

**ALL CELL PHONES AND ELECTRONIC DEVICES MUST BE  
TURNED OFF IN THE COUNCIL CHAMBERS**

**A G E N D A  
REEDLEY CITY COUNCIL MEETING**

**7:00 P.M.**

**TUESDAY, MAY 9, 2023**

**Meeting Held in the Council Chambers  
845 "G" Street, Reedley, California  
[www.reedley.ca.gov](http://www.reedley.ca.gov)**

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

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

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

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

**\*PLEASE SEE LAST PAGE OF AGENDA FOR ZOOM PARTICIPATION INSTRUCTIONS\***

Anita Betancourt, Mayor

Matthew Tuttle, Mayor Pro Tem  
Mary Fast, Council Member

Suzanne Byers, Council Member  
Scott Friesen, Council Member

**MEETING CALLED TO ORDER**

**INVOCATION-** Horacio Aleman Sr, Cruising for Jesus

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

**PRESENTATION**

1. PRESENTATION TO STEPHEN PENNER COMMUNITY SERVICES COMMISSIONER
2. INTRODUCTION OF STAFF ASSISTANT YUZIRY SANCHEZ
3. INTRODUCTION OF ENGINEERING ASSISTANT PAOLA RAMIREZ

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

## **NOTICE TO PUBLIC**

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

### **CONSENT AGENDA (Item 3-5)**

3. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF APRIL 25, 2023 - (City Clerk)  
Staff Recommendation: Approve
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT ADDENDUM WITH INTERWEST CONSULTING GROUP TO CONTINUALLY PERFORM ADDITIONAL ON-CALL PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT BUILDING DIVISION-(Community Development)  
Staff Recommendation: Approve
5. ADOPT RESOLUTION 2023-034, CONFIRMING THE APPOINTMENT OF JOHN HEATHCOTE TO THE PUBLIC SAFETY SALES TAX CITIZENS OVERSIGHT COMMITTEE, AS COUNCIL MEMBER BYERS' REPRESENTATIVE-(City Clerk)  
Staff Recommendation: Approve

### **COUNCIL REPORTS**

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

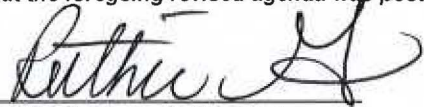
### **STAFF REPORTS**

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



## ADJOURNMENT

*I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 4th day of May 2023.*

  
Ruthie Greenwood, City Clerk

### **Zoom Participation:**

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

#### **Dates to Remember:**

May 23, 2023 – Special Meeting (Budget Workshop) @6pm & Regular Council Meeting  
June 13, 2023 –Regular Council Meeting  
June 27, 2023–Regular Council Meeting

**REEDLEY CITY COUNCIL MEETING – April 25, 2023**

A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)

The meeting of Reedley City Council called to order by Mayor Pro-Tempore Tuttle at 7:00 p.m. on Tuesday, April 25, 2023 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**INVOCATION** – Pastor Yoane Sanchez, Reedley Seventh-day Adventist Church

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Fast

**ROLL CALL**

Council Members

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

Absent: Anita Betancourt

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

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

Motion unanimously **carried**.

**PUBLIC COMMENT**

None.

**PRESENTATION**

1. UPDATE KIDS TO PARK DAY PROCLAMATION
2. PRESENTATION FROM FRONTIER COMMUNICATIONS VICE PRESIDENT DOUG MCALLISTER ABOUT CITYWIDE SYSTEM UPGRADES

**CONSENT AGENDA (Item 3-13)**

Mayor Pro Tempore Tuttle requested to remove item 8 from Consent to introduce Mr. Ledington to Council prior to the vote. Mr. Ledington thanked Council for the opportunity to be appointed to the Measure G Committee.

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

3. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF APRIL 11, 2023 - *Approved*
4. RECOMMENDATION OF REJECTION OF COMPANION CLAIMS-ESTATE OF BRADLEY, GLADYS FRIEDA/BRADLEY, STEVEN CRAIG – *Approved Claim Rejection*
5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SIERRA KINGS HEALTH CARE DISTRICT (SKHCD) MINI GRANT APPLICATION AND RELATED DOCUMENTS REQUESTING AND ACCEPTING FUNDING FOR ACTIVITIES RELATED TO MAY MENTAL HEALTH AWARENESS MONTH– *Approved*
6. ADOPT RESOLUTION NO. 2023-016 ACCEPTING THE 2022 ANNUAL PROGRESS REPORT FOR THE REEDLEY GENERAL PLAN AND HOUSING ELEMENT AND DIRECTING THE COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT SAID REPORT TO THE GOVERNOR’S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT– *Approved*



## REEDLEY CITY COUNCIL MEETING – April 25, 2023

7. ADOPT RESOLUTION 2023-021 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING THE CITYWIDE MASTER FEE SCHEDULE AND AMENDING DEPARTMENTAL FEES AND CHARGES FOR SERVICES – *Approved*
  8. ADOPT RESOLUTION 2023-024, CONFIRMING THE APPOINTMENT OF ROB LEDINGTON TO THE PUBLIC SAFETY SALES TAX CITIZENS OVERSIGHT COMMITTEE, AS COUNCIL MEMBER TUTTLE’S REPRESENTATIVE – *Approved*
  9. ADOPT RESOLUTION NO. 2023-025 RECERTIFYING THE SEWER SYSTEM MANAGEMENT PLAN AS REQUIRED BY THE STATE WATER RESOURCE CONTROL BOARD ORDER NO. 2006-0003-STATEWIDE GENERAL WASTE DISCHARGE FOR SANITARY SEWER SYSTEMS– *Approved*
  10. ADOPT RESOLUTION 2023-026 AMENDING THE 2022-23 ADOPTED BUDGET APPROPRIATING \$22,468 IN THE AIRPORT ENTERPRISE FUND TO COVER COSTS ASSOCIATED WITH THE SCOPE OF WORK TO UPDATE THE AIRPORT LAYOUT PLAN (ALP) AND ENVIRONMENTAL WORK REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA)- *Approved*
  11. ADOPT RESOLUTION NO. 2023-027 APPROVING AN UPDATED CITY PERSONNEL POLICIES & PROCEDURES MANUAL –*Approved*
  12. CONSIDER THE FOLLOWING ITEMS (A), (B), AND (C) FOR THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 RELATED TO THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2023-24
    - A. ADOPT RESOLUTION NO. 2023-029 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2023-24 IN ACCORDANCE WITH CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 22500
    - B. ADOPT RESOLUTION NO. 2023-030 PRELIMINARILY APPROVING THE ENGINEER’S REPORT REGARDING THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2023-24
    - C. ADOPT RESOLUTION NO. 2023-031 DECLARING THE INTENTION TO ORDER THE ANNUAL LEVY AND COLLECTION OF ASSESSMENT FOR THE CITY OF REEDLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2023-24 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING
- Approved*
13. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR PHASE ONE OF THE VESTING TENTATIVE SUBDIVISION MAP 6229
  - A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN ADDENDUM NO. 1 TO SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE ONE OF VESTING TENTATIVE SUBDIVISION MAP 6229
  - B. ADOPT RESOLUTION NO. 2023-032 AMENDING FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE AVAILABLE FUNDS IN THE AMOUNT OF \$391,864 FOR IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY ADJACENT TO VESTING TENTATIVE SUBDIVISION MAP 6229
- Approved*

## COUNCIL REPORTS

## **REEDLEY CITY COUNCIL MEETING – April 25, 2023**

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

#### Council Member Byers:

- Attended Air Pollution Control Board Meeting and provided brief update

#### Council Member Friesen:

- Discussed upcoming track meet that will be held at Reedley High School

#### Council Member Fast:

- Discussed the Farmers Market at Reedley College
- Attended an Upper Kings River Water Authority meeting and provided an update
- Mentioned the Fresno County Economic Development Corporation event she attended
- Discussed the Kings River Conservancy event

#### Mayor Pro Tem Tuttle:

- Shared regarding the Reedley Police Department Golf fundraiser he attended

## **STAFF REPORTS**

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

#### City Manager Nicole Zieba:

- Discussed the Fresno County Economic Development Corporation event she attended

#### Public Works Director Russ Robertson:

- Mentioned the Spring Clean Up event
- Provided an update regarding the river

## **ADJOURNMENT**

Mayor Pro-Tempore Tuttle adjourned the regular meeting at 8:15 p.m.

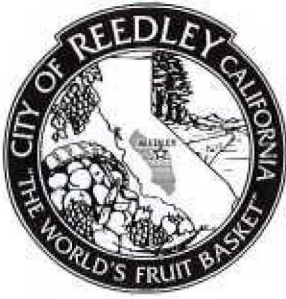
---

Mayor Anita Betancourt

ATTEST:

---

Ruthie Greenwood, City Clerk




## REEDLEY CITY COUNCIL


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

ITEM NO: 4

**DATE:** May 9, 2023

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT ADDENDUM WITH INTERWEST CONSULTING GROUP TO CONTINUALLY PERFORM ADDITIONAL ON-CALL PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT – BUILDING DIVISION

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

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

### **RECOMMENDATION**

Approve and authorize the City Manager to make non-substantive changes to the attached addendum, and sign final agreement addendum with Interwest Consulting Group to perform on-call professional services for the Community Development Department – Building Division.

### **BACKGROUND**

The Community Development Department consists of the Planning and Building Divisions. Each division is responsible for highly technical and complex assignments associated with the approval and development of structures proposed to be brought into the built environment. With staff changes in the Building Division, particularly the full-time Building Official, additional on-call consultant services are needed from Interwest Consulting Group.

Currently, as part of a longstanding professional services agreement, Interwest provides plan review and inspection support to the department. Staff is proposing to expand services provided to include those of a Certified Building Official, until the full-time position is filled.

On August 28, 2018, City Council approved the original on-call contract with Interwest Consulting Group to provide Building Division support services. At this time, staff anticipates utilizing support services due to the recent staff changes and the consistently strong development activity.



**FISCAL IMPACT**

There is no negative fiscal impact to the City given that the costs of service are determined per-project and the services requested of the on-call Certified Building Official will be on an as-needed basis.

**PRIOR COUNCIL ACTIONS**

City Council approved the original on-call contract with Interwest Consulting Group on August 28, 2018.

**ATTACHMENTS**

1. Interwest Consulting Group – Draft Addendum No. 3 to Professional Services Agreement
2. Professional Services Agreement – Approved on August 28, 2018

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 4<sup>th</sup> day of SEPT., 2018 (the effective date) by and between The City of Reedley, hereinafter referred to as "CITY", and Interwest Consulting Group Inc., hereafter referred to as "INTERWEST".

IN CONSIDERATION of the covenants to hereinafter set forth, the parties hereto mutually agree as follows:

### ARTICLE 1 SCOPE OF SERVICES

#### 1.1 Description of Services

The term of this agreement shall begin on the effective date, and shall end on June 30, 2020. INTERWEST shall perform general building department services including plan review, building inspection and other related services as directed by the and on behalf of the CITY as identified in the attached EXHIBIT "A" Scope of Services.

#### 1.2 Schedule of Work

Upon receipt of written Notice to Proceed from CITY, INTERWEST shall perform with due diligence the services requested by the CITY and agreed to by INTERWEST.

### ARTICLE 2 COMPENSATION

#### 2.1 Payment Address

All payments due INTERWEST shall be paid to:

Interwest Consulting Group Inc.  
1171 W. Shaw Avenue, Suite 102  
Fresno, CA 93711

#### 2.2 Terms of Compensation

Terms of compensation are as stipulated in the attached EXHIBIT "B" Project Fees.

INTERWEST will submit invoices monthly for the work completed in the previous month. INTERWEST shall perform such services and be paid for such services in accordance with the fees for services identified in the Proposal for Professional Building Official, Plan Check and Building Inspection Services on an As-Needed Basis.

All invoices for services are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. It is mutually agreed that payment to INTERWEST shall not be delayed for any reason during the execution of the scope of services. This would also include final payment upon completion of the scope of services by INTERWEST. Withholding of payment shall only be for cause and shall be as set forth in writing by the client within 10 calendar days of receipt of the invoice. Invoices not

contested within 10 calendar days are assumed to be accurate and acceptable to all parties, and all rights to withhold payment shall be forfeited after that time.

Each invoice will represent services completed during the prior month unless otherwise noted on the invoice. Payment not received within 30 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge. If the invoice, including late charges due, is not paid in full within 60 days of the invoice date, INTERWEST may cease all services on the project and may commence the exercising of its legal remedies. These include, but are not limited to, mechanics' lien rights under applicable law.

### ARTICLE 3 INDEMNIFICATION AND INSURANCE

#### 3.1 Indemnification

INTERWEST will indemnify and hold harmless CITY, its Boards and its officers and employees (collectively "CITY"), against any claim, loss or liability that CITY incurs to the extent caused by the negligent acts, errors or omissions of INTERWEST, its agents, officers, directors and employees, in performing any of the services under this Agreement.

In recognition of the relative risks and benefits of the services provided to both the CITY and INTERWEST, these risks have been allocated such that the CITY agrees, to the fullest extent permitted by law, to specific limits of liability. The aggregate limits of liability of INTERWEST, its agents, officers, directors and employees in performing any of the services under this Agreement arising from any and all cause or causes shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless prohibited by law.

#### 3.2 General Liability

INTERWEST shall at all times during term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million (\$1,000,000.00) Dollars for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by INTERWEST. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in Best's Insurance Guide with a rating of B++ or better.

#### 3.3 Professional Liability

INTERWEST shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect a policy or policies of professional liability insurance with a minimum limit of one million (\$1,000,000.00) dollars. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in Best's Insurance Guide with a rating of B++ or better.



### 3.4 Worker's Compensation

INTERWEST agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by the law. INTERWEST shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

### 3.5 Certificate of Insurance

Upon execution of this Agreement, INTERWEST shall send the CITY a certificate of insurance showing that the aforesaid policies are in effect in the required amount. At all times during the term of this agreement, Interwest shall maintain on file with the CITY Clerk a certificate of insurance showing that the aforesaid policies are in effect in the required amounts. The comprehensive general liability policy shall include the CITY, its officers, and employees as additional insured.

## ARTICLE 4 TERMINATION

### 4.1 Termination of Agreement

- (a) This Agreement may be terminated at any time, with or without cause, by either party upon sixty (60) days prior written notice.
- (b) In the event of termination or cancellation of this Agreement by INTERWEST or CITY, due to no fault or failure of performance by INTERWEST, INTERWEST shall be paid compensation for all services performed by INTERWEST, in an amount to be determined as follows; for work done in accordance with all of the terms and provisions of this Agreement, INTERWEST shall be paid an amount equal to the percentage of services performed prior to the effective date of termination or cancellation in accordance with the work items; provided in no event shall the amount which would have been paid to INTERWEST for the full performance of the services.

## ARTICLE 5 OWNERSHIP OF DOCUMENTS

### 5.1 Ownership of Documents and Work Product

All plans, specifications, reports and other design documents prepared by INTERWEST pursuant to this Agreement are instruments of service, which shall be deemed the property of the CITY. CITY acknowledges and agrees that all plans, specifications, reports and other design documents prepared by INTERWEST pursuant to this Agreement shall be used exclusively on this Project and shall not be used for any other work without the written consent of INTERWEST. In the event CITY and INTERWEST permit the reuse or other use of the plans, specifications, reports or other design documents, CITY shall require the party using them to indemnify and hold harmless INTERWEST regarding any and all references to INTERWEST from the plans, specifications, reports and other design documents.

## ARTICLE 6 GENERAL PROVISIONS

### 6.1 Fair Employment Practices/Equal Opportunity Acts

In the performance of this Agreement, INTERWEST shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), and the Americans with Disabilities Act of 1992 (42 U.S.C. § 11200, et seq.).

### 6.2 Legal Action

(a) Should either party to this Agreement bring legal action against the other, the case shall be brought in a court of competent jurisdiction in Orange County, California, and the party prevailing in such action shall be entitled to recover its costs of litigation, including reasonable attorneys' fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

(b) Should any legal action about the Project between CITY and a party other than INTERWEST require the testimony of INTERWEST when there is no allegation that INTERWEST was negligent, CITY shall compensate INTERWEST for its testimony and preparation to testify at the hourly rates in effect at the time of such testimony.

### 6.3 Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party.

Notwithstanding the above, INTERWEST may use the services of persons and entities not in INTERWEST'S direct employ, when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to specialized consultants.

### 6.8 Hazardous Materials

Unless otherwise provided in this Agreement, INTERWEST and its subconsultants and/or contractors shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the site of the Project.

### 6.9 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

#### 6.10 Extent of Agreement

This Agreement represents the entire and integrated Agreement between CITY and INTERWEST and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

#### 6.11 Notices

All notice pertaining to this Agreement shall be in writing and addressed as follows:

If to INTERWEST:

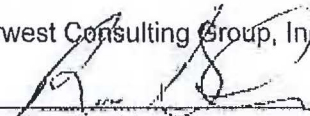
Mr. Ron Beehler  
Interwest Consulting Group Inc.  
11613 Santa Clara Drive, Suite 100  
Roseville, CA 95661

If to CITY:

Mr. Gary Higginbotham  
Building Official  
City of Reedley  
1733 9th Street  
Reedley, CA 93654

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

Interwest Consulting Group, Inc.

BY:   
Ron Beehler

Title: Director

Dated: 8-30-18

City of Reedley

BY: 

Title: City Mayor

Dated: 9/4/18



## **EXHIBIT - A**

### **SCOPE OF SERVICES**

#### **Plan Processing Requirements**

Upon receipt of plans and documents for review and approval including OSHPD3 plan review projects, Interwest will develop and furnish the Building Official with a complete and legible correction list for each plan review. When plans are deemed complete and in full code compliance, 2 sets of plans and corresponding documents will be stamped with Interwest Consulting Group's approval stamp and signed by our plans examiners. Both sets of completed documents will be returned to the county for final approval and distribution to the applicant.

All construction plans and other related documents will be reviewed for compliance with the following codes:

- ✓ *Architectural - Latest City Adopted Building and Residential Codes*
- ✓ *Structural - Latest City Adopted Building and Residential Codes*
- ✓ *Electrical - Latest City Adopted Electrical Code*
- ✓ *Plumbing - Latest City Adopted Plumbing Code*
- ✓ *Mechanical - Latest City Adopted Mechanical Code*
- ✓ *Fire - Latest City Adopted Fire Code*
- ✓ *Energy - Latest County Adopted Title 24 Energy Code*
- ✓ *Accessibility - Latest City Adopted Title 24 Accessibility Codes (State and Federal)*
- ✓ *Green Building - Latest City Adopted Green Building Code*
- ✓ *Other City Ordinances, Policies, Procedures*

#### **Time of Performance**

Interwest Consulting Group understands the need for prompt and timely services and works hard to accommodate any turn around schedule desired by our clients. Our typical turn-around is ten (10) working days for first reviews and five (5) working days for subsequent reviews. We propose plan review turn-around times for large and/or complex projects be within 15 working days for the first review and 10 working days for subsequent reviews as agreed to, based on the complexity of the project.

The turn-around time for plan reviews will begin the day the documents are received in our office. Interwest Consulting Group will also accommodate special project plan review needs, such as fast-track or expedited reviews and phased plan reviews as agreed to, based on the complexity of the project and availability of staff.

#### **Building Inspection Services**

Interwest Consulting Group's staff of ICC certified inspectors has performed inspection services on a wide variety of construction projects including many large custom homes, new residential developments, commercial buildings, essential service buildings and industrial projects such as power plants and electrical wind turbines. When necessary for large or fast-track projects, multiple inspectors are available.

All inspection personnel provided for services will be ICC and/or CASp certified as required. Our inspectors are able to read, understand and interpret construction documents, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and work effectively with contractors, the public and county staff. Inspectors will possess knowledge of modern methods of construction, materials, tools and safety procedures utilized for building inspection.

Inspections performed by Interwest Consulting Group's inspectors will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code and the California Electrical Code. Projects will also be inspected for conformance with the accessibility, noise and energy conservation requirements as mandated by State of California Title 24 and all applicable ordinances.

Interwest Consulting Group's inspectors will inspect projects for conformance with approved drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights and any other applicable conditions. At the completion of inspections, Interwest Consulting Group's inspectors will complete all necessary City forms and documentation as required to provide seamless service. Interwest's inspection staff will report directly to the Building Official or other City designated person.

## EXHIBIT - B

### FEES FOR SERVICES

#### Fees for Services

Interwest Consulting Group proposes the following fees for the various plan review and building inspection services:

- ✓ *Complete plan review services – 75% of the plan review fee per the current fee schedule adopted by the City*
- ✓ *Structural only plan review services – 50% of the plan review fee per the current fee schedule adopted by the City*
- ✓ *OSHPD3 plan review services – Hourly fee using the Schedule of Hourly Billing Rates below*
- ✓ *CASp plan review services – Hourly fee using the Schedule of Hourly Billing Rates below*
- ✓ *CASp inspection services – Hourly fee using the Schedule of Hourly Billing Rates below*
- ✓ *Fire plan review services – Hourly fee using the Schedule of Hourly Billing Rates Below*
- ✓ *Partial Reviews, preliminary reviews, foundation only, revisions to approved drawings, deferred submittals, etc. – Hourly fee using the Schedule of Hourly Rates Below*
- ✓ *Special Projects – Fees for special projects such as expedited projects, very large projects or city owned projects can be negotiated on a project by project basis.*
- ✓ *There is no charge for courier or shipping services*
- ✓ *Building inspection services – Hourly fee using the Schedule of Hourly Billing Rates below*

#### Schedule of Hourly Billing Rates

CLASSIFICATION	HOURLY BILLING RATE
Senior Plan Review Engineer	\$135
Senior Plans Examiner	95
CASp Plans Examiner / Inspector	95
Fire Prevention Engineer	135
Fire Plans Examiner	95
Building Inspections	88
Aministrative Support	60

*Miscellaneous charges will include:*

Mileage While Performing City Services ..... Current IRS Vehicle Mileage Rate

Invoices for plan review projects are typically generated upon the conclusion of the first review. Hourly services are invoiced monthly. Mileage for personal vehicle use within the City will be charged at the current IRS vehicle mileage rate. Interwest Consulting Group will work with the City to supply all necessary billing information.



**AMENDMENT THREE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF REEDLEY  
AND INTERWEST CONSULTING GROUP, INC**

**This Amendment is entered into to amend the Professional Services Agreement** previously entered into on September 4<sup>th</sup>, 2018, by and between City of Reedley, a municipal corporation, hereinafter referred to as "City" and Interwest Consulting Group, Inc., a California Corporation, hereinafter referred to as "Consultant". City and Consultant shall be jointly referred to as the "Parties".

**Amendment Effective Date:** This Amendment shall be effective on the latest date fully executed by both Parties.

**RECITALS AND REPRESENTATIONS**

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on September 4, 2018; and

On February 24, 2021, Parties instituted Addendum One to the Agreement to update Exhibit A and B, extend terms of the Agreement to June 30, 2022; and on May 25, 2022, Parties instituted Addendum Two to the Agreement to replaced Exhibit A and B, extend terms of the Agreement to June 30, 2024;

Parties hereto now desire to amend the Agreement as set forth herein; and

**NOW, THEREFORE**

Agreement is hereby amended as set forth below; and

1. To add Remote On-Call Building Official Services, as-needed basis, at rate of \$160.00 per hour.

**All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.**

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

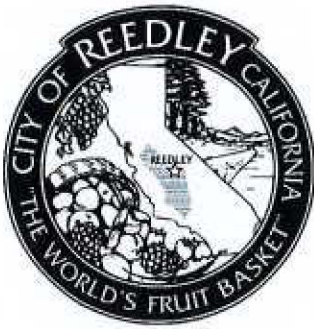
\_\_\_\_\_  
Paul Meschino, President  
Interwest Consulting Group

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
City of Reedley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title



## **REEDLEY CITY COUNCIL**

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

ITEM NO: 5

**DATE:** May 9, 2023

**TITLE:** ADOPT RESOLUTION 2023-034, CONFIRMING THE APPOINTMENT OF JOHN HEATHCOTE TO THE PUBLIC SAFETY SALES TAX CITIZENS OVERSIGHT COMMITTEE, AS COUNCIL MEMBER BYERS' REPRESENTATIVE

**SUBMITTED:** Ruthie Greenwood, City Clerk

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

### **RECOMMENDATION**

That the Reedley City Council adopt Resolution 2023-034, acknowledging Council Member Byers' selection in the appointment of John Heathcote to the Public Safety Sales Tax Citizens Oversight Committee, also known as the Measure "G" Oversight Committee as her representative. John Heathcote's term will coincide with Council Member Byers' term in office.

### **EXECUTIVE SUMMARY**

Ordinance 2007-05 adopted by Reedley City Council on November 7, 2007 required the City Council to establish a five member Citizen Oversight Committee with the responsibility of annually reviewing expenditures and appropriations of tax revenues. Each Council Member is responsible for selecting and appointing a member of the community to serve on the Public Safety Sales Tax Citizens Oversight Committee for a term that coincides with his/her own. Manuel Madrid, Council Member Byers' former Representative notified staff that he would like to resign from the commission. Council Member Byers is appointing John Heathcote as her Representative.

### **FISCAL IMPACT**

None.

### **ATTACHMENT**

Resolution no. 2023-034

**RESOLUTION NO. 2023-034**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPOINTING JOHN HEATHCOTE TO THE PUBLIC SAFETY SALES TAX CITIZEN'S OVERSIGHT COMMITTEE**

**WHEREAS**, the City Council of the City of Reedley has established a five member Citizen's Oversight Committee to annually review expenditures and appropriations of the tax revenues to ensure that all such revenues are spent or appropriated for the purposes and uses set forth in Ordinance No. 2007-05, Section 5-11-12, paragraphs (A) and (C), in accordance with the allocation percentages set forth in paragraph (B). The Citizen's Oversight Committee is also authorized to make recommendations to the City Council regarding the allocation percentages set forth in paragraph (B); and

**WHEREAS**, each Committee Member shall be a resident of the City at the time of appointment and shall remain a resident of the City while serving on the Committee; and

**WHEREAS**, each member of the Committee shall have a term coinciding with the term of the appointing Council Member; and

**WHEREAS**, with the vacancy of Former Committee Member Madrid, Council Member Byers has selected John Heathcote as her appointee to this Committee; and

**WHEREAS**, the Committee shall receive the assistance of City Staff and shall issue an annual public report on the expenditures and appropriations of the tax revenues. The committee shall undertake such additional duties as the Council may designate; and

**WHEREAS**, except as otherwise provided in paragraph (D), the Committee and its members shall be subject to the provisions of Chapter 1 of Title 2 of the Reedley Municipal Code, beginning with Section 2-1-1.

**NOW, THEREFORE, BE IT RESOLVED** that the following citizens have been appointed to the Citizen's Oversight Committee.

Rob Ledington	Appointed by Mayor Pro-Tempore Member Tuttle, District 1
Carl Smith	Appointed by Mayor Mary Fast, District 2
John Heathcote	Appointed by Suzanne Byers, District 3
Leslie Rhodes	Appointed by Council Member Scott Friesen, District 4
Donna Suemoto	Appointed by Council Member Anita Betancourt, District 5

This foregoing resolution is hereby approved the 9th day of May, 2023, in the City of Reedley, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Anita Betancourt, Mayor

\_\_\_\_\_  
Ruthie Greenwood, City Clerk