

**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 26, 2023

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

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

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

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

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

PLEASE SEE LAST PAGE OF AGENDA FOR ZOOM PARTICIPATION INSTRUCTIONS

Anita Betancourt, Mayor

Matthew Tuttle, Mayor Pro Tem
Mary Fast, Council Member

Suzanne Byers, Council Member
Scott Friesen, Council Member

MEETING CALLED TO ORDER

INVOCATION- Veronica Burns, Reedley Police Department Chaplain

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. INTRODUCTION OF TWO NEW YOUTH REPRESENTATIVES
2. RECOGNITION TO MELISSA CORONA FOR COACH OF THE YEAR
3. RECOGNITION TO FIRE ENGINEER RICH RODRIGUEZ

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

NOTICE TO PUBLIC

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

CONSENT AGENDA (Item 4-11)

4. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF SEPTEMBER 12, 2023 - (City Clerk)
Staff Recommendation: Approve
5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN ADDENDUM NO. 1 TO THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN FRESNO STREET EATS AND THE CITY OF REEDLEY TO OFFER RECURRING FOOD TRUCK EVENTS WITHIN THE CITY OF REEDLEY-(Community Services & Community Development)
Staff Recommendation: Approve
6. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. TO PROVIDE A COMPREHENSIVE WATER RATE STUDY-(Public Works)
Staff Recommendation: Approve
7. ADOPT RESOLUTION NO. 2023-069, ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE EAST AVENUE HEAVY REHAB FROM 11TH ST TO G STREET PROJECT AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE -(Engineering)
Staff Recommendation: Approve
8. ADOPT RESOLUTION 2023-070 AMENDING THE 2023-24 ADOPTED BUDGET APPROPRIATING \$5,000 IN THE GENERAL FUND FOR A DONATION RECEIVED FROM DAYKA & HACKETT, LLC FOR SENIOR CENTER PROGRAMS-(Community Services)
Staff Recommendation: Approve

9. CONSIDERATION OF ITEMS PERTAINING TO THE TRANSITION OF THE STATE CENTER COMMUNITY COLLEGE DISTRICT (SCCCD) AVIATION PROGRAMS TO THE REEDLEY MUNICIPAL AIRPORT

A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO THE PURCHASE AND INSTALLATION OF A MOBILE OFFICE FROM WILLSCOT MOBILE MINI SOLUTIONS UNDER OMNIA COOPERATIVE PURCHASING CONTRACT #R160101

B. ADOPT RESOLUTION NO. 2023-071 AMENDING THE 2023-24 ADOPTED BUDGET APPROPRIATING \$73,318 IN THE AIRPORT ENTERPRISE FUND FOR THE PURCHASE, INSTALL, BUILDING FURNITURE AND ELECTRICAL WORK ASSOCIATED WITH THE MOBILE OFFICE UNIT

(Community Services)

Staff Recommendation: Approve

10. ADOPT RESOLUTION NO. 2023-073 SUPPORTING AND IMPLEMENTING THE TIMELY USE OF FUNDING FOR FEDERALLY FUNDED PROJECT AND AUTHORIZATION TO APPLY FOR REGIONAL BID GRANTS THROUGH FRESNO COUNCIL OF GOVERNMENTS-(Engineering)

Staff Recommendation: Approve

11. ADOPT RESOLUTION NO. 2023-074 AUTHORIZING THE EXECUTION OF THE CITY-COUNTY AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 23571, REEDLEY NORTH AVENUE IMPROVEMENTS-(Engineering)

Staff Recommendation: Approve

PUBLIC HEARING

12. CONDUCT A PUBLIC HEARING AND ADOPT RESOLUTION NO. 2023-072 APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT RUPERT AND CHURCH AVENUES PROJECT FROM DINUBA TO CURTIS AVENUE-Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate.-(Engineering)

Staff Recommendation: Approve

ADMINISTRATIVE BUSINESS

13. CONSIDERATION OF ITEMS PERTAINING TO THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET (APN: 368-162-16T)

A. ADOPT ENVIRONMENTAL ASSESSMENT NO. 2023-01 MAKING A FINDING OF NO POSSIBILITY OF A SIGNIFICANT EFFECT, AND DECLARING THE ACTIVITY IS NOT SUBJECT TO CEQA

B. APPROVE SIGN PERMIT APPLICATION NO. 2023-02 FOR THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET

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

WORKSHOP

14. REEDLEY PEACE BUILDING INITIATIVE (RPBI) UPDATE

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.

15. REEDLEY TRAFFIC SAFETY COMMISSION MINUTES OF REGULAR MEETING OF MARCH 23, 2023 – Engineering

COUNCIL REPORTS

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

STAFF REPORTS

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

ADJOURNMENT

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 21th day of September 2023.


Ruthie Greenwood, City Clerk

Zoom Participation:

The City Council is encouraging members of the public to observe and participate in the Council meeting virtually, to maximize the safety of all meeting participants. Reasonable efforts will be made to allow written and verbal comments from participants communicating with the host of the virtual meeting. To do so, participants may “raise their hand” during public comment portions of the meeting using the electronic feature on the zoom program, and the City Clerk will inform the Mayor of the participant’s desire to provide public comment. Due to the new, untested format of these meetings, the City cannot guarantee that participants who wish to provide public comment will occur as expected. The “chat” feature on Zoom will not be monitored or used during the meeting. Members of the public who wish to provide written comments are encouraged to submit their comments to the City Clerk at ruthie.greenwood@reedley.ca.gov by the close of business one day prior to the start of the meeting to ensure that the comments will be available to the City Council. Please indicate the agenda item number to which the comment pertains. Written comments that do not specify a particular agenda item will be marked for the general public comment portion of the meeting. A copy of any written comment will be provided to the City Council at the meeting. Please note that written comments received will not be read aloud during the meeting, but will be included with the meeting minutes.

Dates to Remember:

October 10, 2023 –Regular Council Meeting

REEDLEY CITY COUNCIL MEETING –September 12, 2023

#4

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

The meeting of Reedley City Council called to order by Mayor Betancourt at 7:00 p.m. on Tuesday, September 12, 2023 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Jose L. Garza

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Friesen.

ROLL CALL

Council Members

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

Absent: None.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

City Manager Nicole Zieba stated staff was adding a subsequent need item which will be considered 10.5. The item came to attention due to the grant application is due September 18, 2023 and thus would not be able to wait until the next council meeting scheduled for September 26, 2023.

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

Motion unanimously **carried**.

PRESENTATION

1. PRESENTATION INTRODUCTION OF NEW POLICE OFFICERS

Police Chief Garza introduced Officer Delgado. Council and Staff welcomed Officer Delgado to the City of Reedley.

2. DONATION OF FIRE PUMPER TO VALLEY REGIONAL OCCUPATION PROGRAM

Fire Chief Isaak discussed the 23 year old pumper which was retired by Reedley Fire Department. Chief Isaak shared although the fire pumper can no longer be utilized by the Reedley Fire Department it is still needed to teach the next generation of firefighters.

BREAK

7:10PM-7:17PM

PUBLIC COMMENT

Alice Rodriguez shared her concerns regarding public safety in Reedley.

Suzanne Johnson had questions regarding the August 22, 2023 City Council Meeting.

CONSENT AGENDA (Item 3-8)

Council Member Fast requested to discuss item 7 prior to the vote. City Engineer, Marilu Morales answered questions about the item.

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

3. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF AUGUST 8, 2023 - *Approved*

REEDLEY CITY COUNCIL MEETING –September 12, 2023

4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH PRECISION CIVIL ENGINEERING, INC. TO PERFORM ON-CALL PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AS NEEDED – *Approved*
5. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH PALM VILLAGE RETIREMENT COMMUNITY TO ADOPT A MEDIAN - *Approved*
6. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE REEDLEY MUSEUM FOR INSTALLATION OF A STREETLIGHT BANNER – *Approved*
7. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 21571, E STREET RECONSTRUCTION FROM TENTH STREET TO TWELFTH STREET
 - A. ADOPT BUDGET RESOLUTION NO. 2023-064 AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE AVAILABLE FUNDS IN THE AMOUNT OF \$422,348 FOR CDBG PROJECT NO. 21571, E STREET RECONSTRUCTION FROM TENTH STREET TO TWELFTH STREET
 - B. ADOPT RESOLUTION NO. 2023-065 AWARDED A CONSTRUCTION CONTRACT TO EMMETT VALLEY CONSTRUCTION FOR CDBG PROJECT NO. 21571, E STREET RECONSTRUCTION FROM TENTH STREET TO TWELFTH STREET– *Approved*
8. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR TRACT 6178, FRANKWOOD COMMONS:
 - A. ADOPT RESOLUTION NO. 2023-066 ACCEPTING THE PUBLIC IMPROVEMENTS CONTAINED IN PHASE 1 OF TRACT 6178, FRANKWOOD COMMONS, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE
 - B. ADOPT RESOLUTION NO. 2023-067, ACCEPTING THE PUBLIC IMPROVEMENTS CONTAINED IN PHASE 3 OF TRACT 6178, FRANKWOOD COMMONS, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE– *Approved*

ADMINISTRATIVE BUSINESS

9. ADOPT ORDINANCE NO. 2023-008, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY TEMPORARILY PLACING A MORATORIUM ON THE ESTABLISHMENT OF ANY NEW USES CONCERNING WAREHOUSING AND OR LABORATORIES WITH BIOSAFETY LEVELS (BSL) 2 THROUGH 4 WITHIN THE CITY

City Manager Nicole Zieba explained the purpose of this item is a request a temporary moratorium that would not allow laboratories or businesses that have biosafety levels two through four into the City of Reedley. It is important to note the moratorium would not affect the hospital or their laboratory. This would also not effect doctors' offices and their facilities which are all regulated by the federal government. The City of Reedley is in the middle of a zoning code update and this would allow us to be cautious and have regulations in place.

Council Member Fast motioned and Council Member Byers seconded to ADOPT ORDINANCE NO. 2023-008, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY TEMPORARILY PLACING A MORATORIUM ON THE ESTABLISHMENT OF ANY NEW USES CONCERNING WAREHOUSING AND OR LABORATORIES WITH BIOSAFETY LEVELS (BSL) 2 THROUGH 4 WITHIN THE CITY

Motion unanimously **carried**.

REEDLEY CITY COUNCIL MEETING –September 12, 2023

10. CONSIDERATION OF ITEMS PERTAINING TO THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET (APN: 368-162-16T)

- A. ADOPT ENVIRONMENTAL ASSESSMENT NO. 2023-01 MAKING A FINDING OF NO POSSIBILITY OF A SIGNIFICANT EFFECT, AND DECLARING THE ACTIVITY IS NOT SUBJECT TO CEQA
- B. APPROVE SIGN PERMIT APPLICATION NO. 2023-02 FOR THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET

Community Development Director Rodney Horton shared this item has been in progress for over a year. City Manager Nicole Zieba stated this mural was already approved by the Museum Board of Directors. Planning Commission reviewed the project and recommended approval of the mural.

Public Comment:

Suzanne Johnson stated the museum employees previously approved the mural the way it was drawn up. Ms. Johnson felt it should be approved by Council without any changes since it will be going on the exterior walls of the museum.

A concerned citizen stated her family are fruit farmers in Reedley and she feels the mural does not depict farming in Reedley.

Council Member Fast motioned to approve item and Mayor Betancourt seconded CONSIDERATION OF ITEMS PERTAINING TO THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET (APN: 368-162-16T)

- A. ADOPT ENVIRONMENTAL ASSESSMENT NO. 2023-01 MAKING A FINDING OF NO POSSIBILITY OF A SIGNIFICANT EFFECT, AND DECLARING THE ACTIVITY IS NOT SUBJECT TO CEQA
- B. APPROVE SIGN PERMIT APPLICATION NO. 2023-02 FOR THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET

AYES: Fast, Betancourt.
NOES: Byers, Friesen, Tuttle.
ABSTAIN: None.
ABSENT: None.
Motion failed.

Council Member Friesen motioned to approve the item and mural as is except he would like the green background removed. Council Member Tuttle seconded CONSIDERATION OF ITEMS PERTAINING TO THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET (APN: 368-162-16T)

- A. ADOPT ENVIRONMENTAL ASSESSMENT NO. 2023-01 MAKING A FINDING OF NO POSSIBILITY OF A SIGNIFICANT EFFECT, AND DECLARING THE ACTIVITY IS NOT SUBJECT TO CEQA
- B. APPROVE SIGN PERMIT APPLICATION NO. 2023-02 FOR THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET

AYES: Friesen, Tuttle.

REEDLEY CITY COUNCIL MEETING –September 12, 2023

NOES: Byers, Fast, Betancourt.

ABSTAIN: None.

ABSENT: None.

Motion **failed**.

Council Member Tuttle motioned table the item and bring the item back at a future Council Meeting. With direction to staff to bring back a second mural option that does not include the green border on the background Council Member Friesen seconded CONSIDERATION OF ITEMS PERTAINING TO THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET (APN: 368-162-16T)

Motion unanimously **carried**.

10.5 ADOPT RESOLUTION NO. 2023-068 AUTHORIZING THE GRANT APPLICATION TO THE CALIFORNIA STRATEGIC GROWTH COUNCIL, CALIFORNIA DEPARTMENT OF CONSERVATION, TRANSFORMATIVE CLIMATE COMMUNITIES GRANT PROGRAM.

City Manager Nicole Zieba said this is a subsequent need item due to the City of Reedley has an opportunity to apply for a grant through the Community Resilience Centers Program which is administered through the State of California Strategic Growth Council. This grant requires Council approval prior to applying for the grant.

Council Member Byers motioned and Council Member Tuttle seconded to ADOPT RESOLUTION NO. 2023-068 AUTHORIZING THE GRANT APPLICATION TO THE CALIFORNIA STRATEGIC GROWTH COUNCIL, CALIFORNIA DEPARTMENT OF CONSERVATION, TRANSFORMATIVE CLIMATE COMMUNITIES GRANT PROGRAM.

Motion unanimously **carried**.

WORKSHOP

11. PRESENTATION AND INFORMATION PERTAINING TO CENTRAL VALLEY SALINITY ALTERNATIVES FOR LONG-TERM SUSTAINABILITY(CV-SALTS)

Waste Water Systems Supervisor Martha Cardoso and Waste Water Treatment Plant Operator II Erika Barba provided an in-depth presentation and answered Council's questions.

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.

12. REEDLEY'S RIVER CITY THEATRE COMPANY, PROFIT & LOSS STATEMENT FOR THE PERIOD OF NOVEMBER 2022 – JULY 2023

13. REEDLEY PLANNING COMMISSION MINUTES OF REGULAR MEETING OF JUNE 15, 2023

COUNCIL REPORTS

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

Council Member Byers:

- Attended the Senior Around the World luncheon
- Discussed the grand opening of the new Boys and Girls Club location she attended

Council Member Tuttle:

- Discussed event at Reedley High School he attended
- Mentioned Reedley College September 11th ceremony he attended

Mayor Betancourt:

- Discussed that she also attended the Boys and Girls Club grand opening

STAFF REPORTS

REEDLEY CITY COUNCIL MEETING –September 12, 2023

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

City Manager Nicole Zieba:

- Discussed upcoming Airport BBQ in October

ADJOURNMENT

Mayor Betancourt adjourned the regular meeting at 8:32 p.m.

Mayor Anita Betancourt

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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


ITEM NO: 5

DATE: September 26, 2023

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN ADDENDUM NO. 1 TO THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN FRESNO STREET EATS AND THE CITY OF REEDLEY TO OFFER RECURRING FOOD TRUCK EVENTS WITHIN THE CITY OF REEDLEY

SUBMITTED: Sarah Reid
Community Services Director 

Rodney L. Horton 
Community Development Director

APPROVED: Nicole R. Zieba 
City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign Addendum No. 1 to the License Agreement between Fresno Street Eats and the City of Reedley to provide recurring food truck events within the city of Reedley.

BACKGROUND

The first food truck event, now known as Reedley Street Eats, occurred on August 18, 2022 in Pioneer Park. The City subsequently entered into a license agreement with Fresno Street Eats to hold these monthly events at Pioneer Park. The current license agreement expires on October 1, 2023, and an addendum to the existing agreement is needed to extend the agreement termination date. Staff is proposing to extend the license agreement to October 1, 2025. Events will be held on the last Friday of every month, except for the months of November of December.

Under the agreement, Fresno Street Eats will be required to acquire an annual business license, provide a certificate of insurance, and to provide a site plan and security plan to the Chief of Police to review and approve should a beer garden be incorporated in any of the events.

ENVIRONMENTAL FINDINGS

Staff has conducted a review and has determined that it is exempt from CEQA pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) under the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because the proposed action is for Council to approve an agreement with Fresno Street Eats for the purposes of providing recurring community events, it can be seen with certainty that there is no possibility that approving an agreement with Fresno Street Eats to host recurring food truck events may have a significant effect on the environment. Therefore, this action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

FISCAL IMPACT

There is no fiscal impact to the City of Reedley.

ATTACHMENTS

1. License Agreement
2. Draft Addendum No. 1



REEDLEY CITY COUNCIL

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

FILE COPY


ITEM NO: 6

DATE: September 27, 2022

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN FRESNO STREET EATS AND THE CITY OF REEDLEY TO OFFER RECURRING FOOD TRUCK EVENTS WITHIN PIONEER PARK

SUBMITTED: Sarah Reid
Community Services Director 

Rodney L. Horton 
Community Development Director

APPROVED: Nicole R. Zieba
City Manager 

RECOMMENDATION

Approve and authorize the City Manager to sign the Non-exclusive License Agreement between Fresno Street Eats and the City of Reedley to provide recurring food truck events within Pioneer Park.

BACKGROUND

In July 2022, City staff met with Fresno Street Eats to discuss the opportunity for a partnership to offer a food truck event that was held on August 18, 2022 in Pioneer Park. The one-time event served as a pilot to gauge community interest and to determine if this type of event would be successful in Reedley. Fresno Street Eats has started hosting these types of events in communities similar to Reedley and are having great success with bringing people out in a public space. The General Plan identifies Pioneer Park as a Community Park.

Additionally, the General Plan also notes that community parks are an important component of Reedley's quality of life and create stronger community ties which are crucial factors in the city's long-term growth. Fresno Street Eats pilot event helped to further fulfil the General Plan's vision of place-making while utilizing one of the city's most visible community park in downtown Reedley.

With the success of the August 18, 2022 pilot event, City staff is recommending entering into a long-term agreement with Fresno Street Eats to host events on a monthly basis for up to one year, with the agreement expiring on October 1, 2023. Under the agreement, Fresno Street Eats will be required to acquire an annual business license, provide a certificate of insurance, and to provide a site plan and security plan to the Chief of Police to review and approve should a beer garden be incorporated in any of the events.

ENVIRONMENTAL FINDINGS

Staff has conducted a review and has determined that it is exempt from CEQA pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) under the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because the proposed action is for Council to approve an agreement with Fresno Street Eats for the purposes of providing recurring community events, it can be seen with certainty that there is no possibility that approving an agreement with Fresno Street Eats to host recurring food truck events may have a significant effect on the environment. Therefore, this action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

FISCAL IMPACT

There is no fiscal impact to the City of Reedley.

ATTACHMENTS

1. License Agreement
2. Site Plan

LICENSE AGREEMENT

This is a License Agreement (hereinafter "LICENSE"), by and between the City of Reedley (CITY), a political subdivision of the State of California, and Mike Osegueda, an individual of Fresno and business owner of Fresno Street Eats, California (LICENSEE).

1. Description of Licensed Premises. CITY is the owner of Pioneer Park which is a public park (hereinafter "PARK"), located at the corner 8th and G street, right across from the Reedley Police Department and City Hall. PARK has a pavilion, picnic tables, bandshell, gazebo, and restrooms. Electrical power outlets are available at certain locations in the park which are available for these events. LICENSEE may use the CITY premises solely for the purpose of Food Truck Event in the area described in "Exhibit A" attached hereto and incorporated by this reference.
2. Term and Termination. The term of this LICENSE shall consist of a term of one (1) year expiring at midnight on October 1, 2023. LICENSEE may extend this LICENSE for one (1) additional 12-month period with notification in writing signed by both parties prior to the subsequent LICENSE period. Prior to the end of the LICENSE, LICENSEE or CITY may terminate this lease upon 30 days written notice with or without cause.
3. Fees and Licenses. LICENSEE must comply with CITY Business License requirements.
4. Use/ Service Provided. LICENSEE shall use the premises for monthly Food Truck Event on Friday evenings, setup time 3:00pm-5:00pm, event time 5:00pm-9:00pm, clean up time 9:00pm-10:00pm. Dates must be provided to the CITY at least 60 days prior to the event to ensure the date is available. The event description includes food, entertainment and merchant vendors. A beer garden is allowed in the area described in "Exhibit A" as long as the area is fenced off and the event holder takes full responsibility for checking identifications and monitoring the patrons alcohol consumption. Any new attraction not covered in this LICENSE must receive prior approval from the CITY.
5. Maintenance of Premises. LICENSEE shall at all times keep the premises in a neat, safe, and sanitary condition. LICENSEE is responsible for leaving the PARK in the

same condition it was found. Vehicles are not allowed to drive on the grass or in the PARK space. All trash and waste created from the event is the responsibility of the LICENSEE. LICENSEE must arrange disposal services with Mid Valley Disposal and is responsible for all fees and cost associated with the disposal service.

6. Event Safety. If alcohol is provided for purchase, LICENSEE is required to provide security at the level that is required for Special Events. Adequate security personnel or trained volunteers as required by the Chief of Police. The company must have a business license with the CITY. LICENSEE shall provide a site plan and security plan to the Chief of Police and receive approval prior to the event.
7. Consumer Food Community Event Requirement. LICENSEE is responsible for complying with all Fresno County Health Department requirements as related to Community Events. LICENSEE must meet all Fresno County Health Department deadlines for submitting paperwork and will be responsible for all Fresno County Health Department fees and coordinating inspections. Food vendors are required to meet all Fresno County Community Event Food Vendor Requirements. Current standards and applications are available on the Fresno County Health Department website.
8. Vendor Release, Waiver and Indemnity Agreement. Prior to each event, LICENSEE is required to have all participating vendors fill out and sign the City of Reedley Release, Waiver, and Indemnity Agreement, attached hereto as Exhibit "B". A copy of all completed waivers must be delivered to the City within 48 hours of the event date in order to receive approval to hold the next event.
9. Indemnification. Except for the sole negligence of CITY, LICENSEE shall defend, indemnify and keep and hold CITY, including City's officers, employees, agents, their successors and assigns, harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of LICENSEE, sustained in, on, or about the demised premises or arising out of LICENSEE's use or occupancy thereof, as a proximate result of the acts or omissions of LICENSEE, its employees and agents, or its contractors, licensees, invites or subtenants, their successors and assigns or arising out of the condition of the property.

CITY shall, by appropriate, written notice to LICENSEE, advise LICENSEE as soon as practicable regarding any potential liability of LICENSEE under this Section.

10. Insurance Requirements.

i. Commercial General Liability

- a. Licensee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Licensee's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- b. Any failure to comply with reporting provisions of the policies by Licensee shall not affect coverage provided the City.
- c. Coverage shall state that Licensee insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Coverage shall contain a waiver of subrogation in favor of the City.

ii. Business Automobile Liability

- a. Licensee shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

iii. Workers' Compensation and Employers' Liability

- a. Licensee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Licensee shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

iv. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
 - b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
 - c. Evidence of Insurance - Prior to commencement of work, the Licensee shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Licensee must agree to provide complete, certified copies of all required insurance policies if requested by the City.
 - d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
 - e. Enforcement of Contract Provisions (non estoppel). LICENSEE acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform LICENSEE of non-compliance with any requirement imposes no additional obligations on the CITY, nor does it waive any rights hereunder.
 - f. Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
 - g. Notice of Cancellation. LICENSEE agrees to oblige its insurance agent or broker and insurers to provide to Agency with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
11. General Provisions. The following general provisions apply to this Agreement:
- a. Full Understanding of the Parties. This LICENSE represents the total and complete understanding of the Parties. Any other oral understandings or other prior understandings shall have no force or effect. This LICENSE is intended to be

comprehensive as an integrated agreement containing all of the understandings and contractual obligations of the parties.

b. Further Assurances. The CITY and LICENSEE agree to cooperate fully in carrying out the terms and conditions of this LICENSE, including the execution of such documents or taking further action that may be necessary to carry out the purposes and intent of this LICENSE.

c. Compliance with Laws and Regulations. The Parties shall comply with all applicable laws and regulations in performing any rights or obligations of this LICENSE, or which may be applicable to the Airport.

d. Severability. If any provision in this LICENSE is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. Each and every provision required by law to be inserted into this LICENSE shall be deemed to be inserted herein, and the LICENSEE shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this LICENSE shall forthwith be physically amended to make such insertion or correction.

e. Amendment. The terms of this LICENSE shall not be amended in any manner except by written agreement signed by the Parties.


f. Headings and Captions. The clause headings or captions appearing in this LICENSE have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

g. Authorized Representative. Each signatory to this LICENSE on behalf of an entity other than an individual, represents and warrants that he or she is the duly authorized representative of the Party for whom the signatory executes this LICENSE and may bind such entity to this LICENSE.


EXECUTION

Wherefore, the Parties hereto, by their signatures herein below, enter into this LICENSE effective as of the Effective Date.

CITY

Signed:  Date: 10/4/22
Print Name: Nicole R. Zieba
Title: City Manager

LICENSEE

Signed:  Date: 10/3/22
Print Name: Mike Osegueda
Title: An Individual

**Attachment 1:
Site plan**



Trucks will align the south side of G Street; street vendors will be located on the north side of G Street (sidewalk); entertainment DJ will be located at the bandstand; G Street from 8th to 9th.

**ADDENDUM NO. 1
TO LICENSE AGREEMENT BETWEEN THE CITY OF REEDLEY AND FRESNO
STREET EATS**

This Addendum No. 1 to the License Agreement between the City of Reedley and Fresno Street Eats is made and entered into effective on September 27, 2023 ("Effective Date"), by and between the City of Reedley, a municipal corporation, hereinafter referred to as "City" and Fresno Street Eats, hereinafter referred to as "Licensee".

RECITALS

WHEREAS, on October 4, 2022, City and Licensee entered into a license agreement to hold a monthly community event known as Reedley Street Eats; and

WHEREAS, the City and Licensee mutually desire to extend the sunset date of the agreement; and

WHEREAS, the City has proposed adjustments to the original license agreement include extending the expiration date.

NOW, THEREFORE, in consideration of the foregoing recitals, Licensee and the City do hereby mutually agree as follows:

1. The description of licensed premises noted in Section 1 shall include any area(s) under the ownership and control of the City, to include and not be limited to, Pioneer Park, a portion(s) of G Street, Cricket Hollow Park, the Reedley Beach, and or the Reedley Community Center.
2. The term noted in Section 2 of the License Agreement is amended from 12 months to 24 months.
3. The termination date noted in Section 2 of the License Agreement is amended from October 1, 2023 to October 1, 2025.

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

CITY

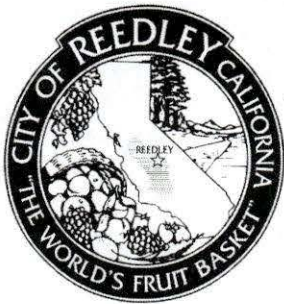
Signed: _____
Printed Name: Nicole R. Zieba
Title: City Manager

Date: _____

LICENSEE

Signed: _____
Printed Name: Mike Osegueda
Title: Licensee

Date: _____



REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: September 26, 2023

TITLE: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. TO PROVIDE A COMPREHENSIVE WATER RATE STUDY.

SUBMITTED: Russ Robertson, Public Works Director *[Signature]*

APPROVED: Nicole Zieba, City Manager *[Signature]*

RECOMMENDATION

That the City Council of the City of Reedley authorize the City Manager to enter into an agreement with HDR Engineering, Inc. for the purpose of performing a comprehensive water rate study for the City of Reedley water utility.

EXECUTIVE SUMMARY

Government Code Sections 53755 and 53756 state that utility rates must not exceed the actual cost of providing the service. The actual cost of the service is determined through a comprehensive utility rate study that is typically performed by a qualified third party. A comprehensive water rate study for the City of Reedley's water utility was last performed in 2016. It is a best practice that a rate study be performed every 5 to 7 years in order to provide detailed information pertaining to the actual costs of providing water to the rate payers. The City Council has been diligent in approving small inflationary increases to rates in order to keep pace with rising costs. The rate study will determine whether the Water Enterprise fund can remain solvent with continued small inflationary increases or if any additional increase will be necessary.

HDR Engineering, Inc. has performed several rate studies through the years for the City of Reedley, including the fore-mentioned 2016 water rate study. HDR also completed the City's comprehensive utility master plan, thus they are very familiar with Reedley's budget document and water infrastructure needs. HDR has performed hundreds of rate studies for cities across the United States. It is because of their experience and institutional knowledge that City staff selected HDR to perform the comprehensive water rate study.

The rate study will include a revenue requirement analysis, a cost of service analysis, a rate design analysis, and a final written report with conclusions and recommendations. The findings

and recommendations will be brought before Council at a later date for discussion and consideration.

FISCAL IMPACT

The total project fee for the Comprehensive Water Rate Study is \$34,875. Funds for this study are available in the Water Enterprise Fund Professional Services account.

ATTACHMENTS

1. HDR Proposal to provide Comprehensive Water Rate Study

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this ____ day of August, 2023, between The City of Reedley ("OWNER") with principal offices at 1733 9th Street, Reedley, California 93654, and HDR ENGINEERING, INC., ("ENGINEER") for services in connection with the project known as the 2023 Water Rate Study ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of time and materials, which shall mean actual labor hours at the rates included in Exhibit A, to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses. The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

The Hourly Billing Rates shown in Exhibit A will be adjusted annually as of the first of each calendar year to reflect equitable changes to the compensation payable to Engineer.

However, the total fees for the Tasks performed under this Agreement shall not exceed the estimates listed above without the prior written approval of Owner.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. Reimbursable expenses shall be billed at actual cost without markup.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF REEDLEY

“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

“ENGINEER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT A

SCOPE OF SERVICES

City of Reedley Water Rate Study Update

Task 1 – Project Management

This task includes the general project management activities that are required to complete the project on-time and within budget. This includes allocating the appropriate labor resources to the project and working with the City's Project Manager to schedule project meetings and provide regular progress reports. As a part of the study, HDR's project manager will provide a progress report with each invoice detailing the status of the study, status of the project schedule, and budget.

Deliverables from Task 1

- ✓ Coordination with the City's Project Manager
- ✓ Monthly progress report of project status, schedule, and budget

Task 2 –Data Collection

A written data request will be provided to the City which will provide a detailed and organized list of the data required to complete the water rate study. If the City determines some data or information may be time consuming or unavailable, HDR will work with the City to resolve any data issues and look for alternatives. HDR has worked with the City and water utilities across the U.S. and will work with City staff to determine \ data gaps and approaches for unavailable data. Given the prior rate studies completed for the City it is anticipated that the data should be, for the most part, readily accessible and available.

Deliverables from Task 2

- ✓ Initial written data request
- ✓ Review and organization of the data by City

Task 3 – Project Kick-Off Meeting

Given the past studies completed for the City the initial project "kick-off" meeting will be held virtually. It is proposed that this meeting be approximately one hour in length and attended by HDR's Project Manager and Task Lead. Given HDR's past experience with the City, the main objective of this meeting is to discuss key goals for the study, review the approach/scope of services, and review the data provided by the City and additional data needs. This meeting will also allow the City to provide input into the development of the technical analyses that will be developed to support the proposed water rates. The project schedule will also be finalized at this initial project kick-off meeting.

Deliverables from Task 3

- ✓ Initial kick-off meeting at the City's offices
- ✓ A virtual meeting approximately one hour in length and attended by the HDR PM and Task Lead

Task 4 – Revenue Requirement Analysis

The development of the revenue requirement analyses is the first major analytical portion of the comprehensive water rate study process. HDR will develop a water revenue requirement analysis using generally accepted rate-setting methodologies and the City's specific operating and capital costs for the water utility. This portion of the study entails reviewing the various sources of funds (revenues) and comparing them to the applications of funds (expenses) of the water utility, while considering the prudent and proper funding for O&M and capital expenditures. It determines—if necessary—the need for any future water revenue (rate) adjustments. A more detailed discussion of the various steps involved in developing the water revenue requirement analysis is provided below.

Step 1 – Selection of a Test Period

A “test period” refers to a time frame of reference for the accumulation of revenues, expenses, and consumption data. In this case, it is proposed to develop a five-year projected review period. A projected time period of FY 2023/24 – FY 2028/29 is proposed and will be based on the adopted FY 2022/23 and FY 2023/24 budgets.

Step 2 – Method of Accumulating Costs

The next decision is to determine the basis or method of accumulating costs. A “cash basis” methodology is proposed for the revenue requirement analysis. This generally accepted methodology sums operation and maintenance expenses, taxes/transfer payments, debt service and capital improvement projects funded annually from rates. This is also the approach used in the prior water rate studies completed for the City.

Step 3 – Accumulation of Revenues and Expenses

Once the test period and method of accumulating costs has been determined, HDR, in conjunction with City management and staff, will develop the test period revenue requirement.

O&M expenses will be based on the City's recent water utility budgets. The budgeted expenses will be projected for the five-year period based on historical increases in costs that the City has experienced and any known changes to operating costs in future years.

The starting point for projecting capital costs (expenditures) will be the water capital improvement plan (CIP). This document should provide the anticipated capital projects for the projected five-year period. A major component of this capital improvement funding analysis is the attempt to maximize capital projects while minimizing rate impacts to customers. Through an iterative process, a final capital funding plan will be developed that meets the water utility's capital needs, while providing a rate transition plan from a financial and rate setting perspective.

In developing the final revenue requirement, a number of financial planning aspects are also considered. These include, but are not limited to, debt service coverage ratios, minimum operating and capital reserves, and minimum annual funding for replacement and upgrade of infrastructure.

At the completion of the draft revenue requirement, a virtual project meeting will be held with City staff to review and discuss the study data, assumptions, and preliminary results. Based on

the review, HDR will develop a final revenue requirement for the water utility.

Deliverables as a Result of Task 4

- ✓ A revenue requirement analysis for the projected five-year period
- ✓ Projection of water consumption, customers, and revenues
- ✓ A capital funding plan within the revenue requirement analysis that attempts to maximize capital expenditures, while minimizing the rate/bill impacts to customers
- ✓ Recommendations regarding key financial indicators (e.g., debt service coverage, capital replacement, annual target for reserve fund balance)
- ✓ A two hour virtual project meeting to review draft revenue requirement analysis. The meeting will be attended by the HDR's Project Manager and Task Manager for the rate study.

Task 5 – Cost of Service Analysis

In simplified terms, a cost of service analysis proportionally distributes the previously developed revenue requirement between the water customer classes of service (e.g., residential, commercial). The basis for establishing water rates that are proportional and defensible has traditionally been cost of service principles and methodologies.¹

The State of California has certain well-established legal constraints regarding utility ratemaking, of which Proposition 218 (California Constitution Article XIII D) is at the forefront. In short, Proposition 218 requires the utility to establish cost-based and proportional rates for the services provided. This includes both the amount of revenue collected from the rates, and also the level of the fixed and consumption charges. This task is designed to specifically address the requirements of Proposition 218 to provide a cost-basis for both the fixed and consumption based water charges and the proportionality for each customer class of service (i.e., rate schedule).

A brief discussion of the major steps associated with the proposed water cost of service analysis is provided below.

Step 1 – Selection of Test Period

A cost of service analysis typically reviews a one-year period to establish cost-based rates. For cost of service purposes, allocating the FY 2024/25 revenue requirements is appropriate.

Step 2 – Selection of the Method to Accumulate Costs

The cash basis is the method used in the prior cost of service analysis and the approach proposed for this study.

Step 3 – Functionalization and Allocation of Expenses – The next step in the cost of service analysis is to functionalize the data. Functionalization refers to the arrangement of cost data into

¹ Generally accepted cost of service principles and methodologies are best defined and discussed within the American Water Works Association M1 Manual, Principles of Water Rates, Fees and Charges.

its basic cost categories. For a water utility, this typically takes the form of source of supply/production, treatment, transmission, distribution, etc. Given functionalized costs, the costs are then allocated to the appropriate cost component(s). Allocation involves determining whether each specific cost or account item was incurred to meet a consumer's commodity (flow), capacity (peak flow), customer, or fire protection-related needs. Allocation will be based on generally accepted cost of service techniques (i.e., AWWA M1 Manual) and the City's specific system and customer characteristics

Step 4 – Determination of Classes of Service

As a part of this study, HDR will review with the City the current customer classes of service and discuss whether modifications or changes are suggested or required. HDR will re-confirm with the City the appropriate classes of service for this study.

Step 5 – Review of Customer Consumption Use

An important objective of the cost of service is to provide the basis for consumption based water rates. This step will review the water billing data (metered water consumption) of the City's customers and confirm or adjust the requirements to reflect the current usage patterns.

Step 6 – Distribution of Expenses

The cost of service proportionally distributes the allocated costs to customer classes of service (e.g., residential, commercial) using distribution factors. HDR will develop factors that are proportional and equitable to the customer classes of service, and which rely upon City-specific data. In particular, the development of the commodity and capacity distribution factors will require a significant level of care and effort. Based upon the prior step, HDR will have reviewed the individual customer billing data in order to sort and analyze consumptive use.

Step 7 – Summary of the Cost of Service

From the above process, a summary page of the cost of service study is developed. The summary page compares the difference between the current level of rate revenues received from each class of service, and the distributed cost of service for each class. This provides an understanding of the relationship between the costs each customer class of service places on the system and the revenues received from the customers. From this summary, a determination can be made as to the rate adjustments, by class of service, which are reflective of cost responsibility.

Step 8 – Development of Average Unit Costs

The cost of service provides the distribution of costs to each class of service, but it also provides average unit costs, or cost-based water rates. These cost-based water rates are used as the starting point for the development of the final proposed water rates. Average unit costs also provide the City with an understanding of the cost/rate relationship between fixed and variable costs, as well as provide the cost-basis for the fixed and consumption (usage) charges for the proposed water rates.

At the conclusion of the draft cost of service analysis, a two-hour virtual project meeting will be held with City staff to review and discuss the assumptions, analysis, and policy level discussions as a result of the cost of service analysis. The HDR Project Manager and Task Lead will participate

in the virtual project meeting.

Deliverables as a Result of Task 5

- ✓ Review of the customer classes of service and determine revisions for cost distribution or rate design alternative purposes
- ✓ A review of the consumption characteristics of the City's customers to confirm the approach to the billing of water consumption
- ✓ A proportional distribution of the water revenue requirement to the customer classes
- ✓ A summary of the average unit costs (cost-based rates)
- ✓ A two-hour virtual project meeting

Task 6 – Rate Design Analysis

The starting point for the rate design process is understanding the City's rate design goals and objectives. Among the key rate design objectives is to have cost-based, sustainable, and legally defensible rates. The development of the revenue requirement analysis and cost of service analysis is designed to specifically address the issues of adequate funding, provided from proportional rates. This task will focus on developing a simple and acceptable rate structure using the findings, conclusions, and recommendations for the revenue requirement (Task 4) and cost of service analysis (Task 5).

As a part of Task 6, the current water rate designs will be reviewed to confirm how well they align with the City's current rate-setting goals and objectives. In Task 5, Step 5 (Review of Customer Consumption Use) HDR will have reviewed the basis for charging the consumption rates. As a part of this task, HDR will utilize the information from the prior task to inform the discussion about the proposed water rate structure. The cost of service analysis will have calculated average unit costs, or the cost-basis for the proposed water rate designs.

As a part of this study, HDR will work with the City to review the current water rate designs and develop up to two (2) alternative water rate structures for the City to review and consider. HDR will develop rates for a five-year period, assuming annual adjustments. For each rate design developed, HDR will discuss the advantages and disadvantages of the particular structure. In addition, bill impacts (i.e., bill comparisons) will be developed for each rate design which clearly illustrates and highlights the impacts to customers across various levels of usage. These will be presented in both table and graphical format. Finally, comparable utility bill comparisons will be provided to help demonstrate the competitiveness of the City's water rates to other water agencies of similar size and/or geographic location.

Deliverables as a Result of Task 6

- ✓ Review of the City's rate design goals and objectives
- ✓ Review of the City's current water rates and development of up to two rate design alternatives for each customer class of service
- ✓ A one-hour virtual project meeting call to review and discuss the draft rate designs
- ✓ Bill comparisons and graphs for the rate design alternatives will be provided
- ✓ Proposed rates for a five year period

- ✓ Neighboring bill comparisons for comparable water utilities

Task 7 – Written Report

At the completion of the rate analysis, HDR will develop a draft written report of the water rate study. The written report is intended to be comprehensive in nature and document the activities undertaken as a part of the project, along with our findings, conclusions, and recommendations. Within our reports, HDR provides an appendix of the technical analyses undertaken. HDR will provide an electronic copy (Adobe Acrobat PDF) of the draft report to the City for its review and comment. Comments, suggestions, or corrections from the City or City legal counsel concerning the draft report will be incorporated into the draft final report. HDR will provide an electronic version of the draft final report to the City. At the conclusion of the study, HDR will incorporate final legal comments from the City's legal counsel, and final policy direction from the City Council (i.e., adopted rates, Proposition 218 notice, rate ordinance). HDR will provide to the City an electronic copy of the final report.

Deliverables as a Result of Task 7

- ✓ An electronic copy of the draft report
- ✓ An electronic copy (Microsoft Word and Adobe Acrobat PDF) of the final report

Task 8 – Public Meetings and Presentations

HDR has included within the labor and fee estimates two public presentations. HDR will develop the presentation materials² for these meetings and HDR's Project Manager will make the presentations. Any public meetings beyond the two meetings anticipated by the City and HDR shall be billed on a time-and-materials basis.

Deliverables as a Result of Task 8

- ✓ Two public presentations to present the study approach, conclusions, and recommendations
- ✓ Development of presentation materials

This concludes the proposed project approach (scope of services) for this City's study.

Schedule

A comprehensive rate study generally takes four to six months to complete. In discussion with City staff, the proposed water rates will be presented in early 2024 and implemented at the start of FY 2024/25 (July 1st, 2024).

² The City will be responsible for the development and mailing of the Proposition 218 Notice.

Hourly Billing Rates

Our proposed hourly rate schedule, by classification, is provided below. These hourly rate schedules will be in effect during the course of the study.

HDR Hourly Rate Schedule

July 2023 through June 2024

Project Manager and QA/QC	\$315.00/hour
Task Lead/Assistant PM	\$190.00/hour
Financial Analyst	\$130.00/hour
Project Accounting/Admin	\$135.00/hour

The billing rates shown above cover payroll cost, employee benefits, and HDR overhead and profit.

Expenses

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Black/White Photocopies (per copy)	\$0.05 to \$0.09
Color Copy (per copy)	\$0.15 to \$0.30

No markup on expenses. Other direct expenses (e.g., parking, mileage, airfare, etc.) are billed at cost.

Any out of scope work shall be billed using the hourly billing rates in effect.

Project Fee Estimate

Given the above hourly billing rates and the proposed scope of services, HDR has developed a detailed fee proposal for the City's water rate study.

**City of Reedley – 2023 Water Rate Study
Estimated Fees for the Financial Analysis**

Task	Task Description	Total
Task 1	Project Management	\$3,170
Task 2	Data Collection	900
Task 3	Project Kick-off Meeting	1,270
Task 4	Revenue Requirement Analysis	6,770
Task 5	Cost of Service Analysis	8,160
Task 6	Rate Design Analysis	4,340
Task 7	Written Report	3,960
Task 8	Public Meetings and Presentations	4,420
Total Labor		\$32,990
Total Expenses		\$1,885
Grand Total Fees		\$34,875

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Consulting Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

15. ALLOCATION OF RISK

OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

18. DISCLAIMER

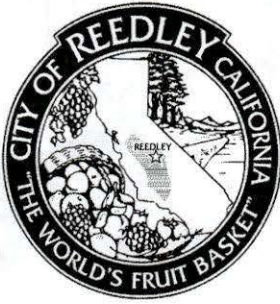
In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

19 OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

20. FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.



REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: September 26, 2023

TITLE: ADOPT RESOLUTION NO. 2023-069, ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE EAST AVENUE HEAVY REHAB FROM 11TH STREET TO G STREET PROJECT AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE

PREPARED: Paola Ramirez *PR*
Engineering Assistant

SUBMITTED: Marilu Morales *mm*
City Engineer

APPROVED: Nicole Zieba *NZ*
City Manager

RECOMMENDATION

Staff recommends that the City Council Adopt Resolution No. 2023-069, accepting the construction improvements for the East Avenue Heavy Rehab from 11th Street to G Street Project and authorize the City Engineer to file a Notice of Completion with the County of Fresno Recorder's Office.

EXECUTIVE SUMMARY

On February 7, 2023, City staff conducted the bid opening for the East Avenue Heavy Rehab from 11th Street to G Street Project (Project). A "Notice of Award" was issued to the lowest responsible bidder, Agee Construction Corporation, on February 14, 2023. The first working day on this contract was June 4, 2023. The time of completion for the Project was twenty (20) working days with two (2) additional working days granted due to changer order work required. The Project was completed within the twenty-two (22) working day timeframe.

There were two change orders requested and issued on the Project additional grinding and paving, removal of bricks from sewer manholes and installing of City supplied items to replace the bricks and installation of a new G5 box over a survey monument. In addition to the two change orders there were increases in bid quantities due to existing site conditions. The total for all change orders and quantity increases equaled \$36,956.74 or an increase of 8.0% from the original contract amount. The contract change orders were approved by the City Manager and paid for with Measure B and Groundwater Treatment funds. The overall project construction cost was \$500,418.74. The

contractor has completed all contract items to the satisfaction of the City Engineer.

PRIOR COUNCIL ACTIONS

Resolution No. 2023-011 awarded a construction contract for the Project to the lowest responsive, responsible bidder, Agee Construction, Co., in the amount of \$463,462.00 plus a 10% contingency of the total bid or \$43,346.20 for a total of \$509,808.20.

FISCAL IMPACT

There is no fiscal impact with regard to the recordation of a Notice of Completion for the Project.

ATTACHMENTS

1. Resolution No. 2023-069
2. Notice of Completion

RESOLUTION NO. 2023-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR EAST AVENUE HEAVY REHAB FROM 11TH STREET TO G STREET PROJECT AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE

WHEREAS, the East Avenue Heavy Rehab from 11th Street to G Street Project has been completed per the plans and specifications; and

WHEREAS, there are no outstanding matters with the contractor regarding construction items; and

WHEREAS, on September 26, 2023 the City held a public meeting at the City of Reedley Council Chamber, at 845 "G" Street to consider acceptance of the construction improvements.

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

1. The above recitals are true and correct and incorporated herein by reference.
2. The City Council using their independent judgment, hereby accepts the subject improvements.
3. The City Council hereby accepts the subject project for maintenance in accordance with the provisions of the contract and applicable ordinances and policies.
4. The City Council approves the Notice of Completion for the construction improvements for the East Avenue Heavy Rehab from 11th Street to G Street Project and hereby authorizes the City Engineer to transmit the attached Notice of Completion to the Fresno County Recorder's Office.
5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved and adopted by the City Council of the City of Reedley on this 26th day of September 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

**RECORDING REQUESTED BY:
AND FOR THE BENEFIT OF,**

City of Reedley
No Fee-Gov't. Code Sections
6103 and 27383

WHEN RECORDED, MAIL TO:

City of Reedley
Engineering Department
1733 9th Street
Reedley, CA 93654

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is: **City of Reedley**
3. The full address of the owner is: **845 "G" Street, Reedley, CA 93654**
4. The nature of the interest or estate of the owner is: **City of Reedley Right-of-Way**
5. A work of improvement on the property hereinafter described was completed on: **August 28, 2023**. The work done was: **East Avenue Heavy Rehab from 11th Street to G Street**
6. The name of the contractor, if any, for such work of improvement was: **Agee Construction Corporation**
7. The property on which said work of improvement was completed is in the **City of Reedley**, County of Fresno, State of California, and is described as follows: **Public right-of-way within the City of Reedley on East Avenue from 11th Street to G Street.**
8. The street address of said property is: **N/A**
9. Resolution No. 2023-069, Attached Hereto and Made a Part Hereof.

City of Reedley

Dated: _____

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

VERIFICATION

I, the undersigned, say: I am the City Engineer for the City of Reedley, the declarant of the foregoing notice of completion;
I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

- Marilu S. Morales

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE.)

Executed on _____, 2023, at Reedley, California
(DATE) (CITY) (STATE)



REEDLEY CITY COUNCIL

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

ITEM NO: 8

DATE: September 26, 2023

TITLE: ADOPT RESOLUTION 2023-070 AMENDING THE 2023-24 ADOPTED BUDGET APPROPRIATING \$5,000 IN THE GENERAL FUND FOR A DONATION RECEIVED FROM DAYKA & HACKETT, LLC FOR SENIOR CENTER PROGRAMS.

SUBMITTED: Sarah Reid
Community Services Director

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Adopt Resolution 2023-070 amending the 2023-24 Adopted Budget appropriating \$5,000 in the General Fund for a donation received from Dayka & Hackett, LLC for Senior Center programs.

BACKGROUND

This is the third year the Reedley Senior Center has received a generous donation from Dayka & Hackett, LLC. The letter states, "This donation is our sincerest effort to give back to our community by supporting organizations doing great work for Valley residents." Staff has started planning how the funding will be spent this fiscal year. The plan is to continue enhancing existing programs with food items and senior luncheons. The Community Services Department would like to thank the owners and employees of Dayka & Hackett, LLC for this generous contribution to the Senior Center.

FISCAL IMPACT

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

ATTACHMENTS

1. Letter dated August 14, 2023 from Tina Harvey with Dayka & Hackett, LLC.
2. Budget Amendment Resolution No. 2023-070



A FRUTURA COMPANY

Aug. 14, 2023

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

Dear Reedley Seniors Center:

Dayka & Hackett, LLC owners and employees are interested in supporting local charitable organizations. This donation is our sincerest effort to give back to our community by supporting organizations doing great work for Valley residents.

Enclosed is our donation \$5,000.00.

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

Sincerely,

Tina Harvey

BUDGET AMENDMENT RESOLUTION 2023-070

The City Council of the City of Reedley does hereby amend the 2023-24 Budget as follows:

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4685-2063	Senior Citizen Program Special Supplies	5,000
Total		\$ 5,000

Purpose: Appropriation of funds donated from Dayka & Hackett for Senior Center activities. This funding will be used to enhance already existing programs with food items and a senior luncheon.

SECTION II - SOURCE OF FUNDING

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

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

REVIEWED:

Rebecca Miller 9/20/23

Assistant City Manager

RECOMMENDED:

[Signature]

City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 26, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Anita Betancourt, Mayor

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL


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

ITEM NO: 9

DATE: September 26, 2023

TITLE: CONSIDERATION OF ITEMS PERTAINING TO THE TRANSITION OF THE STATE CENTER COMMUNITY COLLEGE DISTRICT (SCCCD) AVIATION PROGRAMS TO THE REEDLEY MUNICIPAL AIRPORT

- A) APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO THE PURCHASE AND INSTALLATION OF A MOBILE OFFICE FROM WILLSCOT MOBILE MINI SOLUTIONS UNDER OMNIA COOPERATIVE PURCHASING CONTRACT #R160101
- B) ADOPT RESOLUTION NO. 2023-071 AMENDING THE 2023-24 ADOPTED BUDGET APPROPRIATING \$73,318 IN THE AIRPORT ENTERPRISE FUND FOR THE PURCHASE, INSTALL, BUILDING FURNITURE AND ELECTRICAL WORK ASSOCIATED WITH THE MOBILE OFFICE UNIT

SUBMITTED: Sarah Reid, Community Services Director 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

Approve and authorize the City Manager to execute all documents associated with the transition of the State Center Community College District (SCCCD) aviation programs to the Reedley Municipal Airport: A) Approve and authorize the City Manager to sign documents related to the purchase and installation of a mobile office unit from Willscot Mobile Mini Solutions under Omnia Cooperative Purchasing Contract #R160101 and B) Adopt Resolution NO. 2023-071 amending the 2023-24 Adopted Budget appropriating \$73,318 in the Airport Enterprise Fund for costs associated with the purchase, install, building furniture and electrical work associated with the mobile office unit.

EXECUTIVE SUMMARY

The City of Reedley (City) and SCCCDC have a joint interest in moving SCCCDC aviation programs to the Reedley Municipal Airport. With the execution of the License Agreement on July 25, 2023, City and SCCCDC continue to work through details of the programs operations at

the Reedley Municipal Airport. SCCCD has found a mobile unit which will suit the needs for a space to meet with students for the pre-flight briefing. The unit comes with furniture and will be paid in two installments, \$57,453.03 for the first year and \$63,340 for the second year. The unit will fit nicely in the location designated for this function, and was selected by SCCCD staff to suit their needs.

All new structures on airport property are subject to the Federal Aviation Administration (FAA) review. This purchase will meet the requirements set forth by the FAA, and staff is currently working through the review process set forth by the FAA for structures not listed on the Airport Layout Plan (ALP), as this project is not currently identified on the ALP.

FISCAL IMPACT

The City of Reedley is the lead agency for purchases listed in the License Agreement on Exhibit A for a total estimated cost of \$310,964. City of Reedley purchasing policies will be followed with expenses invoiced to SCCCD for reimbursement to the City of Reedley. The purchase of the prefabricated restroom facility and install have already been approved on July 25, 2023 by City Council. Budget Amendment 2023-071 in the amount of \$73,318 is the first installment to purchase the mobile office unit, building furniture and electrical work to the mobile unit with a 10% contingency. An additional action item will be forthcoming to the City Council for the second-year payment to own the mobile office unit and furniture in the amount of \$63,340.

Exhibit A

*Restroom Purchase	\$114,669
*Restroom Installation	75,000
Pilot Briefing Room first year lease	56,907
Electrical Work for Pilot Briefing Room	9,200
Pilot Briefing Room second year purchase	50,424
FAA Section 163 Review	4,764
Total Estimated Costs	310,964
City Engineer rate to prepare bid package for Restroom Project (City contribution)	

PRIOR COUNCIL ACTIONS

On July 25, 2023, City Council approved the License Agreement with State Center Community College District which identified the City of Reedley as the lead agency for purchases related to the transition of SCCCD to the Reedley Municipal Airport.

ATTACHMENTS

1. Willscot Mobile Mini Solutions Sales Agreement
2. Budget Resolution No. 2023-071
3. Site Plan

WILLSCOT**mobile mini**
SOLUTIONSWilliams Scotsman inc
2829 S Chestnut Avenue
FRESNO CA 93725
Toll Free: 800-782-1500Your Sales Representative
Ben Hostetler
Phone: (559) 653-8054
Email:
benjamin.hostetler@willscot.comAgreement Number:
Q-1462286
Revision: 2
Date: 7/25/2023
Expiration Date:
8/24/2023**Lease Agreement****Lessee:**
City of Reedley
845 G Street
Reedley, CA 93654**Contact:**
Sarah Reid
845 G Street
Reedley, CA 93654, US
Phone: 559 637-4203
Email: sarah.reid@reedley.ca.gov**Ship To Address:**
93654
Reedley, CA 93654, US
Estimated Delivery Date :8/28/2023

Rental Pricing Per Billing Cycle	Quantity	Price	Extended
60x12 Mobile Office or Similar	1	\$ 800.00	\$ 800.00
Prof. Entrance - Steps w/ Canopy	1	\$ 100.00	\$ 100.00
PERSONAL PROPERTY EXPENSE	1	\$ 33.60	\$ 33.60
Loss Damage Waiver (11/12)	1	\$ 175.00	\$ 175.00
General Liability Insurance	1	\$ 29.00	\$ 29.00
ADA/IBC Switchback Ramp - 36ft & Larger	1	\$ 450.00	\$ 450.00
Professional Cubicle Package	6	\$ 180.00	\$ 1,080.00
Professional Office Package	1	\$ 80.00	\$ 80.00
Professional Cafe Package	1	\$ 80.00	\$ 80.00
Window/Door Security Bundle - 40ft & Greater	1	\$ 50.00	\$ 50.00
Data Hub - Rental	1	\$ 126.00	\$ 126.00

Minimum Lease Billing Period: 13

Total Recurring Building Charges:	\$ 800.00
Subtotal of Other Recurring Charges:	\$ 2,203.60
Total Recurring Charges Per Billing Cycle:	\$ 3,003.60
Total Recurring Charges Per Billing Cycle Including Estimated Taxes:	\$ 3,280.68

Estimated Delivery And Installation

Prev Wage Knockdown	1	\$ 900.00	\$ 900.00
Return - 12' wide	1	\$ 725.00	\$ 725.00
Essentials Material Handling	1	\$ 100.00	\$ 100.00
CA Transport Delivery Fee	1	\$ 100.00	\$ 100.00
Cubicle Knock Down	1	\$ 85.14	\$ 85.14
Cubicle Install	1	\$ 85.14	\$ 85.14
Fuel Surcharge Delivery	1	\$ 166.75	\$ 166.75
Fuel Surcharge Return	1	\$ 166.75	\$ 166.75
Ramp - Delivery & Installation	1	\$ 1,250.00	\$ 1,250.00
Ramp - Knockdown & Return	1	\$ 1,250.00	\$ 1,250.00
Prev Wage Wood Skirting	1	\$ 4,100.00	\$ 4,100.00
Prev Wage Setup and Anchor	1	\$ 2,700.00	\$ 2,700.00
Prev Wage Skirting Removal	1	\$ 1,100.00	\$ 1,100.00
Delivery - 12' wide	1	\$ 725.00	\$ 725.00

Total Delivery and Installation Charges:	\$ 13,453.78
Total Delivery and Installation Charges Including Estimated Taxes:	\$ 14,694.96



Williams Scotsman inc
2829 S Chestnut Avenue
FRESNO CA 93725
Toll Free: 800-782-1500

Your Sales Representative
Ben Hostetler
Phone: (559) 653-8054
Email:
benjamin.hostetler@willscot.com

Agreement Number:
Q-1462286
Revision: 2
Date: 7/25/2023
Expiration Date:
8/24/2023

Estimated Final Return Charges*

CA Transport Return Fee	1	\$ 100.00	\$ 100.00
Due On Final Invoice*:			\$ 100.00
Due On Final Invoice Including Estimated Taxes*:			\$ 109.23
Total Including Recurring Billing Charges, Delivery, Installation and Return**:			\$ 52,600.58
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**:			\$ 57,453.03

Scope Of Work

Per Omnia Contract #R160101 *This project was priced at prevailing wages assuming level and accessible site *Please note this quote does not account for any Permits and/or Pilot Cars that may be required for delivery.

Summary of Charges

Model: 60x12 Mobile Office or Similar	Quantity: 1	Total Charges for (1) Building(s): \$ 52,600.58
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 57,453.03

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, BUYER/LESSEE/CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
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Williams Scotsman Inc
2829 S Chestnut Avenue
FRESNO CA 93725
Toll Free: 800-782-1500

Your Sales Representative
Ben Hostetler
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Insurance Requirements Addendum

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	60x12 Mobile Office or Similar	\$51,797	\$0.00

Lessee: City of Reedley

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

General Liability Insurance Program

Lessee elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: _____ Print Name: _____ Date: _____

Damage Waiver Program

Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: _____ Print Name: _____ Date: _____

Please return this signed document with the signed lease agreement.



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Clarifications

***Final Return Charges are estimated and will be charged at Lessor's prevailing rate at time of return. **All prices include estimated taxes if applicable. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first billing period rental and initial charges, last billing period rent for building and other recurring rentals/services (excluding General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use MMConnect. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (6-3-22) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

☐ Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

Corrected Email Address: _____

☐ Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

Enter a new billing address: _____



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Signatures

Lessee: City of Reedley	Lessor: Williams Scotsman inc
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
PO#:	

**BUDGET AMENDMENT
RESOLUTION 2023-071**

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

SECTION I - ADDITIONS

Account Number	Account Description	Amount
041-4730.5806	Reedley College Project	\$ 73,318
Total		\$ 73,318

Purpose: Staff is requesting appropriations to cover costs associated with the transition of the State Center Community College District (SCCCD) aviation programs to the Reedley Municipal Airport. This cost is for the first out of two payments to purchase the pilots briefing trailer, furniture and the electrical work to the building.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
041-3806	Reedley College Reimbursements	\$ (73,318)
Total		\$ (73,318)

Impact: City of Reedley is the lead agency for purchases listed on Exhibit A of the License Agreement between the City of Reedley and State Center Community College District. City of Reedley purchasing policies will be followed with expenses invoiced to State Center Community College District for reimbursement to the City of Reedley.

REVIEWED:


Assistant City Manager

RECOMMENDED:


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 26, 2023, by the following vote:

AYES:

NOES:

ABSENT:

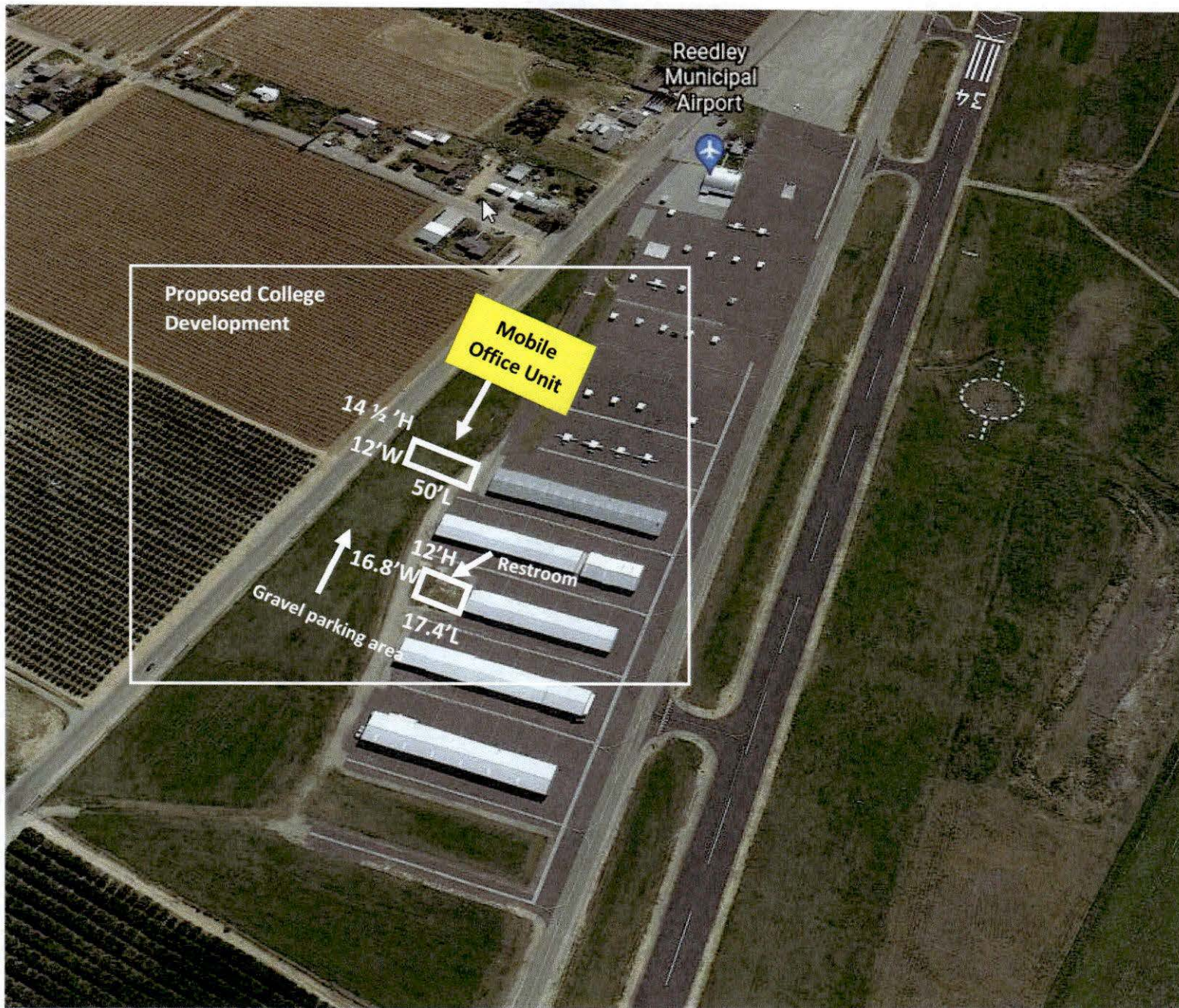
ABSTAIN:

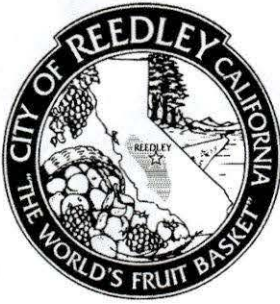
APPROVED:

ATTEST:

Anita Betancourt, Mayor

Ruthie Greenwood, City Clerk





REEDLEY CITY COUNCIL

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

ITEM NO: 10

DATE: September 26, 2023

TITLE: ADOPT RESOLUTION NO. 2023-073 SUPPORTING AND IMPLEMENTING
TIMELY USE OF FUNDING FOR FEDERALLY FUNDED PROJECTS AND
AUTHORIZATION TO APPLY FOR REGIONAL BID GRANTS THROUGH FRESNO
COUNCIL OF GOVERNMENTS

SUBMITTED: Marilu Morales *[Signature]*
City Engineer

APPROVED: Nicole Zieba *[Signature]*
City Manager

RECOMMENDATION

Staff recommends that City Council Adopt Resolution No. 2023-073, Supporting and Implementing Timely Use of Funding for Federally Funded Projects and Authorization to Apply for Surface Transportation Block Grant (STBG), Congestion Mitigation Air Quality (CMAQ), and Carbon Reduction Program (CRP) Funding through the Regional Bid Process through Fresno Council of Governments (FCOG).

EXECUTIVE SUMMARY

A portion of Federal and State Transportation funds for STBG and CMAQ are allocated through a competitive grant process from FCOG every two years. This year a new funding program was created called the CRP and these funds will also be allocated via a competitive grant process through FCOG. FCOG requires that all agencies submitting applications include a resolution stating that the governing board of the agency will conform to Assembly Bill 1012 (AB 1012). AB 1012 was enacted to ensure the timely use of State and Federal Funding related to transportation projects.

On June 29, 2023 FCOG Policy Board adopted and initiated the call for projects for the STBG and CMAQ regional bid grant applications. The CMAQ and CRP applications were due September 15, 2023 and the STBG applications are due October 6, 2023. The funding amount available for all three programs combined is over \$59.3 million with the projects programmed in years FY 24/25 through FY 27/28.

The Projects the City will submit for STBG are the Parlier Avenue Improvement Project from Reed Avenue to Frankwood Avenue, which will include pavement rehabilitation, minor concrete improvements, and pavement delineation and the Olson Avenue Improvement Project from Reed Avenue to Frankwood Avenue, which will include pavement rehabilitation, minor concrete improvements, and pavement delineation.

The City submitted two projects for CMAQ. One project is the Reedley Class I Multi-Use Trail Sports Field/Canal Loop Project. This project includes the continuation of the Reedley Parkway from the interior of the Sports Park along the canal up to Dinuba Avenue with trees and lighting proposed and install sidewalk along the southern side of Dinuba Avenue to the end of the existing sidewalk that will be installed with the north soccer field project that is currently under design. The project will also install curb, gutter and sidewalk on the northern side of Dinuba Avenue from the existing sidewalk that ends at the River Ridge Housing Development to Zumwalt Avenue, curb ramps at the intersection, street lighting, crosswalks and a stop sign. Right of way will need to be acquired from two property owners for the project. The second project is the Northeast Reedley Alley Paving Project, which is located in the northeast quadrant of the City and will reconstruct six alleys including installing driveway approaches, valley gutters and pavement.

The City will submit one project for the CRP. The project is the same project submitted for the CMAQ grant, the Reedley Class I Multi-Use Trail Sports Field/Canal Loop Project. The requirements for the CRP grant were very similar to the CMAQ grant, therefore, the same application was submitted as the residents of Reedley have requested the trail be extended at this location during multiple public outreach requests. The attached exhibit shows the location of all projects being submitted for the STBG, CMAQ and CRP regional bid applications.

The applications are scheduled to be scored in December of 2023 and the recommended projects will be sent to the FCOG Policy Board for approval in January of 2024. If the City is successful in obtaining funding for any of the project applications the projects will be budgeted in future budget cycles.

FISCAL IMPACT

The cost estimates for each project have not been finalized yet, however, if the City is awarded the projects the City will have a local match required for each project that will use the City's Measure C funds.

ATTACHMENTS

1. Resolution No. 2023-073
2. Project Location Map

RESOLUTION NO. 2023-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY SUPPORTING AND IMPLEMENTING TIMELY USE OF FUNDING FOR FEDERALLY FUNDED PROJECTS

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

WHEREAS, the City is able to apply for and receive Federal and State funding under the Federal Transportation Act; and

WHEREAS, the City desires to ensure that all its projects are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

WHEREAS, the it is understood by the City that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

WHEREAS, the City must demonstrate dedicated and available local matching funds; and

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

1. The above recitals are true and correct and incorporated herein by reference.
2. The City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.
3. That failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.
4. The City Council does direct its management and engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council.
5. The City Council authorizes the submittal of two Surface Transportation Block Grant (STBG) Program Applications for the Parlier Avenue Improvements Project from Reed Avenue to Frankwood Avenue and the Olson Avenue Improvements Project from Reed Avenue to Frankwood Avenue.
6. The City Council authorizes the submittal of two Congestion Mitigation and Air Quality Improvement (CMAQ) Program Applications for the Reedley Class I Multi-Use Trail Sports Field/Canal Loop Project and the Reedley Alley Paving – Northeast Project.
7. The City Council authorizes the submittal of one Carbon Reduction Program (CRP) Application for the Reedley Class I Multi-Use Trail Sports Field/Canal Loop Project.

8. This resolution is effective upon adoption.

This foregoing resolution is hereby approved and adopted by the City Council of the City of Reedley this 26th day of September 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 11

DATE: September 26, 2023

TITLE: ADOPT RESOLUTION NO. 2023-074 AUTHORIZING THE EXECUTION OF THE CITY-COUNTY AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 23571, REEDLEY NORTH AVENUE IMPROVEMENTS

PREPARED: Linda Xiong *LX*
Assistant Engineer

SUBMITTED: Marilu Morales *mm*
City Engineer

APPROVED: Nicole Zieba *NZ*
City Manager

RECOMMENDATION

Staff recommends that the City Council Adopt Resolution No. 2023-074, authorizing the City Manager to execute an Agreement with the County of Fresno for Community Development Block Grant (CDBG) Project No. 23571, Reedley North Avenue Improvements.

EXECUTIVE SUMMARY

Staff is requesting that the City of Reedley City Manager be granted authority to execute the Agreement with the County of Fresno for CDBG Project No. 23571, Reedley North Avenue Improvements. Staff will deliver said agreement to Fresno County on or before November 7, 2023 for the County Board of Supervisors approval. Once fully executed, the City will be able to proceed with design and construction tasks for said project. It is anticipated that the project will be awarded for construction in the spring or summer of 2024.

BACKGROUND

Staff from the County of Fresno conducted an environmental assessment of the project, prepared and recorded the environmental document (Categorical Exemption), and prepared the City-County Agreement for the design and construction of this CDBG Project.

The total cost for the project is estimated at \$347,436, which includes design, construction, contingency, and construction management. CDBG funds in the amount of \$254,022 will be made

available to fund this project. The remainder of the project will be funded with Measure C Street Maintenance Funds.

The approved agreement will be sent to the County Board of Supervisors for approval and execution. Once executed, the City will begin the design of the project. Awarding of a construction contract to complete the project will be brought before City Council for approval in the spring or summer of 2024.

FISCAL IMPACT

The project will be funded with CDBG funds and Measure C Street Maintenance funds.

PRIOR COUNCIL ACTIONS

On February 25, 2020, the City Council adopted Resolution No. 2020-014 approving participation and authorizing the City Manager to sign a three-year joint powers agreement with Fresno County's CDBG program for program years 2021-22, 2022-23, and 2023-24.

On September 27, 2022, the City Council adopted Resolution No. 2022-081 approving the CDBG North Avenue Improvements Project from Columbia Avenue to Haney Avenue as the 2023-24 CDBG Project.

ATTACHMENTS

1. Resolution No. 2023-074
2. CDBG 23571 Project Exhibit
3. City-County Agreement

RESOLUTION NO. 2023-074

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AUTHORIZING THE EXECUTION OF THE CITY-COUNTY AGREEMENT FOR
CDBG PROJECT No. 23571, REEDLEY NORTH AVENUE IMPROVEMENTS**

WHEREAS, the County of Fresno has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the County, and its participating Cities, including the City of Reedley; and

WHEREAS, the City of Reedley wishes to enter into an Agreement with the County of Fresno allocating the funds for the City's 2023-24 CDBG allocation to the North Avenue Improvements Project, CDBG Project No. 23571; and

WHEREAS, the County of Fresno has determined that \$254,022 in CDBG funds are currently available to the City of Reedley for said project; and

WHEREAS, the City Council on September 27, 2022, at a public hearing received a written staff report, invited public comment, and independently deliberated; and

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

1. The above recitals are true and correct and incorporated herein by reference.
2. The City Council finds the agreement for CDBG Project No. 23571 is consistent with the CDBG program.
3. The City of Reedley City Manager is hereby authorized to execute the City-County agreement for the North Avenue Improvements Project, CDBG Project No. 23571.
4. This resolution is effective upon adoption.

This foregoing resolution is hereby approved and adopted by the City Council of the City of Reedley this 26th day of September 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Anita Betancourt, Mayor

ATTEST:

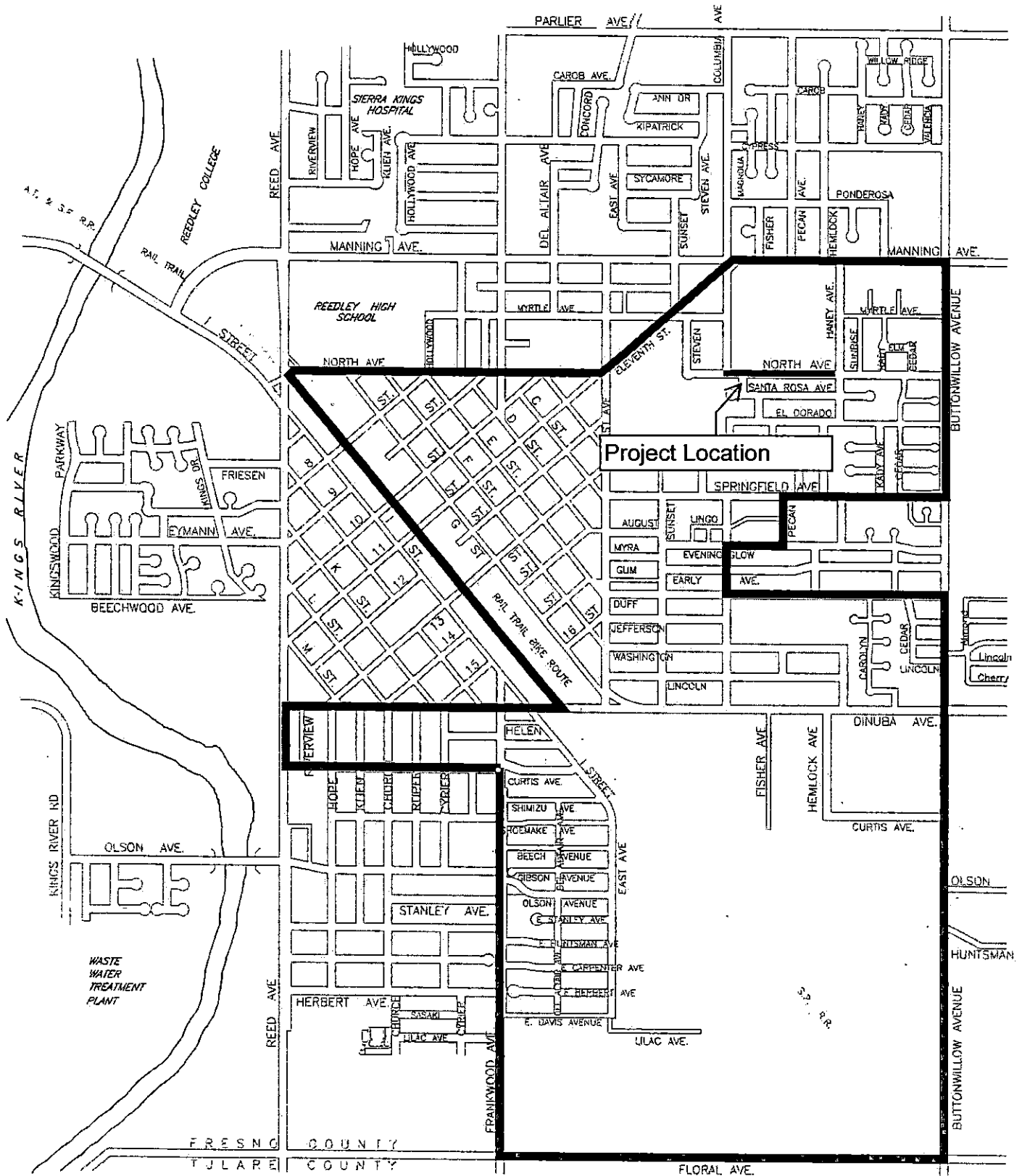
Ruthie Greenwood, City Clerk

CITY OF REEDLEY CDBG ELIGIBILITY AREA FOR FY'S 2021 - 2024

EXHIBIT A



LEGEND
■ ELIGIBILITY AREA



JANUARY 2020

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AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and the CITY OF REEDLEY ("City").

WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the Community Development Block Grant ("CDBG") Program activities for the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the City has submitted the Reedley North Avenue Improvements Project No. 23571 ("Project") for CDBG funding; and

WHEREAS, the City has estimated that the total cost of the Project is \$347,436, and the City has committed local funds to the Project in the amount of \$93,414, and is in need of \$254,022 in CDBG funding to complete the Project; and

WHEREAS, the County can provide \$254,022 in CDBG funds needed for the Project from the City's 2023-2024 CDBG allocation (\$244,949) and from the City's remaining balance of CDBG funds (\$9,073); and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the 2023-24 Annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the City and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project consists of the rehabilitation of the existing roadway and parking in front of Camacho Park as well as the installation of ADA compliant curb ramps and sidewalk. The Project is located on North Avenue from Columbia Avenue to Haney Avenue, in the City of Reedley

1 B. The Project site is within the City's existing easements or public rights-of-
2 way.

3 C. The work to be funded with CDBG funds is as follows:

4 1. Obtain all necessary permits.

5 2. Perform all necessary design engineering, including, but not limited
6 to, surveying; testing; preparation of plans, specifications, and cost estimates, bid documents and
7 a cost or price analysis; review of bids and recommendation for award.

8 3. Prepare and advertise Project bid notices and award construction
9 contracts including, but not limited to, the printing of bid documents; publishing of notices; and
10 preparation of bid summary.

11 4. Perform all construction engineering including, but not limited to,
12 shop drawing review and approval; contract change order preparation; surveying; staking;
13 inspection; soil testing; materials testing; preparation of "as-built" drawings; labor compliance; and
14 contract administration.

15 5. Provide related eligible improvements.

16 D. The Project budget is estimated by the City as follows:

Construction	\$222,715
Design & Construction Engineering	80,178
Contingency, Permits & Misc.	<u>44,543</u>
Total	\$347,436

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20 E. Notwithstanding the City's estimates described in the above-described
21 Project budget, payments for the Project from CDBG funds shall be limited to the City's actual
22 costs expended by the City, and in any event shall not exceed the total amount of \$254,022. In the
23 event CDBG funds are not sufficient, the City shall complete the Project using its own funds.

24 F. The proposed funding for the Project shall be provided from the following
25 sources:

CDBG	\$254,022
Local Financial Contribution	<u>93,414</u>
Total	\$347,436

1 G. Prior to any proposed changes that may occur which would modify the
2 scope of the Project, the City shall submit a written request to the County. The City shall send its
3 written request to:

4 Community Development Grants
5 County of Fresno
6 Department of Public Works and Planning
7 Community Development Division
8 2220 Tulare Street, 6th Floor
9 Fresno, CA 93721

10 If the Director of the County Department of Public Works and Planning ("Director") determines the
11 modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to
12 permit such modifications. The Director shall specify in a letter to the City that such modifications
13 to the scope of the Project are authorized, and if the City may proceed.

14 II. OBLIGATIONS OF THE COUNTY

15 A. The County shall reimburse the City up to, but not more than, \$254,022 in
16 CDBG funds for the Project for the City's performance of its obligations under this Agreement. All
17 funds shall be paid to the City in accordance with Section V-A of this Agreement.

18 B. The County shall review, within thirty (30) calendar days of receipt from the
19 City, the engineer selection process description and summary of the analysis, as prepared by the
20 City, to verify that a competitive process was conducted in accordance with U.S. Department of
21 Housing and Urban Development (HUD) procurement standards. If such conditions have been
22 met, the Department of Public Works and Planning, Community Development Division (Division)
23 shall specify in a letter to the City that these conditions have been met, and that the engineering
24 contract can be awarded.

25 C. The County shall review, within thirty (30) calendar days of receipt from the
26 City, the design plans and specifications for the Project, as prepared by the City, for compliance
27 with Federal regulations, and the total Project cost estimate, to determine whether sufficient funds
28 are available to complete the Project. If such conditions have been met, the Division shall specify
in a letter to the City that these conditions have been met and that the Project can be advertised.
If such conditions have not been met, the Project will not move forward unless the City receives
an approval letter from the Division.

1 D. The County shall also review, within twenty-one (21) calendar days of
2 receipt from the City, the name of the low bidder, and cost or price analysis of the low bid proposal
3 prepared by the City, to determine whether the contractor will be reasonably compensated in
4 accordance with Federal requirements, and to verify the contractor is bonded, and has not been
5 disbarred or suspended from participating in Federal projects. If such conditions have been met,
6 the Division shall specify in a letter to the City that these conditions have been met, and that the
7 contract can be awarded. If such conditions have not been met, the Project will not move forward
8 unless the City receives an approval letter from the Division.

9 E. The County shall attend the pre-construction meeting between the City and
10 the contractor to discuss labor compliance requirements for the Project, Project monitoring, and to
11 inform the City and contractor that the County will conduct field reviews to determine whether labor
12 compliance and other conditions of the construction contract are being met.

13 F. The County shall conduct periodic inspections of the Project, as may be
14 required, in the determination of the County, that the intended use and group of beneficiaries of
15 the Project, as identified by the City in the application, have not changed. Upon completion of the
16 Project, but prior to the City's acceptance of the Project, the County shall conduct a final inspection
17 of the Project. If such conditions have been met, the Division shall specify in a letter to the City
18 that the conditions of this Section have been met. If such conditions have not been met, the Project
19 will not move forward unless the City receives an approval letter from the Division.

20 G. Notwithstanding anything to the contrary in this Section II or Section III of
21 this Agreement, the County's determinations and actions under this Section II and Section III of
22 this Agreement are solely for the benefit of the County, as the provider of the CDBG funding stated
23 herein, and do not relieve the City of its obligations, or lessen the City's obligations, under this
24 Agreement.

25 III. OBLIGATIONS OF THE CITY

26 A. The City shall provide any and all sums of money in excess of \$254,022
27 which may be necessary to complete the Project. For the purposes of awarding the construction
28 of the Project within the Agreement amount, the bid documents should include any proposed

1 additive or deduct alternatives.

2 B. The City shall perform, or cause to be performed, all engineering work
3 required for the Project.

4 C. In selecting an engineer to perform any engineering work required for the
5 Project, the City shall go through a competitive process in accordance with Chapter 4.10 of the
6 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the
7 engineer, the City shall prepare a written description of the process, perform a cost or price
8 analysis, and submit the process description and summary of the analysis to the Division for
9 review. The City shall obtain a letter from the Division specifying that the conditions of this Section
10 have been met.

11 D. The City shall specify in agreements with its consultants that all engineering
12 work funded with CDBG funds shall become the property of the City upon payment by the City for
13 the cost of such engineering work.

14 E. The City shall furnish evidence to the satisfaction of the Division, prior to the
15 County's authorization to advertise for bids, that it has free and clear title to all parcels of real
16 property on which Project improvements will be located, with any liens or encumbrances noted,
17 and/or that it has obtained or can obtain all necessary easements, rights-of-way, licenses, permits,
18 and State and local approvals required for the completion of the Project.

19 F. Upon completion of the design engineering, the City shall submit the plans
20 and specifications to the Division. The County will ensure Federal CDBG requirements have been
21 adhered to, and review cost estimates to, ensure sufficient funds are available. The City shall
22 obtain a letter from the Division specifying these conditions have been met, and that the City is
23 approved to advertise for bids to construct the Project.

24 G. The City shall advertise for bids, and shall award the construction contract
25 to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening, the City
26 shall notify the County of the date, time, and location of the bid opening.

27 H. Within seven (7) calendar days following the bid opening, the City shall
28 furnish the Division with the name of the low bidder, and cost or price analysis of the low bid

1 proposal prepared by the City, so that the County may verify with the Labor Relations and Equal
2 Opportunity Division of the HUD Area Office that the low bidder is bonded and has not been
3 debarred or suspended from participating in Federal projects, and that the contractor will be
4 reasonably compensated in accordance with Federal requirements. The City shall obtain a letter
5 from the County specifying these conditions have been met, and that the City is approved to award
6 the Project for construction.

7 I. The City shall conduct a pre-construction meeting with the contractor, and
8 shall notify the County Community Development Division at least ten (10) calendar days prior to
9 the meeting, so a representative of the County may attend to discuss CDBG labor compliance
10 requirements for the Project.

11 J. The City shall require the contractor, and all subcontractors, to submit
12 labor compliance documentation, including Certified Payroll, in the manner specified by the
13 County's Labor Compliance Officer, including the use of electronic systems such as LCPtracker.

14 K. Prior to the construction start date, the City shall give written notice thereof,
15 to the Division, to include a copy of the executed contract between the City and the Contractor and
16 the Notice to Proceed.

17 L. All proposed construction contract change orders shall not proceed until
18 prior written approval has been given by the County. Request for approval of a change order(s)
19 shall include a narrative description of the work, a cost or price analysis in accordance with HUD
20 requirements, a map depicting the location of the work addressed with the requested change order,
21 and a written certification from the City that the approval of the change order is consistent with the
22 final construction cost estimate approved by the County. In addition, the City shall certify that the
23 change order is within the scope of the Project and is necessary to complete the Project.

24 M. The City shall send its written description of the engineer selection process,
25 cost or price analyses, design plans, specifications, name of low bidder and low bid proposal,
26 public notices, and all written correspondence to:

27 Community Development Grants
28 County of Fresno
Department of Public Works and Planning
Community Development Division

2220 Tulare Street, 6th Floor
Fresno, CA 93721

N. The City shall comply with the mitigation measures, conditions and notes identified in Environmental Review No. CD23571 (the "Assessment"). A copy of the Assessment shall be provided to the City.

O. Upon completion of the Project, the City shall notify the Division, so a representative of the Division may perform an inspection of the Project to confirm that it was completed in accordance with the scope of work approved and authorized pursuant to this executed Agreement.

P. Upon approval of Project completion by the County, the City shall provide the Division with a resolution of acceptance, or similar documentation, demonstrating that the Project was completed in accordance with the scope of work approved and authorized pursuant to this executed Agreement, and any approved subsequent amendments thereto and/or change orders, and that the City has accepted the Project. Prior to the final request for payment, the City shall also provide the County with a copy of the recorded Notice of Completion (NOC), a written summary of all Project work completed with CDBG and other funds, and documentation to demonstrate compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended.

Q. During the contract period, the City shall complete and submit annually each June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM) form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference. The POM shall contain the following information for the County's Federal reporting purposes to the U.S. Department of Housing and Urban Development (HUD):

1. Total number of households/persons assisted.
2. Number of total households/persons assisted that:
 - a. Now have new access to this type of public facility or infrastructure improvement.
 - b. Now have improved access to this type of public facility or infrastructure improvement.

1 c. Now are served by a public facility or infrastructure that is no
2 longer substandard.

3 R. The City shall be responsible for maintenance of the Project after
4 construction is completed, and shall perform such maintenance from non-CDBG resources.

5 S. The City must inform the County in writing of any program income generated
6 by the expenditure of CDBG funds. Any program income generated as a result of the Project
7 must be paid to the County. For purposes of this Agreement, program income is defined as
8 proceeds from the disposition of CDBG-acquired real property, and principal and interest on CDBG
9 loans. If the City contributed financially to the improvement Project, the City may retain a share
10 of the program income in proportion to the City's contribution to the Project, after the City has
11 provided a written accounting acceptable to the County.

12 T. The City must obtain prior written approval from the County before making
13 any modification or change in the use of any real property improved, in whole or in part, using
14 CDBG funds in excess of \$25,000. The City shall provide affected citizens with notice of, and
15 opportunity to comment on, any proposed change to the use of real property improved with CDBG
16 funds. If any real property improved with CDBG funds is sold and/or is utilized by the City for a
17 use which does not qualify under the CDBG Program, the City shall reimburse the County in an
18 amount equal to the current fair market value for the property, less any proportional share thereof
19 attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for
20 five years after the Project is completed in HUD's Integrated Disbursement and Information System
21 (IDIS). In the event the CDBG program is closed out, the requirements of this Section shall remain
22 in effect for activities or property funded with CDBG funds, unless action is taken by the Federal
23 government to relieve the City of these obligations.

24 U. The City acknowledges that the County may periodically inspect the Project
25 to ensure the property is being used as described in this Agreement. The City agrees to provide
26 any necessary information to the County to carry out such inspections. Furthermore, the City
27 agrees to take corrective action if the County determines that modifications to the use and location
28 of the Project have resulted in a violation of the Federal CDBG regulations.

1 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

2 A. The City shall, and shall cause its consultants, contractors, and
3 subcontractors to, comply with all applicable State and Federal laws and regulations governing the
4 Project.

5 B. This project is subject to the provisions of the Build America, Buy America
6 Act, which includes Buy American Preference (BAP) requirements for iron and steel. The City shall
7 ensure that all plans and specifications include requirements that all construction materials subject
8 to BAP are noted as such.

9 C. Whenever the City uses the services of a contractor, the City shall require
10 that the contractor comply with all Federal, State, and local laws, ordinances, regulations, and
11 Fresno County Charter provisions applicable in the performance of their work.

12 D. This Project is subject to the requirements of Section 3 of the Housing and
13 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the City shall
14 require the prime contractor to complete and submit documentation prior to award of the
15 construction contract, and upon Project completion, that compliance with the requirements of
16 Section 3 of the Housing and Urban Development Act of 1968 clause have been met.

17 E. Non-Discrimination: The City agrees to comply with the non-discrimination
18 in employment and contracting opportunities laws, regulations, and executive orders referenced in
19 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination
20 provisions in Section 109 of the Housing and Community Development Act of 1974 are still
21 applicable.

22 F. Because the City is receiving at least \$100,000 for this Project from the
23 County's CDBG Program under this Agreement, the City shall complete and submit to the Division
24 a "Certification of Payments to Influence Federal Transactions" form and a "Standard Form LLL -
25 Disclosure of Lobbying Activities" form. Likewise, before the City awards a contract using at least
26 \$100,000 of such CDBG funds, the City shall require the consultant and/or contractor and all their
27 sub-consultants and/or subcontractors to complete and submit these two (2) forms described
28 herein to both the City and the County.

1 G. Records Retention: The City shall retain all financial records, supporting
2 documents, statistical records, and all other records pertinent to this Agreement for a period of four
3 (4) years from the date of the submission of the County's consolidated annual performance and
4 evaluation report to HUD in which the activities assisted under this Agreement are reported on for
5 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of
6 the records cited, and that have started before the expiration of the four-year record retention
7 period, such records must be retained until completion of the actions and resolution of all issues,
8 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),
9 570.506).

10 V. PAYMENT FOR THE PROJECT

11 A. At monthly intervals, the City shall submit a written request to the County for
12 payment of specified costs incurred in the performance of this Agreement. The request for
13 payment shall be accompanied by a written certification from the City that the request for payment
14 is consistent with the amount of work that has been completed, and that the work is in accordance
15 with the contract documents and this Agreement. The request for payment shall also be
16 accompanied by documentation acceptable to the County, such as invoices, or vouchers for
17 services or materials purchased, contractor's costs, or other costs chargeable to the Project. After
18 appropriate review and inspection, the County shall make payment from CDBG funds provided in
19 this Agreement for all eligible costs specified herein up to the maximum amount payable under
20 Section I.

21 B. Any savings realized in the final cost of the Project, due to Project cost
22 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
23 the amount of this Project paid for with CDBG funds, and shall be credited to the City's CDBG
24 allocation. If the City is required to provide any funds toward the Project, any cost savings shall
25 be first used to reimburse the City for its contribution in excess of the total amount provided by this
26 Agreement.

27 C. Payment for advertising and award shall be based on the actual costs of
28 printing and noticing.

1 D. The County shall not be bound by any agreement between the City and its
2 agents.

3 E. Upon the completion of the Project, the City shall submit to the Division a
4 written request for final payment of costs, which shall provide a detailed description of the Project
5 pay items and costs. The County shall not be obligated to make any payments under this
6 Agreement if the request for payment is submitted by the City more than sixty (60) calendar days
7 after the NOC has been filed with the County Recorder's Office. An extension to the sixty (60)
8 calendar day period may be granted by the Director prior to the deadline if the City can demonstrate
9 just cause for the delay.

10 F. The County may withhold reimbursement of the final payment request made
11 by the City until a final POM, recorded NOC, and written summary of all Project work completed
12 with CDBG and other funds, and evidence of compliance with the Section 3 clause, as specified
13 in Sections III-P and IV-D, have been submitted to the County.

14 G. All requests for payment and supporting documentation shall be sent to:

15 Business Manager
16 County of Fresno
17 Department of Public Works and Planning
18 Financial Services Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721
pwpbusinessoffice@fresnocountyca.gov (if submitted by email)

19 H. The City shall establish accounting and bookkeeping procedures in
20 accordance with standard accounting and bookkeeping practices, including, but not limited to,
21 employee timecards, payrolls, and other records of all transactions to be paid with CDBG funds in
22 accordance with the performance of this Agreement. All records and accounts shall be available
23 for inspection by the County, the State of California, if applicable, the Comptroller General of the
24 United States, and HUD or any of their duly authorized representatives, at all reasonable times,
25 for a period of at least five (5) years following final payment under this Agreement, or the closure
26 of all other pending matters, whichever is later. The City shall certify accounts when required or
27 requested by the County.

28 I. The City, as a sub-recipient of Federal financial assistance, is required to

1 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501
2 et seq.). Whenever the City expends and/or receives CDBG funds from the County for the Project,
3 a copy of any audit performed by the City in accordance with said Act shall be forwarded to the
4 County Community Development Grants Program Manager within nine (9) months of the end of
5 any City fiscal year in which funds were expended and/or received for the Project. Failure to
6 perform the requisite audit functions as required by this paragraph may result in the County
7 performing any necessary audit tasks, or, at the County's option, the County contracting with a
8 public accountant to perform the audit. All audit costs related to the City's failure to perform the
9 requisite audit are the sole responsibility of the City, and such audit work costs incurred by the
10 County shall be billed to the City, as determined by County's Auditor-Controller/Treasurer-Tax
11 Collector. In the event the City is only required to perform an audit under the provisions of the Act
12 because the City is receiving CDBG funds, the County may perform, or cause to be performed,
13 the required audit to determine whether funds provided through this Agreement have been
14 expended in accordance with applicable laws and regulations. Any audit-related costs incurred
15 by the County under this provision shall be charged to the County CDBG Program. The City
16 agrees to take prompt and appropriate corrective action on any instance of material non-
17 compliance with applicable laws and regulations.

18 J. The City shall send a copy of the audit to:

19 Community Development Grants
20 County of Fresno
21 Department of Public Works and Planning
22 Community Development Division
23 2220 Tulare Street, 6th Floor
24 Fresno, CA 93721

25 VI. INDEMNIFICATION

26 The City shall indemnify and hold harmless and defend the County (including its
27 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,
28 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to
the County, the City, or any third party that arise from or relate to the performance or failure to
perform by the City (or any of its officers, agents, subcontractors, or employees) under this

1 Agreement. The County may conduct or participate in its own defense without affecting the City's
2 obligation to indemnify and hold harmless or defend the County. The provisions of this Section VI
3 shall survive the expiration or termination of this Agreement.

4 VII. TIME OF PERFORMANCE

5 A. The following schedule shall commence on the date this Agreement is
6 executed by the County:

- 7 1. Complete Design Engineering and Submit to the County for Review
8 – March 29, 2024.
- 9 2. Complete County Review and Approval of Plans – June 28, 2024.
- 10 3. Begin Advertising for Bids – July 8, 2024.
- 11 4. Award Contract – September 10, 2024.

12 B. The Project shall be completed, and NOC shall be filed with the Fresno
13 County Recorder's Office, no later than December 12, 2024.

14 C. The final POM Report, written summary of all work completed,
15 documentation demonstrating compliance with the Section 3 clause, and request for final payment
16 shall be submitted to the County no later than February 10, 2025.

17 D. The City shall give immediate written notification to the Division of any
18 events that occur which may affect the above time schedule and completion date and the time
19 schedule specified in the contract documents, or any event that may have significant impact upon
20 the Project or affect the attainment of the Project's objectives. The Director is authorized to adjust
21 the above schedule if, in the Director's judgment, any delay is beyond the control of the parties
22 involved.

23 E. Time is of the essence in the City's performance of this Agreement.

24 VIII. BREACH OF AGREEMENT

25 In the event the City fails to comply with any of the terms of this Agreement, the
26 County may, at its option, deem the City's failure a material breach of this Agreement, and utilize
27 any remedies permitted by law that the County deems appropriate. Should the County deem a
28 breach of this Agreement material, the County shall immediately be relieved of its obligations to

1 make further payment as provided herein. Termination of this Agreement due to breach shall not,
2 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of
3 law or equity, including the recovery of damages. In addition to the termination of the Agreement
4 by the County due to a material breach of this Agreement by the Subrecipient, the County may
5 also terminate this Agreement for convenience, in accordance with state and federal law.

6 IX. TERMINATION OF PROJECT

7 A. If the City wishes to cancel the Project covered by this Agreement, the City
8 shall submit a request in writing to the Division explaining just cause for the request. The Director
9 is authorized to approve such a request if, in the Director's judgment, there is just cause for the
10 Project's cancellation.

11 B. If the City's request to cancel the Project covered by this Agreement is
12 approved by the Director, the City shall promptly return to the County all CDBG funds paid by the
13 County to City pursuant to this Agreement.

14 C. If the Director approves the City's request to cancel the Project, any
15 unexpended CDBG funds budgeted to the Project under this Agreement may be credited to the
16 City's CDBG allocation, as appropriate.

17 X. VENUE; GOVERNING LAW

18 Venue for any action arising out of or relating to this Agreement shall only be in
19 Fresno County, California. The rights and obligations of the parties, and all interpretation and
20 performance of this Agreement shall be governed in all respects by the laws of the State of
21 California.

22 XI. ENTIRE AGREEMENT

23 This Agreement constitutes the entire agreement between the City and the County
24 with respect to the subject matter hereof, and supersedes all previous negotiations, proposals,
25 commitments, writings, advertisements, publications, and understandings of any nature
26 whatsoever unless expressly included in this Agreement.

27 XII. NO THIRD-PARTY BENEFICIARIES

28 This Agreement does not and is not intended to create any rights or obligations for

1 any persons or entity except the parties. This Agreement is solely for the benefit of the County and
2 the City and HUD, and there are no [other] intended third party beneficiaries of this Agreement.

3 XIII. AUTHORIZED SIGNATURES

4 The City represents and warrants to the County that:

5 A. The City is duly authorized and empowered to sign and perform its
6 obligations under this Agreement.

7 B. The individual signing this Agreement on behalf of the City is duly
8 authorized to do so and his or her signature on this Agreement legally binds the City to the terms
9 of this Agreement.

10 XIV. ELECTRONIC SIGNATURES

11 The parties agree that this Agreement may be executed by electronic signature as
12 provided in this section.

13 A. An "electronic signature" means any symbol or process intended by an
14 individual signing this Agreement to represent their signature, including but not limited to (1) a
15 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
16 scanned and transmitted (for example by PDF document) version of an original handwritten
17 signature.

18 B. Each electronic signature affixed or attached to this Agreement (1) is
19 deemed equivalent to a valid original handwritten signature of the person signing this Agreement
20 for all purposes, including but not limited to evidentiary proof in any administrative or judicial
21 proceeding, and (2) has the same force and effect as the valid original handwritten signature of
22 that person.

23 C. The provisions of this section satisfy the requirements of Civil Code
24 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
25 Part 2, Title 2.5, beginning with section 1633.1).

26 D. Each party using a digital signature represents that it has undertaken and
27 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
28 through (5), and agrees that each other party may rely upon that representation.

1 E. This Agreement is not conditioned upon the parties conducting the
2 transactions under it by electronic means and either party may sign this Agreement with an
3 original handwritten signature.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on
2 page one of this Agreement.

3
4 CITY OF REEDLEY

COUNTY OF FRESNO

5
6 By: _____
7 Nicole Zieba, City Manager

Sal Quintero, Chairman of the
Board of Supervisors of the
County of Fresno

8
9 Date: _____

Date: _____

10 ATTEST:

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

11
12
13 _____
14 City Clerk, City of Reedley

By: _____
Deputy

15 APPROVED AS TO LEGAL FORM:

16
17
18 _____
19 City Attorney

20
21 FUND NO: 0001
22 SUBCLASS NO: 10000
23 ORG NO: 7205
24 ACCOUNT NO: 7885
PROJECT NO: N23571
ACTIVITY CODE: 7219

REMIT TO:

City of Reedley
Attn: Nicole Zieba, City Manager
1717 9th Street
Reedley, CA 93654
Telephone: (559) 637-4200

25
26 JA:JN
G:\7205ComDev\Agendas-Agreements\2023\1024 Reedley North Avenue Imps 23571 AGT.docx
27 September 7, 2023
28

Exhibit 1
County of Fresno
Project Outcome Measurement Report

Project #: 23571

Project Name: Reedley North Avenue Improvements

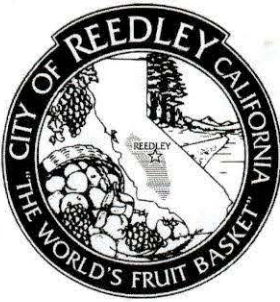
The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, the County requests that you provide the following information:

1. Years Reported: _____ through _____
2. Enter the number of persons assisted that:
 - a. Now have **new access** to this type of public facility or infrastructure improvement: _____ or N/A
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)
 - b. Now have **improved access** to this type of public facility or infrastructure improvement: _____ or N/A
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)
 - c. Are served by this public facility or infrastructure improvement that is **no longer substandard**: _____ or N/A
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: _____
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

Form Completed By: _____



REEDLEY CITY COUNCIL

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

ITEM NO: 12

DATE: September 26, 2023

TITLE: CONDUCT A PUBLIC HEARING AND ADOPT RESOLUTION NO. 2023-072 APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT RUPERT AND CHURCH AVENUES PROJECT FROM DINUBA TO CURTIS AVENUE

PREPARED: Linda Xiong *LX*
Assistant Engineer

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

APPROVED: Nicole Zieba *NZ*
City Manager

RECOMMENDATION

Staff recommends that, upon completion of the public hearing and considering all testimony, the City Council adopt Resolution No. 2023-072 approving the Community Development Block Grant (CDBG) Rupert and Church Avenues Project from Dinuba to Curtis Avenue as described in the City of Reedley's CDBG 2024-2025 Funding Application.

EXECUTIVE SUMMARY

A requirement of the CDBG program application is to conduct a public hearing to select and approve eligible project(s) for construction. Based on input from community members and the eligibility area of the CDBG program, staff recommends that Rupert and Church Avenues Project from Dinuba to Curtis Avenue (Project) be approved. The Project will include reconstruction of the existing pavement, replacing non-ADA compliant curb ramps, driveway approach, and sidewalk. Funding for the Project will include program year 2024-2025 and 2025-2026 CDBG funding and Measure C Street Maintenance funding.

BACKGROUND

On February 14, 2023, City Council approved Resolution No. 2023-010 approving participation and authorizing the City Manager to sign a three-year Joint Powers Agreement with Fresno County's CDBG program for program years 2024-25, 2025-26, and 2026-27. The purpose of the federal CDBG program is to improve urban areas by providing housing, adequate public facilities, and infrastructure, primarily for low- and moderate-income persons within the eligibility area (see Exhibit A). Examples of eligible projects include water system improvements, sewer system improvements, street and drainage improvements, and parks and recreation facilities serving the

CDBG area. The County has advised staff that the City will receive an estimated allocation of \$235,000 for program year 2024-2025 and an estimated allocation of \$210,000 for program year 2025-2026.

FISCAL IMPACT

The Project will be funded with CDBG funds and Measure C Street Maintenance.

ATTACHMENTS

1. Resolution No. 2023-072
2. Exhibit A, CDBG eligible area
3. CDBG Program Year 2024-2025 Application for Grant Funding

RESOLUTION NO. 2023-072

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT RUPERT
AND CHURCH AVENUES PROJECT FROM DINUBA TO CURTIS AVENUE**

WHEREAS, the County of Fresno has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the County, and its participating Cities, including the City of Reedley; and

WHEREAS, the County of Fresno issued a call for projects to be funded with CDBG Program Year 2024-2025 Funding Cycle; and

WHEREAS, the County of Fresno has estimated that the City of Reedley will receive approximately \$235,000 in CDBG funds for Program Year 2024-2025 and \$210,000 in CDBG funds for program year 2025-2026; and

WHEREAS, the City of Reedley's project for CDBG Program Year 2024-2025 is described as Rupert and Church Avenues Project from Dinuba to Curtis Avenue and will include roadway reconstruction, replacing non-ADA compliant curb ramps, driveway approach, and sidewalk; and

WHEREAS, the City of Reedley's will allocate two cycles of CDBG Funding to complete the project, Program Year 2024-2025 and 2025-2026 and Measure C Street Maintenance finds; and

WHEREAS, the City Council on September 26, 2023, at a public hearing received a written staff report, invited public comment, and independently deliberate; and

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

1. The above recitals are true and correct and incorporated herein by reference.
2. That the City Council of the City of Reedley submitted an application for Rupert and Church Avenues Project from Dinuba to Curtis Avenue for funding from the City of Reedley CDBG Program Year 2024-2025 Allocation.
3. This resolution is effective upon adoption.

This foregoing resolution is hereby approved and adopted by the City Council of the City of Reedley this 26th day of September 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

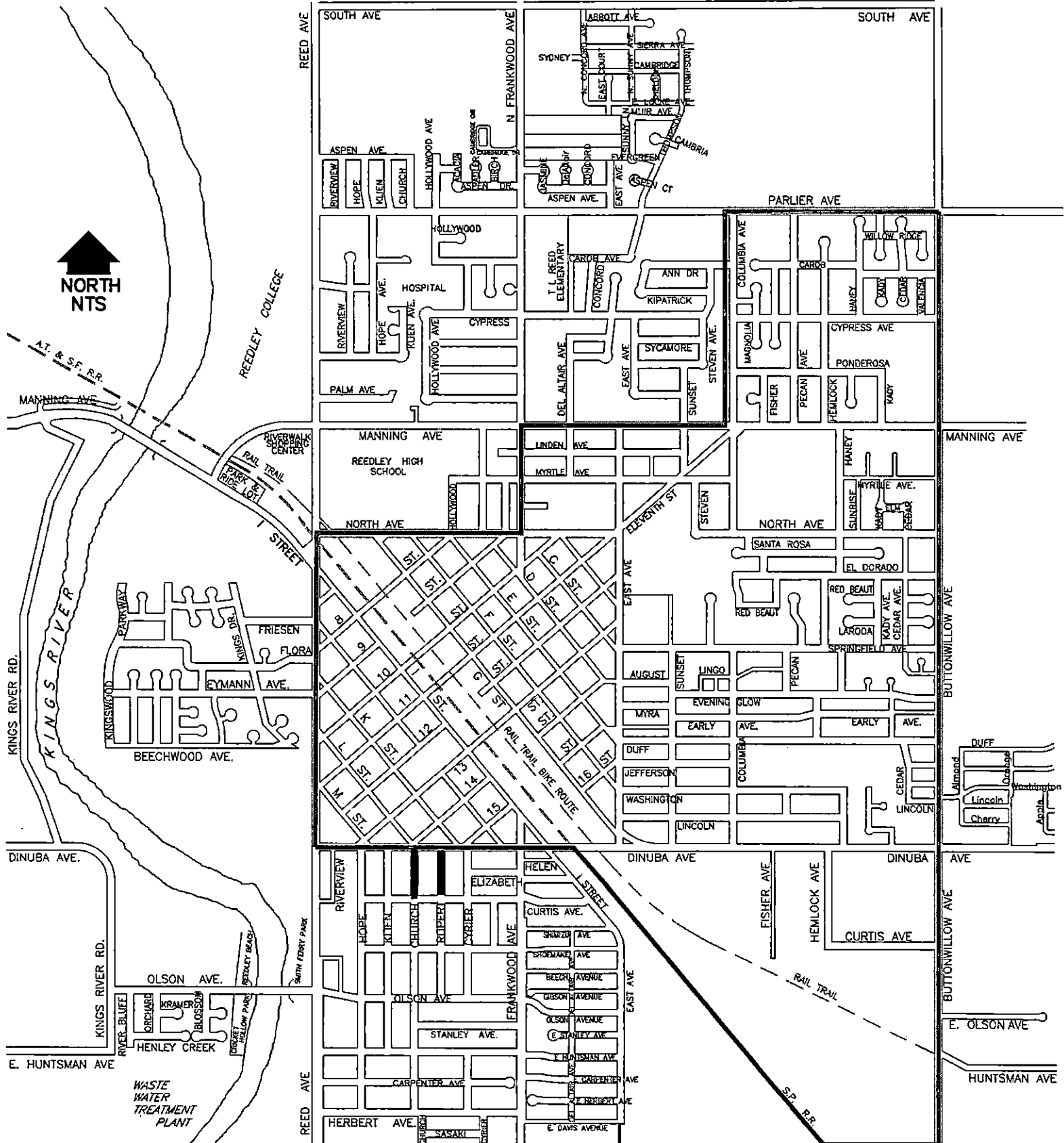
CITY OF REEDLEY CDBG PROJECT FY 2024 - 2025

EXHIBIT 'A'

RUPERT AND CHURCH AVENUE RECONSTRUCTION
FROM DINUBA TO CURTIS AVENUE

LEGEND

- ELIGIBILITY AREA
- PROJECT AREA





Program Year 2024-2025

Application for Grant Funding

Participating Cities

Fresno County
Community Development Block Grant (CDBG)
Program

County of Fresno
Department of Public Works and Planning
Community Development Division
2220 Tulare Street, 8th Floor
Fresno, California 93721

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ATTACHMENTS

Attachment A	Activity Site Map/Site Control
Attachment B	Evidence of Public Hearing/Local Support
Attachment C	Minute Order/Resolution
Attachment D	Other Funding Commitments
Attachment E	Environmental Supporting Documentation
Attachment F	Other Supporting Documentation/Maps/Photos
Attachment G	Other Activities

"Communities that receive entitlement funds from the CDBG program are required to use their funds in a timely manner." (HUD's handbook *Guidelines for Grantee Selection, Management, and Oversight of Subrecipients in the CDBG Program*).

INTRODUCTION:

The County of Fresno receives an annual allocation of CDBG grant funds from the federal Department of Housing and Urban Development (HUD). The County makes a portion of these grant funds available to each of its participating cities based on the same HUD formula by which the County receives its funding. Each City participating in the County's CDBG program is invited to submit activity proposals for its portion of CDBG grant funds subject to the rules and guidance in this application notification. The seven participating cities include the cities of Fowler, Kerman, Kingsburg, Mendota, Reedley, Sanger and Selma.

The County's Department of Public Works and Planning, Community Development Division, is responsible for the administration and implementation of all CDBG-funded activities for the County and its participating cities. The application packet for the 2024-2025 Program Year is issued by the County's Community Development Division. All CDBG funding requests are subject to terms and regulations in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, (the Act) as amended, and the laws of the State of California. Applications submitted by cities for proposed funding must be for CDBG-eligible activities that are consistent with the County's 5-year Consolidated Plan for Program Years 2020-2024 and meet one of HUD's three National Objectives: 1) Benefit primarily low- and moderate- income (LMI) persons; 2) Aid in the prevention or elimination of slums or blight; or 3) Meet a need having a particular urgency (referred to as urgent need) as defined by HUD.

Only complete applications for funding, submitted on the 2024-2025 application form supplied by the County and included in this packet will be accepted. Therefore, review your application proposal carefully, answer all questions and attach all required supporting documentation.

Please note that separate applications are required if more than one activity is proposed for CDBG funding during the 2024-2025 program year.

The deadline for submittal of the application and supporting documentation (excluding Section II) is 5:00 p.m., on Monday, July 31, 2023 at the County's Community Development Division. Upon receipt of an eligibility confirmation letter, cities will then be directed to proceed with a noticed public hearing, to be held by September 30, 2023. Documents specified in Section II of the application (Public Hearing/Citizen Participation) shall be submitted by 5:00 p.m., on Friday, October 13, 2023.

NOTE: An application workshop to answer questions and assist applicants with the preparation of the CDBG application is scheduled for **Thursday, June 22, 2023 from 2:00 p.m. to 3:30 p.m. at the Fresno County Plaza Building, 8th Floor, Conference Room "A".** Staff representing the Community Development Division will discuss the application process. Staff representing other Divisions may be available to discuss plans, specifications, and cost estimate submittals. **We invite you to attend this workshop, and to bring any activity information with you that you may wish to discuss.** Please call the Community Development Division at (559) 600-4292 to reserve your space or if you have any questions.

THRESHOLD REQUIREMENTS:

- **Submittal deadline:** Applications must be received at the Community Development Division office by **5:00 p.m., on Monday, July 31, 2023.**
- Upon receipt of an eligibility confirmation letter, a noticed public hearing shall be held no later than **September 30, 2023.**
- The deadline to submit evidence of the noticed public hearing, the Minute Order authorizing submission of the application, and the name of the person authorized to sign the grant agreement is **5:00 p.m., on Friday, October 13, 2023.**
- Applications must be submitted on the 2024-2025 application form.
- If multiple projects are proposed, separate applications are needed for each proposed project.
- Applications must include all required attachments and all questions must be answered completely.
- The activity must be able to be completed within 12 to 18 months of funding—the activity must be ready to proceed upon funding approval. This requires approval of all required land use entitlements.
- Application must include a map showing the street boundaries of the area that will benefit from the activity and/or must include a description of the eligible beneficiaries.
- Application must include a copy of the current contract with the activity engineer that demonstrates the term of the contract and that the engineer is authorized to provide services needed under application on behalf of the City.
- If proposed activity will require other funding in addition to requested CDBG funds, submit documentation with application demonstrating the sources of funds are available to complete the activity.

Complete applications may be mailed or hand delivered. Applications must be received at the Community Development Division office by **5:00 p.m., Monday, July 31, 2023.**

Mail completed applications to: Fresno County Department of Public Works and Planning, Community Development Division, Attn: Community Development Grants Program, 2220 Tulare Street, 6th Floor, Fresno, CA 93721.

Hand-delivered applications will be accepted at: The Community Development office located in the Fresno County Plaza Building, 2220 Tulare Street, 8th Floor, Fresno, CA.

APPLICATION CHECKLIST:



Application Summary (Section I)



Site Map/Site Control (Section I)



Public Hearing Documents, Proof of Publication Notice (Section II) ***to be submitted by 5:00 p.m., October 13, 2023***



Applicant Certification (Section III)



Detailed Activity Description (Section V)



Activity Timeline (Section VI)



Activity Cost Estimate (VIII)



Environmental Questionnaire (Section VIII)



Other Supporting Documentation

SECTION I APPLICATION SUMMARY

- A. Name of Applicant: City of Reedley
- B. Applicant Address: 1733 Ninth Street
City: Reedley County: Fresno Zip Code: 93654
- C. Applicant Tax ID No.: 94-600402
- D. Applicant DUNS No.: n/a
- E. Contact Person Name and Title: Marilu S. Morales, City Engineer
Phone Number: 637-4200 x 221 E-Mail: marilu.morales@reedley.ca.gov
- F. Name of Activity Engineer: Marilu S. Morales
Phone Number: 637-4200 x 221 E-Mail: marilu.morales@reedley.ca.gov
- G. Activity Name: CDBG 24571 Rupert and Church Ave Recon. from Dinuba to Curtis Ave
- H. Provide a brief description of proposed activity (detailed description to be provided in Section IV):

This project is a roadway reconstruction of Rupert and Church Avenues from Dinuba to Curtis Avenue all located within the CDBG area. All improvements are within the existing City right-of-way. See Attachment A.
- I. Address of Activity Site (if any): Rupert and Church Ave - Dinuba to Curtis Ave
- J. Total Activity Cost: \$ \$550,161.20
- K. Grant Amount Requested: \$ 235,000
(Estimated 2024-25 allocation for City of Reedley, based on 2023-24 funds, is \$235,000.)
- L. If another participating city chooses to not use its 2024-2025 CDBG allocation, those funds may be made available to other participating cities, as an advance against future-year CDBG funding (to be repaid from the 2025-2026 CDBG allocation). If available, what additional amount of CDBG funds (if any), would the City request? \$315,161.20

SECTION II
PUBLIC HEARING/CITIZEN PARTICIPATION
(To Be Submitted After County Approves Eligibility
and by October 13, 2023)

Cities are required to conduct a noticed public hearing before their governing boards to provide interested citizens the opportunity to comment on all activities submitted for funding. **This hearing must be conducted by September 30, 2023**, but should not be held until after an eligibility confirmation letter is received from the County.

- A. Describe the means used to obtain citizen involvement, any accommodations made to encourage broad participation, and how all persons that may benefit from the activity were provided an opportunity to participate:

A "Notice of Public Hearing" regarding the project for CDBG Program Year 2024-2025 will be published in the Reedley Exponent upon receipt of an eligibility confirmation letter from the County of Fresno, at which time it will also be posted on the bulletin board at City Hall and on the City website.

**** Proof of Publication and Certified Minute Order to follow after eligibility confirmation**

- B. The following supporting documentation will illustrate compliance with this Section. Submit as part of this application the following supporting documentation:

- Proof of publication notice.
- Certified Minute Order authorizing submission of application and naming person authorized to sign on behalf of the Applicant.

Include all supporting documentation for this Section under Attachment B, Evidence of Public Hearing/Local Support.

SECTION III
APPLICANT CERTIFICATION AND COMMITMENT OF
RESPONSIBILITY

As the official designated by the governing body, I hereby certify that if approved by the County of Fresno for Community Development Block Grant Program funding, Marilu S. Morales (Applicant name) assumes the responsibilities for carrying out the activity specified in this application in a timely manner and certifies that:

- It possesses the legal authority to apply for the grant funds and to execute the proposed activity;
- The Applicant does not have any unresolved audit findings for prior CDBG or other federally-funded activities or projects;
- There are no pending lawsuits that would impact the implementation of this activity;
- It will comply with all statutes and regulations governing the federal Community Block Grant Program;
- The information, statements, and attachments contained in this application are, to the best of my knowledge and belief, true and correct;
- The Applicant has the ability to perform the duties for the activity applied for in accordance with the CDBG program regulations.

I authorize the Department of Public Works and Planning, Community Development Division, to contact any agency, whether or not named in this application, which may assist in determining the eligibility of the activity. All information contained in this application is acknowledged to be public information.

Signature



Title City Engineer

Type or Print Name Marilu S. Morales, P.E.

Date 7/25/2023

SECTION IV DETAILED ACTIVITY DESCRIPTION

A. Activity Description

A complete description of the activity to be undertaken must include the activity or services to be provided, where the activity will be provided, how the activity will be provided, and whom the activity will benefit. Photographs of the project location may also be submitted and included in **Attachment F, Other Supporting Documentation/Maps/Photos**, or may be submitted by email to jnimer@fresnocountyca.gov.

1. Provide a detailed description of the activity and the scope of work to be funded with CDBG grant:

This project will reconstruct Rupert (approximately 660 lf) and Church (approximately 620 lf) Avenues from Dinuba to Curtis Avenue between existing gutter lips (approximately 36 ft wide) including installation of ADA compliant driveway approaches, accessible ramps, and sidewalk all located within the previously eligible CDBG area (see Attachment A). All improvements are within the existing City right of way.

2. Describe how and who (i.e. low-moderate income persons, at risk youth, senior citizens, disabled persons, etc) the activity will benefit:

This project will benefit the residential neighborhoods and surrounding community by providing ADA compliant driveway approaches, accessible ramps, and sidewalk. The project will provide a secure path for pedestrians as they walk to the neighborhood schools and church located to the southwest and north of the project site. The failing roadway will be reconstructed which will allow bicyclist to traverse the road safely without the bicycle wheels getting caught in ruts of potholes.

3. How many persons are expected to benefit from this activity 8,290
or how many jobs will be generated or retained as a result of the activity,
and how many low/mod income persons will be employed in those jobs?

Number of jobs 0 Number employed 0

Note: Activities that are proposed to meet the Low/Moderate-Income National Objective by creating/retaining jobs for Low/Moderate-Income persons will require a Supplemental form to be provided by the Community Development Division after this application is submitted.

4. Describe the activity location. Provide the street address and assessor's parcel number of the activity and/or the location of the improvements and street boundaries of the entire area that will benefit from the activity:

The activity location is on Rupert and Church Avenues from Dinuba to Curtis Avenue. The area that will benefit from this activity (project) are bounded by Dinuba Avenue, Olson Avenue, Reed Avenue, and Frankwood Avenue.

Attach a site map (**Attachment A**) of the activity location that shows street boundaries for all areas that will benefit from the activity and outline the area around the activity that encompasses all areas that will benefit, and/or include a description of the persons that will benefit from the activity (i.e. low-moderate income persons, at risk youth, senior citizens, disabled persons, etc). Submit supporting documentation under **Attachment F, Other Supporting Documentation/Maps/Photos**.

5. Describe how the proposed activity will benefit the persons, neighborhood or community it will service:

This project will benefit the residential neighborhoods and surrounding community by providing ADA compliant driveway approaches, accessible ramps, sidewalk, and smooth roadway for bicyclists and vehicles to traverse. The project will provide a secure path for pedestrians as they walk to the neighborhood schools and church located to the southwest and north of the project site.

6. Are the proposed activities part of a targeted revitalization effort?

☐ Yes ☒ No

If yes, submit a copy of the neighborhood or community revitalization plan (**Attachment F, Other Supporting Documentation/Maps/Photos**).

7. Describe other activities proposed and/or needed in the community or neighborhood that are anticipated in the next five years should funding be available (include housing, infrastructure and/or economic activities):

Based on the City's pavement management plan, City Council and resident's interests, and input from the Public Works Department, reconstruction of Lincoln Avenue, Washington Avenue and Jefferson Avenue from East Avenue to Columbia Avenue and Sunset Avenue and Columbia Avenue from Dinuba Avenue to Duff Avenue

8. List any other agencies currently active in the activity area:

None.

B. Activity Funding

List all sources of funds anticipated to be received for this activity, including other grants. If a letter of commitment from other funding sources has already been received, include a copy as supporting documentation, (**Attachment D, Other Funding Commitments**).

1. Community Development Block Grant (CDBG) funds:	\$ 235,000
2. Local funds: _____	\$ 315,161.20
3. Other federal funds: _____	\$ _____
4. State funds: _____	\$ _____
5. Other funds or in-kind services: _____	\$ _____
6. Total Activity Cost:	\$ 550,161.20

SECTION V ACTIVITY READINESS

CDBG funds are required to be spent in a timely manner; therefore, the City is required to complete this activity in a timely manner. CDBG funding for Program Year 2024-2025 will become available on July 1, 2024, and funded activities can commence upon completion of a fully executed activity grant agreement with Fresno County.

A. Activity Readiness to Proceed Once Funded:

1. If selected for funding, can the activity be completed within 12 to 18 months from the date of agreement? ☒ Yes ☐ No
2. Are there weather (rain, temperature, etc) conditions that could delay construction of the activity? ☒ Yes ☐ No

If yes, explain any potential delays:

Heavy rain or ambient temperatures below 45 degrees could delay the installation of asphalt and concrete improvements during winter months.

3. Will the activity require any PG&E activity? ☐ Yes ☒ No

If yes, explain any potential delays:

4. Will the activity require CalTrans or any other outside agency review or approval? ☐ Yes ☒ No

If yes, explain any potential delays:

5. Has environmental review subject to the California Environmental Quality Act (CEQA and/or the National Environmental Policy Act (NEPA) been completed or initiated for this activity? ☐ Yes ☒ No

Initial Study / Environmental Assessment No. _____

	CEQA	NEPA
Initiated on:	_____	_____
Completed on:	_____	_____

6. Have any environmental reviews for CEQA and/or NEPA been completed within the last five years for other activities within ½ mile from the location of this activity? ☒ Yes (Please list appropriate information below) ☐ No

Initial Study / Environmental Assessment No. _____

CEQA

NEPA

Completed on: _____

Activity Description/Geographical Area Reviewed:

EANo. 2019-7 for CUP 2019-4 856 S Reed Ave APN 368-030-65 6/11/2019
EA No 2019-15 East Avenue Sidewalk Project 10/9/2019
EA No 2020-4 Roadway Safety Signing Audit 6/19/2020
EA No 2020-7 for SPR 2020-3 1614 G Street APN 363-171-33 6/16/2020
EA No 2022-1 Olson Ave Trunk Line Upsize 01/21/2022
EA No 2022-02 Existing parkway trail lighting project 3/8/2022
EA No. 2023-02 for CUP 2023-01 1325 "I" Street APN 368-271-11 3/8/2023
EA No 2023-07 for CUP 2023-02 1361 "I" Street APN 368-271-10 & 368-271-07 4/24/2023

- B. Identify any known facts that could delay the implementation of this activity (for example, archeological or historical environmental concerns, right of way acquisition, easements, etc.):

None

- C. Does the applicant have site control as evidenced by supporting documentation (Attachment F, Other Supporting Documentation/Maps/Photos)?

☒ Yes ☐ No Site control is expected by _____

SECTION VI ACTIVITY TIMELINE

Attach a timeline for the proposed activity, from application submittal to activity completion. Include milestones or key actions that will take place if the activity is approved for a CDBG grant by the County Board of Supervisors. Show the dates for each milestone and indicate the activity's completion date (the notice of completion date).

A **sample** timeline is below for your use. The first item on the timeline will be the submittal date of the application to the County. NOTE: If activity is recommended for approval, Community Development staff will contact you during preparation of the agreement. Any subsequent changes to agreement execution dates and/or timeline will be revised accordingly.

PROPOSED CDBG ACTIVITY TIMELINE AND MILESTONES

Activity Milestones/Actions	Notes	Date
1. Application Submittal		7/31/23
2. Eligibility Confirmation Letter		8/31/23
3. Hold noticed public hearing		9/30/23
2. Section II (Public Hearing/Citizen Participation) items submitted		10/13/23
3. Environmental Review	Minimum 90-day review	April 2024
4. Agreement for CDBG Grant		July 2024
5. Engineer Selected/Hired	Must go through formal RFP process if not already secured, or if secured for more than 3 years	N/A
6. Submit Plans/Specs/Current Cost Estimate (P/S/E) to the County		Dec. 31, 2024
7. County Review, Comment, Return of P/S/E	Period = 30 days from receipt of P/S/E	Jan. 30, 2025
8. Submit Final Plans/Specs/Cost Estimate, if needed	Must be stamped, certified by ENG	Feb. 28, 2025
9. County Review of Final P/S/E and issue Authorization to Advertise	Period = 30 days from receipt of Final P/S/E	Mar. 28, 2025
10. Begin Advertising Project (Publication Date)	Advertise minimum of 2 weeks	April 1, 2025
11. Bid Opening	Submit bid canvas and low bid proposal within 7 days of bid opening	April 15, 2025
12. County Authorization to Award	Period = 21 days from receipt of Bid Package	May 16, 2025
13. Award of Contract	Must be the date of a City Council meeting	May 27, 2025
14. Preconstruction Meeting		June 10, 2025
15. Complete Construction of Project	Estimate construction days per contract	Nov. 21, 2025
16. Complete Punch-List Items	Time for addressing post-construction items	Dec. 2, 2025
17. Final Inspection	Walk-through with County / other parties prior to NOC	Dec. 3, 2025
18. Record Notice of Completion (NOC)	Allow time for City Council meeting	Dec. 9, 2025
19. Submit Final Invoice, Project Outcome Measurement Report, Project Cost Summary, etc.	Deadline is 60 days following filing of NOC	Mar. 3, 2025

SECTION VII ACTIVITY COST ESTIMATE

A. Construction Costs (you may submit a separate spreadsheet if necessary):

Work Item #	Description	Quantity	Unit of Measure	Unit Price	Total Cost of Work Item
	See Attachment F				
	Prelim. Budget				
	Probability Cost Est.				
SUBTOTAL					\$ 382,056.00

B. Estimated Engineering or Architectural Cost Including:

- | | |
|---|---------------------|
| 1. Design engineering and/or architectural fee | \$ <u>45,847.00</u> |
| 2. Special requirements (conditional use permit/zone change/site plan review, foundation or archeological investigations, extensive environmental work) | \$ <u>0</u> |
| 3. Construction Engineering | \$ <u>45,847.00</u> |
| 4. Maintenance Plan Preparation | \$ <u>0</u> |
| C. Advertising/Award (printing and noticing) | \$ <u>2,000</u> |

D. Property Acquisition (if applicable)

- | | |
|--|-------------|
| 1. Real Property | \$ <u>0</u> |
| 2. Appraisals, title work and related work | \$ <u>0</u> |

E. Contingency \$ 74,411.20

F. Other (specify) \$ 0

G. **TOTAL ACTIVITY COST** **\$ 550,161.20**

Please provide an anticipated draw schedule for construction for the number of months estimated.

Month 1 \$ 100,000

Month 2 \$ 200,000

Month 3 \$ 200,000

Month 4 \$ 50,161

Month 5 \$

Month 6 \$

Linda Xiong, Assistant Engineer

Date 7/25/2023

Prepared by: Name and Title (print or type)

SECTION VIII
ENVIRONMENTAL REVIEW QUESTIONNAIRE
Participating Cities

The following information will be provided to the County's environmental staff to be used in the required environmental review, in accordance with Federal and State (NEPA and CEQA) regulations. All questions must be addressed and supporting documentation included. It is advised that the Activity Engineer answer the questions and sign the form. **This Section is a threshold requirement which will assist in determining activity readiness.**

1. Activity Name: CDBG24571 Rupert and Church Ave Reconstruction from Dinuba to Curtis Ave
2. Existing Zone District: N/A
3. Existing General Plan Land Use Designation: N/A
4. Is the activity in conformance with local land use, circulation and drainage plans?
☒ Yes (include supporting documentation) ☐ No ☐ Unknown
5. Present land use: Public right of way
6. Describe major vegetative cover: None
7. Proposed source of water: City
8. Proposed sewage disposal method: None
9. List existing physical site conditions to be improved by the activity, such as buildings, wells, pipelines, roads, etc. (if improvement is to an existing building, provide the age of the building(s) and indicate if any surrounding buildings may be 50 years or older):

Existing roadway reconstruction including driveway approaches, curb ramps, curb, gutter and sidealk.

Are there any buildings or structures of historical or cultural value in the surrounding area?
☐ Yes ☒ No
Please describe structure and location:

N/A
10. What are the existing, surrounding land uses (e.g., agriculture, residences, school, factory)? Include photographs as **Attachment E, Environmental Supporting Documentation**:
North: Residential East: Residential
South: Residential West: Residential

11. What land uses in the area may be impacted by the project?

N/A

12. What land uses in the area may impact the project?

N/A

13. If any of the following items are located within 3,000 feet of activity location, please describe and include photographs as **Attachment E, Environmental Supporting Documentation**:

Major roads/highways: Reed, Dinuba, Frankwood, Olson, 11th and I Street are Arterial roads

Railroad tracks: Union Pacific Railroad

Water resources: _____

Storage tanks: _____

Hazard sites: _____

Airports: _____

14. During the next two years, if there are other similar or related activity(s) under consideration in the same geographical area, describe the activity and its proposed location.

Attach summary as **Attachment G, Other Activities**

15. Identify any agencies from which a permit is required for this activity (i.e. County of Fresno, San Joaquin Valley Air Pollution Control District, CRWQCB, etc.):

N/A

16. Please identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Indicate why those actions were not selected.

N/A

Information requested in questions 17 and 18 below must be provided in Attachment E, Environmental Supporting Documentation

17. Provide a written description and map (or maps) illustrating (in detail) the location and size of **existing** sewer, water and/or drainage lines to be replaced or installed and/or location and size of **existing** curb, gutter and/or sidewalk improvements to be improved or constructed.
18. Provide a written description and map (or maps) illustrating (in detail) the location and size of **proposed** sewer, water and/or drainage lines to be replaced or installed and/or location and size of **proposed** curb, gutter, and/or sidewalk improvements to be improved or constructed, and size and location of material or equipment staging areas.
19. Provide a written statement of purpose and need for the project.
20. Complete the Environmental Supplemental Questionnaire on the following page.

ENVIRONMENTAL SUPPLEMENTAL QUESTIONNAIRE

In order to determine if this activity is ready to proceed, and meet HUD's timeliness of expenditure requirements for the CDBG Program, funded activities must be ready to proceed once an agreement with the County is executed. Please answer all of the following questions. This information will assist in determining whether the activity is ready to proceed.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Is the activity in conformance with your local land use, circulation, and drainage plans? (NOTE: An activity may not be accepted or processed if it does not conform to the appropriate General or Community Plan.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the activity require rezoning, a conditional use permit, variance, parcel map, or subdivision map?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will required entitlement clearances be completed by September 30, 2023?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Does the applicant have clear title to all properties involved in the activity?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Will the applicant need to acquire real property, road rights-of-way, or easements as part of the activity? (NOTE: HUD requires compliance with its acquisition procedures.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will the activity cause displacement of residents, businesses, or farms?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Can an alternate site be selected to avoid displacement?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Does the applicant's operating budget include revenues and/or mechanisms in place to maintain improvements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the applicant have sufficient, qualified personnel to properly maintain the activity upon completion?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If not, are local service fees sufficient to hire additional staff to properly maintain the activity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. If not, is the applicant willing to raise local service fees to meet this obligation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
c. Does the applicant have a written maintenance plan for improvements made with CDBG funds? If yes, attach Plan as Attachment F, Other Supporting Documentation/Maps/Photos.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. If required by the County, will the applicant set up a depreciation fund to replace the activity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Would this requirement cause an increase in service fees?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. If so, is the applicant willing to increase service fees to set up a fund?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Are all improvements affixed to the property? (NOTE: Furniture, and other equipment and improvements, [except for fire equipment] not affixed to the property are ineligible for CDBG funding.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is all of the property in the activity area within the applicant's jurisdictional limits (i.e. the activity area will not require annexation prior to activity construction)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the activity designed to eliminate slum and blight? (Answer N/A if the activity predominantly serves low and moderate income persons.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Will all other funding needed to complete the activity be in place by July 1, 2024?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If no, can the activity be completed without all the funding?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Can the activity be designed with deduct items if bids exceed budget?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If no, is the applicant able to cover cost overruns from local resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. If no, can the activity proceed in phases using the CDBG funds in the initial phase?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>


- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 12. Will the activity require the formation of an assessment district?
(NOTE: There may be Federal eligibility problems when an applicant intends to form an assessment district. Discuss with County staff.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Does the applicant have a current contract meeting federal procurement procedures with an engineering firm to perform engineering work? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. If yes, attach a copy of the contract as Attachment F, Other Supporting Documentation/Maps/Photos. | | | |
| b. If no, will the applicant contract with an engineer and/or architect to design this activity? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Will the applicant complete the contract process prior to July 1, 2024 with its own local resources? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (NOTE: Contact County staff for required federal procedures for hiring consulting engineers/ architects. If a consultant is selected without following federal requirements, a new selection process may be required.) | | | |
| 14. If necessary, has the applicant received all clearances, and/or funding commitments, from any public utilities or railroads that may be involved in the activity? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. Will the applicant have these clearances, and/or commitments, by the date for beginning construction as indicated in your time schedule? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. If the activity involves a water well, has the applicant received necessary permits from the Health Department? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Will all drainage, as a result of the activity, be contained on-site or in applicant-owned drainage basins? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. If no, has the applicant paid required State permit fees for storm water discharges into rivers and streams? If fees have been paid, attach proof of payment as Attachment F, Other Supporting Documentation/Maps/Photos. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|---|--------------------------|--------------------------|-------------------------------------|
| 17. Will the activity correct or address any serious health and/or safety issues? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If yes, attach correspondence the agency has received from a health or regulatory agency to demonstrate the seriousness of the problem with **Attachment F, Other Supporting Documentation/Maps/Photos.**

- | | | | |
|---|--------------------------|-------------------------------------|-------------------------------------|
| 18. Is any of the land to be improved by the activity under an agricultural land conservation contract (Williamson Act)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Is any of the land to be improved subject to the approval of the Airport Land Use Commission due to the property's proximity to an airport? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

To the best of my knowledge, the foregoing information is true.



Signature - Activity Engineer

7/25/2023

Date

Marilu S. Morales

Name

City Engineer

Title

APPENDICES

Application Approval Timeline
CDBG Program Description
Sample Press Release/Public Notice

Appendix 1

APPLICATION APPROVAL TIMELINE

<u>Activity</u>	<u>Time Frame</u>
CDBG Application Submittal Deadline	July 31, 2023
County Review of CDBG Applications	August 31, 2023
Public Hearing(s) Conducted by City	September 30, 2023
Evidence of Noticed Public Hearing Submitted	October 13, 2023 (Items specified in Section II)
Board of Supervisors Conducts Public Hearing for Approval of Recommended Activities and Programs	April – May 2024
Initial Study/Environmental Assessment	Jan – July 2024 Review Period
2024-2025 Program Year Begins	July 1, 2024

Appendix 2

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG Program, initiated in 1974, is a federally assisted program administered through the U.S. Department of Housing & Urban Development (HUD). Under the Program, participating cities are entitled to receive a certain annual allocation for various housing and community development activities. The following is a list of eligible and ineligible activities. In addition to eligibility, a proposed activity must be determined to meet a National Objective, which analysis is performed by Community Development staff.

ELIGIBLE ACTIVITIES

- I. Public Facility and Infrastructure Improvements
(includes acquisition, construction, reconstruction, rehabilitation or installation of the following types of activities on publicly-owned infrastructure and facilities)
 - A. Water System Improvements - Acquisition of private systems, installation of new systems, extensions to under-served areas and improvements to existing systems.
 - B. Sewer System Improvements - Extensions to non-sewered areas, replacement of existing lines, connections of private properties, and improvements to sewer treatment plants.
 - C. Street and Drainage Improvements - Drainage basins and lines, streets, curbs, gutters, sidewalks, lights, bridges, and canal undergrounding.
 - D. Fire Protection Improvements - Fire stations, hydrants, and fire protection equipment.
 - E. Neighborhood Facilities - Single or multi-purpose facilities to provide health, social, recreational, or similar services as well as branch libraries and facilities for specific groups, such as senior citizens and the handicapped.
 - F. Parks & Recreation Facilities - Site acquisition, development and improvements to new and existing parks, playgrounds and other recreational facilities.
 - G. Solid Waste Facilities & Equipment

- H. Removal of Architectural Barriers (curb cuts, park improvements, and improvements to public buildings to meet ADA requirements)
- I. Energy Conservation Measures
- II. Housing Rehabilitation and Down Payment Assistance
 - Rehabilitation of properties including privately owned homes and commercial or industrial building
 - Down payment / mortgage assistance
- III. Special Economic Development*
 - Grants, loans, loan guarantees, interest subsidies to businesses
 - Business incubator construction
- IV. Public Services
 - Employment Training
 - Crime Prevention
 - Child Care
 - Recreation, Senior and Youth Center Programs
 - Help for the Needy/Homeless
- V. Historic Preservation
- VI. Property Acquisition and Disposition
- VII. Property Clearance
- VIII. Targeted Proactive Code Enforcement
- IX. Commercial or Industrial Rehabilitation

* Requires Supplemental Forms, contact Community Development office

INELIGIBLE ACTIVITIES

Activities involving the following are **ineligible activities** under the CDBG Program:

- I. Civic Buildings - such as city halls, courthouses, police stations
- II. Operating and/or maintenance expenses
- III. Political activities
- IV. Purchase of equipment – furnishings and personal property (except for fire protection equipment)
- V. New housing construction - except under conditions identified in Section 570.207(b)(3) of the CDBG Program regulations (Contact County staff)

Appendix 3

Every activity proposal **MUST** contain evidence of citizen participation and support for the proposal. This evidence must include documentation of at least one Public Hearing at which the specific activity was discussed and opportunities provided for citizen input.

SAMPLE PRESS RELEASE/PUBLIC NOTICE

to Consider Proposals
for CDBG Funds

The _____ (Insert Applicant Name) will hold a public hearing to consider activities that could be financed by the Federal Community Development Block Grant (CDBG) Program.

The meeting will be held on _____, 2023, at _____ p.m. in the _____, located at _____. Interested individuals and organizations are encouraged to attend to voice activity recommendations for their community or neighborhood.

The Community Development Block Grant (CDBG) is a Federal grant program administered by Fresno County to address housing and community development needs of low- and moderate-income persons. Types of eligible activities include (public works improvements such as water, sewer, streets and drainage, fire protection facilities and equipment, solid waste facilities, libraries and community centers.)

For further information, please contact the _____ (Applicant/Agency Name) at (559) _____ or the Fresno County Community Development office at (559) 600-4292.

ATTACHMENTS

Include all required material and supporting documentation under the appropriate Attachment. If needed, Applicants may provide additional attachments beyond those listed in the Table of Contents.

ATTACHMENT A

Activity Site Map/Site Control

EXHIBIT 'A'

PROJECT AREA



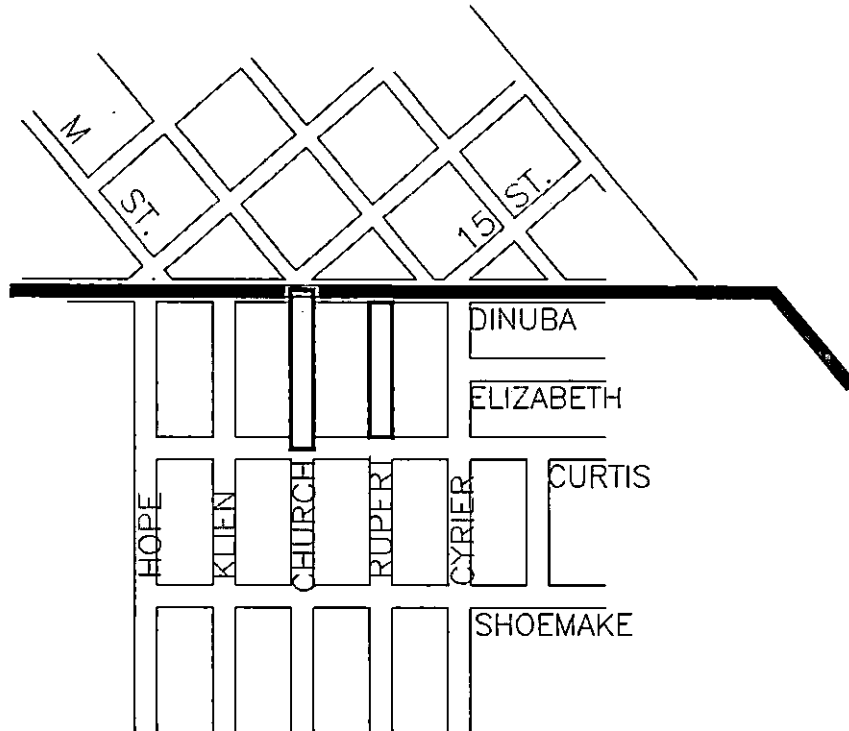
SITE CONTROL DIAGRAM

CDBG PROJECT FY 2023 - 2024

RUPERT AND CHURCH AVENUE RECONSTRUCTION
FROM DINUBA TO CURTIS AVENUE

LEGEND

- ELIGIBILITY AREA
- PROJECT AREA LIMITS



ATTACHMENT B

Evidence of Public Hearing/Local Support

*To be submitted to the County of Fresno Public Works
Department, Planning Division the week following the City of
Reedley Council Meeting

ATTACHMENT C

Minute Order/Resolution

*To be submitted to the County of Fresno Public Works Department, Planning Division the week following the City of Reedley Council Meeting, after receipt of the eligibility confirmation letter from the County of Fresno

ATTACHMENT D

Other Funding Commitments

ATTACHMENT E

Environmental Supporting Documentation

- *Aerial of Areas Adjacent to Project Site
- *Environmental Assessments nearby

AERIAL OF AREA ADJACENT TO PROJECT SITE

Rupert and Church Avenue Reconstruction
from Dinuba to Curtis Avenue





State of California - Department of Fish and Wildlife
**2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT**
DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

RECEIPT NUMBER:

E202210000051

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF REEDLEY		03/08/2022
COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER	
FRESNO COUNTY	E202210000051	

PROJECT TITLE

EXISTING PARKWAY TRAIL LIGHTING PROJECT EA NO. P2022-02

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF REEDLEY		
PROJECT APPLICANT ADDRESS	CITY	STATE
1733 NINTH ST	REEDLEY	CA
		ZIP CODE
		93654

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,539.25	\$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,548.00	\$	0.00
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,203.25	\$	0.00

☐ Exempt from fee

☐ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
<input checked="" type="checkbox"/> County documentary handling fee	\$50.00	\$	50.00
<input checked="" type="checkbox"/> Other CATEGORICAL EXEMPTION		\$	0.00

PAYMENT METHOD:

☐ Cash ☒ Credit ☐ Check ☐ Other

TOTAL RECEIVED \$ 50.00

SIGNATURE

X *Jessica Munoz*
Jessica Munoz

AGENCY OF FILING PRINTED NAME AND TITLE

Jessica Munoz Deputy Clerk

County of Fresno

Clerk's Office

James A. Kus

Elections Department

(559) 600-8683

Clerk Services Department

(559) 600-2575

Finalization 2022004701

3/8/2022 04:24 PM

CCR572471 jmunoz

Description	Fee
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EIR Administrative Fee	
------------------------	--

Time Recorded: 4:24 PM.

Recording Fee: \$50.00

Total Amount Due	\$50.00
------------------	---------

Total Paid

Credit Card	\$50.00
-------------	---------

#181219761

Amount Due	\$0.00
------------	--------

THANK YOU

PLEASE KEEP FOR REFERENCE

NOTICE OF EXEMPTION

E202210000051

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

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES.

LEAD AGENCY: City of Reedley
Community Development Department
Rodney Horton, Community Development Director
1733 Ninth Street
Reedley, CA 93654
Email: Rodney.Horton@reedley.ca.gov

FILED
MAR 08 2022 4:22pm

APPLICANT: City of Reedley
Community Services Department
Sarah Reid, Community Services Director
100 N. East Avenue
Reedley, CA 93654

By Jessica Munoz FRESNO COUNTY CLERK
DEPUTY

PROJECT TITLE: Existing Parkway Trail Lighting Project
Environmental Assessment No. 2022-02

PROJECT LOCATION: APN: 370-070-80ST
Starting on the south side of East Dinuba Street, between I Street and South East Avenue, extending southward on the existing trail connecting to the Reedley Sports Park
(See attached vicinity map)

EXEMPT STATUS: Categorical Exemption

PROJECT DESCRIPTION: **Environmental Assessment No. 2022-02** pertains to the erection and installation of lighting features along the existing parkway trail network. The project area is on the south side of East Dinuba Street, between South I Street and South East Avenue, southward to the end of the trail which connects to the Reedley Sports Park. The project is consistent with the 2030 General Plan Open Space Planned Land Use Designation and the Reedley Municipal Code RCO (*Resource Conservation & Open Space*) Zoning Designation.

This project is exempt under Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

EXPLANATION: Section 15301/Class 1 (Existing Facilities); consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized in Section 15301 include existing bicycle and pedestrian trails. The key consideration is whether the project involves negligible or no expansion of an existing use. Examples include the following:

(a) Exterior alterations involving electrical conveyances; and

City of Reedley
Categorical Exemption
Environmental Assessment No. 2022-02

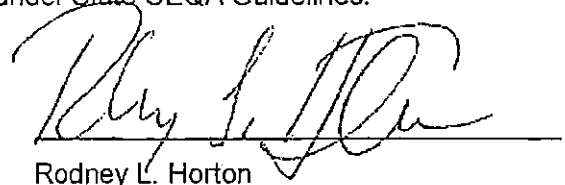
E202210000051

- (b) Alterations to an existing bicycle and pedestrian trail that do not create additional automobile lanes.
- (f) Addition of safety or health protection devices for use in conjunction with an existing facility

Because the project consists of minor modifications (installation and erection of lighting features) to the existing pathway trail that will enhance public health and safety and will not result in the creation of additional automobile lanes, the project is exempt pursuant to Section 15301, Class I Existing Facilities under State CEQA Guidelines.

Date: March 8, 2022

Submitted by:

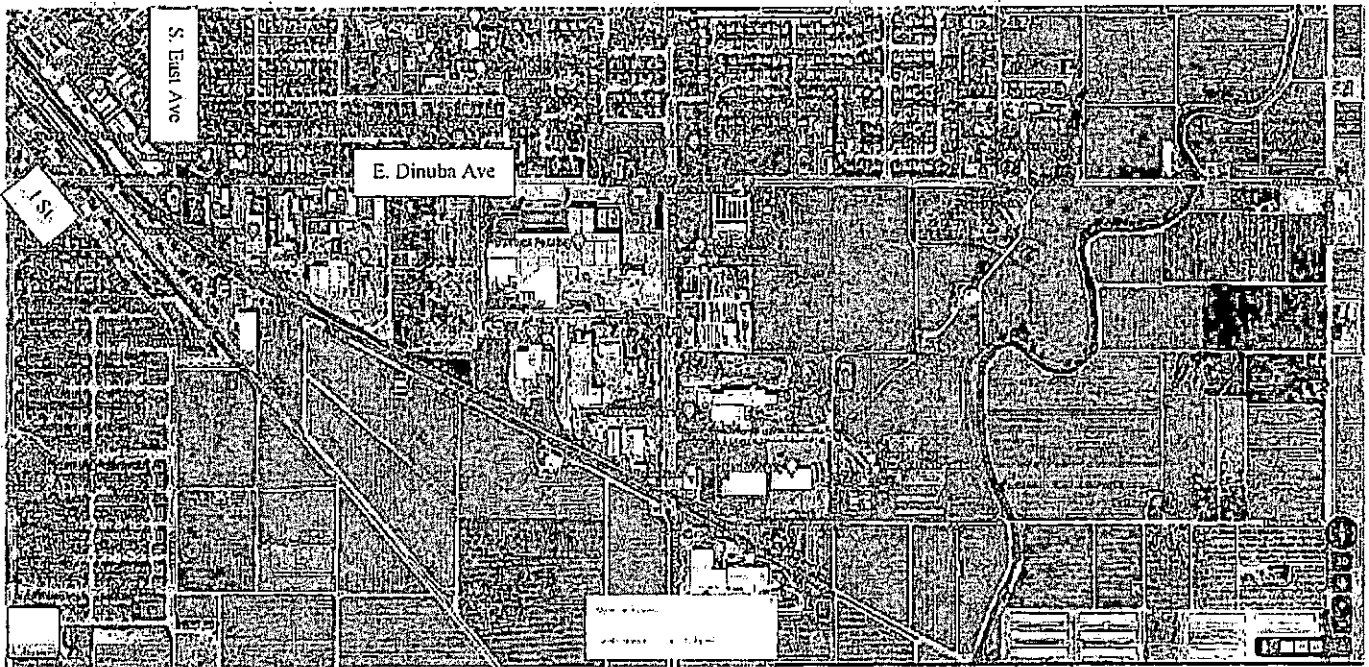


Rodney L. Horton

Community Development Director
City of Reedley
Community Development Department
(559) 637-4200 Ext. 286

E202210000051

VICINITY MAP





State of California - Department of Fish and Wildlife
**2023 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT**
DFW 753.5a (REV. 01/01/23) Previously DFG 753.5a

RECEIPT NUMBER:

E202310000116

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF REEDLEY		04/24/2023
COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER	
FRESNO COUNTY	E202310000116	
PROJECT TITLE		

EA NO. 2023-07 FOR CUP APP NO. 2023-02

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF REEDLEY		(559) 637-4200
PROJECT APPLICANT ADDRESS	CITY	STATE
1733 9TH ST	REEDLEY	CA
		ZIP CODE
		93654

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,839.25	\$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,764.00	\$	0.00
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,305.25	\$	0.00

☐ Exempt from fee
☐ Notice of Exemption (attach)
☐ CDFW No Effect Determination (attach)
☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
<input checked="" type="checkbox"/> County documentary handling fee	\$50.00	\$	50.00
<input checked="" type="checkbox"/> Other CATEGORICAL EXEMPTION		\$	0.00

PAYMENT METHOD:

☐ Cash ☒ Credit ☐ Check ☐ Other

TOTAL RECEIVED \$ 50.00

SIGNATURE

X

AGENCY OF FILING PRINTED NAME AND TITLE

Jessica Munoz Deputy Clerk

County of Fresno
Clerk's Office
James A. Kus

Elections Department
(559) 600-8683

Clerk Services Department
(559) 600-2575

Finalization 2023008354
4/24/2023 04:21 PM
CCR572887 jmunoz

Description	Fee
EIR Administrative Fee	

Time Recorded: 4:21 PM
Recording Fee: \$50.00

Total Amount Due \$50.00

Total Paid

Credit Card \$50.00
#223052916

Amount Due \$0.00

THANK YOU
PLEASE KEEP FOR REFERENCE

E202310000116

NOTICE OF EXEMPTION

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

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES.

LEAD AGENCY: City of Reedley
1733 9th Street
Reedley, CA 93654
(559) 637-4200 x 222
Ellen.moore@reedley.ca.gov

FILED
APR 24 2023
TIME 4:22pm
FRESNO COUNTY CLERK
By *[Signature]* DEPUTY

APPLICANT: Brenda Ortega
La Mojarra Loca Mexican Grill
1361 "I" Street
Reedley, CA 93654

PROJECT TITLE: La Mojarra Loca Mexican Grill Request for Type 41 ABC License
Environmental Assessment No. 2023-07 for Conditional Use Permit
Application No. 2023-02

PROJECT LOCATION: 1361 "I" Street, Reedley, CA 93654
Located on the southwest corner of 14th Street and "I" Street
(APNs: 368-271-10 & 368-271-07)

EXEMPT STATUS: Categorical Exemption

PROJECT DESCRIPTION: **Conditional Use Permit Application No. 2023-02** pertains to the request to apply for a Type 41 ABC License which would allow for the sale and consumption of beer and wine on the premises of a restaurant located at 1361 I Street (APN: 368-271-10 & 368-271-07) called La Mojarra Loca Mexican Grill. The proposed hours of operation are 9 am to 2 am, 7 days a week. The applicant proposes to have live music on Friday and Saturday nights from 5 pm to 11pm.

This project is exempt under Sections 15332 (Class 32/Infill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

EXPLANATION: Section 15332 (In-Fill Development Projects) of the CEQA Guidelines exempts projects that are consistent with the General Plan and zoning; occur within the city limits on a site less than five acres; contain no habitat for endangered species; would not result in any significant effects relating to traffic, noise, air quality or water quality; and can be adequately served by all required utilities and public services.

The project site has a Commercial Service Planned Land Use Designation, the purpose of which is to provide intense commercial uses adjacent to Reedley's historic downtown area. The project occurs in the city limits of Reedley and is on an affected area that is already developed and is less than five acres. Because the project site is in an urban area, there is no habitat for endangered species on the site. The project would generate significantly fewer than 500 average daily trips (ADT). The project would be required to comply with general plan policies and mitigation measures addressed in the Reedley General Plan 2030 Program EIR (SCH# 2010031106), which would determine that the

City of Reedley
Categorical Exemption
Environmental Assessment No. 2023-07
Conditional Use Permit Application No. 2023-02

E202310000116

project would not result in any significant effects related to traffic, noise, air quality or water quality. The site is already adequately served by existing water lines, sewer lines, and storm drain lines in "I" Street.

The proposed project would involve the sale of alcohol within an existing building, which is an exemption characterized under 15332 (Class 32/Infill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

Date: April 20, 2023

Submitted by:



Ellen Moore, City Planner
City of Reedley
Community Development Department

FRESNO COUNTY
CLERK'S OFFICE
BRANDI L. ORTH

2221 KERN STREET
FRESNO, CA 93721

Finalization 2019018143
10/09/2019 03:05pm
78 jmunoz

Item Title	Count
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1 EIRA	1
EIR Administrative Fee	

Document ID	Amount
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DOC# E201910000468	50.00
Time Recorded 03:05 pm	

Total	50.00
-------	-------

Payment Type	Amount
--------------	--------

Cash	50.00
Amount Due	0.00

Thank You
Please Retain This Receipt
For Your Records



State of California - Department of Fish and Wildlife

2018 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 01/03/18) Previously DFG 753.5a

RECEIPT NUMBER:

E201910000358

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF REEDLEY		10/09/2019
COUNTY/STATE AGENCY OF FILING		DOCUMENT NUMBER
FRESNO COUNTY		E201910000358
PROJECT TITLE		

ENVIRONMENTAL ASSESSMENT NO 2019-15 EAST AVE SIDEWALK PROJECT

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF REEDLEY	EXT 222	(559) 637-4200
PROJECT APPLICANT ADDRESS	CITY	STATE
1733 NINTH STREET	REEDLEY	CA
		ZIP CODE
		93654

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,271.00	\$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,354.75	\$	0.00
<input type="checkbox"/> Certified Regulatory Program document (CRP)	\$1,077.00	\$	0.00

☒ Exempt from fee☒ Notice of Exemption (attach)☐ CDFW No Effect Determination (attach)☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$1,112.00	\$	0.00
<input checked="" type="checkbox"/> County documentary handling fee	\$50.00	\$	50.00
<input checked="" type="checkbox"/> Other CATEGORICAL EXEMPTION		\$	0.00

PAYMENT METHOD:

☒ Cash ☐ Credit ☐ Check ☐ Other

TOTAL RECEIVED \$ 50.00

SIGNATURE

X

Jessica Munoz

AGENCY OF FILING PRINTED NAME AND TITLE

Jessica Munoz Deputy Clerk



State of California - Department of Fish and Wildlife

2018 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 01/03/18) Previously DFG 753.5a

RECEIPT NUMBER:

E201910000358

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF REEDLEY		10/09/2019
COUNTY/STATE AGENCY OF FILING		DOCUMENT NUMBER
FRESNO COUNTY		E201910000358
PROJECT TITLE		

ENVIRONMENTAL ASSESSMENT NO 2019-15 EAST AVE SIDEWALK PROJECT

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF REEDLEY	EXT 222	(559) 637-4200
PROJECT APPLICANT ADDRESS	CITY	STATE
1733 NINTH STREET	REEDLEY	CA
		ZIP CODE
		93654

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,271.00 \$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,354.75 \$	0.00
<input type="checkbox"/> Certified Regulatory Program document (CRP)	\$1,077.00 \$	0.00

☒ Exempt from fee

☒ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$1,112.00 \$	0.00
<input checked="" type="checkbox"/> County documentary handling fee	\$50.00 \$	50.00
<input checked="" type="checkbox"/> Other CATEGORICAL EXEMPTION	\$	0.00

PAYMENT METHOD:

☒ Cash ☐ Credit ☐ Check ☐ Other

TOTAL RECEIVED \$ 50.00

SIGNATURE

X

Jessica Munoz

AGENCY OF FILING PRINTED NAME AND TITLE

Jessica Munoz Deputy Clerk

E201910000358

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES.

PROJECT DESCRIPTION: The City of Reedley is proposing to construct 1900 feet of sidewalk along the east side of East Avenue from Lincoln to August Avenue in the City of Reedley. The proposed project would also make curb ramps ADA compliant, upgrade alley approaches and residential driveways. There would be some vegetation removal within the city right-of-way. The purpose and need for this project is to provide pedestrians a safe route of travel since there currently aren't sidewalks at these locations. The project is consistent with the 2030 General Plan Update, Chapter 3, Circulation Element, Figure 3-1 – Circulation Diagram.

EXPLANATION: Section 15301(c) (Class 1/Existing Facilities), exempts from the provisions of CEQA projects characterized as repair of existing highways and streets, sidewalks, gutters, and bicycle and pedestrian trails, and other alterations such as the addition of bicycle facilities and other similar alterations that do not create additional automobile lanes. The proposed sidewalk project is designed consistent with the City of Reedley Standard Specifications and Standard Drawings. The proposed sidewalk project includes modification of existing street facilities (curb ramps and driveway approaches) and installs new sidewalk facilities on an existing street, which would not create additional automobile lanes and would instead provide a safe path of travel for pedestrians which could encourage walking. Therefore, this project is exempted under this Section.

FILED
OCT 09 2019
TIME 3:05 PM
By JESSICA MUNOZ CLERK
Jessica Munoz DEPUTY

**City of Reedley
Categorical Exemption
Environmental Assessment No. 2019-15**

E201910000358

Section 15332 (In-Fill Development Projects) of the CEQA Guidelines also exempts projects that are consistent with the General Plan and zoning; occur within the city limits on a site less than five acres; contain no habitat for endangered species; would not result in any significant effects relating to traffic, noise, air quality or water quality; and can be adequately served by all required utilities and public services.

The proposed roadway project is consistent with the 2030 General Plan Update, Chapter 3, Circulation Element, Figure 3.1 – Circulation Diagram, the purpose of which is to provide a surface transportation system for the general welfare of the community. East Avenue is a collector street, the purpose of which is to provide internal traffic movement within an area and connect local roads to the arterial system. The project occurs in the city limits of Reedley and is on an affected area that is less than five acres. Because the project site is an existing roadway in an urban area and surrounded by urban area, there is no habitat for endangered species on the site. The project would be required to comply with general plan policies and mitigation measures addressed in the Reedley General Plan 2030 Program EIR (SCH# 2010031106), which would determine that the project would not result in any significant effects related to traffic, noise, air quality or water quality.

The proposed roadway repair project is an exemption characterized under Section 15301 (Class 1/Existing Facilities) and Section 15332 (Class 32/Infill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

Date: October 8, 2019

Submitted by:



Ellen Moore, Associate Planner
City of Reedley
Community Development Department
(559) 637-4200 ext. 222

NOTICE OF EXEMPTION

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

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES.

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

APPLICANT: Carlos Molina
Las Espuelas Carniceria & Taqueria
1614 G Street
Reedley, CA 93654

PROJECT TITLE: Las Espuelas Storage Addition
Environmental Assessment No. 2020-7 for Site Plan Review Application
No. 2020-3

PROJECT LOCATION: 1614 G Street, Reedley, CA 93654
Northern side of G Street between 16th Street and S East Avenue
(APN: 363-171-33, Project area 0.110 acres)

EXEMPT STATUS: Categorical Exemption

PROJECT DESCRIPTION: **Site Plan Review Application No. 2020-3** pertains to the removal of existing temporary storage structures and the construction of a 912 square foot dry storage building attached to an existing market and taqueria, Las Espuelas, located at 1614 G Street. The proposed storage building would be constructed behind the existing building and would be visible from the alley. The project is consistent with the Service Commercial Planned Land Use Designation and the ML (*Light Industrial*) Zone District Designation.

This project is exempt under Sections 15301 (Class 1/Existing Facilities) and 15332 (Class 32/Infill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

EXPLANATION: Section 15301 (Class 1/Existing Facilities) of the CEQA Guidelines exempts projects that consist of construction of limited numbers of operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Section 15301 exempts additions to existing structures provided that the addition will not result in an increase of more than 10,000 square feet if the project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and the area in which the project is located is not environmentally sensitive.

The project is a 912 square foot dry storage addition, which is less than 10,000 square feet. All public services and facilities are available to allow for maximum development permissible in the General Plan because the project site is already developed with an

City of Reedley
Categorical Exemption
Environmental Assessment No. 2020-7
Site Plan Review Application No. 2020-3

existing business in an urban area which has a high level of disturbance within and adjacent to the project area, therefore the project location is not environmentally sensitive. The temporary structures currently being utilized as storage on the project site would be replaced as a result of this project.

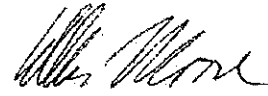
Section 15332 (In-Fill Development Projects) of the CEQA Guidelines exempts projects that are consistent with the General Plan and zoning; occur within the city limits on a site less than five acres; contain no habitat for endangered species; would not result in any significant effects relating to traffic, noise, air quality or water quality; and can be adequately served by all required utilities and public services.

The project site has a Service Commercial Planned Land Use Designation, the purpose of which is to provide commercial services and amenities to the community. The project occurs in the city limits of Reedley and is on an affected area that is already developed and is less than five acres. Because the project site is in an urban area, there is no habitat for endangered species on the site. The project would be required to comply with general plan policies and mitigation measures addressed in the Reedley General Plan 2030 Program EIR (SCH# 2010031106), which would determine that the project would not result in any significant effects related to traffic, noise, air quality or water quality. The site is already adequately served by existing water lines, sewer lines, and storm drain lines in East Manning Avenue.

The proposed project would involve the negligible addition of dry storage area to an existing business, which is an exemption characterized under Sections 15301 (Class 1/Existing Facilities) and 15332 (Class 32/Infill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

Date: June 16, 2020

Submitted by:



Ellen Moore, Associate Planner
City of Reedley
Community Development Department
(559) 637-4200 ext. 222

NOTICE OF EXEMPTION

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

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES.

LEAD AGENCY: City of Reedley
1733 9th Street
Reedley, CA 93654

APPLICANT: Adrian Barrera
Night Monster Brewing Company
1325 "I" Street
Reedley, CA 93654

PROJECT TITLE: Night Monster Brewing Company
Environmental Assessment No. 2023-02 for Conditional Use Permit
Application No. 2023-01

PROJECT LOCATION: 1325 "I" Street, Reedley, CA 93654
Located on the southwest side of the street, and near the Southwest corner of 13th Street and "I" Street
(APN: 368-271-11)

EXEMPT STATUS: Categorical Exemption

PROJECT DESCRIPTION: **Conditional Use Permit Application No. 2023-01** pertains to the operation of a brewery establishment located at 1325 "I" Street (APN: 368-271-11) called Night Monster Brewery. The applicant is proposing to obtain a Type 23 ABC License (Small Beer Manufacturer). The proposed total hours of operation are 6 am to 11 pm, 7 days a week.

The applicant proposes to provide Wi-Fi services to customers as well as a selection of non-alcoholic drinks including, but not limited to, coffee, sparkling water, and soda. The applicants are also proposing to have a food truck regularly parked within the beer garden to provide dining options to customers. It is the intention of the applicant to provide a family-friendly environment where games (board games and corn hole) will be available for people to play, indoor and outdoor seating will be made available, and special events will occur on the premises to include, but not be limited to, paint nights, trivia nights, and seasonal parties (i.e., Halloween pumpkin carving, Christmas cookie decorating parties, and Easter egg decorating parties).

This project is exempt under Sections 15332 (Class 32/Infill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

EXPLANATION: Section 15332 (In-Fill Development Projects) of the CEQA Guidelines exempts projects that are consistent with the General Plan and zoning; occur within the city limits on a site less than five acres; contain no habitat for endangered species; would not result in any significant effects relating to traffic, noise, air quality or water quality; and can be

City of Reedley
Categorical Exemption
Environmental Assessment No. 2023-02
Conditional Use Permit Application No. 2023-01

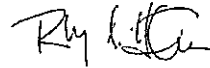
adequately served by all required utilities and public services.

The project site has a Commercial Service Planned Land Use Designation, the purpose of which is to provide intense commercial uses adjacent to Reedley's historic downtown area. The project occurs in the city limits of Reedley and is on an affected area that is already developed and is less than five acres. Because the project site is in an urban area, there is no habitat for endangered species on the site. The project would generate significantly fewer than 500 average daily trips (ADT). The project would be required to comply with general plan policies and mitigation measures addressed in the Reedley General Plan 2030 Program EIR (SCH# 2010031106), which would determine that the project would not result in any significant effects related to traffic, noise, air quality or water quality. The site is already adequately served by existing water lines, sewer lines, and storm drain lines in "I" Street.

The proposed project would involve the sale of alcohol within an existing building, which is an exemption characterized under 15332 (Class 32/Infill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

Date: March 8, 2023

Submitted by:



Rodney L. Horton, Director
City of Reedley
Community Development Department
(559) 637-4200 ext. 286

FRESNO COUNTY
CLERK'S OFFICE
BRANDI L. ORTH

2221 KERN STREET
FRESNO, CA 93721

Finalization 2019010636
06/11/2019 03:51pm
To espy

Item Title	Amount
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1 EIR	
EIR Administrative Fee	

Document ID	Amount
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DOC# E201910000275	50.00
Time Recorded 03:51 pm	

Total	\$1.00
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Payment Type	Amount
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Cash	50.00
Amount Due	0.00

Thank You
Please Retain This Receipt
For Your Records



State of California - Department of Fish and Wildlife

2018 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 01/03/18) Previously DFG 753.5a

RECEIPT NUMBER:

E201910000212

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF REEDLEY	ROB.TERRY@REEDLEY.CA.GOV	06/11/2019
COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER	
FRESNO COUNTY	E201910000212	
PROJECT TITLE		

ENVIRONMENTAL ASSESMENT NO. 2019-7 PREPARED FOR CUP APP. NO. 2019-4

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF REEDLEY	ROB.TERRY@REEDLEY.CA.GOV	(559) 637-4200
PROJECT APPLICANT ADDRESS	CITY	STATE
1733 NINTH STREET	REEDLEY	CA
		ZIP CODE
		93654

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,271.00 \$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,354.75 \$	0.00
<input type="checkbox"/> Certified Regulatory Program document (CRP)	\$1,077.00 \$	0.00

☒ Exempt from fee☒ Notice of Exemption (attach)☐ CDFW No Effect Determination (attach)☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$1,112.00 \$	0.00
<input checked="" type="checkbox"/> County documentary handling fee	\$50.00 \$	50.00
<input checked="" type="checkbox"/> Other CATEGORICAL EXEMPTION	\$	0.00

PAYMENT METHOD:

☒ Cash ☐ Credit ☐ Check ☐ Other

TOTAL RECEIVED \$ 50.00

SIGNATURE

X

AGENCY OF FILING PRINTED NAME AND TITLE

Sonya Soy Deputy Clerk

Sonya Soy



State of California - Department of Fish and Wildlife

2018 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 01/03/18) Previously DFG 753.5a

RECEIPT NUMBER:

E201910000212

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF REEDLEY	ROB.TERRY@REEDLEY.CA.GOV	06/11/2019
COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER	
FRESNO COUNTY	E201910000212	
PROJECT TITLE		

ENVIRONMENTAL ASSESMENT NO. 2019-7 PREPARED FOR CUP APP. NO. 2019-4

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF REEDLEY	ROB.TERRY@REEDLEY.CA.GOV	(559) 637-4200
PROJECT APPLICANT ADDRESS	CITY	STATE
1733 NINTH STREET	REEDLEY	CA
		ZIP CODE
		93654

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,271.00 \$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,354.75 \$	0.00
<input type="checkbox"/> Certified Regulatory Program document (CRP)	\$1,077.00 \$	0.00

☒ Exempt from fee☒ Notice of Exemption (attach)☐ CDFW No Effect Determination (attach)☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$1,112.00 \$	0.00
<input checked="" type="checkbox"/> County documentary handling fee	\$50.00 \$	50.00
<input checked="" type="checkbox"/> Other CATEGORICAL EXEMPTION	\$	0.00

PAYMENT METHOD:

☒ Cash ☐ Credit ☐ Check ☐ Other

TOTAL RECEIVED \$ 50.00

SIGNATURE

X


Sonya Soy

AGENCY OF FILING PRINTED NAME AND TITLE

Sonya Soy Deputy Clerk

NOTICE OF EXEMPTION

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

E201910000212

FILED

JUN 11 2019 TIME

3:50pm

FRESNO COUNTY CLERK
By [Signature] DEPUTY

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES.

LEAD AGENCY: City of Reedley
1733 Ninth Street
Reedley, CA 93654
Phone: (559) 637-4200 x 286
E-mail: rob.terry@reedley.ca.gov

APPLICANT: River Harvest Church Ministries
856 S Reed Ave.
Reedley, CA 93654

PROJECT TITLE: Environmental Assessment No. 2019-7
Prepared for Conditional Use Permit Application No. 2019-4

PROJECT LOCATION: 856 S. Reed Ave., Reedley, CA 93654

EXEMPT STATUS: Categorical Exemption

PROJECT DESCRIPTION: The project consists of the placement of a maximum 35-person group-housing facility and private charitable and religious institution educational support facilities within an existing single-story facility at 856 S Reed Ave (APN 368-030-65). No physical or structural changes are being made to the facility or site.

This project is exempt under **15301 (Class 1/Existing Facilities)** of the California Environmental Quality Act (CEQA) Guidelines.

EXPLANATION: Section 15301 (Existing Facilities) of the CEQA Guidelines exempts projects that consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Section 15301(c) further defines such areas as including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

The project consists of the placement of a maximum 35-person group-housing facility and private charitable and religious institution educational support facilities within an existing single-story facility at

City of Reedley
Categorical Exemption
Environmental Assessment No. 2019-7

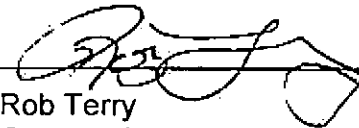
E201910000212

856 S Reed Ave (APN 368-030-65). No physical or structural changes are being made to the facility or site.

The proposed project will involve the operation, permitting, and/or licensing of an existing structure with no expansion, which is an exemption characterized under Section 15301 (Class 1/Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.

Date: June 6, 2019

Submitted by:


Rob Terry
Community Development Director
City of Reedley
Community Development Department

NOTICE OF EXEMPTION

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

E202010000215
FILED
JUN 19 2020
TIME 10:25AM
FRESNO COUNTY CLERK

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES.

LEAD AGENCY: City of Reedley
1733 Ninth Street
Reedley, CA 93654
Phone: (559) 637-4200 x 222
E-mail: ellen.moore@reedley.ca.gov

APPLICANT: City of Reedley Engineering Department
Marilyn Morales, P.E.
1733 Ninth Street
Reedley, CA 93654
Phone: (559) 637-4200 x 221
E-mail: marilyn.morales@reedley.ca.gov

PROJECT TITLE: Environmental Assessment No. 2020-4
Roadway Safety Signing Audit

PROJECT LOCATION: Eight existing street segments within the City of Reedley, CA 93654
(Manning Avenue from 530' west of Kings River Road to Zumwalt Avenue
1 Street from Manning Avenue to Dinuba Avenue
Reed Avenue from 290' north of East Floral Avenue to South Avenue
Olson Avenue from Kings River Road to Reed Avenue
Dinuba Avenue from Reed Avenue to 275' east of Zumwalt Avenue
11th Street from Reed Avenue to Manning Avenue
Frankwood Avenue from 200' south of Lilac Avenue to Dinuba Avenue
Buttonwillow Avenue from Huntsman Avenue to Parlier Avenue)

EXEMPT STATUS: Categorical Exemption.

PROJECT DESCRIPTION: The City of Reedley proposes to upgrade roadway and safety signage along eight road segments in the City. Work for the project would include relocating, removing, replacing and/or installing new signs and posts. The project would include the update or enhancement of approximately 166 signs without ground disturbance and approximately 125 signs with the potential for limited ground disturbance, and the remaining signs would be left in place with no alterations. Ground disturbance would be limited to installation of new signposts. Work would also include removing existing traffic striping, applying a slurry seal, and installing thermoplastic striping and markings. No new right of way would be required. The project is consistent with the 2030 General Plan Update, Chapter 3, Circulation Element.

**City of Reedley
Categorical Exemption
Environmental Assessment No. 2020-4**

This project is exempt under Section 15301 (Class 1/Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines.


EXPLANATION: Section 15301(c) (Class 1/Existing Facilities), exempts from the provisions of CEQA projects characterized as repair of existing highways and streets, sidewalks, gutters, and bicycle and pedestrian trails, and other alterations such as the addition of bicycle facilities and other similar alterations that do not create additional automobile lanes.

The proposed roadway project is consistent with the 2030 General Plan Update, Chapter 3, Circulation Element, which establishes policies to implement the installation of signals, roundabouts, signs, lighting, and other traffic improvements necessary for the safe and efficient movement of vehicular traffic and pedestrians within the City. The project site is existing street segments in an urban area which have a high level of disturbance within and adjacent to the project area, therefore it lacks suitable habitat for endangered species. The project would be required to comply with general plan policies and mitigation measures addressed in the Reedley General Plan 2030 Program EIR (SCH# 2010031106), which would determine that the project would not result in any significant effects related to traffic, noise, air quality or water quality.

The proposed project consists of relocating, removing, replacing and/or installing traffic signs and posts along existing streets, which would only disturb the area around each proposed sign post installation location, as well as minor modifications to existing roads which would not create additional automobile lanes. No substantial land acquisition or traffic disruption would occur. Therefore, this project is exempted under this Section.

Date: June 5, 2020

Submitted by:


Ellen Moore, Associate Planner
City of Reedley
Community Development Department
(559) 637-4200 ext. 222

State of California - Department of Fish and Wildlife
2020 ENVIRONMENTAL FILING FEE CASH RECEIPT
 DFW 753.5a (REV. 12/01/19) Previously DFG 753.5a

RECEIPT NUMBER:

E202010000215

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF REEDLEY	LEAD AGENCY EMAIL	DATE 06/19/2020
COUNTY/STATE AGENCY OF FILING FRESNO COUNTY	DOCUMENT NUMBER E202010000215	
PROJECT TITLE ENVIRONMENTAL ASSESSMENT NO. 2020-4		

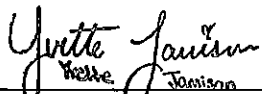
PROJECT APPLICANT NAME CITY OF REEDLEY	PROJECT APPLICANT EMAIL		PHONE NUMBER
PROJECT APPLICANT ADDRESS 1733 NINTH STREET	CITY REEDLEY	STATE CA	ZIP CODE 93654
PROJECT APPLICANT (Check appropriate box) <input checked="" type="checkbox"/> Local Public Agency <input type="checkbox"/> School District <input type="checkbox"/> Other Special District <input type="checkbox"/> State Agency <input type="checkbox"/> Private Entity			

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,343.25	\$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,406.75	\$	0.00
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,043.75	\$	0.00
<input type="checkbox"/> Exempt from fee			
<input type="checkbox"/> Notice of Exemption (attach)			
<input type="checkbox"/> CDFW No Effect Determination (attach)			
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)			
<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$1,136.50	\$	0.00
<input checked="" type="checkbox"/> County documentary handling fee	\$50.00	\$	50.00
<input checked="" type="checkbox"/> Other CATEGORICAL EXEMPTION		\$	0.00

PAYMENT METHOD:

<input type="checkbox"/> Cash <input type="checkbox"/> Credit <input checked="" type="checkbox"/> Check <input type="checkbox"/> Other 050435	TOTAL RECEIVED	\$	50.00
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SIGNATURE X 	AGENCY OF FILING PRINTED NAME AND TITLE Yvette Jamison Deputy Clerk
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State of California - Department of Fish and Wildlife
2020 ENVIRONMENTAL FILING FEE CASH RECEIPT
DFW 753.5a (REV. 12/01/19) Previously DFG 753.5a

RECEIPT NUMBER:

E202010000215

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY

CITY OF REEDLEY

LEAD AGENCY EMAIL

DATE

06/19/2020

COUNTY/STATE AGENCY OF FILING

FRESNO COUNTY

DOCUMENT NUMBER

E202010000215

PROJECT TITLE

ENVIRONMENTAL ASSESSMENT NO. 2020-4

PROJECT APPLICANT NAME

CITY OF REEDLEY

PROJECT APPLICANT EMAIL

PHONE NUMBER

PROJECT APPLICANT ADDRESS

1733 NINTH STREET

CITY

REEDLEY

STATE

CA

ZIP CODE

93654

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency

☐ School District

☐ Other Special District

☐ State Agency

☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,343.25	\$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,406.75	\$	0.00
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,043.75	\$	0.00

☐ Exempt from fee

☐ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$1,136.50	\$	0.00
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<input checked="" type="checkbox"/> County documentary handling fee	\$50.00	\$	50.00
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<input checked="" type="checkbox"/> Other CATEGORICAL EXEMPTION		\$	0.00
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PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other 050435

TOTAL RECEIVED \$ 50.00

SIGNATURE

X

Yvette Jamison

AGENCY OF FILING PRINTED NAME AND TITLE

Yvette Jamison Deputy Clerk

FRESNO COUNTY
CLERK'S OFFICE
BRANDI L. ORTH

2221 KERN STREET
FRESNO, CA 93721

Finalization 2020030242
06/19/2020 10:39am
115 jamisy

Item Title	Count
1 EIRA	1
EIR Administrative Fee	

Document ID	Amount
DOC# E202010000277	50.00
Time Recorded 10:39 am	

Total	50.00
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Payment Type	Amount
Check tendered	50.00
# 050435	
Amount Due	0.00

Thank You
Please Retain This Receipt
For Your Records

Vendor	Vendor Name	Date 06/16/20	ck # 050435	CITY OF REEDLEY (REE) (559) 637-4200 EXT 512 845 G STREET REEDLEY CA 93654	
FRE42	COUNTY OF FRESNO				
Invoice	Date	Invoice Description	Gross	Discount	Total
20200612	JUN 12 2020	CDD - NOE FILING FEE FOR EA/2020-4	50.00	00	50.00
Totals			50.00	00	50.00



State of California - Department of Fish and Wildlife
**2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT**
DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

RECEIPT NUMBER:

E202210000015

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF REEDLEY		01/21/2022
COUNTY/STATE AGENCY OF FILING		DOCUMENT NUMBER
FRESNO COUNTY		E202210000015
PROJECT TITLE		
OLSON AVENUE TRUNK LINE UPSIZE EA N. 2022-1		

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF REEDLEY		(559) 637-4200
PROJECT APPLICANT ADDRESS	CITY	STATE
1733 NINTH ST	REEDLEY	CA
		ZIP CODE
		93654
PROJECT APPLICANT (Check appropriate box)		
<input checked="" type="checkbox"/> Local Public Agency	<input type="checkbox"/> School District	<input type="checkbox"/> Other Special District
<input type="checkbox"/> State Agency	<input type="checkbox"/> Private Entity	

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,539.25	\$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,548.00	\$	0.00
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,203.25	\$	0.00
<input type="checkbox"/> Exempt from fee			
<input type="checkbox"/> Notice of Exemption (attach)			
<input type="checkbox"/> CDFW No Effect Determination (attach)			
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)			
<hr/>			
<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
<input checked="" type="checkbox"/> County documentary handling fee	\$50.00	\$	50.00
<input checked="" type="checkbox"/> Other STATUTORILY EXEMPTION		\$	0.00

PAYMENT METHOD:

☐ Cash ☒ Credit ☐ Check ☐ Other

TOTAL RECEIVED \$ 50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X	Jessica Munoz Deputy Clerk



State of California - Department of Fish and Wildlife
**2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT**
DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

RECEIPT NUMBER:

E202210000015

STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF REEDLEY		01/21/2022
COUNTY/STATE AGENCY OF FILING		DOCUMENT NUMBER
FRESNO COUNTY		E202210000015
PROJECT TITLE		
OLSON AVENUE TRUNK LINE UPSIZE EA N. 2022-1		

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CITY OF REEDLEY		(559) 637-4200
PROJECT APPLICANT ADDRESS	CITY	STATE
1733 NINTH ST	REEDLEY	CA
		ZIP CODE
		93654

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,539.25	\$	0.00
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,548.00	\$	0.00
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,203.25	\$	0.00

☐ Exempt from fee

☐ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
<input checked="" type="checkbox"/> County documentary handling fee	\$50.00	\$	50.00
<input checked="" type="checkbox"/> Other STATUTORILY EXEMPTION		\$	0.00

PAYMENT METHOD:

☐ Cash ☒ Credit ☐ Check ☐ Other

TOTAL RECEIVED \$ 50.00

SIGNATURE

X

AGENCY OF FILING PRINTED NAME AND TITLE

Jessica Munoz Deputy Clerk

County of Fresno
Clerk's Office
James A. Kus

Elections Department
(559) 600-8683

Clerk Services Department
(559) 600-2575

Finalization 2022001079
1/21/2022 08:21 AM
CCR572471 jmunoz

Description	Fee
EIR Administrative Fee	
Time Recorded: 8:21 AM	
Recording Fee:	\$50.00
Total Amount Due	\$50.00
Total Paid	
Credit Card	\$50.00
#176321976	
Amount Due	\$0.00

THANK YOU
PLEASE KEEP FOR REFERENCE

NOTICE OF EXEMPTION

E202210000015

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

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE STATUTORALY EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS PURSUANT TO SECTION 21080.21 OF THE PUBLIC RESOURCES CODE AND ARTICLE 18 OF THE STATE CEQA GUIDELINES.

LEAD AGENCY: City of Reedley
1733 Ninth Street
Reedley, CA 93654
Phone: (559) 637-4200 x 222
E-mail: ellen.moore@reedley.ca.gov

FILED
JAN 21 2022
TIME 8:22am

APPLICANT: City of Reedley Engineering Department
Marilu S. Morales, PE
1733 Ninth Street
Reedley, CA 93654

FRESNO COUNTY CLERK
By Jessica Munoz DEPUTY
Jessica Munoz

PROJECT TITLE: Olson Avenue Trunk Line Upsize
Environmental Assessment No. 2022-1

PROJECT LOCATION: Right-of-way of Olson Avenue and Cricket Hollow Park, Reedley, CA 93654

EXEMPT STATUS: Statutory Exemption

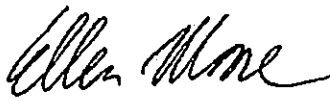
PROJECT DESCRIPTION: The proposed project includes repairing and upgrading a portion of an existing pipeline attached to a bridge over the Kings River. The upgraded pipeline would be connected to a new underground pipeline constructed in a portion of an existing City-owned park. The total length of the pipeline (including the upgraded pipeline and new pipeline) would be approximately 2,103 linear feet in length. The purpose of the proposed project would be to minimize the risk of future pipeline failures and to have the future pipeline sized to accommodate wastewater generated by anticipated population growth.

This project is exempt under Public Resources Code Section 21080.21

EXPLANATION: The proposed project would repair and construct a new pipeline totaling approximately 2,103 linear feet (0.4 mile) in length. The proposed project would be eligible for a Statutory Exemption because the overall length of the pipeline would be less than one mile.

Date: January 20, 2022

Submitted by:


Ellen Moore, City Planner
City of Reedley
Community Development Department
(559) 637-4200 ext. 222

ATTACHMENT F

Other Supporting Documentation/Maps

- *City of Reedley General Plan Land Use Map
- *Project Diagram and Photos
- *Engineer's Estimate of Probable Cost

CITY OF REEDLEY
GENERAL PLAN LAND USE MAP 2030

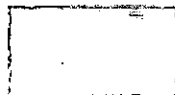
Rupert and Church Avenue Reconstruction
from Dinuba to Curtis Avenue



LEGEND

SHEET 2

RESIDENTIAL



SUBURBAN
(1-4 DU/ACRE)



LOW
(4-8 DU/ACRE)



MEDIUM
(8-15 DU/ACRE)



HIGH
(15-29 DU/ACRE)

OTHER



OPEN SPACE



PUBLIC / INSTITUTIONAL FACILITY

REMAINDER OF STUDY AREA

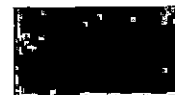


COMMUNITY BUFFER

COMMERCIAL



CENTRAL DOWNTOWN



NEIGHBORHOOD COMMERCIAL



COMMUNITY COMMERCIAL



OFFICE



SERVICE COMMERCIAL

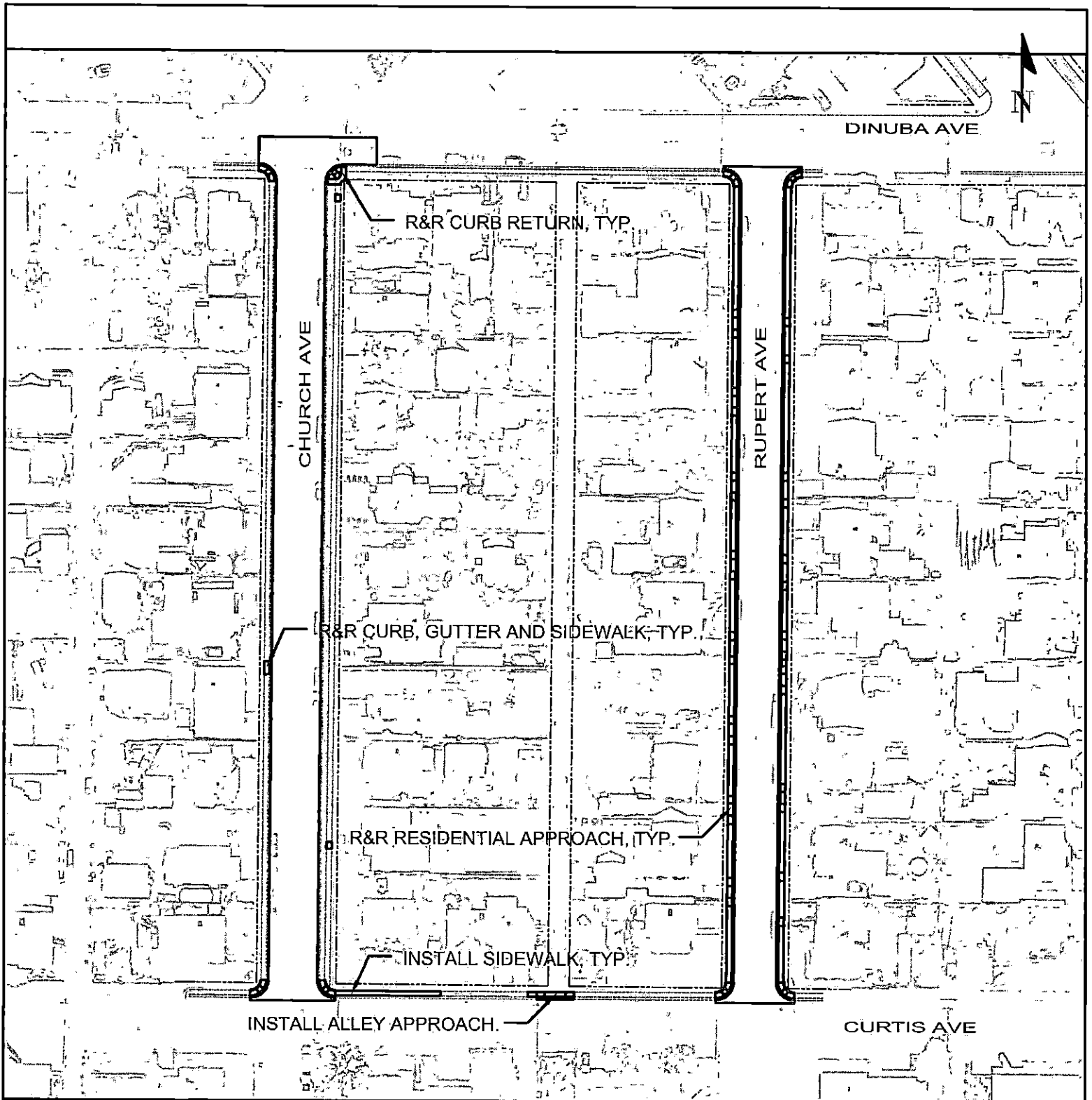
INDUSTRIAL



LIGHT INDUSTRIAL



HEAVY INDUSTRIAL



PREPARED BY:

CITY OF REEDLEY

ENGINEERING DEPARTMENT

1733 9th STREET

REEDLEY, CA 93654

Phone: (559)637-4200, ext. 295

Fax: (559)637-2139

DIAGRAM OF

RUPERT AND CHURCH FROM DINUBA TO CURTIS

DATE:

JULY 18, 2023

NOT TO SCALE

DRAWN BY:

LX

SHEET NO. 1 OF 1

Sidewalk Remove and Replace Where Damaged



Upgrade Non-ADA Compliant Curb Return



Remove And Replace Damaged Curb, Gutter, And Sidewalk



Remove And Replace Damaged Driveway Approach



Install Sidewalk (Curtis Avenue and Church Avenue)



Roadway Reconstruct (Church Avenue Looking Southbound)



Roadway Reconstruct (Rupert Avenue Looking Southbound)



Preliminary Budget Probable Cost Estimate

Agency:	City of Reedley
Project Name:	CDBG 24571 Rupert and Church Avenue from Dinuba to Curtis Avenue
Location:	Rupert and Church Avenue from Dinuba to Curtis Avenue
Date:	July 25, 2023
Prepared by:	Linda Xiong
Checked by:	Marilu Morales

Item No.	Description	Quantity	Units	Unit Cost	Total
1	Mobilization	1	LS	\$15,000.00	\$ 15,000.00
2	Insurance and bonds	1	LS	\$5,000.00	\$ 5,000.00
3	Traffic Control	1	LS	\$15,000.00	\$ 15,000.00
4	Dust Control and BMP Compliance	1	LS	\$4,000.00	\$ 4,000.00
5	Roadway Excavation and Grading	950	CY	\$40.00	\$ 38,000.00
6	Hot Mix Asphalt Concrete, Type 'A' 2.5"	750	tons	\$110.00	\$ 82,500.00
7	Aggregate Base, Class 2	1,290	tons	\$45.00	\$ 58,050.00
8	Saw-cutting	629	LF	\$2.00	\$ 1,258.00
9	Concrete Removal and Disposal (F)	100	CY	\$270.00	\$ 27,000.00
10	12' Radius Curb Return	1	EA	\$3,500.00	\$ 3,500.00
11	Modified Curb Ramp Two-Way Crossing	7	EA	\$3,000.00	\$ 21,000.00
12	PCC Curb & Gutter	1,302	LF	\$44.00	\$ 57,288.00
13	PCC Sidewalk	3,320	SF	\$8.00	\$ 26,560.00
14	Alley Driveway Approach	100	SF	\$14.00	\$ 1,400.00
15	Residential Driveway Approach	1,260	SF	\$10.00	\$ 12,600.00
16	Adjust Manhole Frame and Cover to Grade	1	EA	\$1,100.00	\$ 1,100.00
17	Adjust Water Valve Frame and Cover to Grade	4	EA	\$950.00	\$ 3,800.00
18	Adjust Drainage Inlet to Grade	2	EA	\$2,000.00	\$ 4,000.00
19	Miscellaneous Operations and Facilities	1	LS	\$5,000.00	\$ 5,000.00
Subtotal:					\$ 382,056.00
Contingency (20%):					\$ 76,411.20
PS&E (12%):					\$ 45,847.00
Construction Engineering/Management (12%):					\$ 45,847.00
TOTAL:					\$ 550,161.20

ATTACHMENT G

Other Activities



REEDLEY CITY COUNCIL


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


ITEM NO: 13

DATE: September 26, 2023

TITLE: CONSIDERATION OF ITEMS PERTAINING TO THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET (APN: 368-162-16T):

- A) ADOPT ENVIRONMENTAL ASSESSMENT NO. 2023-01 MAKING A FINDING OF NO POSSIBILITY OF A SIGNIFICANT EFFECT, AND DECLARING THE ACTIVITY IS NOT SUBJECT TO CEQA
- B) APPROVE SIGN PERMIT APPLICATION NO. 2023-02 FOR THE DESIGN AND PLACEMENT OF A MURAL ON THE SOUTH-FACING WALL AND EAST-FACING WALL OF THE REEDLEY MUSEUM BUILDING, LOCATED AT 1752 10TH STREET

SUBMITTED: Rodney L. Horton 
Community Development Director

APPROVED: Nicole R. Zieba 
City Manager

RECOMMENDATION

That the City Council take the following actions pertaining to design and placement of a mural on the south-facing wall and east-facing wall of the Reedley Museum building, located at 1752 10th Street:

- a) Adopt Environmental Assessment No. 2023-01, making a Finding of No Possibility of a Significant Effect, and declaring the activity is not subject to CEQA; and
- b) Approve Sign Permit Application 2023-02, placement of a painted mural on the south-facing wall and east-facing wall of the Reedley Museum building, located at 1752 10th Street Reedley, CA 93654.

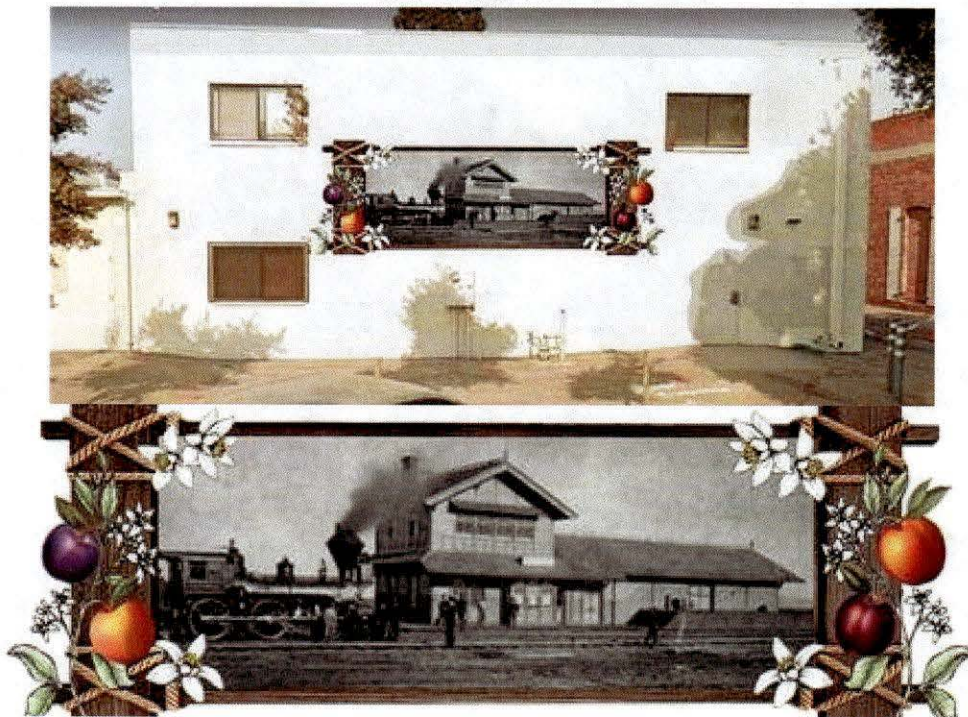
PROJECT DESCRIPTION/BACKGROUND

Since 2021, the City of Reedley has undertaken efforts to enhance the downtown area by replacing lighting, installing benches, enhancing public parking facilities, installing parking signs, and commissioning the placement of murals on buildings. The City is proposing to install a mural depicting the arrival of the first train in Reedley at the Union Pacific depot in 1888. Ironically, 1888 is also the year Reedley is named in honor of founder Thomas Law Reed.

The development of the rail line expanded means of transportation for people and product, and it also grew the local economy. The mural is proposed to go on the south-facing wall of the Reedley Museum. The City is proposing to add a second mural to the east-facing wall that depicts the new public parking signs recently installed in the downtown area. The second mural will serve as wayfinding signage for the existing parking lot in the rear of the Museum.

At the September 12, 2023, City Council meeting, the City Council directed staff to return with additional options that depict the proposed mural with and without a backsplash. Staff is returning this item with the following options for City Council's consideration:

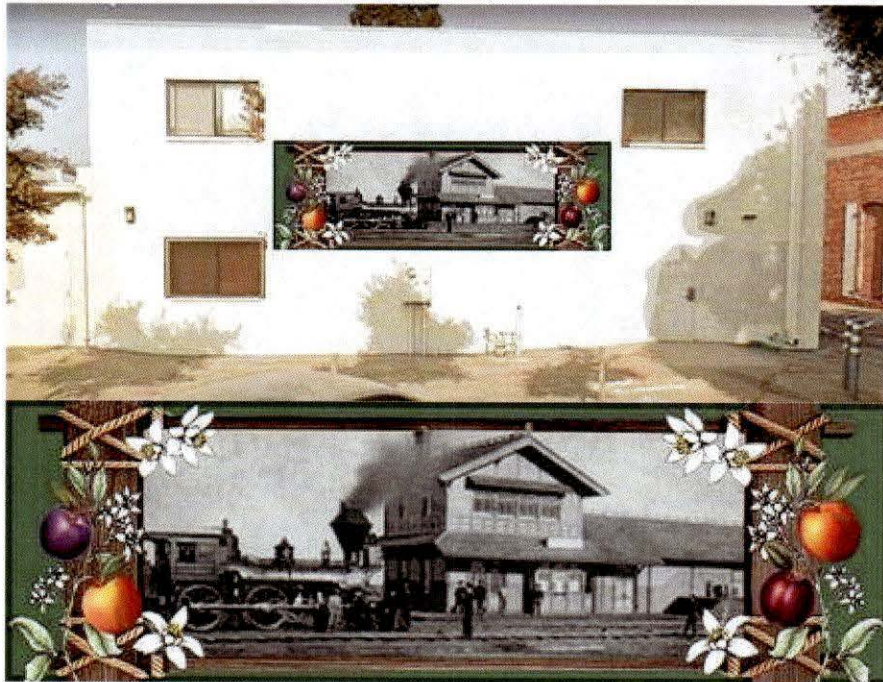
OPTION A.



OPTION B.



OPTION C.



PLANNING COMMISSION REVIEW

Reedley Municipal Code 10-14-10H stipulates that the Planning Commission hold a public hearing for proposed design and placement of murals within the community, prior to City Council considering approval of such items. A notice was mailed to property owners within 350' of the effected property on January 25, 2023, and a notice was published in the Mid Valley Times on February 2, 2023. On February 16, 2023, the Planning Commission held a public hearing prior to acting on the item. There was no public comment. After the public hearing was closed, the Planning Commission, via Resolution No. 2023-04 (Attachment 1), recommends that the City Council adopt Environmental Assessment No. 2023-01 and approve Sign Application No. 2023-02.

BORDERING PROPERTY INFORMATION

	<u>Planned Land Use</u>	<u>Existing Zoning</u>	<u>Existing Land Use</u>
North	Central Downtown Commercial	(ML) Light Industrial	Tractor Supply Business
East	Central Downtown Commercial	(CC) Central and Community Commercial	Opera House
South	Central Downtown Commercial	(ML) Light Industrial	Public Parking Lot
West	Open Space	(RCO) Resource Conservation & Open Space	Reedley Rail Trail

ENVIRONMENTAL REVIEW

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

FINANCIAL IMPACT

The cost of the proposed murals will be funded out of the Community Development Department's budget, specifically the Art in Public Places line item.

ATTACHMENTS

1. Planning Commission Resolution No. 2023-04
2. Environmental Assessment 2023-01
3. Conceptual Design – Mural Number 1
4. Conceptual Design – Mural Number 2

RESOLUTION NO. 2023-04

**A RESOLUTION OF THE CITY OF REEDLEY PLANNING COMMISSION
RECOMMENDING APPROVAL OF ENVIRONMENTAL ASSESSMENT NO. 2023-01
AND RECOMMENDING APPROVAL OF SIGN PERMIT APPLICATION 2023-02**

WHEREAS, the City of Reedley Planning Commission, at the regular meeting of February 16, 2023, held a public hearing to consider a request from the City of Reedley Community Development Department for placement of a mural on the west-facing wall and east-facing wall of the Reedley Museum located at 1752 10th Street (APN 368-162-16T); and

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

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

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

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

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

WHEREAS, pursuant to the California Environmental Quality Act, the City of Reedley Planning Commission hereby recommends that the City Council approve Environmental Assessment No. 2023-01 which was conducted for this project and declares a Finding of No Possibility of a Significant

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Reedley Planning Commission using their independent judgment hereby recommends that the City Council of the City of Reedley approve Environmental Assessment 2023-01, and recommends approval of Sign Permit Application No. 2023-02 subject to the following conditions:

1. The City Council of the City of Reedley shall provide approval of the associated environmental assessment, conceptual mural design and placement. Any substantive change to the design or placement of the mural shall be approved by the City Council prior to placement; and
2. Any non-substantive change in the approved mural design, layout or makeup shall be reviewed and approved by the Community Development Department prior to the placement of the mural; and
3. All provisions of the Zoning Ordinance shall be complied with.

This foregoing resolution is hereby approved and adopted this 16th day of February, 2023, by the following vote:

AYES: Clark, Perez, Custodio.

NOES: None.

ABSTAIN: None.

ABSENT: Luzania, Turner.

ATTEST:


Rodney L. Horton, Secretary


Alberto Custodio, Chair
City of Reedley Planning Commission

NOTICE OF EXEMPTION

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

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

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

PROJECT TITLE: Environmental Assessment No. 2023-01 (Sign Permit App. No. 2023-02)

PROJECT LOCATION: 1752 10th Street Reedley, CA 93654 (APN 368-162-16T)

EXEMPT STATUS: Finding of No Possibility of a Significant Effect

PROJECT DESCRIPTION: The proposed project pertains to the placement of a painted mural on the south-facing wall and east-facing wall of the Reedley Museum building, located at 1752 10th Street Reedley, CA 93654.

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

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

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

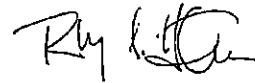
CEQA Section 15061(b)(3): The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant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

CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that

the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, staff has determined that a no possibility of significant effect is appropriate for the proposed project.

Date: February 16, 2023

Submitted by:



Rodney L. Horton, Director
City of Reedley
Community Development Department
(559) 637-4200 ext. 286



MURAL NUMBER 1 SOUTH-FACING WALL

- Landscaping around the south-facing wall will be reduced to provide greater visibility of the mural
- 154 sq. ft. image will be placed higher off of the ground (above existing meter) and in between the existing rear windows and door
- Artist will provide anti-graffiti coating over mural



MURAL NUMBER 2 EAST-FACING WALL

- Replica of the newly installed downtown parking signs
- Artist will provide anti-graffiti coating over mural



- ★ Mural 1
- ★ Mural 2

REEDLEY TRAFFIC SAFETY COMMISSION MEETING FOR TBD

The meeting of the Reedley Traffic Safety Commission was held Thursday, March 23, 2023 in the City of Reedley Council Chambers, 845 "G" Street, Reedley. Chairman, Dale Kennedy called the meeting to order at 5:30 p.m.

ROLL CALL

Commissioners Present: Dale Kennedy, Tim Jantzen and Todd Lowery.

Commissioners Excused: Esther Ramos and Andrea Serrano.

City Staff Present: Marilu Morales, City Engineer and Salina Gonzalez, Administrative Assistant.

PUBLIC DISCUSSION:

None.

APPROVAL OF MINUTES

Commissioner Lowery motioned, Commissioner Jantzen seconded, to approve the minutes of the Meeting of June 30, 2022. Motion Carried by the following vote:

Ayes: Kennedy, Lowery, and Jantzen.

Noes: None.

Abstain: None.

Absent: Ramos and Serrano.

OLD BUSINESS

None.

NEW BUSINESS

2a. Commissioner Jantzen motioned, Commissioner Lowery seconded, to approve the request to place stop signs for north and south bound traffic on J Street and remove existing yield signs on 9th Street and intersection of 9th and J Street.

2b. Commissioner Jantzen motioned, Commissioner Lowery seconded, to deny staff recommendation to place "keep clear" pavement markings and "do not block intersection" signs for north and south bound traffic on Reed Avenue.

COMMISSION/ STAFF COMMENTS/ REPORTS

1. City Engineer, Marilu Morales mentioned upcoming projects- E Street, Manning Ave Ph 3, Dennys, Starbucks, North, Hollywood and Acacia Avenues.
- 2.

ADJOURNMENT

Meeting adjourned at 6:13 p.m.

ATTEST:



Marilu S. Morales, Secretary



Dale Kennedy, Chairman
Reedley Traffic Safety Commission

REEDLEY CITY COUNCIL

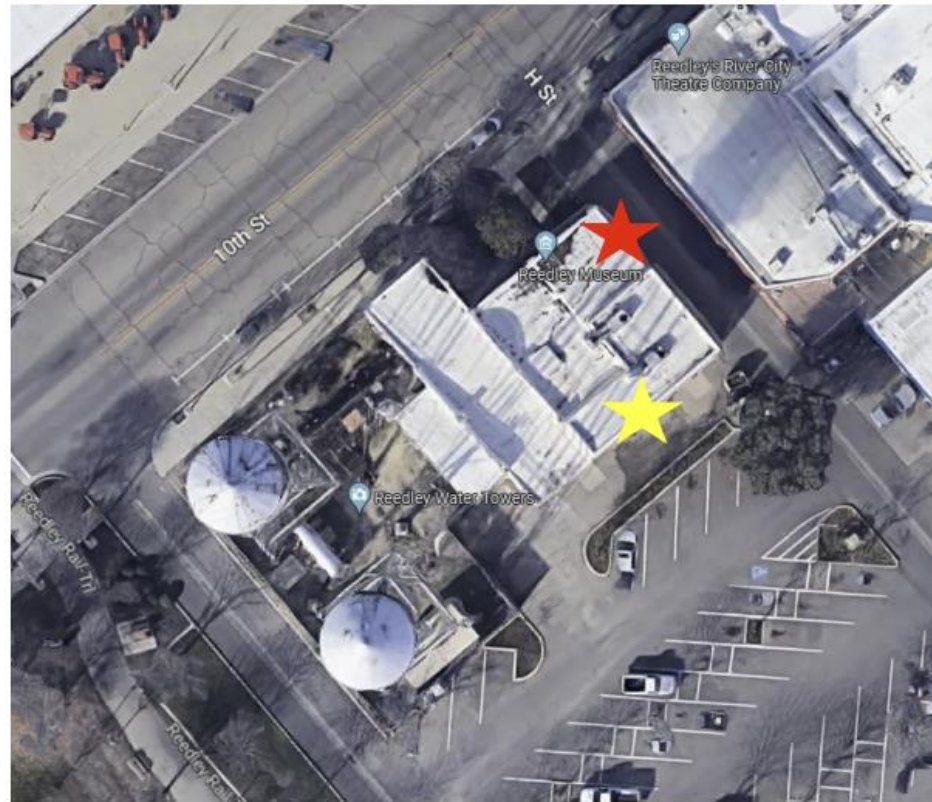
SEPTEMBER 26, 2023

ADMINISTRATIVE BUSINESS

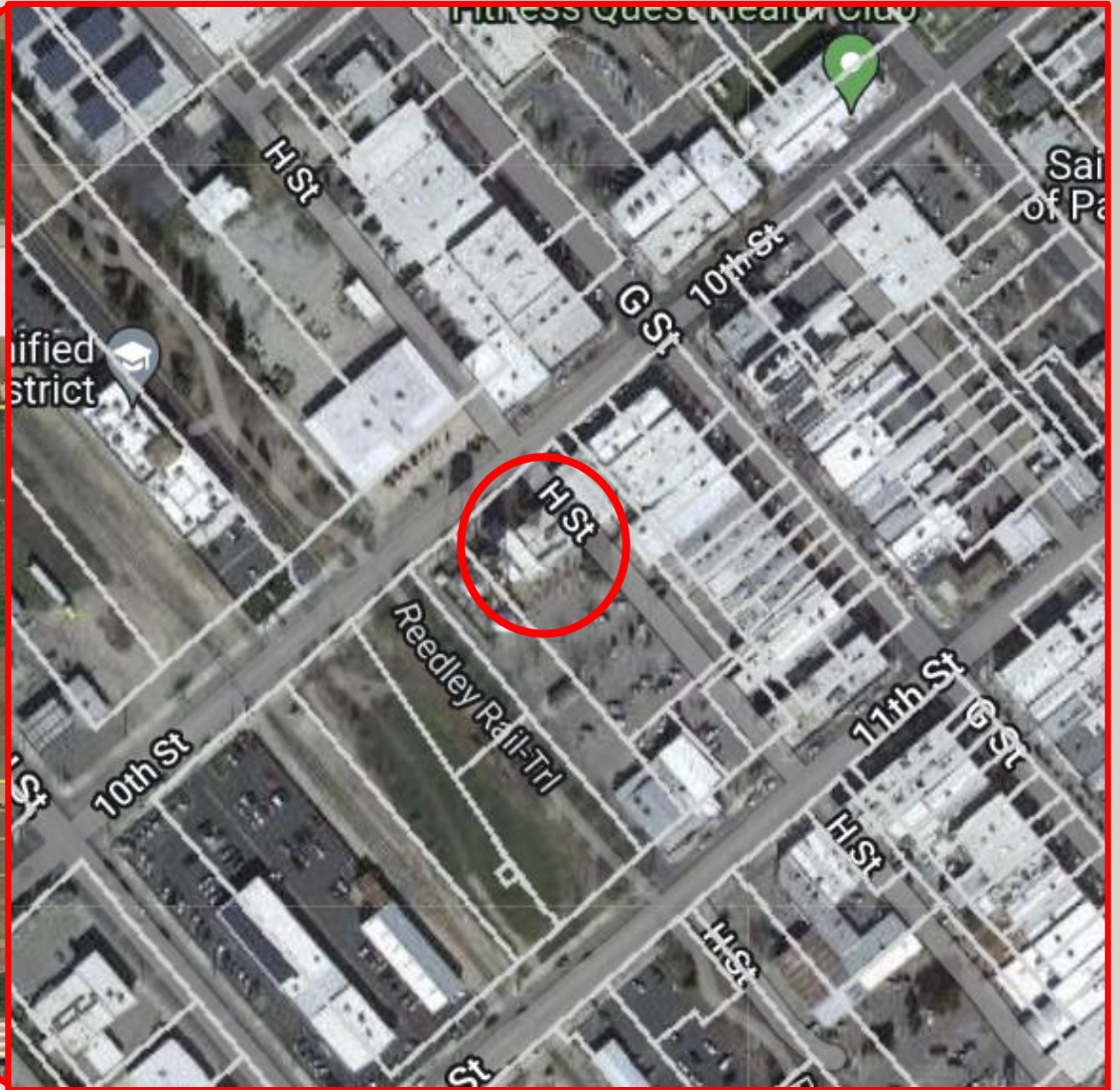
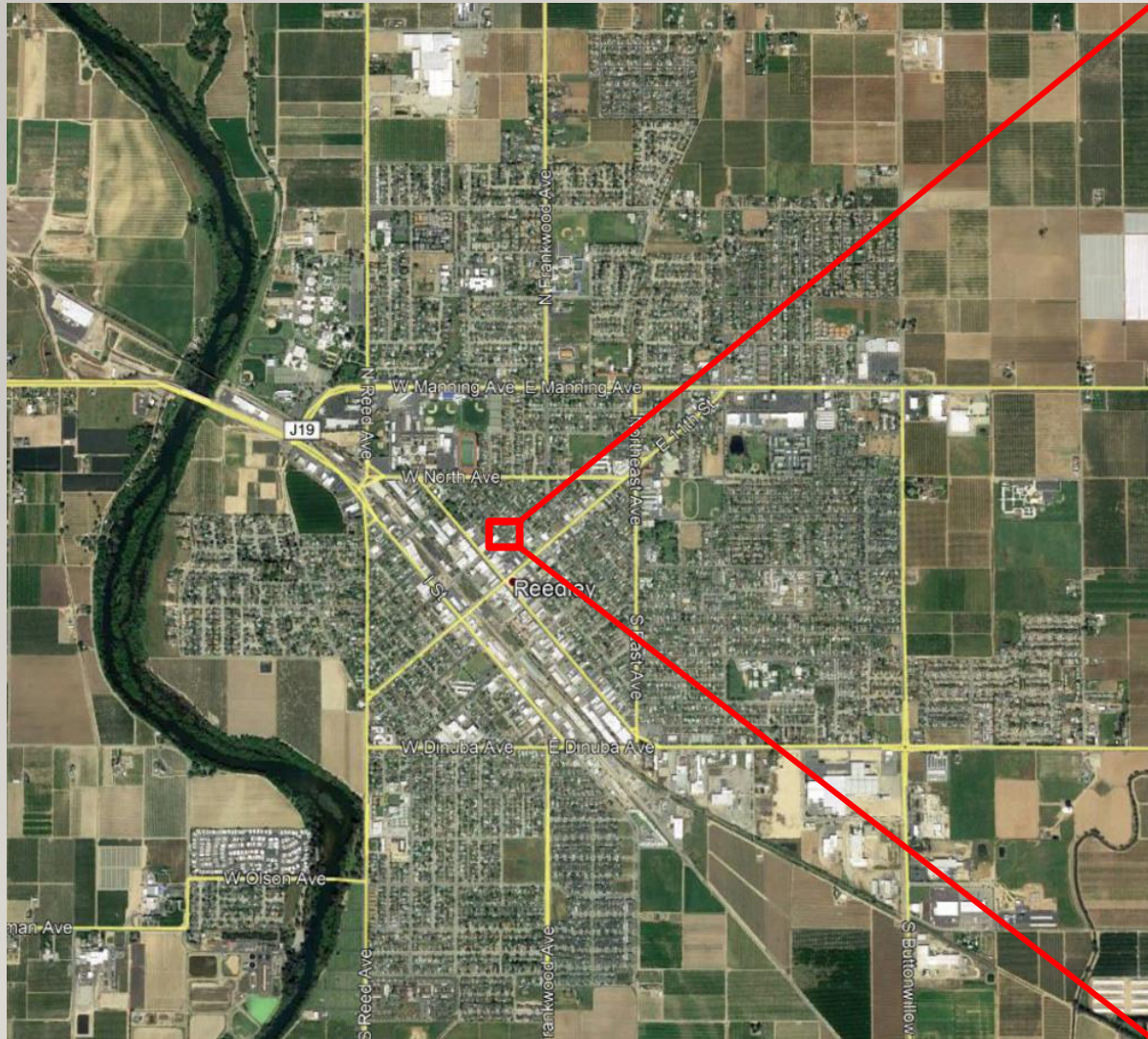
ITEM NO. 13

ENVIRONMENTAL ASSESSMENT NO. 2023-01 & SIGN PERMIT APPLICATION
NO. 2023-02

PROJECT LOCATION



- ★ Mural 1
- ★ Mural 2



PROJECT DESCRIPTION

- Placement of a painted mural on the east- and south-facing walls of the Reedley Museum located at 1752 10th Street
- Planning Commission held a public hearing on February 16, 2023 regarding the proposed design and placement of murals, prior to City Council approval

DESIGN CONCEPT - A





DESIGN CONCEPT – B



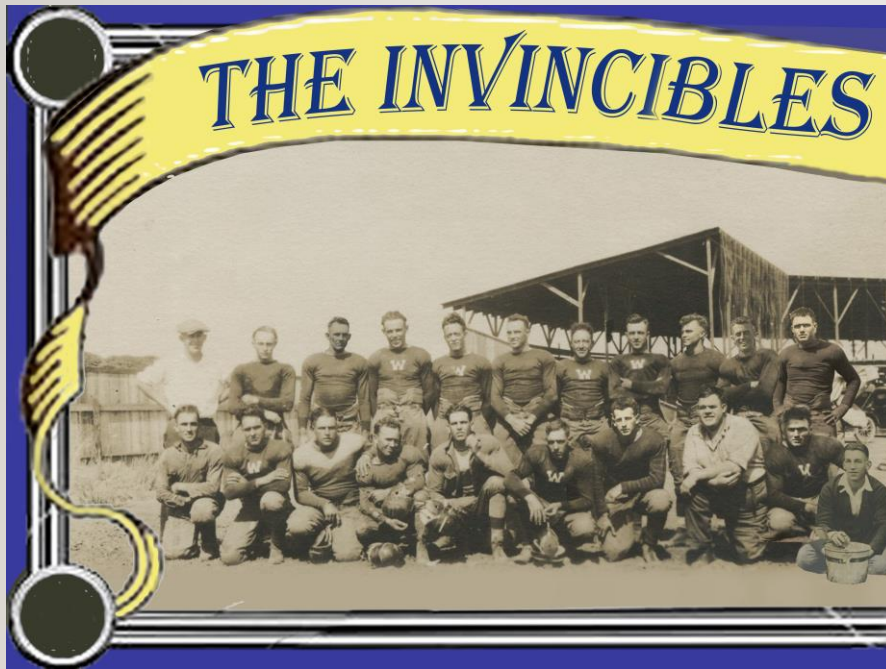
BORDERING PROPERTY INFORMATION

	<u>Planned Land Use</u>	<u>Existing Zoning</u>	<u>Existing Land Use</u>
North	Central Downtown Commercial	(ML) Light Industrial	Tractor Supply Business
East	Central Downtown Commercial	(CC) Central and Community Commercial	Opera House
South	Central Downtown Commercial	(ML) Light Industrial	Public Parking Lot
West	Open Space	(RCO) Resource Conservation & Open Space	Reedley Rail Trail

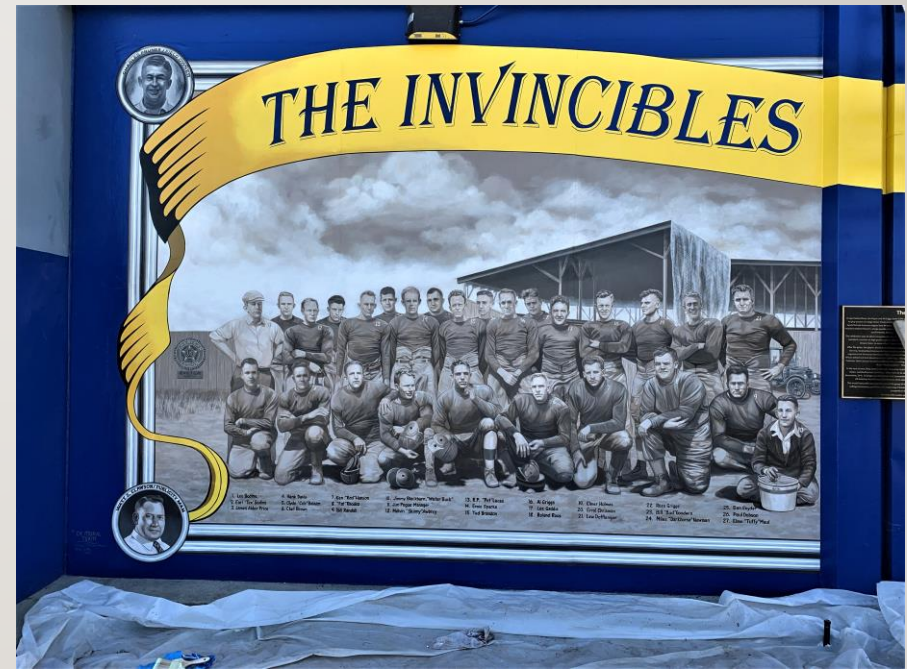
CEQA – ENVIRONMENTAL ASSESSMENT

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

EXETER HIGH SCHOOL GYM BUILDING



Concept



Actual Painting

ARROYO GRANDE



Concept

Actual Mural

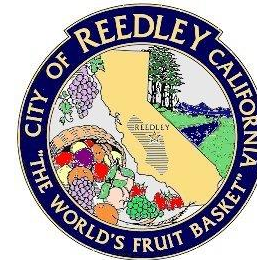


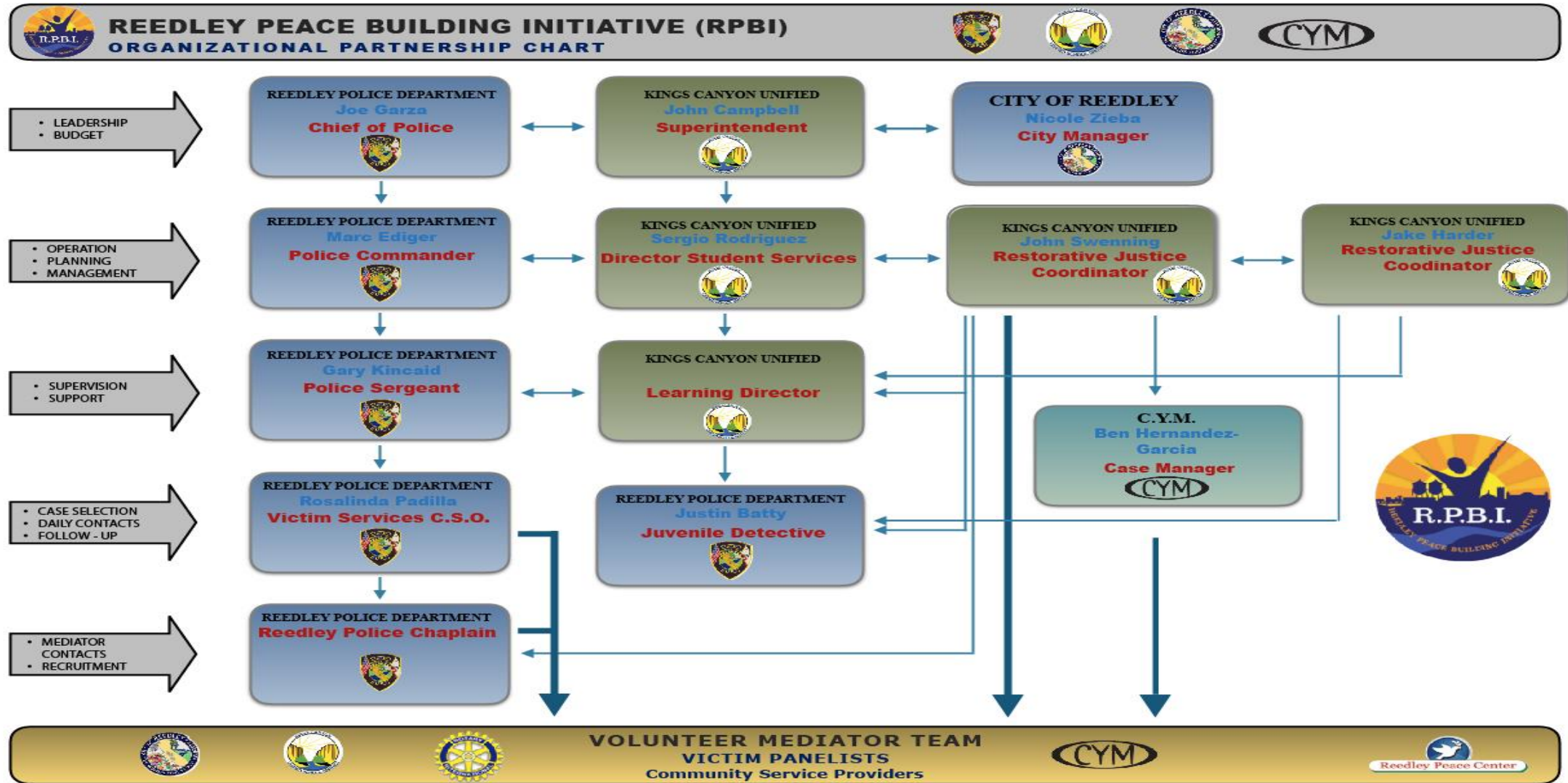
OPTION A. - NO BACKSPLASH



Reedley Peace Building Initiative

Reedley City Council

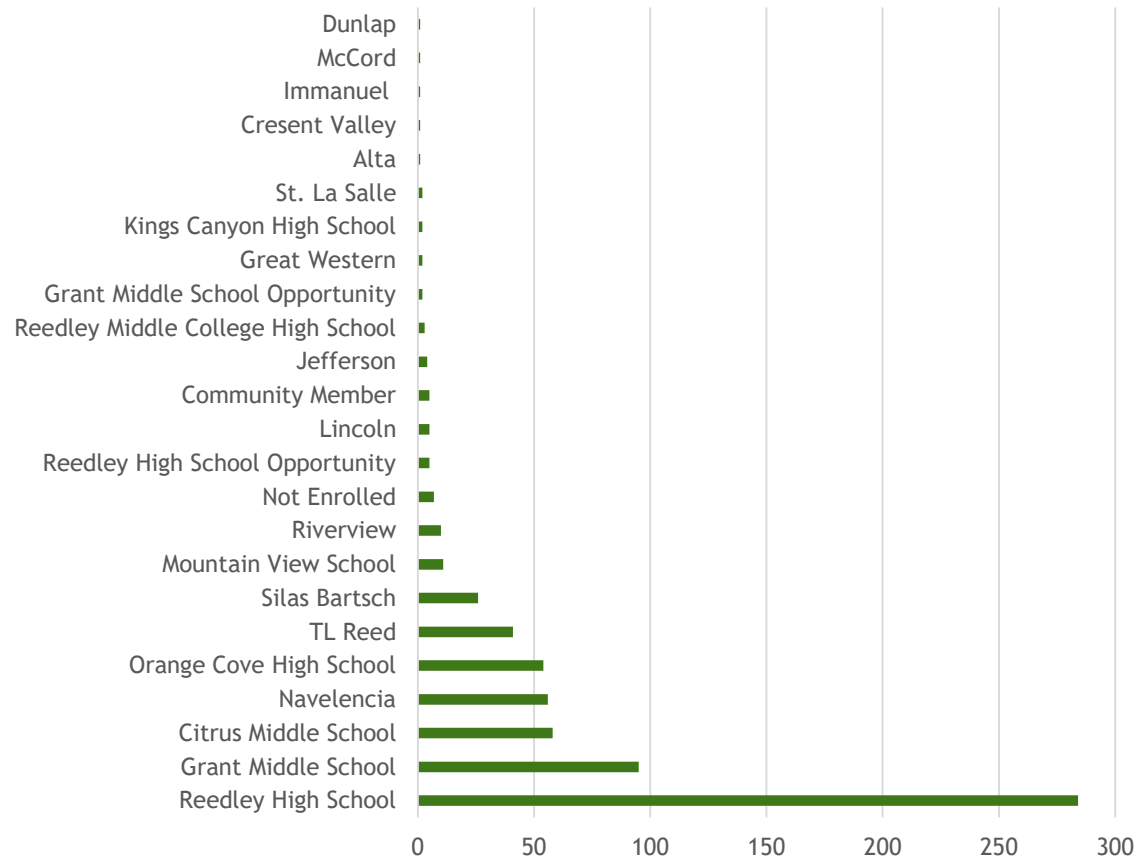




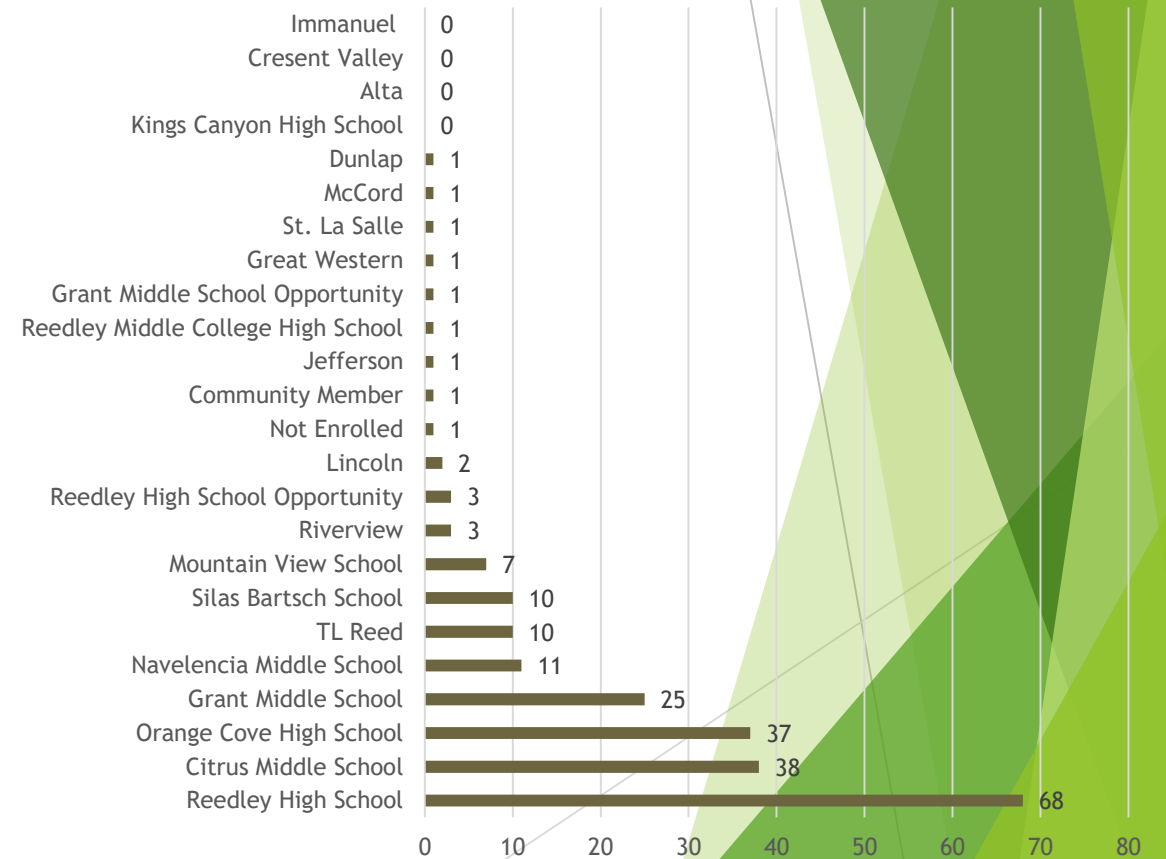
Cases by School

(August 31, 2023)

2011-2023

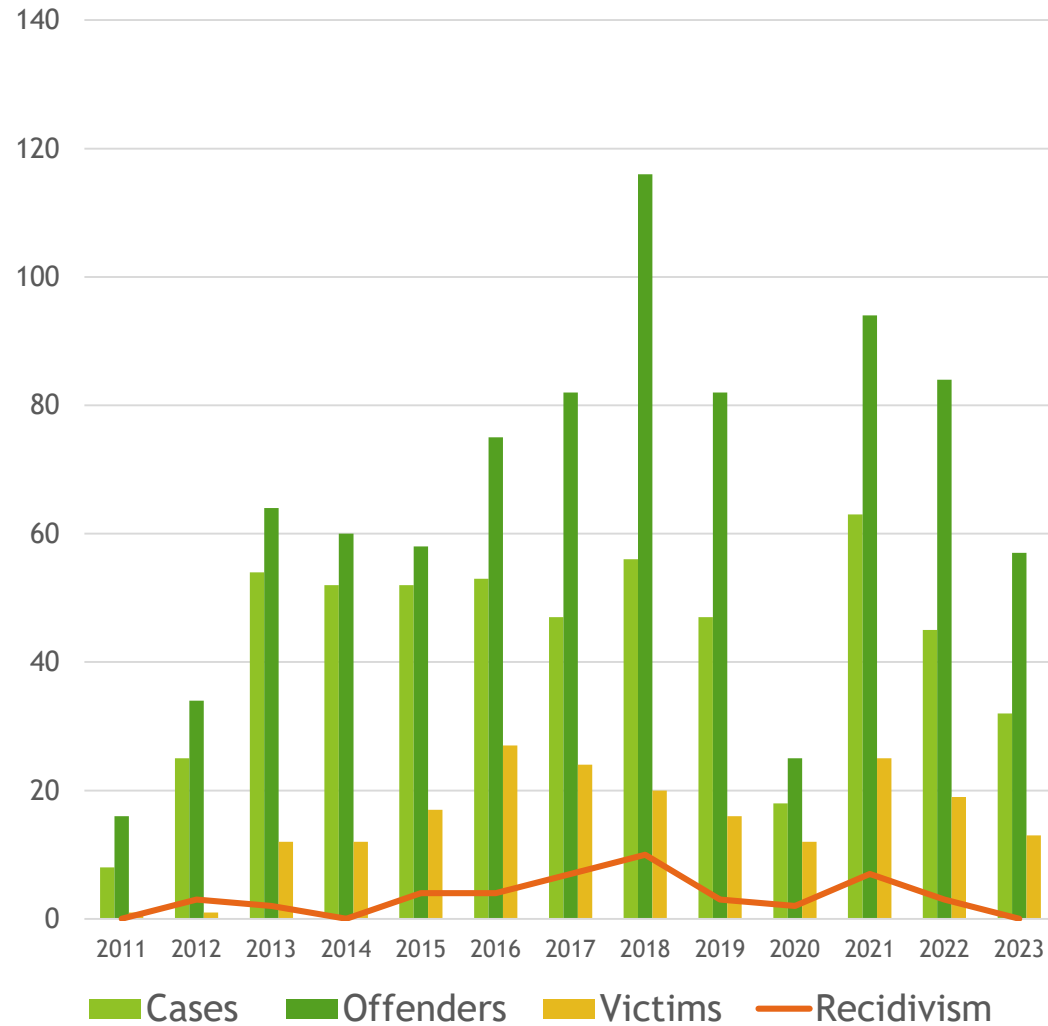


2021-2023



RPBI Stats By Year

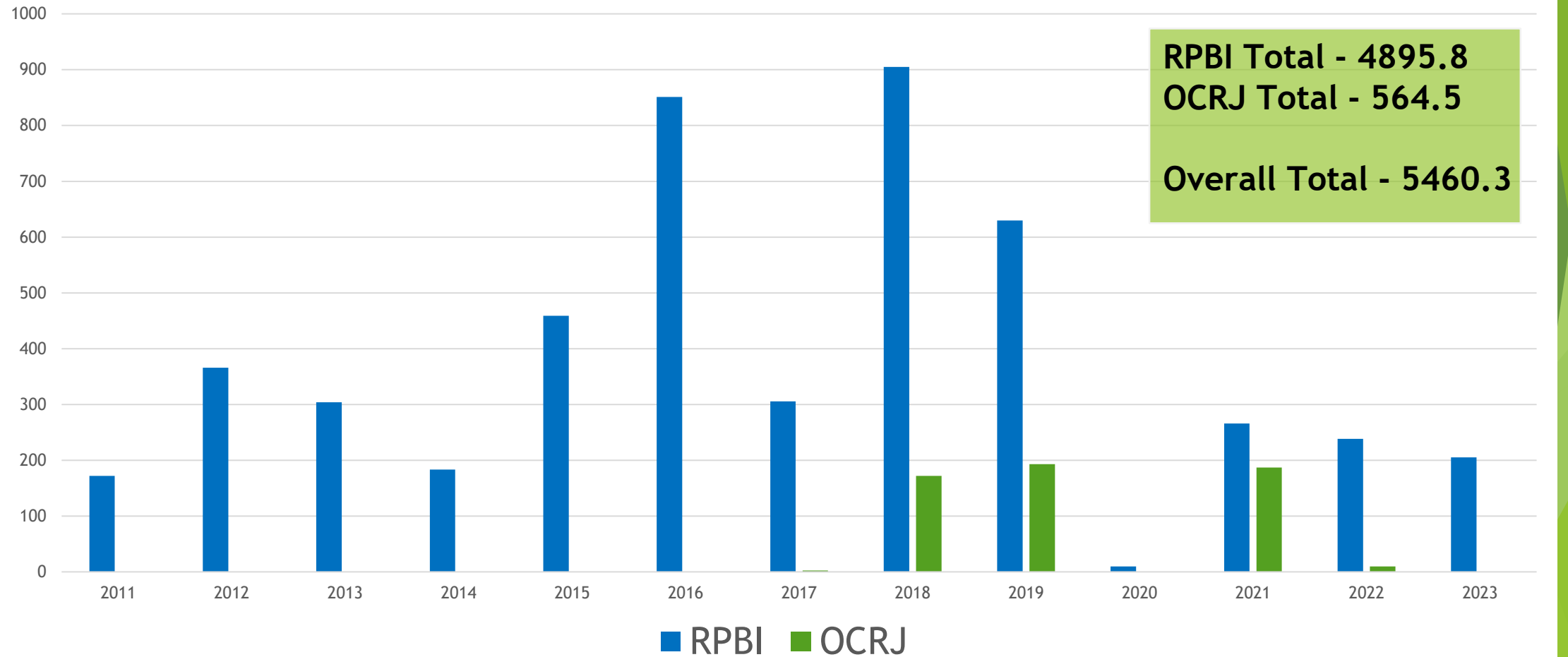
(August 31, 2023)



YEAR	CASES	OFFENDERS	VICTIMS	RECIDIVISM	RECIDIVISM %
2011	8	16	1	0	0.0%
2012	25	34	1	3	8.8%
2013	54	64	12	2	3.1%
2014	52	60	12	0	0.0%
2015	52	58	17	4	6.9%
2016	53	75	27	4	5.3%
2017	47	82	24	7	8.5%
2018	56	116	20	10	8.6%
2019	47	82	16	3	3.7%
2020	18	25	12	2	8.0%
2021	63	94	25	7	7.4%
2022	45	84	19	3	3.6%
2023	32	57	13	0	0.0%
TOTAL	552	847	199	45	5.3%

Community Service Hours Completed

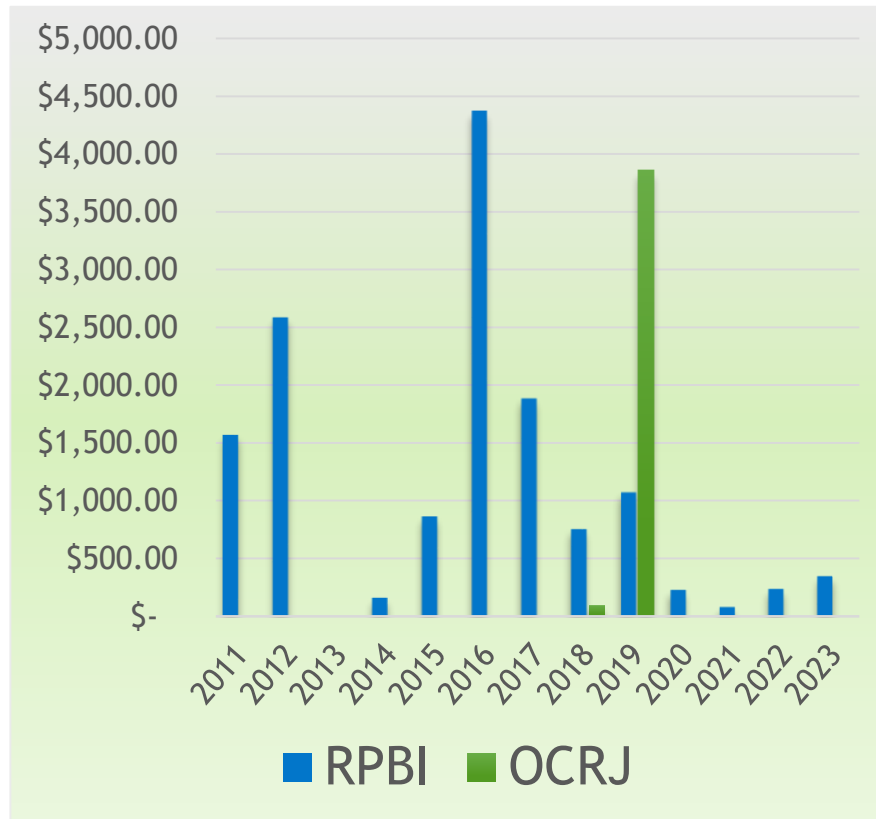
(August 31, 2023)



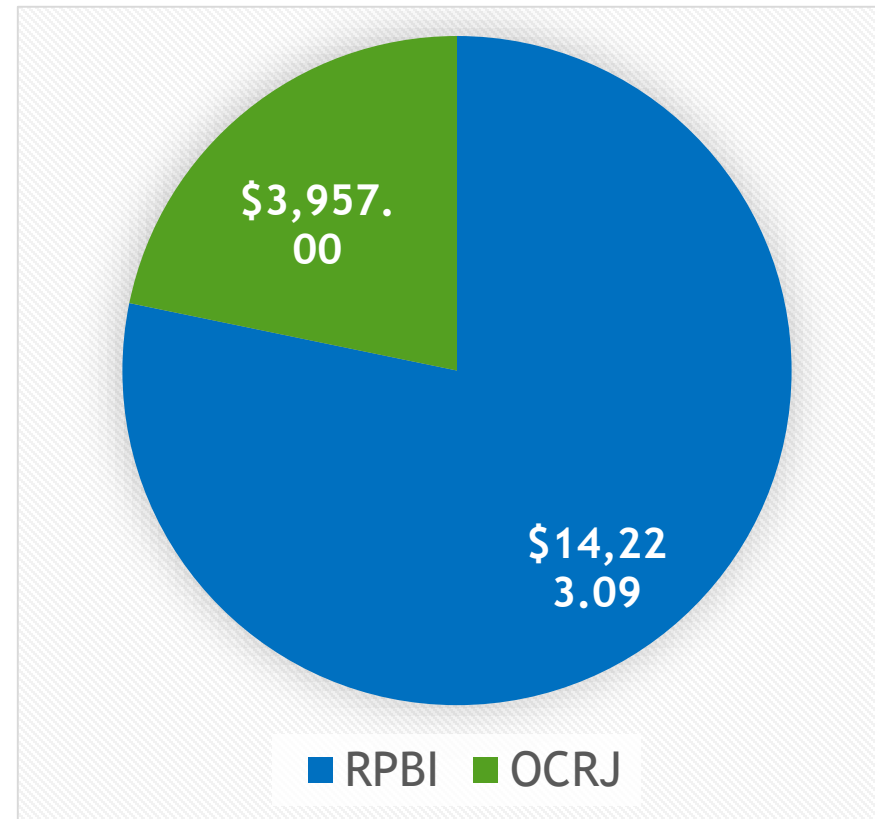
Financial Restitution

(August 31, 2023)

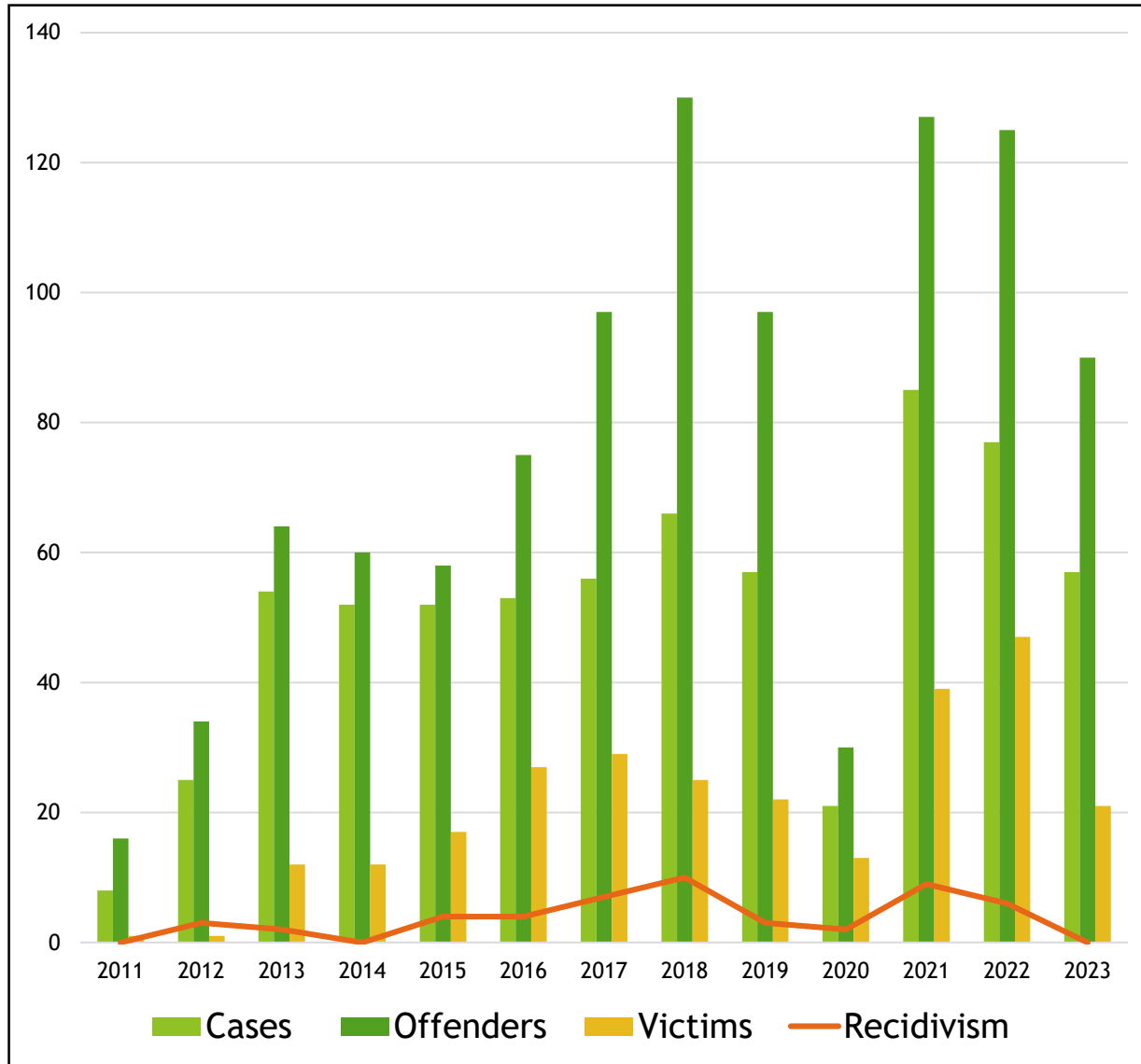
By Year



Overall Totals



RPBI & OCRJ Combined Stats By Year (August 31, 2023)



	Year	Cases	Offenders	Victims	Recidivism	R-%
RPBI	2011	8	16	1	0	0.0%
RPBI	2012	25	34	1	3	8.8%
RPBI	2013	54	64	12	2	3.1%
RPBI	2014	52	60	12	0	0.0%
RPBI	2015	52	58	17	4	6.9%
RPBI	2016	53	75	27	4	5.3%
RPBI/OCRJ	2017	56	97	29	7	7.2%
RPBI/OCRJ	2018	66	130	25	10	7.7%
RPBI/OCRJ	2019	57	97	22	3	3.1%
RPBI/OCRJ	2020	21	30	13	2	6.7%
RPBI/OCRJ	2021	85	127	39	9	7.1%
RPBI/OCRJ	2022	77	125	47	6	4.8%
RPBI/OCRJ	2023	57	90	21	0	0.0%
	Totals	663	1003	266	50	5.0%

OPTION B. – BROWN BACKSPLASH



OPTION C. – GREEN BACKSPLASH



FINANCIAL IMPACT

The cost of the proposed murals will be funded out of the Community Development Department's budget, specifically the Art in Public Places line item.