

**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 28, 2021

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

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

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

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

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

PLEASE SEE LAST PAGE OF AGENDA FOR ZOOM PARTICIPATION INSTRUCTIONS

Mary L. Fast, Mayor

Robert Beck, Mayor Pro Tem
Ray Soleno, Council Member

Anita Betancourt, Council Member
Matthew Tuttle, Council Member

MEETING CALLED TO ORDER

INVOCATION- Pastor Matt Harder, Reedley Mennonite Brethren Church

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. PINK PATCH 2021 PROJECT

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

NOTICE TO PUBLIC

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

CONSENT AGENDA (Item 2-10)

Motion _____ 2nd _____

2. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF SEPTEMBER 14, 2021 - (City Clerk)
Staff Recommendation: Approve
3. RECOMMENDATION OF REJECTION OF CLAIM-VIADA, ANDREW- (Administrative Services)
Staff Recommendation: Approve Claim Rejection
4. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE SPECIAL EVENT FACILITY USE AGREEMENT WITH CLOVIS AREA MODELERS (CAM)-ACADEMY OF MODEL AERONAUTICS (AMA) CLUB 5405 (CAM) - (Community Services)
Staff Recommendation: Approve
5. SECOND READING ADOPTION OF ORDINANCE NO. 2021-001, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING CHANGE OF ZONE APPLICATION NO. 2021-2 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY- (Community Development)
Staff Recommendation: Approve
6. SECOND READING AND ADOPTION OF ORDINANCE 2021-003 REPEALING AND REPLACING CHAPTER 1 OF TITLE 4 OF THE REEDLEY MUNICIPAL CODE CONCERNING SOLID WASTE (Public Works)
Staff Recommendation: Approve

7. APPROVE THE FOLLOWING ACTIONS ASSOCIATED WITH THE AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) AT THE REEDLEY MUNICIPAL AIRPORT:

A. ADOPT RESOLUTION NO. 2021-089 AMENDING THE 2021-22 ADOPTED BUDGET APPROPRIATING \$128,414 IN THE AIRPORT ENTERPRISE FUND TO REPLACE THE AWOS

B. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO AVCOM AWOS INSPECTIONS, VERIFICATIONS, AND MAINTENANCE SERVICE AGREEMENT

C. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE RSINET SERVICE AGREEMENT/SERVICE ORDER FOR AWOS COMMUNICATION SERVICES

(Community Services)

Staff Recommendation: Approve

8. APPROVE THE FOLLOWING ACTIONS FOR THE AFTER SCHOOL PROGRAMS AT WASHINGTON AND TL REED:

A. RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AMENDMENT 1 TO THE MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) AND THE CITY OF REEDLEY

B. ADOPT RESOLUTION 2021-090 AMENDING THE 2021-22 ADOPTED GENERAL BUDGET APPROPRIATING \$108,277 IN THE GENERAL FUND FOR PART TIME SALARIES, BENEFITS AND ADMINISTRATIVE COSTS

(Community Services)

Staff Recommendation: Approve

9. ADOPT RESOLUTION NO. 2021-091 AMENDING THE 2021-22 ADOPTED BUDGET APPROPRIATING \$3,759 IN THE GENERAL FUND FOR A DONATION RECEIVED FROM DAYKA & HACKETT, LLC FOR SENIOR CENTER PROGRAMS. – (Community Services)

Staff Recommendation: Approve

10. ADOPT RESOLUTION NO. 2021-104 AWARDED A CONSTRUCTION CONTRACT TO MAC GENERAL ENGINEERING, INC FOR THE REED AVENUE SIDEWALKS PROJECT FROM I STREET TO 8TH STREET- (Engineering)

Staff Recommendation: Approve

PUBLIC HEARING

11. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE ANNEXATION OF TRACT 6229 (BUTTONWILLOW AND DUFF) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO.1.

- A. OPEN PUBLIC HEARING FOR THE ANNEXATION OF TERRITORY (TRACT 6229) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO.1 AS ZONE CC. CLOSE THE PUBLIC HEARING AND OPEN THE BALLOT(S).
- B. ADOPT RESOLUTION NO. 2021-103 APPROVING THE ANNEXATION OF TERRITORY (TRACT 6229) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AS ZONE CC, THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN SUCH TERRITORY COMMENCING WITH FISCAL YEAR 2022-2023 AND CONFIRMING A DIAGRAM AND ASSESSMENT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

ADMINISTRATIVE BUSINESS

- 12. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE LICENSE AGREEMENT WITH JOSEPH BRISENO TO OFFER SWAP MEET EVENTS IN MUELLER PARK

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

- 13. APPROVAL OF ITEMS PERTAINING TO THE PURCHASE OF (1) NEW FIRE PUMPER

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN DOCUMENTS RELATED TO THE PURCHASE OF A NEW FIRE PUMPER APPARATUS FROM ROSENBAUER SOUTH DAKOTA, LLC UNDER SOURCEWELL COOPERATIVE PURCHASING CONTRACT #022818-RSB
- B. ADOPT BUDGET RESOLUTION NO. 2021-102 AMENDING THE 2021-22 ADOPTED BUDGET APPROPRIATING \$746,504 IN MULTIPLE CITY FUNDS FOR THE PURCHASE OF (1) NEW FIRE PUMPER

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

- 14. CONSIDERATION OF ITEMS PERTAINING TO A VETERANS MURAL ON THE WEST-FACING WALL OF THE CORTEZIA STYLING SALON BUILDING LOCATED AT 1452 11TH STREET

- A. ADOPT ENVIRONMENTAL ASSESSMENT NO. 2020-14 MAKING A FINDING OF NO POSSIBILITY OF A SIGNIFICANT EFFECT, AND DECLARING THE ACTIVITY IS NOT SUBJECT TO CEQA

- B. APPROVE SIGN PERMIT APPLICATION 2020-12 FOR PLACEMENT OF A MURAL ON THE WEST-FACING WALL OF THE CORTEZIA STYLING SALON BUILDING LOCATED AT 1452 11TH STREET
- C. AUTHORIZE THE CITY MANAGER TO EXECUTE A PROPERTY OWNER AGREEMENT FOR MURAL PLACEMENT, INCLUDING MAKING NON-SUBSTANTIVE CHANGES CONCERNING PLACEMENT, SIZE AND FINAL DESIGN, PROPERTY OWNER AND/OR STRUCTURE LIMITATIONS
- D. ADOPT RESOLUTION NO. 2021-106 AMENDING THE 2021-22 ADOPTED BUDGET APPROPRIATING \$6,359 IN DONATIONS FROM THE PACIFIC GAS & ELECTRIC COMPANY AND MEMBERS OF THE PUBLIC FOR ART IN PUBLIC PLACES, TO BE USED FOR THE REEDLEY VETERANS MURAL

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

RECEIVE INFORMATION & REPORTS

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

- 15. REEDLEY'S RIVER CITY THEATRE COMPANY FINANCIAL REPORTS. – (Community Services)

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 23rd day of September 2021.


Ruthie Greenwood, City Clerk

Zoom Participation:

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

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

Dates to Remember:

October 12, 2021– Regular Council Meeting
October 26, 2021– Regular Council Meeting
November 9, 2021–Regular Council Meeting

REEDLEY CITY COUNCIL MEETING – September 14, 2021

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

The meeting of Reedley City Council called to order by Mayor Fast at 7:02 p.m. on Tuesday, September 14, 2021 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Pastor Ron Robertson, Full Gospel Tabernacle

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Tuttle.

ROLL CALL

Council Members

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

Absent: None.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

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

Motion unanimously **carried**.

PRESENTATION

1. INTRODUCTION OF NEW COMMUNITY DEVELOPMENT DEPARTMENT STAFF

Community Development Director, Rob Terry introduced a new staff member Community Development Technician, Emilia Camacho. Mr. Terry also introduced Staff Assistant, Marlen Pimentel who was promoted to a full time position. Council and Staff welcomed Ms. Camacho and thanked Ms. Pimentel for her continued service.

PUBLIC COMMENT

None.

CONSENT AGENDA (Item 2-9)

Motion _____ 2nd _____

Mayor Fast had questions on agenda item 9. City Engineer, Marilu Morales answered her questions. Mayor Fast stated there are 300 parcels in the group and staff held a community meeting where approximately 20 members of the zone attended. Mayor Fast stated if the community members who were in favor of the item passing do not go door to door and explain what will happen if the item does not pass she is afraid the item will fail the ballot measure again.

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

- 2. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF AUGUST 10, 2021 - *Approved*
- 3. APPROVE DIRECTING REEDLEY CITY VOTING DELEGATE TO VOTE YES ON THE TWO PROPOSED LEAGUE OF CALIFORNIA CITIES’ RESOLUTIONS AND BYLAW CHANGES DURING THE 2021 LEAGUE OF CALIFORNIA CITIES CONFERENCE – *Approved*
- 4. APPROVE & AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF FRESNO FOR WELFARE TO WORK PARTICIPANTS TO PARTICIPATE IN A WORK EXPERIENCE/COMMUNITY SERVICE PROGRAM WITH THE CITY OF REEDLEY–*Approved*
- 5. STAFF RECOMMENDS THAT THE CITY COUNCIL TAKE THE FOLLOWING ACTIONS FOR THE SAVE THE CHILDREN PROGRAM AT WASHINGTON EXPANDED LEARNING PROGRAM:
 - A. RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) TO EXPAND SERVICES WITH THE SAVE THE CHILDREN PROGRAM

REEDLEY CITY COUNCIL MEETING – September 14, 2021

- B. ADOPT RESOLUTION 2021-086 AMENDING THE 2021-22 ADOPTED GENERAL BUDGET APPROPRIATING \$11,750 IN THE GENERAL FUND FOR PROFESSIONAL DEVELOPMENT AND ADDITIONAL SITE SUPPLIES

–Approved

6. ADOPT RESOLUTION NO. 2021-088 SUPPORTING AND IMPLEMENTING TIMELY USE OF FUNDING FOR FEDERALLY FUNDED PROJECTS AND AUTHORIZATION TO APPLY FOR REGIONAL BID GRANTS THROUGH FRESNO COUNCIL OF GOVERNMENTS *–Approved*
7. ADOPT RESOLUTION NO. 2021-092 AMENDING THE 2021-2022 ADOPTED BUDGET TO APPROPRIATE \$64,600 IN THE GENERAL FUND FROM HIGHER THAN ANTICIPATED CARRYOVER TO ADDRESS ADDITIONAL STREETS MAINTENANCE WORK *–Approved*
8. ADOPT RESOLUTION NO. 2021-093 AMENDING THE 2021-22 ADOPTED BUDGET APPROPRIATING \$359,727 IN MULTIPLE CITY FUNDS FOR THE PAYOFF OF THE 2018 FIVE STAR BANK EQUIPMENT LOAN #32522357 AND THE 2019 REEDLEY MUNICIPAL AIRPORT INTERFUND LOAN *–Approved*
9. CONSIDER THE FOLLOWING ITEMS (A), (B), AND (C) FOR THE ANNEXATION OF AN OVERLAY DISTRICT FOR THE RIVER BOTTOM AREA (WEST OF NORTH KINGS DRIVE TO KINGSWOOD PARKWAY) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
- A. ADOPT RESOLUTION NO. 2021-098 INITIATING PROCEEDINGS FOR THE APPROVAL OF THE ANNEXATION OF TERRITORY (RIVER BOTTOM AREA) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AS ZONE DD, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN SUCH ANNEXATION COMMENCING WITH FISCAL YEAR 2022-2023 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, AND ORDERING THE PREPARATION OF AN ENGINEER’S REPORT IN CONNECTION THEREWITH.
- B. ADOPT RESOLUTION NO. 2021-099 APPROVING THE ENGINEER’S REPORT FOR ZONE DD AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH ANNEXATION COMMENCING WITH FISCAL YEAR 2022-2023
- C. ADOPT RESOLUTION NO. 2021-100 DECLARING THE INTENTION TO ORDER THE APPROVAL OF THE ANNEXATION OF TERRITORY (RIVER BOTTOM AREA) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AS ZONE DD, TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH ANNEXATION COMMENCING WITH FISCAL YEAR 2022-2023 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

–Approved

PUBLIC HEARING

10. CONSIDER THE FOLLOWING ITEMS ASSOCIATED WITH REDEVELOPMENT OF THE SOUTHWEST CORNER OF BUTTONWILLOW AND DINUBA AVENUES:
- A. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2021-001, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2021-12, A FINDING OF NO POSSIBLE EFFECT; AND APPROVING CHANGE OF ZONE APPLICATION NO. 2021-2 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY
- B. ADOPTION OF RESOLUTION NO. 2021-095, ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2021-3, A CATEGORICAL EXEMPTION DATED JULY 15, 2021; APPROVING TENTATIVE PARCEL MAP NO. 2021-1; APPROVING CONDITIONAL USE PERMIT NO.2021-1

REEDLEY CITY COUNCIL MEETING – September 14, 2021

C. ADOPTION OF RESOLUTION NO. 2021-096, APPROVING A FINDING OF PUBLIC CONVENIENCE OR NECESSITY RELATED TO CONDITIONAL USE PERMIT NO. 2021-1

Senior Planner, Ellen Moore gave a presentation regarding the proposed gas station and mini mart will be located on the corner of Buttonwillow and Dinuba Avenues. The 12 gas pumps and 2 diesel pumps will be self-service and open 24 hours. The mini mart would be open on Friday and Saturday until 1:00a.m. and would be serving alcohol until closing. There will be multiple security cameras on the interior and exterior of the location.

Council expressed although they do not mind the minimart being open until 1:00a.m they did not like the idea of alcohol being served after 11:00p.m. All other mini marts in Reedley stop alcohol service at 11:00p.m.

Public Hearing Opened: 7:50 p.m.

Al Solis from Solis Development spoke in support of the approval of the Alcoholic Beverage Control License.

Nassri Jaber the owner of the proposed gas station and mini mart spoke in support of the project. Mr. Jaber stated he owns 2 other stores and stated he would consider stopping the sales of alcohol at 11:00pm if his Alcoholic Beverage Control license is approved.

Ken Vang, from Vang Inc. Consulting Engineers spoke regarding the project coordination and discussed the coordination with Alta Irrigation District regarding the ditch located at the location.

Public Hearing Closed: 8:04 p.m.

Community Development Director, Rob Terry suggested to Council if they wanted to approve the item they could put a contingency of no alcohol service after 11:00p.m.

Council Member Beck moved, Council Member Tuttle seconded to accept, and CONSIDER THE FOLLOWING ITEMS ASSOCIATED WITH REDEVELOPMENT OF THE SOUTHWEST CORNER OF BUTTONWILLOW AND DINUBA AVENUES:

- A. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2021-001, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2021-12, A FINDING OF NO POSSIBLE EFFECT; AND APPROVING CHANGE OF ZONE APPLICATION NO. 2021-2 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY

Motion unanimously **carried**.

Council Member Tuttle moved and added alcohol service will cease from 11:00p.m. to 6:00a.m. Council Member Betancourt seconded to accept, and

- B. ADOPTION OF RESOLUTION NO. 2021-095, ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2021-3, A CATEGORICAL EXEMPTION DATED JULY 15, 2021; APPROVING TENTATIVE PARCEL MAP NO. 2021-1; APPROVING CONDITIONAL USE PERMIT NO.2021-1

Motion unanimously **carried**.

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

- C. ADOPTION OF RESOLUTION NO. 2021-096, APPROVING A FINDING OF PUBLIC CONVENIENCE OR NECESSITY RELATED TO CONDITIONAL USE PERMIT NO. 2021-1

Motion unanimously **carried**.

11. INTRODUCTION AND FIRST READING OF ORDINANCE 2021-003 REPEALING AND REPLACING CHAPTER 1 OF TITLE 4 OF THE REEDLEY MUNICIPAL CODE CONCERNING SOLID WASTE

Public Works Director, Russ Robertson presented on the introduction and first reading of Ordinance No. 2021-003 pertaining to Chapter 1 of Title 4 of the Reedley Municipal Code concerning solid waste. Over the course of the last 5 years, the State of California has passed several solid waste and recycling laws and mandates that cities must comply with. The latest and most comprehensive is Sb1383, which pertains to organics (food waste) recycling mandates for

REEDLEY CITY COUNCIL MEETING – September 14, 2021

all commercial, multi family, and residential customers. SB1383 requires the City to perform public outreach and education, collection services, enforcement for non-compliance and organics waste processing costs. These regulations become effective on January 1, 2022.

Public Hearing Opened: 8:32 p.m.

Public Hearing Closed: 8:32 p.m

Council Member Tuttle moved, Council Member Soleno seconded to accept, and INTRODUCTION AND FIRST READING OF ORDINANCE 2021-003 REPEALING AND REPLACING CHAPTER 1 OF TITLE 4 OF THE REEDLEY MUNICIPAL CODE CONCERNING SOLID WASTE

Motion unanimously **carried**.

- 12. CONDUCT PUBLIC HEARING AND ADOPT RESOLUTION NO. 2021-087 APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT E STREET RECONSTRUCTION PROJECT FROM TENTH STREET TO TWELFTH STREET

City Engineer, Marilu Morales explained a requirement of the Community Development Block Grant application is to conduct a public hearing to select and approve an eligible project for construction. Based on input from community members and the eligibility area of the program staff recommends the E Street reconstruction project from Tenth Street to Twelfth Street be approved. The project will include the full reconstruction on existing pavement and replacement of non ADA compliant curb ramps and driveway approaches within the project limits.

Public Hearing Opened: 8:35 p.m.

Public Hearing Closed: 8:35 p.m

Council Member Tuttle moved, Council Member Soleno seconded to accept, and CONDUCT PUBLIC HEARING AND ADOPT RESOLUTION NO. 2021-087 APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT E STREET RECONSTRUCTION PROJECT FROM TENTH STREET TO TWELFTH STREET

Motion unanimously **carried**.

- 13. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE ANNEXATION OF TRACT 6196 PHASES II AND III (REED AND ASPEN) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1.

- A. ORDER BALLOTS TO BE OPENED AND TABULATE THE BALLOTS FOR ZONE BB

- B. ADOPT RESOLUTION NO. 2021-080 APPROVING THE ANNEXATION OF TERRITORY (TRACT 6196 PHASES II AND III) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO.1 AS ZONE BB, THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN SUCH TERRITORY COMMENCING WITH FISCAL YEAR 2022-2023 AND CONFIRMING A DIAGRAM AND ASSESSMENT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Item was heard previously on August 10, 2021. When the ballot was opened it was not signed. Due to this item was tabled.

City Engineer, Marilu Morales explained that on June 22, 2021 City Council approved resolutions initiating the annexation process, approving the preliminary engineer’s report and declaring the City’s intention to levy and collect annual assessment and setting a public hearing for tonight for the annexation of territory into the City of Reedley Landscaping and Lighting Maintenance District (LLMD) No. 1 as zone BB.

City Manager, Nicole Zieba stated that a ballot was sent to the City of Reedley. This is due to the City owns a ponding basin in the Landscaping Lighting and Maintenance District and due to that the City is allowed to vote.

Yes Votes

DR Horton
City of Reedley

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Council Member Tuttle moved, Council Member Soleno seconded to accept, and ADOPT RESOLUTION NO. 2021-080 APPROVING THE ANNEXATION OF TERRITORY (TRACT 6196 PHASES II AND III) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO.1 AS ZONE BB, THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN SUCH TERRITORY COMMENCING WITH FISCAL YEAR 2022-2023 AND CONFIRMING A DIAGRAM AND ASSESSMENT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE
Motion unanimously **carried**.

RECEIVE INFORMATION & REPORTS

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

14. REEDLEY PLANNING COMMISSION MINUTES OF REGULAR MEETINGS OF MARCH 4, 2021 and JUNE 17, 2021
15. REEDLEY AIRPORT COMMISSION MINUTES OF REGULAR MEETING OF JULY 15, 2021
16. REEDLEY TRAFFIC SAFETY COMMISSION MINUTES OF REGULAR MEETING OF JULY 22, 2021

COUNCIL REPORTS

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

Council Member Soleno:

- Attended the Mid Valley ribbon cutting ceremony.

Mayor Fast:

- Discussed the Immanuel School had a September 11th twenty year tribute which Mayor attended and thanked Fire Department for contributing the large flag on the ladder truck.
- Attended the Reedley Chamber of Commerce event at United Health Center.
- Mentioned the California Cities meeting she attended on Zoom.
- Attended the Reedley College Ag Summit.
- Also attended the Mid Valley ribbon cutting.
- Attended a meeting at School House
- Attended the River City Theater play and stated the kids who were performing did a great job.

STAFF REPORTS

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

City Manager, Nicole Zieba

- Thanked the Christ Lutheran Church of Reedley for doing a community clean up event
- Provided a Covid update.
- Discussed the upcoming the California Health Collaborative youth summit on Zoom
- Mentioned upcoming redistricting process
- Reminded Council of the upcoming League of California Cities Conference.

CLOSED SESSION

19. GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

Public Comment:

None.

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CLOSED SESSION at 8:53 p.m.

Meeting reconvened to OPEN SESSION at 10:00 p.m.

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

ADJOURNMENT

Mayor Fast adjourned the regular meeting at 10:00 p.m.

Mayor Mary Fast

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 3

DATE: September 28, 2021

TITLE: RECOMMENDATION OF REJECTION OF CLAIM – VIADA, ANDREW

SUBMITTED: Amar Bains, Accountant *AB*

REVIEWED: Paul A. Melikian, Assistant City Manager

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

RECOMMENDATION

That the City Council deny a claim received from Andrew Viada on September 01, 2021. The claim has been forwarded to AIMS for investigation.

BACKGROUND

The claimant alleges that on June 24, 2021, a City refuse collection truck ran over the front end of his motorcycle at the Golden Living Nursing Home at 1090 E Dinuba Avenue, and is seeking \$808.33 in damages from the City for repairs to his motorcycle. The claimant alleges that he was riding on E. Dinuba Avenue and turned into the parking lot of Golden Living Center. In the process of entering the parking lot, he made a left turn and for unknown reason collided with the rear of a City refuse collection truck.

The driver of the truck stated that after dumping the refuse bin in the parking lot, he backed up and idled for a few seconds before making a right turn to exit the lot. At that time, a motorcycle drove into the parking lot and went up to the truck claiming that the garbage truck had rolled over his motorcycle with the rear wheel. The two employees in the truck did not see or hear the motorcycle impact, however they noticed the motorcycle skidding to a stop near the rear tires of the refuse truck.

The police officer who responded to this collision was unable to determine fault. Based on the investigation thus far, the City is not found to be liable for the claimant's loss and therefore recommend that the claim be rejected.

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

ATTACHMENTS

1. Letter from Claimant
2. Repair Estimate

CLAIM FORM

CITY OF REEDLEY

(Please Type Or Print)

CLAIM AGAINST City of Reedley
(Name of Entity)

Claimant's name: Andrew Viada

SS#: _____ DOB: _____ Gender: Male Female _____

RECEIVED

Claimant's address: _____

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

Date of incident/accident: 06-24-2021

Date injuries, damages, or losses were discovered: 06-24-2021

Location of incident/accident: 1090 E Dinwa Ave, Reedley 93654

What did entity or employee do to cause this loss, damage, or injury? Garbage Truck ran over my front wheel of motorcycle Police Case # 21-2039
(Use back of this form or separate sheet if necessary to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? Damage to motorcycle front wheel rim possible tire axle and forks
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(b)] \$ 9,000 to replace work to find rims and tires for this

particular motorcycle and for my time to do so and possibly replace forks if forks

How was this amount calculated (please itemize)? are unrepairable. Bike is a rare bike limited in LA in Bay Area and had to shipped.

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

Date Signed: 06-24-21 Signature: [Signature]

If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

Visalia ATV & Motorcycle

2500 E Mineral King
Visalia, CA 93292
559-739-7866

Pick Ticket RECEIVED

Sold To: ANDREW VIADA

Date: 06/25/2021 3:05 PM

CITY OF REEDLEY

SEPI '21 3:51PM

Sold	S/O	Lay	P/U	Part Number	Sup	Description	Ext Price	Bin
1	0	0	0	MISC0		RIM (BLACK)	\$600.00	
1	0	0	0	MISC1		LABOR	\$100.00	
1	0	0	0	TIRE DISMOUNT&MOUNT	GEN	TIRE DISMOUNT	\$45.00	

Subtotal \$745.00

Sales Tax \$63.33

Pick Ticket Total \$808.33

QUOTE FOR FRONT RIM

YEAR: 2021

MAKE: KYMCO

MODEL: K-PIPE

VIN: LC2B3G082LC100292

This is Pick Ticket only. All prices are subject to change.

(This is not an Invoice)



REEDLEY CITY COUNCIL

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

ITEM NO: 4

DATE: September 28, 2021

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE SPECIAL EVENT FACILITY USE AGREEMENT WITH CLOVIS AREA MODELERS (CAM)-ACADEMY OF MODEL AERONAUTICS (AMA) CLUB 5405 (CAM)

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve and authorize City Manager to sign the Special Event Facility Use Agreement with Clovis Area Modelers (CAM)-Academy of Model Aeronautics (AMA) Club 5405 (CAM). This agreement will allow for a Radio-Controlled Model event at the Reedley Municipal Airport.

BACKGROUND

In 2021, CAM hosted the 1st Annual Giant Scale Fly-In Event at the Reedley Municipal Airport. Overall, the event was a success. Weed control was the one area that was a concern, so staff is working with CAM to better prepare the Airport grounds in case of a fire. After meeting with the Fire Chief, staff has decided that disking the property is the best option.

CAM is requesting use of the Reedley Municipal Airport from Wednesday, May 25, 2022 through Sunday, May 29, 2022 for the 2nd Annual Giant Scale Fly-In Event. Wednesday will be used for setup and Sunday will have morning flying and cleanup. The event is open to the public Thursday through Sunday morning.

If approved the event will go through the City of Reedley Special Event process which allows event requests to be reviewed by each City department. The same safety plan which was provided to the Federal Aviation Administration in 2020 will be used.

During the four-day event, there will be coordination with the pilots stationed at the Reedley Airport for takeoffs and landings. Pilots must notify the city at least 24 hours in advance to be added to a flight list that will be monitored by CAM. A NOTAM will be submitted to close the runway during the four-day event to outside traffic.

Hosting an event of this unique nature will bring many people to Reedley and continue to foster the partnership with CAM. This opportunity supports the desire to educate and spark an interest in young people to get involved with aviation.

FISCAL IMPACT

This event will generate Airport revenue in the amount \$1,754. CAM has agreed to pay 50% of the cost to disk the Airport.

PRIOR COMMISSION ACTIONS

The Airport Commission recommended approval for the Special Event Facility use Agreement with Clovis Area Modelers (CAM)-Academy of Model Aeronautics (AMA) Club 5405 (CAM) at the regular scheduled meeting on Thursday, July 15, 2021.

ATTACHMENTS

Special Event Facility Use Agreement with Clovis Area Modelers (CAM)-Academy of Model Aeronautics (AMA) Club 5405 (CAM).

**SPECIAL EVENT FACILITY USE AGREEMENT
CLOVIS AREA MODELERS (CAM) RC CLUB-ACADEMY OF MODEL
AERONAUTICS (AMA) CHARTER CLUB #5405 AS LICENSEE**

THIS AGREEMENT is by and between City of Reedley ("CITY") AND CLOVIS AREA MODELERS RC CLUB (CAM) - ACADEMY OF MODEL AERONAUTICS (AMA) CLUB 5405 ("CAM")

WHEREAS, CITY is the owner and property manager of certain real property at Reedley Municipal Airport.

WHEREAS, CAM seeks to enter and use the Premises for the 2nd Annual Reedley 2022 - Giant Scale Fly-In to promote both the sport of model aviation and aviation in general.

NOW, THEREFORE, CITY and CAM hereby agree as follows:

ARTICLE 1 - GRANT OF LICENSE

1.1 Grant. CITY hereby grants to CAM and to its officers, agents, employees, members, volunteers and subcontractors an exclusive, revocable permission to enter and use the Premises for the purposes, set forth in Article 3, below.

1.2 Condition of Premises. CITY is not aware of any condition in, on, or about the Premises which constitutes a hazard to the safety of any user or which violates any governmental law or ordinance intended to protect human safety. However, CAM is advised that imperfections may exist at the facility and on taxiways and ramp. Other than as set forth above, CAM accepts the Premises "as is." CAM warrants it has inspected the area of the license and found it to be safe and fit for its intended use.

ARTICLE 2 - TERM

The term of this Agreement shall be for four (4) days as agreed to by the CITY.

ARTICLE 3 - USE OF PREMISES

3.1 CAM Uses. CAM shall use the Premises as follows and in Exhibit A:

2nd Annual Reedley 2022 - Giant Scale Fly-In

Wednesday, May 25, 2022 9:00 am. Set up.

Thursday, May 26, 2022 at 12:00pm thru Sunday, May 29, 2022 at 12:00pm. Event.

Monday, May 30, 2022, until 12:00 pm. Breakdown, site clean-up.

ARTICLE 4 - CONSIDERATION

4.1 Consideration. As consideration for its use of the Premises, CAM shall pay an event fee of \$1,754 for use of the area referred to as Reedley Municipal Airport.

4.2 Cleaning Guarantee. CAM agrees to immediately clean up the Premises after the event and pay the cost of any repairs to the Premises required as a result of the scheduled event to the reasonable satisfaction of the Airport Manager, or designated City representative.

4.3 Electricity will not be provided from the Airport. CAM is responsible for providing for participates and event electrical needs.

ARTICLE 5 - INDEMNIFICATION

5.1 Indemnification and Defense. CAM has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, City of Reedley, its City Council, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind of nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury and contractual damages otherwise alleged to be caused to any person or entity including, but not limited to officers, agents, employees, members, volunteers and subcontractors of CAM.

CAM's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts of omissions, willful misconduct or negligent conduct of any kind, on the part of the CAM, its officers, agents, employees, members, volunteers and subcontractors. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of CITY. This duty shall arise at the first claim or allegation of liability against CITY. CAM will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

ARTICLE 6 - INSURANCE

6.1 Insurance. CAM shall 30 days, prior to commencement of operations furnish Certificates of Insurance to the CITY disclosing deductibles or self-insurance retention which will be subject to the approval of CITY. Certificates shall have any special policy endorsements and policy declarations attached that may be required to affect or accomplish the coverages and conditions specified, if not described on the Certificates. CAM shall purchase and maintain in force during the term of this Agreement (or specifically for each scheduled event day) the following policies of insurance:

- A. General Liability insurance with limits of not less than \$1,000,000 per occurrence and an annual aggregate of not less than \$2,000,000. CITY shall be Endorsed onto said insurance policy using ISO form 2026 or a form providing coverage at least as broad as such form. Endorsement shall name as additionally insured; "The City of Reedley." Said policy shall specifically include coverage for motorized sports and racing events by policy form and/or endorsement.
- B. Property insurance against all loss or damage by fire, and any other peril included in the broad form extended coverage endorsement with limits of not less than 100% of the full replacement cost of the property included in the Premises to which this Sublease refers. The policy shall be written on a replacement cost basis.
- C. Other Insurance Provisions. All policies of insurance shall contain wording or be endorsed to include wording as follows: Coverage under this policy shall be primary insurance and not contributing with any insurance maintained by CITY. Coverage shall not be suspended, voided, canceled or non-renewed or have limits reduced without giving CITY not less than 30 days written notice. In addition, such insurance shall be underwritten by insurers with a current A. M. Best's rating of no less than A: VII. CITY Risk Manager or equivalent may waive or alter this requirement.

- D. As a precondition to their licenses, CAM shall provide to CITY certificates of insurance and endorsements therefore, naming; The City of Reedley as additional insureds."
- E. Participant Waivers. CAM agrees to obtain and submit to CITY a properly executed release and waiver of liability agreement on CITY form (see Exhibit B) from each participant in the miniature aircraft show prior to their participation in the event sponsored by CAM.
- F. Day use and Camping. Public day, recreational use, and camping of the premises will be managed by CAM in accordance with the procedures as listed in Exhibit A- Day Use & Camping- Day Recreation and Overnight Use General Rules of Conduct/Use. CAM agrees to obtain and submit to CITY a properly executed release and waiver of liability agreement on CITY form (see Exhibit B) from each participant in the miniature aircraft show day use and overnight camping prior to their participation in the event sponsored by CAM.

6.2 Loss, Damage or Destruction to the Premises CAM assumes all risk of damage or destruction to the Premises due to CAM officers, agents, employees, members, volunteers, participants, subcontractors and/or spectators' negligence.

6.3 Destruction Due to Risk Covered by Insurance If, during the term, the premises are totally or partially destroyed from a risk covered by the insurance described in Section 6.1 above, rendering the Premises totally or partially inaccessible or unusable, CAM shall restore the Premises to substantially the same condition they were in immediately before destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. Such destruction shall not terminate this Agreement. If the existing laws do not permit the restoration, either party may terminate this Agreement immediately by giving written notice to the other party.

6.4 Destruction Due to Risk Not Covered by Insurance If, during the term, the Premises are totally or partially destroyed from a risk not covered by the insurance described in Paragraph 6.1, rendering the Premises totally or partially inaccessible or unusable, CAM shall restore the Premises to substantially the same condition they were in immediately before destruction. Such destruction shall not terminate this Agreement. If the existing laws do not permit the restoration, either party may terminate this Agreement immediately by giving written notice to the other party.

6.5 Waiver of Civil Code Sections. CAM waives the provisions of Civil Code Section 1932(2) and Civil Code Section 1933(4) with the respect to any destruction of the Premises.

6.6 Waiver of Subrogation. CAM and CITY hereby waive any right of recovery against the other as a result of loss or damage to the property of either CAM or CITY when such a loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.

ARTICLE 7 - SAFETY/SECURITY/SUPPORT

7.1 CAM is responsible for its own support functions:

- A. Area Safety and Security (for its own officers, agents, members, volunteers and subcontractors/non-CAM participants, vendors, guests and spectators.)
- B. Access and control of (its own officers, agents, members, volunteers and subcontractors/non-CAM participants, vendors, guests and spectators.)
- C. 100% control of airfield access through main gate as authorized by the Airport Manager.

- D. Trash collection and pick-up.
- E. Restroom facilities.
- F. Direct a halt, "Land all Aircraft", "Knock-it-Off", or other such control instructions/directions during any portion of the event by the Event Director and/or Contest Director.
- G. CAM will designate a person of authority at all times, 24 hours per day for each day of use for the 2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event. Contact information for the designated person must be provided to the CITY.
- H. CAM will be responsible for placing "X" on both ends of the runway indicating a closed runway during the duration of the event.
- I. CAM will assign a person to listen over the radio the entire duration of the event for air traffic and have eyes in the sky watching for air traffic during flights.
- J. Cam will designate a point of contact for pilots with airplanes at the Reedley Airport to contact if they must take off or land during the four days of the event.
- K. CAM will ensure all model aircrafts and equipment are removed from the runway when a general aviation aircraft has been approved to takeoff or land.
- L. Fire Safety-fire lines are required and must be present before the first day of the event. CAM and CITY agree to split the cost between both organizations being financially responsible for 50% of the cost to meet this requirement.

ARTICLE 8 - EVENT COORDINATOR/CONTEST DIRECTOR

- 8.1 CAM acknowledges that the Event Coordinator / Contest Director is responsible for the safety, security, efficiency and control of all activities on the Reedley Municipal Airport.
- A. Direct the location/relocation of any persons or equipment involved in the 2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event.
 - B. Direct a halt, "Land all Aircraft", "Knock-It-Off", or other such control instructions/directions during any portion of the 2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event.

ARTICLE 9 - AIRPORT MANAGER

- A. Approve the site map (see Exhibit C) which identifies the locations for activities and parking related to the 2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event.
- B. Publish applicable Notice to Airman (NOTAMS), (see Exhibit D)
- C. Provide notice to the local tenants about the event and the process to coordinate takeoff and landing during the event dates (see Exhibit E).
- C. Be involved as an observer/overseer to any extent deemed necessary and attend the safety meeting with all participants involved.
- D. Direct a halt, "Halt all Aircraft", "Knock-It-Off", or other such control instructions/directions during any portion of the 2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event.
- E. Airport access keys will be granted to the club.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Dated: _____

City of Reedley

BY: _____
Nicole R. Zieba, City Manager

Dated: _____

CAM - AMA CLUB #5405

BY: _____
Erik LaCour: President of CAM

EXHIBIT A
DAY USE AND OVERNIGHT CAMPING
AT
REEDLEY MUNICIPAL AIRPORT

1. Hours of operation for 2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event are as follows:

Wednesday, May 25, 2022 starting at 9:00am thru Thursday May 26, 2022 ending at 11:59am
Event Set Up
Overnight Camping

Thursday, May 26, 2022
2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event: 12:00pm - 11:59pm. No night flying after 10:00pm.
Overnight Camping

Friday, May 27, 2022
2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event: 8:00am - 11:59pm. No night flying after 10:00pm.
Overnight Camping

Saturday, May 28, 2022
2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event: 8:00am - 11:59pm. No night flying after 10:00pm.
Overnight Camping

Sunday, May 29, 2022
2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event: 8:00am - 11:59am

Sunday, May 29, 2022 starting at 12:00pm thru Monday, May 30, 2022 ending at 11:59am
Event Clean Up
Overnight Camping (Sunday)

2. Day Use & Overnight Camping: CAM is responsible for the following:
- A. Area Safety and Security (for its own officers, agents, members, volunteers and subcontractors/non-CAM participants, vendors, guests and spectators.
 - B. Access and control of (its own officers, agents, members, volunteers and subcontractors/non-CAM participants, vendors, guests and spectators.)
 - C. 100% control of the airfield access through main gate as well as the spectator gate when open as authorized by the Airport Manager.
 - D. Trash collection and pick-up.
 - E. Restroom facilities.

EXHIBIT B
RELEASE AND WAIVE OF LIABILITY AGREEMENT

I, _____ ("Participant"), acknowledge that I have voluntarily applied to participate in the 2nd Annual Reedley 2022 Giant Scale Fun Fly-In Event.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. I UNDERSTAND THAT PHYSICAL ACTIVITY, COMPETITION, OR UNWANTED OR UNEXPECTED CONTACT OF EFFECT. I HAVE INSPECTED THE AREA OF THE EVENT AND FOUND IT TO BE SAFE AND FIT FOR ITS INTENDED PURPOSES.

I verify this statement by placing my initials here: _____
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted to participate in these activities and use the Reedley Municipal Airport premises and facilities, I forever release the City of Reedley, _____ CAM _____ and each of their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (1) my participation in the EVENT, (2) the negligence or other acts, whether directly connected to these activities or not, and however caused, by and Releasees, or (3) the condition of the premises where activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives will not make a claim against, sue or attach the property of any Releasee in connection with any of the matters covered by foregoing release.

Assumption of the Risk and Waiver of Liability Relating to COVID-19

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 by attending the above event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the above program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Reedley and CAM employees, volunteers, and program participants and their families. I understand a self-health check is required each day I am at the event. Social distancing is required at all times. A mask is required when entering and exiting the Airport and when social distancing cannot be achieved.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF, THE City of Reedley, AND _____ CAM _____, AND SIGN IT OF MY OWN FREE WILL.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

Executed at _____, California on _____, 20_____

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

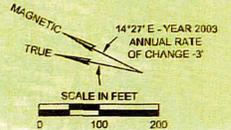
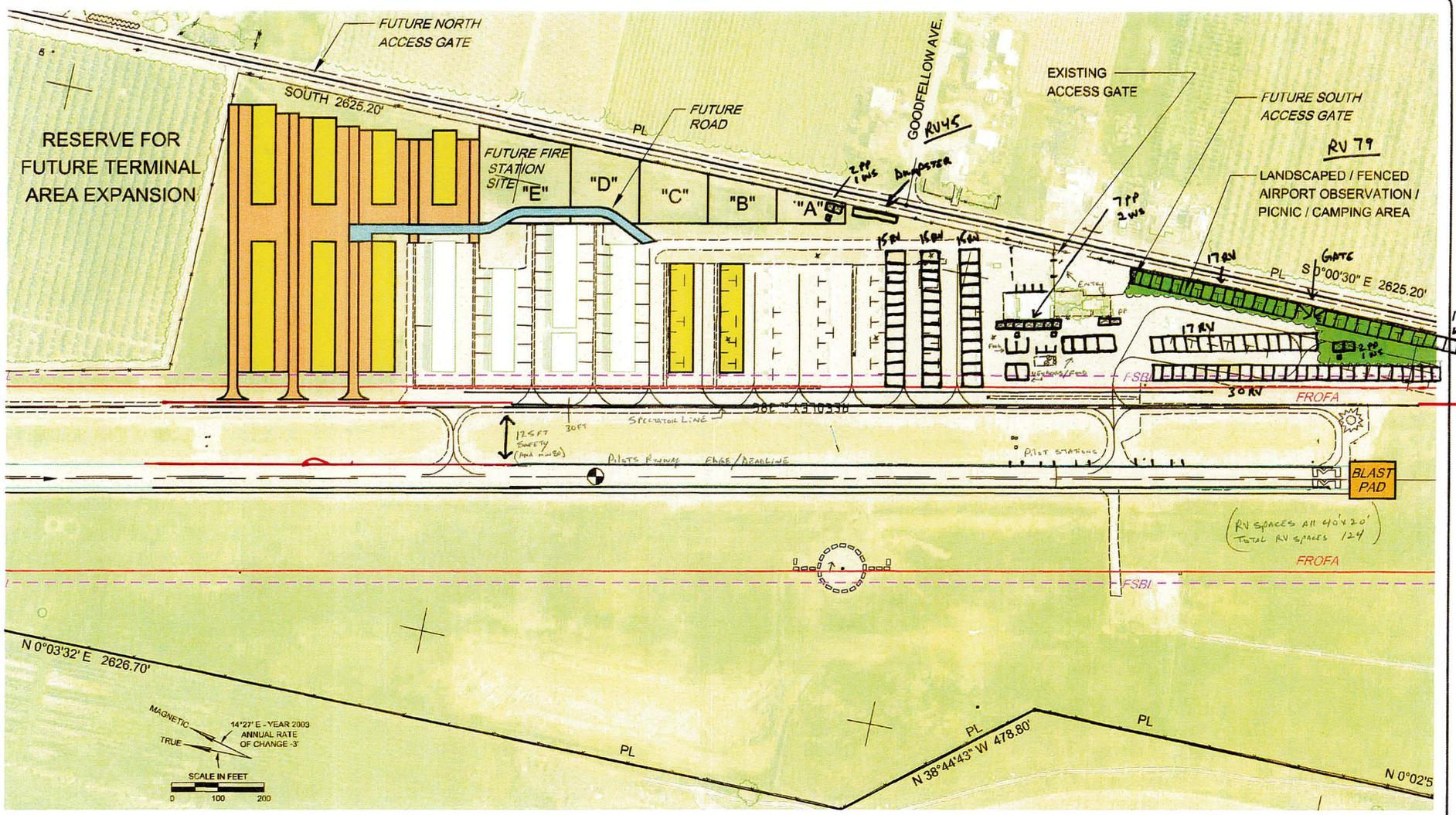
Sign _____
Sign _____

Address: _____
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED

EXHIBIT C
AIRPORT EVENT SITE MAP

This drawing and the design it contains are the property of Waell Engineering Corporation. They are hereby placed on file in the Surveyor's Office and are subject to the Surveyor's review and approval. They are hereby placed on file in the Surveyor's Office and are subject to the Surveyor's review and approval. They are hereby placed on file in the Surveyor's Office and are subject to the Surveyor's review and approval.



LEGEND	
AIRFIELD PAVEMENT	
TERMINAL PAVEMENT	
ROADS & AUTO PARKING	
BUILDINGS	
	FUTURE

WADSELL ENGINEERING CORPORATION

AIRPORT PLANNING · ENGINEERING · MANAGEMENT san francisco bay area



<table border="1"> <tr> <td>DATE</td> <td>BY</td> <td>REVISIONS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		DATE	BY	REVISIONS				REEDLEY MUNICIPAL AIRPORT A CITY OF REEDLEY AVIATION FACILITY REEDLEY CALIFORNIA		DRAWING 3
		DATE	BY	REVISIONS						
TERMINAL AREA DRAWING		OF 4								
TITLE DRAWN DLH	CHECKED DESIGNED RPH	JOB NUMBER 1314	DRAWING NUMBER 1314-37AD	SCALE AS SHOWN	DATE MAR 2003					

EXHIBIT D.
NOTAM

Airport will be closed from May 26 @ 19:00 zulu (12:00pm) through May 29 @ 19:00 zulu (12:00pm) for a Radio-Controlled Modelers Giant Scale Fly-in Event.

EXHIBIT E.

Copy of Reedley Airport Tenant Notification

Important Information-The City of Reedley is working with the Clovis RC Model Club for a Giant Scale Fly-in Event scheduled on Thursday May 26, 2022 at 12:00pm thru Sunday May 29, 2022 at 12:00pm. During the dates of the event the runway will be closed. If a pilot stationed at the Reedley Airport needs to takeoff or land during the event, please notify Kayla.Cheney@reedley.ca.gov at least 24 hours in advance. Your flight will be added to the list which is provided to the club. Pilots must include their first and last name, type of aircraft, hangar or tiedown number they occupy and trail number.

During the dates of the event, to coordinate the takeoff or landing, please contact Erik LaCour at 559 307-4253 who will be on site and call for a "Halt all Aircraft" to open the runway. There will be event staff on site who can also locate him by radio.



REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: September 28, 2021

TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 2021-001, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING CHANGE OF ZONE APPLICATION NO. 2021-2 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY

FROM: Ellen Moore, Senior Planner *EM*
Community Development Department

BY: Rob Terry, AICP, Director *RT*
Community Development Department

APPROVED: Nicole R. Zieba
City Manager *NZ*

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Approve the second reading and adopt Ordinance No. 2021-001, an Ordinance of the City Council of the City of Reedley approving Change of Zone Application No. 2021-2 and authorizing the amendment of the Official Zoning Map of the City of Reedley

EXECUTIVE SUMMARY

Ordinance No. 2021-001 (Change of Zone Application No. 2021-2) pertains to the reclassification of a 2.21 acre parcel (APN 370-070-95) from the MP (Planned Industrial) zone district to the CS (Commercial Service) zone district designation. The proposed Change of Zone Application is consistent with the subject property's 2030 General Plan Service Commercial Planned Land Use Designation.

On September 14, 2021, the introduction of Ordinance No. 2021-001 was presented to the City Council and the Council unanimously voted in favor of the proposed ordinance.

PROJECT DESCRIPTION/BACKGROUND

The subject property is located on the southwest corner of South Buttonwillow Avenue and East Dinuba Avenue and contains an existing building formerly owned and operated by Frontier California Inc., otherwise known as Frontier Communications. The property was transferred to the current owners on September 21, 2020 and in 2021 the owner's representatives submitted various land use entitlements, including Change of Zone Application No. 2021-2 (Ordinance No. 2021-001), which pertains to the reclassification of the 2.21 acre parcel (APN 370-070-95) from the MP (Planned Industrial) zone district to the CS (Commercial Service) zone district designation. The proposed Change of Zone Application is consistent with the subject property's 2030 General Plan Service Commercial Planned Land Use Designation.

On September 14, 2021, the introduction of Ordinance No. 2021-001 was presented to the City Council and the Council unanimously voted in favor of the proposed ordinance. This agenda's action would formerly approve the second reading and adopt Ordinance No. 2021-001.

COMMITTEE/COMMISSION REVIEW/ACTIONS

The Reedley Planning Commission recommended approval of Change of Zone Application No. 2021-2 (Ordinance No. 2021-001) at a regular meeting on July 15, 2021 via Resolution 2021-10.

ATTACHMENTS

1. Ordinance No. 2021-001, an Ordinance of the City Council of the City of Reedley approving Change of Zone Application No. 2021-2 and authorizing the amendment of the Official Zoning Map of the City of Reedley

ORDINANCE NO. 2021-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING CHANGE OF ZONE APPLICATION NO. 2021-2 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY

WHEREAS, Change of Zone Application No. 2021-2 pertains to an approximately 2.21-acre property located at 1625 East Dinuba Avenue (APN: 370-070-95), located on the southeast corner of Buttonwillow Avenue and Dinuba Avenue; and

WHEREAS, Change of Zone Application No. 2021-2 pertains to the reclassification of the subject property from the MP (*Planned Industrial*) zone district to the CS (*Commercial Service*) zone district designation; and

WHEREAS, the Reedley General Plan Update 2030 designates the subject properties with a Service Commercial Land Use Designation; and

WHEREAS, the change of zone application is consistent with the overall guiding land use principles described in the General Plan Update 2030, Land Use Element, and specific Land Use Element goals and policies, which when applied, further support the zone district reclassification; and

WHEREAS, the proposed zoning designation identified in Change of Zone Application No. 2021-2, CS (*Commercial Service*), is consistent with the GPU Planned Land Use and Zoning District Consistency Matrix; and

WHEREAS, Change of Zone Application No. 2021-2 is consistent with the Reedley Municipal Code, Title 10, Zoning Regulations, Chapter 3 (Zoning District and Map) and Chapter 22 (Amendments); and

WHEREAS, On February 25, 2014, the City Council certified the Final Environmental Impact Report (SCH No. 2010031106), which was prepared for the proposed General Plan 2030 Update (GPA No. 2012-02) pursuant to the California Environmental Quality Act; and

WHEREAS, The City as the lead agency, through Environmental Assessment No. 2021-12, has determined that Change of Zone Application 2021-2 would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Change of Zone Application No. 2021-2 pursuant to Section 15162 and Sections 15168(c)(2).

WHEREAS, the City of Reedley Planning Commission, at the regular meeting on July 15, 2021, held a public hearing, received a written staff report, invited public comment, independently deliberated, and recommended that the City Council of the City of Reedley approve Change of Zone Application No. 2021-2 by adopting Ordinance No. 2021-001; and

WHEREAS, the City Council of the City of Reedley, at the regular meeting on September 14, 2021, held a public hearing, received a written staff report, invited public comment, and independently deliberated.

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

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

Section 2. The City Council of the City of Reedley FINDS that no new environmental document is required for this project, pursuant to Section 15162 and Section 15168(c)(2) of the CEQA Guidelines; and

Section 3. The City Council FINDS that Change of Zone Application No. 2021-2 is consistent with the Reedley General Plan Update 2030; and

Section 4. The City Council FINDS that Change of Zone Application No. 2021-2 is consistent with the Reedley Municipal Code, Title 10, Zoning Regulations, Chapter 3 (Zoning District and Map) and Chapter 22 (Amendments); and

Section 5. The City Council hereby APPROVES Change of Zone Application No. 2021-2 and incorporates the changes reflected therein into the zoning law and map of the City of Reedley, as reflected on Exhibit A; and

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

Section 7. The City Clerk is hereby directed to cause a summary of this ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again within fifteen (15) days after its adoption.

Section 8. This Ordinance does not need to be codified because there is no text in the Municipal Code that needs to be revised; and

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

ATTEST:

I hereby certify that the foregoing Ordinance No. 2021-001 was introduced and given first reading by title only at a regular meeting of the City Council of the City of Reedley held on September 14, 2021, and was thereafter duly adopted at a regular meeting of said City Council held on September 28, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary L. Fast, Mayor
City of Reedley

ATTEST:

Ruthie Greenwood, City Clerk
City of Reedley

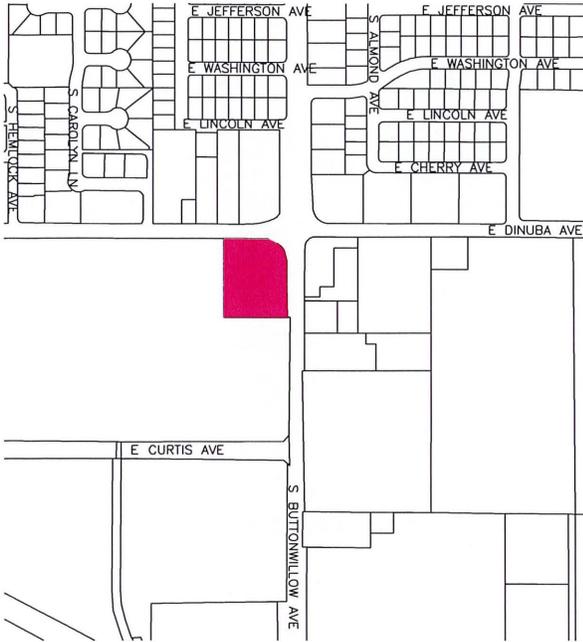
Attachment:

Exhibit A: Map of affected parcel related to Change of Zone Application No. 2021-2

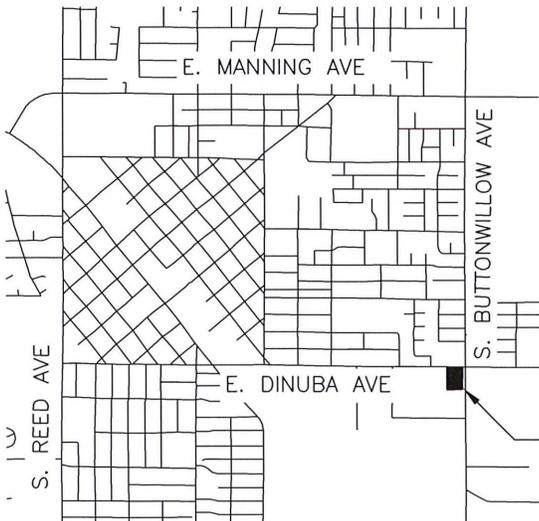
CITY OF REEDLEY REZONE APPLICATION NO. 2021-02 EXHIBIT "A"

**PROJECT INFORMATION: APN(S): 370-090-95
TOTAL ACREAGE: 2.21 ACRES**

**EXISTING ZONING DESIGNATION:
(MP)-PLANNED INDUSTRIAL**



**PROPOSED ZONING DESIGNATION:
(CS)-SERVICE COMMERCIAL**



VICINITY MAP

NOT TO SCALE

LEGEND

- PLANNED INDUSTRIAL
- SERVICE COMMERCIAL



NOT IN SCALE



VICE
VANG INC. CONSULTING ENGINEERS

**REEDLEY GAS STATION
REZONE EXHIBIT
DINUBA & BUTTONWILLOW**

DATE: 4/9/2021
PROJECT: 20-063

FIGURE
1



REEDLEY CITY COUNCIL

- Consent
 Regular Item
 Workshop
 Closed Session
 Public Hearing

ITEM NO: 6

DATE: September 28, 2021

TITLE: SECOND READING AND ADOPTION OF ORDINANCE 2021-003
REPEALING AND REPLACING CHAPTER 1 OF TITLE 4 OF THE
REEDLEY MUNICIPAL CODE CONCERNING SOLID WASTE

SUBMITTED: Russ Robertson, Public Works Director *RR*

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

RECOMMENDATION

Staff recommends that the City Council approve the second reading and adoption of Ordinance No. 2021-003, pertaining to Chapter 1 of Title 4 of the Reedley Municipal Code concerning solid waste regulations and requirements.

BACKGROUND

Over the course of the last five years the State of California has passed several solid waste recycling laws and mandates that Cities must comply with. The latest and most comprehensive of these mandates is SB1383, which pertains to organics (food waste) recycling mandates for all commercial, multi family, and residential customers. SB1383 requires the City to perform public outreach and education, collection services, enforcement for non-compliance, and organics waste processing costs. These regulations become effective on January 1, 2022. The regulations will place significant and new burdens upon both the residential and commercial hauling of organic waste as well as extensive administration, and reporting requirements on the City. A presentation was provided to the City Council and the public regarding the requirements of SB1383 on November 10, 2020 at a regularly scheduled City Council meeting.

SB1383 will also have significant impacts on the City's operations and responsibilities. As part of the State mandate, Cities must adopt specific language in their ordinances that pertain to the following requirements:

- Regulations for Organic Waste Generators

- Requirements for Haulers and Facility Operators
- Edible Food Waste Program
- Requirements for Food Recovery Organizations and Services
- Self-Hauler Requirements
- Inspections and Investigations by the City
- Enforcement Measures

The State also requires the monitoring and reporting of all solid waste tonnage that is generated and hauled from the City of Reedley. The new ordinance language includes permitting requirements for self-haulers and those haulers that have continuation rights to provide roll-off services so that City staff can properly track waste materials and tonnages.

PRIOR COUNCIL ACTIONS

A Public Hearing on the introduction and first reading of Ordinance 2021-003 was held at a regularly scheduled City Council meeting on September 14, 2021.

FISCAL IMPACT

Funding required for programs and reporting requirements of SB1383 were included in the City's current solid waste franchise agreement.

ATTACHMENTS

1. Ordinance No. 2021-003, An Ordinance of the City Council of the City of Reedley Repealing and Replacing Chapter 1 of Title 4 of the Reedley Municipal Code concerning Solid Waste.

ORDINANCE NO. 2021-003

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY
REPEALING AND REPLACING CHAPTER 1 OF TITLE 4 OF THE REEDLEY
MUNICIPAL CODE CONCERNING SOLID WASTE**

The City Council of the City of Reedley does ordain as follows:

SECTION 1. Chapter 1 of Title 4 of the Reedley Municipal Code is hereby repealed in its entirety and replaced with the following:

**Title 4
HEALTH AND SANITATION**

**Chapter 1
SOLID WASTE**

- 4-1-1: DEFINITIONS**
- 4-1-2: MANDATORY SERVICE**
- 4-1-3: RATES FOR COLLECTION**
- 4-1-4: REGULATIONS**
- 4-1-5: RESIDENTIAL ORGANIC WASTE GENERATORS**
- 4-1-6: COMMERCIAL ORGANIC WASTE GENERATORS**
- 4-1-7: DE MINIMIS WAIVERS**
- 4-1-8: REQUIREMENTS FOR HAULER AND FACILITY OPERATORS**
- 4-1-9: COMMERCIAL EDIBLE FOOD GENERATORS**
- 4-1-10: REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES**
- 4-1-11: SELF-HAULER REQUIREMENTS**
- 4-1-12: TEMPORARY SERVICES**
- 4-1-13: INSPECTIONS AND INVESTIGATIONS BY CITY**
- 4-1-14: ENFORCEMENT**

4-1-1: DEFINITIONS

For the purposes of this chapter, certain words and phrases used herein are defined as follows:

- (a) “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (b) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

(c) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

(d) “City” means City of Reedley

(e) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

(f) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(g) “Compliance Review” means a review of records by a Jurisdiction to determine compliance with this ordinance.

(h) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

(i) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

(j) “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for composability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

(k) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

(l) “C&D” means construction and demolition debris.

(m) “Designee” means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

(n) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

(o) “Enforcement Action” means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(p) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, household hazardous waste, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Jurisdiction and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Jurisdictions, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Jurisdiction, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

(q) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(r) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

(s) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(t) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

(u) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(v) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

(w) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

(x) “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

(y) “Food Waste” means Food Scraps and Food-Soiled Paper.

(z) “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.

(aa) “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

(bb) “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

(cc) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(dd) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the Jurisdiction’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

(ee) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

(ff) “Inspection” means a site visit where a Jurisdiction reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

(gg) “Jurisdiction” means City of Reedley.

(hh) “Jurisdiction Authority” means the City Manager, Public Works Director, Code Enforcement Officer, or other executive in charge or their authorized Designee(s) who is/are partially or wholly responsible for enforcing the ordinance.

(ii) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

(jj) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

(kk) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(ll) [Definition Removed]

(mm) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include

hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

(nn) “MWELo” refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7.

(oo) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

(pp) “Non-Local Entity” means entities that are not subject to the Jurisdiction’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

(qq) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

(rr) “Notice Of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

(ss) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(tt) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(uu) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(vv) “Printing And Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

(ww) “Prohibited Container Contaminants”

(1) Three-container or three-plus-container collection service (Blue Container, Green Container, and Gray Containers): “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction’s Green Container; (iii) discarded materials placed

in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Jurisdiction's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

(xx) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

(yy) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(zz) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(aaa) "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.

(bbb) "Regional or County Agency Public Works Director" means a regional or county agency Public Works Director, designated by the Jurisdiction with responsibility for enforcing the ordinance in conjunction or consultation with Jurisdiction Public Works Director.

(ccc) "Remote Monitoring" means the use of the internet and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

(ddd) "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

(eee) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(fff) "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

(ggg) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(hhh) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(iii) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste, or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(jjj) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

(kkk) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(lll) “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

(mmm) [Definition Removed]

(nnn) “Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Recyclable Materials, carpets, Non-Compostable Paper, and textiles.

(ooo) “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables.

(ppp) “State” means the State of California.

(qqq) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(rrr) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(sss) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(ttt) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

4-1-2: MANDATORY SERVICE

(a) It shall be mandatory for every occupied property within the city to receive solid waste disposal service provided by the city or the city's authorized contractor.

(b) The accumulation, collection, removal of solid waste shall be controlled by the city for the protection of the public health, safety, and welfare and to contribute toward the diminution of air pollution in the city. The city council finds that to give practical effect, a comprehensive system for the periodic collection, removal and disposal of refuse from all premises in the city is essential and benefits all occupants of premises in the city, and therefore, all such occupants are made liable for refuse collection requirements and charges established by the city council for the collection and disposal of solid waste, and each person occupying, owning, controlling and maintaining any premises in the city shall pay at least the minimum rate established for service, regardless of amounts or types of waste generated.

(c) All solid waste disposal services shall be provided by the city’s contracted hauler except as follows:

1. Solid waste disposal of construction and demolition debris may be collected and removed from premises within the city by self-haulers authorized and licensed by the city. Yard waste may be collected and transported to an authorized recycling facility by landscapers permitted and licensed by the city.

2. The public works department may establish operating rules and reporting requirements for all haulers authorized by this section.

4-1-3: RATES FOR COLLECTION

(a) Establishment Of Rates: For the service of collecting and disposal of regular garbage and yard waste as herein referred to, but not including dead animals or refuse from the construction or demolition or alteration of buildings, the rates to be charged by the city or any contractor to whom a contract is awarded by the city for such purpose shall be established by resolution of the city council.

(b) Prorating Charges For Disposal Service: The monthly rate shall be charged against any and all property or premises as specified in this chapter until the Administrative Services department

has been notified by the owner or occupant to terminate disposal service. Charges for any fractional part of a month may be prorated using policies adopted by the Administrative Services department.

(d) Fees; Due Dates; Billing: All fees provided for in this chapter shall be due and payable in advance. Bills for the removal of regular garbage and yard waste shall be rendered at least once a month, and the whole thereof shall be payable as provided in the laws regulating the collection of utility fees in the city. When such bills are not paid, they shall become delinquent after the sixth day of the month in which event the solid waste service provided for by this chapter may be subject to immediate discontinuance without further notice. In addition, thereto, the city may sue in the civil courts for the collections of such fees. (Ord. 94-020, 9-27-1994; amd. Ord. 2019-009, 12-10-2019)

4-1-4: REGULATIONS

(a) Scavenging: It shall be unlawful for any person other than the franchise hauler or other authorized person(s) to remove from any curb, alley, street, designated pick-up location, or any storage area or container, any separated salvageable commodity. It shall also be unlawful for any person to disturb or tamper with any container, bin, or container containing salvageable material, or the contents thereof, or to remove any such container, bin, or container from the location where the same was placed by the owner of said container or bin.

(b) No person shall burn any solid waste, hazardous waste, or infectious waste within the City without having obtained a written permit to do so from the City and the San Joaquin Valley Air Pollution Control District. It shall be unlawful for any person to place live or hot coals or ashes or other burning matter in any solid waste container set out for collection.

(c) It shall be unlawful and a public nuisance for any person to keep, maintain or handle garbage or garbage containers in such manner as to be offensive or odoriferous or to be a producer of vermin.

(d) Special arrangements must be made and permits issued by the county, State of California, and federal agencies for the disposal of any of the following items: Ammunition; explosives; industrial waste; chemicals; infectious, hazardous and radioactive waste; acids; drugs; medicines; human feces; unwrapped animal feces; and items which are too large for the collection equipment or which may damage the collection machinery such as large pieces of metal, machine parts, logs and tree stumps.

(e) For any type of solid waste collection in the City, it is unlawful for any person to use the services offered by a person, service, or enterprise that has not obtained all the required permits or agreements from the City pursuant to this chapter.

(f) It is unlawful for any person, contractor, or solid waste enterprise to place solid waste collection containers on public property without the appropriate City permit or agreement. For the first violation of this subsection, the City may impound container(s) of non-permitted persons, contractors, or solid waste enterprises forty-eight (48) hours after such container(s) are observed by the City or the City's agent. For the second violation of this subsection, the City may impound containers of non-permitted persons, contractors or solid waste enterprises previously noticed or

impounded twenty-four (24) hours after such container(s) are observed the City or the City's agent. Any subsequent violations may be subject to immediate confiscation.

4-1-5: RESIDENTIAL ORGANIC WASTE GENERATORS

Generators that are persons residing in single-family homes or multi-family properties of 4 units or less are considered Residential Organic Waste Generators for the purposes of this chapter. Residential Organic Waste Generators shall comply with the following requirements:

1. Subscribe to Organic Waste collection services provided through the City of Reedley's franchised hauler.
2. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
3. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

4-1-6: COMMERCIAL ORGANIC WASTE GENERATORS

Generators that are Commercial Businesses, including Multi-Family properties of five (5) units or more, must arrange for the recurring collection and recycling of solid waste as follows:

1. Subscribe to collection services provided by a City franchisee. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.
2. Participate in Organic Waste, Non-Organic recyclables, and/or other solid waste collection services provided by franchisee in order to comply with State law. Participation includes placing designated materials in designated containers. Commercial businesses not subscribing to such service with a franchisee, shall make available to the City: (1) acceptable proof that a recycling program and/or organic waste recycling program is in place; (2) that program(s) includes all materials that require diversion under State law; and (3) that the Generator provides the City with the program provider's name, contact information, and the volume or weight of recyclable organic and or non-organic materials collected on a quarterly or annual basis, in the form and format required by the City.
3. Supply and allow access to an adequate number, size, and location of collection containers with sufficient labels or colors to conform to the collection programs subscribed to through the franchisee or otherwise.
4. Commercial Businesses, excluding Multi-Family dwellings, shall provide containers for the collection of organic waste and source separated recyclable materials in all indoor and outdoor

areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

a. A body or lid that conforms with the container colors provided through the collection service provided by the franchisee; or

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

5. Commercial Businesses, excluding Multi-Family dwellings, shall, to the extent practical through education, training, inspection and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the franchisee's collection service.

6. Commercial Businesses, excluding Multi-Family dwellings, shall periodically inspect containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

7. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of discarded materials.

8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to place designated materials in designated containers, the location of designated containers, and the associated rules governing their use at each property.

9. Provide or arrange access for City or its agent to their properties during all inspections required to confirm compliance with the requirements of this ordinance.

10. If a Commercial Business wants to self-haul, it must meet the Self-Hauler requirements in Section 4-1-11 of this ordinance.

11. Nothing in this chapter prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

12. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 4-1-9.

13. On or after September 15, 2020, a business that generates two (2) cubic yards or more per week of commercial solid waste, as defined in Public Resources Code section 42649.1, per week, shall arrange for recycling services specifically for organic waste.

14. Commercial Businesses, including Multi-Family dwellings, that subscribe to landscaper services shall provide to the City all information required to determine if these collections satisfy SB 1383 requirements, in the form and format required by the City.

15. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

4-1-7: DE MINIMIS WAIVERS

Waivers for physical de minimis volumes, physical space limitations, and/or collection frequency may be granted by the City if the following conditions are met:

a. De Minimis Waivers may be granted to a Commercial Business, at the City's sole discretion. Such action would waive some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application or complete a City-provided form specifying the services that they are requesting a waiver from.

2. Provide documentation that either:

a. The Commercial Business' total Solid Waste Collection service is two cubic yards or more per week and Organic waste subject to collection in a Green Container comprises less than 20 gallons per week per applicable container of the businesses total waste; or,

b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Green or Blue Container comprises less than 10 gallons per week per applicable container of the business' total waste.

c. Notify City if circumstances change such that Commercial Business' Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

d. Provide written verification of eligibility for de minimis waiver every 5 years if City has approved de minimis waiver.

b. Physical Space Waivers may be provided to waive a Commercial Business' or property owner's obligations (including Multi-Family dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste

collection requirements of this chapter. A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to City that it is still eligible for physical space waiver every five years, if the City has approved the application for a physical space waiver.

4-1-8: REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS

- a. Franchised haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its permit conditions and/or franchise agreement.
- b. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
- c. Community Composting operators, upon Jurisdiction request, shall provide information to the Jurisdiction to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the Jurisdiction shall respond within 60 days.

4-1-9: COMMERCIAL EDIBLE FOOD GENERATORS:

Requirements for Commercial Edible Food Generators:

- a. Tier One Commercial Edible Food Generators must comply with the requirements of this chapter commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- b. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- c. Commercial Edible Food Generators shall comply with the following requirements:
 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 2. Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or (ii) acceptance of

the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

4. Allow Jurisdiction's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

6. No later than February 1st of each year commencing no later than calendar year 2022 for Tier One Commercial Edible Food Generators and calendar year 2024 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City in the form and format established by the Public Works Director.

d. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

4-1-10: REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the Jurisdiction it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 1 of the following year.

(d) Food Recovery Capacity Planning

(1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County or City, Food Recovery Services and Food Recovery Organizations operating in the Jurisdiction shall

provide information and consultation to the Jurisdiction, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the Jurisdiction shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the Jurisdiction.

4-1-11 : SELF-HAULER REQUIREMENTS

- a. Self-Haulers shall source separate all recyclable materials and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2 or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- b. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- c. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 1. Delivery receipts and weight tickets from the entity accepting the waste.
 2. The amount of material in cubic yards or tons transported by the generator to each entity.
 3. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- d. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected to the City if requested.
- e. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information to the City.
- f. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) must apply for and receive all required permits. Contractor self-haul permit applicants must comply with CALGreen requirements and provide per-project forms, as required by the Public Works Director, and subsequently submit all waste disposal and diversion tickets associated with their project(s) at the time prescribed. Failure to submit both the required form and all associated weight tickets shall subject the permittee to an administrative penalty as outlined in Section 4-1-14.

4-1-12:TEMPORARY SERVICES

Beginning April 27, 2021, the City's franchisee shall have exclusive rights to provide temporary trash services, including bin and roll-off services within the City limits at rates approved by the City Council. Temporary Service Providers, including haulers, and providers of temporary services, including bins, roll-offs, and any and all temporary trash receptacles may not provide such services within the City's limits with the following exceptions:

Temporary service providers that possessed a valid City of Reedley business license when the City's franchise agreement was executed (April 27, 2021) shall have continuation rights to provide temporary roll-off services for a period of five (5) years from the date of the franchise agreement execution. Service providers that qualify will be required to follow permitting requirements as stated in this chapter. At the completion of the five (5) year period, only the franchisee shall have rights to provide such services within the City's limits.

1. Permits and Agreements

(a) No person, contractor, or solid waste enterprise shall charge a fee or accept any form of compensation to collect any solid waste, organic waste, recyclables, hazardous waste, or infectious waste within the City limits without first applying for and receiving all required permits and/or entering into any agreement(s) required by the City to perform such services. In addition to the permits and agreements required under this chapter, the applicant must obtain a business license prior to doing business within the City, and a separate permit for the setting of containers within the City right-of-way.

(b) The City shall develop and implement a procedure for evaluating the performance of any and all permittees operating under the provisions of this chapter. Permitted haulers shall submit reports on their hauling activity, as required by the Public Works Director or designee. These reports shall be submitted in the format and frequency established by the Public Works Director. Failure to provide said reports, by their established due date, may result in the hauler's permit being revoked by the City as provided in Section 3 of this Chapter. Failure to meet minimum diversion rates may result in the revocation of the permit as provided in Section 3 of this Chapter. A franchisee shall have specific requirements and evaluation of their performance governed by the terms of the agreement. At the discretion of the Public Works Director or Code Enforcement Officer, the City reserves the right to utilize other means of enforcement described within the City Municipal Code.

(c) Any person, contractor or solid waste enterprise who is issued a permit or agreement pursuant to this chapter shall comply with all of the regulations in this chapter including, but not limited to, the source reduction and recycling provisions.

(d) Any person, contractor or solid waste enterprise that meets the qualifications set forth in Section 4-1-12 and desires to provide temporary and non-recurring for-hire hauling must first obtain a permit from the City to remove or convey any solid waste, hazardous waste or infectious waste within the City's limits from any commercial business or residential unit(s), shall sign and file an application with the City and pay a permit application fee established by resolution of the City Council. To the extent permitted by law, the information submitted in the application shall be kept confidential.

(e) Each permit application shall be filed with the Public Works Department and shall include the following information:

1. The name and address of the applicant.
2. The number and type of vehicles to be used by the applicant.
3. Additional information, as established by the Public Works Director, to assist the City's administration and oversight authority as established by state law.
4. For hazardous waste and infectious waste, written proof that the person or solid waste enterprise has obtained all necessary permits from the county, State of California, and federal agencies for the collection of such waste and has insurance coverage for the transport and disposal of such waste.

2. Issuance or Denial Permits and Agreements.

(a) When an application has been made to the City for a permit pursuant to this chapter, it shall be the duty of the Public Works Director to consider the matter; and he or she shall have the right to grant, condition or deny the permit request. No permit granted pursuant to this chapter shall limit the right of the City to grant an exclusive or nonexclusive franchise for solid waste handling services in the City. A permit issued under this chapter shall not grant the permittee rights under California Public Resources Code section 49520, where at the time the permit is granted the permittee did not have a right to continue service under such section.

(b) Agreements for the provision of recurring services by solid waste enterprises shall be established and executed at the City's discretion and for a term of the City's choosing.

3. Revocation of Permit

(a) In the event that any person, contractor or solid waste enterprise holding a permit to collect solid waste, hazardous waste, or infectious waste within the City from any commercial business or residential unit(s), violates any of the conditions of such permit, the provisions of this chapter, or any other ordinance, statute, or regulation relating to the collection, storage, or disposal of solid waste, hazardous waste, or infectious waste, or collects such solid waste in an unlawful, improper, or unsanitary manner, the Public Works Director may revoke such permit issued to such person, contractor, or solid waste enterprise as provided by this section.

(b) The Public Works Director may revoke a permit by issuing a written order to the permittee and the order shall state the grounds for such revocation, and that if proof of compliance is not provided to the Public Works Director within thirty (30) calendar days from the date of the written order, the permit will be revoked forty-five (45) calendar days from the date the written order was mailed. The order shall be mailed by certified mail to the permittee. The Public Works Director may adopt regulations to implement the provisions of this section.

(c) If a franchisee fails to comply with agreement terms, the provisions of this chapter, or any other ordinance, statute, or regulation relating to the collection, storage, or disposal of solid waste, hazardous waste, or infectious waste, or collects such solid waste in an unlawful, improper, or unsanitary manner, the Public Works Director may utilize remedies established in the franchise agreement to cure such violations and defaults in addition to any other remedy provided by law.

(d) If a permittee or franchise agreement is revoked, no permit or franchise may be thereafter granted to such entity to collect solid waste, hazardous waste, or infectious waste in the City until such time as the permittee or franchisee can first establish to the City its ability to comply with the provisions of this chapter.

4. Equipment Requirements

(a) Vehicles used by the permittee for solid waste handling services shall be approved by the Public Works Director or designee and shall be in safe and operable condition. Vehicles shall be painted with the firm name on each side at a minimum of three (3) inch-high letters. No materials shall leak, fall, or be spilled from any such vehicle or bin attached thereto. Vehicles shall be equipped with shovels and brooms to clean up spillage. Equipment bodies shall be of metal and watertight. Vehicles must pass City approved inspections and meet applicable air quality and vehicle emissions standards. Truck bodies shall be closed when used to transport solid waste, hazardous waste, or infectious waste contents to places of disposal or separation for recycling. Vehicles shall be operated in such a manner as to minimize their exterior noise levels in the City. Vehicles must conform to the California Vehicle Code and all other applicable laws and are subject to inspection at any time by the City or the California Highway Patrol or other law enforcement agencies.

(b) Containers to be used by industrial and commercial units and multifamily units not utilizing curbside service shall be provided by the permittee or franchisee. Containers shall have the name and the phone number of the permittee or franchisee clearly visible on two (2) sides in letters not less than three (3) inches in height. Containers shall be of a design and size to contain all the contents therein in such manner as to promote sanitary and healthy conditions. The owner of such containers shall maintain them in a safe and sanitary condition. The director shall have the authority to approve new containers at any time.

(c) All permittees and franchisees shall maintain their containers to present a well-kept appearance and ensure that the container area is left clean of debris and refuse after pickup or delivery. Users shall be responsible for the cleanliness of the containers and sanitary conditions of the surrounding area between services.

5. Insurance And Bonds

(a) The permittee and franchisee shall at all times keep fully insured, at his or her own expense, all persons employed by him or her in connection with the contract or permit workers' compensation insurance as required by the State of California, and shall hold the City free and harmless from all liabilities that may arise by reason of the injuries to any employee of the permittee or franchisee who is injured while performing any work or labor necessary to carry out the provisions of a contract or permit. The permittee or franchisee, during the life of the permit or

agreement, shall keep on file with the City clerk evidence that the permittee is fully and properly insured as required by state law.

(b) The permittee and/or franchisee shall agree to in a format approved by the City attorney and thereafter indemnify the City, its officers, employees and contractors against, and hold the City, its officers and employees, harmless from, any claims asserted against the permittee on account of the negligence of the permittee/franchisee or its employees, by employees of the permittee/franchisee or by third parties, arising out of personal injuries or property damage, including hazardous material cleanup costs and penalties, suffered by any such persons on account of the operations of the permittee hereunder. The permittee and/or franchisee shall provide and maintain in effect, bodily injury, property damage and environmental liability insurance with limits in an amount approved by the City attorney and as set forth in the permit granted. The permittee and/or franchisee shall have the City, its officials and employees named as an additional insured under each of the aforementioned policies, and such policies shall be endorsed to require thirty (30) days written notice to the City prior to any cancellation thereof. The permittee and/or franchisee shall furnish to the City certificates evidencing that the insurance required hereunder is in effect and such certificates shall be in a form approved by the City's risk management office.

(c) Solid waste enterprises operating under an agreement shall comply with the insurance and bonds requirements as established in their agreements.

4-1-13: INSPECTIONS AND INVESTIGATIONS BY CITY

a. City representatives and/or its designated entity are authorized to conduct inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section itself does not allow City staff or the City's designated officials to enter the interior of a private residential property for inspection unless otherwise authorized to do so. For the purposes of inspecting Commercial Business containers for compliance with this section, the City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to this section.

b. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in Civil citations and any of the other penalties included in this Chapter.

c. Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

d. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

e. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

4-1-14: ENFORCEMENT

(a) Violation of any provision of this chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the City Public Works Director, City Code Enforcement Officer, or representative. Enforcement Actions under this chapter include but are not limited to issuance of a civil citation and assessment of a fine pursuant to Title 1 Chapter 4 of the Reedley Municipal Code. Any violation of this chapter may also be enforced pursuant to any other remedy at law or in equity.

1. Responsible Entity for Enforcement

A. Enforcement pursuant to this ordinance may be undertaken by the City Public Works Director, City Code Enforcement Officer, or a County Agency Public Official, if so designated.

B. City Public Works Director will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

4. City Public Works Director may issue Notices of Violation(s).

(b) Process for Enforcement.

1. City Public Works Director and/or Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 4-1-13 establishes City's right to conduct Inspections and investigations.

2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.

3. City may issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City may commence an action to impose penalties, via an Civil citation and fine as set forth herein.

a. Civil Penalty Amounts for Types of Violations. The amount of civil penalties for each violation shall be as adopted by resolution of the City Council that is consistent with the applicable requirements prescribed in Government Code Sections 53069.4, 25132, and 36900.

(c) Education Period for Non-Compliance.

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(d) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the Jurisdiction determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and if necessary, take Enforcement Action consistent with violations of the City of Reedley Municipal Code. At the discretion of the Public Works Director, the City may also use the other remedies available within the Reedley Municipal Code.

(e) Compliance Deadline Extension Considerations

The Jurisdiction may extend the compliance deadlines set forth in this chapter if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

SECTION 2. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 3. The City Clerk is directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City of Reedley, within fifteen (15) days after its adoption. If a summary of the ordinance is published,

the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing ordinance was introduced at a regular meeting of the City Council held on September 14, 2021, and was adopted at a regular meeting of said Council held on September 28, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: September 28, 2021

TITLE: APPROVE THE FOLLOWING ACTIONS ASSOCIATED WITH THE AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) AT THE REEDLEY MUNICIPAL AIRPORT:

- A) ADOPT RESOLUTION NO. 2021-089 AMENDING THE 2021-22 ADOPTED BUDGET APPROPRIATING \$128,414 IN THE AIRPORT ENTERPRISE FUND TO REPLACE THE AWOS
- B) APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO AVCOM AWOS INSPECTIONS, VERIFICATIONS, AND MAINTENANCE SERVICE AGREEMENT
- C) APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE RSINET SERVICE AGREEMENT/SERVICE ORDER FOR AWOS COMMUNICATION SERVICES

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve the following actions associated with the Automated Weather Observing System (AWOS) at the Reedley Municipal Airport: A) Adopt Resolution No. 2021-089 amending the 2021-22 Adopted Budget appropriating \$128,414 in the Airport Enterprise fund to cover the cost to replace the existing AWOS; B) Approve and authorize the City Manager to execute the First Amendment to AVCOM AWOS Inspections, Verification, and Maintenance Service Agreement; and C) Approve and authorize the City Manager to execute the RSINet Service Agreement/Service Order for AWOS communications services.

BACKGROUND

An Automated Weather Observing System (AWOS) is a fully configurable airport weather system that provides continuous, real-time information and reports on airport weather conditions. The reports provided by the system are available to pilots via phone, radio or internet. This important information is what pilots use to plan their flights and prepare for the weather conditions they are flying into. The current AWOS at the Reedley Municipal Airport was installed in 2009. At the time of purchase, there was only one Federal Aviation Administration (FAA) approved system on the market, from All Weather, Inc. This system is outdated and no longer supported when parts fail. At this point, the system at Reedley Municipal Airport is transmitting in a limited capacity with no phone option available for weather information.

Staff researched options for a full replacement of the existing AWOS and there are now two vendors on the market which have received the FAA approval; All Weather, Inc. and Mesotech International, Inc.

(Mesotech), who supplies a comparable option. All Weather, Inc. has a long history of supplying AWOS to general aviation airports. Mesotech has a long performance history of providing AWOS to the United States military and smaller airports overseas. In June 2020, Mesotech received the FAA certification to provide AWOS to general aviation airports in the United States. Staff called references for both systems and looked into their performance reviews. Both companies provide systems that essentially do the same thing; however, the price of the Mesotech system came in just under \$40,000 less than a comparable system from All Weather, Inc. After meeting with the Reedley Airport Commission on this project in August 2021, the commissioners are recommending that staff move forward with the replacement AWOS from Mesotech.

AWOS Maintenance

Since 2013, AVCOM has serviced the AWOS at the Reedley Municipal Airport. When the AWOS was originally installed in 2009, All Weather Inc. serviced the machine; however, in 2013 this changed to AVCOM because they were able to provide the same service at a more feasible rate. The FAA requires three verification and inspections done on the AWOS annually. AVCOM also takes care any mechanical problems with the AWOS outside of the scheduled inspections. All this information has to be reported to the FAA which AVCOM handles for the City. AVCOM has been a pleasure to work with and staff would like to amend the existing agreement with AVCOM to service the new AWOS.

AWOS Communication Services

RSINet is an FAA approved electronic data delivery network designed to provide non-federally owned AWOS reports to the FAA's National Airspace Data Interchange Network (NADIN). The weather information for Reedley Municipal Airport is forwarded to air traffic control facilities and the National Weather Service for further dissemination to local weather offices, flight planning offices, weather data services and the general public. The RSINet Service Agreement provides the equipment needed for the AWOS to be NADIN compatible and ensure the weather information is reported to NADIN. This service is offered through Mesotech or All Weather, Inc. but at a higher rate. Many airports use RSINet for this service as it is a more feasible option.

FISCAL IMPACT

The cost of the Mesotech AWA-30 PT System is \$128,414 which includes a 10% contingency. The unallocated fund balance in the Airport Enterprise Fund will be reduced by the cost of this project.

The required FAA verifications and inspections will cost \$2,724 annually. All other service requests will come from the City and the cost for these requests are identified in the First Amendment to AWOS Inspections, Verification, and Maintenance Service Agreement. The service agreement with RSINet will cost \$720 annually to transmit the weather information at the Reedley Municipal Airport onto NADIN. AWOS maintenance and communication services costs were included in the 2021-22 City Adopted Budget.

PRIOR COMMISSION ACTIONS

On August 26, 2021, the Airport Commission recommended City staff move forward with the purchase of the Mesotech AWA-30PT System. The Commissioners shared the disappointment in the lifespan received with the All Weather, Inc. system.

ATTACHMENT

1. Budget Amendment Resolution 2021-089
2. First Amendment to AWOS Inspections, Verification, and Maintenance Service Agreement
3. AVCOM AWOS Inspections, Verification, and Maintenance Service Agreement
4. RSINet Service Agreement/Service Order

**BUDGET AMENDMENT
RESOLUTION 2021-089**

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

SECTION I - ADDITIONS

Account Number	Account Description	Amount
041-4730.6882	Automated Weather Observing System	128,414
Total		\$ 128,414

Purpose: Appropriation of funds to cover the cost to replace the existing Automated Weather Observing System which has reached the end of its life. Project budget includes a 10% contingency.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
041-2710	Unallocated Fund Balance	\$ 128,414
Total		\$ 128,414

Impact: The unallocated fund balance in the Municipal Airport Enterprise fund will be reduced by the cost of this project. Due to the significant cost of this project relative to the Airport budget, staff will evaluate available options during the FY 2022-23 budget process to address the impact, including, but not limited to, recommending one-time transfers from other eligible and available City funding sources.

REVIEWED:

 9/14/21

Assistant City Manager

RECOMMENDED:



City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 28, 2021, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

APPROVED:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

FIRST AMENDMENT TO AWOS INSPECTIONS, VERIFICATION, AND MAINTENANCE SERVICES AGREEMENT

This First Amendment to AWOS INSPECTIONS, VERIFICATION, AND MAINTENANCE SERVICES AGREEMENT (“First Amendment”) is entered into by and between the City of Reedley (“CITY”) and AVCOM Company (“CONTRACTOR”), and is effective as of October 1, 2021 (“Effective Date”).

WHEREAS, CITY and CONTRACTOR entered into that certain AWOS INSPECTIONS, VERIFICATION, AND MAINTENANCE SERVICES AGREEMENT dated February 01, 2013 (“Agreement”) which is incorporated herein by reference and is attached to this amendment; and

WHEREAS, the term of the lease expired on February 01, 2016; however, the services provided by CONTRACTOR continued at the same terms and conditions with no interruption to service; and

WHEREAS, CITY and CONTRACTOR desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in view of the above recitals, and in consideration for the mutual promises set forth herein, CITY and CONTRACTOR agree that the Agreement shall be amended as follows:

1. Section of the Agreement, entitled “TERM,” is hereby amended to read in its entirety as follows:

TERM.

This contract shall commence on October 1, 2021 or the last date of signature, whichever date is the later, and will terminate on September 30, 2022, unless sooner terminated or further extended per this contract.

2. Section of the Agreement, entitled “SCOPE,” is hereby amended to read in its entirety as follows:

SCOPE.

CONTRACTOR shall provide complete inspections, verifications, and maintenance services per normal requirements of the equipment manufacture and the Federal Aviation Administration (FAA) for the AWOS installed at 032.

3. Section of the Agreement, entitled “TECHNICAL AND OPERATIONAL CONDITIONS,” Specific items listed below are amended to read in its entirety as follows:

TECHNICAL AND OPERATIONAL CONDITIONS.

A. The 032 AWOS is an FAA AWOS-IIPT. The CITY has all necessary Federal Communications Commission (FCC) licenses (VHF & UHF) for the O32 AWOS.
E. CONTRACTOR will normally respond to all maintenance, requested site visits, and verification requirements for the AWOS during normal business days and hours from Southern California and/or Washington State. All after hour responses will be at sole request of the CITY.

J. CONTRACTOR will schedule the O32 annual inspection and the two (2) tri-annual inspections with its' normal service trips to the area.

L. CONTRACTOR will perform all scheduled work items 1 & 2 (see below) per the applicable manufactures Maintenance Manual and FAA Advisory Circular 150/5220-16 E or later version.

M. CITY will perform as a minimum, monthly inspections of the AWOS and cleaning of all optical sensors and additionally as necessary and/ or required per the applicable manufactures Maintenance Manual and FAA Advisory Circular 150/5220-16 E or later version.

N. Should CONTRACTOR on an inspection, find the O32 AWOS-IIPT not be up to normal maintenance standards as defined in item "L" above and/ or not in good working order then Items 4,8, 9, & 10 below shall apply to restore the system to normal standards.

4. Section of the Agreement entitled "CONFIGURATION CHANGES/MODIFICATIONS," is hereby amended to the Agreement read in its entirety as follows:

CONFIGURATION CHANGES/MODIFICATIONS.

From time to time the FAA and/or the equipment manufacture may determine that modifications or configuration changes are necessary. The CONTRACTOR, in accordance with this contract, shall make all modifications or configurations changes as required at labor rates for non-scheduled work per this contract.

5. Section of the Agreement entitled "PAYMENTS," Specific items listed below are hereby amended to the Agreement read in its entirety as follows:

PAYMENT.

RATES FOR SCHEDULED WORK:

O32 AWOS

1. FAA annual verification and inspection (includes transportation charge). The transportation charge does not include any overnight lodging, vehicle rental*, and meals, which will be charged as required, per Item 10 below (1 required per Year)-----\$986.00 each.
2. Tri-annual verification and inspection (includes transportation charge). The transportation charge does not include any overnight lodging, vehicle rental*, and meals, which will be charged as required, per Item 10 below (2 required per Year) -----\$869.00 each.

* Any vehicle rental required for movement of personnel, equipment, & materials to and from aircraft tie down and AWOS will be charged at Contractor cost and will be in addition to included transportation charge.

RATES FOR NON-SCHEDULED WORK:

O32 AWOS

4. Maintenance and/ or additional requirement to be present at the site (callout during normal business days, Monday – Friday from 0800 - 1700 Hrs.-----\$75.00 per hour at site.
5. Maintenance and/or additional requirement to be present at the site (callout during nights, 1701 - 0759 Hrs. and weekends-----\$95.00 per hour at site.

6. Transportation charge for any unscheduled maintenance and/ or additional requirement to be present at the site (not a part of any scheduled work such as annual or tri-annual inspections and/ or verifications) shall be \$1,605.00 per trip if from Washington State or \$753.00 per trip if from Southern California. Transportation charge does not include any overnight lodging, vehicle*, and meals, which will be charged as required per Item 10 below

*Any vehicle rental required for movement of personnel, equipment, & materials to and from aircraft tie down and AWOS will be charged at Contractor cost and will be in addition to included transportation charge.

7. At CONTRACTOR’s option, local contractor (s)based in Southern California (Los Angeles Area) may be used for non-scheduled maintenance work. These contractors will travel by ground means to the site and a travel charge of \$55.00 per hour will apply plus any RON charges per Item 10 below will apply.

9. Restoration and return to service from a failure of the O32 AWOS is subject to the availability of loaner equipment, replacement equipment, boards, and parts from the manufacture or other sources. CONTRACTOR will expedite this process as best as possible.

15. Shop, bench, and/ or office assistance support time considered above and beyond normal contract requirements-----\$75.00 per hour.

16. Clerical, shipping, and/ or office work requested-----\$65.00 per hour.

17. Management, engineering or technical assistance and/ or consulting services for upgrades, changes to equipment and/ or relocation of equipment-----\$90.00 per hour

PAYMENT TERMS AND INVOICING PROCEDURES:

Monthly Invoicing, Net 30. Late charge of 3.5% or \$50.00, whichever is the greater, shall apply to any outstanding invoice over 30 days old. All Invoicing shall be paperless sent via e-mail utilizing .pdf files.

The following person and/or City department shall be the designated contact for receipt of invoices on behalf of the City:

Airport Manager sarah.reid@reedley.ca.gov and Accounts.Payable@reedley.ca.gov

6. Section of the Agreement entitled “CONTRACT EXTENSION,” is hereby amended to the Agreement read in its entirety as follows:

CONTRACT EXTENSION.

The Contract will automatically extend for two (2) additional one (1) year period(s) of October 01, 2023 to September 30, 2024 and October 01, 2024 to September 30, 2025, for a total contract period not to exceed three (3) years at the stated rates above as long as aviation 100LL or the equivalent fuel, costs remain at or below \$6.00 per gallon. Should aviation fuel costs exceed \$6.00 per gallon for year two and/ or year three, then the additional cost above \$6.00 per gallon, multiplied by the quantity of fuel used in gallons, per trip, will be added to the invoice to the CITY per trip. Any modification, or extension(s) beyond the total contract period shall be by formal written amendment and executed by the parties hereto, thirty (30) days prior to any termination date.

7. Section of the Agreement entitled “NOTICES,” Specific items listed below are hereby amended to the Agreement read in its entirety as follows:

NOTICES.

CITY: City of Reedley
Attn: Airport Manager
Community Services Department
100 N. East Avenue
Reedley, CA 93654
559 637-4203 Office Telephone Number
559 637-7253 FAX Number
Sarah.reid@reedley.ca.gov

8. Section of the Agreement entitled “ INSURANCE AND INDEMNIFICATION REQUIREMENTS” is hereby added to the Agreement read in its entirety as follows:

INDEMNIFICATION REQUIREMENTS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for CONTRACTOR Services, to the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend, and hold harmless the CITY and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of CONTRACTOR, its officers, agents, employees, or subcontractor (or any Agency or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by CONTRACTOR or by any individual or Agency for which CONTRACTOR is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONTRACTOR.

INSURANCE REQUIREMENTS

Commercial General Liability

a. CONTRACTOR 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. CONTRACTOR general liability policies shall be primary and shall not seek contribution from the CITY’s coverage. 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 CONTRACTOR shall not affect coverage provided the CITY.

c. Coverage shall state that CONTRACTOR 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.

Business Automobile Liability

CONTRACTOR 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.

9. All Other Terms Remain in Effect. Except as otherwise expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect and shall be interpreted so as to give full force and effect to this First Amendment.

IN WITNESS WHEREOF, CITY AND CONTRACTOR have executed this First Amendment as of the Effective Date set forth above.

Attest:
CITY:
By: Nicole Zieba, City Manager

By CONTRACTOR shall not
AVCOM:
By: William F. Kelsey, Owner

ATTEST:
By: Ruthie Greenwood, City Clerk

AVCOM



AVCOM COMPANY
P.O. BOX 1849
FRIDAY HARBOR, WA 98250-1849
360-378-7054
360-378-1673 FAX

AWOS INSPECTION, VERIFICATION, AND MAINTENANCE SERVICES AGREEMENT

THIS CONTRACT entered into between City of Reedley, thereafter called City and AVCOM Company (AVCOM) thereafter called Contractor.

WHEREAS, The City requires the services of a Contractor qualified to provide Automatic Weather Observing System (AWOS) inspection, verification, and maintenance services at the Reedley Municipal Airport (O32), located in Reedley, California.

WHEREAS, Contractor is qualified and willing to provide such services; and the Federal Aviation Administration (FAA) will provide written verification authority for the O32 AWOS.

WHEREAS, Contractor is registered Washington State Business, License No. 602397253, and is allowed to perform work at California State airports.

WHEREAS, pursuant to the verbal request for services from the Contractor by the City.

NOW, THEREFORE, the parties hereto agree as follows:

TERM

This Contract shall commence on February 01, 2013 or the last date of signature, whichever date is the later, and will terminate on January 31, 2014, unless sooner terminated or further extended per this contract.

SCOPE

Contractor shall provide complete inspections, verification, and maintenance services per normal requirements of the equipment manufacture and the Federal Aviation Administration (FAA) for the All Weather Inc. (AWI) Series 900 AWOS installed at O32.

TECHNICAL AND OPERATIONAL CONDITIONS:

- A. The O32 AWOS is an FAA AWOS-IIIPT, and is an AWI Series 900 System, with no spare components, boards and/ or parts on site. The City has all necessary Federal Communications Commission (FCC) licenses (VHF & UHF) for the O32 AWOS.
- B. The O32 AWOS system is located on the airfield property and is within reasonable walking distance from the aircraft tie down area or ground transportation (rental vehicle) is available or will be provided by the City for movement of Contractor personnel and/ or equipment.
- C. All portions of the equipment (WX sensors, reporting, recording equipment, transmitters, and such equipment) are accessible at O32 and all necessary keys, access cards, permits and building entry access will be provided to Contractor. Any required escort and/ or access will be provided for Contractor personnel by the City.
- D. City will provide tie down space for Contractor's aircraft while on site.
- E. Contractor will normally respond to all maintenance, requested site visits, and verification requirements for the AWOS during normal business days and hours from Washington State. All after hour responses will be at sole request of the City.

*2/20/13 emailed to: Carl Smith
Joel
2/20/13 faxed to AVCOM*

- F. Any and all obstruction lighting associated with the AWOS, which may include WX sensor equipment, towers, and/ or antennas, are NOT part of this Contract.
- G. Any additional spares, components, specialized test equipment and fixtures and parts that are not provided at the site by the City are subject to availability and procurement from the manufacture or other sources. Service restoration will be subject to and vary according to availability, procurement, delivery and installation necessary for such spares, components, and parts.
- H. The City will provide Contractor authority to both issue and cancel any and all necessary FAA NOTAMS associated only with the operation of the before mentioned equipment described in the Scope of this Contract, the AWOS.
- I. Contractor will possess specific verification authority issued by the FAA for the O32 AWOS.
- J. Contractor will schedule the O32 annual inspection and the two (2) tri-annual inspections formerly known as quarterly inspections, with its' normal service trips to the area.
- K. Contractor will provide at no cost to the City, over the telephone and/ or e-mail assistance to personnel present on site, such as airport operations person(s), to resolve abnormal issues, failures, etc. and where possible to effect, repairs and/ or temporary work around repairs, or gain initial failure diagnosis.
- L. Contractor will perform all scheduled work items 1 & 2 (see below) per the applicable AWI Maintenance Manual and FAA Advisory Circular 150/5220-16D or later version.
- M. City will perform as a minimum, monthly inspections of the AWOS and cleaning of all optical sensors and additionally as necessary and/ or required per the applicable AWI Maintenance Manual and FAA Advisory Circular 150/5220-16D or later version.
- N. Should AVCOM, on the initial inspection, find the O32 AWOS-IIIPT not be up to normal maintenance standards as defined in item "L" above and/ or not in good working order then Items 4,8, 9, & 10 below shall apply to restore the system to normal standards.

CONFIGURATUION CHANGES/ MODIFICATIONS

From time to time the FAA and/ or the equipment manufacture (AWI) may determine that modifications or configuration changes are necessary. The Contractor, in accordance with this Contract, shall make all modifications or configuration changes as required at labor rates for non-scheduled work per this contract.

PAYMENT

In consideration of the services in this Agreement, the City agrees to pay Contractor as follows:

RATES FOR SCHEDULED WORK:

O32 AWOS

1. FAA annual verification and inspection (includes transportation charge). The transportation charge does not include any overnight lodging, vehicle rental*, and meals, which will be charged as required, per Item 10 below (1 required per Year)-----\$897.00 each.
2. Tri-annual verification and inspection (includes transportation charge). The transportation charge does not include any overnight lodging, vehicle rental*, and meals, which will be charged as required, per Item 10 below (2 required per Year) -----\$790.00 each.

* Any vehicle rental required for movement of personnel, equipment, & materials to and from aircraft tie down and AWOS will be charged at Contractor cost and will be in addition to included transportation charge.

3. Any consumable materials or supplies utilized, components, boards, and/ or parts replaced with verification and inspections will be invoiced to the City at Contractor's cost plus a 15% handling charge.

RATES FOR NON-SCHEDULED WORK:

O32 AWOS

4. Maintenance and/ or additional requirement to be present at the site (callout during normal business days, Monday – Friday from 0800 - 1700 Hrs.-----\$65.00 per hour at site.
5. Maintenance and/or additional requirement to be present at the site (callout during nights, 1701 – 0759 Hrs. and weekends-----\$85.00 per hour at site.
6. Transportation charge for any unscheduled maintenance and/ or additional requirement to be present at the site (not a part of any scheduled work such as annual or tri-annual inspections and/ or verifications) shall be \$1,478.00 per trip if from Washington State or \$703.00 per trip if from Southern California. Transportation charge does not include any overnight lodging, vehicle*, and meals, which will be charged as required per Item 10 below
 - * Any vehicle rental required for movement of personnel, equipment, & materials to and from aircraft tie down and AWOS will be charged at Contractor cost and will be in addition to the transportation charge.
7. At Contractor's option, local contractor(s) based in Southern California (Los Angeles area) may be used for non-scheduled maintenance work. These contractors will travel by ground means to the site and a travel charge of \$50.00 per hour will apply plus any RON charges per Item 10 below will apply.
8. All normal maintenance components, boards, and/ or parts will be invoiced to the City at Contractor's cost plus a 15% handling charge. Any configuration changes, modifications, and/ or upgrades components, boards, and/ or parts will be quoted at the time of consideration and will reflect one time, stand alone pricing.
9. Restoration and return to service from a failure of the O32 AWOS is subject to the availability of loaner equipment, replacement equipment, boards, and parts from the manufacture AWI or other sources. Contractor will expedite this process as best as possible.
10. Remain over night (RON). Should any maintenance trip and/ or additional requirement to be present at the site require the technician to remain at O32 over night then all normal expenses (lodging, meals, and local transportation) would be considered directly reimbursable and invoiced at cost, to the City. Any stand alone trip for maintenance, for safety reasons, will be conducted during daytime only.
11. Contractor will normally respond to all maintenance, requested site visits, and verification requirements to be on site via general aviation aircraft based in WA, however depending on Contractors location at the time, response could be from other locations. At Contractor's discretion other available transportation means may be utilized.
12. Emergency transportation. Should an emergency requirement for system restoration be required by the City and normal contract transportation is not available or viable then commercial air carrier means and/ or ground vehicles will be utilized. All normal expenses for commercial air carrier (including excess baggage) and/ or rental vehicles that exceed Item 6 above will be considered directly reimbursable and invoiced at cost, to the City.
13. During normal site visits should parts and materials be required that are not considered to be normal maintenance items carried by the Contractor and are available locally, the City will provide ground transportation and/ or procurement to local supplier(s).
14. Contractor will provide at no cost to the City, over the telephone and/ or e-mail assistance with personnel present on site, such as an airport operations person(s), to resolve abnormal issues, failures, etc. and where possible to effect, repairs and/ or temporary work around repairs, or gain initial failure diagnosis.
15. Shop, bench, and/ or office assistance support time considered above and beyond normal contract requirements-----\$65.00 per hour.
16. Clerical, shipping, and/ or office work requested-----\$60.00 per hour.
17. Management, engineering or technical assistance and/ or consulting services for upgrades, changes to equipment and/ or relocation of equipment-----\$80.00 per hour.
18. Configuration changes, modifications, and/ or upgrades. From time to time the FAA and/ or the equipment manufacture may determine that configuration changes, modifications and/ or upgrades are necessary. Any configuration changes, modifications, and/ or upgrades

components, boards, and/ or parts will be quoted at the time of consideration and will reflect one time, stand alone pricing.

PAYMENT TERMS AND INVOICING PROCEEDURES:

Monthly Invoicing, Net 30. Late charge of 3.5% or \$50.00, which ever is the greater, shall apply to any outstanding invoice over 30 days old. All Invoicing shall be paperless sent via e-mail utilizing .pdf files. The following person shall be the designated contact for receipt of invoices on behalf of the City:

Denise Phariss	Administrative Assistant
Printed Name	Title
<u>denise.phariss@reedley.ca.gov</u>	
e-mail address	

CONTRACT EXTENSION

The Contract will automatically extended for two (2) additional one (1) year period(s) of February 01, 2014 to January 31, 2015 and February 01, 2015 to January 31, 2016, for a total contract period to not exceed three (3) years from initial commencement, at the stated rates above as long as aviation 100LL or the equivalent fuel, costs remain at or below \$6.00 per gallon. Should aviation fuel costs exceed \$6.00 per gallon for year two and/ or year three, then the additional cost above \$6.00 per gallon, multiplied by the quantity of fuel used in gallons, per trip, will be added to the invoice to the City per trip. Any modification, or extension(s) beyond the total contract period shall be by formal written amendment and executed by the parties hereto, thirty (30) days prior to any termination date.

TERMINATION

Either party may terminate this Contract at any time by serving upon the other forty five (45) days advance written notice of such intent to terminate. Should the City choose to terminate the contract any and all outstanding payments for services rendered, prior to the date of termination, shall be paid to the Contractor.

NOTICES

Any notice required or permitted to be given under this Contract shall be in writing and shall be served in person, via certified USPO mail, via signature required means by commercial carriers (Fedex or UPS) or via electronic means with acknowledged receipt, upon the other party as follows:

City:

City of Reedley	
Attn: <u>Joel Glick</u>	<u>Airport Manager</u>
Printed Name	Title
<u>Community Services Department</u>	
<u>100 N. East Avenue</u>	
Address	
Reedley, CA 93654	
<u>559 -637 - 4203</u>	Office Telephone Number
<u>559 -637 - 7253</u>	FAX Number
<u>joel.glick@reedley.ca.gov</u>	
e-mail address	

Contractor:

AVCOM Company
Attn: William F. Kelsey, Owner
P.O. Box 1849
Friday Harbor, WA 98250-1849
360-378-7054
360-378-1673 FAX
wfkelsey@avcomco.com

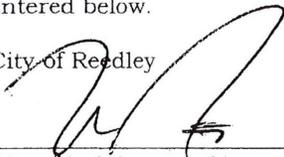
AVCOM Company
Attn: William F. Kelsey
345 Cessna Ave.
Friday Harbor, WA 98250

ENTIRE CONTRACT

This document constitutes the entire Contract between the parties and shall not be modified, amended, altered or changed except through a written amendment, signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date(s) entered below.

City of Reedley



City Administrator Signature

Nicole Zieba
Printed Name

City Manager
Title

1/24/13
Date

CONTRACTOR:



AVCOM Company

William F. Kelsey, Owner

January 27, 2013



Remote Systems Integration PO Box 1260 Millington, TN 38083 (800) 261-1774

RSINet Service Agreement / Service Order

This agreement is entered into by the "Customer" and RSINet subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

- **DESCRIPTION OF SERVICE:** RSINet is an FAA approved electronic data delivery network designed to provide non-federally owned Automated Weather Observations System (AWOS) reports to the FAA's National Airspace Data Interchange Network (NADIN) for forwarding to air traffic control facilities and the National Weather Service for further dissemination to local weather offices, flight planning offices, weather data services and the general public. These reports will be forwarded at 20 minute intervals 24 hours a day as specified by the FAA.
- **TERM OF AGREEMENT:** This agreement shall become effective on the 'start date', and shall remain in effect for the period specified. The agreement will automatically renew for a one year term on each subsequent anniversary date unless 60 days notification is given by either party that the contract will not be renewed or needs to be updated.
- **INSTALLATION AND STARTUP:** Once the startup fee (if any) has been received, the RSINet hardware will be shipped to the customer. In most cases, the hardware can be easily installed by the customer or the AWOS maintenance technician. In certain cases, there may be additional hardware such as outside antennas necessary for reliable service. For new sites, start of service will be dependent upon the FAA and National Weather Service database update schedules, which may result in an up to 60 day delay.
- **CHARGES:** Charges for RSINet service will be billed each quarter for the previous 3 months of service unless yearly billing is requested. All invoices are Net 30 days. Customer is responsible for any federal, state, or local taxes. Service may be suspended for non-payment without notice. If service is suspended for non-payment, charges will continue until the equipment is returned.

- **CUSTOMER RESPONSIBILITY:** It is the responsibility of the AWOS owner to ensure that the AWOS unit is equipped to provide properly formatted METAR weather reports at 5 minute intervals to the RSINet network interface. On-site maintenance and troubleshooting of the interface and external antenna system is the responsibility of the customer or AWOS technician. RSINet will provide any needed telephone support or replacement components only.
- **WARRANTY:** The RSINet Network hardware is warranted for the lifetime of the RSINet contract. If it fails, RSINet will replace it at no charge. This warranty excludes lightning, abuse, unauthorized modification or adjustment, removal of the SIM card or any other component of the Interface or use with any antenna or power supply other than those provided with the unit or subsequently by RSINet, or connection of the device to any other device than the AWOS for which it was originally delivered. Failed components must be returned to RSINet in a timely manner to avoid charges for the equipment.
- **NETWORK RELIABILITY – LIMITATIONS:** The RSINet network relies upon a number of separate third party systems not directly under the control of RSINet. These can include any number of Internet Service Providers (ISP's), wireless data carriers, the Federal Aviation Administration, and others. Because of the technical nature of the internet, RSI cannot control the various carriers and systems that handle data from the AWOS site to the datacenter. Therefore, RSINet makes no warranty as to the reliability of the service, except that outages will be responded to immediately and restoral efforts will be made on a priority basis and good faith effort at all times.
- **HARDWARE:** The RSINet Network interface device and all associated hardware remains the property of RSINet and must be returned at the conclusion of this service agreement.
- This agreement is covered under the laws of the State of Tennessee unless otherwise stated. This contract is transferrable upon sale or transfer of RSINet, LLC.

Pricing: (per site)

Startup: Hardware, installation and setup \$ N/C
Service: Monthly service, billed quarterly \$ 60.00

Requested start date: _____ Term (circle one) 1year 2year 3 year

Required Site Specific Information:

Billing E-mail Address: _____

Airport e-mail (if different) _____

Airport contact name and phone _____

Shipping Address (include phone): _____

ATTN: _____

Billing Address: _____

ATTN: _____

Airport Site ID(s): _____

AWOS manufacturer: _____

AWOS technician name and phone number _____

RSINet:

Customer:



Name: Thomas Nichols

Title: Owner

Date:



REEDLEY CITY COUNCIL

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

ITEM NO: 8

DATE: September 28, 2021

TITLE: APPROVE THE FOLLOWING ACTIONS FOR THE AFTER SCHOOL PROGRAMS AT WASHINGTON AND T L REED:

- A) RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AMENDMENT 1 TO THE MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) AND THE CITY OF REEDLEY.
- B) ADOPT RESOLUTION 2021-090 AMENDING THE 2021-22 ADOPTED BUDGET APPROPRIATING \$108,277 IN THE GENERAL FUND FOR PART TIME SALARIES, BENEFITS AND ADMINISTRATIVE COSTS.

SUBMITTED: Sarah Reid
Community Services Director

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Approve the following actions for the After School Programs at Washington and T L Reed: 1) Ratify the authorization for City Manager to execute Amendment 1 to the Memorandum of Understanding with Kings Canyon Unified School District (KCUSD) and the City of Reedley, and 2) Adopt Resolution 2021-090 amending the 2021-22 Adopted Budget appropriating \$108,277 in the General Fund for part time salaries, benefits and administrative costs.

BACKGROUND

KCUSD approached the After School Program service providers, which are the City of Reedley and Community Youth Ministries, and requested a lowering of the staff to student ratio. Currently the ratio is 20 students to 1 employee. The request was to reduce the ratio to 16 students to 1 employee. This will provide smaller groups of students for staff to work with allowing more time to work with individual students. The desire of the district is that anyone who wants to attend the After School Program will have a spot. Because of these two requests

KCUSD is providing more funding to increase the number of staff in each After School Program.

FISCAL IMPACT

The attached Budget Amendment requests \$108,277 in appropriations, in the General Fund, for part time staff salaries, benefits and administrative costs.

PRIOR COUNCIL ACTIONS

On April 13, 2021, City Council approved the Memorandum of Understanding with KCUSD to expand services within the After School Programs and provide staff for the School Day Care Programs at Washington and T L Reed School sites.

ATTACHMENTS

1. Budget Amendment Resolution No. 2021-090
2. Memorandum of Understanding with Kings Canyon Unified School District and City of Reedley
3. Amendment 1 Memorandum of Understanding with Kings Canyon Unified School District and City of Reedley

BUDGET AMENDMENT RESOLUTION 2021-090

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

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4663.1020	KCUSD Expansion TL Salaries P/T	\$ 53,203
001-4663.1041	KCUSD Expansion TL P/T SS & Med	4,070
001-4663.1071	KCUSD Expansion TL P/T Work Comp	2,800
001-4661.1020	KCUSD Expansion Washington Salaries P/T	42,691
001-4661.1041	KCUSD Expansion Washington P/T SS & Med	3,266
001-4661.1071	KCUSD Expansion Washington P/T Work Comp	2,247
Total		\$ 108,277

Purpose: Appropriation of funds to cover the cost for part-time personnel, benefits and administrative costs for the After School Programs at T L Reed and Washington School sites.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
001-3838	KCUSD T L Reed Expansion	\$ 60,073
001-3824	KCUSD Washington Expansion	48,204
Total		\$ 108,277

Impact: Additional funding is being provided by the Kings Canyon Unified School District to reduce the staff to student ratio and ensure all students have a spot in the After School Programs.

REVIEWED:



Assistant City Manager

RECOMMENDED:



City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 28, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mary L. Fast

ATTEST:

Ruthie Greenwood, City Clerk

Resource 7425
Dept 8002

Contract No. 20-925

Board Approval Date 5/25/21

Memorandum of Understanding
BETWEEN
KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD)
AND
CITY OF REEDLEY

TO EXPAND THE AFTERSCHOOL PROGRAM AND PROVIDE STAFFING FOR THE SCHOOL DAY CARE PROGRAM AT WASHINGTON ELEMENTARY SCHOOL AND THOMAS LAW REED

I. TERM

The effective dates of the Agreement are from August 1, 2021 to June 30, 2022. The first day of service shall be on or after August 1, 2021. Programs will run no later than June 30, 2022.

II. SERVICES TO BE PERFORMED

After School Programs: Services will include academic tutoring and enrichment programs (which may include intramural activities, performing arts, cultural topics, arts & crafts, and community service). Services will be provided each day that the afterschool program meets.

City of Reedley will provide five Recreation Leaders at Washington Elementary School and nine Recreation Leaders at Thomas Law Reed who will distribute a healthy snack, provide academic tutoring, and offer enrichment activities (which may include performing arts, cultural topics, arts & crafts, structured recreation, applied science, and community service) in a safe environment, conducive for the student-participant's personal growth. The student to staff ratio at each site will not exceed 20 students to each staff.

School Day Care Programs: City will provide personnel on days when KCUSD's Safe Return to School Plan is in operation, who will support the regular school day staff by providing supervision for KCUSD students. City staff will take direction from site administration in providing various activities for these students during the regular school day. Services will be provided up to 7.5 hours per day at each site throughout the Plan days.

City will provide two staff members at Washington Elementary School and three staff members at Thomas Law Reed.

City will provide administration, recruitment, coordination, field site supervision, general implementation and professional development for both programs.

City will provide professional development for each staff member including classroom management, lesson planning and implementation, and child development principles. Ongoing evaluation, training and coaching of staff are included.

City will complete reporting procedures required by KCUSD administration (e.g., attendance tracking, site profiles), as needed.

III. DESCRIPTION OF PROJECT PLAN

After School Programs: The expansion will increase the student participation by 80 students at Washington to bring the average number of daily student participants in the Afterschool Program to approximately 180 students. Thomas Law Reed will increase by 180 students to bring the average number of daily student participants in the Afterschool Program to 240 (with changes agreed to by both KCUSD and City of Reedley administration as deemed necessary). The students' participation in this project will increase their academic skills and their opportunities for personal growth. The goal of the project is to lower the students on the Afterschool Program waiting list and to enhance participating students in academic skills, leadership skills, self-concept, personal awareness, improved decision-making skills, and self-motivation.

IV. MANNER OF PERFORMANCE

City of Reedley shall perform all services required in a competent and professional manner. All City of Reedley employee will have fingerprint clearance through DOJ and FBI, and have a negative TB test result on file (within 4 years of contract date). Each City of Reedley employee shall complete the City of Reedley employment application and screening process prior to participation. The City of Reedley After-School Program Director or Designee shall review, evaluate, and determine the acceptance of the Program to be produced under the terms of this agreement, in conjunction with KCUSD personnel or Designee.

V. SUPPLIES AND EQUIPMENT

All materials and supplies utilized as part of these programs will be purchased by City of Reedley (as part of the total fees for services) or by ASES and or Save the Children funds where applicable.

VI. PLACE OF PERFORMANCE

City of Reedley shall render service(s) described above at the following location: Washington Elementary School and Thomas Law Reed.

VII. COMPENSATION

The maximum to be paid to City of Reedley by KCUSD for all services and materials, including employer costs, provided under the terms of this Agreement shall not exceed \$441,120.

City of Reedley will invoice KCUSD in advance of services within 30 days of the execution of this agreement.

VIII. INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other party, its officers, agents, employees and members of its governing board, from and against any and all third party claims, demands, losses, judgments, liabilities, causes of action and expenses, including attorney fees and costs, of any kind or nature they may sustain or incur or which may be imposed upon them for injury to or death of any

person, or damage to property, or for any other act(s) arising out of or in any manner related to or connected with the indemnifying party's (including its officers, agents and employees) willful misconduct or negligence in performing, or failing to perform, its duties or obligations under this Memorandum of Understanding.

IX. LIABILITY INSURANCE

Without limiting City of Reedley indemnification, City of Reedley shall secure and maintain during the term of the Agreement, a comprehensive general liability policy using an occurrence policy form with combined single limits of one million dollars, (\$1,000,000) with a three million (\$3,000,000) aggregate limit. KCUSD shall be named as an additional insured on the policies.

X. TERMINATION OF AGREEMENT

This Agreement terminates June 30, 2022. Any party may terminate this agreement at any time for any reason upon written 30 days' notice. In the event of early termination, City of Reedley shall be paid for satisfactory work performed to the date of termination.

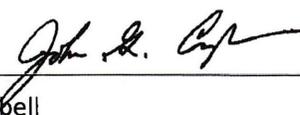
XI. By entering into this MOU all parties recognize and agree:

- A. To work collaboratively as partners to ensure the success of the programs.
- B. That this agreement may be modified at any time by written consent.
- C. That certain information received in the course of business is confidential according to law and policy and agrees to respect requirements in this regard.
- D. That availability of funds may have a bearing on the ability to implement all or parts of this agreement.
- E. That City of Reedley and KCUSD shall comply with all applicable Federal, State, and local laws in the performance of these services.

WITNESS THEREOF, the parties hereto have executed this MOU as of the day and year first written below:

KCUSD:

City of Reedley:



John Campbell
Superintendent

Date



Nicole Zieba
City Manager

Date

4/14/24

City of Reedley 2021-22 Student Supervision

School	# Staff	Personnel	Supervisor & Admin	Total
TL Reed ASP	9	\$149,078	\$22,086	\$171,164
Washington ASP	5	\$102,853	\$14,633	\$117,486
TL Reed School Day Care	3	\$79,893	\$11,793	\$91,686
Washington School Day Care	2	\$53,262	\$7,522	\$60,784
Total	19	\$385,086	\$56,034	\$441,120

AMENDMENT 1

Memorandum of Understanding

BETWEEN
KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD)
AND
CITY OF REEDLEY

TO EXPAND THE AFTERSCHOOL PROGRAM AND PROVIDE STAFFING FOR THE SCHOOL DAY CARE PROGRAM AT WASHINGTON ELEMENTARY SCHOOL AND THOMAS LAW REED

I. TERM

The effective dates of the Agreement are from August 1, 2021 to June 30, 2022. The first day of service shall be on or after August 1, 2021. Programs will run no later than June 30, 2022.

II. SERVICES TO BE PERFORMED

After School Programs: Services will include academic tutoring and enrichment programs (which may include intramural activities, performing arts, cultural topics, arts & crafts, and community service). Services will be provided each day that the afterschool program meets.

City of Reedley will provide **eight** Recreation Leaders at Washington Elementary School and **thirteen** Recreation Leaders at Thomas Law Reed who will distribute a healthy snack, provide academic tutoring, and offer enrichment activities (which may include performing arts, cultural topics, arts & crafts, structured recreation, applied science, and community service) in a safe environment, conducive for the student-participant's personal growth. The student to staff ratio at each site will not exceed 20 students to each staff.

In some cases, as directed by KCUSD, City of Reedley will provide flexible, additional support for the ASP, which may include additional staff to reduce the student-to staff ratio. For the 2021-22 school year, a 16:1 student to staff ratio will be the preferred ratio.

School Day Care Programs: City will provide personnel on days when KCLSD's Safe Return to School Plan is in operation, who will support the regular school day staff by providing supervision for KCUSD students. City staff will take direction from site administration in providing various activities for these students during the regular school day. Services will be provided up to 7.5 hours per day at each site throughout the Plan days.

City will provide two staff members at Washington Elementary School and three staff members at Thomas Law Reed.

City will provide administration, recruitment, coordination, field site supervisor, general implementation and professional development for both programs.

City will provide professional development for each staff member including classroom management, lesson planning and implementation, and child development principles. Ongoing evaluation, training and coaching of staff are included.

City will complete reporting procedures required by KCUSD administration (e.g., attendance tracking, site profiles), as needed.

III. DESCRIPTION OF PROJECT PLAN

After School Programs: The expansion will increase the student participation by 80 students at Washington to bring the average number of daily student participants in the Afterschool Program to approximately 180 students. Thomas Law Reed will increase by 180 students to bring the average number of daily student participants in the Afterschool Program to 240 (with changes agreed to by both KCUSD and City of Reedley administration as deemed necessary). The students' participation in this project will increase their academic skills and their opportunities for personal growth. The goal of the project is to lower the students on the Afterschool Program waiting list and to enhance participating students in academic skills, leadership skills, self-concept, personal awareness, improved decision-making skills, and self-motivation.

IV. MANNER OF PERFORMANCE

City of Reedley shall perform all services required in a competent and professional manner. All City of Reedley employee will have fingerprint clearance through DOJ and FBI, and have a negative TB test result on file (within 4 years of contract date). Each City of Reedley employee shall complete the City of Reedley employment application and screening process prior to participation. The City of Reedley After-School Program Director or Designee shall review, evaluate, and determine the acceptance of the Program to be produced under the terms of this agreement, in conjunction with KCUSD personnel or Designee.

V. SUPPLIES AND EQUIPMENT

All materials and supplies utilized as part of these programs will be purchased by City of Reedley (as part of the total fees for services) or by ASES and or Save the Children funds where applicable.

VI. PLACE OF PERFORMANCE

City of Reedley shall render service(s) described above at the following location: Washington Elementary School and Thomas Law Reed.

VII. COMPENSATION

The maximum to be paid to City of Reedley by KCUSD for all services and materials, including employer costs, provided under the terms of this Agreement shall not exceed \$565,404 (an increase of \$124,284 from the original MOU, which was \$441,120)

City of Reedley will invoice KCUSD in advance of services within 30 days of the execution of this agreement.

VIII. INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other party, its officers, agents, employees and members of its governing board, from and against any and all third party claims, demands, losses, judgments, liabilities, causes of action and expenses, including attorney fees and costs, of any kind or nature they may sustain or incur or which may be imposed upon them for injury to or death of any person, or damage to property, or for any other act(s) arising out of or in any manner related to or connected with the indemnifying party's (including its officers, agents and employees) willful misconduct or negligence in performing, or failing to perform, its duties or obligations under this Memorandum of Understanding.

IX. LIABILITY INSURANCE

Without limiting City of Reedley indemnification, City of Reedley shall secure and maintain during the term of the Agreement, a comprehensive general liability policy using an occurrence policy form with combined single limits of one million dollars, (\$1,000,000) with a three million (\$3,000,000) aggregate limit. KCUSD shall be named as an additional insured on the policies.

X. TERMINATION OF AGREEMENT

This Agreement terminates June 30, 2022. Any party may terminate this agreement at any time for any reason upon written 30 days' notice. In the event of early termination, City of Reedley shall be paid for satisfactory work performed to the date of termination.

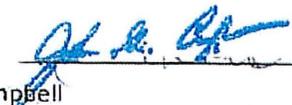
XI. By entering into this MOU all parties recognize and agree:

- A. To work collaboratively as partners to ensure the success of the programs.
- B. That this agreement may be modified at any time by written consent.
- C. That certain information received in the course of business is confidential according to law and policy and agrees to respect requirements in this regard.
- D. That availability of funds may have a bearing on the ability to implement all or parts of this agreement.
- E. That City of Reedley and KCUSD shall comply with all applicable Federal, State, and local laws in the performance of these services.

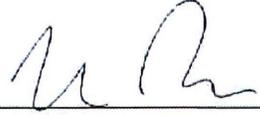
WITNESS THEREOF, the parties hereto have executed this MOU as of the day and year first written below:

KCUSD:

City of Reedley:

 8/10/21

 John Campbell
 Superintendent

 8/4/21

 Nicole Zieba
 City Manager

City of Reedley 2021-22 Student Supervisor:

School	# Staff	Personnel	Supervisor & Adm.n	Total
TL Reed ASP	13	\$207,602	\$32,586	\$239,988
Washington ASP	8	\$149,813	\$23,133	\$172,946
TL Reed School Day Care	3	\$79,893	\$11,793	\$91,686
Washington School Day Care	2	\$53,262	\$7,522	\$60,784
Total	26	\$490,570	\$74,834	\$565,404



REEDLEY CITY COUNCIL

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

ITEM NO: 9

DATE: September 28, 2021

TITLE: ADOPT RESOLUTION 2021-091 AMENDING THE 2021-22 ADOPTED BUDGET APPROPRIATING \$3,759 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 2121-091 amending the 2021-22 Adopted Budget appropriating \$3,759 in the General Fund for a donation received from Dayka & Hackett, LLC for Senior Center programs.

BACKGROUND

Senior Coordinator, Jodi Botello, received an unexpected donation in the mail from Dayka & Hackett, LLC. The letter states, "This donation is our sincerest effort to give back to our community by supporting organizations doing great work for Valley residents." Staff has already started planning how the funding will be spent this fiscal year. Ideas include a December Lunch, providing food at afternoon activities, planter boxes on the Senior patio, special events and much more. 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 \$3,759 in appropriations, in the General Fund, to use towards Senior Center programs.

ATTACHMENTS

1. Letter dated July 28, 2021 from Kyle Hackett with Dayka & Hackett, LLC.
2. Budget Amendment Resolution No. 2021-091



July 28, 2021

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

Re: Donation

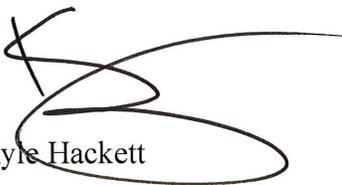
To Whom It May Concern:

Dayka & Hackett, LLC owners and employees are interested in 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 of \$3759.00.

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

Sincerely,



Kyle Hackett

BUDGET AMENDMENT RESOLUTION 2021-091

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

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4685.2020	Senior Citizen Program Special Supplies	3,759
Total		\$ 3,759

Purpose: Appropriation of funds donated from Dayka & Hackett for Senior Center activities. This funding will be used to provide special events and enhance already planned senior activities.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
001-3770	Donations	\$ 3,759
Total		\$ 3,759

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

REVIEWED:



Assistant City Manager

RECOMMENDED:



City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 28, 2021 by the following vote:

AYES:

NOES:

ABSENT:

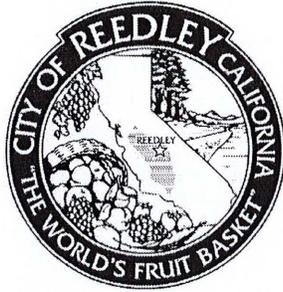
ABSTAIN:

APPROVED:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

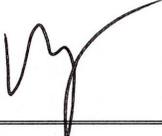
- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 10

DATE: September 28, 2021

TITLE: ADOPT RESOLUTION NO. 2021-104 AWARDED A CONSTRUCTION CONTRACT TO MAC GENERAL ENGINEERING, INC FOR THE REED AVENUE SIDEWALKS PROJECT FROM I STREET TO 8TH STREET

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

APPROVED: Nicole Zieba 
City Manager

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2021-104, awarding a construction contract to MAC General Engineering, Inc. for the Reed Avenue Sidewalks Project from I Street to 8th Street.

EXECUTIVE SUMMARY

Staff is requesting that the City Council adopt Resolution No. 2021-104 awarding the Reed Avenue Sidewalks Project to MAC General Engineering, Inc. in the amount of \$85,635.83 and authorize the City Manager to execute the Public Improvement Agreement for the Project with MAC General Engineering, Inc.. Execution of the Agreement is subject to the submittal of the necessary bonds, insurance certificates and other necessary documents as required by the specifications, special provisions for this project and State law.

The Project will remove and replace existing concrete improvements, signage and fencing along the west side of Reed Avenue. Improvements include curb, gutter, sidewalk, ADA compliant driveway approaches and curb returns on Reed Avenue between I Street and 8th Street.

Staff is also requesting that a contingency of 15% of the total bid or \$12,845.37 be included in the Council action to cover any unforeseen incidentals.

PROJECT DESCRIPTION/BACKGROUND

The City of Reedley received federal funding for improvements to the pedestrian path of travel along the west side of Reed Avenue between I Street and 8th Street. This project will install curb, gutter, sidewalk, ADA compliant driveway approaches and curb returns along the west side of this stretch of roadway. Additionally, this project will remove shrubbery and one tree located within the City Right of Way.

On August 26, 2021, a Notice to Bidders for the Project was advertised in The Mid Valley Times and was posted on our website and on local builders exchanges for a period of approximately three (3) weeks. During the bidding period, eleven (11) contractors requested bid documents from the City for this project. Two (2) addenda were issued during the project bidding period, one to address the mandatory 10-day federal wage check as required for Davis-Bacon Act prevailing wage compliance and one to provide clarification of the City Standards.

On September 16, 2021, City staff conducted the bid opening for this project where ten (10) bids were received, opened, and read aloud. The bids received for the total Base Bid ranged from \$85,635.83 to \$145,424.00 as shown in the attached Bid Tabulation. The engineer's estimate of probable cost for the Base Bid was \$102,016.00.

FISCAL IMPACT

This project will be funded through a combination of Congestion Mitigation & Air Quality Improvement (CMAQ) Federal Funding and Measure C Pedestrian and Trails Funding.

ATTACHMENTS

1. Resolution No. 2021-104
2. Bid Tabulation

RESOLUTION NO. 2021-104
A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF REEDLEY
AWARDING A CONSTRUCTION CONTRACT TO MAC GENERAL
ENGINEERING, INC FOR THE REED AVENUE SIDEWALKS PROJECT
FROM I STREET TO 8TH STREET

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

WHEREAS, the City received, opened and read aloud ten (10) bids which the total Base Bid ranged from \$85,635.83 to \$145,424.00; and

WHEREAS, the lowest, most responsive and responsible bid was submitted by MAC General Engineering, Inc.; and

WHEREAS, the City Council, using their independent judgment desires to award a construction contract for the lowest responsible responsive bid for total Base Bid in the amount of \$85,635.83.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley, using their independent judgment, hereby approves Resolution No. 2021-104 based on the following:

1. The above recitals are true and correct; and
2. That the contract for the Reed Avenue Sidewalks Project is awarded MAC General Engineering, Inc. for the unit and lump sum prices as bid, the total amount of the contract being \$85,635.83.
3. That the City Manager is authorized and directed to promptly execute the contract for the subject work with MAC General Engineering, Inc. subject to the submittal of the necessary bonds, insurance certificates and other necessary documents required by the specifications and special provisions for this project, all for the approval by and to the satisfaction of the City Engineer and the City Attorney.
4. The City Manager or her designee, is hereby authorized to execute contract change orders to the contract for this project and shall not exceed 15% of the total bid or \$12,845.37 without prior approval of this City Council.
5. The total construction budget for this project, including the construction contract and contingency costs, shall not exceed approximately \$98,481.20.
6. This resolution is effective immediately upon adoption.

This forgoing resolution is hereby approved at a regular meeting of the City Council of the City of Reedley held on the 28th day of September 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

Reed Ave Sidewalks CML-5216(054)

Bid Tabulation

Base Bid				MAC Engineering		Don Berry Construction		Kroeker Inc.		DOD Construction		Terra West Construction	
Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization	1	LS	\$ 1,888.85	\$ 1,888.85	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	\$ 8,600.00	\$ 8,600.00
2	Insurance and Bonds	1	LS	\$ 2,056.58	\$ 2,056.58	\$ 1,000.00	\$ 1,000.00	\$ 2,750.00	\$ 2,750.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
3	Provide and Maintain Traffic Control	1	LS	\$ 3,080.74	\$ 3,080.74	\$ 4,300.00	\$ 4,300.00	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
4	Dust Control and BMP Compliance	1	LS	\$ 1,302.66	\$ 1,302.66	\$ 500.00	\$ 500.00	\$ 2,750.00	\$ 2,750.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
5	Excavation and Grading	56	CY	\$ 134.06	\$ 7,507.36	\$ 400.00	\$ 22,400.00	\$ 220.00	\$ 12,320.00	\$ 150.00	\$ 8,400.00	\$ 300.00	\$ 16,800.00
6	Saw-cutting	273	LF	\$ 1.47	\$ 401.31	\$ 1.00	\$ 273.00	\$ 62.79	\$ 690.69	\$ 5.00	\$ 1,365.00	\$ 7.00	\$ 1,911.00
7	Aggregate Base, Class 2	10	TN	\$ 472.38	\$ 4,723.80	\$ 75.00	\$ 750.00	\$ 330.00	\$ 3,300.00	\$ 100.00	\$ 1,000.00	\$ 290.00	\$ 2,900.00
8	Hot Mix Asphalt Concrete, Type A	15	TN	\$ 368.03	\$ 5,520.45	\$ 465.00	\$ 6,975.00	\$ 750.00	\$ 8,250.00	\$ 200.00	\$ 3,000.00	\$ 275.00	\$ 4,125.00
9	Clearing and Grubbing	1	LS	\$ 2,605.32	\$ 2,605.32	\$ 2,200.00	\$ 2,200.00	\$ 1,650.00	\$ 1,650.00	\$ 2,000.00	\$ 2,000.00	\$ 3,800.00	\$ 3,800.00
10	Concrete Removal and Disposal (F)	20	CY	\$ 134.06	\$ 2,681.20	\$ 200.00	\$ 4,000.00	\$ 340.00	\$ 3,740.00	\$ 200.00	\$ 4,000.00	\$ 230.00	\$ 4,600.00
11	Concrete Sidewalk	2,508	SF	\$ 7.50	\$ 18,810.00	\$ 5.00	\$ 12,540.00	\$ 1,692.90	\$ 12,978.90	\$ 8.00	\$ 20,064.00	\$ 6.00	\$ 15,048.00
12	Concrete Curb and Gutter	113	LF	\$ 34.09	\$ 3,852.17	\$ 38.00	\$ 4,294.00	\$ 593.25	\$ 4,548.25	\$ 28.00	\$ 3,164.00	\$ 44.00	\$ 4,972.00
13	Modified Curb Ramp w/ Valley Gutter	2	EA	\$ 6,847.59	\$ 13,695.18	\$ 3,800.00	\$ 7,600.00	\$ 1,050.00	\$ 8,050.00	\$ 10,000.00	\$ 20,000.00	\$ 3,900.00	\$ 7,800.00
14	Modified Residential Drive Approach	695	SF	\$ 11.36	\$ 7,895.20	\$ 7.50	\$ 5,212.50	\$ 729.75	\$ 5,594.75	\$ 11.00	\$ 7,645.00	\$ 9.00	\$ 6,255.00
15	Alley Drive Approach	185	SF	\$ 12.21	\$ 2,258.85	\$ 8.50	\$ 1,572.50	\$ 222.00	\$ 1,702.00	\$ 12.00	\$ 2,220.00	\$ 10.00	\$ 1,850.00
16	Adjust Water Box	1	EA	\$ 490.09	\$ 490.09	\$ 100.00	\$ 100.00	\$ 165.00	\$ 165.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
17	Tree Removal	1	LS	\$ 4,826.14	\$ 4,826.14	\$ 5,200.00	\$ 5,200.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
18	Maintain/Modify Landscape & Irrigation Facilities	1	LS	\$ 980.16	\$ 980.16	\$ 2,100.00	\$ 2,100.00	\$ 2,750.00	\$ 2,750.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
19	Signage	1	LS	\$ 1,059.77	\$ 1,059.77	\$ 1,200.00	\$ 1,200.00	\$ 880.00	\$ 880.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00
Subtotal:				\$ 85,635.83	\$ 85,635.83	\$ 87,717.00	\$ 87,717.00	\$ 88,619.59	\$ 88,619.59	\$ 96,358.00	\$ 96,358.00	\$ 96,911.00	\$ 96,911.00

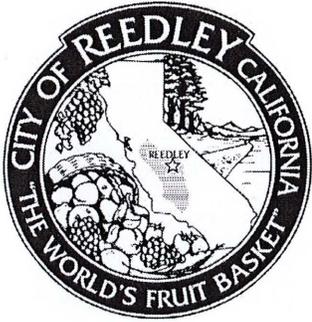
Subcontractors	Concrete		Fresno Concrete	Fresno Concrete	Fresno Concrete
	Saw-Cutting		Kroeker Inc.		
	Demo		Kroeker Inc.		
	Tree Removal		Kroeker Inc.		
	Mobilization				
	Asphalt/Base				

Notes: 1-8 Mathematical Error, 9 Written Error

Base Bid				HBC Enterprises		Bush Engineering		RJ Berry Jr., Inc.		JT2 Inc, dba Todd Companies		Heavy Road & Rail Inc.	
Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization	1	LS	\$ 9,450.00	\$ 9,450.00	\$ 13,920.00	\$ 13,920.00	\$ 10,000.00	\$ 10,000.00	\$ 6,555.00	\$ 6,555.00	\$ 7,500.00	\$ 7,500.00
2	Insurance and Bonds	1	LS	\$ 2,240.00	\$ 2,240.00	\$ 2,544.00	\$ 2,544.00	\$ 1,250.00	\$ 1,250.00	\$ 2,078.00	\$ 2,078.00	\$ 1,500.00	\$ 1,500.00
3	Provide and Maintain Traffic Control	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 5,612.00	\$ 5,612.00	\$ 5,000.00	\$ 5,000.00	\$ 4,312.00	\$ 4,312.00	\$ 5,000.00	\$ 5,000.00
4	Dust Control and BMP Compliance	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,267.00	\$ 2,267.00	\$ 2,000.00	\$ 2,000.00	\$ 897.00	\$ 897.00	\$ 2,000.00	\$ 2,000.00
5	Excavation and Grading	56	CY	\$ 386.50	\$ 21,644.00	\$ 80.25	\$ 4,494.00	\$ 250.00	\$ 14,000.00	\$ 398.00	\$ 22,288.00	\$ 260.00	\$ 14,560.00
6	Saw-cutting	273	LF	\$ 2.95	\$ 805.35	\$ 3.00	\$ 819.00	\$ 6.00	\$ 1,638.00	\$ 5.00	\$ 1,365.00	\$ 3.50	\$ 955.50
7	Aggregate Base, Class 2	10	TN	\$ 180.00	\$ 1,800.00	\$ 262.80	\$ 2,628.00	\$ 300.00	\$ 3,000.00	\$ 242.00	\$ 2,420.00	\$ 330.00	\$ 3,300.00
8	Hot Mix Asphalt Concrete, Type A	15	TN	\$ 430.00	\$ 6,450.00	\$ 491.30	\$ 7,369.50	\$ 450.00	\$ 6,750.00	\$ 640.00	\$ 9,600.00	\$ 570.00	\$ 8,550.00
9	Clearing and Grubbing	1	LS	\$ 8,265.00	\$ 8,265.00	\$ 2,602.00	\$ 2,602.00	\$ 10,000.00	\$ 10,000.00	\$ 5,313.00	\$ 5,313.00	\$ 7,500.00	\$ 7,500.00
10	Concrete Removal and Disposal (F)	20	CY	\$ 196.00	\$ 3,920.00	\$ 192.25	\$ 3,845.00	\$ 700.00	\$ 14,000.00	\$ 306.00	\$ 6,120.00	\$ 775.00	\$ 15,500.00
11	Concrete Sidewalk	2,508	SF	\$ 6.25	\$ 15,675.00	\$ 8.00	\$ 20,064.00	\$ 5.00	\$ 12,540.00	\$ 7.00	\$ 17,556.00	\$ 12.00	\$ 30,096.00
12	Concrete Curb and Gutter	113	LF	\$ 49.00	\$ 5,537.00	\$ 55.25	\$ 6,243.25	\$ 40.00	\$ 4,520.00	\$ 61.00	\$ 6,893.00	\$ 65.00	\$ 7,345.00
13	Modified Curb Ramp w/ Valley Gutter	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 7,573.00	\$ 15,146.00	\$ 4,000.00	\$ 8,000.00	\$ 5,700.00	\$ 11,400.00	\$ 6,900.00	\$ 13,800.00
14	Modified Residential Drive Approach	695	SF	\$ 11.00	\$ 7,645.00	\$ 13.00	\$ 9,035.00	\$ 8.00	\$ 5,560.00	\$ 12.00	\$ 8,340.00	\$ 21.50	\$ 14,942.50
15	Alley Drive Approach	185	SF	\$ 15.00	\$ 2,775.00	\$ 28.80	\$ 5,328.00	\$ 10.00	\$ 1,850.00	\$ 20.00	\$ 3,700.00	\$ 25.00	\$ 4,625.00
16	Adjust Water Box	1	EA	\$ 200.00	\$ 200.00	\$ 415.00	\$ 415.00	\$ 1,500.00	\$ 1,500.00	\$ 720.00	\$ 720.00	\$ 750.00	\$ 750.00
17	Tree Removal	1	LS	\$ 4,366.90	\$ 4,366.90	\$ 5,269.00	\$ 5,269.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00
18	Maintain/Modify Landscape & Irrigation Facilities	1	LS	\$ 750.00	\$ 750.00	\$ 1,150.00	\$ 1,150.00	\$ 5,000.00	\$ 5,000.00	\$ 5,175.00	\$ 5,175.00	\$ 2,500.00	\$ 2,500.00
19	Signage	1	LS	\$ 700.00	\$ 700.00	\$ 1,925.25	\$ 1,925.25	\$ 8,000.00	\$ 8,000.00	\$ 4,025.00	\$ 4,025.00	\$ 1,500.00	\$ 1,500.00
Subtotal:				\$ 107,723.25	\$ 107,723.25	\$ 110,676.00	\$ 110,676.00	\$ 88,619.59	\$ 88,619.59	\$ 120,757.00	\$ 120,757.00	\$ 145,424.00	\$ 145,424.00

Subcontractors	Concrete		Fresno Concrete	Fresno Concrete	
	Saw-Cutting		Kroeker Inc.		
	Demo		Kroeker Inc.		
	Tree Removal		Kroeker Inc.		
	Mobilization		Harris Dev. Corp		
	Asphalt/Base		Harris Dev. Corp		

Notes: 1-8 Mathematical Error, 9 Written Error



REEDLEY CITY COUNCIL

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

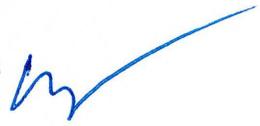
ITEM NO: 11

DATE: September 28, 2021

TITLE: CONSIDER THE FOLLOWING ITEMS (A), AND (B) FOR THE ANNEXATION OF TRACT 6229 (BUTTONWILLOW AND DUFF) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1.

- A) OPEN PUBLIC HEARING FOR THE ANNEXATION OF TERRITORY (TRACT 6229) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AS ZONE CC. CLOSE THE PUBLIC HEARING AND OPEN THE BALLOT(S).
- B) ADOPT RESOLUTION NO. 2021-103 APPROVING THE ANNEXATION OF TERRITORY (TRACT 6229) INTO THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AS ZONE CC, THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN SUCH TERRITORY COMMENCING WITH FISCAL YEAR 2022-2023 AND CONFIRMING A DIAGRAM AND ASSESSMENT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

APPROVED: Nicole R. Zieba 
City Manager

RECOMMENDATION

Staff recommends that the City Council hold a public hearing, order the tabulation of ballots and upon determination that a majority protest does not exist, adopt Resolution No. 2021-103 approving the annexation of territory (Tract 6229) into the City of Reedley Landscaping and Lighting Maintenance District No. 1 as Zone CC, the levy and collection of annual assessments within such annexation commencing with fiscal year 2022-2023 and confirming diagrams and assessments pursuant to the provisions of Part 2 of Division 15 of the California Streets and Highways Code.

BACKGROUND

On August 10, 2021, the City Council approved resolutions initiating the annexation process, approving the preliminary Engineer's Report and declaring the City's intention to levy and collect annual assessments and setting the public hearing on September 28, 2021 for the annexation of territory into the City of Reedley Landscaping and Lighting Maintenance District (LLMD) No. 1 as Zone CC. The public was notified of this public hearing in accordance with State Law.

In order to maintain and provide for ongoing costs for future landscaping, street trees and street light utility costs within the public right of way, the territory is being annexed into the LLMD No. 1 as Zone CC. Zone CC consists of Tract 6229 generally located on the northeast corner of S. Buttonwillow Avenue and E. Duff Avenue and two existing residential lots along S. Buttonwillow Avenue. Pursuant to the provisions of the Landscaping and Lighting Act of 1972 of the California Streets and Highways Code (the Act), Section 22500 et seq., the City may annex territory into an existing maintenance district to provide for the continued maintenance of landscaping and lighting improvements. This places the cost of maintaining the improvements upon the property owner(s) directly benefitting from them. Annexation of the property is required so that an assessment may be levied to cover maintenance cost for the improvements within the District.

The annual maintenance cost for Zone CC was calculated to be \$88.20 per Equivalent Benefit Unit (EBU) with 186 Equivalent Benefit Units consistent with 184 proposed residential lots within Tract 6229 and 2 existing residential lots encompassed by the new development. The Engineer's Report on file with the City Clerk provides details for the proposed assessment. The assessment will commence with fiscal year 2022-2023.

In addition to the requirements of the California Streets and Highways Code, election procedures were followed in accordance with Article XIII D of the California Constitution (Proposition 218). Assessment ballots and notices of the public hearing were sent to all current property owners as shown on the latest County Equalized Assessor Roll. The ballots indicated the property proposed to be assessed, the proposed annexation zone and the proposed assessments for fiscal year 2021-2022.

FISCAL IMPACT

The City will collect approximately \$16,405.20, whereby each property owner through property tax assessments, participates in the cost of maintaining landscaping and street lighting within Zone CC. After Fiscal Year 2021-22, the LLMD assessment will be subject to an increase each year based upon the Consumer Price Index, All Urban Consumers, for the San Francisco – Oakland – Hayward, CA ("CPI"), as determined by the United States Department of Labor, or its successor without conducting another mailed ballot election. The cost to process this annexation will be funded by the Developer of Tract 6229 as required by the conditions of approval.

PRIOR COUNCIL ACTIONS

On August 10, 2021, the City Council adopted Resolution No. 2021-079 initiating proceedings and setting a public hearing for September 28, 2021.

ATTACHMENTS

1. Resolution No. 2021-103, Approving the annexation of territory (Tract 6229) into LLMD No.1 as Zone CC, the levy and collection of annual assessments within such territory commencing with fiscal year 2022-2023 and confirming a diagram and assessment pursuant to the provisions of Part 2 of Division 15 of the California Streets and Highways Code
2. City of Reedley Engineer's Report Landscaping and Lighting Maintenance District No. 1 Annexation Zone CC Fiscal Year 2021-2022

RESOLUTION NO. 2021-103

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
APPROVING THE ANNEXATION OF TERRITORY INTO THE CITY OF REEDLEY
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 AS ZONE CC,
THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN SUCH
TERRITORY COMMENCING WITH FISCAL YEAR 2022-2023 AND CONFIRMING
A DIAGRAM AND ASSESSMENT PURSUANT TO THE PROVISIONS OF PART 2
OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND
ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION**

WHEREAS, the City Council has, by previous Resolutions, initiated proceedings and declared its intention for the annexation of territory identified as Tract No. 6229, Zone CC hereinafter referred to as the "Annexation Territory", into the Landscaping and Lighting Maintenance District No. 1 (hereinafter referred to as the "District") and the levy and collection of assessments within the Annexation Territory commencing with fiscal year 2022-2023, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), to pay the costs and expenses for the ongoing maintenance, operation, and servicing of the landscape improvements and appurtenant facilities related thereto; and

WHEREAS, the City Council caused to be prepared a written report (the "Engineer's Report") in accordance with the Act and Article XIII D of the California Constitution; and

WHEREAS, it is estimated that the improvements to be installed and constructed within the Annexation Territory will be accepted and maintained by the City as part of the District for the fiscal year 2022-2023; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the Annexation Territory for the fiscal year commencing July 1, 2022, and ending June 30, 2023 (FY 2022-2023), to pay the costs and expenses of the ongoing operation, maintenance, and servicing of improvements determined to be of special benefit to the properties and the development of properties within the Annexation Territory, and all appurtenant facilities related thereto;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Reedley, using their independent judgment, approves Resolution No. 2021-103 based on the following:

1. Protest Determination: Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report, the annexation of territory to the District, and the levy and collection of the proposed assessment within such territory for FY 2022-23. All interested persons were afforded the opportunity to hear and be heard. The City Council considered all oral and written statements, protests and communications made or filed by interested persons, and tabulated all ballots. The City Council hereby finds that a majority protest does not exist as defined in Section 4(e) of Article XIII D of the California Constitution. All

protests and objections to the annexation of territory to the District and the levy and collection of the proposed assessment against lots or parcels of property within the annexed territory for FY 2021-22 are hereby overruled by the City Council.

2. Findings: Based upon its review of the facts presented, the City Council hereby finds and determines that:
 - a. The land within the Annexation Territory will receive special benefit from the operation, maintenance, and servicing of improvements to be provided by the City as part of the District.
 - b. The Annexation Territory includes all of the lands receiving such special benefit.
 - c. The net amount to be assessed upon the lands within the Annexation Territory has been apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services to be provided commencing in FY 2021-22.
 - d. Only special benefits are assessed, and no assessment is imposed on any parcel, which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.
3. Improvements: The City Council hereby orders the proposed improvements to be made. Said improvements include, but are not limited to, the maintenance, operation, and incidental expenses related to the landscaped areas within the public right-of-ways or easements associated with the parcels of land within the Annexation Territory that may include, but are not limited to: street trees; turf; ground cover and shrubs; irrigation and electrical systems; monuments; hardscape improvements; and all necessary appurtenances and services connected with the public right-of-ways, public easements, and facilities designated, and to be maintained by the City in connection with the special benefit received by parcels of land within the Annexation Territory. The cost of providing such improvements generally include, but are not limited to, all materials, equipment, utilities, labor, and incidental expenses including administrative expenses for the regular annual maintenance as authorized by the Act. Detailed maps and descriptions of the location and extent of the specific improvements to be maintained for the Annexation Territory are on file in the Department of Engineering of the City of Reedley and by reference these plans, and specifications are made part of this Resolution and the Engineer's Report prepared in connection with these proceedings.
4. Annexation Approval: The City Council hereby orders the annexation of territory to be known as "Tract No. 6229, Zone CC to the District. The District will continue to be designated as the City of Reedley Landscaping and Lighting Maintenance District No. 1, the boundaries of which shall be contained in the assessment diagram for the District, the establishment of the maximum assessment rate and assessment range formula connected therewith; and the assessments for the fiscal year commencing July 1, 2021 and ending June 30, 2022.
5. Confirmation of Diagram and Assessment: The City Council hereby confirms the diagram and assessment, with respect to the annexed parcels, as originally proposed

in the Engineer's Report. The assessment is in compliance with the provisions of the Act and Article XIII D of the California Constitution. The assessment is levied without regard to property valuation. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in Section 3 above for the fiscal year commencing on July 1, 2022 and ending on June 30, 2023.

6. Levy of Assessment: The adoption of this Resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2022 and ending June 30, 2023.
7. Collection of Assessments: The County Auditor of Fresno County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy so described in the Engineer's Report for the Annexation Territory as Zone CC of the District, and such levies shall be submitted to the County Auditor along with the other assessments for the District and collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City.
8. Deposit of Funds: The City shall deposit all money representing assessments collected by the County for the Annexation Territory to the credit of a fund for Zone CC of the District, and such money shall be expended only for the maintenance, operation, and servicing of the improvements as described in the Engineers Report and generally described in Section 3 of this Resolution.
9. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the City Council's approval of the annexation of the parcels within Zone CC to the District, the adoption and confirmation of the Annexation Territory Assessment Diagram, and the establishment of the maximum assessment rates, assessment range formula, and the assessments for FY 2022-23 as contained in the Engineer's Report.

This foregoing resolution is hereby approved and adopted by the City Council of the City of Reedley this 28th day of September 2021 by the following vote:

AYES:

NOES:

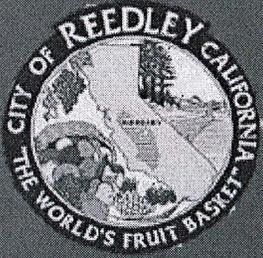
ABSTAIN:

ABSENT:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



**CITY OF REEDLEY
ENGINEER'S REPORT**

**LANDSCAPING AND LIGHTING MAINTENANCE
DISTRICT NO. 1
ANNEXATION ZONE CC**

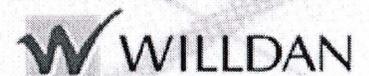
FISCAL YEAR 2021/2022

**INTENT MEETING: 8/10/2021
PUBLIC HEARING: 9/28/2021**

**JULY 2021
PREPARED BY
WILLDAN FINANCIAL SERVICES**

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com



ENGINEER'S REPORT AFFIDAVIT

CITY OF REEDLEY
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
ANNEXATION ZONE CC
FISCAL YEAR 2021/2022

ENGINEER'S REPORT Affidavit

As part of the Resolution of Intention packet presented for the consideration of the Reedley City Council, this Report and the enclosed budgets, diagrams, and descriptions outline the proposed annexation of territory ("Tract 6229 Phase I, II and two existing residential dwellings") to the Reedley Landscaping and Lighting Maintenance District No. 1 for Fiscal Year 2021/2022 as the same existed at the time this Report was prepared, and the establishment of annual assessments related thereto commencing in Fiscal Year 2022/2023. Said annexation includes the lots and parcels of land identified as Parcels 79 and 86 and as of the date of this report identified as Assessor Parcel Numbers 370-060-01, 42, 59 and 60. Reference is hereby made to the Fresno County Assessor's Parcel Map for a detailed description of the lines and dimensions of each parcel within this annexation. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2021.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Reedley

By: _____

Stacee Reynolds
Senior Project Manager

By: _____

Tyrone Peter
R. C. E. # C81888

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INTRODUCTION

Pursuant to the provisions of the Landscape and Lighting Act of 1972, being Part 2, Division 15, of the California Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), this Engineer's Report (hereafter referred to as "Report") is prepared in compliance with the requirements of Article 4, Chapter 1, of the 1972 Act regarding the annexation of territory into the City of Reedley's (referred to as "City") existing Landscaping and Lighting Maintenance District No. 1 (hereafter referred to as "LLMD No. 1" or "District").

The City Council of the City of Reedley (referred to as "City Council") being the legislative body for LLMD No. 1, may, pursuant to the 1972 Act, annex territory and levy annual assessments for the operations and administration of LLMD No. 1. In Section 22608 of the 1972 Act, it states "*right of majority protest shall be limited to the territory proposed to be annexed*".

In addition, the 1972 Act provides for the levy of annual assessments after annexation into or formation of an assessment district for the continued maintenance and servicing of the improvements. The 1972 Act further allows various areas to be annexed into an existing district when the territory in the annexation receives substantially the same proportional special benefits from the improvements. The costs associated with the installation, maintenance, and servicing of the improvements may be assessed to properties, which benefit from the installation, maintenance, and servicing of such improvements.

This Report specifically addresses the annexation of Tract 6229 consisting of Phase I with 95 residential homes at build-out and in Phase II with 89 residential units at build-out along with two existing residential dwellings. The territories are more specifically identified as:

- **Tract 6229- Phase I and II along with assessor parcel numbers 370-060-01 and 370-060-59** which are located east of S. Buttonwillow Avenue and south of E. Springfield Avenue.

These master case developments currently include original parcel numbers on Assessor's Parcel Book 370, Page 06, Parcels 01, 42, 59 and 60.

This annexation territory is proposed to be annexed into LLMD No. 1 as Annexation Zone CC (referred to as "Annexation Territory") and levied assessments commencing in Fiscal Year 2022/2023.

The properties associated with and identified herein as Annexation Territory are shown on the Assessment Diagrams incorporated herein as Part D of this Report.

Ballot Proceedings

As part of this annexation proceeding, pursuant to the provisions of Article XIID, Section 4 of the California Constitution (referred to as "Article XIID"), the City shall conduct a property owner protest ballot proceeding (referred to as "Ballot Proceeding") for the proposed levy of new assessments as described in this Report. In conjunction with this Ballot Proceeding, the City Council will conduct a noticed public hearing (scheduled for September 28, 2021) to consider public testimonies, comments, and written protests regarding the levy of the proposed new assessments. Upon conclusion of the public hearing, property owner protest ballots received will be opened and tabulated to determine whether majority protest exists:

"A majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property."

After completion of the ballot tabulation, the City Council will confirm the results of the balloting. If majority protest exists the proposed new assessments (including the inflationary adjustment), further proceedings to implement the proposed new assessments and the annexation of the Annexation Territory shall be abandoned at this time.

If tabulation of the ballots indicates that majority protest does not exist for the proposed assessment and the assessment range formula presented and described herein, the City Council may by Resolution approve this Report (as submitted or amended), order the annexation of the Annexation Territory to the District, approve the assessment diagram, and confirm the assessments. The City Council may order the levy and collection of the assessments for the Annexation Territory with the assessments for other properties in the District during the annual assessment approval process for Fiscal Year 2022/2023. The Annexation Territory assessments for Fiscal Year 2022/2023, shall be submitted to the Fresno County Auditor/Controller for inclusion on the property tax roll for each parcel within the Annexation Territory as approved and ordered by the City Council in Fiscal Year 2022/2023.

Each subsequent fiscal year after Fiscal Year 2021/2022, an Engineer's Report for the District including the Annexation Territory shall be prepared and presented to the City Council to address any proposed changes to the improvements, budget, and assessments for that fiscal year. The City Council shall hold a noticed public hearing regarding these matters prior to approving and ordering the levy of such assessments.

This Report consists of five (5) parts:

PART A – PLANS AND SPECIFICATIONS

Provides an overall description of the District, the Zones therein and the improvements to be provided including those improvements associated with the Annexation Territory being addressed by this Report. The Zones previously established for this District or established herein as part of this annexation proceedings are based on the type of improvements and services provide to properties within each development and the type of property development (residential versus non-residential).

PART B – METHOD OF APPORTIONMENT

Describes the basis on which the costs have been apportioned to each parcel of land within the Annexation Territory of the District, in proportion to the estimated benefits to be received by such lots and parcels. This section also identifies and outlines an Assessment Range Formula that provides for an annual adjustment to the maximum assessment rate initially established by this Report. This Assessment Range Formula limits increases on future assessments, but also provides for reasonable cost adjustments due to inflation without the added expense of additional property owner protest ballot proceedings.

PART C – ESTIMATE OF COST OF THE IMPROVEMENTS

An estimate of the annual expenditures and revenues budgeted for the maintenance and servicing of the landscaping and streetlight improvements installed and constructed in connection with the development of properties within the Annexation Territory and/or shared with other properties in the District that benefit from similar improvements. The budget(s) include an estimate of anticipated direct maintenance costs and incidental expenses associated with the improvements, including but not limited to administration expenses and the collection of appropriate fund balances. The maximum assessment rates established for the Zones are based on similarities in property developments, improvements, services, and expenses. The maximum allowable assessment rate (Rate per Benefit Unit) for each Zone of the District, as approved by a vote of the property owners in a protest ballot proceeding, includes an assessment range formula that provides for an annual Consumer Price Index adjustment to the maximum rate.

PART D – ASSESSMENT DIAGRAMS

Contains a Diagram of the exterior boundaries of the Annexation Territory along with the lines and dimensions of each lot or parcel of land within the Annexation Territory.

PART E – ASSESSMENT ROLL

Identifies the maximum assessment to be levied on each benefited lot or parcel of land within the Annexation Territory.

PART A — PLANS AND SPECIFICATIONS

DESCRIPTION OF THE ANNEXATION TERRITORY

The Annexation Territory addressed in this Report incorporates the lot and parcel of land within and/or in proximity to the residential development and improvement areas associated with Tract Map 6229 and two existing residential lots. Specifically, the Annexation Territory can be found on Book 370 Page 06 (this designation will change when final maps are filed) and consist of two existing residential dwellings along with two planned residential phases (Phase I and II).

The annexation area has two existing residential dwellings and Tract 6229 Phases I and II which are designated to develop out to an additional one hundred eighty-four (184) residential homes.

DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED

The improvements installed, maintained, and serviced within the Annexation Zone CC are generally described as streetlights, landscaping, and irrigation improvements within or adjacent to the Annexation Territory and surrounding properties. Together these improvements provide special benefits to those individual parcels located within the Annexation Territory. These improvements collectively may include, but are not limited to: landscaping, lighting, planting, shrubbery, trees, grass, bark, other ornamental vegetation, irrigation systems, hardscapes, and fixtures; facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, paving, or water, irrigation, drainage, or electrical facilities.

The Annexation Territory, as part of LLMD No. 1, will fund costs in connection with the maintenance and servicing including, but not limited to, labor, electrical energy, water, materials, contracting services, administration, and other expenses necessary for the satisfactory maintenance and servicing of these improvements.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the streetlights, landscaping, and appurtenant facilities, including repair, removal or replacement of all or part of any of the streetlights, landscaping, or appurtenant facilities; providing for the life, growth, health, and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, and treating for disease or injury; the removal of trimmings, rubbish, debris, other solid waste; and pest control; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of electricity for the operation of streetlights and any appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the landscaping and appurtenant facilities.

The improvements to be maintained as part of Annexation Zone CC includes approximately thirty-one (31) 70-watt streetlights, one (1) 100-watt streetlights, five (5) 150-watt streetlights, 11,810 square feet of landscaping (trees, shrubs, and bark) and thirty-one (31) trees within or adjacent to the Annexation Territory.

A more detailed description of the plans and specifications for the improvements associated with the Annexation Territory as part of the District or improvement area described herein are on file at the City in their entirety and are incorporated herein and made part of this Report.

PART B — METHOD OF APPORTIONMENT

BACKGROUND

The 1972 Act provides that assessments may be apportioned upon all assessable lots or parcels of land within an assessment district or annexation in proportion to the estimated benefits to be received by each lot or parcel from the improvements. In addition, the California Constitution Article XIII D requires a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIII D further provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel. A special benefit is a particular and distinct benefit over, and above general benefits conferred on the public at large, including real property within the district or annexation. The general enhancement of property value does not constitute a special benefit.

SPECIAL BENEFIT ANALYSIS

The ongoing maintenance of public landscaped areas within the District provide aesthetic benefits to the properties within each respective Annexation and more specifically, those improvements identified in Part A of this Report, provide aesthetic benefits to the properties within the Annexation Territory and create a more pleasant environment to walk, drive, live, and work. The primary function of these landscape improvements and related amenities, serve as an aesthetically pleasing enhancement and green space for the benefit of those parcels and developments for which the improvements are to be constructed and installed for the benefit of those parcels and developments within the Annexation Territory. These improvements are an integral part of the physical environment of parcels within the Annexation Territory and the associated District, providing a positive enhancement of the community's character, attractiveness, and desirability. Collectively the improvements to be provided by the District and specifically for the Annexation Territory as part of Annexation Zone CC represent a physical extension of those parcels, and if the improvements are not properly maintained, it is these parcels that would be aesthetically burdened. As a result, the maintenance of these landscaped improvements and amenities are a particular and distinct benefit to the properties within the Annexation Territory.

GENERAL BENEFIT ANALYSIS

Pursuant to the 1972 Act and the provisions of the California Constitution, the costs of the District are apportioned by a formula or method that fairly distributes the net amount to be assessed among all assessable parcels in proportion to the special benefit to be received by each such parcel from the improvements. Article XIID requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIID also requires the agency to separate the general benefit from special benefit and that only special benefit is assessable.

Each parcel within the District receives special benefit from the improvements due to the close proximity of the improvements to each parcel. The cost to provide maintenance and servicing of the improvements within the District is fairly and equitably distributed among each assessable parcel based upon the estimated special benefit received by each parcel.

APPORTIONMENT

The method of apportionment (method of assessment) is based on the premise that each assessed parcel receives special benefit from the improvements maintained, serviced, and funded by the assessments and specifically, the landscape and irrigation improvements installed in connection with the development of these parcels. The desirability of properties within the District is enhanced by the presence of well-maintained landscaping improvements in close proximity to those properties.

The costs to provide maintenance and servicing of the improvements within or adjacent to the original area and each annexation area represent a zone of benefit ("Zone") and provide a distinct and special benefit to each parcel in the Zone. The costs to provide maintenance and servicing of the improvements for each Zone are determined and are fairly and equitably distributed among each assessable parcel in the Zone based upon the estimated special benefit received by each parcel. The costs of the Report and District administration are fairly and equitably distributed to all Zones, including those that have no improvements or that are fully or partially self-maintained.

In addition to the use of Zones, the method of apportionment established for the District to reflect the proportional special benefit of each parcel utilizes a weighted methodology of apportionment commonly referred to as an Equivalent Benefit Unit ("EBU") methodology.

Assessable parcels within each Zone are determined to receive the same special benefit from the improvements due to their similarity in size and use and their similar proximity to the improvements. Therefore, each assessable parcel in a Zone is assigned 1 EBU.

An assessment amount per EBU ("Rate") for the Zone improvements is established by taking the total cost of the improvements and dividing that amount by the total number of EBUs for parcels benefiting from such improvements.

$$\text{Total Balance to Levy} / \text{Total EBUs} = \text{Levy per EBU ("Rate")}$$

This amount is then applied back to each parcel's individual EBU to determine each parcel's proportionate benefit and assessment obligation.

$$\text{Rate} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

EXEMPT PARCELS

The following are exempt from the assessment: areas of streets, avenues, lanes, roads, drives, courts, alleys, public easements, rights-of-way, parkways, and drainage/pond basins. Also exempt are utility rights-of-way used exclusively for utility transmission, common areas (such as in condominium complexes), land dedicated as open space or parks, landlocked parcels, and small parcels vacated by the City, as these parcels do not benefit from the improvements. In addition, public schools, government agencies, and parcels with no road frontage will not be assessed.

ASSESSMENT RANGE FORMULA

The maximum assessment amount allowed for each fiscal year shall be adjusted annually by an amount equal to the percentage increase of the CPI for the San Francisco-Oakland-Hayward area for Urban Consumers, as developed by the U.S. Bureau of Labor Statistics, Annually. The Assessment Range Formula shall be applied to the maximum assessment rates in fiscal year 2022/2023 and shall be applied in each subsequent fiscal year unless the City Council formally suspends its application.

PART C –ESTIMATED COST OF THE IMPROVEMENTS

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the improvements, including incidental expenses, which may include reserves to operate the District until funds are collected on the County tax rolls and are transferred to the City from the County around December/January of the current fiscal year.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within LLMD No. 1 is the total cost of installation, maintenance, and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

The budget on the next page outlines the estimated costs to maintain the improvements at build-out and establishes the initial Maximum Assessment per EBU (Maximum Assessment Rate) and the proposed budget and applicable assessment rate for Fiscal Year 2021/2022.

Annexation Zone CC Budget Estimate

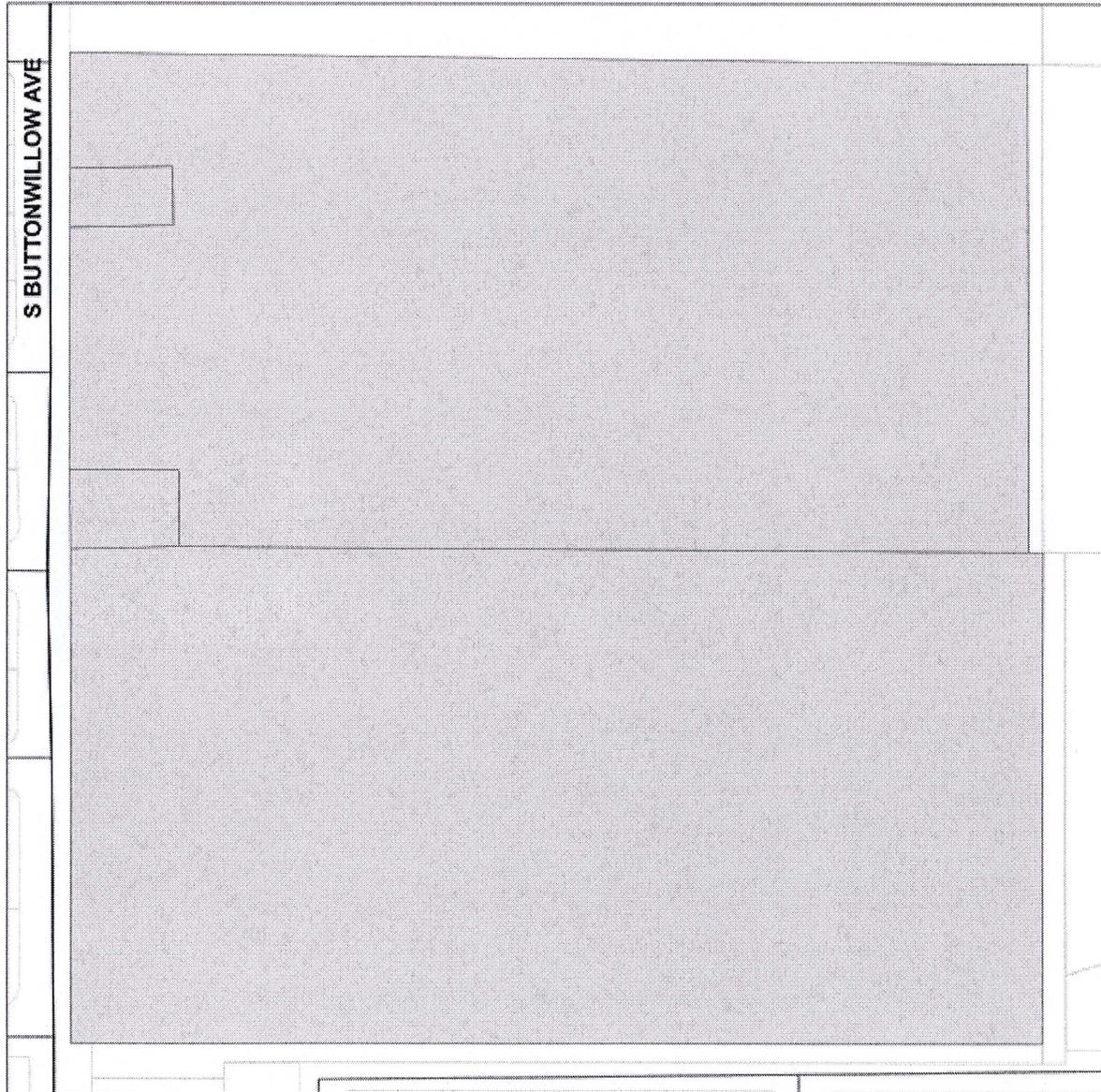
BUDGET ITEM	Zone CC
ANNUAL MAINTENANCE (DIRECT COSTS)	
Landscape Maintenance Expenses	
Landscape and Lighting Maintenance	\$5,016
Landscape and Lighting Utilities (Water/Electricity)	6,264
Tree Trimming	Included in Landscape Maint.
Capital Replacement Costs/Renovation	841
Operation Reserves	2,256
Total Annual Landscape Maintenance Expenses	\$14,377
Administration	
Administration Overhead	\$1,350
County Administration Fee	32
Professional Services	941
Total Administration	\$2,323
Total Costs & Expenses	\$16,700
ADJUSTMENTS	
General Benefit (Contribution)	(\$295)
Total Adjustments	(\$295)
BALANCE	\$16,405
DISTRICT STATISTICS	
Total Parcels	4
Total EBUs	186
Proposed Maximum Assessment per EBU	\$88.20
Proposed Maximum Assessment for FY 2021/2022	\$88.20

*Note: Total EBUS represents EBUs at build-out. The Proposed Maximum Assessment Rate has been rounded to the nearest hundredth.

PART D — ASSESSMENT DIAGRAMS

The Assessment Diagram for LLMD No. 1 is on file at the City and by reference herein is made part of this Report. The Assessment Diagrams for Annexation Zone CC are provided on the following pages and consist of all lots, parcels, and subdivisions of land listed on the Assessment Roll contained herein as Part E, the lines, and dimensions of which are shown on the Fresno County Assessor's parcel maps for the current year and are incorporated by reference herein and made part of this Report.

**City of Reedley
Landscaping and Lighting Maintenance District No. 1
Annexation Zone CC**



Legend

 AnnexCC

PART E — ASSESSMENT ROLL

All assessed lots or parcels of real property within Annexation Zone CC are listed on the assessment roll below. Each parcel's corresponding Balloted Maximum Assessment is based on the parcel's proposed land use and the maximum assessment rate for Fiscal Year 2021/2022 (\$88.20). Commencing Fiscal Year 2022/2023, the maximum assessment rate shall be adjusted annually by an amount equal to the percentage increase of the CPI for the San Francisco-Oakland-Hayward Area for Urban Consumers, as developed by the U.S. Bureau of Labor Statistics, annually.

Assessor's Parcel Number	Annexation Benefit Zone	Balloted Land Use	Balloted EBU	Maximum Assessment Rate (\$)	Maximum Assessment (\$)
370-060-01	CC	SFR	1	88.20	88.20
370-060-42	CC	SFR	95	88.20	8,379.00
370-060-59	CC	SFR	1	88.20	88.20
370-060-60	CC	SFR	89	88.20	7,849.80



REEDLEY CITY COUNCIL

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

ITEM NO: 12

DATE: September 28, 2021

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE LICENSE AGREEMENT WITH JOSEPH BRISENO TO OFFER SWAP MEET EVENTS IN MUELLER PARK

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve and authorize City Manager to sign the License Agreement with Joseph Briseno to offer Swap Meet Events in Mueller Park twice a month.

BACKGROUND

In July 2021, staff received a request from Joseph Briseno, an individual of Fresno and business owner in Reedley, to host on-going Swap Meet Events in Mueller Park. Since this request is on-going and is a for profit event in a public space, staff recommends a License Agreement as opposed to the Special Event Application. Similar to the Special Event process, all City departments had the opportunity to provide comments and concerns about the request before the agreement was drafted. The event holder is requesting to offer these events twice a month year-round from 5-10 pm on Fridays. As shown on the site map, the event will not interfere with the public use of the skate park, basketball courts, playground, and dog park. The event holder is responsible for ensuring all vendors have submitted the Vendor Release, Waiver and Indemnity Agreement and have obtained a City of Reedley business license. Food vendors are also subject to all Fresno County Health Department fees and regulations. A certificate of insurance must be on file with the Community Services Department and list the City of Reedley as additional insured. All event fees are due 30 days in advance of the event date and either party may terminate this agreement upon 30 days written notice with or without cause.

FISCAL IMPACT

This event will generate \$472 in Park Rental fees per event. This amount may fluctuate depending on the number of hours requested as the fee is an hourly rate of \$59.00.

ATTACHMENTS

License Agreement

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 Joseph Briseno, an individual of Fresno and business owner in Reedley, California (LICENSEE).

1. Description of Licensed Premises. CITY is the owner of C.F. Mueller Park which is a public park (hereinafter "PARK"), located at the corner of East and Springfield Avenues, right behind the Community Center. PARK has a pavilion, picnic tables, and restrooms. Electrical power outlets are available at certain locations in the park; however, this will not be available for the purposes of this rental. Basketball Courts, skatepark, play structure, and dog park are not closed for the event and will remain open for public use. LICENSEE may use the CITY premises solely for the purpose of a Swap Meet/Farmers Market 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, 2022. 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 and CITY may terminate this lease upon 30 days written notice with or without cause.
3. Fees and Licenses. LICENSEE is subject to current CITY Adopted Park Rental Fees and Deposits as listed in the CITY Master Fee Schedule. Fees are due at least 30 days in advance of the event date. LICENSEE must comply with CITY Business License requirements. Prior to every event. LICENSEE shall ensure all vendors either have a current CITY Business License or obtain the Daily Business License Permit.
4. Use/ Service Provided. LICENSEE shall use the premises for bi-monthly Swap Meet/Farmers Market Event on Friday evenings, setup time 3:00pm-5:00pm, event time 5:00pm-10:00pm, clean up time 10:00pm-11:00pm. 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 and merchant vendors. Alcohol, live animals and bounce houses are not

allowed. 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. LICENSEE is required to provide security at the level that is required for Special Events. One security guard for every 100 people plus one additional security guard. The company must have a business license with the CITY.
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.

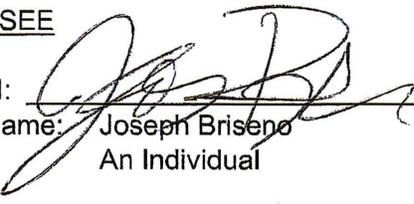
EXECUTION

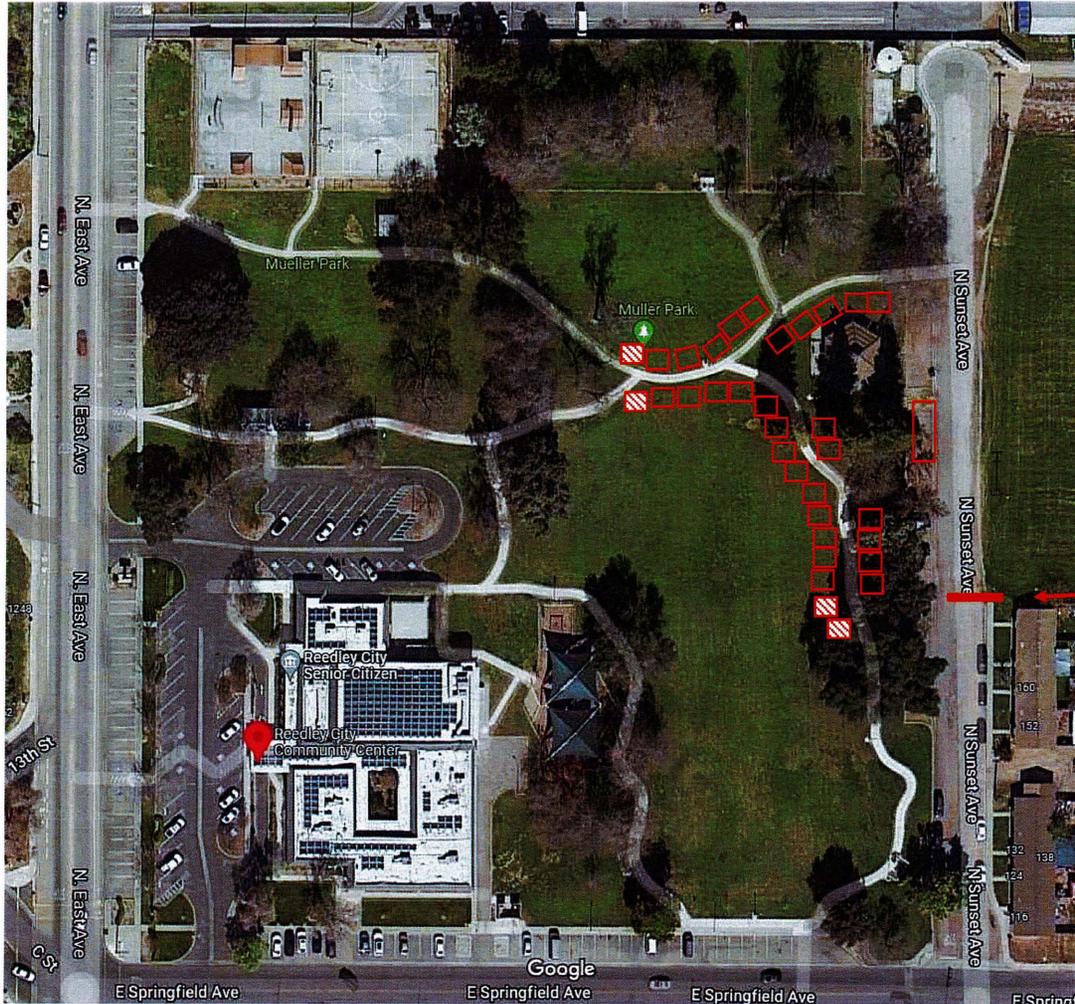
Wherefore, the Parties hereto, by their signatures herein below, enter into this LICENSE effective as of the Effective Date.

CITY

Signed: _____ Date: _____
Print Name: Nicole R. Zieba
Title: City Manager

LICENSEE

Signed:  _____ Date: 09/22/21
Print Name: Joseph Briseno
Title: An Individual



Reedley Swap Meet booth layout
 Every other Friday starting
 November 5, 2021
 Hours: 5p-10p

VENDOR TARGET LIST - TENTATIVE	
1	J&N Taqueria
2	Goosehead Insurance
3	Serve Reedley
4	Redeemer Church
5	Snow Cones/Funnel Cakes
6	Fruit Cups
7	Paletas
8	Peanuts/dried fruit
9	Artesanias
10	Pots & Pans Vendor
11	Prisma's Jewelry Store
12	Women's Clothing/Jeans
13	Face Masks Vendor
14	Non-profit
15	Non-profit
16	Non-profit
17	Non-profit
18	Real Estate Agent
19	Bank/Loan Company
20	Car Dealership
21	Cell Phone Vendor
22	Radio Station Sponsor



CITY OF REEDLEY RELEASE, WAIVER AND INDEMNITY AGREEMENT

For and in consideration of permitting _____ (“Permittee”) to _____ (“Event”), including activities in preparation thereof, in the City of Reedley, County of Fresno, and State of California and to the furthest extent allowed by law, Permittee agrees to release, indemnify, hold harmless and defend City of Reedley (“City”) and its officers, officials, agents, employees and volunteers from and against any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen out of Permittee's participation in the Event. PERMITTEE AGREES TO ASSUME THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH TO HIMSELF/HERSELF WHILE PARTICIPATING IN THE EVENT AND HE/SHE DOES HEREBY VOLUNTARILY RELEASE THE CITY FROM, AND DOES WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY OF THEIR NEGLIGENCE.

Permittee agrees (i) participation in the Event does not make Permittee an employee of the City; and (ii) any injury sustained by Permittee during his/her participation in the Event does not grant him/her any right, title or interest in any Workers' Compensation benefits for such injury as offered employees of the City, and Permittee waives and relinquishes any interest or right to claim any interest for such injury in the City's employment benefits offered employees of the City by reason of any common law employee rights theory or similar employment entitlements of any kind.

Permittee shall reimburse City for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Agreement shall survive Permittee's participation in the Event.

The Permittee agrees that the contents of this document shall be binding upon his/her heirs, executors, administrators and assigns.

The Permittee acknowledges that he/she (i) has read and fully understands the content of this Release, Waiver and Indemnity Agreement; (ii) is aware that this is a release of liability and a contract between the City and Permittee; (iii) has been fully and completely advised of the potential dangers incidental to participating in the Event; (iv) has had the opportunity to consult with his/her attorney, in his/her discretion; and (v) is fully aware of the legal consequences of signing this document.

Signature of Permittee

Date

Signature of Witness

Date



REEDLEY CITY COUNCIL

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

ITEM NO: 13

DATE: September 28, 2021

TITLE: APPROVAL OF ITEMS PERTAINING TO THE PURCHASE OF (1) NEW FIRE PUMPER

- A) APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN DOCUMENTS RELATED TO THE PURCHASE OF A NEW FIRE PUMPER APPARATUS FROM ROSENBAUER SOUTH DAKOTA, LLC UNDER SOURCEWELL COOPERATIVE PURCHASING CONTRACT #022818-RSB
- B) ADOPT RESOLUTION NO. 2021-102 AMENDING THE 2021-22 ADOPTED BUDGET APPROPRIATING \$746,504 IN MULTIPLE CITY FUNDS FOR THE PURCHASE OF (1) NEW FIRE PUMPER

SUBMITTED: Jerry Isaak, Fire Chief 
Paul A. Melikian, Assistant City Manager 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

To approve and authorize the City Manager to sign documents related to the purchase of (1) new fire pumper apparatus from Rosenbauer South Dakota, LLC under a Sourcewell cooperative purchase contract #022818-RSB, and adopt Resolution No. 2021-102 amending the 2021-22 Adopted Budget appropriating \$746,504 in multiple City funds for the purchase.

EXECUTIVE SUMMARY

The requested purchase of a new fire pumper is to replace a 1999 model year Pierce fire pumper that is 22 years old, which is beyond the typical 15–20 year service life of front line equipment. While the Pierce pumper has served the community well, it is now exhibiting signs of age. The most concerning is that department staff are experiencing issues with the primary electronic control module, which is no longer supported or available for this pumper model, causing concern for firefighter safety and equipment reliability.

Fire Department staff have exhaustively researched the types and styles of fire pumpers that would best serve the community, and recommend the purchase of a new pumper apparatus (truck) from Rosenbauer South Dakota, LLC. This is the same builder of the department's 2015 model year ladder truck. The purchase can be made without the City soliciting formal bids because the basic specifications and corresponding purchase price has already been formally and competitively bid under a cooperative purchasing contract through Sourcewell, a government agency/service cooperative created by the Minnesota state legislature as a local unit of government.

Funding for this purchase is available and eligible from multiple one-time sources, including \$300,000 from Fire Development Impact Fees, \$300,000 from higher than anticipated revenue in Public Safety Sales Tax (Fire portion), and \$146,504 from Measure B sales tax revenue.

BACKGROUND

Discussions about replacement fire engines have been ongoing for many years. A new initial attack fire pumper was identified on the annual Capital Improvement Project list in 2014 for replacement in 2019; however, funding sources were not available at that time to make the purchase. The project was then sidelined and most recently pushed out to 2023. The project was reconsidered this year due to increased development activity, the City receiving a one-time bump in sales tax revenue from the unanticipated economic impact of the pandemic, and the advent of Measure B - events that have collectively allowed this purchase to be considered at this time.

Selection Process

In anticipation of replacing the pumper, the Fire Department created an apparatus committee last February 2021 to seek out and research the various types and styles of fire pumpers that would best serve the community. The committee consisted of individuals of various ranks, knowledge and expertise within the department. They are the personnel who use this equipment and whose life and the lives of others depend on the function and reliability of this apparatus. The committee was tasked with conducting its own independent research and to report their findings. The recommendation of the committee culminates months of research, and the result will produce an apparatus that is tailored to suit the needs of the City. The committee met on numerous occasions to discuss features, technology, specifications, warranty and service.

Based on research and feedback, the apparatus committee is recommending that a Rosenbauer Commander Custom Fire Apparatus is the best choice for the City. Rosenbauer is the world's largest manufacturer of fire equipment with eleven manufacturing locations worldwide. Locations in the United States include Minnesota, South Dakota and Nebraska. Sales, warranty and major service is provided by Burton's Fire in Modesto, CA. The City has used Burton's Fire to service and test its fleet of apparatus for more than 20 years.

FISCAL IMPACT

The purchase price of \$746,503.70 reflects an additional discount of \$23,264.92 below the contract price if the City pre-pays for the truck, with delivery occurring 13 months from the order date. The proposed funding sources have sufficient unallocated fund balances to cover their 'share' of the purchase:

- \$300,000 Fire Developer Impact Fees
- \$300,000 Public Safety Sales Tax, Fire portion
- \$146,504 Measure B sales tax revenue

Equipment financing is not required for this purchase due to the cash positions in the Fire Development Impact Fee fund, Public Safety Sales Tax fund (Fire portion) and Measure B sales tax revenue. Utilizing one-time revenue for this purchase preserves the City's debt capacity for large projects or for critical purchases during tough economic times.

The citizens of Reedley can rest assured that the Fire Department does not take this purchase casually, and staff have taken all necessary steps to obtain the most precise and accurate information to purchase the best product available. The initial attack pumper is the workhorse of the department and one of the most important tools that a fire department employs. Above all, this apparatus will ensure lasting service, to serve and safeguard the citizens, visitors and properties the department is charged with protecting.

ATTACHMENTS

Purchase proposal and contract
Budget Resolution No. 2021-102

BUDGET AMENDMENT RESOLUTION 2021-102

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

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4300.6140	Fire Department Vehicle	\$ 146,504
003-4308.6140	PSST Fire Vehicle	\$ 300,000
103-4273.6140	Fire DIF Vehicle	\$ 300,000
Total		\$ 746,504

Purpose: Appropriations needed for the purchase of (1) New Fire Pumper as authorized by the City Council on September 28, 2021.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
001-2710	GF Fund Balance	\$ 146,504
003-2710	PSST Fund Balance	\$ 300,000
103-2710	Fire DIF Fund Balance	\$ 300,000
Total		\$ 746,504

Impact: Available cash balances in the Fire Development Impact Fee and Public Safety Sales Tax fund will be reduced by \$300,000, respectively. The General Fund balance will be reduced by the remaining \$146,504. All funds are eligible for this purchase and have sufficient fund balance available.

REVIEWED:


Assistant City Manager

RECOMMENDED:


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 28, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Mary L. Fast, Mayor

Ruthie Greenwood, City Clerk



August 8, 2021
 City of Reedley
 1060 D Street
 Reedley, Ca 93654



Awarded Contract

Member Number:
 194780

Chief Isaak:

Thank you for the opportunity to propose the following piece of Rosenbauer custom fire apparatus:

One (1) Type-1 Engine with a Custom Commander Chassis

	Base Price	100% Pre-Pay
Body Price	\$413,251.00	\$402,986.00
Chassis Price	\$287,417.00	\$276,382.00
Delivery	\$4,464.00	\$4,464.00
Ca State Sales Tax	\$64,636.62	\$62,671.70
9.225%	\$769,768.62	\$746,503.70

Please note: Pre-Con for (3) from Dept. at Factory
 No Mid-Point Inspection Required
 Final Inspection for (3) from Dept. at Factory
 Final Delivery will be made by the Burton's Fire to the Dept.
 Performance Bond Not Required
 Quoted Delivery is 395 days after receipt of order
 (1) Day of Familiarization training by Burton's

Terms:

Final payment due upon 30 days after contract acceptance
 Pricing as quoted above is valid for 60 days.

Burton's Fire Inc.
 1301 Doker Drive
 Modesto, CA 95351
 209-544-3161
 209-544-1109 Fax
 www.burtonsfire.com

South Dakota Division
 100 Third Street
 Lyons, SD 57041
 605-543-5591
 605-543-9701 Fax
 E-mail: sales@
 rosenbaueramerica.com

Minnesota Division
 5181 260th Street
 P.O. Box 549
 Wyoming, MN 55092
 651-462-1000
 651-462-1700 Fax
 E-mail: sales@
 rosenbaueramerica.com

Aerial Division
 870 South Broad Street
 Fremont, NE 68025
 402-721-7622
 402-721-7622 Fax
 E-mail: sales@
 rosenbaueramerica.com

Thank you again for this opportunity to work with your department, if you have any questions regarding the above proposal, please contact me at (209) 609-2542 or at howenstine@burtonsfire.com

Sincerely,

Ken Howenstine
 Burton's Fire Inc.

Reedley Fire Department
1060 "D" Street
Reedley, CA 93654



Date: August 6, 2021

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Reedley Fire Department, hereinafter called the Buyer and an officer of Rosenbauer South Dakota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$769,768.62 each
Sourcewell Member Number: 194780	
The contract/purchase order price includes sales tax in the amount of \$64,636.62	
Gross due upon completion and delivery total	TOTAL \$769,768.62
*Note: If chassis amount of \$287,417.00 is paid upon arrival at our plant in South Dakota, deduct \$11,035.00 each	

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY:

The estimated delivery time for the completed apparatus, is to be made 395 days after receipt of and approval of this contract duly executed (chassis and (or) major components must arrive within 230 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

CONTRACT CHANGES:

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
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WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622



PAYMENT TERMS:

Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

TITLE:

The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

PIGGY BACK ORDERS:

The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

MISCELLANEOUS PROVISIONS:

This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venue in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

Dealer: Burton's Fire Inc.

Buyer:
We accept the above proposal and enter into contract with signature below.

Sales Rep: Kenneth Howenstine

_____ Title: _____

_____ Title: _____

_____ Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

Rosenbauer South Dakota, LLC

_____ Title: _____

_____ Date

www.rosenbaueramerica.com

info@rosenbaueramerica.com

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P: 402.721.7622



APPENDIX C
CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

- RBM Chassis 0-60 days
- RBA Aerial 0-60 days
- Rosenbauer Body 0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

- RBM Chassis 61-75 days
- RBA Aerial 61-75 days
- Rosenbauer Body 61-120 days

Change Window #3

changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

- RBM Chassis 76-120 days
- RBA Aerial 76-120 days
- Rosenbauer Body 121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

- RBM Chassis After 120 days
- RBA Aerial After 120 days
- Rosenbauer Body After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: _____

www.rosenbaueramerica.com

info@rosenbaueramerica.com

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P: 402.721.7622



REEDLEY CITY COUNCIL

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

ITEM NO: 14

DATE: September 28, 2021

TITLE: CONSIDERATION OF ITEMS PERTAINING TO A VETERANS MURAL ON THE WEST-FACING WALL OF THE CORTEZIA STYLING SALON BUILDING LOCATED AT 1452 11TH STREET

- A) ADOPT ENVIRONMENTAL ASSESSMENT NO. 2020-14 MAKING A FINDING OF NO POSSIBILITY OF A SIGNIFICANT EFFECT, AND DECLARING THE ACTIVITY IS NOT SUBJECT TO CEQA
- B) APPROVE SIGN PERMIT APPLICATION 2020-12 FOR PLACEMENT OF A MURAL ON THE WEST-FACING WALL OF THE CORTEZIA STYLING SALON BUILDING LOCATED AT 1452 11TH STREET
- C) AUTHORIZE THE CITY MANAGER TO EXECUTE A PROPERTY OWNER AGREEMENT FOR MURAL PLACEMENT, INCLUDING MAKING NON-SUBSTANTIVE CHANGES CONCERNING PLACEMENT, SIZE AND FINAL DESIGN, PROPERTY OWNER AND/OR STRUCTURE LIMITATIONS
- D) ADOPT RESOLUTION NO. 2021-106 AMENDING THE 2021-22 ADOPTED BUDGET APPROPRIATING \$6,359 IN DONATIONS FROM THE PACIFIC GAS & ELECTRIC COMPANY AND MEMBERS OF THE PUBLIC FOR ART IN PUBLIC PLACES, TO BE USED FOR THE REEDLEY VETERANS MURAL

SUBMITTED: Rob Terry, AICP, Community Development Director *RT*
Joe Garza, Police Chief

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

RECOMMENDATION

That the City Council take the following actions pertaining to a Veterans mural on the west-facing wall of the Cortezia Styling Salon building located at 1452 11th Street:

- a) Adopt Environmental Assessment No. 2020-14, 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 2020-12; and
- c) Authorize the City Manager to execute a Property Owner Agreement for mural placement, including making non-substantive changes concerning placement, size and final design, property owner and/or structure limitations; and

- d) Adopt Resolution No. 2021-106 amending the 2021-22 Adopted Budget appropriating \$6,359 in donations from the Pacific Gas & Electric Company and members of the public for Art in Public Places, to be used for the Reedley Veterans Mural

BACKGROUND

In late 2020, staff was approached by the Reedley Rotary Club (Rotary), who was interested in partnering with the local veterans and the Arts in Public Places Program through the City for the placement of an armed forces-themed mural within the community. Originally, Rotary was working with Valley artist Jeff Carnie, who has extensive experience with mural design and placement throughout the state. Mr. Carnie worked with Rotary to create the original conceptual design, which is included as Attachment 3. Due to scheduling and logistical challenges, Rotary began considering alternatives to traditional mural placement, and made contact with Pro-Screen Graphics, who could design and manufacture a framed vinyl printed banner; allowing for a larger overall mural with greater detail and graphic quality. In addition, the updated design would also include lettering above the mural reading "Thank You Reedley Veterans." Both design proposals included input from Reedley Area Veterans, with all such feedback incorporated into the final proposal. Lastly, the Pacific Gas & Electric Company (PG&E) recently approached the City offering to gift an additional \$5,000 to the project through their Better Together Giving Program, which will enable the addition of either solar lighting and/or treatment for the remaining wall-area surrounding the proposed mural, to improve the aesthetics and longevity of the site.

Prior to official submittal of the proposed project, the applicant made contact with Martha Cortez, property and business owner of Cortezia Styling Salon located at 1452 11th Street, to ascertain her interest in placing the proposed mural on the west-facing wall of her property. Ms. Cortez is in support of such placement, and staff has prepared a Property Owner Agreement for allowance of such placement, if approved by the City Council. 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. In accordance with the aforementioned requirement, the Planning Commission held a noticed public hearing on March 4, 2021. The Planning Commission, via Resolution 2021-04 (Attachment 2), recommends that the City Council approve the conceptual design and placement of the mural.

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.

FISCAL IMPACT

The cost of the proposed mural is estimated at approximately \$16,000, including all design, printing, materials, installation, lighting and anti-graffiti coating. Funding for the mural will be provided through a donation of \$5,000 from the Reedley Rotary Club (\$2,500 Rotary District Grant + \$2,500 Rotary donation), \$5,000 from the City of Reedley Arts in Public Places Program, \$5,000 from the PG&E Better Together Giving Program, and \$1,359 through past donations from the public for Arts in Public Places.

ATTACHMENTS

1. Environmental Assessment 2020-14
2. Reedley Planning Commission Resolution 2021-04
3. Original Design of Armed Forces Mural proposed to be placed at 1452 11th Street
4. Updated Design of Armed Forces Mural proposed to be placed at 1452 11th Street
5. Draft Property Owner Agreement for mural placement
6. Budget Resolution No. 2021-106

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. 2020-14 (Sign Permit App 2020-12)

PROJECT LOCATION: 1452 11th Street Reedley, CA 93654 (APN 368-213-14)

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 west-facing wall of the Cortezia Styling Salon building located at 1452 11th 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: March 4, 2021

Submitted by:



Rob Terry, Director
City of Reedley
Community Development Department
(559) 637-4200 ext. 286

RESOLUTION NO. 2021-04

**A RESOLUTION OF THE CITY OF REEDLEY PLANNING COMMISSION
RECOMMENDING APPROVAL OF ENVIRONMENTAL ASSESSMENT NO. 2020-14
AND RECOMMENDING APPROVAL OF SIGN PERMIT APPLICATION 2020-12**

WHEREAS, the City of Reedley Planning Commission, at the regular meeting of March 4, 2021, held a public hearing to consider a request of Reedley Rotary Club for placement of a mural on the west-facing wall of the Cortezia Styling Salon located at 1452 11th Street (APN 368-213-14); 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. 2020-14 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 2020-14, and recommends approval of Sign Permit Application No. 2020-12 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 must be reviewed and approved by the Community Development Department prior to the placement of the mural; and
3. The property owner where the mural will be placed shall enter into a Community Mural Property Owner Agreement with the City prior to placement of said mural; and
4. All provisions of the Zoning Ordinance shall be complied with.

This foregoing resolution is hereby approved and adopted this 4th day of March, 2021, by the following vote:

AYES: Conrad, Luzania, Custodio, Perez, Hudson.
NOES: None.
ABSTAIN: None.
ABSENT: None.

ATTEST:



Rob Terry, Secretary



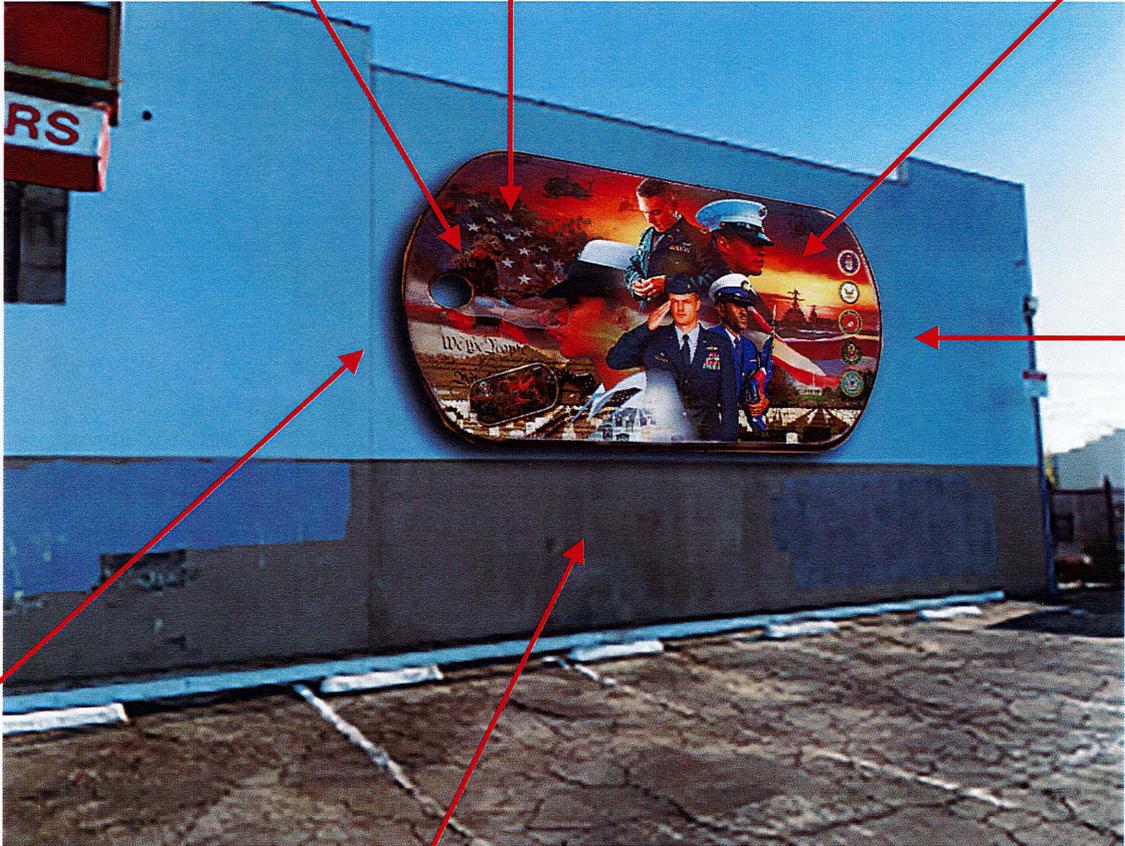
Ron Hudson, Chair
City of Reedley Planning Commission

Attachment 3 - Original Design Proposal

Remove medic, gets lost in the picture

Remove the jungle aspect

Remove ships, group feels it gets crowded on this side.



Lines pointing off the overall mural from each emblem identifying who they are and maybe their motto? Ex. Marine Corp - Simpre Fidelis

The idea with the chain coming out of the hole is great.

Idea to raise funds would be to add bricks below mural up to the top of the gray line. We would have the public buy a brick and have names engraved.

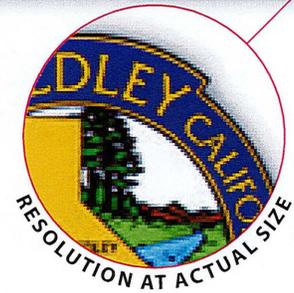
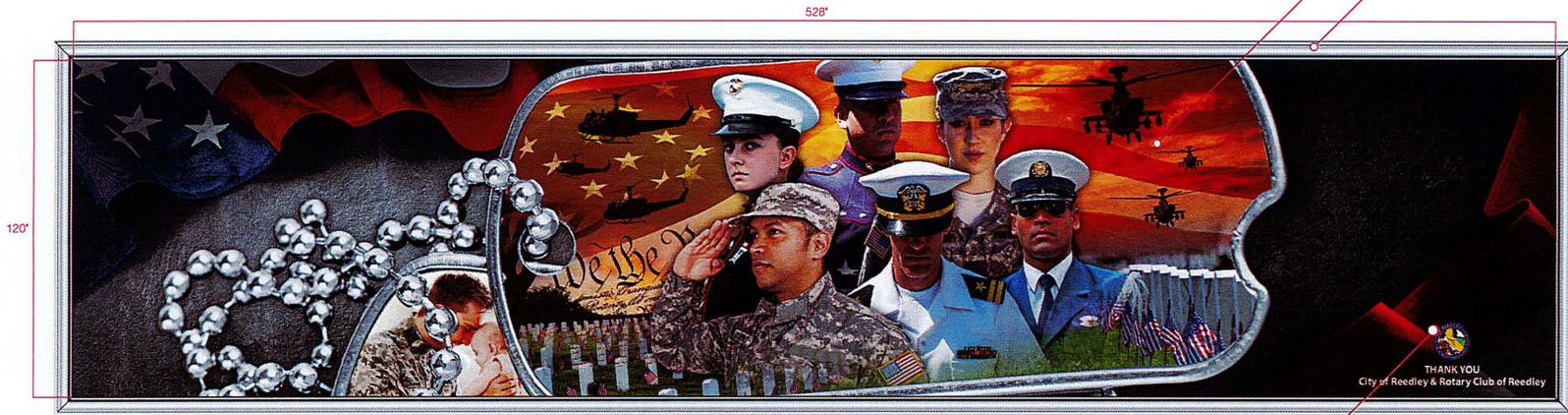
- More sky overall and make it sunnier sky with clouds.
- Would be looking at doing entire wall not just a part of it. More sky may make it not as expensive.

Date: December 5, 2021 @ 1155hrs

Attachment 4 - Updated Design Proposal

- FLUSH MOUNT
- CUSTOM ORDER
ALUPANEL 3mm
GLOSS BLACK
- FRONTLIT MATTE SCRIM
BANNER 13oz
- ACKLAND FRAME SYSTEM

463"
19"
THANK YOU REEDLEY VETERANS





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

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

Exempt from recording fees – Gov. Code Section 27383 SPACE ABOVE THIS LINE FOR RECORDER’S USE

**PROPERTY OWNER AGREEMENT
CITY OF REEDLEY COMMUNITY MURAL**

This Agreement (“Agreement”) is made and entered into effective on _____, 2021 (“Effective Date”), by and between the City of Reedley, a municipal corporation, hereinafter referred to as “City” and Martha Cortez, a private citizen and property owner, hereinafter referred to as “Owner”.

RECITALS

WHEREAS, the City desires to support the placement of public art (murals) that celebrate community culture and history, and improve the aesthetics of the community; and

WHEREAS, the Cortezia Styling Salon building, located at 1452 11th Street Reedley, CA 93654, (APN 368-213-14) offers a location that serves as a highly traveled corridor for the community, and has a western facing wall that is well-suited to accommodate a community mural (the Project); and

WHEREAS, the Owner recognizes that the purpose of mural placement is to enhance the community, and placement is mutually beneficial to the City and the Owner and therefore desires to have a mural painted on the side of their building; and

WHEREAS, the nature of the Project is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties;

NOW, THEREFORE, in consideration of the mural covenants hereinafter contained, it is mutually agreed between the parties as follows:

AGREEMENT

1. The Owner hereby agrees to allow the City to have a mural mounted or painted on the west-facing wall of the building located 1452 11th Street Reedley, CA 93654. The dimensions of the mural will be dependent upon the subject and project. The mural shall be allowed to remain on the wall for a period of twenty (20) years. This Agreement may be extended for successive ten

(10) year periods upon the written extension between the Owner and the City prior to the end of the initial ten-year period. During the term, or any extension thereof, at such time as property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural is located, or the mural otherwise interferes with the Owners use, occupancy, or control of the property, then at the Owner's sole discretion the Owner has the right to cancel this Agreement upon twelve (12) months written notice to the City.

2. The City agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. Allocated funding may be agency funding, donations, or a combination of such. The murals will be applied directly to the wall on a pre-primed surface provided for/by the artist. The Owner agrees to provide the City with reasonable access to the site for such work so as not to interfere with the Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the City at its cost and the mural's condition shall not be allowed to deteriorate. The City agrees to keep Owner's property lien-free in connection with such work or project.

3. Should the mural be removed, the City at its sole cost shall ensure that the area where the mural was placed is returned to the same condition the area was in prior to mural placement.

4. The Owner understands and agrees that the placement of the copyrighted artwork (mural) on the site in no way entitles the Owner to use, at its discretion, the artwork for advertising/profit making purposes, or any other publicity, except under conditions in which the artwork has been released by both the City and the artist.

5. The Owner agrees to indemnify and hold the City and its officials, including departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees harmless from all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Owner's representations and promises and performance of obligations under the Agreement.

6. The subject matter for the mural and the selection of the artist shall be the sole responsibility of the City of Reedley, with concurrence of Owner, and design approval provided by the Reedley City Council.

7. Any dispute hereunder between the parties shall be resolved by resort to non-binding mediation in accordance with the standards and procedures of the American Arbitration Association.

8. This Agreement shall be subject to and governed by the laws of the State of California.

9. Any notice required by law or by this Agreement shall be given by personal delivery of first class U.S.

Mail. Notice by personal delivery will be effective on delivery and notice by mail will be considered effective three days after it is deposited in the U.S. Mail, postage paid, addressed to the City of Reedley, 1733 Ninth Street, Reedley, CA 93654 or to Owner, Martha Cortez, 1452 11th Street, Reedley, CA 93654, at their respective addresses as of the date of this Agreement, unless written notice of change or address has been received by the other party. If any action is required to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees to be determined by a Court.

10. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto. In witness whereof, the City and the Owner have executed this Agreement on the date and year first hereinabove set forth.

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

CITY OF REEDLEY, a municipal corporation

MARTHA CORTEZ, a Private Citizen and
Property Owner

BY: _____
Nicole Zieba, City Manager

BY: _____
Martha Cortez, Property Owner

ATTEST:

BY: _____
Ruthie Greenwood, City Clerk

APPROVED AS TO FORM:

BY: _____
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY: _____
Rob Terry,
Community Development Director

BUDGET AMENDMENT RESOLUTION 2021-106

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

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4410.3025	Planning Division Art In Public Places	\$ 6,359
Total		\$ 6,359

Purpose: To accept and appropriate a \$5,000 grant from the Pacific, Gas & Electric Company Better Together Giving Program, and appropriate previously received donations of \$1,359 for arts in public places to partially fund a mural at "E" and 11th streets recognizing and thanking Reedley veterans for their service to the nation.

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
001-3770	Donations (PG&E)	\$ 5,000
073-2410	Donations Public Art Murals	\$ 1,359
Total		\$ 6,359

Impact: No impact to the General Fund.

REVIEWED:


Assistant City Manager

RECOMMENDED:


for City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on September 28, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Mary L. Fast, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

April 2021:

The Opera House was still closed due to COVID-19 restrictions

RCTC's first-ever summer camp was approved to begin in late June

May 2021:

Two new members were added to the board of directors – Erik Valencia and Allison Botello

Enrollment for Summer Camp (Camp River City) began

The Opera House theatre and attic were purged of unusable items and cleaned

June 2021:

Summer Camp began (will continue through August)

A rent waiver was requested from the Reedley City Council for the months April-August

Audition dates were set for the next show, "Legends: Grand Ole Opry"

A former RHS student was selected to direct a show during the 2022 season

New ticket pricing was established to encourage attendance by more children and students

July 2021:

Summer Camp continues

Approval granted for sponsoring/hosting the Fiesta Pancake Breakfast in October

COVID shuttered-venue grant money was received. \$60,381 with stipulations on how funds may be spent.

August 2021:

Summer Camp performances wrapped up our first-ever, very successful, camp

Masks were required for all attendees of camp performances

RCTC hosted bar for City of Reedley-sponsored paint night

Approval granted for hiring of a part-time employee

Waived rent for the months June, July, August was paid to the City of Reedley

Respectfully Submitted,

Mark A Luzania

President of Board of Directors

Reedley's River City Theatre Company
Profit & Loss
 January through August 2021

	Jan - Aug 21
Ordinary Income/Expense	
Income	
Kids Camp	5,894.15
Production Income	
Production Sponsor	5,000.00
Ticket Sales	1,324.59
Total Production Income	6,324.59
SHARES Card	39.17
Total Income	12,257.91
Gross Profit	12,257.91
Expense	
Advertising	276.14
Bank Ser & CC charges	1,932.17
Insurance	
Liability Insurance	1,316.36
Workman's Comp Insurance	627.00
Total Insurance	1,943.36
Office	
Equipment	
Office Phone	468.46
Total Equipment	468.46
Info System	70.12
Supplies	679.97
Office - Other	876.95
Total Office	2,095.50
Payroll Expenses	
Payroll taxes Expense	-20.22
Total Payroll Expenses	-20.22
Production Expenses	
Costumes	312.00
Music	1,015.00
Props	41.37
Royalties	3,280.00
Production Expenses - Other	1,866.61
Total Production Expenses	6,514.98
Professional Fees	
Consulting	4,200.00
Total Professional Fees	4,200.00
Rent Expense	
Storage	920.00
Rent Expense - Other	4,485.00
Total Rent Expense	5,405.00
Repairs and Maintenance	
Disposal	2,027.51
Repairs and Maintenance - Other	450.00

9:12 AM
09/11/21
Cash Basis

Reedley's River City Theatre Company
Profit & Loss
January through August 2021

	<u>Jan - Aug 21</u>
Total Repairs and Maintenance	2,477.51
Streetscape	203.00
Taxes,Licenses,Fees	225.52
Telephone	1,104.21
Total Expense	<u>26,357.17</u>
Net Ordinary Income	-14,099.26
Other Income/Expense	
Other income	
Contributions	
Fundraiser	50.00
Production Donation	350.00
Contributions - Other	100.00
Total Contributions	<u>500.00</u>
Grants	<u>60,381.00</u>
Total Other Income	<u>60,881.00</u>
Net Other Income	<u>60,881.00</u>
Net Income	<u><u>46,781.74</u></u>

Reedley City Council

September 28, 2021



ITEM NO. 14

**VETERANS MURAL ON THE WEST FACING WALL OF
THE CORTEZIA STYLING SALON BUILDING LOCATED
AT 1452 11TH STREET**

(SIGN PERMIT APPLICATION 2020-12)

Project Site



- Sign Permit Application 2020-12 pertains to the Placement of a Mural on the West-facing Wall of the Cortezia Styling Salon Building Located at 1452 11th Street

Update Details



- Original conceptual design recommended for approval by the Planning Commission on March 4, 2021
- Original recommendation and directions still valid, unless adjusted by the Planning Commission
- Application/material of the mural being changed from painted to vinyl framed banner
- Title proposed to be added
- Larger size proposed; slight change in conceptual design

Original Design Concept



Amended Design Concept



Amended Design Concept (cont.)



Financial Impact



- The cost of the proposed amended mural is still estimated at approximately \$16,000 total, including all work, materials and anti-graffiti coating. Funding provided via:
 - \$5,000 from Reedley Rotary Club (\$2,500 Rotary District Grant + \$2,500 Rotary donation)
 - \$6,359 from the City's Arts in Public Places Program (\$5,000 from current FY + \$1,359 from past public donations for the program)
 - \$5,000 from the PG&E Better Together Giving Program

RECOMMENDATION



- Staff recommends that the City Council take the following actions:
 - Adopt Environmental Assessment No. 2020-14, making a Finding of No Possibility of a Significant Effect, and declaring the activity is not subject to CEQA; and
 - Approve Sign Permit Application 2020-12; and
 - Authorize the City Manager to execute a Property Owner Agreement for mural placement, including making non-substantive changes concerning placement, size and final design, property owner and/or structure limitations; and
 - Adopt Resolution No. 2021-106 amending the 2021-22 Adopted Budget appropriating \$6,359 in donations from the Pacific Gas & Electric Company and members of the public for Art in Public Places, to be used for the Reedley Veterans Mural