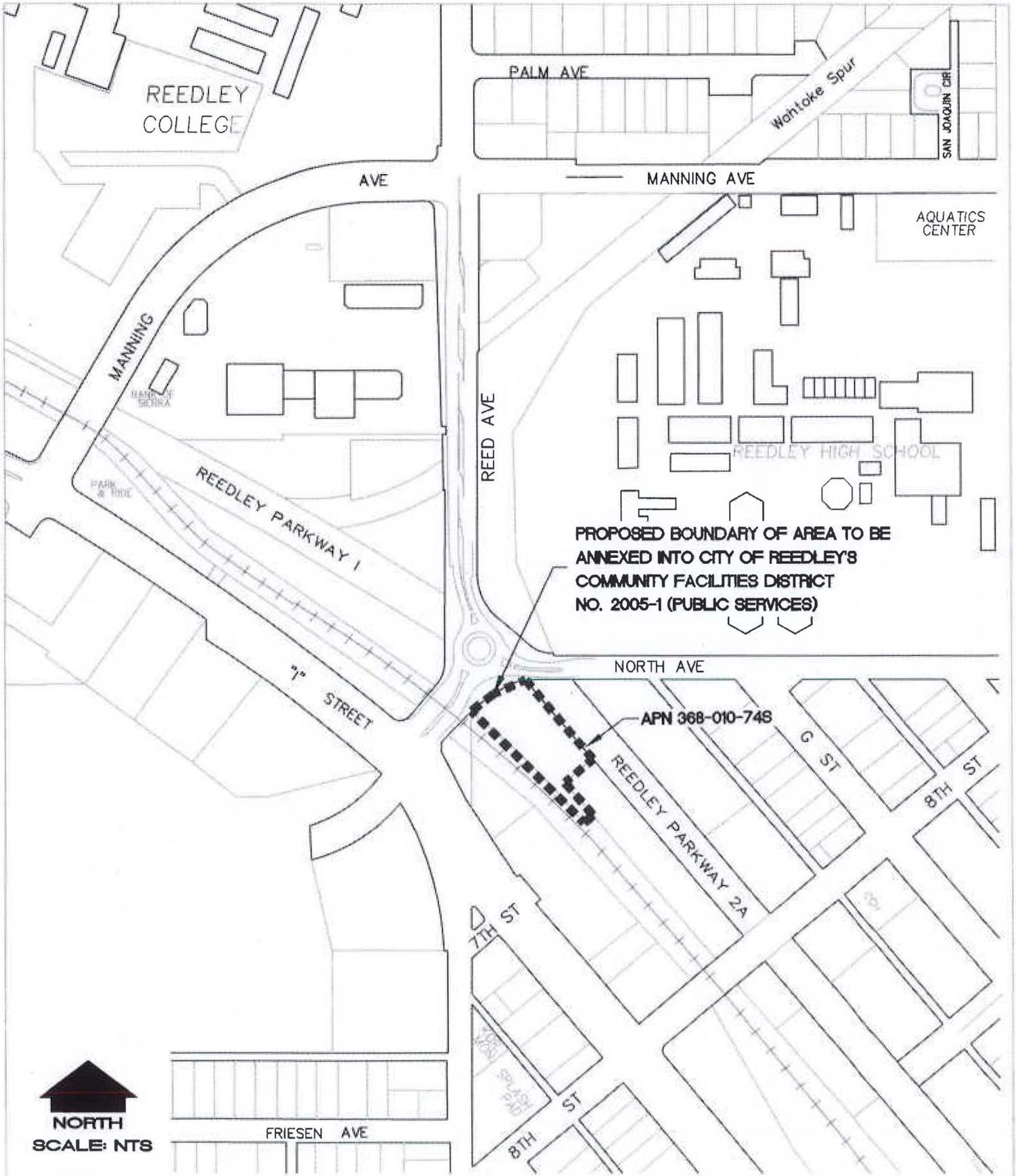
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REEDLEY, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 57 OF THE TOWN (NOW CITY) OF REEDLEY, ACCORDING TO THE MAP THEREOF RECORDED OCTOBER 20, 1881 IN BOOK 5 PAGE 6 OF PLATS, FRESNO COUNTY RECORDS, AND A PORTION OF THE UNION PACIFIC RAILROAD COMPANY'S LAND WITHIN SECTION 27, TOWNSHIP 15 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BLOCK 57 FROM WHICH THE MOST EASTERLY CORNER THEREOF BEARS SOUTH 40°09'41" EAST A DISTANCE OF 110.00 FEET, SAID POINT ALSO LIES AT UNION PACIFIC RAILROAD ENGINEER'S STATION 1884+68/M.P.229.46; THENCE SOUTH 49°50'19" WEST A DISTANCE OF 100.00 FEET; THENCE PARALLEL WITH SAID NORTHEASTERLY LINE OF BLOCK 57, SOUTH 40°09'41" EAST A DISTANCE OF 110.00 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOCK 57; THENCE ALONG SAID SOUTHEASTERLY LINE AND ITS SOUTHWESTERLY PROLONGATION SOUTH 49°50'19" WEST A DISTANCE OF 31.38 FEET TO A POINT WHICH LIES 25.00 FEET PERPENDICULAR TO THE CENTERLINE OF THE UNION PACIFIC RAILROAD MAIN TRACK; THENCE NORTHWESTERLY PARALLEL WITH AND 25.00 FEET NORTHEASTERLY OF SAID CENTERLINE A DISTANCE OF 404.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 494.00 FEET A RADIAL LINE TO WHICH BEARS NORTH 38°33'39" WEST; THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 03°53'15" AN ARC DISTANCE OF 33.52 FEET; THENCE NORTH 55°19' 36" EAST A DISTANCE OF 82.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 124.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°14'57" AN ARC DISTANCE OF 52.48 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK 57; THENCE ALONG SAID EASTERLY LINE, NON-TANGENT TO THE LAST DESCRIBED CURVE, SOUTH 40°09'41" EAST A DISTANCE OF 267.28 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY AND MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RESERVED IN THE DEED RECORDED NOVEMBER 30, 2004 AS DOCUMENT NO. 2004-0267245, OFFICIAL RECORDS.

END OF DESCRIPTION



CITY OF REEDLEY
 COMMUNITY DEVELOPMENT DEPARTMENT
 1733 NINTH STREET
 REEDLEY, CA 93654
 PHONE (559)637-4200

EXHIBIT 'B'-1

DIAGRAM OF APN 368-010-74S
 SPR 2020-4
 COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

DATE: JULY 23, 2020 DRWN BY: SR

**PETITION AND WRITTEN CONSENT
(INCLUDING WAIVER)**

**REQUESTING COMMENCEMENT OF PROCEEDINGS UNDER
THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982
TO ANNEX CERTAIN TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC FACILITIES)**

To the Council of the City of Reedley
c/o the City Clerk of the City of Reedley
Reedley City Hall
1717 Ninth Street
Reedley, California 93654

Re: Request to Commence with Proceedings for
Assessor's Parcel Nos. 368-332-13 (Site Plan Review No. 2020-3)

Members of the City Council:

The Council on November 8, 2005 finalized the formation of the City of Reedley Community Facilities District No. 2005-1. This Special Tax is for the sole purpose of funding increasing demands on essential and timely Police, Fire and Park Maintenance services as a direct result of new development within the City. Because of this special tax, Reedley continues to be one of the safest communities in Fresno County. Without this funding source, which is based on direct causes and effects of new development, the level of public safety services will be impacted, response times to emergency situations will be affected and the public's general health will be affected by lack of park maintenance.

The levy of said proposed special tax shall be subject to approval of the qualified electors of the District at a special election. In no event shall the special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method of Apportionment.

The undersigned is the duly owner or authorized representative of the owner of all the territory of real property initiating the commencement of proceedings regarding certain properties, as described on attached Exhibit A and shown by the map in Exhibit B-1 (the "Territory"). The owner, or authorized representative, hereby petitions and requests that you commence proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing with Section 53311, of Part 1, Division 2, Title 5 of the California Government Code) (the "Act") to annex and add all the territory in the Parcel to the real property included within the boundaries of the City's Community Facilities District No. 2005-1 (Public Facilities) ("CFD No. 2005-1).

The owner or authorized representative further petitions and requests that the Council proceed as quickly as possible with all proceedings necessary to accomplish such annexation and levy. In that

regard, to the greatest extent allowed by law, the owner hereby expressly waives all notices, procedures and requirements otherwise required under the Act, including without limitation (i) the time limit specified by Section 53326 of the Act, including but not limited to the requirement that the special election be held at least 90 but not more than 180 days following the adoption of the resolution calling the election and any other requirement pertaining to the conduct of the election; (ii) the requirement contained in Section 53327 of the Act for preparation and delivery to voters of an impartial analysis, arguments and rebuttals relating to the proposition submitted at the election; and (iii) any notice requirements relating to the special election, whether contained in the California Government Code, the California Elections Code, the California Streets & Highways Code or elsewhere, and expressly consents to the commencement of proceedings without completion of or compliance with such notices, procedures or requirements. The owner or authorized representative further agrees that the election may be conducted by mailed or personally-delivered ballot, to be returned as promptly as practicable to the office of the City Clerk of the City of Reedley, and that the results of the elections be canvassed and reported to you as promptly as practicable thereafter.

In consideration for the Council conducting the annexation and levy proceedings requested herein, the owner will immediately execute and deliver to the City any documents the City deems necessary to accomplish the annexation and levy proceedings and to further evidence the consent and waivers in this Petition, including but not limited to ballots and receipts for notice.

Also in consideration for the Council conducting such annexation and levy proceedings, the owner will remain the sole owner of all real property in the Parcel and will not transfer title to any such real property to any other person or entity until completion of the proceedings by the City.

Respectfully submitted by:

PROPERTY OWNER(S):

APN 368-332-13

Manuel Ortega and Mollie Ortega, husband and wife, as joint tenants

By: 
Manuel Ortega, Owner

Date 7-14-20

By: 
Mollie Ortega, Owner

Date 7-14-20

EXHIBIT A

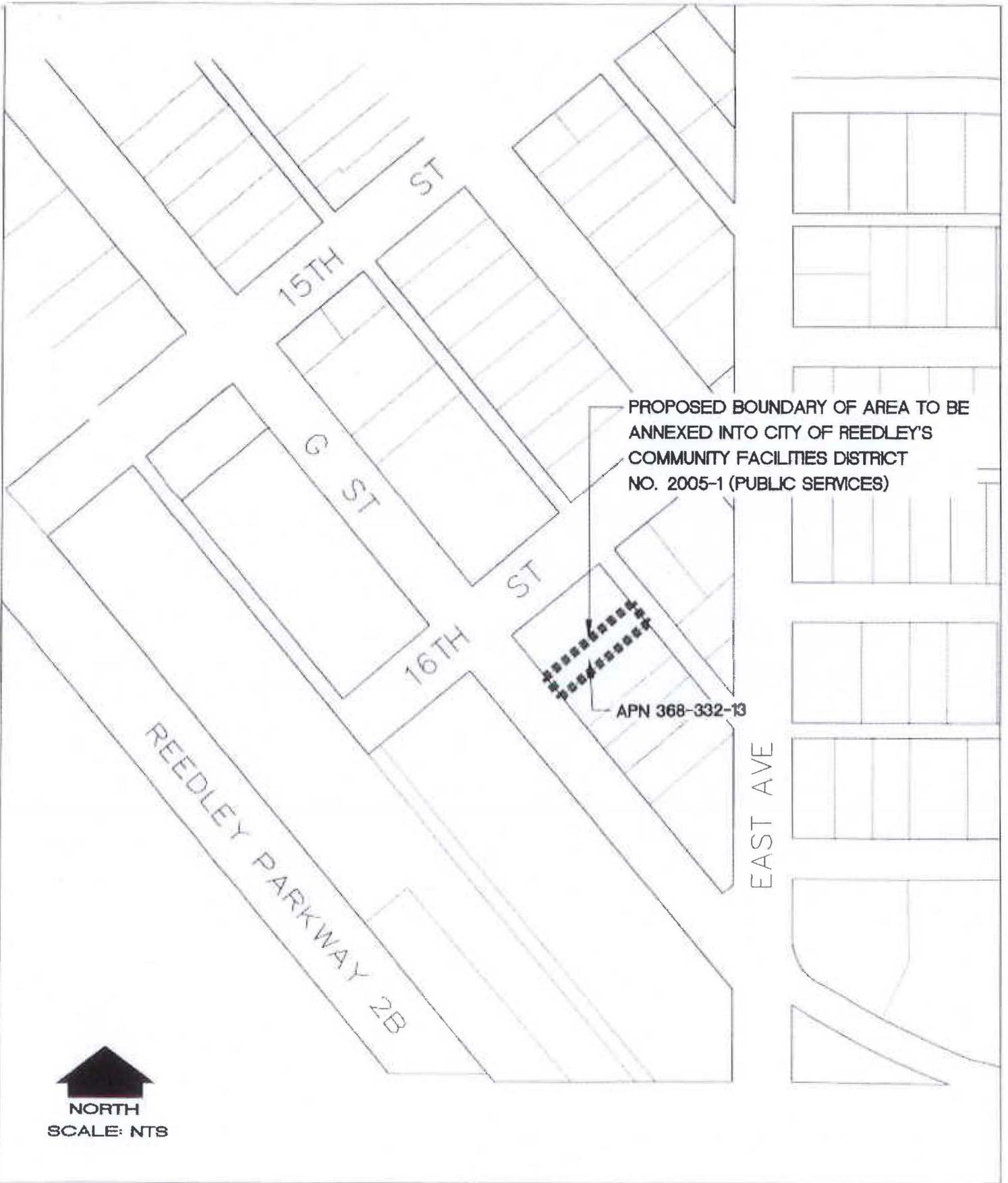
Legal Description of all Properties Subject to Commencement of Annexation Proceedings

Assessor's Parcel No. 368-332-13

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF FRESNO, CITY OF REEDLEY. AND IS DESCRIBED AS FOLLOWS:

Lot 29 and the Southeasterly 6.7 feet of Lot 30 in Block 43 of the Town (now City) of Reedley, according to the map thereof recorded in Book 5 Page 6 of Plats, Fresno County Records.

END OF DESCRIPTION



CITY OF REEDLEY
 COMMUNITY DEVELOPMENT DEPARTMENT
 1733 NINTH STREET
 REEDLEY, CA 93654
 PHONE (559)637-4200

EXHIBIT 'B'-1
 DIAGRAM OF APN 368-332-13
 SPR 2020-3
 COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

DATE: JUNE 16, 2020	DRWN BY: SR
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**PETITION AND WRITTEN CONSENT
(INCLUDING WAIVER)**

**REQUESTING COMMENCEMENT OF PROCEEDINGS UNDER
THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982
TO ANNEX CERTAIN TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC FACILITIES)**

To the Council of the City of Reedley
c/o the City Clerk of the City of Reedley
Reedley City Hall
1717 Ninth Street
Reedley, California 93654

Re: Request to Commence with Proceedings for
Assessor's Parcel No. 363-080-41 (VTSM No. 6196 Phase 2)

Members of the City Council:

The Council on November 8, 2005 finalized the formation of the City of Reedley Community Facilities District No. 2005-1. This Special Tax is for the sole purpose of funding increasing demands on essential and timely Police, Fire and Park Maintenance services as a direct result of new development within the City. Because of this special tax, Reedley continues to be one of the safest communities in Fresno County. Without this funding source, which is based on direct causes and effects of new development, the level of public safety services will be impacted, response times to emergency situations will be affected and the public's general health will be affected by lack of park maintenance.

The levy of said proposed special tax shall be subject to approval of the qualified electors of the District at a special election. In no event shall the special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method of Apportionment.

The undersigned is the duly owner or authorized representative of the owner of all the territory of real property initiating the commencement of proceedings regarding certain properties, as described on attached Exhibit A and shown by the map in Exhibit B (the "Territory"). The owner, or authorized representative, hereby petitions and requests that you commence proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing with Section 53311, of Part 1, Division 2, Title 5 of the California Government Code) (the "Act") to annex and add all the territory in the Parcel to the real property included within the boundaries of the City's Community Facilities District No. 2005-1 (Public Facilities) ("CFD No. 2005-1).

The owner or authorized representative further petitions and requests that the Council proceed as quickly as possible with all proceedings necessary to accomplish such annexation and levy. In that regard, to the greatest extent allowed by law, **the owner hereby expressly waives all notices,**

procedures and requirements otherwise required under the Act, including without limitation (i) the time limit specified by Section 53326 of the Act, including but not limited to the requirement that the special election be held at least 90 but not more than 180 days following the adoption of the resolution calling the election and any other requirement pertaining to the conduct of the election; (ii) the requirement contained in Section 53327 of the Act for preparation and delivery to voters of an impartial analysis, arguments and rebuttals relating to the proposition submitted at the election; and (iii) any notice requirements relating to the special election, whether contained in the California Government Code, the California Elections Code, the California Streets & Highways Code or elsewhere, and expressly consents to the commencement of proceedings without completion of or compliance with such notices, procedures or requirements. The owner or authorized representative further agrees that the election may be conducted by mailed or personally-delivered ballot, to be returned as promptly as practicable to the office of the City Clerk of the City of Reedley, and that the results of the elections be canvassed and reported to you as promptly as practicable thereafter.

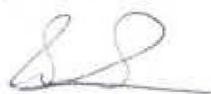
In consideration for the Council conducting the annexation and levy proceedings requested herein, the owner will immediately execute and deliver to the City any documents the City deems necessary to accomplish the annexation and levy proceedings and to further evidence the consent and waivers in this Petition, including but not limited to ballots and receipts for notice.

Also in consideration for the Council conducting such annexation and levy proceedings, the owner will remain the sole owner of all real property in the Parcel and will not transfer title to any such real property to any other person or entity until completion of the proceedings by the City.

Respectfully submitted by:

PROPERTY OWNER:

DR Horton CA3, Inc.,
a California Corporation

By: 

Steve Earl, VP of Operations

Date: 09/02/2020

EXHIBIT A
LEGAL DESCRIPTION

The land referred to is situated in the County of Fresno, City of Reedley, State of California, and is described as follows:

Adjusted Parcel B of Lot Line Adjustment No. 2018-2, according to that certain document recorded September 28, 2018 as Document No. 2018-0118790, Fresno County Records, and as per Grant Deed recorded October 12, 2018 as Document No. 2018-0125468, Fresno County Records, and as per that certain "Certificate of Compliance" recorded October 23, 2018 as Document No. 2018-0129350, Fresno County Records, and more particularly described as follows:

Lot 8 of Merritt Colony, in the County of Fresno, State of California, according to the Map thereof recorded in Book 3 Page 24 of Record of Surveys, in the Office of the County Recorder of said County.

EXCEPTING therefrom that portion of Lot 8 of said Merritt Colony described as follows:

Beginning at the Northeast corner of said Lot 8 of said Merritt Colony; thence North $89^{\circ}44'20''$ West along the North line of said Lot 8 of said Merritt Colony, a distance of 72.22 feet; thence South $00^{\circ}06'55''$ East, a distance of 660.91 feet to the South line of said Lot 8; thence South $89^{\circ}44'31''$ East, a distance of 71.71 feet to the intersection with the East line of said Lot 8; thence North $00^{\circ}04'16''$ West along said East line, a distance of 660.90 feet to the point of beginning.

APN: 363-080-41

City Limits

City Limits

PROPOSED BOUNDARY OF AREA TO BE ANNEXED INTO CITY OF REEDLEY'S COMMUNITY FACILITIES DISTRICT NO. 2005-1

APN 363-080-41

ADJUSTED PARCEL 3

1357 SQ FT

REEDLEY AVE

REVERVIEW AVE

HOPE AVE

KEVIN AV

COLTON AV

WILLOW TRAIL

ASHEN DR

ACACIA DR

MUDLER AVE

N. PARKER AVE



NORTH
SCALE: NTS

CITY OF REEDLEY
COMMUNITY FACILITIES DISTRICT NO. 2005-1
REEDLEY, CA 95368

EXHIBIT 'B'-1

363-080-41

MAP OF THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1
SHOWING THE PROPOSED BOUNDARY OF THE AREA TO BE ANNEXED INTO THE CITY OF REEDLEY'S COMMUNITY FACILITIES DISTRICT NO. 2005-1
DATE: MAY 11, 2015

**PETITION AND WRITTEN CONSENT
(INCLUDING WAIVER)**

**REQUESTING COMMENCEMENT OF PROCEEDINGS UNDER
THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982
TO ANNEX CERTAIN TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC FACILITIES)**

To the Council of the City of Reedley
c/o the City Clerk of the City of Reedley
Reedley City Hall
1717 Ninth Street
Reedley, California 93654

Re: Request to Commence with Proceedings for
Assessor's Parcel No. 370-070-73 (Site Plan Review Application No. 2019-2)

Members of the City Council:

The Council on November 8, 2005 finalized the formation of the City of Reedley Community Facilities District No. 2005-1. This Special Tax is for the sole purpose of funding increasing demands on essential and timely Police, Fire and Park Maintenance services as a direct result of new development within the City. Because of this special tax, Reedley continues to be one of the safest communities in Fresno County. Without this funding source, which is based on direct causes and effects of new development, the level of public safety services will be impacted, response times to emergency situations will be affected and the public's general health will be affected by lack of park maintenance.

The levy of said proposed special tax shall be subject to approval of the qualified electors of the District at a special election. In no event shall the special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method of Apportionment.

The undersigned is the duly owner or authorized representative of the owner of all the territory of real property initiating the commencement of proceedings regarding certain properties, as described on attached Exhibit A and shown by the map in Exhibit B-1 (the "Territory"). The owner, or authorized representative, hereby petitions and requests that you commence proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing with Section 53311, of Part 1, Division 2, Title 5 of the California Government Code) (the "Act") to annex and add all the territory in the Parcel to the real property included within the boundaries of the City's Community Facilities District No. 2005-1 (Public Facilities) ("CFD No. 2005-1).

The owner or authorized representative further petitions and requests that the Council proceed as quickly as possible with all proceedings necessary to accomplish such annexation and levy. In that regard, to the greatest extent allowed by law, **the owner hereby expressly waives all notices,**

procedures and requirements otherwise required under the Act, including without limitation (i) the time limit specified by Section 53326 of the Act, including but not limited to the requirement that the special election be held at least 90 but not more than 180 days following the adoption of the resolution calling the election and any other requirement pertaining to the conduct of the election; (ii) the requirement contained in Section 53327 of the Act for preparation and delivery to voters of an impartial analysis, arguments and rebuttals relating to the proposition submitted at the election; and (iii) any notice requirements relating to the special election, whether contained in the California Government Code, the California Elections Code, the California Streets & Highways Code or elsewhere, and expressly consents to the commencement of proceedings without completion of or compliance with such notices, procedures or requirements. The owner or authorized representative further agrees that the election may be conducted by mailed or personally-delivered ballot, to be returned as promptly as practicable to the office of the City Clerk of the City of Reedley, and that the results of the elections be canvassed and reported to you as promptly as practicable thereafter.

In consideration for the Council conducting the annexation and levy proceedings requested herein, the owner will immediately execute and deliver to the City any documents the City deems necessary to accomplish the annexation and levy proceedings and to further evidence the consent and waivers in this Petition, including but not limited to ballots and receipts for notice.

Also in consideration for the Council conducting such annexation and levy proceedings, the owner will remain the sole owner of all real property in the Parcel and will not transfer title to any such real property to any other person or entity until completion of the proceedings by the City.

Respectfully submitted by:

PROPERTY OWNER(S):

APN 370-070-73
F & H Cold Storage, LLC
A California Limited Liability Corporation

By: 
John Carl Forry, Manager

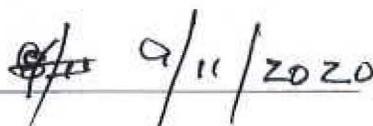
Date: 
9/11/2020

EXHIBIT A
LEGAL DESCRIPTION

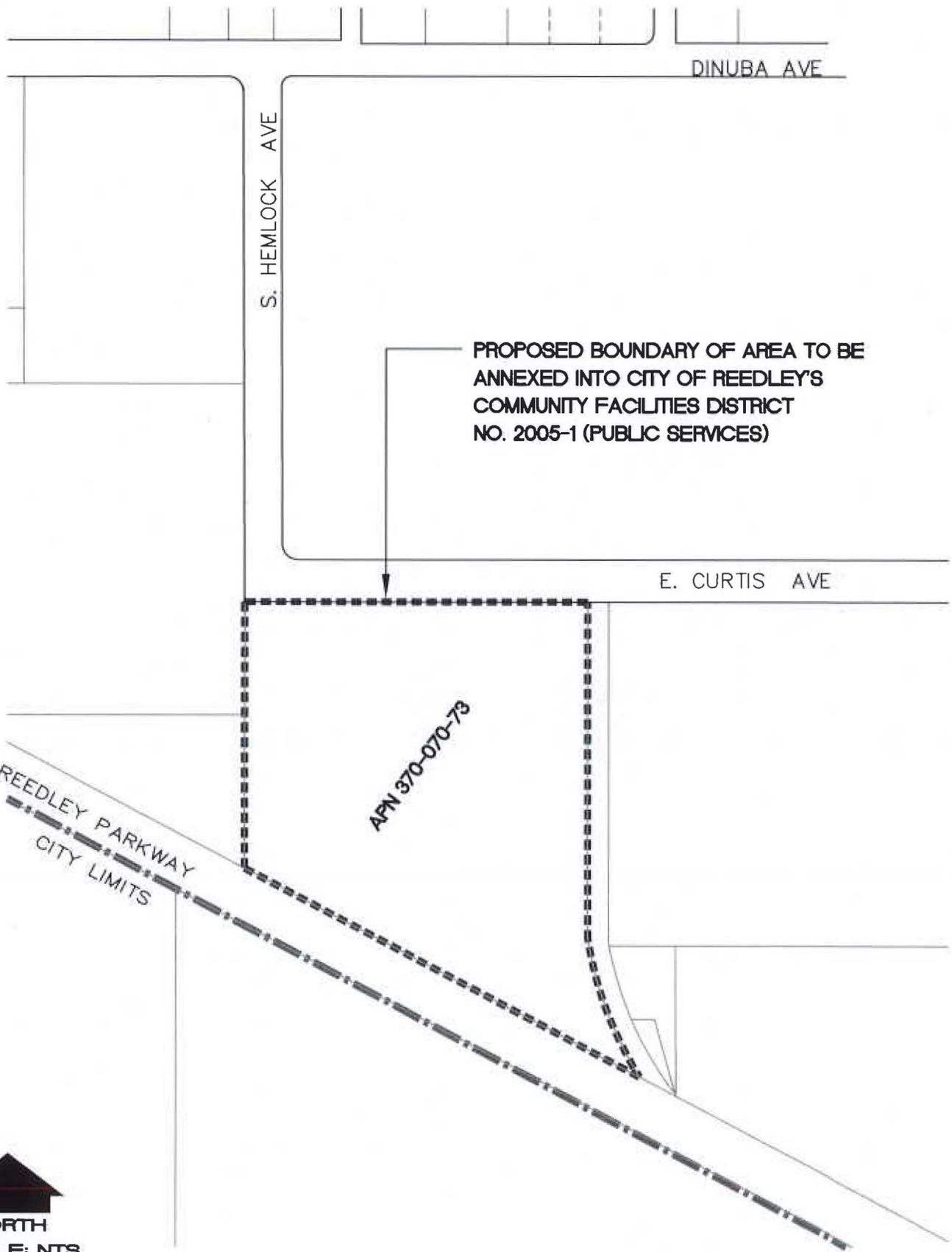
APN 370-070-73

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REEDLEY, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL B AS SHOWN ON PARCEL MAP, DIVISION OF LAND NO. 79, RECORDED OCTOBER 13, 1976, IN BOOK 22, PAGE 16 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM METES AND BOUNDS DESCRIPTION OF THE EAST 40 FEET OF PARCEL "B" OF DIVISION OF LAND NO. 79, IN THE CITY OF REEDLEY, CALIFORNIA AS PER MAP RECORDED IN BOOK 22, PAGE 16 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

BEGINNING AT THE NORTHEAST CORNER OF PARCEL "B" OF DIVISION OF LAND NO. 79 AS PER MAP RECORDED IN BOOK 22 AT PAGE 16 OF PARCEL MAPS, FRESNO COUNTY RECORD, THENCE SOUTH (BEARING BASED ON SAID MAP) ALONG THE EAST LINE OF SAID PARCEL "B" A DISTANCE OF 621.20 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE TANGENT TO THE PRECEDING COURSE, CONCAVE EASTERLY AND HAVING A RADIUS OF 505.84 FEET, THROUGH A CENTRAL ANGLE OF 42° 23' 07", A DISTANCE OF 374.20 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY'S 100 FOOT WIDE PROPERTY; THENCE NORTH 62° 14' 00" WEST ALONG SAID NORTHEASTERLY LINE, 95.77 FEET TO A POINT IN THE ARC OF A CURVE CONCENTRIC WITH AND DISTANT SOUTHWESTERLY 40.00 FEET MEASURED RADIALLY FROM THE HEREIN ABOVE DESCRIBED CURVE; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CONCENTRIC CURVE FROM WHENCE A RADIAL BEARS NORTH 57° 06' 52" EAST CONCAVE EASTERLY AND HAVING A RADIUS OF 545.84 FEET THROUGH A CENTRAL ANGLE OF 32° 53' 08", A DISTANCE OF 313.29 FEET TO THE POINT OF TANGENCY IN A LINE PARALLEL WITH AND DISTANT WESTERLY 40.00 FEET MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE OF SAID PARCEL "B", THENCE NORTH ALONG LAST SAID PARALLEL LINE 621.36 FEET TO A POINT IN THE NORTH LINE OF SAID PARCEL "B"; THENCE SOUTH 89° 46' 30" EAST ALONG SAID NORTH LINE 40.00 FEET TO THE POINT OF BEGINNING, AS GRANTED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN DEED RECORDED AUGUST 11, 1980 AS DOCUMENT NO. 74475, OF OFFICIAL RECORDS.



CITY OF REEDLEY
 COMMUNITY DEVELOPMENT DEPARTMENT
 1733 NINTH STREET
 REEDLEY, CA 93654
 PHONE (559)637-4200

EXHIBIT 'B'-1

DIAGRAM OF APN 370-070-73
 SPR 2019-2
 COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

DATE: JUNE 13, 2019

DRWN BY: LT

SHEET NO. 1 OF 1

**PETITION AND WRITTEN CONSENT
(INCLUDING WAIVER)**

**REQUESTING COMMENCEMENT OF PROCEEDINGS UNDER
THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982
TO ANNEX CERTAIN TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC FACILITIES)**

To the Council of the City of Reedley
c/o the City Clerk of the City of Reedley
Reedley City Hall
1717 Ninth Street
Reedley, California 93654

**Re: Request to Commence with Proceedings for
Assessor's Parcel No. 363-220-01 (TSM No. 6178 and TPM 2019-1)**

Members of the City Council:

The Council on November 8, 2005 finalized the formation of the City of Reedley Community Facilities District No. 2005-1. This Special Tax is for the sole purpose of funding increasing demands on essential and timely Police, Fire and Park Maintenance services as a direct result of new development within the City. Because of this special tax, Reedley continues to be one of the safest communities in Fresno County. Without this funding source, which is based on direct causes and effects of new development, the level of public safety services will be impacted, response times to emergency situations will be affected and the public's general health will be affected by lack of park maintenance.

The levy of said proposed special tax shall be subject to approval of the qualified electors of the District at a special election. In no event shall the special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method of Apportionment.

The undersigned is the duly owner or authorized representative of the owner of all the territory of real property initiating the commencement of proceedings regarding certain properties, as described on attached Exhibit A and shown by the map in Exhibit B (the "Territory"). The owner, or authorized representative, hereby petitions and requests that you commence proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing with Section 53311, of Part 1, Division 2, Title 5 of the California Government Code) (the "Act") to annex and add all the territory in the Parcel to the real property included within the boundaries of the City's Community Facilities District No. 2005-1 (Public Facilities) ("CFD No. 2005-1).

The owner or authorized representative further petitions and requests that the Council proceed as quickly as possible with all proceedings necessary to accomplish such annexation and levy. In that regard, to the greatest extent allowed by law, the owner hereby expressly waives all notices,

procedures and requirements otherwise required under the Act, including without limitation (i) the time limit specified by Section 53326 of the Act, including but not limited to the requirement that the special election be held at least 90 but not more than 180 days following the adoption of the resolution calling the election and any other requirement pertaining to the conduct of the election; (ii) the requirement contained in Section 53327 of the Act for preparation and delivery to voters of an impartial analysis, arguments and rebuttals relating to the proposition submitted at the election; and (iii) any notice requirements relating to the special election, whether contained in the California Government Code, the California Elections Code, the California Streets & Highways Code or elsewhere, and expressly consents to the commencement of proceedings without completion of or compliance with such notices, procedures or requirements. The owner or authorized representative further agrees that the election may be conducted by mailed or personally-delivered ballot, to be returned as promptly as practicable to the office of the City Clerk of the City of Reedley, and that the results of the elections be canvassed and reported to you as promptly as practicable thereafter.

In consideration for the Council conducting the annexation and levy proceedings requested herein, the owner will immediately execute and deliver to the City any documents the City deems necessary to accomplish the annexation and levy proceedings and to further evidence the consent and waivers in this Petition, including but not limited to ballots and receipts for notice.

Also in consideration for the Council conducting such annexation and levy proceedings, the owner will remain the sole owner of all real property in the Parcel and will not transfer title to any such real property to any other person or entity until completion of the proceedings by the City.

Respectfully submitted by:

PROPERTY OWNER:

Shannon Ford LLC

Signature

Date

Print Name

Title

EXHIBIT A

Legal Description

For APN/Parcel ID(s): 363-220-01

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS

PROPOSED BOUNDARY OF AREA TO BE ANNEXED INTO CITY OF REEDLEY
COMMUNITY FACILITIES DISTRICT NO. 2005-1

APN 383-220-01



CITY OF REEDLEY
COMMUNITY DEVELOPMENT DEPARTMENT
1733 NINTH STREET
REEDLEY, CA 93654
PHONE (559)637-4200

EXHIBIT W-1
DIAGRAM OF APN 383-220-01
TTM 617B AND TPM 2019-1 (FRANKWOOD COMMONS)
COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

DATE: FEBRUARY 14, 2002 DRAWN BY: SR SHEET NO. 1 OF 1

**PETITION AND WRITTEN CONSENT
(INCLUDING WAIVER)**

**REQUESTING COMMENCEMENT OF PROCEEDINGS UNDER
THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982
TO ANNEX CERTAIN TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(PUBLIC FACILITIES)**

To the Council of the City of Reedley
c/o the City Clerk of the City of Reedley
Reedley City Hall
1717 Ninth Street
Reedley, California 93654

Re: Request to Commence with Proceedings for
Assessor's Parcel Nos. 363-233-33 (Site Plan Review No. 2020-6)

Members of the City Council:

The Council on November 8, 2005 finalized the formation of the City of Reedley Community Facilities District No. 2005-1. This Special Tax is for the sole purpose of funding increasing demands on essential and timely Police, Fire and Park Maintenance services as a direct result of new development within the City. Because of this special tax, Reedley continues to be one of the safest communities in Fresno County. Without this funding source, which is based on direct causes and effects of new development, the level of public safety services will be impacted, response times to emergency situations will be affected and the public's general health will be affected by lack of park maintenance.

The levy of said proposed special tax shall be subject to approval of the qualified electors of the District at a special election. In no event shall the special taxes be levied on any parcel within the District in excess of the maximum tax specified in the Rate and Method of Apportionment.

The undersigned is the duly owner or authorized representative of the owner of all the territory of real property initiating the commencement of proceedings regarding certain properties, as described on attached Exhibit A and shown by the map in Exhibit B-1 (the "Territory"). The owner, or authorized representative, hereby petitions and requests that you commence proceedings pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing with Section 53311, of Part 1, Division 2, Title 5 of the California Government Code) (the "Act") to annex and add all the territory in the Parcel to the real property included within the boundaries of the City's Community Facilities District No. 2005-1 (Public Facilities) ("CFD No. 2005-1").

The owner or authorized representative further petitions and requests that the Council proceed as quickly as possible with all proceedings necessary to accomplish such annexation and levy. In that

regard, to the greatest extent allowed by law, the owner hereby expressly waives all notices, procedures and requirements otherwise required under the Act, including without limitation (i) the time limit specified by Section 53326 of the Act, including but not limited to the requirement that the special election be held at least 90 but not more than 180 days following the adoption of the resolution calling the election and any other requirement pertaining to the conduct of the election; (ii) the requirement contained in Section 53327 of the Act for preparation and delivery to voters of an impartial analysis, arguments and rebuttals relating to the proposition submitted at the election; and (iii) any notice requirements relating to the special election, whether contained in the California Government Code, the California Elections Code, the California Streets & Highways Code or elsewhere, and expressly consents to the commencement of proceedings without completion of or compliance with such notices, procedures or requirements. The owner or authorized representative further agrees that the election may be conducted by mailed or personally-delivered ballot, to be returned as promptly as practicable to the office of the City Clerk of the City of Reedley, and that the results of the elections be canvassed and reported to you as promptly as practicable thereafter.

In consideration for the Council conducting the annexation and levy proceedings requested herein, the owner will immediately execute and deliver to the City any documents the City deems necessary to accomplish the annexation and levy proceedings and to further evidence the consent and waivers in this Petition, including but not limited to ballots and receipts for notice.

Also in consideration for the Council conducting such annexation and levy proceedings, the owner will remain the sole owner of all real property in the Parcel and will not transfer title to any such real property to any other person or entity until completion of the proceedings by the City.

Respectfully submitted by:

PROPERTY OWNER(S):

APN 363-233-33
MHAA, Inc., a California Corporation

By: Hemant Dhyse Date 8/31/2020

Print Name: Hemant Dhyse

Title President

EXHIBIT A

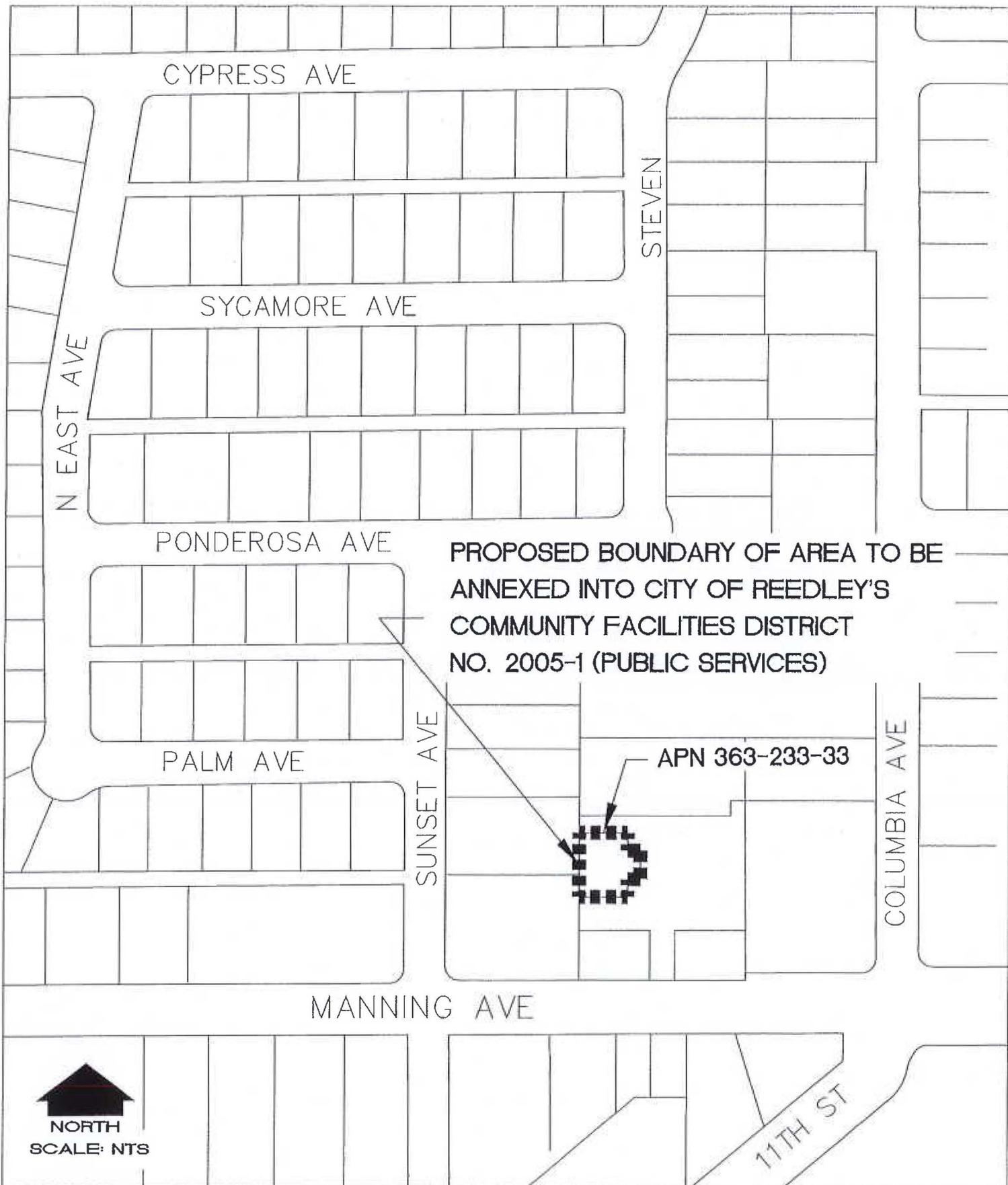
Legal Description of all Properties Subject to Commencement of Annexation Proceedings

Assessor's Parcel No. 363-233-33

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF FRESNO, CITY OF REEDLEY, AND IS DESCRIBED AS FOLLOWS:

Lot 3 of Tract No. 4890, in the City of Reedley, County of Fresno, State of California, as per map recorded February 20, 2002 in volume 65 of Plats at Page 67, in the office of the County Recorder of said County.

END OF DESCRIPTION



PROPOSED BOUNDARY OF AREA TO BE ANNEXED INTO CITY OF REEDLEY'S COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

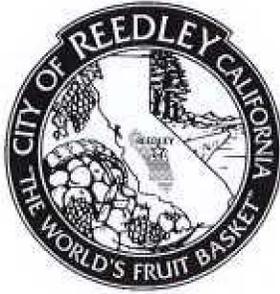
APN 363-233-33



CITY OF REEDLEY
 COMMUNITY DEVELOPMENT DEPARTMENT
 1733 NINTH STREET
 REEDLEY, CA 93654
 PHONE (559)637-4200

EXHIBIT 'B'-1
 DIAGRAM OF APN 363-233-33
 SPR 2020-6
 COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

DATE: JULY 30, 2020 DRWN BY: SR



REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: September 22, 2020

TITLE: ADOPT RESOLUTION NO. 2020-081 GRANTING AUTHORITY TO THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SJ CONSTRUCTION MANAGEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MANNING AVENUE IMPROVEMENTS PHASE 1 PROJECT

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

APPROVED: Nicole Zieba 
City Manager

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2020-081 granting the City Manager or her designee to enter into a professional services agreement with SJ Construction Management for construction management services for the Manning Avenue Improvements Phase 1 Project.

EXECUTIVE SUMMARY

The Manning Avenue Improvements Phase 1 project is the first phase of a three phase multi-million dollar project. The project will include pavement rehabilitation, water main replacement and sewer main rehabilitation from the railroad tracks to Frankwood Avenue. The project will also install curb, gutter, sidewalk, curb ramps, driveway approaches and median islands as needed throughout the project limits. The construction manager will oversee the daily construction activities and ensure that the project is constructed as seamlessly as possible with as minimal impact to residents, businesses, and schools as possible. They will also be responsible to ensure compliance with all federal funding requirements and providing materials testing and construction surveying via sub-consultants.

The City requested proposals for construction management services from consulting firms and received a response from three interested firms. The proposals received were reviewed by various staff members and SJ Construction Management was selected to perform the construction management services for a fee to be administered on a time and materials basis not

to exceed \$390,391.60. Staff is requesting an additional 10% contingency of \$39,039.16, to bring the total appropriation request to \$429,430.76

BACKGROUND

The Manning Avenue Improvements project is a three phase project that will repair Manning Avenue from the railroad tracks to Buttonwillow Avenue. The first phase is from the railroad tracks to Frankwood Avenue and construction is anticipated to begin at the end of October 2020. The second phase of the project was completed in November of 2018 and included pavement rehabilitation from Frankwood Avenue to Columbia Avenue. The third phase of the project will include pavement rehabilitation, median islands and minor concrete improvements from Columbia Avenue to Buttonwillow Avenue. Design for the third phase is anticipated this winter and construction is anticipated Fall of 2021.

On July 31, 2020, a Request for Proposals for the Construction Management of Manning Avenue Phase 1 was released for a period of approximately three weeks. We received proposals from three interested firms. Of the three firms SJ Construction Management was selected as the most qualified and responsive for the project.

The construction management firm will oversee the daily operations and ensure that the project construction runs smoothly and there is minimal impact to the residents, businesses, Reedley College, Reedley High School and the traveling public. This agreement includes services for project management, inspections, materials testing, construction surveying, contract administration, submittal review, record keeping and documentation, managing project schedule, labor compliance, compliance with federal funding requirements and public outreach.

PRIOR COUNCIL ACTIONS

Resolution No. 2020-012 authorized the purchase and acceptance of street right of way from one property owner related to the Manning Ave Improvements Phase 1 Project. Resolution No. 2020-079 amending the fiscal year 2020-2021 budget to appropriate available funds in the amount of \$1,193,363 for the Manning Avenue Improvements Phase 1 Project. Resolution No. 2020-080 awarding a construction contract to Dave Christian Construction Company, Inc. for the construction of Manning Avenue Improvements Phase 1 Project.

FISCAL IMPACT

The majority of the construction management services are eligible for reimbursement from Federal Funding. Measure C and Development Impact Fees will be used to pay for the required matching and non-participating funds. There will be no impact to the General Fund.

ATTACHMENTS

1. Resolution No. 2020-081
2. SJ Construction Management – Draft Professional Services Agreement

RESOLUTION NO. 2020-081

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
GRANTING AUTHORITY TO THE CITY MANAGER OR HER DESIGNEE TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SJ
CONSTRUCTION MANAGEMENT FOR CONSTRUCTION MANAGEMENT
SERVICES FOR THE MANNING AVENUE IMPROVEMENTS PHASE I PROJECT**

WHEREAS, the City of Reedley issued a Request for Proposals for the Manning Avenue Improvements, Phase I Project; and

WHEREAS, the City received and reviewed three responses from qualified construction management firms

WHEREAS, the City of Reedley review panel deliberated over the proposals and qualifications and determined the appropriate consulting firm that best fit the City's needs for construction management services for the Manning Avenue Improvements Phase 1 Project; and

WHEREAS, SJ Construction Management was the unanimously selected firm to perform these services for the City of Reedley;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley, using their independent judgment, hereby approves Resolution No. 2020-081 based on the following:

1. The above recitals are true and correct;
2. That the City Council grants authority to the City Manager, or her designee, to sign and execute a professional services agreement with SJ Construction Management, Inc.
3. This professional services agreement entered into shall be effective from the date of execution by the City Manager until the close out of the subject project.
4. This resolution is effective immediately upon adoption.

This forgoing resolution is hereby approved at a regular meeting of the City Council of the City of Reedley held on the 22nd day of September 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank Piñon, Mayor

ATTEST:

Sylvia B. Plata, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this ____ day of _____, 2020 by and between the City of Reedley, hereinafter referred to as the "CITY", and SJ Construction Management hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions, and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Services" in Exhibit "A", for the Manning Avenue Improvements Phase 1 hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Services: The CONSULTANT agrees to perform all services necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Services, for the cost identified in Attachment 1 – Consultants Fee.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in the Billing Rates included in Attachment 1. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within fourteen (14) days following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the Scope of Service within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties, but CONSULTANT shall not be entitled to additional compensation as a result of such delay.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full on a time and materials fee basis, a sum not to exceed \$390,391.60 in accordance with Attachment 1. This amount shall constitute complete compensation, including document production and out-of-pocket expenses for the Scope of Services as identified in Exhibit "A".
- B. Payment of Compensation: The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any. All billings shall be subject to verification and approval by the CITY.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The City Manager or her designee shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Reedley is specifically required.
- B. CONSULTANT: Santana Jimenez shall represent and act as CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised by either party, without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, immediately terminate the whole or any part of this Agreement in any of the following circumstances:
1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, another party to complete the services under this Agreement.
 2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event of the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
 3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement. The use of all finished and unfinished work product shall be in accordance with Section XI, Documents and Data.
 4. Upon termination, with or without cause, CONSULTANT will be

compensated for the services satisfactorily performed to the date of termination according to compensation provisions contained herein; provided that, upon termination for cause, the CITY may withhold such amount as the CITY deems appropriate to compensate the CITY for costs or damages incurred as a result of the CONSULTANT's default. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement for cause, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting

bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the services to be performed under this Agreement without the prior written approval of the CITY.
- B. Without limiting Paragraph A, in no event shall the CONSULTANT subcontract services in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project described in this Agreement.

IX. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the services specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by

CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

- A. As respects acts, errors, or omissions in the performance of services, CONSULTANT shall indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or damages arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligent acts of CITY.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT shall indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees,

representatives, and designated volunteers from and against any and all claims, demands, defense costs, liability, or damages of any kind or nature arising out of or in connection with CONSULTANT (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligent acts of CITY.

C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' Compensation insurance as required by California statutes, and Employer's Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000).
2. Commercial general liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
3. Professional liability insurance coverage, in an amount not less than Two Million Dollars (\$2,000,000).
4. Comprehensive automobile liability insurance coverage, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

D. The City Manager is authorized to reduce or modify the requirements set forth above in the event he/she determines that such reduction is in the CITY's best interest.

E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, any change in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Reedley, 1717 Ninth Street, Reedley, CA 93654." The clause shall not contain "shall endeavor," best efforts or similar qualifiers.

In addition, the Commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

“It is agreed that any insurance maintained by the City of Reedley shall apply in excess of and not contribute with insurance provided by this policy.”

For the general liability and automobile policies only, the City of Reedley, its officers, agents, employees, representatives and designated volunteers are added as additional insured's as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Reedley.

- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY, may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

XIII. NON-DISCRIMINATION

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Caltrans-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- C. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties of this Agreement without the written consent of the other party.
- D. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the

City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United State Postal Service, postage prepaid, addressed as follows:

CITY OF REEDLEY 1733 Ninth Street Reedley, CA 93654 Attn: City Clerk	SJ Construction Management 1423 Montegrosso Ct. Merced, CA 95340 Attn: Santana Jimenez
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- F. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Fresno County, California. The CONSULTANT hereby expressly waives any right to move any action to a county other than Fresno County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- H. Conflict with Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature

represents.

- L. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF REEDLEY

CONSULTANT

Nicole Zieba
City Manager

Santana Jimenez
SJ Construction Management

Attachments:

Exhibit "A": Scope of Services
Attachment 1: Consultants Fees

Exhibit “A”



CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvements Phase 1 Project

PROPOSED SCOPE OF SERVICES

Project Understanding

The City of Reedley is in the process of advertising bid for the Manning Avenue Improvements Phase I Project. Construction is expected to begin in late September or early October 2020 and anticipated to last approximately 5 months. The cost of the project is estimated at approximately \$2.5 million. The project is funded by local, State and Federal funds.

The scope of work includes wet utility modifications, minor curb, gutter, sidewalk, driveway and curb ramp improvements, constructing median islands, and roadway reconstruction/rehabilitation. Street rehabilitation includes a significant underground wet utilities reconstruction and rehabilitation including but not limited to 4, 6" & 8" water main relocation; 15" 18", 21" & 24" Sanitary Sewer Relocation and Replacement; 12-inch Sanitary Sewer Line Cured-in-Place Liner and Reinstatement of the sewer laterals. A key challenge for the Resident Engineer and his staff will be to work with the Contractor to plan utility work without any disruption of service to the residents and businesses.

The City is procuring an RFP for the construction management services including but not limited to resident engineer services, inspection, materials testing, and construction surveying.

Identification and Resolution of Potential Challenges and Key Issues

The SJCM team realized that the time is of an essence on this project due to the nature of underground work during wet season. Our team has performed an initial constructability review of the contract documents. The key constructability review comments are included in this section following the detailed work plan (*Identification and Resolution of Potential Challenges and Key Issues*). We always appreciate the opportunity to providing input regarding contract documents prior to the bid advertisement. This allows us to recommend the tools your construction management team will need to guard your interests on a day-to-day basis.

We understand that one of the primary issues will be to ensure that construction continues smoothly throughout the project with least disruption to the residents, pedestrians, businesses, churches, Reedley College, Reedley High School, and the public. SJCM team has further identified the key issues that will be crucial to the success of the project as listed below:

1. The extent of wet utility work will require multiple lane closures.



SJCM Approach & Advantage: *As a first step the SJCM Resident Engineer will initiate a kickoff meeting with the City and the designer. The agenda would be to discuss the traffic control plans and the approval process with the City. The SJCM Team has been involved with significant traffic control plans with local cities and recognize that early engagement of all parties can save time. The RE then pass on the requirements for TCP to the Contractor during the preconstruction meeting. Consideration will also be given to the pedestrian traffic, residents, and emergency vehicles. SJCM would assist the Contractor to distribute flyers and messages (prepared by the Contractor and approved by the City) to the businesses, and the residents. Santana's bilingual capabilities in English and Spanish will be instrumental in communicating with local businesses, residents, and the public to resolve their concerns and foster a positive project image. Active communication and early planning would minimize the disruption.*





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project

2. Maintaining access to the local businesses, residents, Reedley College and Reedley High School. We realize school traffic is not an issue during COVID shutdown, but this can change with schools back on-site classes.



SJCM Approach & Advantage: SJCM Team has worked with local communities on street improvement projects and realize that fostering a positive project image in the community is a key measure of success of the project. As a first line of defense against the public complains, we take proactive actions. Starting from the preconstruction meeting we will emphasize the importance of maintaining access to the neighboring facilities. We will meet with the Contractor on a weekly basis to plan the up coming work so the community can be informed of the changes in the traffic pattern. If an alternate driveway is not

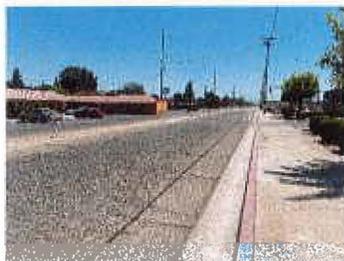
available during construction, the Contractor has to provide a temporary access with proper signage, and this will be emphasize during the weekly meetings.

3. Timely response to Contractor's RFIs, Submittals, and resolution of field conditions would be critical in moving the project forward.



SJCM Approach & Advantage: SJCM Team recently worked with the PETERS ENGINEERING GROUP (Will Washburn) team to resolve unforeseen field conditions in neighboring jurisdictions street improvement project. This established working relationship with Mr. Washburn would bring continuity and prompt resolution of design and field issues and bring budget savings to the project. Our Team will provide a list of required submittals to the Contractor during the pre-construction meeting.

4. Contractor's first order of work would be to pothole utilities and complete sanitary sewer work. Timely coordination with utility agencies will be important to avoid any unnecessary delays.



SJCM Approach & Advantage: The SJCM team will proactively pursue the Contractor to contact the various utility agencies early in the project. Frank will invite all utility agencies to participate in the pre-construction meeting, so their concerns, issues and procedures are discussed early and there are no surprises. SJCM has established working relationship with SCE and Southern California Gas Co. from our projects in neighboring jurisdictions. It will be important to verify the depth of the utilities like gas and water lines. Depth conflicts with crossing utilities could delay the installation of the sanitary sewer

line and therefore needs to be addressed early.

5. Quality and tolerances of ADA ramps and sidewalks is important and main feature of the street improvement project. Similarly, the layout of different components and utilities, etc. needs to be coordinated for proper clearances of ADA requirements. Workmanship is critical for conform areas to match the existing conditions and drainage issues with adjacent properties.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project



SJCM Approach & Advantage: The SJCM team will implement a strict QC regiment and make sure that the Contractor understands the design intent. Resident Engineer will discuss quality issues and concerns routinely during the weekly progress meetings prior to the construction of each element of the street improvement project. We would identify the critical areas e.g. layout of pull boxes, light poles, ADA ramps, tree wells, and ROW at the street corners. Our Team closely worked with the design team to maintain compliance with ADA slopes while adjusting grades to match the field elevations of adjacent properties at on other local projects.

6. It would be important to track field quantities of concrete flat work and avoid any overruns of contract quantities. Pavement and concrete removal and replacement can easily exceed contract quantities and blow the contract budget if not tracked in the field on a daily basis.

SJCM Approach & Advantage: The SJCM team would verify the field quantities prior to demo work and verify the quantities ahead of repair work to control the project budget. Any deviations from the planned quantity will be verified with the City PM and the designer to avoid unnecessary overruns. The quantities will be measured on a daily basis, so any variance can be identified early. This would avoid any surprises and variance in quantities without prior approval of the City.

Specific Technical Challenges

The 12" Sanitary Sewer Line Cured-In-Place Liner installation is specialized work, proper construction practices must be followed to meet technical challenges and requirements that must be achieved to avoid costly mistakes.



SJCM Approach & Advantage: Our team members inspected 18" CIPP installation for the Port of Oakland. As a first order of work, SJCM RE will set up a special meeting with the Contractor and the CIPP subcontractor to go over all the critical steps. An agenda will be prepared that would address the following issues:

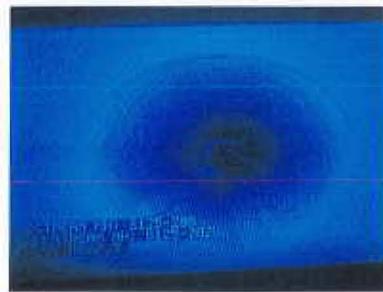
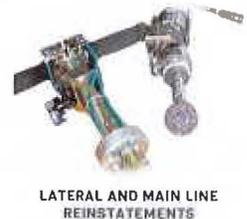
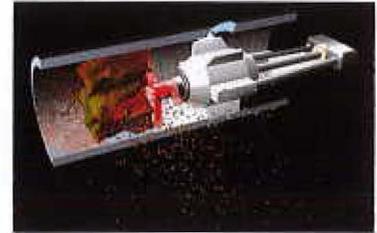
- i. Safety – The resin used in the process consist of volatile chemicals that can travel through sewer pipes and air intake systems into nearby businesses and or residents. Our team will verify that proper measures are taken to avoid this situation and monitor the local buildings for such hazard.
- ii. During the Cured-In-Place Liner installation the sewer system needs to be bypassed. Our team will verify that the Contractor is prepared to furnish, install, and operate pumps, plugs, conduits, and other equipment to divert the flow of sewage around the pipeline reach in which work is to be performed. The plug shall be provided with a tag line. The pumping system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum. Standby pumps shall be provided as required. Similarly, all sewer lateral shall be maintained during the specified hours. Curing time can vary and must be monitored throughout the installation for timely operation of each sewer system under repair.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project

- iii. *The bond between the host pipe and the liner is critical for the Cured-In-Place Liner longevity. An annular space between the host pipe and the liner can collapse the liner and cause failure. Our team will verify that the host pipeline is cleaned and televised in accordance with the manufacturer requirements. This will verify a strong bond between the host pipe and the liner.*
- iv. *Our team will verify that the outside diameter of the tube being inserted is properly sized to allow for expansion so that the CIPP liner can fit tightly against the host pipe.*
- v. *Our team will verify that during the curing process, the Contractor maintain logs, charts and/or graphs of the liner temperatures at the upstream and downstream manholes to ensure that proper temperatures and cure times have been achieved. This documentation is necessary to assure uniform curing.*
- vi. *Immediately after curing of the cured-in-place liner and after testing, within the same working day, the Contractor shall reinstate all existing active service connection per City standard details. Rough edges, string or other pipe defects that would prevent solids from free flowing shall be removed.*
- vii. *The Contractor shall also have a remote control cutting and grouting device on site to reinstate house lateral connections. There will be no initial relief hole; all cut shall be finish cut to the approximate original size and shape of the service lateral. Rough edges, strings or other pipe defects that would prevent solids from free flowing shall be removed. The Contractor shall have a back-up remote control cutting device on site in case of malfunction.*
- viii. *The cured-in-place Liner shall make a tight seal at the manhole opening with no annular gaps. Under all circumstances, the liner shall be sealed to the manhole and host pipe with appropriate type of sealant. The sealing material shall be compatible with the cured-in-place liner pipe and shall provide a watertight seal.*
- ix. *Finally, the sanitary sewer systems including laterals, manhole and sanitary sewer mains shall be tested for tightness after completion of all backfilling and prior to request for final inspection. Sections which fail to pass the tests shall be repaired or replaced, and the section retested until it falls within specified allowances.*





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project

Construction Management Approach

We have developed a Construction Management (CM) approach to respond to the challenges of this project. We realize that the success of any project we undertake depends upon the ability of our project team to proactively identify and anticipate problems before they arise, and to resolve issues promptly before they impact the project budget and schedule.

Our team is led by Resident Engineer Frank Sana, who brings experience managing State and Federally funded public projects throughout California. He will be the primary point of contact for the City during all phases of construction, reporting directly to the City Project Manager. Frank will oversee both the construction management of the project as well as the functioning of our team and will be responsible for implementing all aspects of the project approach. He is supported by a team of experts with street improvement construction.

The first order of work for the RE would be to set up a kickoff meeting with the City staff and the design team to establish the City's goals and objectives for the project, lines of communications and the level of authority dedicated to the CM team. Based on this meeting, the RE will develop a project specific Construction Management Plan that will be used as a guide for the CM team throughout construction and close out.

Our CM approach is organized in four main sections below followed by a detailed explanation of each task within each Section:

- Quality Assurance
- Communication
- Project Controls
- Documentation

Each section consists of several tasks that our Resident Engineer will implement in his daily routine to control the various aspects of the project during the construction phase. The definition of each task explains how the approach will be implemented on a day-to-day working of the construction management team

1. Quality Assurance

Aside from the various tasks listed below, our team prides itself on having an available staff of highly motivated, service-oriented personnel who have experience together in resolving design and construction issues, while being mindful of keeping the project's interest.

Task 1.1 Field Inspection – Santana Jimenez will be responsible for the field inspections and supervising the field personal. Using the contract specifications, contract plans, City and State Standards and other local regulations, he will verify that the work is being performed in accordance with the contract document and the best industry practices. Our goal is to guard the City's interest against defects and deficiencies in construction. All field activities will be documented in the form of reports and photographs.

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Verify Compliance with Contract documents	ARE's Daily Reports	Ongoing during Construction	Provided Daily

Task 1.2 Materials Testing - Santana will coordinate all materials testing with BSK Associates our materials testing subconsultant based out of Fresno, CA. All material testing will be performed at the frequency established in Contract documents, as well as the City's Quality Assurance Plan (QAP) and Caltrans Construction Manual. Humza Mansoor in his role as office engineer will maintain the required documentation including a non-conformance log to assure that all failed tests are retested until required compliance is achieved. BSK Associates recently worked with our team on multiple street improvement projects locally.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvement Phase 1 Project

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Materials Quality Assurance	Test Results and Reports	Ongoing during Construction	Available within one week of field testing

Task 1.3 Safety - Although primarily the Contractor’s responsibility, we believe safety is a team effort. Our Team promotes safety awareness to maintain “Safety First” mindset for the entire team. Santana will perform a variety of tasks including the review of the safety programs developed by the Contractor as required by the contract documents, and proactively monitor the Contractor’s compliance, including traffic control and public safety. Special attention will be given to verify sewer trenches to verify compliance with the Construction Safety Order.

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Guard City’s Interest against unsafe conditions	Authorized Contractor’s submittals related to safety	Ongoing during Construction	Authorized within 15 days of receiving Contractor’s submittal

Task 1.4 Storm Water Pollution and Prevention Plan (SWPPP) - As your Resident Engineer, Frank Sana will review and authorized the Contractor’s SWPPP. Frank is a QSD. No earthwork will be permitted prior to securing this approval. As ARE, Santana will verify the implementation of this plan in the field and the effectiveness of the Contractor’s Best Management Practices (BMPs) to assure compliance with Regional Water Quality Control Board (RWQCB) regulations and NPDES Construction General Permit.

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Compliance with RWQCB & Construction General Permit	Authorized Contractor’s SWPPP and WDID# from SMARTS	Prior to start of construction	Authorized within 15 days of receiving Contractor’s submittal

Task 1.5 Final Acceptance and Punchlist - We will regularly advise the Contractor, and the City of all requirements and conduct special meetings field walks, etc. with the Contractor and the City staff. We will inspect the near-completed portion of work to identify discrepancies and deficiencies in the work performed by the Contractor and will subsequently prepare the necessary punch lists to identify such items. Upon correction and re-inspection of observed omissions and deficiencies, Frank will report to the City on the completion of the Project, recommend its acceptance, and approve final payment to the Contractor.

Phase	Objective	Work Product	Timeline	Completion Date
Construction / Closeout	Project completion without deficiencies & to the satisfaction of the City	Completed punch list and acceptance notice	During and At the completion of Construction	Within 10 days of completion of construction activities

2. Communication

Task 2.1 Single Point of Contact – Under the leadership of Frank Sana, our Team will manage and resolve all aspects of the Project effectively and efficiently. Frank uses a cooperative yet assertive approach to build rapport with the Contractor, design consultant, and other project stakeholders to effectively represent the City’s interest on a day-to-day basis and ultimately deliver all project objectives. As a single point of contact Frank and his team will manage and control all project correspondence verbal, written, or otherwise.

Phase	Objective	Work Product	Timeline	Completion Date
Construction / Closeout	Effective communication among all stakeholders	RE weekly reports and written correspondence	Ongoing during construction	Weekly update during construction





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvement Phase 1 Project

Task 2.2 Precise and Timely Correspondence - The best defense against any potential construction related claims is accurate and timely correspondence. Each team member is trained to document construction in a precise and factual manner in accordance with the Caltrans Construction Manual. Inspector's daily reports will be kept daily and reviewed by Frank Sana. All written correspondence with the Contractor will include the reference to the contract specifications, a clear description of the issue, the City's position, action item and a final conclusion.

Phase	Objective	Work Product	Timeline	Completion Date
Construction / Closeout	Documentation and Dispute resolution	ARE's Daily reports, RE weekly report and written correspondence	Ongoing during construction	Daily and Weekly update during construction

Task 2.3 Meetings - The pre-construction meeting is an effective tool for the Resident Engineer to establish the ground rules for the Contractor and to discuss the roles and responsibilities of the project team. The key areas of discussion will include: Submittals, Shop Drawings, Long Lead Items, QA /QC plan, Utilities, Schedule, Safety, Contract Compliance, Permits, and SWPPP. Throughout the course of the project there will be both routine and special meetings, each with a clear agenda and purpose. Frank will effectively conduct all meetings and will distribute meeting minutes and action items. Key project meetings are as follows:

- Kick off Meeting & Informal Partnering
- Pre-construction Meeting
- Weekly Construction Progress Meetings
- Cured In-Place-Liner- Planning Meeting
- Water Main & Sanitary Sewer Testing Procedures Meeting
- Safety Meetings
- Situational Meetings (as needed)

Phase	Objective	Work Product	Timeline	Completion Date
Construction / Closeout	Effective communication among all stakeholders	Meeting agenda and minutes	Pre-construction (Start of construction) Progress meetings (Weekly)	Weekly update during construction phase

Task 2.4 RFIs / Submittals - The shop drawings and the submittals drive the initial project schedule and therefore effects the overall construction schedule on the Project. Our Office Engineer Humza Mansoor will lead the coordination and tracking of all shop drawings, submittals, and RFIs. Our proactive approach will include a weekly prioritizing all submittals / RFIs during weekly progress meeting.

Both Frank and Santana will review the RFIs to screen the field response from design response and process the RFIs accordingly. In addition, Frank will lead the project team to anticipate any upcoming construction related issues, so the need of RFIs can be identified early. The aim is to avoid delays in construction while awaiting response to RFIs. Finally, the team will develop a concise and complete list of submittals & shop drawings required by the contract. This list will be provided to the Contractor at the pre-construction meeting.

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Timely authorization of submittals and resolution of field issues	Authorized submittals / RFIs and logs	Ongoing during construction	Within 15 days from Contractor's submittal

Task 2.5 Utility Coordination - Frank will make sure that City Public Works, PG&E, Southern California Gas Co., CVIN, Comcast, Alta Irrigation District, and Frontier are invited to the pre-construction meeting. We will verify each company's contact information and their respective concerns on the project. Any schedule constrains





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvement Phase 1 Project

for utility work will be identified on the construction schedule to avoid any schedule impact due to the utility work. Santana will coordinate with utilities prior to Contractor potholing or lowering the manholes.

Task 2.6 Coordination with Permitting Agencies - As your Resident Engineer, Frank Sana will be coordinating with all applicable permitting agencies to verify their permit requirements are met by the Contractor. Review documents related to the Environmental Mitigation and permits requirements. (May not apply to this Project)

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Compliance with all Permit requirements	Contractor's Work acceptance by Permitting agency	Ongoing during construction	Project Closeout

Task 2.7 Public Outreach - As your construction manager we act as a first line of defense against public complains. We will support the City staff with the implement of a public information program and provide information and presentation material that can be used on the City website or presentations to the public or the public officials. We will foster positive public image for the project.

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Foster positive public image	Reports and informational bulletins	Ongoing during construction	Project closeout

3. Project Controls

Simply stated, project controls are implemented to track and manage the flight path of the project and to assure that it will safely land on target and without any delays or cost overruns. As your Resident Engineer, Frank will lead the team in the control room. The team will utilize various tools to verify all aspects of the project and its progress towards the target.

3.1 Change Management - Our Team will strive to proactively identify, anticipate, and resolve potential problems to minimize changes. We realize that Contract Change Order are sometimes unavoidable and are a regular part of construction. Whether it be the Contractor, Designer, or Owner who has initiated a CCO, our team will work to promote that CCOs are promptly processed, properly researched, estimated, negotiated for an equitable compensation and thoroughly documented in accordance with Caltrans LAPM. We will submit all prepared change order packages in a three-part folder to the City for approval. It will contain the complete history of the CCO including:

- A written explanation or justification for the change
- All applicable plans, specifications, and field memos relevant to the change
- A record of negotiation on behalf of the City between the Contractor and CM
- An independent cost estimates
- A cumulative project Contract Change Order log (CCO log).

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Minimize CCOs and comply with Caltrans LAPM	Approved CCO and log	Ongoing during construction	At resolution of each CCO

3.2 Schedule Management - Our Team provides proactive and accurate schedule control measures. Our work begins by reviewing the comprehensiveness and reasonableness of the Contractor's schedule and authorizing the baseline schedule. Following the proper development of a baseline schedule we will monitor progress on a bi-monthly basis to track construction progress for timely completion.

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Proactively track progress of construction	Authorized baseline schedule	At the start of construction	Monitor bi-monthly until completion





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvement Phase 1 Project

3.3 Budget Management - We believe that most construction cost overruns come from incomplete plans and construction documents. Therefore, a complete and accurate set of construction documents along with ongoing monitoring of project budget is the first measure towards controlling the project cost. As stated earlier in our approach, the SJCM team has performed an initial constructability review of the project plans. Investing in early effort to identify conflict areas will minimize the change orders and hence control the cost.

Our project team will work closely with the Contractor and designer to identify and implement innovative and creative ways to reduce construction durations and minimize potential adverse impacts of unforeseen conditions on the construction schedule. In addition, our monthly progress reports are designed to trigger flag on any quantity overruns. Our team will apply lessons learned at other recent street improvement projects to ensure that issues concerning these types of facilities do not affect the budget.

The SJCM Team will also proactively manage and track construction management budget. Our CM personnel are cross trained and cover multiple aspects of the construction management. As an example, Santana and Humza can perform civil and electrical inspections as well as office engineering functions. The City can be assured that our team will proactively monitor overall project budget and guard the City’s interest against any cost overruns.

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Cost Control	Cost saving proposals & suggestions	Ongoing	Until completion

3.4 Monthly Progress Estimates - The Resident Engineer will meet with the Contractor on a monthly basis and agree on the quantities for the monthly progress estimate based upon the bid item quantities and field measurements of the work performed during the period. He will then prepare a monthly progress estimate report for the City, in an agreeable format, for processing. At the end of the contract the CM will meet with the Contractor to finalize all quantities and prepare a proposed final estimate accordingly.

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Accurate monthly payments to Contractor	Monthly progress payment Report	Monthly	Provided monthly until completion

4. Documentation

Most professionals involved in the construction management services have heard the “3Ds of the CM”- Documentation, Documentation, & Documentation. Our Team will handle all construction documentation in accordance with the Caltrans Construction Manual and City requirements.

4.1 Documentation of Pre-existing Conditions - We believe that documenting existing conditions prior to construction will help identify and resolve many issues that may arise during construction. Santana, along with the Contractor, will walk the site and identify key areas of concern and document the existing conditions in the form of photographs. The pre-existing condition documentation will establish a baseline of existing facilities should disputes arise during construction.

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Dispute resolution during construction	Photographs and notes	At the start of construction	Prior to start of construction





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvement Phase 1 Project

4.2 Project Filing System – Humza Mansoor has worked on many street improvements projects as an office engineer. He will utilize a comprehensive filing system which will consist of both electronic and hard copy files. The system is designed to organize the construction documents for quick retrieval and comply with Caltrans LAPM requirements. We utilize Cloud base filing system that provide our team to access project files anywhere on the globe. Main categories include:

- 01-0 Contracts
- 02-0 Project Info
- 03-0 Documents
- 04-0 Correspondence
- 05-0 Meetings
- 06-0 Quantities
- 07-0 Schedule
- 08-0 Contact Compliance
- 09-0 Progress Estimates
- 10-0 Submittals
- 11-0 RFIs
- 12-0 Survey
- 13-0 Daily Reports
- 14-0 Weekly Reports
- 15-0 Safety
- 16-0 CCOs
- 17-0 Materials
- 18-0 Project Photos
- 19-0 Project Closeout
- 20-0 Misc.

Phase	Objective	Work Product	Timeline	Completion Date
Construction / Closeout	Maintain accurate project documentation	Project files for City's records	Maintained throughout construction on a weekly basis	Maintained weekly until project closeout

4.3 Daily Inspection Reports - Santana and other inspectors, will prepare a daily report for each construction day. The daily inspector's reports (including the report from material tester) will be reviewed by the RE on a daily basis.

This information will be used for preparation and evaluation of the monthly progress estimates, non-compliance issues, construction delays, compliance tests, schedule review, liquidated damages, and claims. The daily reports will contain the following factual information:

- Date, Project Identification, Contractor's name, Subcontractor's name(s), and time of inspections.
- Conditions (weather, moisture, soil conditions, etc.). Any adverse conditions the hampered or delayed the Contractor's operations.
- Activities detail. Scheduled activities including starting and completion dates.
- Difficulties encountered by inspector or Contractor.
- Controversial matters (disputes, questionable items, etc.).
- Deficiencies and violations (including construction, safety, labor, etc.)
- Major material and equipment deliveries to the site (type, quantity, how delivered, and a statement on the condition of all deliveries).
- Record manpower, construction equipment, materials testing locations and results

Phase	Objective	Work Product	Timeline	Completion Date
Construction	Maintain daily construction records	Inspector's daily report (Caltrans CEM 4601)	Prepared daily	Provided daily until completion

4.4 Contract Compliance - During the pre-construction meeting, the Contractor will be provided with all the subcontractor and DBE utilization reporting forms or other forms required by the City. The subcontractor and DBE utilization forms will be collected on a monthly basis and submitted to the City along with the monthly payment request.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvement Phase 1 Project

As Office Engineer, Humza Mansoor will lead contract compliance. The team will verify on a monthly basis, that a certified payroll has been submitted for each Contractor and subcontractor who has performed work on the project during the month.

Subsequent to a firm's initial certified payroll report, our team will monitor all project information, including direct observation, to determine which firms have employees on site. Upon receipt of a Contractor's initial certified payroll report, we will review the information listed with Federal and State requirements, labor classifications and wage rates. Any deficiencies will be reported to the contractor in writing. Construction personnel will be interviewed every month as per Construction Manual, form CEM 2504, and records will be maintained in the project files.

Phase	Objective	Work Product	Timeline	Completion Date
<i>Construction</i>	<i>DIR compliance</i>	<i>Verified certified payrolls & CEM 2504</i>	<i>Bi-weekly</i>	<i>Provided bi-weekly until completion</i>

4.5 Contract Closeout - As construction is completed, we will prepare and submit, in accordance with City and Caltrans requirements, a closeout package. This package will include all final project records and reports (including laboratory and plant testing reports), manufacturer's certificates and photographs of various phases of construction, in accordance with the Caltrans Construction Manual, City and federal requirements. We will collect lien releases, if required, and forward them to the City. Frank will prepare the Final Construction Project Report in accordance with your guidelines and verify completeness and accuracy of as-built drawings and deliver to the City. As your Resident Engineer, Frank will prepare any release of maintenance letter to the Contractor and prepare a final recommendation for the "Notice of Completion".

Key activities will include the following:

- Verify completion of all punch list items
- Prepare proposed final and final estimates. Reconcile all final quantities with the Contractor.
- Obtain evidence of certification of all lien releases
- Assist the City with filing the "notice of completion"
- Secure and transmit to the City all required guarantees, affidavits, releases, bonds, certifications, and waivers
- Assist the City with disputed claims if required
- Make recommendations for the release of retention
- Collect, verify, and transmit the as-built drawings to the City
- Assist the City with funding reimbursement if requested
- Compile the project files and deliver to the City

Phase	Objective	Work Product	Timeline	Completion Date
<i>Closeout</i>	<i>Accurate final records</i>	<i>Complete project files and project acceptance</i>	<i>Maintained daily and delivered at completion</i>	<i>Up on project acceptance</i>



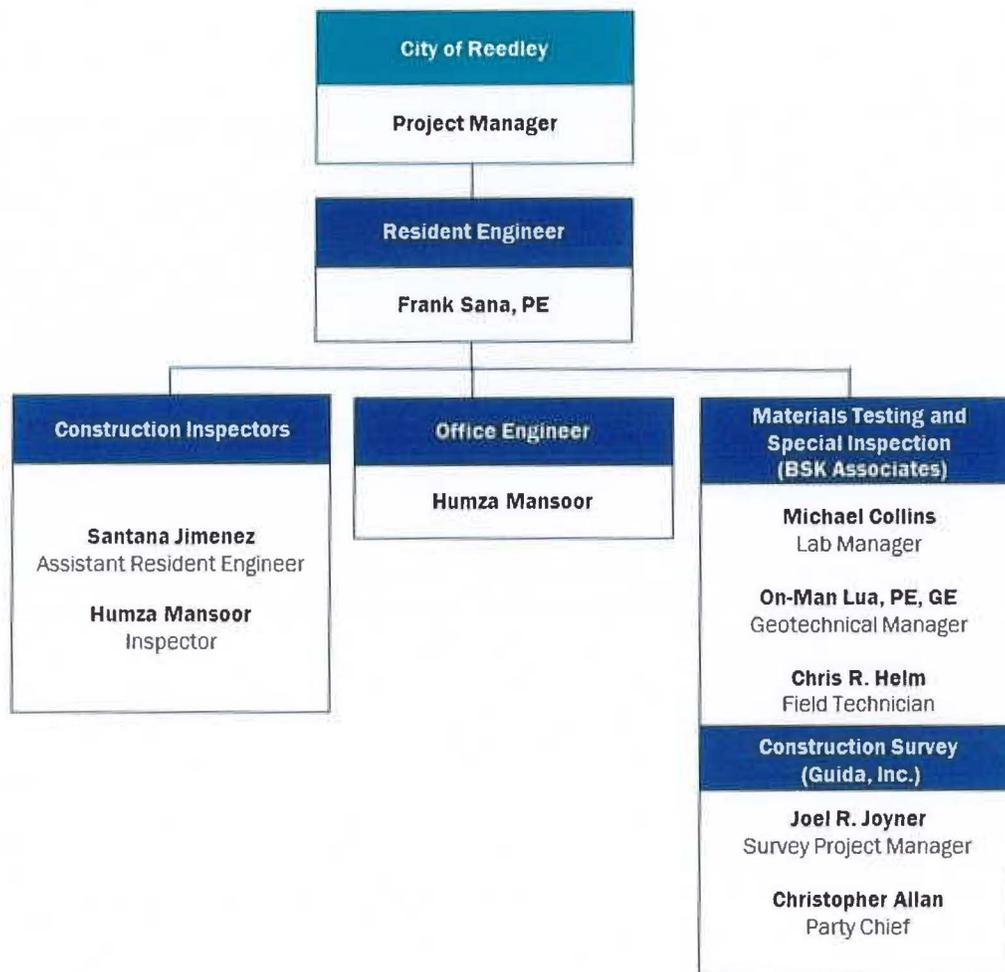


CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvements Phase 1 Project

PROJECT TEAM AND EXPERIENCE

SJCM Team offers the following key personnel to provide Pre-Construction Reviews, Constructibility, and Construction Management services for the Manning Avenue Improvements Phase 1. As illustrated in the organizational chart below, SJCM has provided a full team to complete the scope of services. This same team including our subconsultants have delivered recent street improvement projects in the Central Valley. Our staff members are cross trained in all aspects of the roadway construction. Cross trained staff with onsite presence gives us the flexibility to bring staff for short duration and pull them out when the work load is down to provide the City with most effective CM team. Brief relevant experience of proposed key personnel are described below followed by staffing approach and staff resumes.

Team Organization





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project

Qualification and Experience

FRANK SANA, PE, QSD, Resident Engineer

Frank brings 27 years of project and construction management experience in public transportation and infrastructure projects. As a Resident Engineer, he has successfully delivered similar street improvement projects with significant water main and sanitary sewer main replacements in recent years. Frank is an avid leader who takes an assertive yet cooperative approach to resolve issues and build teams in order to deliver project objectives. As the Resident Engineer Representative of the SJCM Team, Frank will be a single point of contact for the City and all stakeholders. He will be responsible for the successful delivery of the Project, providing day-to-day management of the project team – directing construction management staff, the Contractor, designers, and consultants on behalf of the City to achieve successful results. He will ensure that all Contractor activities are documented and inspected in accordance with project plans and specifications, local, State, and regulatory permit requirements, Caltrans LAPM, and County requirements. While fostering positive public image.

SANTANA JIMENEZ, Assistant Resident Engineer

Santana has over 27 years of experience in construction management and inspection for roadways, highways, bridges, and infrastructure projects. He has worked extensively in the Central Valley, providing inspection for such projects as Woodlake Roundabout, Fresno BRT, Jaye Street Widening and Plano Street Widening Projects. Santana is well-versed in Caltrans LAPM procedures and speaks fluent Spanish, an asset in communicating with the public. Santana's extensive construction field experience combined with his administrative skills provides him the knowledge to foresee and resolve construction field issues before they impact the construction quality and schedule. As a Assistant Resident Engineer of the SJCM Team, Santana will be assigned fulltime to the project and for the duration of the project he will work out of the field office. He will be responsible for verifying full compliance with the contract documents and permit requirements and coordinating the activities of the construction surveying and the materials testing lab.

HUMZA MANSOOR, Construction Inspector / Office Engineer

Humza has been working in transportation construction for more than 8 years, primarily in field inspection and office engineering. He has provided inspection for civil and structures work for such projects as Jaye Street Widening in Porterville, Fresno BRT and Woodlake Roundabout projects. As an Office Engineer, Humza has maintained and managed project documentation according to Caltrans LAPM. He has processed submittals, RFIs, maintained materials testing logs, calculated monthly quantities for progress payments and prepared engineering drawings/calculations for field change orders. He has also worked with web collaborative project management tools and prepared tools with excel for the management of field issues and engineering solutions.



BSK Associates who will perform materials testing from their Caltrans certified labs. BSK was founded in 1966, in Fresno, California. Now an employee-owned company, BSK has a staff of 155 employees, with professionals holding licenses, registrations, and certifications in environmental, civil, geotechnical, and chemical engineering: chemistry, biology, geology, construction inspection and computer sciences. BSK's engineers, geologists, and engineering technicians understand the time sensitive nature and budget requirements of municipal, transit, road and bridge projects. BSK Associates will support this project from their local lab in Fresno.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project



Founded in 1995, Guida Surveying, Inc. (Guida), has focused on providing land surveying services on municipal and private projects throughout California. This family-oriented business, whose focus is on providing innovative surveying, drone/UAV, and GPS technology services, has consistently grown throughout the years in the number of staff as well as in the diversity of the projects on which we have provided services. Construction projects today are more challenging than ever before. New technology that automates project design and project construction brings cost savings, but increased risk. Guida has the tools and skills needed to reduce risk and improve results on your construction projects through our construction survey services. Guida will be serving the project from their local office in Fresno.





**WOODLAKE ROUNDABOUT PROJECT,
WOODLAKE, CA**

**RELATED
EXPERIENCE**

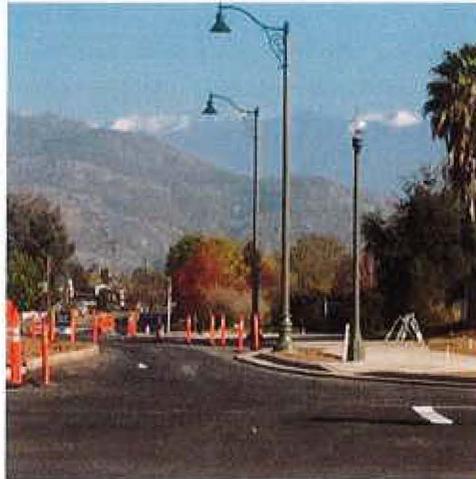
Client / Reference
City of Woodlake
350 N Valencia Ave,
Woodlake, CA 93286
Ramon Lara, City Administrator
(559) 564-8776
RLara@ci.woodlake.ca.us

Project Cost
\$3.1 Million

Contract Info
\$ 810K
2016-2017
Federally Funded
Consultant PM:
Frank Sana (510) 589-2618

Services Provided
Construction Management
Construction Inspection
Office Engineer
Construction Administration

Key Staff
Frank Sana
Santana Jimenez
Humza Mansoor



SJ Construction Management principal and key team members provided construction management, assistant resident engineering, Inspection, and office engineer services. The Woodlake Roundabout Project consisted of constructing a single lane roundabout at the intersection of Valencia Boulevard (SR 245) and Naranjo Boulevard (SR 216) and full pavement section replacement and improvements on Valencia and Naranjo Boulevards. Key elements include roundabout, curb & gutter, sidewalk with decorative concrete, tree wells, ADA ramps, curb bulb-outs, drainage improvements, watermain and sanitary sewer replacement, decorative crosswalks, landscaping, decorative streetlights, benches, and trash receptacles etc. The watermain and sewer main replacement included coordination and replacement of service laterals to the residents and businesses.

Members provided office engineering and inspection in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) and coordinated the effort with Caltrans oversight and encroachment permit requirements. Including contractor oversight and project administration. Maintenance of extensive coordination with residents and businesses throughout construction to minimize the disruption. Maintained project correspondence, providing contract administration support, and verifying that project records are kept according to Caltrans standard.

Budget Control: City initiated most of the changes to improve safety, utility improvements, and public convenience and the contract change orders amounted to 15%.





DOWNTOWN ENHANCEMENT, PHASE 1, & 2 & 3
WOODLAKE, CA

RELATED EXPERIENCE

Client / Reference

City of Woodlake
 350 N Valencia Ave,
 Woodlake, CA 93286
 Ramon Lara, City Administrator
 (559) 564-8776
 RLara@ci.woodlake.ca.us

Project Cost
\$1.7 Million

Contract Info
\$ 310K
2014

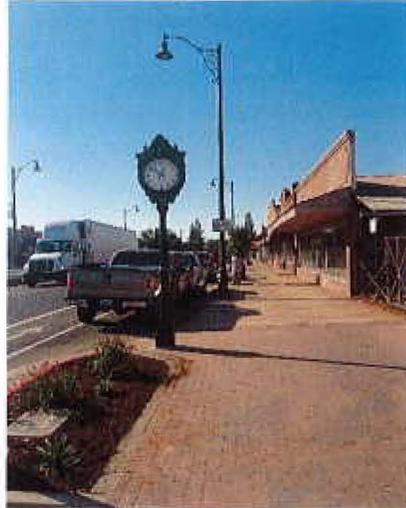
Federally Funded
Consultant PM:
Frank Sana (510) 589-2618

Services Provided

Construction Management
 Construction Inspection
 Office Engineer
 Construction Administration

Key Staff

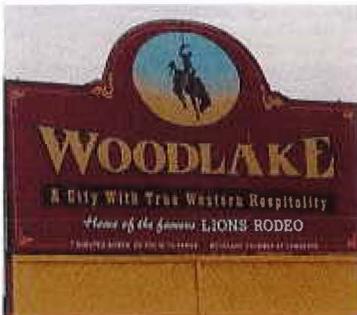
Frank Sana
 Santana Jimenez
 Humza Mansoor



SJ Construction Management principal and key team members provided construction management, assistant resident engineering, Inspection, and office engineer services. completed three phases of the Woodlake Downtown Enhancement Project that were substantially completed in September 2014. The project included but not limited to demolition of existing facilities, grading, decorative sidewalk, bulb-outs, ADA Ramps, decorative crosswalks, asphalt concrete pavement, drive approaches, irrigation, watermain & sewer replacement, landscaping, lighting, roadside signs, & pavement delineation. Project Included extensive traffic control and detour on State Route.

Team members provided resident engineering, office engineering and inspection in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) and coordinated the effort with Caltrans oversight and encroachment permit requirements. This project required extensive coordination with local businesses, community, and the public to minimize the disruption and inconvenience.

Budget Control: Contract change orders on this project were under 3.2%. City initiated most of the changes to improve safety and public convenience





RELATED EXPERIENCE

Client / Reference
 City of Porterville
 291 North Main
 Porterville, CA 93257
 Javier Sanchez, City Engineer
 (559) 782-7879
 Jsanchez@ci.porterville.ca.us

Project Cost
 \$7.3 Million

Contract Info
 \$680K
 2016-2017
 Federally Funded
 Consultant PM:
 Frank Sana - (510) 589-2618

Services Provided
 Construction Management
 Construction Inspection
 Construction Administration
 Construction Staking
 Utility Coordination
 Electrical Inspector
 Office Engineer
 Resident Engineer

Key Staff
 Frank Sana
 Santana Jimenez
 Humza Mansoor

JAYE STREET ROADWAY AND BRIDGE WIDENING PROJECT, PORTERVILLE, CA

SJ Construction Management principal and key team members provided construction management and resident engineering services for an \$ 7.3 million roadway and bridge widening and expanded rehabilitation project for the City of Porterville. The project was funded by federal bridge funding administered by Caltrans Local Assistance.



Provided resident engineering, inspection, construction staking, materials testing, and biological monitoring services for the duration of the project from construction phase to project close out. Members also coordinated with various utilities for utility relocation and multiple state & federal water/environmental agencies.

The Jaye Street Roadway and Bridge Widening Project expanded and rehabilitated the current two-lane flat slab bridge configuration for a new span, four lanes at 82 feet wide and 242-feet long with 5-foot wide sidewalks and decorative railing/lighting on both sides, reconfiguration of Jaye Street from two lanes to four lanes for 1.5 miles, modification of the Jaye Street/Springville Ave signalized intersection, Scope included replacement of 12" watermain and replacement of 24" storm drain and sanitary sewer replacement. Construction/beautification of the Tule River Parkway Trail underneath the bridge abutments. During construction, the Tule River was also reconfigured to allow for better flood mitigation and irrigation control. Project highlights included the installation of 56 - 30" CISS piles in an active riverbed with a high-water table, reinforcing the existing H-pile foundations for the existing bridge, deck rehabilitation using methacrylate resin and polyester overlay, reinforcement of the existing water line and sewer lines attached to the existing bridge, coordinating installation of a high pressure gas main along the new bridge widening section.



Budget Control: The project was completed with less than 10% in contract change orders. The majority of the changes were owner initiated to improve the existing structure, riverway, and local Tule River Parkway Trail.





RELATED EXPERIENCE

Client / Reference
 City of Porterville
 291 North Main
 Porterville, CA 93257
 Javier Sanchez, City Engineer
 (559) 782-7879
 Jsanchez@ci.porterville.ca.us

Project Cost
 \$11 Million

Contract Info
 \$1.1 Million
 2013-2015
 Federally Funded
 Consultant PM:
 Frank Sana (510) 589-2618

Services Provided
 Construction Management
 Construction Inspection
 Construction Administration
 Resident Engineer

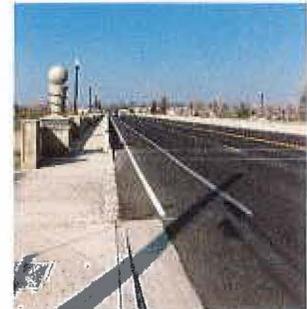
Key Staff
 Frank Sana
 Santana Jimenez
 Humza Mansoor

PLANO STREET BRIDGE WIDENING PROJECT, PORTERVILLE, CA



SJ Construction Management principal and key team members provided construction management and resident engineering services for the \$ 11 million bridge widening and street improvement project for the City of Porterville. The project was funded by federal bridge funding administered by Caltrans Local Assistance. The project consisted of widening the existing Plano Street Bridge from two lanes to four lanes with shoulders and protected pedestrian sidewalks & reconstruction of the bridge/roadway approaches.

The project is in the southeastern portion of the City along South Plano Street, crossing over the Tule River. The existing bridge consisted of a reinforced concrete tee girder superstructure supported by pier walls and is made up of 16 spans with a total length of approximately 178.7 meters. The bridge widening consists of a reinforced concrete tee girder superstructure supported on pier walls. The pier walls and abutment walls are supported by reinforced concrete piles. The pier walls and abutment walls of the bridge widening are supported by driven steel piles and pile cap. The Bridge deck was an AC overlay with multiple elastomeric expansion joints.



Members were responsible for the full scope construction management that included construction administration in accordance with Caltrans LAPM, quality assurance and inspection of field activities, management of project finances, control of project budget and schedule, resolution of day-to-day issues and coordination with the utility agencies, design team, City of Porterville and the Public.

Budget Control: Project was completed with less than 5% in contract change orders and no outstanding claims. Significant change orders were initiated to improve the access to local businesses and rehabilitate the roadway.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvements Phase 1 Project

RELATED EXPERIENCE

Client / Reference
 City of Fresno
 2600 Fresno Street,
 Room 4016
 Fresno, CA 93721
 Bill Herr,
 Construction Manager
 (559) 621-5614
 Bill.herr@fresno.gov

Project Cost
 \$32 Million

Contract Info
 \$2.2 Million
 2015-2018
 Federally Funded
 Consultant PM:
 Frank Sana - (510) 589-2618

Services Provided
 Project Management
 Resident Engineer
 Construction Inspector
 Office Engineer
 Project Coordination

Key Staff
 Frank Sana
 Santana Jimenez
 Humza Mansoor

**FRESNO BUS RAPID TRANSIT PROJECT,
 FRESNO, CA**



SJ Construction Management principal and key team members provided the City of Fresno a \$ 32 million dollar project was the first bus rapid transit system in Central California. Project goals were to improve bus services along the main City thoroughfares of Blackstone Avenue and Kings Canyon Road corridors, linking downtown Fresno with the River Park and Sunnyside areas. The BRT Q-Line provides faster, more convenient, and more reliable service than a traditional bus line. Project highlights include ten-minute frequencies at peak time. Fewer stops meant to reduced travel time. Bus priority traffic signals and enhanced stations make for a more pleasant wait. The BRT route spans 15.7 miles on Blackstone Avenue, from North Fresno Street to downtown, then out Ventura Avenue / Kings Canyon Rode to Clovis Avenue. The project includes 51 station pairs (or 48 one-way stations), two terminal stations, and one transit center with a shared platform station.



This project required extensive coordination with local businesses and the public to minimize the disruption and inconvenience while also maintaining a tight schedule and budget. Firm provided resident engineering services, civil and electrical inspection, and office engineering from design phase, bid phase, and construction. All work was done according FTA requirements.

Budget Control: Contract change orders on this project were under 5%.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project

FRANK SANA, PE, QSD/QSP

Resident Engineer

Education MS, Civil Engineering, San Jose State University, CA BS Civil Engineering, NED University of Engineering, Karachi, Pakistan	Years of Experience Over 27 years
Area of Expertise <ul style="list-style-type: none"> • Construction Management and inspection, Project Management • Transportation Projects: building facilities, highways, bridges, tunnels, pump stations, • Caltrans 	License / Certification Civil Engineer, CA No. 55157 Qualified SWPPP CA No. 24169

Mr. Sana brings over 27 years of construction management experience in capital and transit related construction projects including project management, resident engineering, contract administration, and claims avoidance. He is part of SJCM team since the inception of the firm. Frank's experience consists of construction management and project management of local and federally funded infrastructure projects. He led numerous public works construction projects including Caltrans highways, bridges, buildings, transit facilities, ports, pump stations, airports, and tunnels. He is proficient in contracting procedures and managing the daily activities of contractors, inspectors, design engineers, architects, soils engineers, technicians, and field survey crews to ensure continuity between design and construction. He has worked as a Resident Engineer and Structure Representative for several multimillion dollar federally funded projects. Frank is a skilled leader who builds project teams incorporating design engineers, contractors, utilities, and the public to achieve the project objectives while keeping project stakeholders informed. Prior to MNS, he served as Director of Construction Services where he supervised a team of over 70 construction management professionals and demonstrated his abilities to develop and implement training programs, quality control procedures, and policies for a large group of construction professionals.

Jaye Street Roadway and Bridge Widening | City of Porterville, CA As a Resident Engineer, Frank Sana provided construction management for an \$7 million Porterville, CA. The Jaye Street Bridge Widening project will expand two-lane configuration to four lanes at 82 feet wide and 242-foot long with 5-foot wide sidewalks on both sides. Responsibilities included construction administration in accordance with Caltrans LAPM, quality assurance and supervision and technical guidance of field inspection of staff, management of project finances, control of project budget and schedule, resolution of day-to-day issues and coordination with the utility agencies, design team, City of Porterville, and the Public.

Plano Street Roadway and Bridge Widening and Street Improvement Project | Porterville, CA As a Resident Engineer, Frank Sana provided construction management efforts for an \$11 million bridge widening & street improvement project for the City of Porterville. The project was funded by federal resources administered by Caltrans Local Assistance and consisted of widening the existing Plano Street Bridge from two lanes to four lanes along with the reconstruction of street approaches and adding proper pedestrian/bicycle crossings on each side of the bridge span. Responsibilities included construction administration in accordance with Caltrans LAPM, quality assurance including supervision and technical guidance of field inspection of staff, management of project finances, control of project budget and schedule, resolution of day-to-day issues, and coordination with the utility agencies, design team, City of Porterville, and the Public.

Woodlake Roundabout Project | Woodlake, CA As Resident Engineer, Frank completed this roundabout and street beautification project. The \$3.1 million project consisted of improvements of one mile of street reconstruction with live traffic and a roundabout. Improvements included demolition of existing street, storm drain systems, pavement structural section, decorative crosswalks at three intersections, decorative sidewalks, ADA ramps, drive approaches, landscaping, decorative bollards, street signs, and pavement delineation. Frank led the team to guard the City's interest against materials and workmanship deficiencies and verifying that the Contractor minimizes the disruption to the businesses and the public. He was also leading the construction administration and compliance with Caltrans LAPM, encroachment permit, and the cooperative agreement between the City and Caltrans.

Woodlake Downtown Enhancement Phases 1,2&3 Project | Woodlake, CA As a Resident Engineer, Frank completed this street beautification project for the City of Woodlake. The \$1.7 million project consists of improvements to three City blocks which include demolition work along with construction of storm drain systems, pavement of structural sections, decorative crosswalks at three intersections, decorative sidewalks, ADA ramps, drive approaches, landscaping, decorative bollards, street signs, and pavement delineation. Frank led the team to guard the City's interest against materials and workmanship deficiencies and verifying that the Contractor minimizes the disruption to the businesses and the public. He also led the construction administration and compliance with Caltrans LAPM, encroachment permit, and the cooperative agreement between the City and Caltrans.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvement Phase 1 Project

SANTANA JIMENEZ

Assistant Resident Engineer

Education B.S. Civil Engineering, University of California, Berkeley, CA Engineering Geology Certificate, University of Utah	Years of Experience Over 27 years
Area of Expertise <ul style="list-style-type: none"> • Highway and Bridge • Roadway and Street Beautification • Caltrans LAPM / OSHA Compliance & Workplace Safety Bridge /Roadway 	License /Certification Caltrans Certifications: Construction Staking CMT125 AC, 125 AGG, 125 PCC, 539

Mr. Jimenez has over 27 years of experience in construction management and inspection. He has served as a Construction Manager, Assistant Resident Engineer, and Lead Inspector on numerous large-scale highways, port, airport, roadway, building, and infrastructure projects. He is part of SJCM team since the inception of the firm. Mr. Jimenez has recently completed a bus operations and maintenance facility in Merced and has worked on numerous transportation facilities that include a recent city bridge widening and major highway improvement project. He has worked on design resolution issues, change order work, payroll verification, preparation of progress payments, checking grades using survey equipment, inspecting traffic controls and night work. He is fluent in English and Spanish and is intimately familiar with the Caltrans Standard Specifications and Plans. Mr. Jimenez' extensive construction field experience, combined with his administrative skills, gives him the knowledge to foresee and resolve construction field issues before they impact the quality and schedule. SJCM principal and key team members provided construction management and resident engineering services for two bridge widening and street improvement projects for the City of Porterville totaling \$ 20 million dollars. The projects were funded by federal bridge funding administered by Caltrans Local Assistance Procedures.

Jaye Street Roadway and Bridge Widening Project, Porterville, CA. As the Assistant Resident Engineer and Lead Inspector for the project, Santana provided inspection of all contract work, coordinated all materials testing, managed biological reporting and testing, and surveying as required for contract compliance. He was the liaison between the contractor, the City, and various third-party utilities. Mr. Jimenez also worked and reported with multiple state and federal water/environmental agencies during construction to allow work in the active Tule Riverbed area. Santana was also in charge of all project documentation, progress payments, change orders, submittal/RFI review and processing, as well as field calculations that were all in accordance with Caltrans Construction Manuals. The Jaye Street Bridge Widening project will expand the current two-lane bridge configuration to four lanes at 82 feet wide and 242-feet long with 5-feet wide sidewalks on both sides, reconfiguration of Jaye Street from two lanes to four lanes for almost 1.5 miles, modification of the Jaye Street/Springville Ave intersection, construction of a 175 ft long double walled box culvert underneath the bridge for the Hubbs-Miner Ditch, and construction of the Tule River Parkway Trail underneath the bridge abutments. The total construction cost was estimated at \$7.3 million.

Plano Street Roadway and Bridge Widening Project, City of Porterville, CA. As the Structural Inspector, Mr. Jimenez coordinated and inspected all elements of the bridge construction including steel pile driving, deep excavation of foundations, pier wall fabrication, falsework, and assembly of cast in place girders and deck. The \$11 million project consisted of widening the existing. Plano Street Bridge from two lanes to four lanes over the Tule River. Other duties included coordination of meetings, assisting the Resident Engineer with resolution of design issues, daily reports, change orders, and preparation of monthly progress estimates.

Woodlake Roundabout Project, Woodlake, CA Served as an Assistant Resident Engineer for this roundabout and street beautification project. The \$3.1 million project consists of improvements of one mile of street reconstruction with live traffic and a roundabout. Improvements included demolition of existing street, storm drain systems, pavement structural section, decorative crosswalks at three intersections, decorative sidewalks, ADA ramps, drive approaches, landscaping, decorative bollards, street signs, and pavement delineation. Mr. Jimenez was responsible for inspecting the construction activities and coordinating the resolution of field issues. Other activities included coordination of meetings, assisting the resident engineer with rectification of design issues, daily reports, analysis and negotiations of change orders, and preparation of monthly progress estimates.

Woodlake Downtown Enhancement Phase 1 and Phase 2&3 Project, City of Woodlake, CA. Santana is supporting the resident engineer on an as- needed basis on this street beautification project. The \$1.7 million project consisted of improvements of three City blocks with demolition, storm drain systems, pavement structural section, decorative crosswalks at three intersections, decorative sidewalks, ADA ramps, drive approaches, landscaping, decorative bollards, street signs, and pavement delineation.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvement Phase 1 Project

HUMZA MANSOOR

Inspector/Office Engineer

Education B.S Civil & Environmental Engineering, University of California at Davis, CA	Years of Experience Over 8 years
Area of Expertise <ul style="list-style-type: none"> • Highway and Bridge • Roadway and Street Beautification • Caltrans LAPM 	License /Certification

Mr. Mansoor has been working in the construction management environment for more than 7 years now and his focus has been to support the Resident Engineer’s office as an Assistant Resident Engineer, working in a high capacity in the field as well as the office side. He is part of SJCM team since the inception of the firm. In the field, Mr. Mansoor has inspected major concrete pours, rebar installation and testing, HMA pavement inspection via multiple methods, polyester overlay placement, CIDH/CISS pile installation and testing, wet utility installation, electrical utility/fiber optic installation, utility coordination with multiple utility agencies, fill and grade inspection, mechanically stabilized embankment (MSE) wall construction, coordination with multiple environmental state and federal agencies, and scheduled regular testing per Caltrans and local agency specifications. He is familiar with SWPPP regulations along with traffic mitigation strategies and implementation. In the office, he has processed and reviewed submittals, RFIs, executed change orders, maintained materials testing logs, calculated monthly quantities for progress payments and prepared engineering drawings/calculations for field change orders. Mr. Mansoor has worked with four-scale drawings to develop grades in accordance with the Caltrans Deck Contour Manual as well as falsework review and analysis in accordance with the Caltrans Bridge Construction and Procedures Manual. He is familiar with the Caltrans filing system and Construction Manual requirements.

Jaye Street Roadway and Bridge Widening Project, Porterville, CA The Jaye Street Bridge Widening project expand the current two-lane bridge configuration to four lanes at 82 feet wide and 242-feet long. As the Assistant Resident Engineer for the project, Humza provided inspection of all contract work, coordinated all materials testing, managed biological reporting and testing, and surveying as required for contract compliance. He was the liaison between the contractor, the City, and various third-party utilities. Mr. Mansoor also worked and reported with multiple state and federal water/environmental agencies during construction to allow work in the active Tule Riverbed area. Humza was also in charge of all project documentation, progress payments, change orders, submittal/RFI review and processing, as well as field calculations that were all in accordance with Caltrans Construction Manuals.

Plano Street Roadway and Bridge Widening Project, Porterville, CA Served as an Inspector/Office Engineer and assisted the Resident Engineer/Structure Representative on the bridge widening project. Prepared four scale layouts and top of pier grades, assisted with material testing logs, processing of submittals and RFIs, quantity calculations for progress payments in accordance with Caltrans Construction Manual, and field change order calculations. Aided with construction inspection, traffic mitigation strategy implementation, Storm Water Pollution Prevention Policy enforcement, and project progress documentation, Project consisted of bridge widening over the Tule River. The \$ 15 million bridge widening project consisted of adding traffic lanes, shoulders, and pedestrian walkways on both sides of existing sixteen pier span over Tule River along with sensitive environmental constraints.

11th Street Bridge Replacement Project, Tracy, CA Serving as the Lead Inspector providing construction management and inspection services for the \$32 million-dollar project. Efforts included QA/QC via field inspection and work supervision of Contractor crews, scheduling regular QA/QC testing throughout the lifetime of the project, control of project budget, resolution of day to day issues, and coordinating with multiple utility agencies, City of Tracy, and the Contractor. The 11th Street Bridge crosses the Union Pacific Railroad (UPRR) tracks and North MacArthur Drive in the City of Tracy, and 11th Street is one of the City’s main east-west corridors that serves local, truck and commuter traffic, requiring strict traffic control.

Woodlake Downtown Enhancement Phase 1, 2 & 3 Project, Woodlake, CA Served as inspection and office engineering support and assisted with material testing logs, processing of submittals and RFIs, and quantification calculations in accordance with Caltrans Construction Manual. Mr. Mansoor aided with construction inspection, traffic mitigation strategy implementation, and Storm Water Pollution Prevention Policy enforcement. The \$1.7 million project consisted of improvements to three City blocks including demolition, storm drain systems construction, pavement structural sections, building of decorative brick crosswalks at three intersections.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project

Michael Collins
FRESNO BRANCH MANAGER



Professional Background:

Mr. Collins has 20 years of experience in the geotechnical and material testing industry with more than ten years of experience over seeing laboratory operations and laboratory quality assurance, managing testing technicians and inspectors, and managing construction material testing and inspection projects for schools, hospitals, private commercial buildings, and transportation projects. His experience includes, but is not limited to, performing geotechnical investigations; pavement investigations; asphalt mix designs and mix verifications; first and third party compaction testing and quality assurance of asphalt pavement for airports, roadways and parking lots; design of subbase and asphalt pavement thicknesses for various roadways; grading observation and soil compaction of various earthwork projects; pre-blast and pre-construction condition surveys and vibration monitoring.

Mr. Collins has experience with construction projects in Kern, Tulare, Kings, Fresno, Los Angeles, San Bernardino, Orange Counties in California and projects in Minnesota and Wisconsin.

Municipality Experience:

City of Fresno

City of Fresno Recharge Program – BSK partnered with Jacobs Engineering, Blair, Church and Flynn, and Carollo Engineers for this City-wide program consisting of over 30 miles of pipeline and the City's new South East Surface Water Treatment Plant providing construction and materials testing, special inspections, and shop and field welding. Mr. Collins' role was Project Manager for the construction phase.

City of Fresno Recycled Water Transmission Mains – Southwest Quadrant – BSK provided construction and materials testing, special inspections, and shop and field welding for Segments SW1A, SW1B, SW1C, SW1C2 and SW1D. The 10 miles of pipe required for these projects included 6 tunnel crossings of major streets, two highways and two railroad crossings. Mr. Collins' role was Project Manager for the construction phase.

City of Bakersfield

Beltway Operational Improvement Project – BSK provided construction materials testing services. As part of the Thomas Road Improvement Program, this project includes improving the SR 58 east of SR 99 to Cottonwood Road and the SR 99 and Ming Avenue interchange by construction of auxiliary lanes, retaining walls, and sound walls. Mr. Collins' role was Project Manager.

Highway 178 Widening – BSK provided construction materials testing services. This project included widening SR 178 from two to six lanes from just east of Morning Drive to Masterson Street, and from Masterson Street to Miramonte Drive. It also included the realignment of Masterson Street, Alfred Harrel Highway, Miramonte Drive and SR 178. Mr. Collins' role was Project Manager.

Caltrans

Staff Augmentation at Southern Regional Lab, Fontana, California, Laboratory Testing Technician- In 2011, Caltrans District 7, 8, and 12 consolidated their laboratory into a new facility that included HMA laboratory, PCC laboratory, and aggregate laboratory. Mr. Collins provided laboratory testing services in HMA Laboratory.



Qualifications

Registrations

E.I.T.
Nuclear Gauge Certified

Education:

B.S., Civil Engineering,
California State
University, Fresno,
California

Experience:

BSK Associates, Fresno
Branch Manger- 2019 to
Current

BSK Associates,
Construction Services
Division Manager- 2015
to 2019

BSK Associates, Project
Manager- 2014 to 2015

BSK Associates, Staff
Engineer- 2012 to 2014

Converse Consultants,
Senior Staff Engineer
2009 to 2012

**American Engineering
Testing**, Staff Engineer-
2008 to 2009

BSK Associates, Staff
Engineer-2005 to 2008

Kleinfelder, Engineering
Technician-2001 to 2005

Krazan Associates, Lab
Technician-2001





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project

On-Man Lau, PE, GE
SOUTH VALLEY REGIONAL MANAGER



Professional Background:

Mr. Lau has more than 25 years of experience in geotechnical and environmental engineering, soils/earthwork observation and testing, and construction materials testing and inspection. His areas of expertise include investigations for foundations, seismic hazards, slope stability, liquefaction analyses, drainage studies, footing foundation designs, settlement evaluations, pavement designs, slab-on-grade design, drilled pier design and construction, pile driving design and construction, expansive soils, corrosive soils, excavation stability, shoring, compaction requirements and volumetric calculations. His projects have included water and wastewater facilities, pipelines, canals, bridges, roadways and highways, schools, hospitals, parks, multi-story buildings, commercial office complexes, airports, energy sites, dams, retaining walls, manufacturing plants, and police/fire/prison sites.

Mr. Lau has performed and managed geotechnical engineering and construction materials testing projects in Kern, Tulare, Kings and Fresno counties, and Owens Valley, Antelope Valley, and the Mojave Desert regions of California.

Relevant Experience:

Transportation

San Joaquin River Bridge at 13th Avenue, City of Firebaugh, Firebaugh, California-

Performed geotechnical study for a new, four-lane bridge across the San Joaquin River. The major geotechnical issue was the potential liquefaction of on-site, loose sand. The foundation was subject to seismic settlement. The final design was to support the bridge with a large, drilled-shaft foundation that was placed below the liquefied layers.

*Warthan Creek Bridge, Boyle Engineering, Coalinga, California-*Performed geotechnical study for a new, two-lane bridge across Warthan Creek. The major geotechnical issue was shallow groundwater and shale bedrock. Our study indicated that bedrock was a moderately, hard shale; therefore, drilled piers could be used to support the bridge, and the contractor successfully installed drilled piers.

*Highway 204 and Chester Avenue Seismic Retrofit, Malcom Drilling, Bakersfield, California-*Project Engineer for the geotechnical study of the seismic retrofit on an existing bridge foundation. Drilling conditions were difficult due to soil/cobbles and groundwater, and casing was used by the drilling contractor. Instead of removing the casing after drilling to the design depth, the casing was left in-place; however, pressure grout around the casing was recommended to ensure friction between soil and foundation.

*Allen Road Improvements, LAN Engineering Corp., Bakersfield, California-*Project Manager for roadway improvements including quality control of materials (asphalt pavement, masonry, welding and structural steel, reinforcing steel, concrete, and soils).

*North Chester Bridge Replacement, City of Bakersfield, LAN Engineering, Bakersfield, California-*Project Manager for construction materials testing during bridge replacement that included soils compaction testing of abutments, concrete sampling of bridge structure, asphalt concrete testing of the approaches, and soils of approaches following vibro-compaction of stone columns. The \$6 million project included a 446-foot long, cast-in-place post-tension box-girder bridge, barrier rail upgrades, drainage facilities, and street improvements.

*Asphalt Concrete Inspection/Testing, City of Porterville, Porterville, California-*Project work included asphalt concrete plant inspection, asphalt concrete testing at the plant and at the material lab, asphalt concrete mix design, and asphalt concrete mix design review (contractor's lab).

Pipeline

*Proposed South Feeder Parallel Pipeline, Boyle Engineering Corporation, Palmdale, California-*The pipeline consisted of approximately 21,200 feet of 48-inch and 9,600 feet of 36-inch or 30-inch diameter cement mortar lined and coated steel pipe as well as two above ground outlets for future turnout structures.

*Westside Sanitary Sewer Trunk Line, City of Tulare, Tulare, California-*Performed investigation to evaluate the proposed project with respect to the engineering properties of the subsurface soils and provided earthwork recommendations, and considerations concerning the design and construction of the project.



Qualifications

Registrations:

Geotechnical Engineer,
California 2644

Civil Engineer,
California 57398

Education:

BS, Civil Engineering,
California Polytechnic
State University, San
Luis Obispo, 1992

MS, Civil and
Environmental
Engineering, California
Polytechnic State
University, San Luis
Obispo, 1994

Experience:

BSK Associates, Branch
Manager-1994 to
Current





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project

Chris R. Helm – Supervisory Technician

Professional Background:

Mr. Helm has been with BSK Associates since he began his career in the construction industry more than 22 years ago. His expertise includes materials testing and observation/inspection of earthwork, concrete, and asphalt pavement on a wide variety of project types such as roadways, bridges, airports, wastewater treatment plants, landfills, schools, hospitals and commercial and industrial building sites. He has experience working with various agencies including cities, counties, school districts, water districts, DSA, OSHPD and Caltrans, and has a well-earned reputation for being a fair-minded, dedicated, and highly competent professional.

Relevant Project Experience:

Municipality(Transportation)

City of Visalia, Hwy 198/Santa Fe Street Bridge Overcrossing – Mr. Helm provided material testing services required for the construction of the \$7.523 million Highway 198 overcrossing at Santa Fe Street in central Visalia. Funded by California Bond Measure R, the five-lane overpass incorporates the use of pillars, brickwork and an artistic arching guardrail.

City of Porterville, Jaye Street Bridge Widening – Mr. Helm was responsible for quality control regarding compaction of soils for the project, which consisted of widening the original two-lane bridge over the Tule River to four lanes. The completed bridge is 83 feet wide and 242 feet long with five-foot wide sidewalks on both the east and west sides.

City of Porterville, Plano Street Bridge Widening, Porterville, California - Mr. Helm was responsible for quality control regarding compaction of soils for the project, which consisted of widening the bridge from 35 feet to 80 feet which allows for four lanes, bike lanes and safe pedestrian walkways on both sides of the span, which is 583 feet long.

City of Visalia Airport Taxiway Reconstruction, Visalia, California - Mr. Helm conducted quality assurance sampling and testing of subgrade, aggregate subbase, and asphalt for both field and laboratory aspects.

City of Hanford Airport Overlay, Hanford, California – Mr. Helm performed compaction testing of runway/taxiway subgrade, sub-base, aggregate base, and asphalt concrete.

City of Dinuba, Avenue 416 Road Widening – Mr. Helm was responsible for periodic quality control regarding compaction of soils for the project, which included widening a seven mile stretch of 2-lane road to five-lanes consisting of four through lanes, a continuous two-way left turn lane, limited on-street parking, complete ADA compliant pedestrian facilities and four new signalized intersections. In addition, the Project also encompasses many other improvements including curbs and sidewalks, master planned storm drain, water and sanitary sewer facilities, storm water facilities and street lighting. Mr. Helm supported the project as Lead Field Technician with quality assurance sampling and testing of subgrade, aggregate subbase and asphalt.

White Lane at State Highway 99, On-Ramp Construction, Lim and Nacimiento, Bakersfield, California – Mr. Helm served on this project as a Field Technician for construction materials testing and inspection during reconstruction of the on-ramp.



Qualifications

Registrations / Certificates:

ACI Grade 1
Nuclear Gauge

Caltrans Test Methods
125 (General, Agg/Soil,
HMA, and Bit), 231,
375, 504, 518, 533,
539, 540, 543, 556, 557

Education:

Reedley College;
General Education and
Physical Therapy

College of the
Sequoias; General
Education and Physical
Therapy

Experience:

BSK Associates, Senior
Field Technician /
Inspector-1998 to
Current

Technical Testing, Field
Technician 1996 to
1998





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project



RESUME

Joel R. Joyner, PE, PLS
Survey Project Manager

About:

Years of Experience: 30

Years with Guida: 1

Education: B.S., Civil Engineering, California State University, Fresno, Fresno, CA

Professional Registration/Certifications: Professional Land Surveyor #8318/CA; Professional Civil Engineer #053350/CA

Summary:

Rick brings over 30 years of experience as both a licensed land surveyor and licensed civil engineer. He brings a depth of project management experience, having been responsible for maintaining project schedules, budgets, and resources. He is a well-rounded surveyor, closely managing survey projects that include parcel maps, parcel mergers, record of surveys, topographic surveys, and construction staking activities.

Project Experience:

Pacific Gas & Electric (PG&E), On-Call Land Surveying Services, Northern California, CA: For Guida's longest-running Northern California on-call contract, Rick serves as field supervisor for the work our firm provides in the Central Valley. The contract requires frequent communications about resource sharing among offices to provide construction surveys, design surveys, aerial topography, right-of-way mapping, plan and profile drawings, utility mapping, potholing, and a multitude of other surveying services.

Solar Frontier Americas, Mustang 2 Solar Project – Survey Construction Staking, Lemoore, CA: Rick serves as project manager for the construction surveying services for this fast-paced project that requires variable hours and multiple field crews. The project site is on nearly 1,800 acres of privately owned land in an unincorporated area; once complete, the project itself will provide solar power to utility customers by interconnecting to the nearby regional electricity grid at Pacific Gas and Electric Company's (PG&E) existing Mustang Switching Station. Guida has been contracted to provide construction staking services for the solar panels, roads, trenching, and fencing.

County of Tulare, Pixley Main Street Improvement Project – Survey Construction Staking, Pixley, CA: Rick serves as project manager, overseeing the construction surveying services for a one-mile segment of Main Street in Pixley. The project will construct new curb and gutter, sidewalks, and drainage systems. Guida is responsible for providing constructability reviews, computations, construction staking, monument preservation, and preparation of corner records to support the construction of sidewalks, curbs, gutters, driveways, valley gutters, asphalt pave outs, underground and surface drainage improvements, ADA curb ramps, monument preservation, and striping and signage improvements along Main Street.

McFarland Union High School District, McFarland High Sports Complex – Survey Construction Staking, McFarland, CA (Kern County): Rick currently serves as project manager overseeing construction surveying services for the McFarland High School Sports Complex for the McFarland Unified School District. The project includes the construction of a concessions building, parking lot, six baseball field dugouts and three backstops, miscellaneous site development for sports activities, installation of stadium lighting, alterations and upgrades to existing parking lots, and related site development for accessibility and ADA compliance.

County of Kings, Bridge Replacement at 16th Avenue at the Lower Kings River Ditch, Kings County, CA: For this project, Rick served as survey manager and was responsible for the preparation of legal descriptions and plats to support the acquisition of new right of way. Rick also oversaw the preparation of design surveys needed to design and inspect the new bridge.

City of Lemoore, Various Projects, Lemoore, CA: For this contract, Rick served as the city engineer responsible for the review of plans and specifications, prepared by other consultants, for a multitude of capital improvement projects, including the review of improvement plans and final maps.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project



RESUME

Christopher Allen
Party Chief

About:

Years of Experience: 15

Years with Guida: 34

Education: Yosemite High School, Oakhurst, CA (1989)

Professional Registration/Certifications: Text

Summary:

Chris brings over 15 years of experience providing land surveying and mapping expertise on projects throughout the Central Valley. His work as a party chief includes design and construction work for municipal, transportation, and educational projects and facilities. Chris knows how to utilize the latest in survey technologies and is dedicated to providing quality surveying work and deliverables.

Project Experience:

Solar Frontier Americas, Mustang 2 Solar Project – Survey Construction Staking, Lemoore, CA: Chris works as party chief for the construction surveying services for this fast-paced project that requires variable hours and multiple field crews. The project site is on nearly 1,800 acres of privately owned land in an unincorporated area; once complete, the project itself will provide solar power to utility customers by interconnecting to the nearby regional electricity grid at Pacific Gas and Electric Company's (PG&E) existing Mustang Switching Station. Guida has been contracted to provide construction staking services for the solar panels, roads, trenching, and fencing.

Pacific Gas & Electric (PG&E), On-Call Land Surveying Services, Northern California, CA: For Guida's longest-running Northern California on-call contract, Chris serves as a party chief for the work our firm provides in the Central Valley. The contract requires frequent communications about resource sharing among offices to provide construction surveys, design surveys, aerial topography, right-of-way mapping, plan and profile drawings, utility mapping, potholing, and a multitude of other surveying services.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvements Phase 1 Project

STAFFING PLAN

SJCM brings to the City of Reedley Manning Avenue Improvements Phase I Project a ready full-service team that can provide continuity and apply lessons learned from the successful construction management of several federally funded projects in Tulare County. The SJCM Team can deliver the staff, experience, depth of resources and technical expertise this project requires. In addition, the team brings lessons learned from multiple Caltrans roadway projects throughout California. SJCM has developed a professional working relationship with the design team of PETERS ENGINEERING GROUP (Mr. Will Washburn) at the Jaye Street Widening Project in the City of Porterville. This established relationship will be instrumental in delivering the project successfully through construction phase with prompt resolution of field issues as well as bring savings to the project.

The success of your project depends on your Construction Management team's ability to identify and effectively deal with general construction technical issues, project administration and controls, and relationship with all stakeholders. Led by Frank Sana, PE, as Resident Engineer, the project team will immediately confront and develop strategies for managing these issues. The goal is to identify project risk early and develop innovative and effective solutions to contain them before they lead to adverse cost and schedule impacts. We have performed an initial constructability review and identified key areas that are critical for the success of your project and our strategies for mitigating their impact on the budget and schedule. These items are listed in Section I Proposed Scope of Services of this proposal under a heading Identification and Resolution of Potential Challenges and Key Issues.

Frank will be supported by a full time Assistant Resident Engineer Santana Jimenez who will be working out of the field office. An as needed construction inspector / office engineer Humza Mansoor will support both Frank and Santana. The construction surveying will be provided by Guida, Inc. Finally, the team will be strengthened by materials testing firm of BSK Associates that will support the project from their local lab in Fresno.

The first order of work for the Resident Engineer would be to set up a kickoff meeting with the City staff and the design team to establish the City's goals and objectives for the project, lines of communications and the level of authority dedicated to the CM team. Based on this meeting, the RE will develop a project specific Construction Management Plan that will be used as a guide for the CM team throughout construction and close out.

As your Resident Engineer will be managing all project communications. The communication with the contractor will be based on firmness and fairness. Our team will work on developing a partnership based on trust and confidence. This relationship will form the cornerstone of our strategy to resolving project issues. The SJCM team will work with the selected contractor on developing construction schedules and work plans. The process begins at the pre-construction conference and continues throughout the construction. All members of the construction management team will work towards the goal of resolving potential differences with the contractor in a timely and fair manner. Our team is committed to the concept of partnering as an efficient means of issues resolution. Our goal: "No unresolved claims by the end of the project."

Our team will also produce weekly project-specific reports that address status of the work, outstanding construction issues, potential change orders, construction budget, contingency funds, and schedule. Frank will be responsible for producing meeting agendas and minutes, and status logs for RFIs, submittals, issues and change orders. Our field staff will maintain daily reports that detail work progress by location, contractor's equipment and labor, materials incorporated on the project, potential conflicts, materials testing results, and contract item quantities in accordance with Caltrans Construction Manual.





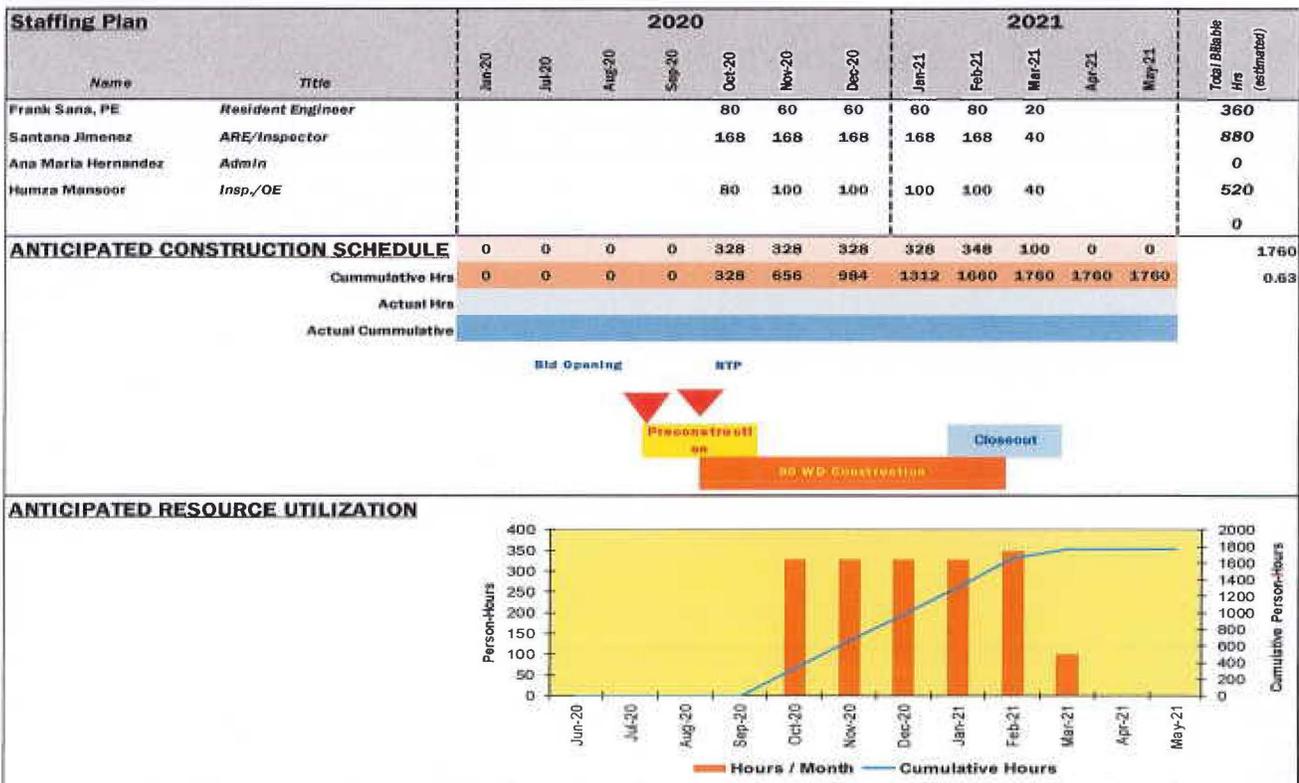
CONSTRUCTION MANAGEMENT / INSPECTION SERVICES For Manning Avenue Improvement Phase 1 Project

The City can be assured that SJCM team has the available resources, expertise, and strong desire to serve the City on this important project. The following table illustrates our team ability, expertise and capacity.

Key Personnel Experience Profile	Years of Experience	Registration	Availability (AN=As Needed)	Fresno / Tulare County Project Experience	Caltrans District 06 Oversight Experience	Caltrans Local Assistance / Encroachment Permit	Traffic Staging / Detours	Community Outreach Public Presentation	Utility Coordination	Caltrans WPCP & SWPPP	Sewer / Water Main Exp	Street Improvement Experience	ADA Compliance	Cured-in-Place Liner	Bilingual In Spanish	Schedule + Claims
Frank Sana, PE Resident Engineer	27	PE	50%	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
Santana Jimenez Assistant Resident Engineer	27		100 %	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Humza Mansoor Inspector / Office Engineer	8		50%	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓

The table below further illustrates our staffing schedule on a monthly basis. This is based on the information available in the RFP and our understanding of project plans. The actual hours and effort will be subject to the Contractor's actual schedule and resources allocated to the project. Our team will be flexible in adjusting to the Contractor's schedule to provide the City with the most efficient CM team to administer the construction of Manning Ave Improvement Phase I Project.

Key Member Staffing Plan





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvements Phase 1 Project

Local Assistance Procedures Manual

Exhibit 10-01
 Consultant Proposal DBE Commitment

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Reedley 2. Contract DBE Goal: 8%
 3. Project Description: Manning Avenue Improvements Phase 1
 4. Project Location: Manning Avenue Between Reedley Parkway & North Frankwood Ave, Reedley, CA
 5. Consultant's Name: SJ Construction Management 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Construction Management Services Inspection Services	47277	SJ Construction Management 1423 Monte Grosso CT, Merced, CA 95430	100%
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		11. TOTAL CLAIMED DBE PARTICIPATION	100 %
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 8/21/2020 12. Preparer's Signature 13. Date Santana Jimenez 510-439-6335 14. Preparer's Name 15. Phone President 16. Preparer's Title			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvement Phase 1 Project

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: SJ Construction Management 1423 Monte Grosso CT Merced, Ca 95340 Congressional District, if known			
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable _____			
8. Federal Action Number, if known:		9. Award Amount, if known:			
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) NONE		11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)			
(attach Continuation Sheet(s) if necessary)					
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____			
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____					
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/> NONE					
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: <u>Santana Jimenez</u> Title: <u>President</u> Telephone No.: <u>510-439-6335</u> Date: <u>08/21/2020</u>			
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL			

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files





CONSTRUCTION MANAGEMENT / INSPECTION SERVICES
For Manning Avenue Improvement Phase 1 Project



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pearl Insurance 1200 E Glen Ave Peoria Heights, IL, 61611		CONTACT NAME: PHONE: _____ FAX: _____ (A/C No. Ext): _____ (A/C No.) E-MAIL: _____ ADDRESS: _____	
INSURED SJ Construction Management 1423 Monte Grosso Ct Merced, CA 95340-3267		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A - Continental Casualty Company 20443	
		INSURER B - National Fire Insurance Company of Hartford 20478	
		INSURER C - Travelers Casualty and Surety Company of America 31194	
		INSURER D	
		INSURER E	
		INSURER F	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDITIONAL	INSURER	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LT#		(INS)	(WVD)		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	6025195466	04/18/2020	04/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6025195466	04/18/2020	04/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6025195516	04/18/2020	04/18/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 6 25195483	04/18/2020	04/18/2021	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	N	107079493	04/18/2020	04/18/2021	\$1,000,000 per claim \$2,000,000 aggregate

"Attached certificate of insurance shows our standard coverage, however, we will acquire coverage limits requested in the RFP on a project specific basis. We have acquired project specific coverage in the past and this has been verified by our insurance company".

CERTIFICATE HOLDER <div style="text-align: center; border: 1px solid black; padding: 5px;"> PROOF OF INSURANCE </div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Construction Management, Resident Engineer & Inspection Services For
The Manning Avenue Improvement Phase I Project - City of Reedley**

August 21, 2020



Cost Proposal Project Fee

Construction Duration 90 Working Days

Name	Classification	Base Rate	Indirect		Billable Rate	Hours	Total
			Cost	110%			
Frank Sana, P.E.	Resident Engineer	\$ 95.00	\$ 104.50	\$ 199.50	360	\$ 71,820.00	
Santana Jimenez	ARE/Inspector	\$ 72.00	\$ 79.20	\$ 151.20	880	\$ 133,056.00	
Ana Maria Hernandez	Admin	\$ 50.00	\$ 55.00	\$ 105.00	0	\$ -	
Humza Mansoor	OE/Insp	\$ 60.00	\$ 66.00	\$ 126.00	520	\$ 65,520.00	

Total Direct Costs \$ 270,396.00
Fixed Fee \$ 27,039.60

*** Safe Harbor Rate**

Total SJCM Costs **\$ 297,435.60**

SUBCONSULTANTS

BSK Associates, Inc. Materials Testing (Allowance) **\$ 43,356.00**

Guida, Inc. Construction Surveying & Staking (Allowance) **\$ 43,600.00**

Total Subconsultants **\$ 86,956.00**

*** Budgeted allowance is transferable to cover other scope of CM services as needed to effectively respond to the Contractor's schedule and activities*

OTHER DIRECT COSTS

	Rate	Unit	
Repographics, photo copying		actual	
Deliveries, Mail		actual	
CM / Inspector Vehicles (Included)	\$ 800.00	Months	\$ -
ARE Vehicle 1	\$ 1,600.00	Months	\$ -
ARE Vehicle 2	\$ 800.00	Months	\$ -
RE/Str Rep Per Diem (Actual per Caltrans Travel Guidelines for Contractors)	\$ 600.00	Months	\$ -
ARE 1 Per Diem (Actual per Caltrans Travel Guidelines for Contractors)	\$ 2,500.00	Months	\$ -
ARE 2 Per Diem (Actual per Caltrans Travel Guidelines for Contractors)	\$ 600.00	Months	\$ -
Submittal Exchange License (Web Collaborative CM Tool)	\$ -	LS	\$ -
CM Office To be provided by the Contractor	\$ 1,200.00	5 Months	\$ 6,000.00
Total ODC			\$ 6,000.00

Total \$ 390,391.60

Note: (1) Schedule is based on 90 WDs construction period as shown on the RFP. In the absence of Contractor's schedule, assumptions are made for CM effort Actual hours may vary.



Task Schedule

Key Member Staffing Plan

Staffing Plan		2020						2021					Total Billable Hrs (estimated)	
Name	Title	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21		May-21
Frank Sana, PE	Resident Engineer					80	60	60	60	80	20			360
Santana Jimenez	ARE/Inspector					168	168	168	168	168	40			880
Ana Marla Hernandez	Admin													0
Humza Mansoor	Insp./OE					80	100	100	100	100	40			520
														0

ANTICIPATED CONSTRUCTION SCHEDULE		Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Total
		0	0	0	0	328	328	328	328	348	100	0	0	1760
	Cummulative Hrs	0	0	0	0	328	656	984	1312	1660	1760	1760	1760	0.63
	Actual Hrs													
	Actual Cummulative													

Bid Opening

NTP

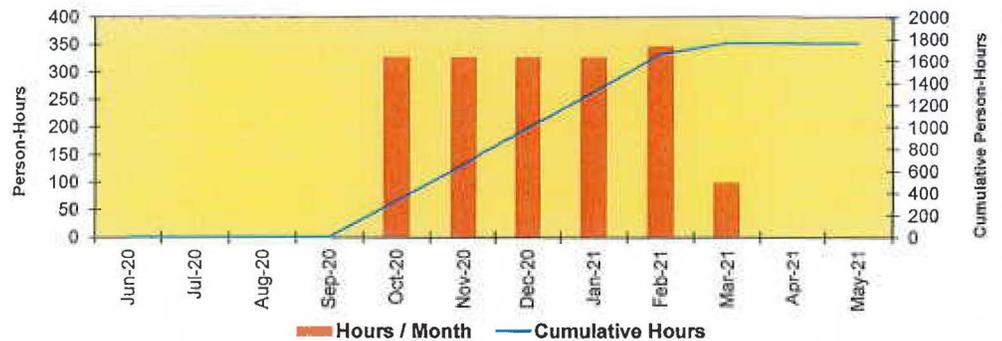


Preconstruction

Closeout

90 WD Construction

ANTICIPATED RESOURCE UTILIZATION



**** Note: This staffing schedule is based upon the understanding that the City's desire to have construction completed in 90WDs with estimated \$2.5 million construction value. The hours are based on assumption that the County will contract with a lowest responsible Contractor who will perform with the industry standard of care. If the Contractor requires additional supervision, additional hours may be necessary to step up inspection of the Contractor's activities.**



REEDLEY CITY COUNCIL

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

ITEM NO: 8

DATE: September 22, 2020

TITLE: ADOPT RESOLUTION NO. 2020-085 OF THE SUCCESSOR AGENCY TO THE FORMER REEDLEY REDEVELOPMENT AGENCY APPROVING THE FIRST AMENDMENT TO LAST AND FINAL RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE

SUBMITTED: Paul A. Melikian, Assistant City Manager

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the Successor Agency to the former Reedley Redevelopment Agency adopt Resolution 2020-085 approving the first amendment to the Successor Agency's Last and Final Recognized Obligations Payment Schedule (ROPS) to reflect the revised debt service schedule for the 2020 Taxable Tax Allocation Refunding Bonds.

EXECUTIVE SUMMARY

On July 30, 2020, the Successor Agency issued its 2020 Taxable Tax Allocation Refunding Bonds in the initial principal amount of \$4,230,000 (the "2020 Bonds") to refund all of its outstanding Reedley Redevelopment Agency Reedley Redevelopment Project 2011 Tax Allocation Bonds, Series A (the "2011A Bonds") to achieve debt service savings benefitting the City and all other affected taxing entities. The City Council received an update on the results of the refunding process on August 25, 2020.

As a result of the lowered debt service required by the 2020 Bonds compared to the 2011A Bonds, an amendment to the Successor Agency's previously-approved Last and Final Recognized Obligations Payment Schedule (ROPS) is required. Following approval by the Successor Agency, approval will be sought from the Countywide Oversight Board for the County of Fresno (the "Oversight Board") and the California State Department of Finance.

BACKGROUND

On July 30, 2020, the Successor Agency issued its 2020 Bonds to refund all of its outstanding 2011A Bonds to achieve debt service savings. Prior to issuance of the 2020 Bonds, working with its financing team, Successor Agency staff sought, and obtained, approval from the Successor Agency, Oversight Board and Department of Finance, as required by applicable law.

The refunding of the 2011A Bonds will generate significant savings for all of the affected taxing entities over the life of the bonds, including the K-12 Schools; the Community College District; the County Office

of Education; the County; the County Library District; the Consolidated Mosquito Abatement District; and the City's General Fund.

Pursuant to Section 34191.6(b) of the Redevelopment Law, the Successor Agency previously submitted a Last and Final ROPS to its oversight board and the Department of Finance for approval, which Last and Final ROPS was approved by the Department of Finance by letter dated October 6, 2017. Given the lowered debt service required by the 2020 Bonds compared to the 2011A Bonds, an amendment to the Successor Agency's previously approved Last and Final ROPS is required to reflect the new debt service amounts.

The Redevelopment Law permits two requests for amendments to a Successor Agency's Last and Final ROPS and requires approval by the Oversight Board and the Department of Finance of each such amendment. The requested amendment is included in the attachments, and reflects the new debt service schedule for the 2020 Bonds.

FISCAL IMPACT

The advance refunding (refinancing) of the 2011 RDA bonds will generate savings to the City of \$50,375 annually to the General Fund.

ATTACHMENTS

Resolution No. 2020-085

Amendment #1 to Last and Final ROPS

RESOLUTION NO. 2020-085

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REEDLEY REDEVELOPMENT AGENCY APPROVING FIRST AMENDMENT TO LAST AND FINAL RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE (ROPS)

WHEREAS, the Reedley Redevelopment Agency (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the "Law");

WHEREAS, pursuant to Section 34172, subdivision (a), of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the Successor Agency to the Reedley Redevelopment Agency (the "Successor Agency") has become the successor entity to the Former Agency;

WHEREAS, pursuant to Section 34179, subdivision (j), the Countywide Oversight Board for the County of Fresno (the "Oversight Board") has been established;

WHEREAS, prior to dissolution of the Former Agency, in order to finance and refinance redevelopment activities within or of benefit to the Reedley Redevelopment Project, the Former Agency issued its \$8,275,000 Reedley Redevelopment Agency Reedley Redevelopment Project 2011 Tax Allocation Bonds, Series A (the "2011A Bonds");

WHEREAS, pursuant to Section 34191.6, subdivision (b), the Successor Agency previously submitted a Last and Final Recognized Obligation Payment Schedule ("Last and Final ROPS") to its oversight board and the Department of Finance, which Last and Final ROPS was approved by the Department of Finance by letter dated October 6, 2017;

WHEREAS, pursuant to Section 34177.5 and other applicable provisions of law, on July 30, 2020, the Successor Agency issued its 2020 Taxable Tax Allocation Refunding Bonds in the initial principal amount of \$4,230,000 (the "2020 Bonds") to refund its 2011A Bonds to achieve debt service savings for the benefit of all affected taxing entities;

WHEREAS, the Successor Agency desires to make its first amendment to its previously-approved Last and Final ROPS to reflect the lowered debt service required by the 2020 Bonds compared to the 2011A Bonds; and

WHEREAS, Section 34191.6, subdivision (c), permits two requests for amendments to the Successor Agency's Last and Final ROPS and requires approval by the Oversight Board and the Department of Finance of each such amendment.

NOW, THEREFORE, the Successor Agency to the Reedley Redevelopment Agency hereby finds, determines, orders and resolves:

Section 1. The Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Successor Agency hereby approves the First Amendment to its Last and Final ROPS, in substantially the form attached hereto as Exhibit A.

Section 3. The Successor Agency is hereby authorized and directed to transmit a copy of the approved First Amendment to Last and Final ROPS to the Oversight Board and the Department of Finance for review and approval in accordance with Section 34191.6, subdivision (c)(2)(A).

The foregoing resolution was passed and adopted by the Successor Agency to the Reedley Redevelopment Agency at a regular meeting held on the 22nd day of September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Frank Piñon, Mayor

ATTEST:

Sylvia Plata, City Clerk

EXHIBIT A

Successor Agency to the Reedley Redevelopment Agency

First Amendment to Last and Final ROPS

**Reedley Last and Final Recognized Obligation Payment Schedule (ROPS) - Amendment #1 Detail
May 1, 2021 through November 1, 2036**

A Period July - December			
ROPS Period	Fund Sources		Six-Month Total
	RPTTF	Admin RPTTF	
			\$ -
ROPS 21-22A	309,877	8,313	\$ 318,190
ROPS 22-23A			\$ -
ROPS 23-24A			\$ -
ROPS 24-25A			\$ -
ROPS 25-26A			\$ -
ROPS 26-27A			\$ -
ROPS 27-28A			\$ -
ROPS 28-29A			\$ -
ROPS 29-30A			\$ -
ROPS 30-31A			\$ -
ROPS 31-32A			\$ -
ROPS 32-33A			\$ -
ROPS 33-34A			\$ -
ROPS 34-35A			\$ -
ROPS 35-36A			\$ -
Total	309,877	8,313	318,190

B Period January - June				
ROPS Period	Fund Sources		Six-Month Total	Twelve-Month Total
	RPTTF	Admin RPTTF		
			\$ -	\$ -
ROPS 21-22B	377,595	8,313	\$ 385,908	\$ 704,098
ROPS 22-23B	379,477	16,626	\$ 396,103	\$ 396,103
ROPS 23-24B	380,734	16,626	\$ 397,360	\$ 397,360
ROPS 24-25B	316,312	16,626	\$ 332,938	\$ 332,938
ROPS 25-26B	302,390	16,626	\$ 319,016	\$ 319,016
ROPS 26-27B	298,218	16,626	\$ 314,844	\$ 314,844
ROPS 27-28B	298,586	16,626	\$ 315,212	\$ 315,212
ROPS 28-29B	298,481	16,626	\$ 315,107	\$ 315,107
ROPS 29-30B	298,029	16,626	\$ 314,655	\$ 314,655
ROPS 30-31B	302,217	16,626	\$ 318,843	\$ 318,843
ROPS 31-32B	305,914	16,626	\$ 322,540	\$ 322,540
ROPS 32-33B	303,197	16,626	\$ 319,823	\$ 319,823
ROPS 33-34B	305,344	16,626	\$ 321,970	\$ 321,970
ROPS 34-35B	307,181	16,626	\$ 323,807	\$ 323,807
ROPS 35-36B	308,736	16,626	\$ 325,362	\$ 325,362
Total	4,782,411	241,077	5,023,488	5,341,678



REEDLEY CITY COUNCIL

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

ITEM NO: 9

DATE: September 22, 2020

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A SERVICES AGREEMENT AND ALL ASSOCIATED DOCUMENTS AND AMENDMENTS WITH MICHAEL BALLIET CONSULTING (MBC) FOR THE PURPOSE OF EVALUATING SB 1383 COMPLIANCE, SOLID WASTE SERVICES AND RELATED STATE MANDATES

SUBMITTED: Russ Robertson, Public Works Director *UR*
Paul Melikian, Assistant City Manager

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

RECOMMENDATION

That the City Manager be authorized to execute a services agreement and all associated documents and amendments with MBC for the purpose of determining the impacts of new SB 1383 (Organics) regulations on City operations and costs, and formulating and executing a compliance strategy for solid waste services at a not-to-exceed cost of \$24,200.

BACKGROUND

The State of California continues to place mandates upon solid waste haulers and services at an alarming rate. These mandates have significant impacts on the City's operations and costs and full compliance with these mandates can be very difficult to achieve.

SB1383, signed by Governor Brown in 2016, requires the separation and collection of organic waste for every residential and commercial customer. SB1383 requires the City to perform public outreach and education, collection services, enforcement for non-compliance, and organics waste processing costs. These regulations become effective on January 1, 2022. The regulations will place significant and new burdens upon both the residential and commercial hauling of organic waste as well as extensive administration, and reporting requirements on the City.

In an effort to navigate and adhere to all of the requirements of SB1383 in the most

economical way possible for our rate payers, staff requested a proposal from MBC, a firm that specializes in solutions to solid waste mandated services and service efficiencies.

MBC has been assisting local jurisdictions with State compliance issues since 1991 and is currently working with a number of jurisdictions on SB1383 compliance solutions. References included the City of Costa Mesa, Laguna Woods, City of Irvine, Los Alamitos, and Diamond Bar.

MBC will provide the City with a detailed review of SB1383 regulations and estimate the additional activities and related costs that will impact the City. MBC will perform a full evaluation of current and pending State mandates and compliance efforts required to adhere to such mandates and related services including whether private agreements or contracts should be considered. MBC will provide cost-effective workable solutions to the regulations of SB1383 and work with staff to finalize compliance plans, lay out timelines, and provide technical assistance throughout the process. MBC will also assist City staff and the City attorney to determine which regulations require ordinance development or changes.

As part of the engagement, MBC will also be evaluating the overall fiscal health of the Solid Waste Fund. For the past two years because of rising operational and employee costs and compliance with State mandates, the Solid Waste Fund has not met the 45 day cash-on-hand threshold.

When the evaluation and a plan of action has been completed, MBC will assist City staff in preparing reports and a presentation to the City Council.

FISCAL IMPACT

Services will be performed at an hourly rate with a not-to-exceed amount of \$24,200. Adequate funds are currently available in the Solid Waste Professional Services account for this item.

ATTACHMENTS

Proposal submitted by MBC



September 10, 2020

Mr. Russ Robertson
Public Works Director
City of Reedley
1733 9th Street
Reedley, CA 93654

VIA ELECTRONIC MAIL

Re: Proposal – SB 1383 Solutions Assistance

Dear Mr. Robertson:

Per our discussions, herein is our proposal for assisting the City of Reedley in determining the impacts of new SB 1383 regulations on City operations and costs, and formulating and assisting in executing your compliance strategy. This is a significant unfunded mandate that will impact virtually every department within the City. This proposal provides you with a complete solution at a not-to-exceed cost of \$24,200 that includes 220 hours billed at a discounted rate of \$110 per-hour.

Michael Balliet Consulting, LLC (MBC) has been assisting local jurisdictions with State compliance issues since 1991 and is currently working with a number of jurisdictions on SB 1383 compliance solutions. We have been assisting the City of Costa Mesa since 1992 and Laguna Woods since 2001, and have also been assisting the cities of Irvine, Los Alamitos, and Diamond Bar for over 5-years.

The first step of this project is to provide you with a detailed review of SB 1383 regulations and estimate the additional City activities and related costs that will impact you by January 2022. We will work with City staff to formulate cost-effective compliance solutions, using our experience to streamline the process of finding workable solutions to the major City operations impacted by SB 1383. We will also help City staff formulate a presentation to elected officials and department heads, so they will be aware of these mandates, their impacts upon the City, and the options for compliance reasonably available to you.

We will then work with City staff to finalize compliance plans, lay out timelines for necessary transitions, and provide technical assistance throughout this process.

This letter proposal provides a general framework of activities and a cost structure. The City will have the flexibility of dictating how best to utilize project hours once optimal solutions have been developed. We believe a 6 to 9-month period will be required to execute this scope of work.

Our review of current and pending State mandates, as well as service, procurement, administration, monitoring, and enforcement provisions of Senate Bill 1383 (SB 1383), will provide needed information on the significant shift in the number and type of required compliance programs the City must implement by January 1, 2022. The review will identify new services and compliance costs, as well as a timeline for City actions.

We will work with City staff and the City attorney to determine which regulations require ordinance development, which can be handled through changes to internal operations, and other options which may require contracting for outside services.

Once decisions are made we will assist City staff in preparing reports for the City Council.

Thank you for the opportunity to assist you in this process. We are prepared to commence work at your direction.

Sincerely,

Submitted Via Email - Proposal Pricing Good for 45 days

Michael L. Balliet
Michael Balliet Consulting, LLC



REEDLEY CITY COUNCIL

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

ITEM NO: 10

DATE: September 22, 2020

TITLE: APPROVE AND AUTHORIZE ITEMS PERTAINING TO THE PROPOSITION 68 PER CAPITA GRANT PROGRAM FOR LOCAL PARKS WITH THE STATE OF CALIFORNIA OFFICE OF GRANTS AND LOCAL SERVICES (OGALS):

- A) APPROVE THE RECOMMENDED PROJECT LIST.
- B) APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN APPLICATION FORM FOR EACH PROJECT ON THE IDENTIFIED PROJECT LIST.
- C) ADOPT RESOLUTION NO. 2020-086 APPROVING THE TERMS OF THE CONTRACT AND DESIGNATE THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE.

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve and authorize items pertaining to the Proposition 68 Per Capita Grant Program for local parks with the State of California Office of Grants and Local Services (OGALS):

- A) Approve the recommended Project List.
- B) Approve and authorize the City Manager to sign an application form for each project on the Project List.
- C) Adopt Resolution No. 2020-086 approving the terms of the contract and designate the City Manager as the Authorized Representative.

BACKGROUND

On June 5, 2018, California voters passed Proposition 68 the \$4 billion "Parks, Environment, and Water Bond Act of 2018." The Per Capita Grant Program originates from Proposition 68. This non-competitive grant program provides funding to local government agencies to support rehabilitation, creation and improvement of local parks.

Staff attended the mandatory workshop for the Per Capita funding and was provided the timeline for this funding. At this point OGALS has requested a resolution be approved and submitted to the OGALS office and Cities start to identify the projects for the funding. Once the projects are identified and approved by City Council, staff will complete an application packet for each individual project. The application packets are due by December 2021. OGALS has asked that all applications are received for the full amount of funding before a contract with the City of Reedley is executed. The contract must be executed by June 2022. The completion packet for each project must be submitted by March 2024.

The City of Reedley qualified for both the General Per Capita Program and the Urban County Per Capita for the total amount of \$194,081. With this limited amount the Community Services Commission is recommending the best use of the funding is completing Trimble Park with a play structure and investing in existing park space, Citizens Park.

With the donation made by the Melville Family for the shade structures at Trimble Park there is \$44,516.48 remaining from the original \$100,000. The donor has asked for the remaining funds to be used towards the play structure in Trimble Park. If this project is approved, the City will partner with the Parks and Recreation Foundation as the donated funds were provided to the non-profit. The Parks and Recreation Foundation has found a GeoPlex Net Climber that will fit nicely in the space available for a play structure. A quote was provided by the same vendor who completed the shade structure project. The climber, rubber fall surface and concrete border costs \$55,000.05. Staff is asking for the remaining balance of \$10,483.57 to come from the Per Capita Funds.

Once the City was notified of receiving the Per Capita Funds, staff worked with the Community Services Commission to identify projects of high priority for the funding. With the adoption of the 2020-21 Fiscal Year Budget, the replacement of the shade sails at Citizens Park was identified. Citizens Park was constructed in 2006 and the life span of the shade sails are 10-15 years. The shade sails are starting to tear and showing wear that will eventually rip. This park is one of the heaviest used parks in Reedley and with the hot summers in the valley the shade allows for year-round use. Staff has received two bids to replace the shade sails and are confident the price will not exceed \$36,000.

Just as the shade sails are starting to fail so is the rubber surface under the playground structure at Citizens Park. This material was installed in 2006 and getting beyond the point of patch repairs. At some point the City will need to replace the rubber surface before it becomes a liability concern. The City was provided a quote but because of the amount for this project, a formal bid process is required. If the funding allows, the rubber surface under the fitness clusters will be replaced as well, but the priority will be the playground surface.

FISCAL IMPACT

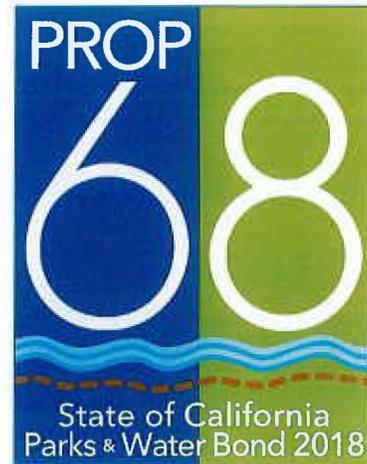
The projects for the City of Reedley do not require a match for the Per Capita Program. When the project location was put into the Per Capita Match Calculator it was identified as a severely disadvantaged community (median household income less than 60% of the statewide average) and the 20% match is waived.

ATTACHMENTS

1. Recommended Project List
2. Per Capita Project Application Form
3. Resolution No. 2020-086
4. Sample Grant Contract Per Capita Grant Program

Proposition 68 Per Capita Grant Funds

City of Reedley Per Capita Allocation \$194,131.00



Purposed Projects

\$55,000.05 – **Trimble Park** GeoPlex Net Climber, Concrete Border & Play Surfacing
*The City of Reedley Per Capita contribution - \$10,483.57 Reedley Parks & Recreation
Foundation contribution - \$44,516.48 for a total of \$55,000.05

Estimate \$36,308.30 – **Citizens Park** Playground Shade Structure

Estimate \$120,717.56 – **Citizens Park** Playground Surfacing

Estimate \$98,580.40 – **Citizens Park** Workout Equipment Surfacing



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement
NEAREST CROSS STREET	
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>	
COUNTY OF PROJECT LOCATION	
GRANTEE NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (typed or printed) and Title	Email address Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)	
Name (typed or printed) and Title	Email address Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date
Print Name:	
Title:	

RESOLUTION NO. 2020-086
A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF REEDLEY APPRIVING
APPLICATION(S) FOR CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of Per Capita Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Reedley City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s), and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the Project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City general or recreation plan (RPC 80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC 80062(d)), and
6. Certifies that it will comply with the provision of 1771.5 of the State Labor Code and,
7. (PRC 80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum—Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017 the City will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase Diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC 80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spend on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC 80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegated the authority to the City Manager, or designee to conduct all negotiations, sign and submit documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number 2020-086 was duly adopted by the Reedley City Council

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank Piñon, Mayor

ATTEST:

Sylvia B. Plata, City Clerk

Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)						
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER		FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION				
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER				
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT		CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX		Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.						
SIGNATURE OF ACCOUNTING OFFICER				DATE		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

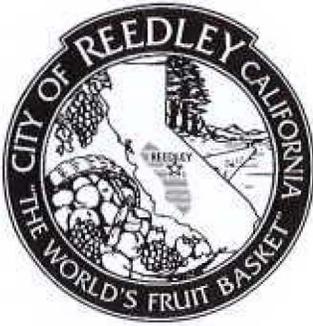
Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



REEDLEY CITY COUNCIL

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

ITEM NO: 11

DATE: September 22, 2020

TITLE: WORKSHOP REGARDING THE ACTUARIAL VALUATION REPORT OF THE REEDLEY RETIREE HEALTHCARE PLAN

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

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

EXECUTIVE SUMMARY

On August 25, 2020, the City Council received the actuarial valuation of the City of Reedley Retiree Healthcare Plan as of June 30, 2019.

The City's actuary, Bartel Associates, LLC, recently completed the required actuarial valuation of the Retiree Healthcare Plan ('Plan') as of June 30, 2019. 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 unfunded liability decreasing from \$8,560,000 at June 30, 2017 to \$6,807,000 as of June 30, 2019. Most importantly, the Plan's funded ratio has increased from 1.2% to 3.3%. This improvement is due to several factors that are highlighted below:

- The City Council's commitment to making regular additional annual contributions to prefund the plan. The prefunding contribution was recently increased in the FY 2020-21 Adopted Budget from 15% to 25% of expected annual premiums.
- A reduction in the number of current employees who are eligible for the future benefit. Only full-time employees originally hired before January 1, 2014 are eligible to participate.
- Fewer retirees have elected coverage than expected.
- Plan premiums have not increased as much as originally assumed.

A presentation regarding history of the plan, cost mitigation measures, and current status will be provided at the workshop.

BACKGROUND

The Governmental Accounting Standards Board Statement No. 75 requires that an actuarial valuation of the total OPEB liability is required to be performed at least every two years and information to be included in the City's financial statements. The City is compliant with this requirement.

ATTACHMENTS

June 30, 2019 Actuarial Valuation



**CITY OF REEDLEY
RETIREE HEALTHCARE PLAN**

BARTEL
ASSOCIATES, LLC

June 30, 2019 Actuarial Valuation

Mary Beth Redding, Vice President & Actuary
Daniel Park, Actuarial Analyst
Joseph Herm, Senior Actuarial Analyst

Bartel Associates, LLC

July 24, 2020

Contents

<u>Topic</u>	<u>Page</u>
Benefit Summary	1
Premiums	5
Participant Statistics	7
Actuarial Assumptions Highlights	10
Actuarial Methods	14
Assets	15
Results	16
Actuarial Certification	20
Exhibits	21



BENEFIT SUMMARY

<ul style="list-style-type: none"> ■ Eligibility 	<ul style="list-style-type: none"> ■ Retire directly from the City under CalPERS with 10 years City service <ul style="list-style-type: none"> • 10 years not required for active with Tier 1 benefits; • Future disability retirements assumed to require 10 years City service
<ul style="list-style-type: none"> ■ Tiers 	<ul style="list-style-type: none"> ■ Tier 1: <ul style="list-style-type: none"> • Current retirees age 55 before 10/24/2013 and; • Current actives \geq age 55 at retirement and retiring < 12/31/2016 ■ Tier 2: <ul style="list-style-type: none"> • Current actives \geq age 55 at retirement and retiring \geq 1/1/2017 ■ Tier 3: <ul style="list-style-type: none"> • Current actives hired or first becoming full time \geq 1/1/14 (not eligible for any City-paid retiree medical benefits)



BENEFIT SUMMARY

<ul style="list-style-type: none"> ■ Benefits Effective 1/1/14 	<ul style="list-style-type: none"> ■ Retiree pre-Medicare benefit: <ul style="list-style-type: none"> • Tier 1: Up to active contribution¹ • Tier 2 with 10 years City service: Smaller of 50% of retiree premium or active contribution • Tier 2 with 20 years City service: Smaller of 80% of retiree premium or active contribution ■ Dependent pre-Medicare benefit: <ul style="list-style-type: none"> • Tier 1: Up to \$500 per month total for all dependents • Tier 2: Up to \$250 per month for only one dependent ■ Retiree and one dependent post-Medicare benefit: <ul style="list-style-type: none"> • Tier 1: 100% of City Medicare Supplement premium (less \$10 per month if outside of City plans: "Freedom of Choice") • Tier 2 with 10 years City service: Smaller of 50% of City Medicare Supplement premium or active contribution • Tier 2 with 20 years City service: Smaller of 80% of City Medicare Supplement premium or active contribution
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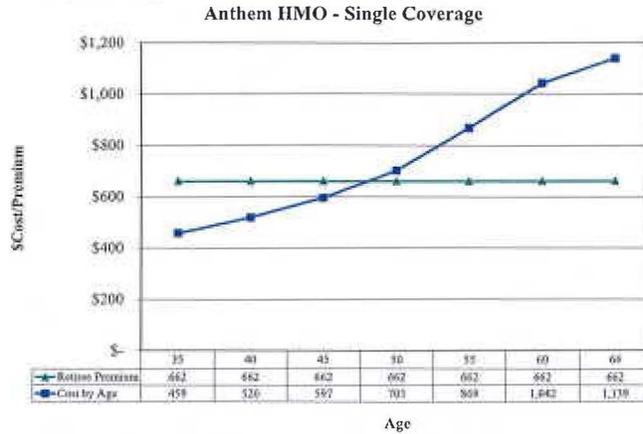
¹ \$627.45, \$1,313.20, & \$1,799.31 for single, 2-party, & family coverage, respectively in 2019.



BENEFIT SUMMARY

- Other OPEB
- No City contribution for retiree dental, vision, life insurance, or Medicare Part B reimbursement

- Implied Subsidy
- Employer cost for allowing retirees to participate at active premium rates
- Active employee premiums subsidize retiree cost



- Active “implied subsidy” included with retiree cost
- Implied subsidy not valued for Medicare premiums



BENEFIT SUMMARY

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PREMIUMS

Monthly Active Premiums²

Medical Plan	2020		
	Single	2-Party	Family
Blue Shield HMO	\$ 678.77	\$ 1,420.77	\$ 2,027.72
Blue Shield PPO	653.32	1,367.52	1,951.86
Kaiser	696.03	1,388.00	1,803.19

Pre-65 Retiree Premiums

Medical Plan	2020		
	Single	2-Party	Family
Blue Shield HMO	\$ 681.62	\$ 1,423.72	\$ 2,030.67
Blue Shield PPO (\$500/\$1,000)	656.27	1,370.47	1,954.81
Kaiser HMO	698.98	1,390.95	1,806.14

² Effective January 1st, 2020.



PREMIUMS

Monthly Post-65 Retiree Premiums³

Medical Plan	2020		
	Single	2-Party	Family
RetireeFirst/United American and Blue Shield HMO	\$ 328.10	\$ 656.20	\$ 1,337.82
RetireeFirst/United American and Blue Shield PPO	328.10	656.20	1,312.47
RetireeFirst/United American and Kaiser	328.10	656.20	1,355.18
Freedom of Choice ⁴	318.10	636.20	n/a

³ Effective January 1st, 2020.

⁴ City's Contribution.



PARTICIPANT STATISTICS

Participant Statistics - Actives

	Miscellaneous	Fire	Police	Total
■ Count	87	2	26	115
■ Average:				
• Age	42.0	47.9	38.1	41.2
• City Service	9.1	8.7	7.9	8.8
• Entry Age	31.8	38.8	28.2	31.1
• Salary	\$ 54,000	\$ 94,600	\$ 67,200	\$ 57,700
■ Total Salary (000's)	4,700	189	1,747	6,636



PARTICIPANT STATISTICS

Participant Statistics - Actives

	Tier 2	Tier 3	Total
■ Count	64	51	115
■ Average:			
• Age	47.4	33.4	41.2
• City Service	13.8	2.7	8.8
• Entry Age	32.4	29.6	31.1
• Salary	\$ 67,700	\$ 45,200	\$ 57,700
■ Total Salary (000's)	4,330	2,307	6,636



PARTICIPANT STATISTICS

Participant Statistics – Retirees

	Miscellaneous	Fire	Police	Total
■ Count				
• Retired	32	-	1	33
• Disabled	1	-	2	3
• Survivor	<u>4</u>	<u>-</u>	<u>1</u>	<u>5</u>
• Total	37	-	4	41
■ Average:				
• Age	72.4	N/A	68.4	72.0
• Service Retirement Age	57.7	N/A	55.9	57.7
• Disabled Retirement Age	62.8	N/A	46.3	51.8



ACTUARIAL ASSUMPTIONS HIGHLIGHTS

	June 30, 2017 Valuation	June 30, 2019 Valuation
■ Valuation Date	<ul style="list-style-type: none"> ■ June 30, 2017 ■ Fiscal Year 2017/18 & 2018/19 	<ul style="list-style-type: none"> ■ June 30, 2019 ■ Fiscal Years 2019/20 & 2020/21
■ Funding Policy	<ul style="list-style-type: none"> ■ Pay-Go + 15% of Cash Benefit Payments contributed to CERBT annually (Option 1) 	<ul style="list-style-type: none"> ■ Pay-Go + 25% of Cash Benefit Payments contributed to CERBT annually (Option 1)
■ General Inflation	<ul style="list-style-type: none"> ■ 2.75% 	<ul style="list-style-type: none"> ■ Same
■ Discount Rate	<ul style="list-style-type: none"> ■ 6.75%⁵ - Long-term expected rate of return on assets for CERBT Option 1 	<ul style="list-style-type: none"> ■ Same

⁵ Based on the City's current funding policy and GASBS 75 Implementation Guide exposure draft Illustration B2, the plan is projected to have sufficient funds to pay projected benefit payments.



ACTUARIAL ASSUMPTIONS HIGHLIGHTS

■ Medical Trend	June 30, 2017 Valuation		June 30, 2019 Valuation			
	<u>Year</u>	<u>Non-Medicare</u> <u>All Plans</u> Actual Premiums	<u>Medicare</u>	<u>Year</u>	<u>Non-Medicare</u> <u>All Plans</u> Actual Premiums	<u>Medicare</u>
	2017			2017	n/a	
	2018	7.50%	6.50%	2018	6.50%	n/a
	2019	7.50%	6.50%	2019		Actual Premiums
	2020	7.50%	6.50%	2020		Actual Premiums
	2021	7.25%	6.30%	2021	7.25%	6.30%
	2022	7.00%	6.10%	2022	7.00%	6.10%
		↓	↓		↓	↓
	2030	5.20%	4.70%	2030	5.20%	4.70%
	31-35	5.05%	4.60%	31-35	5.05%	4.60%
	36-45	4.90%	4.50%	36-45	4.90%	4.50%
	46-55	4.75%	4.45%	46-55	4.75%	4.45%
	56-65	4.60%	4.40%	56-65	4.60%	4.40%
	66-75	4.30%	4.20%	66-75	4.30%	4.20%
	2076+	4.00%	4.00%	2076+	4.00%	4.00%



ACTUARIAL ASSUMPTIONS HIGHLIGHTS

	June 30, 2017 Valuation	June 30, 2019 Valuation
■ Cap Increases	<ul style="list-style-type: none"> ■ Unrepresented active employee contribution: medical trend ■ Dollar caps for Dependents: 3.00% per year 	■ Same
■ Retirement, Mortality, Termination, Disability	<ul style="list-style-type: none"> ■ CalPERS 1997-2011 Experience Study ■ Mortality Improvement Scale MP-2016 	<ul style="list-style-type: none"> ■ CalPERS 1997-2015 Experience Study ■ Mortality Improvement Scale MP-2019
■ Participation at Retirement	<ul style="list-style-type: none"> ■ Currently covered actives: 90% ■ Currently waived actives: 15% 	<ul style="list-style-type: none"> ■ Retire with 20 years of service: 80% ■ Retire with <20 years of service: 70%
■ Medical Plan at Retirement	<ul style="list-style-type: none"> ■ Based on current election ■ 50% with dependent 	■ Same



ACTUARIAL ASSUMPTIONS HIGHLIGHTS

	June 30, 2017 Valuation	June 30, 2019 Valuation
<ul style="list-style-type: none"> ■ Basis for Assumptions 	<ul style="list-style-type: none"> ■ No experience study performed for this plan. ■ CalPERS experience study based on 1997 to 2015 demographic experience ■ Mortality improvement based on most recent Society of Actuaries table ■ Inflation based on our estimate for the Plan's very long time horizon ■ Participation and coverage assumptions based in part on Plan experience ■ Estimated claims costs based on premiums and City's demographics for active employee plan + retiree plans and Axene Health Partners' aging factors ■ Medical Trend: <ul style="list-style-type: none"> ➢ Short-term trend was developed in consultation with Axene Health Partners' healthcare actuaries ➢ Long-term trend was developed using Society of Actuaries' Getzen Model of Long-Run Medical Cost Trends 	



ACTUARIAL METHODS

Method	June 30, 2017 Valuation	June 30, 2019 Valuation
■ Cost Method	■ Entry Age Normal	■ Same
■ Amortization Method	■ N/A	■ N/A – no actuarially determined contribution is calculated
■ Unfunded Liability Amortization	■ N/A	■ N/A – no actuarially determined contribution is calculated
■ Actuarial Value of Assets	■ Market Value of Assets	■ Same



ASSETS

Market Value of Plan Assets

(Amounts in 000's)

	15/16	16/17	17/18	18/19
■ Market Value (Beginning of Year)	\$ -	\$ 49	\$ 103	\$ 161
• Contributions	46	46	51	53
• Benefit Payments	-	-	-	-
• Expenses	(0)	(0)	(0)	(0)
• Investment Earnings	3	9	7	15
■ Market Value (End of Year)	49	103	161	230
■ Approximate Annual Return⁶	14.1%	12.3%	5.6%	8.2%

⁶ Net of expenses.



RESULTS

Actuarial Obligations

June 30, 2019

(Amounts in 000's)

	6/30/13	6/30/15	6/30/17	6/30/19
■ Discount Rate	4.00%	4.50%	6.75%	6.75%
■ Present Value of Benefits				
• Actives (future retirees)	\$ 19,165	\$ 11,993	\$ 5,840	\$ 4,212
• Retirees	<u>5,933</u>	<u>4,474</u>	<u>4,769</u>	<u>4,052</u>
• Total	25,098	16,467	10,609	8,264
■ Actuarial Accrued Liability				
• Actives (future retirees)	8,491	6,345	3,894	2,985
• Retirees	<u>5,933</u>	<u>4,474</u>	<u>4,769</u>	<u>4,052</u>
• Total	14,424	10,819	8,663	7,037
■ Value of Assets	-	-	103	230
■ Unfunded AAL	14,424	10,819	8,560	6,807
■ Funded Ratio	n/a	n/a	1.2%	3.3%
■ Normal Cost	907	546	254	152
■ Pay-As-You-Go Cost – Cash	113	230	300	304
■ Pay-As-You-Go Cost – Implied Subsidy	23	61	114	109



RESULTS

(Gain)/Loss Analysis

(Amounts in 000's)

	AAL	(AVA)	UAAL
■ 6/30/2017 Actual Value	\$ 8,663	\$ (103)	\$ 8,560
■ 6/30/2019 Expected Value	9,550	(213)	9,337
■ Experience (Gains)/Losses			
• Demographic – mainly fewer retirees electing coverage than expected.	(615)	-	(615)
• 2020 premiums below expected	(1,489)	-	(1,489)
■ Assumption Changes			
• Participation at Retirement	(424)	-	(424)
• CalPERS 1997-2015 Experience Study	(28)	-	(28)
• Updated mortality improvement: MP-19	42	-	42
■ Asset (Gains)/Losses	-	(16)	(16)
■ Total Changes	(2,514)	(16)	(2,529)
■ 6/30/2019 Actual Value	7,037	(230)	6,807



RESULTS

10-Year Contribution Projection

(Amounts in 000's)

Fiscal Year End	Cash Benefit Payments	Implied Subsidy Benefit Payments	Trust Contributions: 25% of Cash Benefit Payments⁷	Total Contributions
2020	\$ 304	\$ 109	\$ 46	\$ 459
2021	306	76	77	459
2022	317	81	79	477
2023	336	102	84	522
2024	339	103	85	527
2025	352	103	88	543
2026	370	112	93	575
2027	375	92	94	561
2028	401	81	100	582
2029	418	86	105	609

⁷ 15% of cash benefit payments in FY 19/20, 25% of cash benefit payments starting fiscal year 20/21.



RESULTS

Actuarial Obligations

June 30, 2019

(Amounts in 000's)

	Cash Subsidy	Implied Subsidy	Total Cost
■ Present Value of Benefits <ul style="list-style-type: none"> • Actives (future retirees) • Retirees • Total 	\$ 2,889 <u>3,745</u> 6,634	\$ 1,101 <u>307</u> 1,408	\$ 4,212 <u>4,052</u> 8,264
■ Actuarial Accrued Liability (AAL) <ul style="list-style-type: none"> • Actives (future retirees) • Retirees • Total 	2,092 <u>3,745</u> 5,837	738 <u>307</u> 1,045	2,985 <u>4,052</u> 7,037
■ Value of Assets⁸	<u>190</u>	<u>34</u>	<u>230</u>
■ Unfunded Actuarial Accrued Liability	5,647	1,011	6,807
■ Normal Cost	99	53	152
■ Pay-As-You-Go Cost	304	109	413

⁸ Allocated in proportion to AAL



July 24, 2020

19



ACTUARIAL CERTIFICATION

This report presents the City of Reedley Retiree Healthcare Plan ("Plan") June 30, 2019 actuarial valuation. The purpose of this valuation is to determine the Plan's June 30, 2019 Funded Status,

Information provided in this report may be useful to the City for the Plan's financial management. Future valuations may differ significantly if the Plan's experience differs from our assumptions or if there are changes in Plan design, actuarial methods, or actuarial assumptions. The project scope did not include an analysis of this potential variation.

The valuation is based on Plan provisions, participant data, and asset information provided by the City as summarized in this report, which we relied on and did not audit. We reviewed the participant data for reasonableness.

To the best of my knowledge, this report is complete and accurate and has been conducted using generally accepted actuarial principles and practices. As a member of the American Academy of Actuaries meeting the Academy Qualification Standards, I certify the actuarial results and opinions herein.

Respectfully submitted,

Mary Elizabeth Redding

Mary Elizabeth Redding, FSA, MAAA, FCA, EA
 Vice President
 Bartel Associates, LLC
 July 24, 2020



July 24, 2020

20



EXHIBITS

<u>Topic</u>	<u>Page</u>
Data Summary	E- 1
Actuarial Assumptions	E- 8
Definitions	E-10



DATA SUMMARY

Current Retiree Medical Coverage
Pre 65

Plan	Single	2-Party	Family	Total
Blue Shield HMO	3	5	-	8
Blue Shield PPO	-	1	-	1
Kaiser HMO	1	-	-	1
Waived	-	-	-	1
Total	4	6	-	11



DATA SUMMARY

Current Retiree Medical Coverage
Post 65

Plan	Single	2-Party	Family	Total
Blue Shield HMO	12	14	1	27
Blue Shield PPO	-	1	-	1
Kaiser HMO	-	-	-	-
Freedom of Choice	-	2	-	2
Waived	-	-	-	-
Total	12	17	1	30



DATA SUMMARY

Covered Retiree Medical Plan Coverage by Age
Miscellaneous

Age	Medical Coverage			
	Single	2-Party	Family	Total
Under 50	-	-	-	-
50-54	-	-	-	-
55-59	-	2	-	2
60-64	2	4	-	7
65-69	3	5	-	8
70-74	1	5	1	7
75-80	1	3	-	4
80-85	3	1	-	4
85 & Over	4	1	-	5
Total	14	21	1	37
Average Age	77.3	69.5	73.7	72.4



DATA SUMMARY

Covered Retiree Medical Plan Coverage by Age
Safety

Age	Medical Coverage			
	Single	2-Party	Family	Total
Under 50	-	-	-	-
50-54	-	-	-	-
55-59	-	-	-	-
60-64	2	-	-	2
65-69	-	-	-	-
70-74	-	2	-	2
75-80	-	-	-	-
80-85	-	-	-	-
85 & Over	-	-	-	-
Total	2	2	-	4
Average Age	64.0	72.8	N/A	68.4



DATA SUMMARY

Actives by Age and Service
Miscellaneous

Age	City Service							Total
	< 1	1-4	5-9	10-14	15-19	20-24	≥ 25	
< 25	3	1	-	-	-	-	-	4
25-29	-	9	2	-	-	-	-	11
30-34	1	9	3	2	-	-	-	15
35-39	-	9	2	5	-	-	-	16
40-44	-	1	3	1	1	-	-	6
45-49	1	2	3	2	-	1	-	9
50-54	-	-	2	5	1	-	-	8
55-59	-	-	2	1	2	-	6	11
60-64	-	-	2	-	-	2	1	5
≥ 65	-	-	1	-	-	1	-	2
Total	5	31	20	16	4	4	7	87



DATA SUMMARY

Actives by Age and Service
Safety

Age	City Service							Total
	< 1	1-4	5-9	10-14	15-19	20-24	≥ 25	
< 25	1	1	-	-	-	-	-	2
25-29	1	3	-	-	-	-	-	4
30-34	-	6	-	-	-	-	-	6
35-39	1	2	2	1	-	-	-	6
40-44	-	-	-	-	1	-	-	1
45-49	-	-	1	1	-	2	1	5
50-54	-	1	-	1	-	1	-	3
55-59	-	-	-	-	-	-	-	-
60-64	-	-	-	1	-	-	-	1
≥ 65	-	-	-	-	-	-	-	-
Total	3	13	3	4	1	3	1	28



DATA SUMMARY

Actives by Age and Service
Total

Age	City Service							Total
	< 1	1-4	5-9	10-14	15-19	20-24	≥ 25	
< 25	4	2	-	-	-	-	-	6
25-29	1	12	2	-	-	-	-	15
30-34	1	15	3	2	-	-	-	21
35-39	1	11	4	6	-	-	-	22
40-44	-	1	3	1	2	-	-	7
45-49	1	2	4	3	-	3	1	14
50-54	-	1	2	6	1	1	-	11
55-59	-	-	2	1	2	-	6	11
60-64	-	-	2	1	-	2	1	6
≥ 65	-	-	1	-	-	1	-	2
Total	8	44	23	20	5	7	8	115



ACTUARIAL ASSUMPTIONS

	June 30, 2017 Valuation	June 30, 2019 Valuation																																									
■ Payroll Increases	<ul style="list-style-type: none"> ■ 3% Aggregate increase ■ CalPERS 1997-2011 Experience Study for Merit and Longevity increase 	<ul style="list-style-type: none"> ■ Same ■ CalPERS 1997-2015 Experience Study for Merit and Longevity increases 																																									
■ 2019/20 Medical Claims Cost	<ul style="list-style-type: none"> ■ Sample monthly claims costs by age: Non-Medicare Eligible <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th rowspan="3">Age</th> <th colspan="2">Anthem HMO</th> <th colspan="2">Anthem PPO</th> <th colspan="2">Kaiser</th> </tr> <tr> <th>M</th> <th>F</th> <th>M</th> <th>F</th> <th>M</th> <th>F</th> </tr> </thead> <tbody> <tr> <td>50</td> <td>\$611</td> <td>\$800</td> <td>\$ 699</td> <td>\$ 924</td> <td>\$710</td> <td>\$929</td> </tr> <tr> <td>55</td> <td>809</td> <td>942</td> <td>948</td> <td>1,102</td> <td>940</td> <td>1,093</td> </tr> <tr> <td>60</td> <td>1,021</td> <td>1,070</td> <td>1,216</td> <td>1,265</td> <td>1,186</td> <td>1,242</td> </tr> <tr> <td>64</td> <td>1,136</td> <td>1,142</td> <td>1,365</td> <td>1,358</td> <td>1,320</td> <td>1,326</td> </tr> </tbody> </table>		Age	Anthem HMO		Anthem PPO		Kaiser		M	F	M	F	M	F	50	\$611	\$800	\$ 699	\$ 924	\$710	\$929	55	809	942	948	1,102	940	1,093	60	1,021	1,070	1,216	1,265	1,186	1,242	64	1,136	1,142	1,365	1,358	1,320	1,326
Age	Anthem HMO			Anthem PPO		Kaiser																																					
	M	F		M	F	M	F																																				
	50	\$611	\$800	\$ 699	\$ 924	\$710	\$929																																				
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60	1,021	1,070	1,216	1,265	1,186	1,242																																					
64	1,136	1,142	1,365	1,358	1,320	1,326																																					
■ Medicare Eligible Rate	<ul style="list-style-type: none"> ■ 100% ■ Everyone eligible for Medicare will elect Part B coverage 	<ul style="list-style-type: none"> ■ Same 																																									
■ Spouse Coverage at Retirement	<ul style="list-style-type: none"> ■ Currently covered: Same as current elections ■ Currently waived: 80% 	<ul style="list-style-type: none"> ■ Same 																																									



ACTUARIAL ASSUMPTIONS

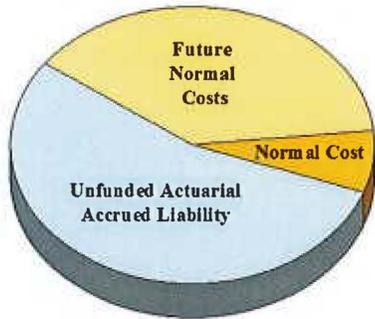
	June 30, 2017 Valuation	June 30, 2019 Valuation
■ Surviving Spouse Participation	<ul style="list-style-type: none"> ■ 100% if participant has spouse coverage 	<ul style="list-style-type: none"> ■
■ Dependent (Child) Coverage at Retirement	<ul style="list-style-type: none"> ■ Pre-65 <ul style="list-style-type: none"> • Actives: Not covered • Retirees: same as current coverage until 65 ■ Post-65: 0% 	<ul style="list-style-type: none"> ■ Same
■ Spouse Age	<ul style="list-style-type: none"> ■ Current actives: males 3 years older than females ■ Current retirees: males 3 years older than females if spouse birth date not provided 	<ul style="list-style-type: none"> ■ Same
■ Future New Participants	<ul style="list-style-type: none"> ■ None: closed group 	



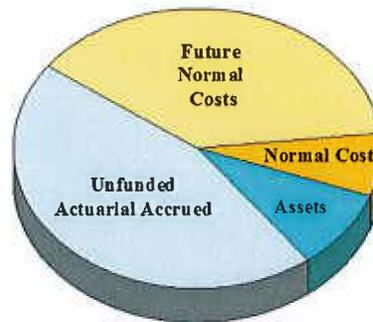
DEFINITIONS

Present Value of Benefits

**Present Value of Benefits
(Without Plan Assets)**



**Present Value of Benefits
(With Plan Assets)**



DEFINITIONS

<p>■ Present Value of Benefits (PVB)</p>	<ul style="list-style-type: none"> When an actuary prepares an actuarial valuation, (s)he first gathers participant data (including active employees, former employees not in payment status, participants and beneficiaries in payment status) at the valuation date (for example June 30, 2017). Using this data and actuarial assumptions, the actuary projects future benefit payments. (The assumptions predict, among other things, when people will retire, terminate, die or become disabled, as well as what salary increases, general (and healthcare) inflation and investment return might be.) Those future benefit payments are discounted, using expected future investment return, back to the valuation date. This discounted present value is the plan's present value of benefits. It represents the amount the plan needs as of the valuation date to pay all future benefits – if all assumptions are met and no future contributions (employee or employer) are made.
<p>■ Actuarial Accrued Liability (AAL)</p>	<ul style="list-style-type: none"> This represents the portion of the present value of benefits that participants have earned (on an actuarial, not actual, basis) through the valuation date.



DEFINITIONS

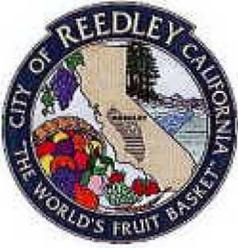
<p>■ Plan Assets</p>	<ul style="list-style-type: none"> • This includes funds that have been segregated and restricted in a trust so they can only be used to pay plan benefits.
<p>■ Unfunded Actuarial Accrued Liability (UAAL)</p>	<ul style="list-style-type: none"> • This is the difference between the Actuarial Accrued Liability and Plan Assets. This represents the amount of the Actuarial Accrued Liability that must still be funded. If the Plan Assets exceed the Actuarial Accrued Liability, the plan has Surplus Assets.
<p>■ Normal Cost (NC)</p>	<ul style="list-style-type: none"> • The Normal Cost represents the portion of the present value of benefits expected to be earned (on an actuarial, not actual, basis) in the coming year.
<p>■ Actuarial Cost Method</p>	<ul style="list-style-type: none"> • This determines the method in which benefits are actuarially earned (allocated) to each year of service. It has no effect on the Present Value of Benefits, but has significant effect on the Actuarial Accrued Liability and Normal Cost. The City's June 30, 2019 retiree healthcare valuation was prepared using the Entry Age Normal cost method. Under the Entry Age Normal cost method, the Plan's Normal Cost is developed as a level percentage of payroll throughout the participant's working lifetime.



DEFINITIONS

<p>■ PayGo Cost</p>	<ul style="list-style-type: none"> • Cash subsidy is employer pay-as-you-go benefit payments for retirees • Implied subsidy is difference between actual cost of retiree benefits and retiree premiums subsidized by active employee premiums
<p>■ Implied Subsidy</p>	<ul style="list-style-type: none"> • An implied subsidy exists when the premium for a group of early retirees is determined by aggregating their experience with active employees. GASBS 75 requires that the implied subsidy for retirees be included in the AAL and the ADC.
<p>■ Annual Determined Contribution (ADC)</p>	<ul style="list-style-type: none"> • GASBS 75 does not require an agency to make up any shortfall (unfunded liability) immediately or take an immediate credit for any excess assets (surplus). Instead, the unfunded liability or surplus is amortized over time. An agency's Annual Determined Contribution is simply the current employer Normal Cost plus an amortization of the unfunded liability or less an amortization of the excess assets. In other words, the contribution is the value of benefits earned during the year plus an amount to keep the plan on track for funding. • Contributing the ADC is not actually required, but the difference between the ADC and amounts contributed will increase the unfunded liability, as well the UAAL amortization, for the following year.





City of Reedley

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

MEMORANDUM

TO: Reedley City Council Members

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

DATE: 9/22/2020

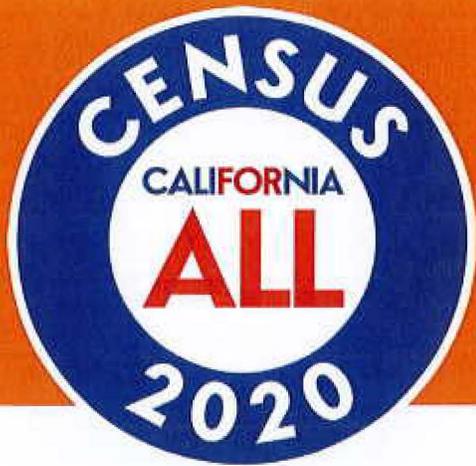
SUBJECT: **2020 Census Process Update**

#12

The 2020 Census process is ongoing, with field data and self-response collection activities extended through the end of September 2020. Originally, U.S. Census Staff was scheduled to be available at the Reedley Community Center on the first Monday of each month throughout the Spring of 2020. However, such efforts were derailed by COVID-19. Despite the impacts, as of August 15, 2020, 67.1% of housing units in Fresno County have self-reported in the 2020 Census (with 72.7% of that number responding utilizing the online response system). For Reedley specifically, 69.5% of housing units have reported, with 72.1% of those responding doing so utilizing the online system.

Up to date information is always available at www.2020census.gov. This site also includes instructions and access for responding online, via phone, or via mail; plus frequently asked questions and content to help spread the word on the importance of the census. Attached are the latest flyers provided by California Census in both English and Spanish.

Questions on the Census process can be directed to Jesse C. Rodriguez, Partnership Specialist with the U.S. Census Bureau at jesse.c.rodriguez@2020census.gov. As a Reedley native, Jesse is extremely interested in our community's participation, and welcomes any questions and continued involvement.



WEAR A
MASK.



Participate in the Census

You can make a difference for your community!
This simple, nine question survey helps
determine dollars that fund important programs
for the next 10 years.



844-330-2020



My2020census.gov



Return by mail



BUILD BETTER ROADS AND SCHOOLS



**FUND COMMUNITY PROGRAMS FOR SENIORS,
CHILDREN AND FAMILIES**



CREATE JOBS



IMPROVE HOUSING

There is no citizenship question on the 2020 Census form.

Complete the Census now.

Your 2020 Census data is safe, protected and confidential.



USA
MASCARILLA.



Participa en el Censo

¡Puedes mejorar tu comunidad!

Esta encuesta de nueve preguntas ayuda determinar los fondos que reciben los programas importantes para los siguientes 10 años.



844-468-2020



My2020census.gov



Devolver por
correo



CONSTRUIR MEJORES CARRETERAS Y ESCUELAS



FINANCIAR PROGRAMAS COMUNITARIOS PARA PERSONAS MAYORES, NIÑOS Y FAMILIAS



CREAR TRABAJOS



MEJORAR VIVIENDAS

La pregunta de la ciudadanía no está en el Censo.

Completa el Censo hoy.

Sus respuestas al Censo 2020 serán protegidas y confidenciales.

#13

REEDLEY PLANNING COMMISSION REGULAR MEETING – May 21, 2020

The regular meeting of the Reedley Planning Commission was held Thursday, May 21, 2020, in the City of Reedley Council Chambers, 845 "G" Street, Reedley. Chair Hudson called the meeting to order at 5:04 p.m.

Pledge of Allegiance - led by Commissioner Custodio.

ROLL CALL

- Commissioners Present: Alberto Custodio, William Conrad, Ron Hudson, Rosemary Luzania, Pete Perez.
- Commissioners Excused: None.
- City Staff Present: Rob Terry, Community Development Director, Kaitlin Underwood, Permit Technician.

PUBLIC COMMENT

Chair Hudson opened the public comment period and closed the public comment period at 5:08 p.m. after noting there was no public comment.

CONSENT AGENDA

1. Minutes of Regular Meeting, March 5, 2020

Commissioner Conrad moved, Commissioner Perez seconded, to approve the minutes of Regular Meeting, March 5, 2020. Motion carried by the following vote:

- AYES: Conrad, Perez, Custodio, Luzania, Hudson.
- NOES: None.
- ABSTAIN: None.
- ABSENT: None.

PUBLIC HEARING

2. Consideration of Environmental Assessment No. 2020-3 and Conditional Use Permit Application No. 2020-1 *Through Resolution No. 2020-4, staff recommends that the Planning Commission take the following actions:*
 - a) APPROVE Environmental Assessment No. 2020-3, a Categorical Exemption under Sections 15301 (Class 1/Existing Facilities) and 15332 (Class 32/In-Fill Development Project) of the California Environmental Quality Act (CEQA) Guidelines.
 - b) APPROVE Conditional Use Permit Application No. 2020-1, authorizing the potential for sale of beer and wine for off-site consumption within an existing 5,664 square-foot mini-market with a taqueria and meat counter (City Market) located at 1060 East Manning Avenue.

Director R. Terry presented the staff report to the Planning Commission. The Planning Commission asked questions of staff. Clarissa Michel, resident of 8131 South Frankwood Avenue and daughter of the applicant, spoke about the project. Chair Hudson opened the public hearing at 5:32 p.m. Kevin Delon, 1985 E Washington Avenue, spoke against the project. Ruben Curiel, 2037 E Washington Avenue, spoke against the project. Mark Scarborough, 1426 G Street, spoke against the project. Chelsea Powell, resident of Victoria Square Apartments, spoke against the project. Frank Felipe, 1122 East Manning Avenue, spoke against the project. Bobby Perez, 991 North Pecan, spoke against the project. Martha Curiel, resident of W. Franklin, spoke against the project. Samrin Kaur, representing Amarpreet Kaur, business owner of 998 E Manning Avenue, spoke against the project. The Planning Commission, Kevin Delon, and Frank Felipe asked questions of Director R. Terry about the project. Bertha Flores, employee of City Market, located at 1060 East Manning Avenue, spoke on behalf of the project. Samrin Kaur and Amarpreet Kaur, business owner of One Stop Market at 998 E Manning Avenue, spoke against the project. Chair Hudson closed the public hearing at 6:00 p.m.

REEDLEY PLANNING COMMISSION REGULAR MEETING – May 21, 2020

Commissioner Perez moved, Commissioner Custodio seconded, whereas the Planning Commission, using their independent judgement, approved Environmental Assessment No. 2020-3 and Conditional Use Permit Application No. 2020-1 through Resolution No. 2020-4. Motion carried by the following vote:

AYES:	Perez, Custodio, Luzania.
NOES:	Conrad, Hudson.
ABSTAIN:	None.
ABSENT:	None.

DIRECTOR'S REPORT

Director R. Terry provided an update on community development activity.

FUTURE AGENDA ITEMS

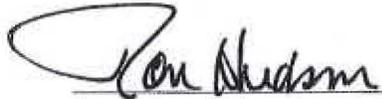
- June 4, 2020 – None at this time
- June 18, 2020 – None at this time
- July 2, 2020 – None at this time
- July 16, 2020 – None at this time

ADJOURNMENT

Commissioner Conrad made a motion to adjourn the meeting. Commissioner Custodio seconded. Motion carried unanimously. Meeting adjourned at 6:19 p.m.

ATTEST:


Rob Terry, Secretary


Ron Hudson, Chair
Reedley Planning Commission



CITY RETIREE HEALTHCARE PLAN

September 22, 2020

Workshop Topic Areas



**HISTORY OF
RETIREE
HEALTHCARE**



**SUSTAINABILITY
MEASURES**



**CURRENT PLAN
STATUS**

History

- Enrollment in CalPERS medical plans circa 1988 - Attractive rates
- *Public Employees' Medical and Hospital Care Act* – requires coverage for retirees and dependents
- Minimal impact to City budget to cover current retirees – initial costs of a few dollars per month
- CalPERS steadily increased % of benefit that participating agencies were required to cover
 - In 2013, it was 97% of the cost

History

- Costs grew steadily but slowly for many years
- FY 2000-01 City budgeted \$25,200 for retiree benefits
- Health benefit costs began to substantially increase
- More covered retirees and dependents
- By FY 2013-14 premium costs had grown to \$247,311, almost 10X from the year 2000
- Traditionally paid from City General Fund and utility enterprise funds

Dilemma: An unsustainable promise

- Common issue with hundreds of CA public agencies
- Benefit cost increases rising faster than growth in the overall budget and supporting revenue streams
- Existing retirees and career employees depend on this benefit
- Contributes to employee longevity and loyalty
 - Hard to replace skills

Sustainability Measures: Considerations

- Public agency survey
- **Best practice: Tier the benefit**
 - Maintains coverage for existing retirees and dependents
 - Preserves options for career employees 10+ years
 - Cost Containment: Caps future liability
- Labor MOUs
- Pay As You Go vs. Pre-funding
- Section 115 Trust - receives employer contributions to be invested and grow tax-free

Sustainability Measures: A Timeline

- June 2013 – City Council opts out of the *Public Employees' Medical and Hospital Care Act*
 - City exits CalPERS medical benefit plans 12/31/2013
 - No longer required to provide coverage for qualified retirees & dependents effective January 1, 2014
- September 2013 – City Council establishes a tiered retiree medical benefit structure by resolution
- February 2015 – City elects to begin prefunding OPEB by joining the California Employers' Retiree Benefit Trust program

Sustainability Measures: Benefit Tiers

- **Tier 1:** Current Retirees – Minimal Impact
- **Tier 2:** Current Full-Time Employees
 - 10+ Years of Service at 50%
 - 20+ Years of Services at 80%
 - Eligibility requirements
- Fixed \$ Contributions for eligible dependents
- **Tier 3:** Employees hired after December 31, 2013
 - Not eligible for benefit – No City liability

Sustainability Measures: Prefunding

The California Employers' Retiree Benefit Trust (CERBT) Fund is an IRS Section 115 Trust that was setup for the purpose of receiving employer contributions to be invested and grow tax-free, to prefund health and other post-employment benefit costs for eligible retirees and their beneficiaries

- In 2015, CERBT had **443** participating California public agencies
 - September 2020 = **575** participating public agencies

Prefunding Progress

- City begins prefunding for the 2015-16 Fiscal year
- 15% of estimated Annual Premiums = \$45,600
- 2016-17 = \$45,600
- 2017-18 = \$50,625
- 2018-19 = \$53,000
- 2019-20 = \$52,720
- Contributions as of June 30, 2020 = \$247,545
- **Market Value as of June 30, 2020 = \$288,469**
- **Increase = \$40,924 or 16.5%**

Current Prefunding

- FY 2020-21 Prefunding Increased from 15% to 25% of estimated premiums
- \$85,117 Contribution
- City Council's commitment to making regular additional annual contributions to prefund the plan helps to significantly decrease unfunded liability
- CERBT Long-Term Expected Rate of Return = 7.28%

Current Plan Status: Required Reporting

- Governmental Accounting Standards Board Statement No. 75 (superseded Statement No. 45) requires that an actuarial valuation of the total OPEB liability is required to be performed at least every two years and information to be included in the City's financial statements
 - The City is compliant with this requirement
 - August 2014: 1st actuarial valuation presentation

Current Plan Status: Covered Retirees

- **The total number of retiree & eligible dependent enrollees is 60 (September 2020)**
 - 8 under 65 retirees
 - 8 under 65 dependents
 - 25 over 65 retirees
 - 19 over 65 dependents
- **Tier 2 Employees: Eligible w/10+ Years of Service**
 - 55.6% of full-time workforce
- **Tier 3 Employees: Not Eligible for Benefit**
 - 44.4% of full-time workforce

RESULTS

Actuarial Obligations

June 30, 2019

(Amounts in 000's)

	6/30/13	6/30/15	6/30/17	6/30/19
■ Discount Rate	4.00%	4.50%	6.75%	6.75%
■ Present Value of Benefits				
• Actives (future retirees)	\$ 19,165	\$ 11,993	\$ 5,840	\$ 4,212
• Retirees	<u>5,933</u>	<u>4,474</u>	<u>4,769</u>	<u>4,052</u>
• Total	25,098	16,467	10,609	8,264
■ Actuarial Accrued Liability				
• Actives (future retirees)	8,491	6,345	3,894	2,985
• Retirees	<u>5,933</u>	<u>4,474</u>	<u>4,769</u>	<u>4,052</u>
• Total	14,424	10,819	8,663	7,037
■ Value of Assets	<u>-</u>	<u>-</u>	<u>103</u>	<u>230</u>
■ Unfunded AAL	14,424	10,819	8,560	6,807
■ Funded Ratio	n/a	n/a	1.2%	3.3%

Current Plan Status: A Positive Trend

- City Council's commitment to making regular contributions to prefund the plan
- A reduction in the number of current employees who are eligible for the future benefit
- Fewer retirees have elected coverage than expected
- Plan premiums have not increased as much as originally assumed

Current Plan Status: A Positive Trend

- Unfunded liability decreased from \$8,560,000 at June 30, 2017 to \$6,807,000 as of June 30, 2019
- Plan's funded ratio has increased from 1.2% to 3.3%
- No additional increases to prefunding levels are recommended
- Continue to manage overall healthcare costs
- Review June 30, 2021 Actuarial Valuation in 2022



2020 CENSUS UPDATE REEDLEY CITY COUNCIL

September 22, 2020

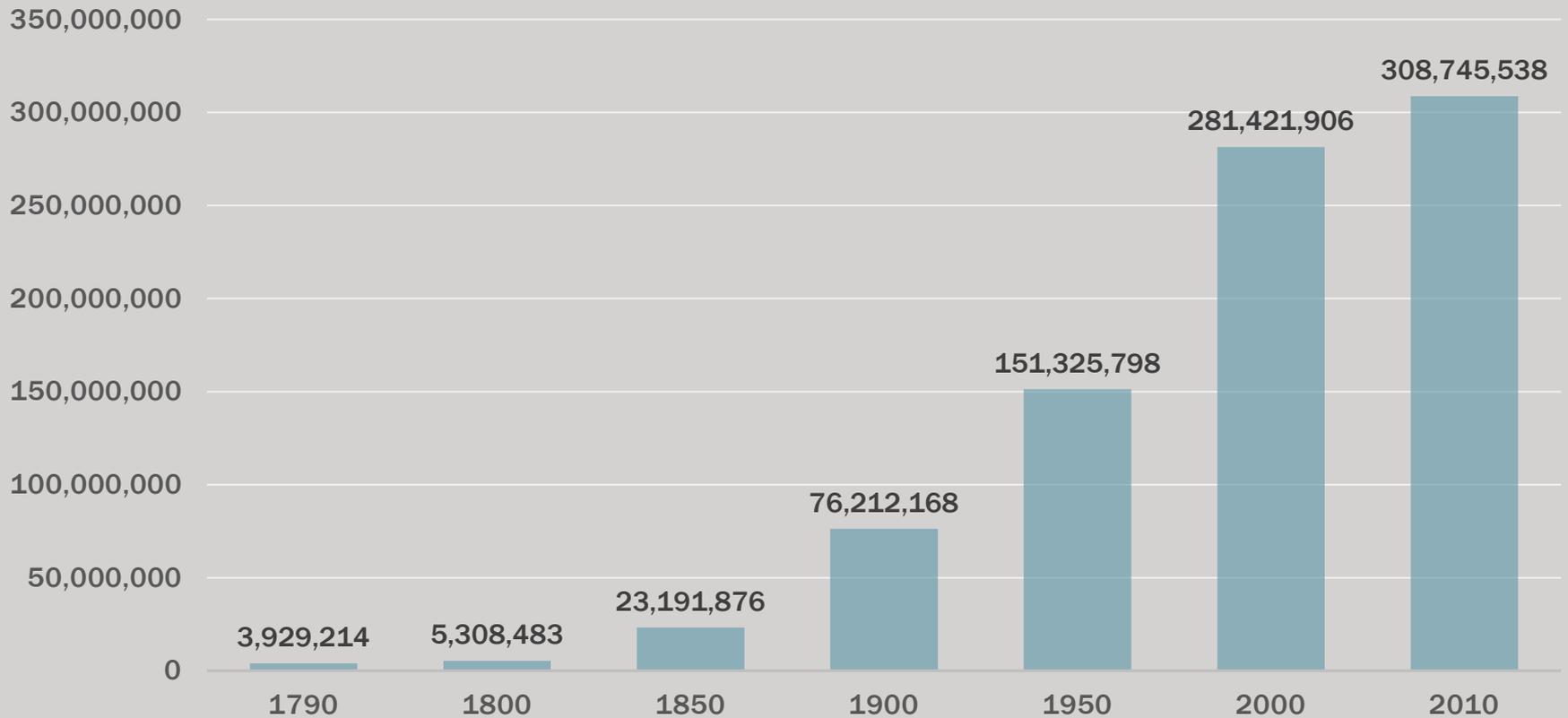


HISTORY OF THE CENSUS

- The first Census was conducted in 1790, and every ten years since
- The US passed the 100 million mark in the 1920 Census
- The 1960 Census was the first to include all 50 states
- The largest population increase occurred between 1990 and 2000, when the population grew 32,712,033 persons

POPULATION HISTORY

Total U.S. Population



NOTE: Current U.S. Population estimate totals 331 million persons

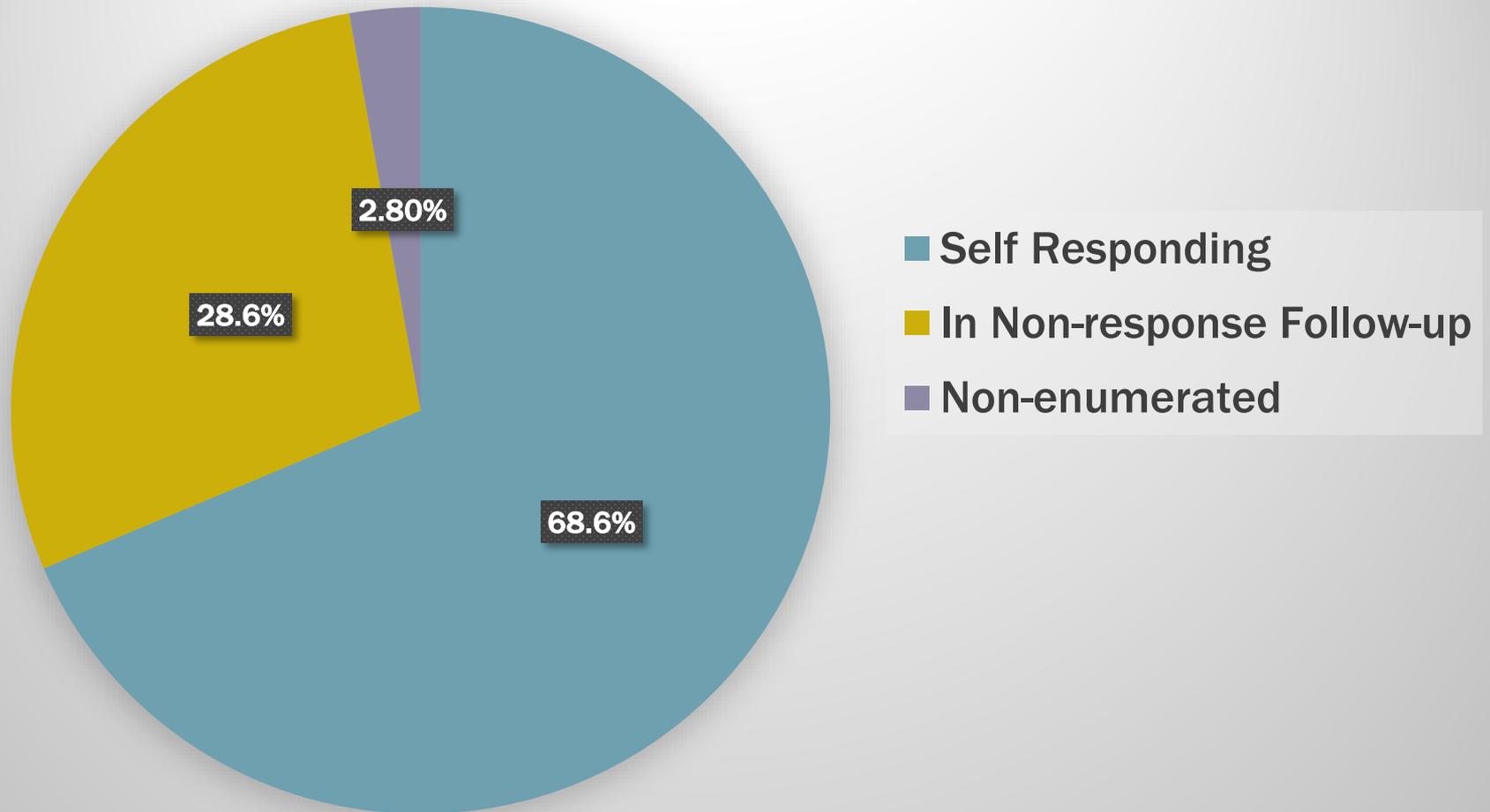
CENSUS TIMELINE

Activity	Date
Census counting begins	1/21/2020
Census Mailers Out	3/12/2020
“Census Day”	4/1/2020
Mid-Census Follow-up	4/15/2020
On-site & Virtual Activities	7/1/2020 – 9/30/2020
Census Bureau Redistricting	begins by 3/31/2021
Completion	Fall 2021

NOTE: counting efforts will end on September 30, 2020

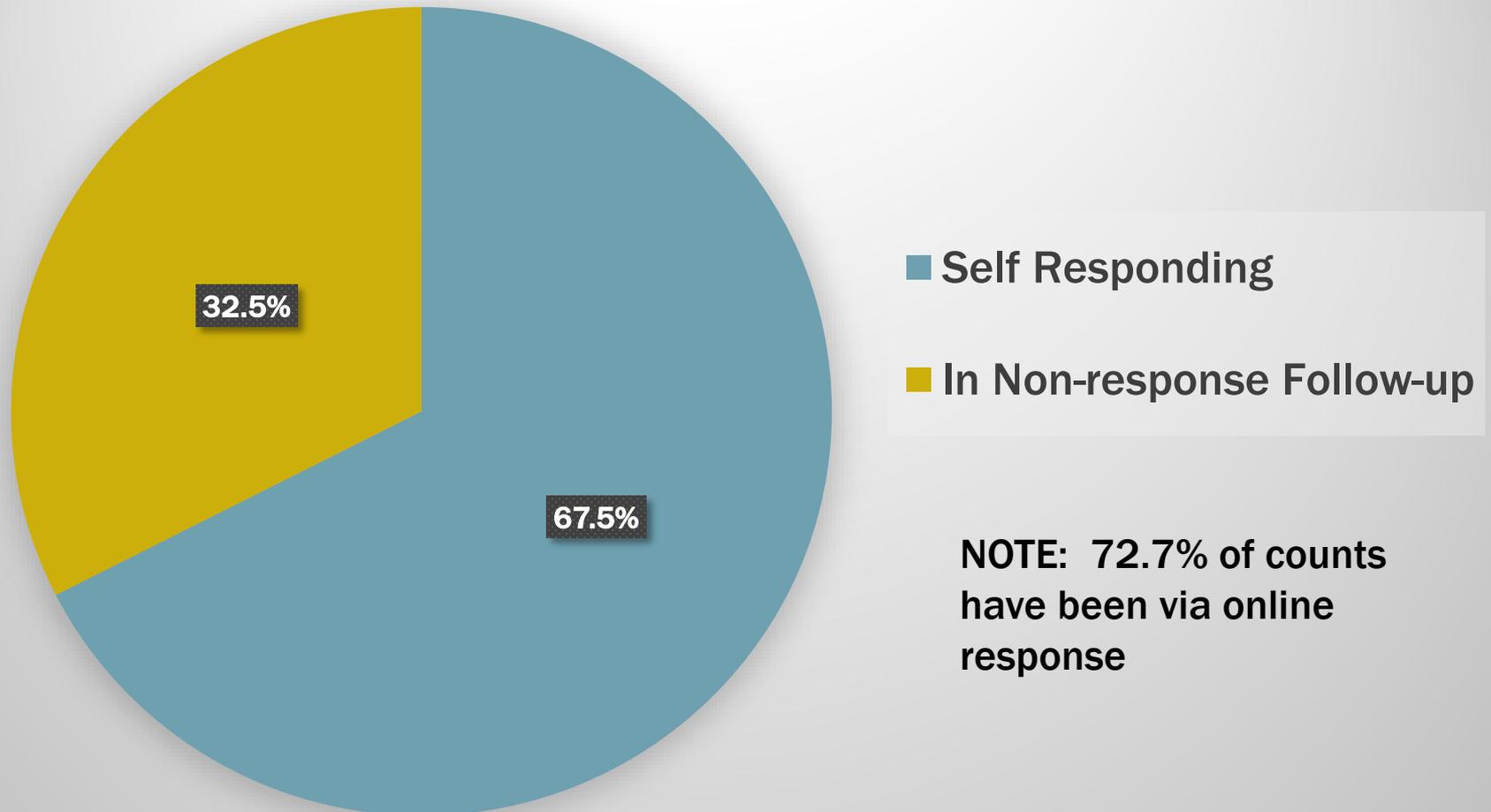
CURRENT COUNTS (AS OF 9/21/2020)

Response Rates (Statewide)



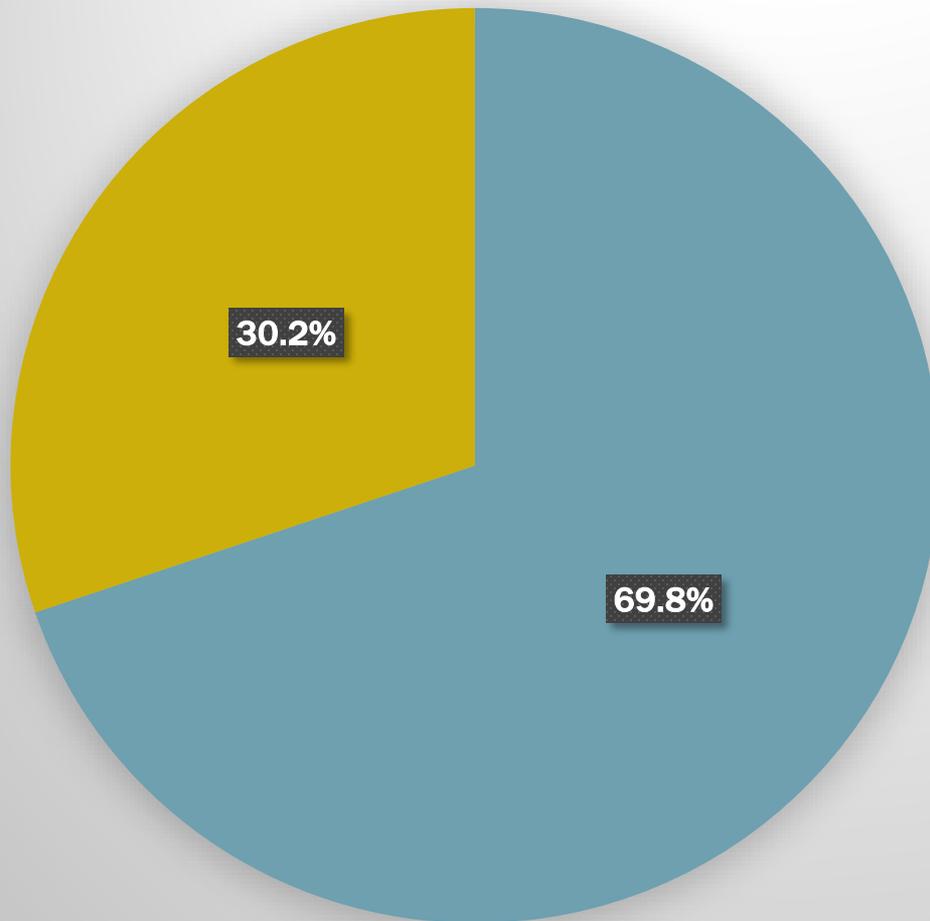
CURRENT COUNTS (AS OF 9/21/2020)

Response Rates (Fresno County)



CURRENT COUNTS (AS OF 9/21/2020)

Response Rates (Reedley)



■ Self Responding

■ In Non-response Follow-up

NOTE: 72.1% of counts have been via online response

LOCAL & REGIONAL CONTACTS

- **Local (Reedley) Census Specialist**
 - Jesse Rodriguez
 - jesse.c.rodriguez@2020census.gov
- **Regional (Fresno County) Manager**
 - Katherine Martindale
 - martik@fresnocountyca.gov

Proposition 68 Per Capita Grant Funding

City of Reedley Per Capita Allocation \$194,131.00



Trimble Park

GeoPlex Net Climber



Citizens Park

Playground Shade Sails



Citizens Park

Playground Rubber Surfacing



Citizens Park

Fitness Clusters Rubber Surfacing





GRANT OPPORTUNITY #3

Public Meeting

for Camacho Park Improvements

You are invited to attend one or both public meetings to discuss a grant opportunity for improvements to Camacho Park. We welcome your attendance and input.

Thursday, October 22 at 6:30 p.m. via Zoom

Please RSVP to kayla.cheney@reedley.ca.gov to receive your zoom link.

Saturday, October 24 at 10:00 a.m.

RSVP is not required, but social distancing is.

***Location: Camacho Park-950 E. North Ave
Reedley, CA.***

For more information, please call [559-637-4203](tel:559-637-4203)



OPORTUNIDAD DE SUBVENCION

#3

Reunion Publica

Para mejora el Parque Camacho

Usted esta invitado a asistir a una o ambas reuniones publicas para discutir una oportunidad de subvencion para mejorar el Parque Camacho. Le damos la bienvenida a su asistencia y aportacion.

Jueves, Octubre 22 a las 6:30 p.m. por Zoom

Por favor RSVP a kayla.cheney@reedley.ca.gov
para recibir su enlace de zoom

Sabado, Octubre 24 a las 10:00 a.m.

La RSVP no es necesario, pero la distanciacion social es

Lugar: Camacho Park-950 E. North Ave

Reedley, CA.

Para mas informacion, por favor llame [559-637-4203](tel:559-637-4203)