

**CITY COUNCIL OF PARLIER
REGULAR MEETING
AGENDA**

DATE: THURSDAY, MARCH 3, 2022
TIME: 6:30 PM
PLACE: Parlier City Hall
1100 E. Parlier Avenue
Parlier, CA 93648

Mayor Pro tem Pimentel will be attending by telephone from 305 Fett Street, Parlier, CA. 93648.

CALL TO ORDER/WELCOME:

Roll Call: Mayor Alma M. Beltran, Mayor Pro-Temp Trinidad Pimentel, Councilwoman Diane Maldonado, Council woman Sabrina Rodriguez, Council woman Cathryn "Kathy" Solorio, City Clerk Dorothy Garza and Treasurer Michelle Lopez.

FLAG SALUTE: Mayor Alma M. Beltran

INVOCATION:

ADDITIONS/DELETIONS:

PRESENTATIONS/INFORMATIONAL:

Alfonso Manrique update on TCP and WWTP projects

PUBLIC COMMENT:

At this time any citizen may address the City Council on matters not appearing on the agenda that are within the jurisdiction of the City of Parlier. Speakers shall limit their comments to three (3) minutes unless extended by the Mayor. Please begin your comments by stating your name and City of residence.

The City Council is prohibited by law from taking collective formal action on matters raised during public that are not on the agenda, but individual council members may respond to anyone providing any public comment. No adverse conclusion should be drawn if the City Council does not respond to any public comment. Responses to public comment by individual city council members may or may not reflect the views of any other, or of a majority of council members. The Council may refer the matter to the City Manager or staff or request that it be placed on a future agenda.

CONSENT CALENDAR:

All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of items appearing on the Consent Calendar unless requested to be removed for separate discussion and acted on by separate vote.

1. Approve the Check Reports dated February 15, 2022 to February 28, 2022.
2. Approve the Minutes dated February 3, 2022 and February 17, 2022.
3. Approve the use and waive all fees for Cen-Cal Panthers to utilize the Veteran's Memorial Park for their softball practices and games from February 1, 2022 through December 31, 2022. Dates and times as written on the attached staff report.
4. Approve a \$4,000 donation to Crime Stoppers for information leading to the arrest of the person responsible for the murder of Ricardo Chavana.
5. Approve the use and waive all fees for the use of Earl Ruth Park by the Parlier Round Up Committee for the Annual Round Up on April 28, 29, 30 and May 1, 2022.

REGULAR BUSINESS:

6. **SUBJECT:** Consideration and Necessary Action on Resolution Approving Final map of City Council Electoral Districts.

PUBLIC HEARING:

- a. Mayor Beltran to open Public Hearing
- b. Public input/testimony for or against.
- c. Mayor Beltran to close Public Hearing

RECOMMENDATION: Staff recommends council conduct public hearing and adopt **Resolution No. 2022-08**, approving final map of City Council electoral districts.

7. **SUBJECT:** Consideration and Necessary Action on First Reading and Introduction and Ordinance Establishing Residency Requirements for Persons Seeking Election to and Persons Elected to the Position of City Council Member or Mayor of the City of Parlier.

RECOMMENDATION: City Council to conduct First Reading and Introduction of **Ordinance 2022-02**, schedule public hearing for March 17, 2022.2

8. **SUBJECT:** Consideration and Necessary Action on Resolution of the City Council of The City of Parlier memorializing its January 6, 2022, Determination that Meeting in Person Does Not Present an Eminent Risk to the Health and Safety of Attendees Under Subdivision (e) of §54953 of the Government Code and Declaring Policies Consistent with the Brown Act Concerning Participation by Members of the City Council by Teleconference.

RECOMMENDATION: City staff recommends the City Council adopt **Resolution No. 2022-09**, of the City Council of the City of Parlier Memorializing its January 6, 2022, Determination that Meeting in Person

Does Not Present an Eminent Risk to the Health and Safety of Attendees Under Subdivision (e) of §54953 of the Government Code and Declaring Policies Consistent with the Brown Act Concerning Participation by Members of the City Council by Teleconference.

9. **SUBJECT:** Consideration and Necessary Action Approving the Resolution to accept Highway Safety Improvement Program Funds for the Pedestrian Safety Improvements Project HSIPSL-5252(033).

RECOMMENDATION: Staff recommends that the City Council adopt a **Resolution No. 2022-10**, accepting grant funds from the Highway Safety Improvement Program (HSIP) awarded to the City of Parlier for the Pedestrian Safety Improvement Project and authorize the City Manager to execute all associated grant agreements including but not limited to the Master Agreement and Program Supplement Agreement.

BRIEF COMMENTS: COUNCIL COMMUNICATIONS/COMMENTS:

CITY MANAGER:

CITY ATTORNEY:

CITY COUNCIL:

ADJOURNMENT

ADA NOTICE

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.

DOCUMENTS

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 East Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at www.parlier.ca.us



CITY OF PARLIER

#1

Check Report

By Check Number

Date Range: 02/15/2022 - 02/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
BES03	BEST TIRES IN TOWN, INC.	02/24/2022	Regular	0.00	195.00	58084
BRE14	BRENNTAG PACIFIC, INC.	02/24/2022	Regular	0.00	580.98	58085
CAL1Y	CALIFORNIA WATER SERVICES INC.	02/24/2022	Regular	0.00	15,525.63	58086
CEN19	CENTRAL SANITARY SUPPLY	02/24/2022	Regular	0.00	127.14	58087
ENE00	CHOICE PARTNERS, INC.	02/24/2022	Regular	0.00	2,842.00	58088
CIN01	CINTAS CORPORATION NO. 2	02/24/2022	Regular	0.00	2,155.90	58089
	Void	02/24/2022	Regular	0.00	0.00	58090
	Void	02/24/2022	Regular	0.00	0.00	58091
COM02	COMCAST BUSINESS	02/24/2022	Regular	0.00	711.94	58092
COR15	CORE & MAIN LP	02/24/2022	Regular	0.00	254.80	58093
COS03	COSTANZO & ASSOCIATES	02/24/2022	Regular	0.00	19,595.25	58094
DEL00	DE LAGE LANDEN FINANCIAL	02/24/2022	Regular	0.00	319.25	58095
EIN01	EINSTEIN SERVICES, LLC	02/24/2022	Regular	0.00	480.00	58096
FRE13	FRESNO COUNTY TREASURER	02/24/2022	Regular	0.00	812.01	58097
GOO02	GOODSUITE	02/24/2022	Regular	0.00	1,153.20	58098
T&J01	JOSE M. SILVA	02/24/2022	Regular	0.00	1,492.19	58099
KOE01	KOEFRAN INDUSTRIES, INC.	02/24/2022	Regular	0.00	195.00	58100
MAT02	MATSON ALARM CO. INC.	02/24/2022	Regular	0.00	49.00	58101
MEN18	MENDOCINO AUTO SALES & RE	02/24/2022	Regular	0.00	4,418.61	58102
PRE02	PATRICIA PRECIADO	02/24/2022	Regular	0.00	200.00	58103
QUI02	QUILL CORPORATION	02/24/2022	Regular	0.00	261.25	58104
HER13	RAUL R. HERRERA	02/24/2022	Regular	0.00	600.00	58105
REN02	RENT A TOILET	02/24/2022	Regular	0.00	165.00	58106
SHR00	SHRED-IT USA - FRESNO	02/24/2022	Regular	0.00	378.28	58107
SOC00	SOCIAL VOCATIONAL SERVICES	02/24/2022	Regular	0.00	9,150.00	58108
	Void	02/24/2022	Regular	0.00	0.00	58109
TYL02	SONIA LARA TYLER	02/24/2022	Regular	0.00	165.00	58110
SOU07	SOUTH COUNTY VETERINARY H	02/24/2022	Regular	0.00	319.00	58111
STA1U	STAR 1 MINI MART	02/24/2022	Regular	0.00	608.38	58112
STA19	STATE OF CALIFORNIA	02/24/2022	Regular	0.00	697.00	58113
THE05	THE OFFICE CITY	02/24/2022	Regular	0.00	232.92	58114
LAW01	TIM J. LAW	02/24/2022	Regular	0.00	2,700.00	58115
TYL00	TYLER TECHNOLOGIES, INC.	02/24/2022	Regular	0.00	22,577.65	58116
UN 01	unWIRED BROADBAND, INC.	02/24/2022	Regular	0.00	74.99	58117
VER08	VERIZON WIRELESS	02/24/2022	Regular	0.00	992.93	58118
BEL03	ALMA M. BELTRAN	02/25/2022	Regular	0.00	220.00	58119
BLU01	BLUE SHIELD OF CALIFORNIA	02/25/2022	Regular	0.00	61,839.49	58120
	Void	02/25/2022	Regular	0.00	0.00	58121
	Void	02/25/2022	Regular	0.00	0.00	58122
	Void	02/25/2022	Regular	0.00	0.00	58123
BPS01	BPS TACTICAL, INC	02/25/2022	Regular	0.00	478.75	58124
DGS01	Department of General Services	02/25/2022	Regular	0.00	5,994.00	58125
OLS01	DYLAN J. OLSON	02/25/2022	Regular	0.00	160.01	58126
EIN01	EINSTEIN SERVICES, LLC	02/25/2022	Regular	0.00	5,626.44	58127
EWI01	EWING IRRIGATION PRODUCTS	02/25/2022	Regular	0.00	1,043.36	58128
FAS00	FASTENAL COMPANY	02/25/2022	Regular	0.00	257.15	58129
HDL02	HINDERLITER, DE LLAMAS & ASSOCIATES	02/25/2022	Regular	0.00	390.21	58130
MEN18	MENDOCINO AUTO SALES & RE	02/25/2022	Regular	0.00	169.63	58131
OVE01	OVERHEAD TECHNOLOGY, INC.	02/25/2022	Regular	0.00	1,076.28	58132
SOU07	SOUTH COUNTY VETERINARY H	02/25/2022	Regular	0.00	93.00	58133
TAS01	Tashjian Towers Coporation	02/25/2022	Regular	0.00	36,559.49	58134
THE05	THE OFFICE CITY	02/25/2022	Regular	0.00	62.94	58135
MOR09	Tony Moreno	02/25/2022	Regular	0.00	31.00	58136

Check Report

Date Range: 02/15/2022 - 02/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
UN105	UNITY IT	02/25/2022	Regular	0.00	549.41	58137

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	48	0.00	204,581.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	87	54	0.00	204,581.46

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	48	0.00	204,581.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	87	54	0.00	204,581.46

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	2/2022	204,581.46
			204,581.46



CITY OF PARLIER

Check Report

By Check Number

Date Range: 02/15/2022 - 02/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
BES03	BEST TIRES IN TOWN, INC.	02/24/2022	Regular	0.00	195.00	58084
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2-18-22	Invoice	02/23/2022	UNIT #525 TIRE - REPLC.	0.00	195.00	
	400-5600-6532		VEHICLE MAINTENANCE		195.00	
BRE14	BRENNTAG PACIFIC, INC.	02/24/2022	Regular	0.00	580.98	58085
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
BPI217999	Invoice	02/23/2022	WELL #6A CHLORINE	0.00	580.98	
	400-5600-6002		PARTS & SUPPLIES		580.98	
CAL1Y	CALIFORNIA WATER SERVICES INC.	02/24/2022	Regular	0.00	15,525.63	58086
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0047949-IN	Invoice	02/24/2022	MO ROUTINE SVCS 1/22	0.00	15,525.63	
	400-5600-6011		FUEL		100.00	
	400-5600-6520		PROFESSIONAL SERVICES/		97.28	
	400-5600-6542		CONTRACT SERVICES		3,904.52	
	400-5600-6544		LAB ANALYSIS & TESTING		2,964.00	
	401-5600-6542		CONTRACT SERVICES		4,534.83	
	401-5600-6544		LAB ANALYSIS & TESTING		3,925.00	
CEN19	CENTRAL SANITARY SUPPLY	02/24/2022	Regular	0.00	127.14	58087
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1223964	Invoice	02/23/2022	PD FAC SUPPLIES	0.00	127.14	
	100-5400-6002		PARTS SUPPLIES		127.14	
ENE00	CHOICE PARTNERS, INC.	02/24/2022	Regular	0.00	2,842.00	58088
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
72483	Invoice	02/23/2022	ELEC ENERGY SVGS 12/21	0.00	2,842.00	
	401-5600-6520		PROFESSIONAL SERVICES		2,842.00	
CIN01	CINTAS CORPORATION NO. 2	02/24/2022	Regular	0.00	2,155.90	58089
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4104066715	Invoice	02/23/2022	WK SVCS 12/8/21	0.00	233.23	
	100-5200-6520		PROFESSIONAL SERVICES/		51.58	
	100-5617-6520		PROFESSIONAL SERVICES/		38.77	
	400-5600-6520		PROFESSIONAL SERVICES/		71.44	
	401-5600-6520		PROFESSIONAL SERVICES		71.44	
4104771261	Invoice	02/23/2022	WK SVCS 12/15/21	0.00	220.20	
	100-5200-6520		PROFESSIONAL SERVICES/		51.31	
	100-5617-6520		PROFESSIONAL SERVICES/		38.51	
	400-5600-6520		PROFESSIONAL SERVICES/		65.19	
	401-5600-6520		PROFESSIONAL SERVICES		65.19	
4105369459	Invoice	02/23/2022	WK SVCS 12/21/21	0.00	192.59	
	100-5200-6520		PROFESSIONAL SERVICES/		21.83	
	100-5617-6520		PROFESSIONAL SERVICES/		33.33	
	400-5600-6520		PROFESSIONAL SERVICES/		68.72	
	401-5600-6520		PROFESSIONAL SERVICES		68.71	

Check Report

Date Range: 02/15/2022 - 02/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4106009505	Invoice	02/23/2022	SC FAC SUPPLIES	0.00	137.70	
	100-5615-6002		PARTS SUPPLIES		137.70	
4106009553	Invoice	02/23/2022	WK SVCS 12/28/21	0.00	220.20	
	100-5200-6520		PROFESSIONAL SERVICES/		51.31	
	100-5617-6520		PROFESSIONAL SERVICES/		38.51	
	400-5600-6520		PROFESSIONAL SERVICES/		65.19	
	401-5600-6520		PROFESSIONAL SERVICES		65.19	
4106811435	Invoice	02/23/2022	WK SVCS 1/5/22	0.00	192.59	
	100-5200-6520		PROFESSIONAL SERVICES/		21.83	
	100-5617-6520		PROFESSIONAL SERVICES/		33.33	
	400-5600-6520		PROFESSIONAL SERVICES/		68.72	
	401-5600-6520		PROFESSIONAL SERVICES		68.71	
4107451126	Invoice	02/23/2022	WK SVCS 1/12/22	0.00	177.84	
	100-5200-6520		PROFESSIONAL SERVICES/		19.46	
	100-5617-6520		PROFESSIONAL SERVICES/		33.26	
	400-5600-6520		PROFESSIONAL SERVICES/		62.56	
	401-5600-6520		PROFESSIONAL SERVICES		62.56	
4108145413	Invoice	02/23/2022	WK SVCS 1/19/22	0.00	190.08	
	100-5200-6520		PROFESSIONAL SERVICES/		19.46	
	100-5617-6520		PROFESSIONAL SERVICES/		33.26	
	400-5600-6520		PROFESSIONAL SERVICES/		68.68	
	401-5600-6520		PROFESSIONAL SERVICES		68.68	
4108821004	Invoice	02/23/2022	WK SVCS 1/26/22	0.00	188.51	
	100-5200-6520		PROFESSIONAL SERVICES/		23.02	
	100-5617-6520		PROFESSIONAL SERVICES/		36.81	
	400-5600-6520		PROFESSIONAL SERVICES/		64.34	
	401-5600-6520		PROFESSIONAL SERVICES		64.34	
4109496915	Invoice	02/23/2022	WK SVCS 2/2/22	0.00	201.48	
	100-5200-6520		PROFESSIONAL SERVICES/		23.26	
	100-5617-6520		PROFESSIONAL SERVICES/		37.06	
	400-5600-6520		PROFESSIONAL SERVICES/		70.58	
	401-5600-6520		PROFESSIONAL SERVICES		70.58	
41108965541	Invoice	02/23/2022	WK SVCS 2/16/22	0.00	201.48	
	100-5200-6520		PROFESSIONAL SERVICES/		23.26	
	100-5617-6520		PROFESSIONAL SERVICES/		37.06	
	400-5600-6520		PROFESSIONAL SERVICES/		70.58	
	401-5600-6520		PROFESSIONAL SERVICES		70.58	
	Void	02/24/2022	Regular	0.00	0.00	58090
	Void	02/24/2022	Regular	0.00	0.00	58091
COM02	COMCAST BUSINESS	02/24/2022	Regular	0.00	711.94	58092
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
139818836	Invoice	02/23/2022	FSO CONNECT	0.00	711.94	
	102-5400-6520		PROFESSIONAL SERVICES/		711.94	
COR15	CORE & MAIN LP	02/24/2022	Regular	0.00	254.80	58093
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
Q320831	Invoice	02/24/2022	WATER LEAK REPAIRS	0.00	254.80	
	400-5600-6002		PARTS & SUPPLIES		254.80	
COS03	COSTANZO & ASSOCIATES	02/24/2022	Regular	0.00	19,595.25	58094
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
6904	Invoice	02/24/2022	GENERAL LEGAL SVCS 1/22	0.00	13,814.18	
	100-5200-6521		ATTORNEY SERVICES		12,662.18	
	100-5400-6521		ATTORNEY SERVICES		1,152.00	

Check Report

Date Range: 02/15/2022 - 02/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6905	Invoice	02/24/2022	PERSONNEL SVCS 1/22	0.00	144.00	
	100-5200-6521		ATTORNEY SERVICES		144.00	
6906	Invoice	02/24/2022	COP RETAINER 1/22	0.00	3,000.00	
	100-5200-6521		ATTORNEY SERVICES		3,000.00	
6907	Invoice	02/24/2022	SILICON RANCH 1/22	0.00	357.00	
	401-5600-6521		ATTORNEY FEES		357.00	
6908	Invoice	02/24/2022	YCA SVCS 1/22	0.00	15.00	
	100-5200-6521		ATTORNEY SERVICES		15.00	
6909	Invoice	02/24/2022	RONALD AUSTIN 1/22	0.00	918.00	
	100-5200-6521		ATTORNEY SERVICES		918.00	
6910	Invoice	02/24/2022	JOSE GARZA V COP 1/22	0.00	340.00	
	100-5400-6521		ATTORNEY SERVICES		340.00	
6911	Invoice	02/24/2022	JUAN TORRES V COP 1/22	0.00	476.00	
	100-5400-6521		ATTORNEY SERVICES		476.00	
6912	Invoice	02/24/2022	ARIAS 1/22	0.00	395.07	
	100-5200-6521		ATTORNEY SERVICES		395.07	
6913	Invoice	02/24/2022	FIRE DEPT SVCS 1/22	0.00	136.00	
	100-5200-6521		ATTORNEY SERVICES		136.00	
DELOO	DE LAGE LANDEN FINANCIAL	02/24/2022	Regular	0.00	319.25	58095
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
75409548	Invoice	02/23/2022	COPY MCHN SVCS 2/22	0.00	319.25	
	100-5400-6520		PROFESSIONAL SERVICES/		319.25	
			COPY MCHN SVCS 2/22			
EIN01	EINSTEIN SERVICES, LLC	02/24/2022	Regular	0.00	480.00	58096
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV-000014	Invoice	02/23/2022	OUTFIT VEHICLE #31 & 27	0.00	480.00	
	100-5400-6532		VEHICLE MAINTENANCE		480.00	
			OUTFIT VEHICLE #31 & 27			
FRE13	FRESNO COUNTY TREASURER	02/24/2022	Regular	0.00	812.01	58097
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
SO19140	Invoice	02/23/2022	RMS/JMS FEES 1/22	0.00	188.43	
	100-5400-6520		PROFESSIONAL SERVICES/		188.43	
			RMS/JMS FEES 1/22			
SO19174	Invoice	02/23/2022	PRISONER PROCESSING 2Q	0.00	623.58	
	100-5400-6520		PROFESSIONAL SERVICES/		623.58	
			PRISONER PROCESSING 2Q			
GOO02	GOODSUITE	02/24/2022	Regular	0.00	1,153.20	58098
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV144293	Invoice	02/23/2022	COPY MCHN SVCS 1/22	0.00	1,153.20	
	100-5200-6520		PROFESSIONAL SERVICES/		77.20	
	100-5400-6520		COPY MCHN SVCS 1/22		172.00	
	100-5700-6520		PROFESSIONAL SERVICES/		80.95	
	100-5700-6520		COPY MCHN SVCS 1/22		45.70	
	269-6303-6520		PROFESSIONAL SERVICES/		93.65	
	400-5300-6520		COPY MCHN SVCS 1/22		194.39	
	400-5600-6520		PROFESSIONAL SERVICES/		147.46	
	401-5300-6520		COPY MCHN SVCS 1/22		194.39	
	401-5600-6520		PROFESSIONAL SERVICES/		147.46	
			COPY MCHN SVCS 1/22			
T&J01	JOSE M. SILVA	02/24/2022	Regular	0.00	1,492.19	58099

Check Report

Date Range: 02/15/2022 - 02/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PD-1-22	Invoice	02/23/2022	PD VEHICLE FUEL 1/22	0.00	1,492.19	
	100-5400-6011	FUEL	PD VEHICLE FUEL 1/22		1,492.19	
KOE01	KOEFRAN INDUSTRIES, INC.	02/24/2022	Regular	0.00	195.00	58100
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
000049501	Invoice	02/23/2022	ANIMAL DISPOSAL	0.00	195.00	
	100-5410-6021	ANIMAL DISPOSAL	ANIMAL DISPOSAL		195.00	
MAT02	MATSON ALARM CO. INC.	02/24/2022	Regular	0.00	49.00	58101
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2318061	Invoice	02/23/2022	PD ALARM 3/22	0.00	49.00	
	100-5400-6520	PROFESSIONAL SERVICES/	PD ALARM 3/22		49.00	
MEN18	MENDOCINO AUTO SALES & RE	02/24/2022	Regular	0.00	4,418.61	58102
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1503	Invoice	02/23/2022	REPLACE STEERING GEAR	0.00	2,211.63	
	100-5400-6532	VEHICLE MAINTENANCE	REPLACE STEERING GEAR		2,211.63	
1579	Invoice	02/23/2022	REPLACE PURGE SOLENOID	0.00	183.80	
	102-5400-6532	VEHICLE MAINTENANCE	REPLACE PURGE SOLENOID		183.80	
1904	Invoice	02/23/2022	REPLACE FUEL PUMP	0.00	1,250.63	
	100-5400-6532	VEHICLE MAINTENANCE	REPLACE FUEL PUMP		1,250.63	
2193	Invoice	02/23/2022	REPLACE STEERING COLUMN	0.00	722.56	
	100-5410-6532	VEHICLE MAINTENANCE	REPLACE STEERING COLUMN		722.56	
2204	Invoice	02/23/2022	OIL SERVICE	0.00	49.99	
	102-5400-6532	VEHICLE MAINTENANCE	OIL SERVICE		49.99	
PRE02	PATRICIA PRECIADO	02/24/2022	Regular	0.00	200.00	58103
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
02/02/2022	Invoice	02/24/2022	COMM CTR DEP 02/11/2022	0.00	200.00	
	100-23101	COMMUNITY CENTER RE	COMM CTR DEP 02/11/2022		200.00	
QUI02	QUILL CORPORATION	02/24/2022	Regular	0.00	261.25	58104
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
23035579	Invoice	02/23/2022	QUILL	0.00	20.12	
	400-5300-6000	OFFICE SUPPLIES - FIN	QUILL		10.06	
	401-5300-6000	OFFICE SUPPLIES	QUILL		10.06	
23036302	Invoice	02/23/2022	QUILL	0.00	241.13	
	400-5300-6000	OFFICE SUPPLIES - FIN	QUILL		120.57	
	401-5300-6000	OFFICE SUPPLIES	QUILL		120.56	
HER13	RAUL R. HERRERA	02/24/2022	Regular	0.00	600.00	58105
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PPD-JAN-2022	Invoice	02/23/2022	POLYGRAPHS 1/22	0.00	600.00	
	100-5400-6530	RECRUITMENT & ADVERT	POLYGRAPHS 1/22		600.00	
REN02	RENT A TOILET	02/24/2022	Regular	0.00	165.00	58106
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
40388	Invoice	02/23/2022	PW RENTAL SVCS 3/22	0.00	165.00	
	100-5600-6520	PROFESSIONAL SERVICES/	PW RENTAL SVCS 3/22		165.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
SHR00	SHRED-IT USA - FRESNO	02/24/2022	Regular	0.00	378.28	58107
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
8000160833	Invoice	02/23/2022	DOCUMENT SHREDDING	0.00	87.09	
	100-5400-6520		PROFESSIONAL SERVICES/ DOCUMENT SHREDDING		87.09	
8000295216	Invoice	02/23/2022	DOCUMENT SHREDDING	0.00	203.22	
	100-5400-6520		PROFESSIONAL SERVICES/ DOCUMENT SHREDDING		203.22	
8000941869	Invoice	02/23/2022	DOCUMENT SHREDDING	0.00	87.97	
	100-5400-6520		PROFESSIONAL SERVICES/ DOCUMENT SHREDDING		87.97	
SOC00	SOCIAL VOCATIONAL SERVICES	02/24/2022	Regular	0.00	9,150.00	58108
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
36A2213-IN	Invoice	02/23/2022	LANDSCAPE SVCS 1/22	0.00	4,575.00	
	100-5400-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 1/22		457.50	
	100-5600-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 1/22		457.50	
	100-5610-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 1/22		457.50	
	100-5615-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 1/22		457.50	
	100-5620-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 1/22		457.50	
	203-5600-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 1/22		457.50	
	204-5600-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 1/22		457.50	
	213-5600-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 1/22		915.00	
	269-6303-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 1/22		457.50	
36L2113-IN	Invoice	02/23/2022	LANDSCAPE SVCS 12/21	0.00	4,575.00	
	100-5400-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 12/21		457.50	
	100-5600-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 12/21		457.50	
	100-5610-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 12/21		457.50	
	100-5615-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 12/21		457.50	
	100-5620-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 12/21		457.50	
	203-5600-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 12/21		457.50	
	204-5600-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 12/21		457.50	
	213-5600-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 12/21		915.00	
	269-6303-6520		PROFESSIONAL SERVICES/ LANDSCAPE SVCS 12/21		457.50	
	Void	02/24/2022	Regular	0.00	0.00	58109
TYL02	SONIA LARA TYLER	02/24/2022	Regular	0.00	165.00	58110
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
02/08/2022	Invoice	02/24/2022	COMM CTR DEP 02/08/2022	0.00	165.00	
	100-23101		COMMUNITY CENTER RE COMM CTR DEP 02/08/2022		200.00	
	100-5617-45200		COMMUNITY CENTER RE COMM CTR DEP 02/08/2022		-35.00	
SOU07	SOUTH COUNTY VETERINARY H	02/24/2022	Regular	0.00	319.00	58111
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
255903	Invoice	02/23/2022	RADIOLOGY SERVICE 1/22	0.00	319.00	
	100-5410-6013		ANIMAL COSTS (K-9) RADIOLOGY SERVICE		319.00	
STA1U	STAR 1 MINI MART	02/24/2022	Regular	0.00	608.38	58112
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
PW 12-2021	Invoice	02/23/2022	FUEL 12/21 - 1/22	0.00	608.38	
	401-5600-6011		FUEL FUEL 12/21 - 1/22		608.38	
STA19	STATE OF CALIFORNIA	02/24/2022	Regular	0.00	697.00	58113

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
559100	Invoice	02/23/2022	FINGERPRINTING	0.00	452.00	
	100-5300-6520		PROFESSIONAL SERVICES/		32.00	
	100-5400-6520		PROFESSIONAL SERVICES/		68.00	
	100-5400-6529		GBH DISTRIBUTORS SVCS		352.00	
564608	Invoice	02/23/2022	BLOOD ALCOHOL ANALYSIS 1/22	0.00	245.00	
	100-5400-6544		LAB ANALYSIS & TESTING		245.00	
THE05	THE OFFICE CITY	02/24/2022	Regular	0.00	232.92	58114
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
IN-1730662	Invoice	02/23/2022	PENS, NOTEBOOKS, TISSUES	0.00	74.71	
	100-5400-6000		OFFICE SUPPLIES		74.71	
IN-1730983	Invoice	02/23/2022	PAPER, WIPES	0.00	113.55	
	100-5400-6000		OFFICE SUPPLIES		113.55	
IN-1731735	Invoice	02/23/2022	HDMI CABLE	0.00	44.66	
	100-5400-6000		OFFICE SUPPLIES		44.66	
LAW01	TIM J. LAW	02/24/2022	Regular	0.00	2,700.00	58115
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
22-119	Invoice	02/24/2022	BACKGROUNDS	0.00	2,100.00	
	100-5400-6520		PROFESSIONAL SERVICES/		2,100.00	
22-126	Invoice	02/24/2022	BACKGROUNDS	0.00	600.00	
	100-5400-6520		PROFESSIONAL SERVICES/		600.00	
TYL00	TYLER TECHNOLOGIES, INC.	02/24/2022	Regular	0.00	22,577.65	58116
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
025-363839	Invoice	02/23/2022	ANN RENEWAL FEES 2022	0.00	22,370.00	
	400-5300-6542		CONTRACT SERVICES		7,456.67	
	401-5300-6542		CONTRACT SERVICES		7,456.67	
	402-5300-6542		CONTRACT SERVICES		7,456.66	
025-364279	Invoice	02/23/2022	HARDWARE ANNUAL FEE	0.00	111.65	
	400-5300-6542		CONTRACT SERVICES		37.22	
	401-5300-6542		CONTRACT SERVICES		37.22	
	402-5300-6542		CONTRACT SERVICES		37.21	
025-365268	Invoice	02/23/2022	UB ONLINE SVCS 2/22	0.00	96.00	
	400-5300-6542		CONTRACT SERVICES		32.00	
	401-5300-6542		CONTRACT SERVICES		32.00	
	402-5300-6542		CONTRACT SERVICES		32.00	
UN 01	unWIRED BROADBAND, INC.	02/24/2022	Regular	0.00	74.99	58117
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV01261801	Invoice	02/23/2022	WWTP DATA SVCS 2/22	0.00	74.99	
	401-5600-6510		TELEPHONE/DATA/PAGER		74.99	
VER08	VERIZON WIRELESS	02/24/2022	Regular	0.00	992.93	58118

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9896727219	Invoice	02/15/2022	CELL PHONE SVCS 12/21	0.00	992.93	
100-13999	A/R - CUSTOM P		CELL PHONE SVCS 12/21		243.62	
100-13999	A/R - CUSTOM P		CELL PHONE SVCS 12/21		-9.64	
100-13999	A/R - CUSTOM P		CELL PHONE SVCS 12/21		-267.72	
100-5100-6510	TELEPHONE/DATA/PAGER		CELL PHONE SVCS 12/21		258.05	
100-5200-6002	PARTS SUPPLIES		CELL PHONE SVCS 12/21		94.43	
100-5200-6510	TELEPHONE/DATA/PAGER		CELL PHONE SVCS 12/21		103.22	
100-5400-6510	TELEPHONE/DATA/PAGER		CELL PHONE SVCS 12/21		-24.75	
100-5410-6510	TELEPHONE/DATA/PAGER		CELL PHONE SVCS 12/21		51.61	
100-5420-6510	CE TELEPHONE/DATA/PA		CELL PHONE SVCS 12/21		51.61	
100-5700-6510	TELEPHONE/DATA/PAGER		CELL PHONE SVCS 12/21		41.61	
400-5600-6510	TELEPHONE/DATA/PAGER		CELL PHONE SVCS 12/21		192.84	
401-5600-6510	TELEPHONE/DATA/PAGER		CELL PHONE SVCS 12/21		258.05	

BELO3	ALMA M. BELTRAN	02/25/2022	Regular	0.00	220.00	58119
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2/2/22	Invoice	02/25/2022	Mayor's Mtgs-Per Diem 1D	0.00	110.00	
100-5100-6503	TRAVEL, MEETINGS & TR		Mayor's Mtgs-Per Diem 1D		110.00	
23-Feb-22	Invoice	02/25/2022	Mayor's Mtgs-Per Diem 1D	0.00	110.00	
100-5100-6503	TRAVEL, MEETINGS & TR		Mayor's Mtgs-Per Diem 1D		110.00	

BLU01	BLUE SHIELD OF CALIFORNIA	02/25/2022	Regular	0.00	61,839.49	58120
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
220140042889	Invoice	02/25/2022	Health Ins. 2-22	0.00	29,754.27	
100-22197	EMPLOYEE MEDICAL INS.		Health Ins. 2-22		5,731.12	
100-5200-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		573.57	
100-5300-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		16.23	
100-5400-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		4,748.86	
100-5610-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		545.95	
100-5617-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		377.04	
100-5620-5011	INSURANCE-MED-DEN,VI		Health Ins. 2-22		377.04	
102-5400-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		323.33	
160-5400-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		1,179.93	
203-5600-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		391.72	
206-5600-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		391.72	
213-5600-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		634.09	
269-6303-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		5,933.17	
279-5400-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		993.83	
281-5420-5011	CE INSURANCE, MED,DEN		Health Ins. 2-22		470.92	
292-5400-5011	INSURANCE MEDICAL/DE		Health Ins. 2-22		781.90	
400-5200-5011	INSURANCE MED, DEN, VI		Health Ins. 2-22		573.57	
400-5300-5011	INSURANCE- MED, DEN. V		Health Ins. 2-22		631.16	
400-5600-5011	INSURANCE- MED, DEN, V		Health Ins. 2-22		1,905.86	
401-5200-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		491.63	
401-5300-5010	PERS PENSION		Health Ins. 2-22		631.16	
401-5600-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		1,525.71	
402-5300-5011	INSURANCE-MED, DEN,VI		Health Ins. 2-22		360.66	
602-8100-5011	INSURANCE-MED,DEN,VIS		Health Ins. 2-22		164.10	
220420082204	Invoice	02/25/2022	Health Ins. 3-22	0.00	32,085.22	
100-22197	EMPLOYEE MEDICAL INS.		Health Ins. 3-22		7,478.74	
100-5200-5011	INSURANCE-MED,DEN,VIS		Health Ins. 3-22		573.57	
100-5300-5011	INSURANCE-MED,DEN,VIS		Health Ins. 3-22		16.23	
100-5400-5011	INSURANCE-MED,DEN,VIS		Health Ins. 3-22		6,794.88	
100-5610-5011	INSURANCE-MED,DEN,VIS		Health Ins. 3-22		107.15	
100-5617-5011	INSURANCE-MED,DEN,VIS		Health Ins. 3-22		377.04	
100-5620-5011	INSURANCE-MED-DEN,VI		Health Ins. 3-22		377.04	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	102-5400-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		323.33	
	160-5400-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		1,179.93	
	203-5600-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		391.72	
	206-5600-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		391.72	
	213-5600-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		195.28	
	269-6303-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		5,933.17	
	279-5400-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		993.83	
	281-5420-5011	CE INSURANCE, MED,DEN	Health Ins. 3-22		470.92	
	292-5400-5011	INSURANCE MEDICAL/DE	Health Ins. 3-22		781.90	
	400-5200-5011	INSURANCE MED, DEN, VI	Health Ins. 3-22		573.57	
	400-5300-5011	INSURANCE- MED, DEN. V	Health Ins. 3-22		631.16	
	400-5600-5011	INSURANCE- MED, DEN, V	Health Ins. 3-22		1,613.32	
	401-5200-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		491.63	
	401-5300-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		631.16	
	401-5600-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		1,233.17	
	402-5300-5011	INSURANCE-MED, DEN,VI	Health Ins. 3-22		360.66	
	602-8100-5011	INSURANCE-MED,DEN,VIS	Health Ins. 3-22		164.10	
	Void	02/25/2022	Regular	0.00	0.00	58121
	Void	02/25/2022	Regular	0.00	0.00	58122
	Void	02/25/2022	Regular	0.00	0.00	58123
BPS01	BPS TACTICAL, INC	02/25/2022	Regular	0.00	478.75	58124
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
21032090	Invoice	02/25/2022	Perez Vest - Non Bal	0.00	478.75	
	100-5400-5013	UNIFORM	Perez Vest - Non Bal		478.75	
DGS01	Department of General Services	02/25/2022	Regular	0.00	5,994.00	58125
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0000001431351	Invoice	02/25/2022	RESD Fig Tree Park	0.00	5,994.00	
	243-5700-6520	PROFESSIONAL SERVICES	RESD Fig Tree Park		5,994.00	
OLS01	DYLAN J. OLSON	02/25/2022	Regular	0.00	160.01	58126
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
114-1556513-469	Invoice	02/25/2022	LED Pen Chargeable	0.00	51.59	
	100-5400-5013	UNIFORM	LED Pen Chargeable		51.59	
114-3438639-046	Invoice	02/25/2022	Flashlight	0.00	108.42	
	100-5400-5013	UNIFORM	Flashlight		108.42	
EIN01	EINSTEIN SERVICES, LLC	02/25/2022	Regular	0.00	5,626.44	58127
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV-000021	Invoice	02/25/2022	Light Bar 2 Vehicles	0.00	1,391.43	
	100-5400-6532	VEHICLE MAINTENANCE	Light Bar 2 Vehicles		1,391.43	
INV-000022	Invoice	02/25/2022	Light/Siren/Radio Repair	0.00	4,005.01	
	100-5400-6532	VEHICLE MAINTENANCE	Light/Siren/Radio Repair		4,005.01	
INV-000023	Invoice	02/25/2022	Wire Lights & Pushbar	0.00	230.00	
	100-5400-6532	VEHICLE MAINTENANCE	Wire Lights & Pushbar		230.00	
EWI01	EWING IRRIGATION PRODUCTS	02/25/2022	Regular	0.00	1,043.36	58128
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
16097730	Invoice	02/25/2022	Park Parts	0.00	1,043.36	
	100-5610-6002	PARTS & SUPPLIES	Park Parts		1,043.36	
FAS00	FASTENAL COMPANY	02/25/2022	Regular	0.00	257.15	58129

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
CAFR318231	Invoice	02/25/2022	PW Parts	0.00	257.15	
	100-5600-6002		PARTS SUPPLIES		257.15	
HDL02	HINDERLITER, DE LLAMAS & ASSOCIATES	02/25/2022	Regular	0.00	390.21	58130
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0032432-IN (2)	Invoice	02/25/2022	Sales Taxes Q2 2019	0.00	390.21	
	100-5300-6542		CONTRACT SERVICES		390.21	
MEN18	MENDOCINO AUTO SALES & RE	02/25/2022	Regular	0.00	169.63	58131
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2360	Invoice	02/25/2022	Replace Alternator	0.00	169.63	
	100-5400-6532		VEHICLE MAINTENANCE		169.63	
OVE01	OVERHEAD TECHNOLOGY, INC.	02/25/2022	Regular	0.00	1,076.28	58132
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
705418	Invoice	02/25/2022	MLS Annl Inspection	0.00	1,076.28	
	401-5600-6520		PROFESSIONAL SERVICES		1,076.28	
SOU07	SOUTH COUNTY VETERINARY H	02/25/2022	Regular	0.00	93.00	58133
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
256832	Invoice	02/25/2022	Exam Rescue Cat	0.00	93.00	
	100-5410-6013		ANIMAL COSTS (K-9)		93.00	
TAS01	Tashjian Towers Coporation	02/25/2022	Regular	0.00	36,559.49	58134
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9912	Invoice	02/25/2022	PD Tower Project	0.00	36,559.49	
	102-5400-7001		CAPITAL OUTLAY PROJECT		36,559.49	
THE05	THE OFFICE CITY	02/25/2022	Regular	0.00	62.94	58135
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1732870	Invoice	02/25/2022	Tape, Keys, Wipes	0.00	62.94	
	100-5400-6000		OFFICE SUPPLIES		62.94	
MOR09	Tony Moreno	02/25/2022	Regular	0.00	31.00	58136
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
C1030467	Invoice	02/25/2022	License Reimbursement	0.00	31.00	
	100-5400-6002		PARTS SUPPLIES		31.00	
UNI05	UNITY IT	02/25/2022	Regular	0.00	549.41	58137

Check Report

Date Range: 02/15/2022 - 02/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>363601</u>	Invoice	02/25/2022	IT Svcs & Sonic Wall	0.00	549.41	
	<u>100-5400-6520</u>	PROFESSIONAL SERVICES/	IT SVCS & Sonic Wall		549.41	

Bank Code APBNK Summary

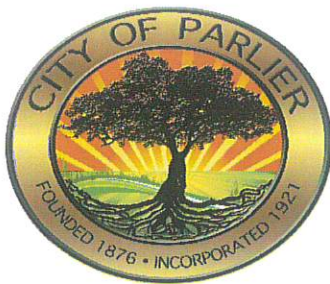
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	48	0.00	204,581.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	87	54	0.00	204,581.46

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	48	0.00	204,581.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	87	54	0.00	204,581.46

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	2/2022	204,581.46
			204,581.46



MINUTES
CITY COUNCIL OF PARLIER
REGULAR MEETING
THURSDAY, FEBRUARY 3, 2022

CALL TO ORDER/WELCOME:

The City Council Regular Meeting of Parlier was held in the City Council Chambers located at 1100E. Parlier Avenue, Parlier, California 93648. Mayor Alma Beltran called the meeting to order at 6:30 P.M.

ROLL CALL:

Council Present: Mayor Alma M. Beltran, Mayor Pro-Temp Trinidad Pimentel, Councilwoman Diane Maldonado, Council woman Sabrina Rodriguez, Council woman Cathryn "Kathy" Solorio, City Clerk Dorothy Garza and Treasurer Michelle Lopez.

Staff Present: Chief of Police David Cerda, Finance Director Ellie Velicescu, City Attorney Neal Costanzo, City Manager Sonia Hall and Assistant City Manager/Deputy City Clerk Bertha Augustine.

FLAG SALUTE: Mayor Alma M. Beltran

INVOCATION: None

ADDITIONS/DELETIONS: None

PRESENTATIONS/INFORMATIONAL:

Ryan Jolley, City Auditor, Presentation of Fiscal Year 2020-2021 Financial Audit Report

Mr. Jolley explained the Financial Audit Report for Fiscal Year 2020-2021.

Loans- 1 loan paid off. All other loans presently being paid.

Liability Pension – Under 2.2 million.

General Fund – 1.5 increase

All Funds – Operating as intended.

Day Care – Deadline meant

Management Report – Last yr. 2 findings and were resolved. This year no findings.

Clean audit for the City. Thanked staff for gathering information. Good Job.

Settlement – 13 mil, 9 mil from state to water fund. Fund for operations and maintenance.

Humberto Gomez Sr – Commented that he never received report on extensions.

Mayor informed Mr. Gomez that any questions he has can be addressed to the person that will be giving a presentation next meeting.

PUBLIC COMMENT: None

At this time any citizen may address the City Council on matters not appearing on the agenda that are within the jurisdiction of the City of Parlier. Speakers shall limit their comments to three (3) minutes unless extended by the Mayor. Please begin your comments by stating your name and City of residence.

The City Council is prohibited by law from taking collective formal action on matters raised during public that are not on the agenda, but individual council members may respond to anyone providing any public comment. No adverse conclusion should be drawn if the City Council does not respond to any public comment. Responses to public comment by individual city council members may or may not reflect the views of any other, or of a majority of council members. The Council may refer the matter to the City Manager or staff or request that it be placed on a future agenda.

CONSENT CALENDAR:

All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of items appearing on the Consent Calendar unless requested to be removed for separate discussion and acted on by separate vote.

City council:

1. Approved the Check Reports dated December 13, 2021 to January 31, 2022.
 2. Approved the Minutes dated January 20, 2022.
 3. Waived all fees and approved the use of the Senior Center for the Annual Parlier Lions Pancake Breakfast Drive Thru.
 4. Adopted **Resolution 02-2022** Accepting Improvements and Authorizing Filing of the Notice of Completion for the Parlier 2021 Road Rehab Project.
- *Note: Item 5 of the Consent Calendar has been withdrawn.**
5. Waived all fees and approve the use of the Senior Center for Ryan Lara Boy Scout of America Eagle Court of Honor Ceremony on February 8, 2022.

M/S/C: Motion to approve items 3&4 of the Consent Calendar by Maldonado, 2nd by Pimentel, **Vote:** 5-0 and carried.

M/S/C: Motion to approve item 1 of the Consent Calendar by Pimentel, 2nd by Maldonado, **Vote:** 3-2 and carried. . (*Note: S. Rodriguez pulled Verizon phone bill. Has question.)

M/S/C: Motion to approve item 2 of the Consent Calendar by Pimentel, 2nd by Maldonado, 5-0 and carried.

REGULAR BUSINESS:

6. Consideration and Necessary Action on Proposed Maps for Electoral City Council District Boundaries Based on 2020 Census.

Joe Armenta for Sonia Garcia explained the districts before and after. All districts are about the same number of voting residents. Mr. Armenta informed Council to let him know of any changes.

PUBLIC HEARING:

a. Mayor Beltran opened the Public Hearing at 7:29 P.M.

b. Public input/testimony for or against.

Humberto Gomez Sr. would like to see maps. He would like a print out of maps with streets. City Attorney Neal Costanzo commented to Mr. Gomez that if he went to the website, he would be able to have a closer look at the maps with streets and addresses. Also informed everyone that there would be no voting on the districts today.

c. Mayor Beltran closed the Public Hearing at 7:56 P.M.

City Council to receive input on the proposed Maps for Electoral City Council District Boundaries Based on 2020 Census.

Council gave consensus to bring back proposed maps for meeting March 3rd 2022. Mayor Pro-Temp Pimentel requesting map 2.

7. SUBJECT: Consideration and Necessary Action on Resolution Approving and Authorizing Execution of Amendment to Municipal Solid Waste Franchise Agreement Between City of Parlier and Mid Valley Disposal LLC.

The City Council adopted **Resolution 03-2022**, Approving and Authorizing Execution of Amendment to Municipal Solid Waste Franchise Agreement Between City of Parlier and Mid Valley Disposal LLC.

M/S/C: Motion to approve Resolution 03-2022 by Mayor Pro-Temp Pimentel, 2nd by Maldonado, vote: 5-0 and carried.

8. SUBJECT: Second Reading and Adoption of Ordinance Adding Chapter 6.21 to Parlier Municipal Code Regarding Organic Waste.

PUBLIC HEARING:

- a. Mayor Beltran opened the Public Hearing at 8:10 P.M.
- b. Public input/testimony for or against.
Joe from Mid Valley Disposable Informed Council and residents on what is the best way to dispose of food waste. He suggested to put food waste in a paper bag and throw it in the green can with the green waste. There will be workshops starting April 1st, 2022. This is mandated by the state. Fines will start Jan 1st, 2024. Fines can start at \$50. and can go up to \$500.
- c. Mayor Beltran closed the Public Hearing at 8:35 P.M.

The City Council conducted a public hearing and adopted Ordinance 01-2022 Adding Chapter 6.21 to Parlier Municipal Code Regarding Organic Waste.

M/S/C: Motion to adopt Ordinance 01-2022 by S. Rodriguez, 2nd by Maldonado, vote 5-0 and carried.

PUBLIC COMMENT ON CLOSED SESSION None

THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE COUNCIL ON AN ITEM WHICH IS TO BE CONSIDERED DURING CLOSED SESSION. SPEAKERS SHALL LIMIT THEIR COMMENTS TO THREE (3) MINUTES.

CLOSED SESSION: (8:30 P.M. thru 8:59P.M.)

- 9. **Public Employment Pursuant to Government Code Section 54957**
All Positions.

Potential Litigation Pursuant to Government Code Section 54956.9
One (1) Case.

Pending Litigation Pursuant to Government Code Section 54956.9
Juan Torres v. City of Parlier, Fresno County Superior Court Case No. 22CECG00075

CLOSED SESSION ANNOUNCEMENT

There was nothing to report.

BRIEF COMMENTS: COUNCIL COMMUNICATIONS/COMMENTS:

No Comments:

CITY MANAGER: Sonia Hall

CITY ATTORNEY: Neal Costanzo

CITY COUNCIL:

ADJOURNMENT

Mayor Alma Beltran adjourned the Regular meeting at 8:59 P.M.

Dorothy Garza – Parlier City Clerk

Resolutions adopted : 2022-02 &03

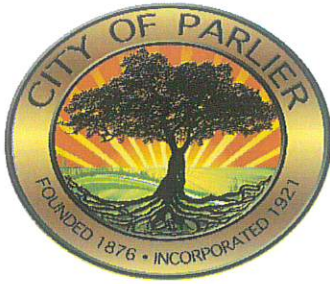
Ordinances adopted : 2022-01

ADA NOTICE

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.

DOCUMENTS

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 East Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at www.parlier.ca.us



MINUTES

CITY COUNCIL OF PARLIER

REGULAR MEETING

THURSDAY, FEBRUARY 17, 2022

CALL TO ORDER/WELCOME:

The City Council of Parlier regular meeting was held in the Council Chambers located at 1100 E. Parlier Avenue, Parlier California 93648. Mayor Alma Beltran called the meeting to order at 6:30 P.M.

ROLL CALL:

Council Present: Mayor Alma M. Beltran, Mayor Pro-Temp Trinidad Pimentel, Councilwoman Diane Maldonado, City Clerk Dorothy Garza and Treasure Michelle Lopez.

By Council's Consensus Council woman Sabrina Rodriguez was allowed to be added and to participate in the meeting via Zoom audio from address 668 Tulare Street, Parlier, Ca. 93648 and also Council woman Cathryn "Kathy" Solorio joined the meeting to participate at 7:08 P.M. from address 13621 E. Second Street, Parlier, Ca. 93648 via zoom audio and also by Council's consensus.

Staff Present: Police Chief David Cerda, Finance Director Ellie Velicescu, City Attorney Neal Constanzo, City Manager Sonia Hall, Assistant City Manager/Deputy City Clerk Bertha Augustine and City Planner Jeff O'Neal.

FLAG SALUTE: Mayor Alma M. Beltran

INVOCATION: None.

ADDITIONS/DELETIONS: None.

PRESENTATIONS/INFORMATIONAL:

Dr. John Walkup presentation on Evaluation results of CALVIP.

The Grant requires an evaluator and an independent evaluation. Information requires to state what the plan is and was it accomplished. Provide training on domestic violence, human trafficking. Need strong parental involvement to support students. Suspension rates have dropped. Need formal success on Co-vid problem What is the Impact on crime. Involved in Grant is Sonia Hall, Lydia Martinez and Susan.

PUBLIC COMMENT:

At this time any citizen may address the City Council on matters not appearing on the agenda that are within the jurisdiction of the City of Parlier. Speakers shall limit their comments to three (3) minutes unless extended by the Mayor. Please begin your comments by stating your name and City of residence.

The City Council is prohibited by law from taking collective formal action on matters raised during public that are not on the agenda, but individual council members may respond to anyone providing any public comment. No adverse conclusion should be drawn if the City Council does not respond to any public comment. Responses to public comment by individual city council members may or may not reflect the views of any other, or of a majority of council members. The Council may refer the matter to the City Manager or staff or request that it be placed on a future agenda.

Comments/questions

Antonio Cruz asked how one applies for a grant.

Answered and explained by Mayor Beltran.

CONSENT CALENDAR:

All Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of items appearing on the Consent Calendar unless requested to be removed for separate discussion and acted on by separate vote.

City Council

1. Approved the Check Reports dated February 1, 2022 to February 14, 2022.
2. Adopted **Resolution No. 2022-04** Supporting the Display of the National Motto "In God We Trust" in the City of Parlier Council Chambers in a prominent Location at City Hall.
3. Approved the expenditures for Mayor Beltran and Sonia Hall to attend the ICSC in Monterey, CA from March 8-9, 2022.

M/S/C: Motion to approve items 1,2 & 3 of the Consent Calendar by Mayor Pro-Temp Pimentel, 2nd by Maldonado, Vote: 4-1 absent Solorio and carried.

REGULAR BUSINESS:

4. Consideration and Necessary Action on annexation of the existing E. Manning Avenue right-of-way.

PUBLIC HEARING:

- a. Mayor Beltran opened the Public Hearing at 6:55 P.M.
- b. Public input/testimony for or against.
There was no public input or testimony for or against.
- c. Mayor Beltran closed the Public Hearing at 6:55 P.M.

The City Council adopted **Resolution No. 2022-05**, forwarding a request to Fresno LAFCo to initiate proceeding under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 for annexation of E. Manning Avenue.

M/S/C: Motion to adopt Resolution 2022-05 by Maldonado, 2nd by S. Rodriguez, Vote: 4-1 absent Solorio and carried.

- 5. SUBJECT:** Public hearing to consider a General Plan Amendment and Conditional Use Permit at 391 K Street.

PUBLIC HEARING:

- a. Mayor Beltran opened the Public Hearing at 7:32 P.M.
- b. Public input/testimony for or against.
Christina Navarro against issuing a permit at 391 K street.
Lucy Pimentel welcomes a restaurant at 391 K street. It would be convenient for seniors that live near by to walk to the restaurant and not having to ask for a ride
Letter from a nearby resident did not like that there would be too much traffic going through the street every day.
Soledo Ramirez owner of 2 other restaurants in Parlier and 1 in Reedley has been in the restaurant business for about 30 years and has never had any problems with the law. He does not have a criminal record. His restaurant will be a family restaurant not a bar. He has lived in Parlier for about 20 years. He is well known.
- c. Mayor Beltran closed the Public Hearing at 7:41 P.M.

The City Council adopted **Resolution No. 2022-06**, making a determination pursuant to CEQA, approving the General Plan Amendment, and approving the Conditional Use Permit.

M/S/C: Motion to approve Resolution 2022-06 by Maldonado, 2nd by Mayor Pro-Temp Pimentel, Roll call Vote: Mayor Beltran yes, Mayor Pro Temp Pimentel yes, Maldonado yes, S. Rodriguez No, Solorio No. 3-2 noes and carried.

- 6. SUBJECT:** Consideration and Necessary Action on Adoption of Resolution authorizing the Submittal of an application to the California Department of Housing and Community Development for funding under the HOME Investment Partnership Program; and if selected, the execution of necessary documents.

The City Council adopted **Resolution No. 2022-07**, authorizing the Submittal of an application to the California Department of Housing and Community Development for funding under the HOME Investment Partnerships Program; and if selected, the execution of necessary documents.

M/S/C: Motion to adopt Resolution 2022-07 by Mayor Pro-Temp Pimentel 2nd by S. Rodriguez, Vote: 5-0 and carried.

7. **SUBJECT:** Consideration and Necessary Action on via Resolution Establishing and Appropriating Funds for the City of Parlier Façade Improvement Project.

RECOMMENDATION: Staff recommends council approve **Resolution No. 2022-08** Establishing and Appropriating Funds for the City of Parlier Façade Improvement Project.

M/S/C: Motion to adopt Resolution 2022-08 by Maldonado 2nd by Mayor Pro-Temp Pimentel,
Vote: 5-0 and carried.

BRIEF COMMENTS: COUNCIL COMMUNICATIONS/COMMENTS:

No comments:

CITY MANAGER: Sonia Hall

CITY ATTORNEY: Neal Constanzo

CITY COUNCIL:

ADJOURNMENT

Mayor Alma Beltran adjourned the Regular Council meeting at 7:58 P.M.

Dorothy Garza – Parlier City Clerk

Resolutions adopted: 4,5,6,7 & 8 -2022

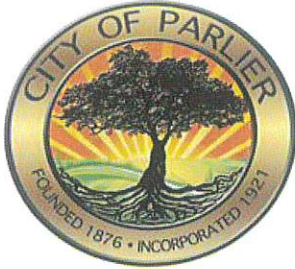
Ordinances adopted: None. (Next Ordinance 2022-02)

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AGENDA ITEM: #3
MEETING DATE: 03/03/2022
DEPARTMENT: FINANCE DEPT

REPORT TO CITY COUNCIL

SUBJECT:

Request to consider the approval for the Cen-Cal Panthers to utilize Veterans Memorial Park for their softball practices and games.

RECOMMENDATION:

Staff recommends City Council consider waiving all fees and approving the use of Veteran's Memorial Park, bathrooms and lights for their softball practice and games beginning February 1, 2022 through December 31, 2022. Cen-Cal Softball practice days will be adjusted to fit other leagues when start/finish their season. For use of Veteran's Memorial Park during season Tuesdays & Thursdays 5PM – 8:30PM when available & Monday – Friday 5PM - 8:30PM and Saturday 9AM - 2PM on off-season. A certificate of liability insurance has been provided.

BACKGROUND:

Cen-Cal Softball has many of the Parlier youth involved in their softball team. This gives the youth an opportunity to stay physically active and have a sense of belonging as well. They have used the parks on prior year with no issues.

Prepared By:

Janet Ayala
Account Tech II

Approved By:

Recreation & Community Services Department

1100 E. Parlier Avenue, Parlier Ca 93648

559-646-3545 X: 235



Applicant:	CEN-CAL PANTHERS
Date Requested:	2/1/2022 -2/1/2023
Type of Event:	SOFTBALL PRACTICE AND GAMES
Address:	871 STANISLAUS ST
Phone Number:	559-643-6736

Park Requested: **TUESDAYS & THURSDAYS DURING CAL RIPKEN OR WHEN AVAILABLE
MONDAY - SATURDAY CAL RIPKEN OFF SEASON **

- ☐ Richard Flores
- ☐ Earl Ruth Park
- ☒ Veteran's Memorial Park
- ☐ Heritage Park

CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES IS PROHIBITED PER
CITY ORDINANCE #84-06, SECTION 12.08.040

	FEE	HOURS	TOTAL
Deposit Fee (100.23101)	\$35.00		\$35.00
Hourly Fee (100.45200)	\$35.00		
Electricity Fee (100.45200)	\$25.00		

Insurance: Provide copy of your homeowner/liability insurance for \$1,000,000.00
insuring the City Of Parlier for your event or anyother insurance agency releasing all
liability to the City Of Parlier.

Policy#	00000074318-00
List any type of entertainment that will be provided:	GIRLS SOFTBALL

Payments:

DATE	AMOUNT	RECEIVED BY:

NOTE: VEHICLES ON GRASS AREA/SIDEWALK WILL BE TOWED.

APPLICANT: Laura Quiroz *Laura Quiroz* DATE: 2/1/2022
FINANCE: _____ DATE: _____

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

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

PRODUCER Terry L Green & Associates 3100 Five Forks Trickum Road Ste 101 Lilburn, GA 30047 INSURED CEN CAL PANTHERS 871 Stanislaus St Parlier, CA 93618 A Member of the Sports, Leisure & Entertainment RPG		CONTACT NAME: Desirae Bohannon PHONE (A/C, No. Ext): (678) 205-8055 FAX (A/C, No): (678) 205-8045 E-MAIL ADDRESS: desirae@AYSAA.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D:	NAIC # 23787

COVERAGES

CERTIFICATE NUMBER: 1SBCA083735-1

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		6B RPG 00000074318-00	08/24/2021 12:01 AM	08/24/2022 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Not provided while in Hawaii			6B RPG 00000074318-00	08/24/2021 12:01 AM	08/24/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6B RPG 00000074318-00	08/24/2021 12:01 AM	08/24/2022 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit

Sport(s): Youth Softball

Age(s): 13-15

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

Membership ID: 1SBCA083735

CERTIFICATE HOLDER

CITY OF PARLIER
 1100 E PARLIER AVENUE
 PARLIER, CA 93648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Michael

2022

Flores Field	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	
Cal Rip		530-830		530-830		530-830	9-12 AM	
Rosa	9AM-3PM		5-9	5-8	5-8		9AM-3PM	Tentative
Lil Lady's								
Cen Cal								
Soccer			5:00-8:00		5:00-8:00			
Veteran's	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	
Cal Rip		530-830		530-830		530-830	9-12 AM	
Rosa								
Lil Lady's								
Cen Cal		530-830	530-830	530-830	530-830	530-830	10-2PM	Tentative
Heritage	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	
Cal Rip								
Rosa		5-8	5-8	5-8	5-8			Tentative
Lil Lady's								
Cen Cal								
Soccer		5:00-8:00	5:00-8:00	5:00-8:00	5:00-8:00			

AGENDA ITEM: _____ Item No. 6

MEETING DATE: March 3, 2022

DEPARTMENT: Administration

REPORT TO THE CITY COUNCIL

SUBJECT:

Public Hearing on Resolution Approving and Adopting Final Map of City Council Electoral Districts.

RECOMMENDATION:

Conduct public hearing and adopt resolution approving final map of City Council electoral districts.

BACKGROUND:

Every ten years, cities with a by-district election system must use new census data to review and, if needed, redraw district lines to reflect how populations have changed. The process is called redistricting. The process is designed to ensure that all districts in a city have as nearly equal population as is possible.

The City of Parlier has been in four districts with an at-large, elected mayor for a very long time and adheres to this redistricting process every ten years as required. It last examined the need to change the boundaries of districts based on the 2010 census all as required by law. Districts must now be reexamined and redrawn using the 2020 census data. Additionally, there is a new enactment, the Fair Maps Act adopted by the California Legislature as AB 849 which took effect January 1, 2020.

Under the Act the Council is required to draw and adopt boundaries using the following criteria in the listed order of priority. (Elections Code §21601(c)).

1. Comply with the federal requirements of equal population and the Voting Rights Act.
2. Geographically contiguous districts are required.
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas) that should be kept together.
4. Easily identifiable boundaries.
5. Districts are required to be “compact”, (do not by-pass one group of people to get to a more distant group of people).
6. Shall not favor or discriminate against a political party.

Once the prioritized criteria are met, other traditional districting principals can be

considered such as:

1. Minimize the number of voters delayed from voting in 2022 to 2024.
2. Respect voters' choice/continuity in office.
3. Future population growth.

By law the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps. At least one hearing must occur before the City draws draft maps. Two must occur after the drawing of draft maps and a fourth hearing can happen either before or after the drawing of the draft maps. (Elections Code §21607.1).

Before adopting boundaries of a council district pursuant to the aforementioned procedures, the Council must hold public hearings on the proposal all in accordance with Elections Code §21607.1. (Elections Code §21607). Pursuant to Elections Code §21628(d)(1) a draft map of the electoral district boundaries must be published on the internet, by way of posting on the City's website, for at least seven days before being adopted as a final map by the Council.

The City Council has conducted four public hearings, and at two of those public hearings alternative draft maps of proposed district boundaries for election of council persons were published and posted on the City's website. The public hearings occurred August 19, 2021, October 7, 2021, December 2, 2021, and on February 3, 2022. At the latter two public hearings, the Council considered four alternative draft maps of boundaries of council electoral districts designated as Draft Map A, Draft Map B, and Draft Map C. On February 3, 2022, following a public hearing the City Council unanimously identified Draft Map C as its preferred map. Having conformed to the number and type of public hearings required to be conducted and other requirements of applicable law and having identified its preference for Draft Map C by unanimous consensus on February 3, 2022, the Council may adopt Draft Map C and direct the City Clerk to provide to the County Registrar of Voters certified copies of the Draft Map C and any required legal description of the boundaries set by that map as the adopted final map for boundaries of city council districts.

RECOMMENDATION:

Conduct public hearing and adopt resolution approving final map of City Council electoral districts.

Prepared by:

Neal E. Costanzo, City Attorney

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER
ADOPTING FINAL MAP OF CITY COUNCIL ELECTORAL DISTRICTS AND
DIRECTING CITY CLERK TO CERTIFY MAP AND BOUNDARIES OF
DISTRICT TO THE FRESNO COUNTY REGISTRAR OF VOTERS**

WHEREAS, pursuant to applicable law, Elections Code §21601 et seq the City Council of the City of Parlier has previously conducted four separate public hearings on August 19, 2021, October 7, 2021, December 2, 2021, and on February 3, 2021, concerning adoption of a map of boundaries for City Council electoral districts for Council elections. Two of those hearings, one occurring on December 2, 2021, and one occurring February 3, 2021, involved consideration of three alternative draft maps; and

WHEREAS, on February 3, 2022, the City Council indicated, unanimously, and by consensus, that they preferred adoption of Draft Map C, one of the three draft maps published on the City's website and otherwise made available to the citizens and inhabitants of the City of Parlier and to the public in general; and

WHEREAS, having conformed to the statutory requirements for redistricting based on the 2020 Census, and having completed the process of conducting the necessary public meetings and posting the intended final map to the City's website at least seven days before the date of this public hearing, occurring March 3, 2022, the City now desires to adopt a resolution identifying Draft Map C as the final map of City Council Electoral Districts of the City of Parlier.

NOW, THEREFORE, be it resolved as follows:

1. The foregoing recitals are true and correct.
2. The City Council adopts and approves Draft Map C as the final map of City Council Electoral Districts in the City of Parlier.
3. The Clerk is directed to provide a certified copy of this Resolution along with certified copies of the map approved by this Resolution and any required description of the boundaries of the districts as depicted in that map to the Fresno County Registrar of Voters.

The foregoing Resolution was adopted and approved at a regular meeting of the City Council of the City of Parlier held on _____, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Alma Beltran, Mayor, City of Parlier

ATTEST:

Bertha Augustine, Deputy City Clerk,
City of Parlier

AGENDA ITEM: # 7

MEETING DATE: March 3, 2022

DEPARTMENT: Administration

REPORT TO THE CITY COUNCIL

SUBJECT:

First Reading and Introduction of Ordinance Establishing Residency Requirements for Persons Seeking Election to and Persons Elected to the Position of City Council Member or Mayor of the City of Parlier.

RECOMMENDATION:

Conduct First Reading and Introduction of Ordinance, schedule public hearing for March 17, 2022.

BACKGROUND:

The law requires that anyone running for a City Council position, when that City Council is elected by District as four City Council positions are in the City of Parlier, must reside in the District and be a voter of that District to which he or she is elected to office or seeking election to office. In the interest of the citizens of the City of Parlier and to promote the representative form of government that exists at the City of Parlier, the proposed ordinances impose an additional residency requirement. It requires one to be a resident of the District for which he is running for a City Council office for a period of 180 days prior to the date on which that person files nomination papers with the County Registrar of Voters. For the office of Mayor, the 180-day pre-nomination filing requirement applies to require that the Mayor, or person campaigning for Mayor, be a resident of the City for the same period of time.

RECOMMENDATION:

Conduct First Reading and Introduction of Ordinance, schedule public hearing for March 17, 2022.

Prepared by:

Neal E. Costanzo, City Attorney

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARLIER, ADDING CHAPTER 2.02 ESTABLISHING QUALIFICATIONS FOR ELECTION TO THE OFFICE OF CITY COUNCIL OR MAYOR

WHEREAS, current law provides that no person is eligible to be elected or appointed to an elected office of any type unless that person is a registered voter and otherwise qualified to vote for that office at the time that nomination papers are issued to the person or at the time of the person's appointment pursuant to Elections Code §201; and

WHEREAS, the City Council is permitted and wishes to protect the interest of all Parlier citizens and to ensure proper representation by enhancing the requirement that a Mayor and City Council members, respectively, reside in the City or in the District in which that Mayor or Council person is elected.

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

Section I: Chapter 2.02 of Title 2 of the Parlier Municipal Code is hereby added to read as follows:

Chapter 2.02, Title 2

RESIDENCY REQUIREMENTS FOR MAYOR AND CITY COUNCIL MEMBERS

2.02.010 Residency Requirements.

The elective officers of the City of Parlier include four City Council members, each of whom shall be elected from and by the voters of each of the four districts established by law and a Mayor elected from and by the voters of the City, at large. No person shall be eligible for election to office as a member of the City Council unless such person shall have been domiciled in and a voter of such district for at least 180 days immediately preceding the first day upon which candidates for such office are permitted to file nominating papers with the City Clerk or Registrar of Voters or elections official of the County of Fresno. For an appointee to fill a vacancy on the City Council the aforementioned 180-day eligibility requirement shall immediately precede the date such office became vacant according to the provisions set forth by law with respect to the filling of a vacant City Council office. No person shall be eligible for election to office as Mayor of the City of Parlier unless such persons shall have been domiciled in and a voter of the City of Parlier for at least 180 days immediately preceding the first date

upon which candidates for such office are permitted to file nominating papers with the County Elections Office or Registrar of Voters. For an appointee to fill a vacancy in the office of Mayor, the aforementioned 180-day eligibility requirement shall immediately precede the date such office became vacant according to the provisions of applicable law.

2.02.020 Termination of Office on Termination of Residency.

If during the period of his or her term of office, a City Council member moves his or her place of residence or domicile outside of the District to which the member was elected, or ceases to be an elector of such district, his or her office shall immediately become vacant. If during the Mayor's term of office, he or she moves his or her place of residence outside of the City limits or ceases to be an elector of the City, his or her office shall become immediately vacant.

Section 2: California Environmental Quality Act: The City Council having considered the Staff Report and all public comments, has determined that this ordinance is not a project under the California Environmental Quality Act because the ordinance has no potential for resulting in a physical change in the environment. Since the ordinance is not a project, no environmental documentation is required.

Section 3: Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

Section 4: Effective Date and Posting of Ordinance: The Clerk of the City of Parlier shall cause a summary of this Ordinance to be published at least once within fifteen (15) days after its passage in a newspaper of general circulation in Fresno County with the names of those City Council Members voting for or against the Ordinance.

INTRODUCED at a regular meeting on _____, 2022.

PASSED and ADOPTED, at a regular meeting of all Council on _____,
2022 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

Alma Beltran, Mayor of the City of Parlier

ATTEST:

Bertha Augustine
Deputy City Clerk of the City of Parlier

AGENDA ITEM: # 8

MEETING DATE: March 3, 2022

DEPARTMENT: Administration

REPORT TO THE CITY COUNCIL

SUBJECT:

Consideration and Necessary Action on Resolution of the City Council of The City of Parlier Memorializing its January 6, 2022, Determination that Meeting in Person Does Not Present an Eminent Risk to the Health and Safety of Attendees Under Subdivision (e) of §54953 of the Government Code and Declaring Policies Consistent with the Brown Act Concerning Participation by Members of the City Council by Teleconference.

RECOMMENDATION:

Adopt Resolution of the City Council of The City of Parlier Memorializing its January 6, 2022, Determination that Meeting in Person Does Not Present an Eminent Risk to the Health and Safety of Attendees Under Subdivision (e) of §54953 of the Government Code and Declaring Policies Consistent with the Brown Act Concerning Participation by Members of the City Council by Teleconference.

BACKGROUND:

On February 16, 2022, two City Council members were allowed to join the City Council meeting by teleconference, although their teleconferenced appearance was not reflected on the posted agenda as required by subdivision (b) of §54953 of the Government Code, a part of the Brown Act.

In allowing the appearance of two members by teleconference, although their appearances were not reflected on the agenda as being by teleconference, the Council acted to amend the agenda by the unanimous vote of the three members then present and a second member of the Council was allowed to participate by teleconference by vote of the four members present at that point, to amend the agenda to reflect that member's appearance by teleconference.

On January 6, 2022, the Council received a report on changes to the Brown Act by Assembly Bill 361, which amended §54953 relating to video or telephone conferences both by Council persons and by members of the public and, at that time, voted by Minute Order that the conditions allowing for teleconference public participation at the City Council meeting did not exist and, therefore, such teleconferenced City Council meetings would not be conducted.

The proposed resolution simply memorializes the action taken on January 6, 2022, and clarifies the legal basis on which the Council took that action, since that has been the subject of multiple comments from at least one member of the public since January 6, 2022.

Further, the changes to §54953 by Assembly Bill 361 make the provisions of a different part of the Brown Act somewhat unclear in that it is uncertain whether or not a Council person appearing by teleconference whose appearance in that fashion is not on the agenda, may be considered to be “present” or have his or her vote counted, in determining whether the teleconferenced appearance of that member can be added to the agenda. A provision of the Brown Act allows such changes to the agenda by a two-thirds vote or a unanimous vote of those “present”. That section is Government Code §54954.1(d)(2). Because of the changes to the statute made by AB 351, and because the manner of allowing the addition of a members teleconference appearance to an agenda is reasonably subject to differing interpretations of the requirements of the Brown Act, the Council has it within its authority to clarify the meaning of these provisions. The proposed resolution simply provides that a City Council person attempting to appear by teleconference whose appearance is not noted on the agenda is not to be counted as present, or allowed to vote on whether or not that member’s teleconference appearance should or should not be added to the agenda. This interpretation is fully consistent with the Brown Act and likely the interpretation that will ultimately be adopted by the courts since it is the more transparent of the two possible interpretations.

RECOMMENDATION:

Adopt Resolution of the City Council of The City of Parlier Memorializing its January 6, 2022, Determination that Meeting in Person Does Not Present an Eminent Risk to the Health and Safety of Attendees Under Subdivision (e) of §54953 of the Government Code and Declaring Policies Consistent with the Brown Act Concerning Participation by Members of the City Council by Teleconference.

Prepared by:

Neal E. Costanzo, City Attorney

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER
MEMORIALIZING ITS JANUARY 6, 2022, DETERMINATION THAT
MEETING IN PERSON DOES NOT PRESENT AN EMINENT RISK TO
THE HEALTH AND SAFETY OF ATTENDEES UNDER SUBDIVISION (e)
OF §54953 OF THE GOVERNMENT CODE AND DECLARING POLICIES
CONSISTENT WITH THE BROWN ACT CONCERNING PARTICIPATION
BY MEMBERS OF THE CITY COUNCIL BY TELECONFERENCE**

WHEREAS, effective January 1, 2022, §54953, of the Government Code, part of the Brown Act was amended by AB-361 which modified provisions concerning participation at City Council meetings by City Council members, and the allowance for appearance by teleconference by members of the public which, in essence, provide that members of the legislative body may participate in meetings by teleconference only if the posted agenda reflects the location from which the City Council member joins by teleconference, and at least a quorum of the members are located in places within the boundaries of the City and allows the City Council to dispense with those requirements if, but only if, the Council has made a determination under subdivision (e) of that section that as a result of declared state of emergency (the Governor's declared State of Emergency still exists) "meeting in person will present eminent risk to the health and safety of attendees"; and

WHEREAS, the Council received a Staff Report on January 6, 2022, at a regular meeting and, on that date, voted unanimously that there was no eminent risk to the health and safety of attendees that would allow for the public to attend by teleconference at any City Council meeting; and

WHEREAS, as a result of the Council's unanimous determination, in accordance with subdivision (b) of §54953 of the Government Code, the City Council members may participate by teleconference, but only if the teleconference location from which the member is participating by teleconference appears on the published agenda; and

WHEREAS, Government Code §54954.1 provides that no action or discussion may be undertaken on any item not appearing on the posted agenda unless, as relevant, there is a determination by a two-thirds vote of the members of the body present at the meeting, or if there is less than two-thirds of the members present, by unanimous vote of the members present that there is a need to take immediate action and the need for action came to the attention of the local agency subsequent to the agenda being posted; and

WHEREAS, on February 17, 2022, three members of the City Council were present, and a fourth member joined the meeting after it started by teleconference,

although that member was not identified as participating by teleconference on the posted agenda so that the three members present voted unanimously to add the teleconference notation required on the agenda and that member thereafter participated in the meeting by teleconference; and

WHEREAS, a different member joined the same meeting thereafter, also by teleconference and the four members, with one participating by teleconference, voted unanimously to amend the agenda to allow for the last member's participation in the February 17, 2022, meeting by teleconference.

NOW, THEREFORE, be it resolved as follows:

1. The foregoing recitals are true and correct.
2. The City Council reaffirms its prior determination that there is no basis for allowing public participation at any City Council meeting as allowed by subdivision (e) of Government Code §54953 by teleconference because although there is a declared state of emergency in the State of California, meeting in person would not present an eminent risk to the health and safety of attendees.
3. Consistent with the above-quoted provisions of the Brown Act, any future determination by this City Council that a City Council member who is not present at the meeting, but has joined by teleconference without having his or her teleconference appearance reflected on the agenda as required by Government Code §54953(b) shall not be permitted to vote in determination of whether the teleconferenced appearance of that member should be added to the agenda as allowed by §54954.2(b)(2). A Council person appearing at a City Council meeting by teleconference whose teleconference appearance is not reflected on the agenda shall not be considered present for the City Council meeting unless and until by the requisite two-thirds or, if less than two-thirds are present, the unanimous vote of the City Council, his or her teleconferenced appearance is added to the agenda in accordance with §54954.2(d)(2).

The foregoing Resolution was adopted and approved at a regular meeting of the City Council of the City of Parlier held on _____, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

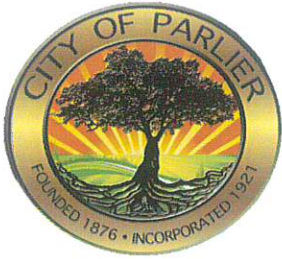
ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Alma Beltran, Mayor, City of Parlier

ATTEST:

Bertha Augustine, Deputy City Clerk,
City of Parlier



AGENDA ITEM:

9

MEETING DATE: 3/3/2022

DEPARTMENT: Administration/Engineer

REPORT TO CITY COUNCIL

SUBJECT: Approval of the Resolution to accept Highway Safety Improvement Program Funds for the Pedestrian Safety Improvements Project HSIPSL-5252(033).

RECOMMENDATION: Staff recommends that the City Council adopt a resolution accepting grant funds from the Highway Safety Improvement Program (HSIP) awarded to the City of Parlier for the Pedestrian Safety Improvement Project and authorize the City Manager to execute all associated grant agreements including but not limited to the Master Agreement and Program Supplement Agreement.

BACKGROUND: The City of Parlier applied for the Highway Safety Improvement Program (HSIP) Cycle 10 to fund a series of street and pedestrian safety improvement projects. The City of Parlier Pedestrian Safety Improvement project was selected for funding to provide safety improvements at the intersection of Tuolumne Street and I Street which consists of the installing pedestrian-activated crosswalk lighting including Rectangular Rapid Flashing Beacons with LED pedestrian signs and in-roadway warning lights.

FISCAL IMPACT: There is no match requirement for this grant program; the project will be fully funded by the Highway Safety Improvement Program (HSIP).

Prepared by: A&M Consulting Engineers

Approved by: Javier Andrade

Approved by: Sonia Hall, City Manager

Attachments:

- Resolution
- Master Agreement
- Program Supplement Agreement for Project 5252(033)

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent		<input type="checkbox"/> Public Hearing		
<input type="checkbox"/> Info Item		<input type="checkbox"/> Matter Initiated by a Council Member		

_____ Action Item

_____ Other

_____ Department Report

_____ Continued to: _____

_____ Redevelopment Agency

Resolution No. 2022-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER ACCEPTING HIGHWAY
SAFETY IMPROVEMENT PROGRAM (HSIP) FUNDS FOR THE PEDESTRIAN SAFETY
IMPROVEMENTS PROJECT HSIPSL-5252(033)**

WHEREAS, the City of Parlier pursued a Highway Safety Improvement Program (HSIP) grant to fund the Pedestrian Safety Improvements located at the intersection of Tuolumne Street and I Street.

WHEREAS, the City of Parlier Pedestrian Safety Improvements Project was selected for grant funding by HSIP.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Parlier hereby:

1. Appoints the City Manager as an agent of the City to conduct all negotiations, execute and submit all documents, including, but not limited to the Master Agreement, Program Supplement Agreement, other agreements, contracts, amendments and payment requests, which may be necessary for the completion of the project funded under the Highway Safety Improvement Program.

Approved and adopted on this ____ day of _____, 2022. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Parlier following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Alma Beltran

ATTEST:

Bertha Augustine, Deputy City Clerk

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

06 City of Parlier

District Administering Agency

Agreement No. 06-5252S21

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the City of Parlier, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting

through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times

during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third- party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Parlier

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Parlier
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written

notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

PROGRAM SUPPLEMENT NO. 000000Y27
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 06-5252S21

Adv. Project ID 0622000035
Date: September 29, 2021
Location: 06-FRE-0-PAR
Project Number: HSIPSL-5252(033)
E.A. Number:
Locode: 5252

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 06-5252S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of _____ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Intersection of Tuolumne Street and I Street

TYPE OF WORK: Install Pedestrian Activated crosswalk lighting LENGTH: 0.0(MILES)

Estimated Cost	State Funds	Matching Funds		
	STATE	LOCAL		OTHER
\$45,000.00	\$45,000.00	\$0.00		\$0.00

CITY OF PARLIER

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Attest _____

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date

10/5/21

\$45,000.00

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in

SPECIAL COVENANTS OR REMARKS

accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects>.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

SPECIAL COVENANTS OR REMARKS

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.