

**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, OCTOBER 10, 2023

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

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

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

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

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

PLEASE SEE LAST PAGE OF AGENDA FOR ZOOM PARTICIPATION INSTRUCTIONS

Anita Betancourt, Mayor

Matthew Tuttle, Mayor Pro Tem
Mary Fast, Council Member

Suzanne Byers, Council Member
Scott Friesen, Council Member

MEETING CALLED TO ORDER

INVOCATION- Pastor Eduardo Trejo, Iglesia de Cristo

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. INTRODUCTION OF FACILITIES COORDINATOR AND EXPANDED LEARNING PROGRAM SITE LEADS – Community Services
2. RECOGNITION RED RIBBON PROCLAMATION – Community Services

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

NOTICE TO PUBLIC

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

CONSENT AGENDA (Item 3-9)

3. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF SEPTEMBER 26, 2023 - (City Clerk)
Staff Recommendation: Approve
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN ASSIGNMENT AND ASSUMPTION OF LEASE ASSOCIATED WITH THE AIRPORT GROUND LEASE AGREEMENT BETWEEN THE CITY OF REEDLEY AND ITO PACKING CO. INC- (Community Services)
Staff Recommendation: Approve
5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A COMMERCIAL PROPOSAL AND SALES AGREEMENT WITH ADT COMMERCIAL TO PROVIDE ALARM SERVICES FOR THE REEDLEY COMMUNITY CENTER-(Community Services)
Staff Recommendation: Approve
6. ADOPT RESOLUTION NO. 2023-075, ACCEPTING THE CONSTRUCTION IMPROVEMENTS AND WELLHEAD REMOTE TREATMENT FACILITY PROJECT FOR MUNICIPAL WATER WELL 12 AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER’S OFFICE -(Public Works)
Staff Recommendation: Approve
7. ADOPT RESOLUTION 2023-076 AMENDING THE 2023-24 ADOPTED BUDGET APPROPRIATING \$9,552 IN THE GENERAL FUND FOR A DONATION RECEIVED FROM REEDLEY POLICE OFFICERS ASSOCIATION FOR POLICE SPECIAL RESPONSE TEAM EQUIPMENT-(Police Department)
Staff Recommendation: Approve

8. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE REEDLEY OLSON AVE TRUNK LINE UPSIZING ALONG OLSON AVE TO WASTE WATER TREATMENT PLANT & HEADWORKS IMPROVEMENT PROJECT:

A. ADOPT BUDGET RESOLUTION NO. 2023-077 AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE AVAILABLE FUNDS IN THE AMOUNT OF \$4,478,517 FOR THE REEDLEY OLSON AVE TRUNK LINE UPSIZING ALONG OLSON AVE TO WASTE WATER TREATMENT PLANT & HEADWORKS IMPROVEMENT PROJECT

B. ADOPT RESOLUTION NO. 2023-078 AWARDED A CONSTRUCTION CONTRACT TO W.M. LYLES CO. FOR THE REEDLEY OLSON AVE TRUNK LINE UPSIZING ALONG OLSON AVE TO WASTE WATER TREATMENT PLANT & HEADWORKS IMPROVEMENT PROJECT

(Engineering)

Staff Recommendation: Approve

9. ADOPT RESOLUTION NO. 2023-079 GRANTING AUTHORITY TO THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REEDLEY WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVENUE TO WASTEWATER TREATMENT PLANT AND HEADWORKS IMPROVEMENT PROJECT(Engineering)

Staff Recommendation: Approve

PUBLIC HEARING

10. ADOPT ORDINANCE NO. 2023-009, GRANTING AN EXTENSION AND RENEWAL OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY TEMPORARILY PLACING A MORATORIUM ON THE ESTABLISHMENT OF ANY NEW WAREHOUSING AND OR LABORATORIES WITH BIOSAFETY LEVELS (BSL) 2 THROUGH 4 -Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate.-(Community Development)

Staff Recommendation: Approve

WORKSHOP

11. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM UPDATE-(Administrative Services)

RECEIVE INFORMATION & REPORTS

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

12. REEDLEY AIRPORT COMMISSION MINUTES OF REGULAR MEETINGS OF JUNE 15, 2023 AND AUGUST 17, 2023 – Community Services

13. REEDLEY PLANNING COMMISSION MINUTES OF REGULAR MEETINGS OF AUGUST 3, 2023 AND SEPTEMBER 7, 2023 – Community Development

COUNCIL REPORTS

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

STAFF REPORTS

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

ADJOURNMENT

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 6th day of October 2023.



Ruthie Greenwood, City Clerk

Zoom Participation:

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

PROCLAMATION
Of the
CITY OF REEDLEY

#2

WHEREAS: Alcohol and other drug abuse has reached pandemic stages in California and throughout the United States; and

WHEREAS: It is imperative that community members launch unified and visible tobacco, alcohol, and other drug prevention education programs and activities to eliminate the demand for these substances; and

WHEREAS: Californians for Drug Free Youth, Inc., coordinates the California Red Ribbon Celebration in cooperation with the National Federation of Parents to offer our citizens the opportunity to demonstrate their commitment to healthy, drug-free lifestyles; and

WHEREAS: The Red Ribbon Celebration will be observed across America during "RED RIBBON WEEK," October 23rd-31st, 2023

WHEREAS: Parents, youth, government, business, law enforcement, schools, religious institutions, service organizations, social services, health services, media and the general public will demonstrate their commitment to drug-free communities by wearing and displaying red ribbons during this week-long celebration; and

WHEREAS: We recognize and commend the contributions made by the Kings Canyon Unified School District, Reedley Police Department, California Health Collaborative, Reedley College, Reedley Boys and Girls Club, and the City of Reedley Community Services Department.

WHEREAS: The Community of Reedley further commits its resources to ensure the success of the RED RIBBON CELEBRATION.

NOW, THEREFORE, I, Anita Betancourt, Mayor of the City of Reedley, do hereby proclaim

OCTOBER 23rd – 31st, 2023 as RED RIBBON WEEK

in the City of Reedley and encourage all citizens to participate in tobacco, alcohol and other drug prevention programs and activities, making a visible statement and commitment to healthy, drug-free communities in which to raise a generation of drug-free youth; and

BE IT FURTHER PROCLAIMED that the City Council of the City of Reedley encourages all community members to pledge: "NO USE OF ILLEGAL DRUGS AND NO ILLEGAL USE OF LEGAL DRUGS!"

DATE: October 10, 2023


Anita Betancourt, Mayor of the City of Reedley

REEDLEY CITY COUNCIL MEETING –September 26, 2023

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

The meeting of Reedley City Council called to order by Mayor Betancourt at 7:00 p.m. on Tuesday, September 26, 2023 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Veronica Burns, Reedley Police Department Chaplain

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, Anita Betancourt

Absent: None.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

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

Motion unanimously **carried**.

PRESENTATION

1. INTRODUCTION OF TWO NEW YOUTH REPRESENTATIVES

Community Services Director Sarah Reid introduced the youth representatives to Staff and Council.

2. RECOGNITION TO MELISSA CORONA FOR COACH OF THE YEAR

Recreation Coordinator Taylor Cardenas thanked Ms. Corona for all her hard work coaching youth sports.

3. RECOGNITION TO FIRE ENGINEER RICH RODRIGUEZ

Fire Chief Isaak thanked Mr. Rodriguez for his many contributions to the community.

PUBLIC COMMENT

Matt Cochran with the Reedley Airport Commission invited everyone to the upcoming open house at the airport.

Alice Rodriguez and Charlene Huebert discussed adding more speed bumps in the roadway.

CONSENT AGENDA (Item 4-11)

Council Member Fast requested to discuss items 8 and 9 prior to the vote. Community Services Director Sarah Reid answered questions about the items.

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

- 4. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF SEPTEMBER 12, 2023 - *Approved*
- 5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN ADDENDUM NO. 1 TO THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN FRESNO STREET EATS AND THE CITY OF REEDLEY TO OFFER RECURRING FOOD TRUCK EVENTS WITHIN THE CITY OF REEDLEY– *Approved*
- 6. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. TO PROVIDE A COMPREHENSIVE WATER RATE STUDY -*Approved*

REEDLEY CITY COUNCIL MEETING –September 26, 2023

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

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

- 9. CONSIDERATION OF ITEMS PERTAINING TO THE TRANSITION OF THE STATE CENTER COMMUNITY COLLEGE DISTRICT (SCCCD) AVIATION PROGRAMS TO THE REEDLEY MUNICIPAL AIRPORT
 - A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO THE PURCHASE AND INSTALLATION OF A MOBILE OFFICE FROM WILLSCOT MOBILE MINI SOLUTIONS UNDER OMNIA COOPERATIVE PURCHASING CONTRACT #R160101

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

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

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

PUBLIC HEARING

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

Council Member Fast stated she needed to recuse herself from this item due to she owns property in the area.

City Engineer Marilu Morales explained a requirement of the Community Development Block Grant program application is to conduct a public hearing to select and approve eligible projects for construction. Based on input from community members and the eligibility area of the program, staff recommends that Rupert Avenue and Church Avenue reconstruction from Dinuba to Curtis be approved.

Public Hearing Opened: 7:27 p.m.

Public Hearing Closed: 7:28 p.m.

Council Member Friesen motioned and Council Member Tuttle seconded to CONDUCT A PUBLIC HEARING AND ADOPT RESOLUTION NO. 2023-072 APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT RUPERT AND CHURCH AVENUES PROJECT FROM DINUBA TO CURTIS AVENUE

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

REEDLEY CITY COUNCIL MEETING –September 26, 2023

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

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

Community Development Director Rodney Horton shared this item has been in progress for over a year. Mr. Horton added this mural was already approved by the Museum Board of Directors. Planning Commission reviewed the project and recommended approval of the mural. This item was came before council on the September 12, 2023 meeting and was tabled until tonight’s meeting. The artist came up with a third option for Council to review. However in the artist’s opinion she would not recommend the third option since the mural would have the appearance of blending into the wall and not have the full details as the other options.

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

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

Motion unanimously **carried**.

WORKSHOP

14. PRESENTATION REEDLEY PEACE BUILDING INITIATIVE (RPBI) UPDATE

Chief Garza along with Commander Ediger presented on the Reedley Peace Building Initiative program. Jake Harder and John Swenning shared historical information and shared statistics from the program.

Public Comment:

Suzanne Johnson thanked everyone for a successful Reedley Peace Building Initiative program and the positive impact it has on the community.

RECEIVE INFORMATION & REPORTS

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

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

COUNCIL REPORTS

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

Council Member Fast:

- Attended the Senior luncheon
- Discussed the Upper Kings Basin meeting she attended

REEDLEY CITY COUNCIL MEETING –September 26, 2023

- Mentioned the Constitution Day she attended at Reedley College and thanked staff for participating
- Shared about the Senior prom she attended

Council Member Tuttle:

- Discussed the League of California Cities event he attended

Mayor Betancourt:

- Discussed the updates to the rails to trails and thanked staff

STAFF REPORTS

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

City Manager Nicole Zieba:

- Discussed the 5 Cities meeting she attended

Police Chief Garza:

- Discussed upcoming Reedley Night Out event
- Shared about the upcoming Coffee with a Cop event
- Mentioned the upcoming Marjaree Mason event in Reedley

Fire Chief Isaak:

- Discussed upcoming Fire Department Open House

Community Services Director Sarah Reid:

- Provided an update regarding the adopt a trail program

ADJOURNMENT

Mayor Betancourt adjourned the regular meeting at 8:24 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: October 10, 2023

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN ASSIGNMENT AND ASSUMPTION OF LEASE ASSOCIATED WITH THE AIRPORT GROUND LEASE AGREEMENT BETWEEN THE CITY OF REEDLEY AND ITO PACKING CO, INC

SUBMITTED: Sarah Reid
Community Services Director

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign an Assignment and Assumption of Lease associated with the Airport Ground Lease Agreement between the City of Reedley and Ito Packing CO, INC.

EXECUTIVE SUMMARY

The City entered into an agreement with Ito Packing CO, INC on November 9, 1994 to build hangars at the Reedley Municipal Airport. This agreement will expire in November of 2024 with the hangars becoming the property of the City of Reedley.

On September 8, 2023, staff received a request from David Kamada the Vice President of Ito Packing CO, INC to assign the current hangar lease agreement to YI Ranches LP. Ito Packing CO, INC is in the process of dissolving the corporation and is transferring its remaining assets to it's sister company, YI Ranches LP. Ito Packing CO, INC is anticipating the dissolution to be complete by March 31, 2024 and would like to assign the agreement to YI Ranches LP before this is complete. Due to the timing of the business dissolving and the expiration of the Airport Ground Lease Agreement, staff is recommending approval of this action.

FISCAL IMPACT

No fiscal impact with this action.

ATTACHMENTS

Assignment and Assumption of Lease



City of Reedley
Community Services Department
100 N. East Avenue
Reedley, CA 93654
(559) 637-4203
FAX (559) 637-7253

ASSIGNMENT AND ASSUMPTION OF LEASE

For valuable consideration, receipt of which is hereby acknowledged, Ito Packing Co., Inc., assigns all of its right, title and interest, as lessee, to YI Ranches LP, and YI Ranches, LP, hereby assumes all of the obligations of Ito Packing Co., Inc., under the lease dated November 9, 1994 for hangar space located at the Reedley Municipal Airport (the "lease"). This Assignment is dated effective as of October 10, 2023, notwithstanding the date of execution.

DATED: October 2, 2023

DATED: October 2, 2023

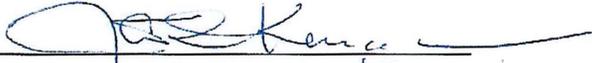
ITO PACKING CO., INC.

YI RANCHES LP


By: President Craig Ito
Its:


By: Craig Ito
Its: Partner


By: Vice President
Its:


By: Janet Ito Kaneda
Its: Partner

The City of Reedley consents to this assignment and assumption.

CITY OF REEDLEY

Nicole R. Zieba, City Manager



REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: October 10, 2023

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A COMMERCIAL PROPOSAL AND SALES AGREEMENT WITH ADT COMMERCIAL TO PROVIDE ALARM SERVICES FOR THE REEDLEY COMMUNITY CENTER

SUBMITTED: Sarah Reid, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign a Commercial Proposal and Sales Agreement with ADT Commercial to provide alarm services for the Reedley Community Center.

EXECUTIVE SUMMARY

The Commercial Proposal and Sales Agreement with ADT Commercial will continue the alarm system at the Reedley Community Center which staff has been satisfied with. This new agreement has a 36-month term with the option to continue as a month to month past the term of the agreement with no action if the City is satisfied with the alarm service.

The camera equipment acquired through the 2018 agreement is now City of Reedley property and will stay in place but will no longer be monitored by ADT Commercial. Last year new cameras and recorder were purchased by the City with the anticipation of the agreement with ADT Commercial expiring. The new cameras will replace the old equipment with the addition of new cameras on the exterior of the Reedley Community Center. These cameras will be monitored by staff during work hours with the ability to store two weeks' worth of footage.

BACKGROUND

Since 2008, the Community Services Department has used ADT Commercial, previously known as Protection 1, to provide the alarm system at the Reedley Community Center. In 2011, cameras were added to the agreement to monitor the Reedley Community Center and Reedley Municipal Airport. In 2018, the Community Services Department entered into a new agreement with Protection 1 which upgraded the camera equipment at both locations and continued the alarm services at the Reedley Community Center.

Over this past agreement, staff has been frustrated with the inability to see the cameras consistently on staffs computers and the lack of response from ADT Commercial to resolve any issues. Staff feels this service can be handled more effectively with an in-house system. The alarm system at the Reedley Community Center is working well and staff is satisfied with

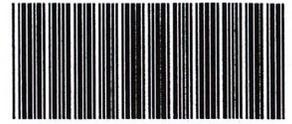
keeping the alarm system in place.

FISCAL IMPACT

With the change of service provided with this new agreement there will be a cost savings to the General Fund of \$98.64 per month and \$67.07 to the Airport Enterprise Account. The new monthly rate is \$55.99 for the alarm service at the Reedley Community Center.

ATTACHMENTS

Commercial Proposal and Sales Agreement



Branch:	5369	Sales Representative:	Hannah Hoffman	Today's Date:	9/20/2023
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Customer Information			
Business Name:	REEDLEY COMMUNITY CENTER	Phone:	(559) 637-4203
Address:	100 N EAST AVE REEDLEY, CA 93654	Billing Address:	100 N EAST AVE REEDLEY, CA 93654

Agreement Summary

This Commercial Proposal and Sales Agreement ("Agreement") is entered into between ADT Commercial LLC, with principal offices at 1501 Yamato Road, Boca Raton, FL 33431 ("ADT") and the customer identified above ("Customer", together with ADT, the "Parties"), effective as of the date written above ("Effective Date"), governing the sale of products, equipment, components, hardware, and software ("Product(s)"), and/or security, fire, and life safety services ("Service(s)") at Customer's properties or locations ("Premises"), as set forth below.

Recurring Service Charges: \$55.99 per month

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any ADT-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of \$0.00 at the time of sale.

Term Length: 36 Months

Pricing under this Agreement is based on an agreement term of Thirty-Six (36) months.

Site Location Information			
Location Name:	REEDLEY COMMUNITY CENTER		
Address:	100 N EAST AVE REEDLEY, CA 93654		
Site #:	400087023	Phone:	(559)637-4203

System Design Information			
System Design Name:	BURG	Job #:	
Equipment Ownership:	Customer Owned		

Services	
BURG	
eSuite/Everon	eSuite Primary
Monitoring	Monitored Partitions: 1
	Burglary
	Duress
Service Plan	Extended Service Plan: Parts and Labor
Signaling	Alarm Communication by Conventional Telephone: Primary

Equipment List

Summary of Charges

Equipment & Installation Total	\$0.00
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Estimated Taxes	\$0.00
Monthly Fee	\$55.99

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

- | | |
|---|---|
| <input checked="" type="checkbox"/> General Terms and Conditions | <input type="checkbox"/> Product-Specific Terms: Sprinkler and Suppression Services |
| <input checked="" type="checkbox"/> Product-Specific Terms: Extended Service Plan | <input type="checkbox"/> Product-Specific Terms: EAS and Security Gates |
| <input type="checkbox"/> Product-Specific Terms: Inspection and Testing Services | <input type="checkbox"/> Product-Specific Terms: Third-Party Services |
| <input checked="" type="checkbox"/> Product-Specific Terms: Monitoring Services | <input type="checkbox"/> Product-Specific Terms: Rented or Financed Products |
| <input type="checkbox"/> Product-Specific Terms: ATM Products and Services | <input type="checkbox"/> Product-Specific Terms: Special Business Risk Provisions |

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. ADT shall issue invoices directly to Customer for amounts owed to ADT ("Charges"). ADT shall issue invoices to Customer on the following schedule:

- i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), ADT shall issue invoices quarterly in advance.
- ii. For projects requiring installation of Products and that have a written schedule of values, ADT shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, ADT shall issue invoices over time on a progressive basis to reflect ADT's estimated percentage of work completed, which may, in ADT's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").
- iii. For all other Products or Services, ADT shall issue invoices upon delivery of the Product or completion of the Service.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by ADT of a partial payment shall not be construed as a waiver of ADT's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by ADT and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. ADT shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by ADT for Customer more than thirty (30) days after the date of the Agreement shall be at ADT's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, ADT may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Producer Price Index increase over the preceding twelve (12) months plus two (2) percent.

E. Delays. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after ADT has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause ADT to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

- i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on ADT's net income;
- ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
- iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;
- iv. Any costs and service charges for ADT to repair or replace Customer-owned equipment necessary for ADT to provide the Products or Services;
- v. A service charge for (a) ADT to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to ADT instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to ADT's deployment of personnel to the Premises; or (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer;
- vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and
- vii. ADT may, from time-to-time and in its sole discretion, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related

to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase ADT's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

A. Timing. If the Agreement calls for the installation of any Products by ADT ("Installation"), then ADT will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during ADT's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside ADT's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at ADT's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by ADT or (ii) delivery of the Products to Customer. If Products for an Installation are received by ADT prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that ADT utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then ADT may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

3. Warranty

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, ADT provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. *Products Warranty.* Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by ADT. Defective Products will be repaired or replaced at ADT's option.

ii. *Services Warranty.* ADT warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then ADT will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. ADT shall perform warranty services during normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform warranty services outside these hours may result in additional charges.

ii. ADT is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or ADT's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by ADT, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by ADT; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (l) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than ADT, ADT's employees, or ADT's agents to perform maintenance or service to the Products without ADT's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that:

- i. Customer owns or leases any equipment Customer provides or allows ADT to use;
- ii. Customer has legal authority to authorize ADT to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;
- iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;
- iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;
- v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;
- vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and
- vii. if any Services require payment of a prevailing wage under federal or state law, Customer will provide the applicable wage determination to ADT prior to the start of work.

B. Customer's Responsibilities.

i. **Responsibilities regarding Products.** Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the ADT customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify ADT immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

ii. **Responsibilities regarding the Premises.** Customer agrees to (a) permit ADT to have reasonable access to the Premises during ADT's normal business hours, (b) cooperate with ADT to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by ADT, prior to ADT continuing work at the affected Premises.

5. Risk of Loss. ADT shall bear the risk of loss or damage to Products until delivery to the Premises. ADT shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by ADT. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by ADT. Customer shall keep all ADT-owned Products insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

6. Termination

A. Termination by ADT.

i. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations ADT may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by ADT; (c) the Products generate excessive false alarms due to circumstances beyond ADT's reasonable control; (d) in ADT's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in ADT's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; (f) ADT is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (g) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach.

ii. ADT may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) any representation by Customer herein or in any other agreement it has with ADT is materially untrue; (b) Customer breaches any warranty contained herein or in any other agreement it has with ADT; (c) Customer denies ADT reasonable access to ADT-owned Products located at any Premises; or (d) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its credits, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

i. If ADT has materially breached the Agreement, and that breach is not cured within thirty (30) days after ADT receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s), without penalty.

ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.

ii. All Charges due from Customer to ADT shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by ADT prior to notice of termination, and (d) any other costs incurred by ADT in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.

iii. If the termination is for any reason other than those permitted in 5.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.

iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts ADT charges Customer are not insurance premiums. ADT is not qualified to assess the value of Customer's property, and ADT's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, ADT, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT ADT FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. ADT ASSUMES NO RISK OF LOSS OR LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO ANY ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL ADT'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM ADT, AND/OR ADT'S EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH ADT IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH ADT IS LIABLE.

8. Indemnification

A. Indemnification by ADT. ADT shall indemnify and hold Customer and its owners, employees, and officers harmless from any and all third-party claims, demands, liabilities, losses, causes of action, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") arising from or related to: (i) the negligence or intentional misconduct of ADT, its agents, or employee, but excluding any Losses arising from or related to an Alarm Event; and (ii) any allegation that a Product infringes any third party intellectual property right, to the same extent that ADT is indemnified by the manufacturer or distributor of the applicable Product for the Losses.

B. Indemnification by Customer. Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses arising from or related to: (i) the negligence or intentional misconduct by Customer, its agents, employees, contractors, and subcontractors; (ii) an Alarm Event; (iii) any breach of any representation or warranty made by Customer in the Agreement; and (iv) any defect, hazardous condition, or Hazardous Materials present at the Premises.

9. Insurance. During the term of the Agreement, ADT will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

i. ADT is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. ADT MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.

iv. Customer agrees that ADT may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if ADT pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. In addition to and without limiting any other indemnification obligations under the Agreement, Customer shall indemnify and hold ADT harmless to the same extent Customer indemnifies Vendor under an applicable EULA and from any Losses arising from or related to: (a) Customer's breach of any applicable EULA; (b) any actual or alleged compromise, unauthorized access, disclosure, theft, loss, or unauthorized use of Customer information or data in connection with the Third-Party Service; and (c) any failure by Vendor to provide the Third-Party Services, in part or in whole.

C. Data Usage. ADT, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

11. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond ADT's reasonable control ("Force Majeure"). ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. Miscellaneous.

A. Nature of Relationship. ADT is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. ADT state license information is available at www.adt.com/commercial/licenses.

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii)

software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all Losses assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. ADT does not permit the offering or acceptance of gifts or gratuities by ADT employees from parties with whom ADT is contracting for services, products, or other matters, and Customer shall not make any offer to any ADT employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of ADT. In the event ADT determines any offer of gifts or gratuities has been made by Customer to an ADT employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an ADT employee, ADT may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of ADT, which consent shall not be unreasonably conditioned, withheld, or delayed. ADT may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between ADT and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to ADT shall be deemed duly given on the date received by ADT at the following address: ADT Commercial LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of Florida, without giving effect to its conflicts of law rules. Any and all matters of dispute between the parties to this Agreement, whether regarding performance of the Agreement, interpretation of any term or provision of this Agreement, or other dispute, shall be decided by arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in Boca Raton, Florida, with the arbitrator's costs borne equally by the Parties. The enforceability of this arbitration provision shall be determined by arbitration. The arbitrator(s)' decision shall be final and binding on the Parties.

N. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

O. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Product-Specific Terms: Extended Service Plan

1. Extended Service Plan. The terms of this section and its subsections apply only to an extended service plan ("ESP") purchased by Customer. These Product-Specific Terms and Conditions apply in addition to the GTCs and supersede any conflicting term of the GTCs.

1.1. **Scope.** An ESP is a custom service plan that Customer may purchase for ADT to perform maintenance or repair to Customer's equipment, at ADT's cost. Customer may elect an ESP to cover costs for parts-only, labor-only, or for both parts and labor costs. Under an ESP, ADT shall perform maintenance or repair on the equipment set forth in the written Agreement ("Covered Equipment") with labor and/or parts at ADT's cost as set forth in the Agreement, and for the term set forth therein. ADT shall have discretion whether to replace or repair Covered Equipment. All ESP maintenance and repairs shall be performed during ADT's normal business hours, Monday through Friday, excluding ADT holidays. Customer requests for ADT to perform ESP services outside these hours may result in additional charges. Any ESP purchased contemporaneous with an Installation shall commence upon completion of the Installation. Any other ESP shall not commence until ADT has completed inspection and testing of the Covered Equipment and made any necessary repairs or replacements thereto, all of which shall be at Customer's expense at ADT's then-current time and materials rates.

1.2. **Application, Limitations, and Exclusions.** An ESP covers normal maintenance and repair to Covered Equipment resulting from normal wear and tear. Except as expressly provided in this Section, an ESP does not cover parts or labor costs related to: (a) the items set forth in the GTCs, Section 3.B (Limitations and Exclusions), other than normal wear and tear; (b) battery replacement, badge printers, locking hardware, locksmith charges, devices installed outdoors, duct detectors, meetings, or inspections; (c) repairs or replacements resulting from any person other than an ADT employee or agent servicing or altering the Covered Equipment; (d) any equipment other than the Covered Equipment; (e) additional charges for lift equipment and spotters necessary to access Covered Equipment; (f) repair of Covered Equipment for which replacement parts or components are no longer available due to obsolescence or end-of-product life; and (g) replacement of Covered Equipment that is at the end-of-product life, obsolete, and/or is no longer supported by the manufacturer. Any repairs and/or replacements that are excluded from the ESP shall be at Customer's expense at ADT's then-current time and materials rates.

1.3. **Suspension for Non-Payment.** ADT shall have the right to suspend ESP services until any nonpayment of Charges due under the Agreement is cured, in addition to all other rights provided under the Agreement or by law.

Product-Specific Terms: Monitoring Services

3. Monitoring Services. The terms of this section and its subsections apply only to Recurring Service(s) for which ADT actively or passively monitors ("Monitoring Services") Customer's alarm and/or surveillance systems ("System"). These Product-Specific Terms and Conditions apply in addition to the GTCs

and supersede any conflicting term of the GTCs.

3.1. Central Station Monitoring. For Monitoring Services, ADT will program the System to communicate with ADT's or its applicable third-party's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from a Premises ("Alarm Signal"), ADT will make reasonable efforts as described herein to contact up to three (3) persons designated by Customer and, if appropriate under the circumstances and regulations, the applicable local AHJ. Such efforts shall be subject to and consistent with local laws, any applicable requirements to verify certain Alarm Signals not to be false alarms, and ADT's response policies. Customer's use of ADT's Smart Alerts™ service, if any, is subject to the Smart Alerts™ Terms of Use, available at <https://www.adt.com/commercial/terms-of-use-smart-alerts>. Laws and regulations designed to reduce false alarms may require attempts to verify an Alarm Signal is not a false alarm prior to the AHJ dispatching a response, or in the absence of such confirmation, delay an AHJ dispatch. ADT shall have the discretion to contact the applicable Premises to verify that the Alarm Signal is not a false alarm. ADT does not control the AHJ and does not guarantee that the AHJ will be dispatched in event of an Alarm Signal. ADT IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY FOR, THE MANNER IN WHICH AN AHJ RESPONDS OR FAILS TO RESPOND TO AN ALARM SIGNAL. ADT may alter or discontinue any of its response policies without notice and in ADT's sole and absolute discretion. If the AHJ now or in the future requires physical, visual, or other verification of Alarm Signals before dispatching a response, Customer agrees to subscribe to such service from ADT at Customer's expense. Excessive monitoring activity beyond ADT's reasonable control or requests for ADT to remotely arm the System shall be subject to additional charges. Any custom or special instructions from Customer regarding ADT's handling of Alarm Signals are of no effect unless agreed to in writing by ADT, which ADT may reject in its sole and absolute discretion. Customer acknowledges and understands that custom or special instructions for handling Alarm Signals may result in increased risk to Customer and the Premises.

3.2. Signal Transmission.

3.2.1. Transmission By Telephone. If the System is connected to the Central station by a traditional telephone connection, then Customer will provide a traditional telephone connection to the Public Switched Telephone Network. This connection will have priority over any other telephone or equipment and shall be within ten (10) feet of the System control panel. Customer acknowledges and agrees that its use of DSL, ADSL, digital phone, cellular radio, private radio, voice over internet protocol ("VOIP"), or other internet-based phone services ("Non-Traditional Phone Services") may cause interruptions to signal transmissions to the Central Station, and that ADT does not recommend Non-Traditional Phone Services unless supplemented by a backup device. Customer will notify ADT of any change from a traditional telephone connection to a Non-Traditional Phone Service, and Customer will test the System signal transmission to the Central Station immediately upon such change. Customer authorizes ADT to request on Customer's behalf any services or equipment from a telephone company or other telecommunication provider providing signal transmission or reception services necessary for ADT to perform the Monitoring Services.

3.2.2. Transmission by Digital Communicator. If the System is connected to the Central Station by a digital communicator, Customer will provide a connection via a registered telephone jack to a telephone channel required for the System. Such connection shall have priority over any other telephone or Customer equipment and shall be within ten (10) feet of the System control panel. At Customer's request and expense, ADT will provide such connection.

3.2.3. Transmission by Internet Protocol-Based Services. If the System is connected to the Central Station by an internet protocol-based service, then Customer: (a) will maintain a 120V AC power supply for each device; (b) may be required to maintain a static IP address, and any changes to Customer's IP address may cause interruptions in signal transmission; (c) may be required to open port(s) on Customer's firewall; and (d) has sole responsibility for configuring any necessary the modems, routers, firewalls, switches, or hubs necessary to transmit the signals.

3.2.4. Customer Acknowledgment. Customer acknowledges and agrees that the Central Station cannot receive signals from the System if Customer's transmission mode becomes non-operational for any reason, including being cut, interfered with, or otherwise damaged, and that ADT shall not be responsible for any interruption or failure of Customer's mode of signal transmission outside of ADT's control. Changes in government laws or regulations may require modification or discontinuation of Customer's signal transmission mode.

3.3. Video Services. Customer represents and warrants that: (a) the System is installed at Customer's request for the safety and security of Customer's Premises, employees, and invitees, and for no other purpose; (b) the cameras and other recording or monitoring devices will be installed only in public areas within the Premises, and will not be installed in or record any area where persons have a reasonable expectation of privacy, including but not limited to bathrooms; (c) Customer will provide 120 AC power supply and adequate illumination under all operational conditions necessary for the proper operation of the System; and (d) Customer will maintain an internet protocol-based service with no less than the ADT-recommended bandwidth and speed necessary for the effective performance of the System. Customer is solely responsible for: (i) the placement, direction, and presence of the cameras; (ii) the transmission of the images captured by the System; and (iii) the use of System or the images captured by the System by any person other than ADT, or ADT's employees or agents.

3.3.1. For e-Secure Video Service. The camera(s) may provide live streaming video which may be viewed from your account on a computer with adequate internet connectivity, or send video related to specific Alarm Signals which may be forwarded to your e-mail account or mobile device. Customer is responsible for providing the equipment and internet connection necessary to access the e-Secure Video service ADT will not receive or store these video recordings. Customer agrees and understands that e-Secure notifications are an addition to, and not a replacement of, professional monitoring services. ADT is not responsible for any Losses resulting from Customer's response or lack thereof to any e-Secure notification.

3.3.2. For Video Verification Service. The System may be configured to send images to an alarm operator for verification of video images directly associated with heat, burglary, panic, or critical condition alarm signals. Customer agrees and understands that ADT will access and view Customer's images and other data captured by the System. Customer understands and acknowledges the inherent limitations associated with visual verification, including but not limited to (a) inadequate illumination in the viewing area, (b) physical obstructions blocking a camera's view, and (c) inadequate receipt, clarity, placement, or quality of the images. ADT does not guarantee that viewing the images transmitted by the System will result in effective visual verification of Alarm Signals.

3.3.3. For Remote Tours. An alarm operator will review video images generated by the System, at regular intervals and upon conditions as set forth in the Agreement or otherwise agreed by the Parties in writing.

3.4. Radio/Cellular Service.

3.4.1. For Cellular Backup Service. If the Agreement includes cellular backup service, ADT will install and connect a radio or cellular transmission device to the System as a backup communication link to the Central Station if Customer's primary communication link to the Central Station is disrupted.

3.4.2. For Primary Cellular Service. If the Agreement includes primary cellular service, ADT will install and connect a radio or cellular transmission device to the System as the System's sole communication link to the Central Station.

3.4.3. Customer Acknowledgment. Customer acknowledges and agrees that: (a) there may be times when cellular backup and primary cellular services will be unable to acquire, transmit, or maintain an alarm signal; and (b) radio or cellular frequency transmissions may be impaired or interrupted by a variety of conditions beyond ADT's control, including but not limited to weather events and power failures. Customer acknowledges that ADT recommends a backup means of communication to the Central Station.

3.4.4. FCC Requirements. Changes in rules, regulations, or policies of the FCC and other AHJs may require discontinuation or modification of some or all Monitoring Services. If Customer's cellular or radio transmitter malfunctions, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that ADT or its contractors or designees have immediate access to Customer's transmitter in the event of such a malfunction. Customer agrees to permit immediate access to the malfunctioning equipment in such an event. If

Customer fails or refuses to provide such access, then ADT shall be entitled to emergency injunctive relief permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances, and Customer agrees to pay ADT's expenses, including reasonable attorneys' fees, incurred in connection with such proceedings.

3.5. Wireless Devices. Customer acknowledges that wireless devices, including but not limited to wireless local area network (WLAN) or WiFi networks and paths, and wireless motion detectors, smoke detectors, door and window contacts, and other wireless devices ("Wireless Devices") are not physically connected to the System and require a radio frequency network or path to operate. Wireless Devices will not operate, and the System will not sound an alarm, if the radio frequency network or path becomes impaired or interrupted for any reason. Customer is solely responsible for maintaining, inspecting, and regularly testing all networks and paths necessary for the proper operation of the Wireless Devices.

3.6. Direct Connect Services. If Customer requests direct connect services, ADT will install a direct connection between the System and the applicable police or fire department(s) identified by Customer. Alarm signals transmitted through direct connect services will be monitored by the applicable police or fire department (s), which are not ADT's agents or under ADT's control. ADT will not monitor Systems connected through direct connect services. Customer agrees that ADT shall have no responsibility for, or liability resulting from, the AHJ's monitoring of such Systems.

3.7. Vault Protection. If any vault is covered by Monitoring Services, then Customer represents and warrants that each such vault has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance, or other electronic equipment designated in this Agreement prior to setting the equipment for closed periods according to procedures established from time to time by ADT, and to notify ADT promptly if such equipment fails to respond to the test.

3.8. System Maintenance. Monitoring Services do not include testing, operation, or maintenance of the System; however, Customer can purchase an Extended Service Plan for ADT to perform these services. Except to the extent included in an Extended Service Plan Customer purchases from ADT, Customer is solely responsible for testing the System and maintaining, operating, and testing all components of the System in accordance with the manufacturer's recommendations. Except as expressly provided in this Agreement, ADT has no responsibility for the performance of the System.

3.9. eSuite. ADT may provide Customer with access to eSuite, ADT's online portal for Monitoring Services account management. ADT may modify, temporarily suspend access to, or permanently discontinue eSuite or any of its functionality at any time, in ADT's sole discretion. If Customer is provided access to eSuite, Customer agrees to use eSuite to make Monitoring Services account management changes, including but not limited to editing contact lists, access codes, site schedules, testing systems, confirming system activation, and other administrative functions. Customer may be subject to additional per-activity charges if Customer requests ADT personnel perform Monitoring Services account management activities that are available to be made by Customer in eSuite.

3.10. Underlying Casualty Indemnity. In addition to and without limiting the indemnification obligations set forth in the GTCs, Customer shall indemnify and hold ADT and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses incurred from third-party claims arising from or related to any casualty (including but not limited to damage to property, injury to persons, or death, caused by fire, burglary, unauthorized intrusion, assault, or other similar event) occurring at Customer's Premises, which are based in whole or in part upon the Monitoring Services failing to detect, prevent, warn of, terminate, or mitigate damages resulting from the casualty, including Losses based upon claims of ADT's negligence.

3.11. Limitation and Warranty Exclusion. Insurance reflected on any certificate of insurance does not cover Monitoring Services. IN LIMITATION OF SECTION 3 OF THE GTCs, ADT MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY MONITORING SERVICES.

Signatures

1. **Approximate Installation Starting Date: 9/20/2023 Approximate Installation Completion Date: 9/27/2023**

2. **Starting installation of wiring and/or delivery of equipment to your Premises will constitute substantial commencement of the work to be performed.**

3. **Upon completion of the installation, we will thoroughly instruct you in the proper use of your system.**

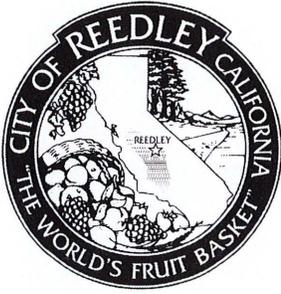
IN WITNESS HEREOF, Customer and ADT have caused this Agreement to be executed by their duly authorized representatives below.

Customer Authorized Representative	Printed Name	Title	Date
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ADT Representative	Printed Name	Title	Date
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ADT Authorized Manager	Printed Name	Title	Date
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REEDLEY CITY COUNCIL

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

ITEM NO: 6

DATE: October 10, 2023

TITLE: ADOPT RESOLUTION NO. 2023-075 ACCEPTING THE CONSTRUCTION IMPROVEMENTS AND WELLHEAD REMOTE TREATMENT FACILITY PROJECT FOR MUNICIPAL WATER WELL 12 AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO RECORDER'S OFFICE.

SUBMITTED: Russ Robertson, Public Works Director

APPROVED: Nicole Zieba, City Manager

RECOMMENDATION

Adopt Resolution No. 2023-075 accepting the construction improvements and wellhead remote treatment facility project for municipal water well 12 per the project awarded by City Council Resolution 2021-024 and authorize the Public Works Director to file a notice of completion with the County of Fresno Recorders Office.

EXECUTIVE SUMMARY

In 2017, the California Department of Drinking Water adopted a maximum contaminate level for 1,2,3-trichloropropane (TCP). At the time, three of the City of Reedley's municipal water wells had TCP levels near or in excess of the newly adopted maximum contaminate level and TCP treatment facilities were required to be installed.

A project to install TCP treatment vessels and equipment at two of the well sites, wells 13 and 14, was completed in January of 2021. Well 13 is located on Parlier Avenue, just west of Buttonwillow Ave., and well 14 is located at the Reedley Sports Park.

A second project to install TCP treatment vessels and facilities for municipal water well 12, located at 1148 11th Street was put out to bid in March of 2021. On April 13, 2021, the City Council awarded a construction contract for the project to Dawson-Mauldin.

The requirements of the contract were completed on October 4, 2023, to the satisfaction of the City of Reedley. The work encountered numerous delays due to difficulties arising from supply shortages following the COVID-19 pandemic and contractor delays, but the project has been completed within the approved budget. The project was paid for with Groundwater Treatment Settlement Funds.

FISCAL IMPACT

There is no fiscal impact to the filing of the Notice of Completion with the County of Fresno Recorder's Office.

ATTACHMENTS

1. Resolution 2023-075
2. Notice of Completion

RESOLUTION NO. 2023-075

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
ACCEPTING THE CONSTRUCTION IMPROVEMENTS AND WELLHEAD REMOTE
TREATMENT FACILITY FOR MUNICIPAL WATER WELL 12 AND AUTHORIZING
THE PUBLIC WORKS DIRECTOR TO FILE A NOTICE OF COMPLETION WITH
THE COUNTY OF FRESNO RECORDERS OFFICE.**

WHEREAS, the Construction of Wellhead Treatment Facility for Municipal Water Well 12 project has been completed per the plans and specifications; and

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

WHEREAS, on October 10, 2023, the City held a public meeting at the City of Reedley Council Chamber, at 845 G Street and received a staff report and accepted public comments.

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

1. The above recitals are true and correct and incorporated herein by reference.
2. The City Council using their independent judgement, hereby accepts the subject improvements.
3. The City Council hereby accepts the subject project for maintenance in accordance with the provisions of the contract and applicable ordinances and policies.
4. The City Council approves the Notice of Completion for the construction improvements related to the construction of a wellhead treatment facility for municipal water well 12 and hereby authorizes the Public Works Director to transmit the attached Notice of Completion to the Fresno County Recorder's Office.
5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved the 10th day of October, 2023, in the City of Reedley, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

**RECORDING REQUESTED BY:
AND FOR THE BENEFIT OF,**
Public Works Department
City of Reedley
No Fee-Gov/t. Code Sections
6103 and 27383

WHEN RECORDED, MAIL TO:

City of Reedley
Public Works Department
1733 9th Street
Reedley, CA 93654

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Reedley
3. The full address of the owner is 845 G Street, Reedley, CA. 93654
4. The nature of the interest or estate of the owner is: In fee.

(IF OTHER THAN FEE, STRIKE "IN FEE" AND INSERT, FOR EXAMPLE, "PURCHASER UNDER CONTRACT OF PURCHASE, OR "LESSEE")

5. A work of improvement on the property hereinafter described was completed on October 4, 2023. The work done was: Installation of wellhead treatment facility for municipal water well 12.
6. The name of the contractor, if any, for such work of improvement was Dawson-Mauldin April 27, 2021
(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of REEEDLEY
County of FRESNO, State of CALIFORNIA, and is described as follows: Municipal water well #12 remote treatment facility located at 1148 11th Street, Reedley
Ca.
8. The street address of said property is as listed above.
9. Resolution 2023-075

Dated: _____ By: _____
SIGNATURE OF OWNER OR CORPORATE OF OWNER (NAMED IN PARAGRAPH 2 OR THEIR AGENT)

VERIFICATION

I, the undersigned, say: I am the Public Works Director of the City of Reedley the declarant of the foregoing notice of completion;
("PRESIDENT OF", "MANAGER OF", "PARTNER OF", OWNER OF", ETC.)

I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2021, at REEDLEY, CA.
(CITY) (STATE)

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



REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: October 10, 2023

TITLE: ADOPT RESOLUTION 2023-076 AMENDING THE 2023-24 ADOPTED BUDGET APPROPRIATING \$9,552 IN THE GENERAL FUND FOR A DONATION RECEIVED FROM REEDLEY POLICE OFFICERS ASSOCIATION FOR POLICE SPECIAL RESPONSE TEAM EQUIPMENT.

PREPARED: Marc A. Ediger, Police Commander 

SUBMITTED: Jose L. Garza, Chief of Police 

APPROVED: Nicole R. Zieba
City Manager 

RECOMMENDATION

Adopt Resolution 2023-076 amending the 2023-24 Adopted Budget appropriating \$9,552 in the General Fund for a donation received from the Reedley Police Officer's Association for Police Special Response Team equipment.

BACKGROUND

The Reedley Police Officer's Association has historically held fundraising events throughout the year, to be utilized toward positive contributions to the community. The Reedley Police Officer Association has completed a donation this year in the amount of \$9,552 to the City of Reedley, to be used toward purchase of specialized equipment for the Police Special Response Team. Staff has already started planning how the funding will be spent this fiscal year. The Police Department would like to thank the Police Officers Association for their dedication to the community and for this generous contribution to the City.

FISCAL IMPACT

The attached Budget Amendment Resolution requests \$9,552 in appropriations in the General Fund to use towards specialty equipment for the Police Special Response Team.

ATTACHMENTS

1. Budget Amendment Resolution No. 2023-076

**BUDGET AMENDMENT
RESOLUTION 2023-076**

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

SECTION I - ADDITIONS

Account Number	Account Description	Amount
001-4350.2091	Special Response Team	\$ 9,552
Total		\$ 9,552

Purpose: Purchase of specialized equipment for the Police Special Response Team

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
073-2218	Special Response Team - Donation Account	\$ 9,552
Total		\$ 9,552

Impact: Appropriation of requested amount from the Special Response Team donation account

REVIEWED:

 10/04/23
Assistant City Manager

RECOMMENDED:


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on October 10, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 8

DATE: October 10, 2023

TITLE: CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE REEDLEY OLSON AVE TRUNK LINE UPSIZING ALONG OLSON AVE TO WASTEWATER TREATMENT PLANT & HEADWORKS IMPROVEMENT PROJECT:

(A) ADOPT BUDGET RESOLUTION NO. 2023-077 AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE AVAILABLE FUNDS IN THE AMOUNT OF \$4,270,070 FOR THE REEDLEY OLSON AVE TRUNK LINE UPSIZING ALONG OLSON AVE TO WASTEWATER TREATMENT PLANT & HEADWORKS IMPROVEMENT PROJECT

(B) ADOPT RESOLUTION NO. 2023-078 AWARDING A CONSTRUCTION CONTRACT TO W.M. LYLES CO. FOR THE REEDLEY OLSON AVE TRUNK LINE UPSIZING ALONG OLSON AVE TO WASTEWATER TREATMENT PLANT & HEADWORKS IMPROVEMENT PROJECT

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

APPROVED: Nicole Zieba
City Manager 

RECOMMENDATION

Staff recommends that the City Council take the following actions:

(A) Adopt Budget Resolution No. 2023-077 amending the fiscal year 2023-2024 budget to appropriate available funds in the amount of \$4,270,070 for the Reedley Olson Ave Trunk Line Upsizing along Olson Ave to Wastewater Treatment Plant (WWTP) & Headworks Improvement Project.

(B) Adopt Resolution No. 2023-078, awarding a construction contract to W.M. Lyles Co. for the Reedley Olson Ave Trunk Line Upsizing along Olson Ave to WWTP & Headworks Improvement Project.

EXECUTIVE SUMMARY

Staff is requesting that the City Council adopt Budget Resolution No. 2023-077 in the amount of \$4,270,070 to fully fund construction, construction management, materials testing, construction staking, and contingencies to complete the Reedley Olson Ave Trunk Line Upsizing along Olson Ave to WWTP & Headworks Improvement Project (Project). The Project will be funded by the California State Water Resources Control Board (SWRCB), sewer capital, fire development impact fees (DIF), Law Enforcement DIF and Storm Drain DIF.

The Project is located on Olson Avenue just west of Reed Avenue, extends along the bridge, enters Cricket Hollow Park and extends south to the WWTP. The Project will replace aging sewer main infrastructure with new sewer main piping, new sewer manholes, remove an existing larger dirt berm for the future animal shelter and fire department storage location, improvements at the WWTP Headworks, and replacement of roadway improvements.

In conjunction with the requested budget amendment, Staff is requesting that Council adopt Resolution No. 2023-078 awarding the Project to W.M. Lyles Co. in the amount of \$3,980,470.00 and authorize the City Manager to execute the Public Improvement Agreement for the Project. Execution of the Agreement is subject to the submittal of the necessary bonds, insurance certificates and other necessary documents as required by the specifications, special provisions for this project and State law.

Staff is also requesting that a contingency of 10% of the base bid, or \$398,047.00 be included in the Council action to cover any unforeseen incidentals.

PROJECT DESCRIPTION/BACKGROUND

The City of Reedley began the design of this project in the fall of 2018. The design was completed in 2019, but due to funding constraints the City did not put the project out to bid and explored grant opportunities for the project. In the summer of 2021 the City's grant writers, Townsend Public Affairs, sought State and Federal funding for the project. The City was successful in getting State funding in the amount of \$2,800,000 for the project and in August of 2022 the City entered into an agreement with the State of California Water Resources Control. With the State funding awarded to the City, the project was revived and the environmental process began for the project. In addition, there were revisions to the plans to include items at the WWTP headworks and additional grading improvements so that the City could benefit from the bypass pumping that would be required with the sewer main replacement project and also benefit from large equipment being at the project site to prepare the area for the future animal shelter and fire department storage. The environmental process for the project took longer than anticipated to receive, however, once the City received the environmental clearance and the plans finalized, the project was released to bid.

On September 1, 2023, a Notice to Bidders for the Project was advertised on the City website and on various local builders exchanges for a period of approximately four (4) weeks. During the bidding period, four (4) contractors requested bid documents from the City for this project. Five (5) addenda were issued during the project bidding period to answer various questions regarding project funding, product substitutions, bidding requirements and general project questions.

On September 28, 2023, City staff conducted the bid opening for this project where one (1) bid was received, opened, and read aloud. The bid received for the total Base Bid equaled \$3,980,471.00 as shown in the attached Bid Tabulation. The engineer's estimate of probable cost for the Base Bid was \$3,416,054.00. Due to the bid prices coming in higher than the engineer's estimate, the City will be issuing deductive change orders once the project is awarded on items that are not emergency in nature and can be included in a future project including a permanent emergency bypass at the WWTP. The project will be awarded for the full amount to the contractor, however, the price will be reduced as soon as the contract is executed. Due to the special nature of the project it is not anticipated that if the City went out to bid again the project would receive more bidders or lower costs. In addition, the State funding timeline cannot be extended, therefore, staff is requesting to award the project to W.M. Lyles Co.

PRIOR COUNCIL ACTIONS

Resolution No. 2018-068 authorizing the execution of a professional services agreement with MKN & Associates for design consulting services for the wastewater trunk main replacement along Olson Avenue to the City's WWTP.

Resolution No. 2021-037 endorsing the construction of the wastewater trunk line upsizing along Olson Avenue to the WWTP.

Resolution No. 2021-124 authorizing the execution of all agreements with the State Water Resources Control Board for the City of Reedley's wastewater trunk line upsizing along Olson Avenue to the WWTP.

FISCAL IMPACT

The total budget for the Project is \$4,270,070.00, which includes the cost of construction, construction management, construction staking, and construction testing.

ATTACHMENTS

1. Budget Resolution No. 2023-077
2. Resolution No. 2023-078
3. Bid Tabulation

BUDGET AMENDMENT RESOLUTION 2023-077

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

SECTION I - ADDITIONS

Account Number	Account Description	Amount
051-4515.6434	Olson Sewer Main	\$ 3,930,070
103-4273.5206	Cricket Hollow Storage Facility	\$ 45,000
102-4372.6620	Animal Shelter	\$ 45,000
104-4274.6434	SD DIF Olson Sewer Main	\$ 250,000
Total		\$ 4,270,070

Purpose: Construction improvements, construction management, compaction testing and construction staking costs for the Reedley Olson Ave Trunk Line Upsizing along Olson Ave to WWTP & Headworks Improvement Project

SECTION II - SOURCE OF FUNDING

Account Number	Account Description	Amount
051-3858	SWRCB Olson Sewer Main (Budgeted)	\$ 2,800,000
051-2710	Sewer Capital Fund Balance	\$ 1,130,070
102-2710	Fire DIF Fund Balance	\$ 45,000
103-2710	Law Enforcement DIF Fund Balance	\$ 45,000
104-2710	Storm Drain DIF Fund Balance	\$ 250,000
Total		\$ 4,270,070

Impact: Sufficient funds in State Funding, Sewer Capital, Fire DIF, Law Enforcement DIF and Storm Drain DIF accounts for the construction improvements, construction management, compaction testing and construction staking costs for the Reedley Olson Ave Trunk Line Upsizing along Olson Ave to WWTP & Headworks Improvement Project

REVIEWED:


Assistant City Manager

RECOMMENDED:


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on this 10th day of October 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

RESOLUTION NO. 2023-078

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AWARDING A CONSTRUCTION CONTRACT TO W.M. LYLES CO. FOR THE
REEDLEY OLSON AVE TRUNK LINE UPSIZING ALONG OLSON AVE TO
WWTP & HEADWORKS IMPROVEMENT PROJECT**

WHEREAS, the City of Reedley issued a Notice to Bidders for the Reedley Olson Ave Trunk Line Upsizing along Olson Ave to WWTP & Headworks Improvement Project; and

WHEREAS, the City received, opened, and read aloud one (1) bid with the total Base Bid in the amount of \$3,980,470.00; and

WHEREAS, the lowest, most responsive and responsible bid was submitted by W.M. Lyles Co.; and

WHEREAS, the City Council, using their independent judgment desires to award a construction contract for the lowest responsible responsive bid for total Base Bid in the amount of \$3,980,470.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley, using their independent judgment, hereby approves Resolution No. 2023-078 based on the following:

1. The above recitals are true and correct; and
2. That the contract for the Reedley Olson Ave Trunk Line Upsizing along Olson Ave to WWTP & Headworks Improvement Project is awarded to W.M. Lyles Co. for the unit and lump sum prices as bid, the total amount of the contract being \$3,980,470.00.
3. That the City Manager is authorized and directed to promptly execute the contract for the subject work with W.M. Lyles Co. subject to the submittal of the necessary bonds, insurance certificates and other necessary documents required by the specifications and special provisions for this project, all for the approval by and to the satisfaction of the City Engineer and the City Attorney.
4. The City Manager or her designee, is hereby authorized to execute contract change orders to the contract for this project and shall not exceed 10% of the Base Bid or \$398,047.00 without prior approval of this City Council.
5. The construction budget for this project, which includes the construction contract and contingency costs, shall not exceed approximately \$4,378,517.00.
6. This resolution is effective immediately upon adoption.

This forgoing resolution is hereby approved at a regular meeting of the City Council of the City of Reedley held on the 10th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

**Exhibit A
Olson Avenue to WWTP & Headwork's Improvement
Bid Tabulation**

Prepared By: A.Barajas
Checked By: M. Morales
Date: 9/29/2023

Item No.	Description	Quantity	Units	Engineer's Estimate		W.M. Lyles Co	
				Unit Cost	Total	Unit Cost	Total
BASE Bid							
1	Mobilization and Demobilization	1	LS	\$ 84,000.00	\$ 84,000.00	\$ 15,000.00	\$ 15,000.00
2	Provide General Requirements and Project Administration	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00
3	Stripping, Clearing, Grubbing, and Existing Building Demolition	1	LS	\$ 28,800.00	\$ 28,800.00	\$ 120,400.00	\$ 120,400.00
4	Sheeting, Shoring, Barging, and Excavation Safety Measures	1	LS	\$ 20,844.00	\$ 20,844.00	\$ 56,000.00	\$ 56,000.00
5	Subsurface Utility Locating	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 13,200.00	\$ 13,200.00
6	Remove and Replace Asphalt Pavement, Curb and Gutter, Park Access Gates, Guard Rail, and Restore Stripping	1	LS	\$ 99,432.00	\$ 99,432.00	\$ 408,500.00	\$ 408,500.00
7	Traffic Control and Funding Signage	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 79,800.00	\$ 79,800.00
8	Earthwork (Net Export is 1715) Cut-1718 Fill-2.5	1,715	CY	\$ 36.00	\$ 61,740.00	\$ 21.00	\$ 36,015.00
9	Temporary Bypass Pumping	1	LS	\$ 500,000.00	\$ 500,000.00	\$ 596,200.00	\$ 596,200.00
10	Install 36-inch HDPE or PVC Pipe	1,308	LF	\$ 432.00	\$ 565,056.00	\$ 335.00	\$ 438,180.00
11	Install 42-Inch PVC Pipe	181	LF	\$ 605.00	\$ 109,505.00	\$ 1,026.00	\$ 185,706.00
12	Install 24-Inch PVC Pipe	221	LF	\$ 1,440.00	\$ 318,240.00	\$ 442.00	\$ 97,682.00
13	Remove and Replace 22-Inch HDPE Pipe on Bridge	363	LF	\$ 414.00	\$ 150,282.00	\$ 242.00	\$ 87,846.00
14	Relocate Existing 8-inch Water Line	1	LS	\$ 3,600.00	\$ 3,600.00	\$ 22,700.00	\$ 22,700.00
15	Encase 36-Inch Sewer Pipe	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 24,500.00	\$ 24,500.00
16	Install New Concrete Paving Over Pipe at Cricket Hollow Park Entrance	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 62,000.00	\$ 62,000.00
17	Cut and Adandon Existing 10-Inch, 15-Inch, and 21-Inch Sewer Pipes	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 26,000.00	\$ 26,000.00
18	Remove Existing 21-Inch Sewer Pipe	430	LF	\$ 60.00	\$ 25,800.00	\$ 56.00	\$ 24,080.00
19	Influent Pump Station Tie-in	1	LS	\$ 17,400.00	\$ 17,400.00	\$ 28,400.00	\$ 28,400.00
20	Tie-in to Existing 42-Inch Sewer Pipe	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 22,600.00	\$ 22,600.00
21	Install 24-Inch Flexible Expansion Joints	2	EA	\$ 20,000.00	\$ 40,000.00	\$ 49,900.00	\$ 99,800.00
22	Install 60-Inch Diameter Manhole	5	EA	\$ 30,000.00	\$ 150,000.00	\$ 39,100.00	\$ 195,500.00
23	Install 84-Inch Diameter Precast Manholes (Diverson Structures) with Side Gates	2	EA	\$ 87,250.00	\$ 174,500.00	\$ 200,500.00	\$ 401,000.00
24	Remove Existing Manhole Locate at STA. 13+97	1	LS	\$ 28,000.00	\$ 28,000.00	\$ 3,000.00	\$ 3,000.00
25	Emergency Bypass Pump, Pipes, and Appurtenances	1	LS	\$ 254,578.00	\$ 254,578.00	\$ 313,600.00	\$ 313,600.00
26	New Piping and Appurtenances from Submersible Pumps in Wetwell to Valve Vault	1	LS	\$ 80,364.00	\$ 80,364.00	\$ 195,000.00	\$ 195,000.00
27	New 16-Inch and 12-Inch Discharge Piping and Fittings into Splitter Box	1	LS	\$ 30,950.00	\$ 30,950.00	\$ 34,400.00	\$ 34,400.00
28	Splitter Box Concrete Repair and Epoxy Coating	371	SF	\$ 313.00	\$ 116,123.00	\$ 191.00	\$ 70,861.00
29	Wetwell Safety Grate Recoating	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 1,300.00	\$ 1,300.00
30	Pipe Supports	1	LS	\$ 4,340.00	\$ 4,340.00	\$ 39,100.00	\$ 39,100.00
31	Electrical and Controls	1	LS	\$ 300,000.00	\$ 300,000.00	\$ 152,000.00	\$ 152,000.00
32	Provide Record Drawings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
33	Storm Water Pollution Prevention Plan	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 15,100.00	\$ 15,100.00
34	Smartcover System SC-Q-SB-15 and Active Site Management ASM-SC1	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 13,500.00	\$ 13,500.00
Total Sum of Base Bid (Item 1-Through 34)					\$ 3,416,054.00		\$ 3,980,470.00

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total
ADD ALTERNATE							
A1	Additional Rock Refill for Pipe trench Foundation Stabilization	1	CY	\$ 200.00	\$ 200.00	\$ 248.00	\$ 248.00
A2	Install 60-Inch Diameter Precast Polymer Concrete Manhole Per Specification Section 034215	5	EA	\$ 35,000.00	\$ 175,000.00	\$ 36,660.00	\$ 183,300.00
A3	Install 84-Inch Diameter Precast Concrete Polymer Manholes (Diversion Structures) with Slide Gates Per Specification Section 034215	2	EA	\$ 95,000.00	\$ 190,000.00	\$ 197,950.00	\$ 395,900.00
Total for Add Alternate (Item A1 through A3)					\$ 3,781,254.00		\$ 3,963,418.00

Subcontractors:

STG Demo	Kroeker Inc.
Electrical	Ac Electric
Fence	Yukon Fence
Painting & Coating	Polytech Industrial Inc
Paving & Flatwork	Cal Valley Construction
Rebar	Pacific Steel Group



REEDLEY CITY COUNCIL

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

ITEM NO: 9

DATE: October 10, 2023

TITLE: ADOPT RESOLUTION NO. 2023-079 GRANTING AUTHORITY TO THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REEDLEY WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVENUE TO WASTEWATER TREATMENT PLANT AND HEADWORKS IMPROVEMENT PROJECT

PREPARED: Linda Xiong *LX*
Assistant Engineer

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

APPROVED: Nicole Zieba *NZ*
City Manager

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2023-079 granting the City Manager or her designee authorization to enter into a professional services agreement with NV5, Inc. for construction management services for the Wastewater Trunk Line Upsize along Olson Avenue to Waste Water Treatment Plant (WWTP) and Headworks Improvement Project.

EXECUTIVE SUMMARY

The Wastewater Trunk Line Upsize along Olson Avenue to WWTP and Headworks Improvement (Project) is located on Olson Avenue between Reed Avenue and the WWTP and includes the repairing and upsizing of approximately 2,103 linear feet of sewer pipeline and improvements to the existing headworks at the WWTP. The construction manager will oversee the daily construction activities and ensure that the project is constructed as seamlessly as possible with minimal impact on residents, pedestrians, businesses, and waste management services. They will also be providing materials testing and construction surveying via sub-consultants.

The City requested proposals for construction management services from consulting firms in September of 2023 and received a response from three interested firms. After reviewing the proposals, NV5, Inc. was selected as the most qualified and responsive for the Project. The construction management services will be performed for a fee to be administered on a time and materials basis not to exceed \$465,854.52.

BACKGROUND

In September 2023, a Request for Cost Proposals (RFP) for the Construction Management/Inspection Services for the Project was released for approximately two weeks. After reviewing the proposals, NV5, Inc. was selected as the most qualified and responsive for the Project.

The construction management firm will oversee the daily operations and ensure that the project construction runs smoothly and there is minimal impact on the residents, pedestrians, businesses, and waste management services. This agreement includes services for project management, inspections, materials testing, construction surveying, project administration, submittal review, record keeping and documentation, managing project schedule, labor compliance, and public outreach.

PRIOR COUNCIL ACTIONS

Resolution 2021-124 authorized the City Manager to execute an agreement with the State Water Resources Control Board for the City of Reedley's Wastewater Trunkline Upsizing Along Olson to WWTP Project, contributing \$2,800,000.00 in State Funding.

FISCAL IMPACT

Funding for this scope of the Project has been incorporated into the funding requested of the Council with Budget Amendment 2023-077.

ATTACHMENTS

1. Resolution No. 2023-079
2. NV5, Inc. – Draft Professional Services Agreement
3. NV5, Inc. – Proposal

RESOLUTION NO. 2023-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY GRANTING AUTHORITY TO THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REEDLEY WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVENUE TO WASTEWATER TREATMENT PLANT AND HEADWORKS IMPROVEMENT PROJECT

WHEREAS, the City of Reedley issued a Request for Proposals for the Reedley Wastewater Trunk Line Upsize along Olson Avenue to Wastewater Treatment Plant and Headworks Improvement Project; and

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

WHEREAS, NV5, Inc. was selected to perform construction management services for the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reedley, using their independent judgment, hereby approves Resolution No. 2023-079 based on the following:

1. The above recitals are true and correct;
2. That the City Council grants authority to the City Manager, or her designee, to sign and execute a professional services agreement with NV5, Inc.
3. This professional services agreement entered into shall be effective from the date of execution by the City Manager until the close out of the subject project.
4. This resolution is effective immediately upon adoption.

This forgoing resolution is hereby approved at a regular meeting of the City Council of the City of Reedley held on the 10th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this 10th day of October 2023, by and between the City of Reedley, hereinafter referred to as the "CITY", and NV5 hereinafter referred to as the "CONSULTANT".

WITNESSETH

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

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Services" in Exhibit "A", for the City of Reedley Wastewater Trunk Line Upsize Along Olson Avenue to WWTP & Headwork Improvement Project hereinafter referred to as the "PROJECT"; and

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

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

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

II. TIME OF PERFORMANCE

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

If the CONSULTANT fails to complete the Scope of Service within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent

of each work item completed and shall pay the CONSULTANT on that basis.

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

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full on a time and materials fee basis, a sum not to exceed \$465,854.52. This amount shall constitute complete compensation, including document production and out-of-pocket expenses for the Scope of Services as identified in Exhibit "A".
- B. Payment of Compensation: The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any. All billings shall be subject to verification and approval by the CITY.

IV. AUTHORIZED REPRESENTATIVE

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

V. TERMINATION

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

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

B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, immediately terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, another party to complete the services under this Agreement.
2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event of the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement. The use of all finished and unfinished work product shall be in accordance with Section XI, Documents and Data.
4. Upon termination, with or without cause, CONSULTANT will be

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

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

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

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

VII. NO PERSONNEL, AGENCY OR COMMISSION

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

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

VIII. SUBCONTRACTING

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

IX. INDEPENDENT CONTRACTOR

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

X. SPECIFICATIONS

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

XI. DOCUMENTS/DATA

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

Documents, including drawings and specifications, prepared by

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

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

XII. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

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

- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY, may, at its sole option:
 - 1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 - 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
 - 3. Terminate this Agreement.

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

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

XIII. NON-DISCRIMINATION

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

XIV. MISCELLANEOUS PROVISIONS

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

sent via the United State Postal Service, postage prepaid, addressed as follows:

CITY OF REEDLEY 1733 Ninth Street Reedley, CA 93654 Attn: City Clerk	NV5, inc. 2109 W. Bullard Avenue, Suite 145 Fresno, CA 93711 Attn: Kevin Reisz
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- F. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Fresno County, California. The CONSULTANT hereby expressly waives any right to move any action to a county other than Fresno County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- G. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- H. Conflict with Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- I. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorney's fees and court costs incurred in the action brought thereon.
- J. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- K. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

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

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

CITY OF REEDLEY

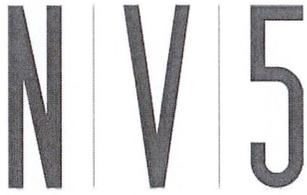
CONSULTANT

Nicole Zieba
City Manager

Kevin Reisz
NV5, Inc.

Attachments:

Exhibit "A": Scope of Services



SCOPE OF CONSULTANT SERVICES

REEDLEY WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVE TO WWTP & HEADWORKS IMPROVEMENT PROJECT City of Reedley

DESCRIPTION OF PROJECT

Provide project management, construction management/engineering, and inspection services including construction observation and contract administration for the City of Reedley Wastewater Trunk Line Upsize Along Olson Ave to WWTP & Headworks Improvement Project (Plans and Special Provisions dated August 2023). The project includes repairing and upsizing approximately 2,103 linear feet of pipeline along Olson Avenue and improvements to the existing headworks at the WWTP.

NV5 shall furnish a licensed Civil Engineer as Construction Manager/Resident Engineer during the contract period. NV5 will also provide field inspection services and support staff, as needed, during the course of the construction.

The NV5 Resident Engineer will oversee the construction inspectors and major contract items such as construction change orders and claims.

The Resident Engineer shall be responsible for coordination with the City of Reedley and shall act as the key point of contact with the City. The Resident Engineer shall also be responsible for coordination of the Construction Management staff and will oversee the daily interaction with the Contractor, the City, and other public agencies.

NV5 shall complete the following contract administrative services.

Task 1: Pre-Construction & Bid Services

Review Project Documents & Perform Constructability Review

During the bid advertising period, the NV5 Team will perform a constructability review of all contract documents including the plans, specifications, engineer's estimate, schedule, RFP pending file, Environmental Impact Report and Geotechnical Report. In doing so, we will look for ambiguities, omissions, and constructability issues. We will identify crucial aspects such as measurement and payment clauses, lane closure charts, staging details, and submittal review times. Upon our completion, we will meet with the City and the Designer to; discuss the review comments; vet possible revisions, additions and/or deletions; and recommend any possible addenda and/or contract change orders.

Bid Support and Evaluation

The NV5 Team will assist the City throughout the bidding process. We will help the City craft appropriate responses to bidder inquiries as well as assist with bid review.

Kick-Off Meeting

The NV5 Team will attend a meeting with the City and the Designer to discuss the design, bid schedule, and to coordinate responsibilities of the team. Other topics of the meeting will include contract administration procedures, submittal management, review times, procedures for change order concurrence, and general lines of communication between the parties.

Pre-Construction Meeting

The NV5 Team will hold a pre-construction conference with the construction contractor, the City, the Designer, and other stakeholders after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the contractor to ensure efficient startup and execution of the project. If not already completed, we will coordinate the distribution of the contract documents and clarifications to the contractor. We will prepare and distribute an agenda and will keep and circulate meeting minutes.

Task 2: Construction Services

Project Coordination and Correspondence

Interaction with City Staff

The NV5 Team will assist as a liaison between stakeholders to provide effective and timely communications and resolutions. We will be the main point of contact to coordinate the work of the contractor with the responsibilities of the construction management team. To assist the project team in serving this role, our key personnel will utilize onsite personal computers networked via the internet to the City project manager, the Designer, construction management field offices, and appropriate agencies via the internet.

Progress Meetings

The NV5 Team will hold weekly progress meetings with the contractor, their appropriate subcontractors and the City to review construction progress. Monthly meetings, to specifically discuss scheduling, will also be held to identify work completed and activities for the coming month. We will keep and distribute minutes of the meetings that assign action items and responsibilities and document project trends.

Public Outreach

Working with the City, the NV5 Team will be the first point-of-contact for your project and will take the lead in responding to comments and complaints relating to construction activities from adjacent property owners, business owners, residents, community groups, and other interested parties. The objective is to achieve consensus, or alternatively, acceptance between affected or interested parties and the City, while informing them of the project progress and upcoming operations.

Task 2.2: Project Administration and Documentation

Document Control

When performing construction management activities, an area of importance that cannot be overemphasized is Document Control. Effective control of a construction project cannot be maintained without paperwork to inform, change, expedite, and provide a permanent record. The NV5 Team will oversee all document control and assist the City in maintaining all project files. All contract files will be kept in accordance with Caltrans requirements. Contract files will be kept current at the Resident Engineer's office at all times.

Schedule Review

The NV5 Team will assist the City in reviewing the contractor schedule for accuracy.

Statement of Working Days

The NV5 Team will prepare a record of weather conditions, controlling item(s), and the status of working days remaining on a weekly basis. A copy will be sent to the contractor to allow him an opportunity to dispute the statement.

Submittal Management

The NV5 Team will help the City manage the contractor's submittals during construction. The status of submittals will be accounted for in the submittal log. We will review submittals if requested by the City and/or forward them to the Designer. If necessary, the NV5 Team will conduct meetings with the contractor and reviewing parties to discuss and resolve issues. A short list of expected submittals includes:

- Construction Schedule & Updates
- Traffic Control Plans
- SWPPP
- Sewer Pipe Materials
- Sewer Mechanical Systems
- Concrete Mix Designs
- HMA Job Mix Formulas (JMFs)
- Electrical Submittals

Request for Information Management

The NV5 Team provide guidance on requested design clarifications during construction. The status of RFIs will be accounted for in the RFI log. All clarifications are to be presented in writing by the contractor. We will help the City respond when appropriate. RFIs which might impact the design intent will be submitted to the Designer. If necessary, NV5 will attend meetings with the contractor and other parties to discuss and resolve requests for information.

Change Order Management & Cost Control

Evaluation and negotiation of contract change orders (CCOs) are among the most important functions of the construction management team. A quick and accurate evaluation can help keep the project on schedule and avoid contractor claims. Prior to requesting City approval, all contract change orders will be evaluated by the NV5 Team. The review will include:

- Keeping the City project manager informed on status of all CCOs;
- Maintaining a log of proposed CCOs, indicating action dates and status;
- Determining if the condition is actually a changed condition and documenting rationale;
- Coordinating with the City and the Designer regarding impacts on the design;
- Evaluating contractor's CCO cost estimate and schedule impacts, negotiating as required;
- Accurately documenting labor, equipment and materials used on force account work;
- Preparing CCO documentation for City and contractor signatures;
- Processing and incorporating the CCO into the progress payment breakdown.

Monthly Payment Review

The NV5 Team will review applications for payment with the City and contractor and assist in negotiating any differences between the amount requested and the engineer's estimate for work completed. The estimate will include a systematic determination of the quantities of work completed and their values. Information from the construction management team's field data will include measurements of bid items on the project cost breakdowns. This data will be used to assist with determining the monthly progress payments. Payments will be processed through the City project manager.

Permit Compliance

NV5 will ensure compliance with measures of the project's environment permits and Storm Water Pollution Prevention Plan (SWPPP) by monitoring and inspecting the project site on a regular basis. Throughout construction, NV5 staff will monitor the site to ensure project proponents are complying with all permit measures and will coordinate with the Resident Engineer to remediate any potential noncompliance. At project completion, NV5 will coordinate with the contractor and City to issue the SWPPP Notice of Termination (NOT) and any other permit closeout requirements.

Labor Compliance

The NV5 Team shall assist the City with labor compliance by receiving and logging certified payrolls and any other labor documentation that is submitted by the contractor and subcontractors. Copies of the contractor's certified payrolls along with copies of our daily diaries showing names of contractor's or subcontractor's personnel on the site along with the number of hours worked each day will be provided to the City for its comprehensive labor compliance review as necessary. Additionally, periodic information provided by the contractor or subcontractors, such as a fringe benefits statement, will also be logged and filed. If required, the NV5 Team will track, collect, and review the contractor's DBE reports for compliance with the stated goals.

Claims Management

The NV5 Team will take the lead in the resolution of any contract claims for the project during the construction contract period. We will keep current logs of Potential Claim Records, and will prepare documents and supporting evidence regarding claims. Information on each individual Potential Claim Records will be kept separately in the project files. Documentation and arguments will also be assembled into a report and submitted to the City for review and use. The NV5 Team will be available to provide additional claims resolution support if further action is required. Claims resolution work, if any, is typically handled in the post construction services and will be performed as an extra work item because the amount of work cannot be determined ahead of time.

Task 2.3: Construction Observation, Inspection and Testing

Several forms of documentation and correspondence will be used during this project. The NV5 Team will use records, such as videotaping and still photographs (in electronic format), to document existing conditions, major features, and construction progress. In addition to the forms required by the City, we will keep and submit daily diaries. The resident engineer will review these diaries and summarize the information in the monthly status report.

Field Inspection

The construction management team serves as the front line of quality assurance of the contractor's work and as the eyes and ears to identify potential problems such as utility conflicts, schedule issues, and design ambiguities, before they occur. Primary inspection services will be provided by NV5 and will include the following:

- Provide day-to-day written inspection reports on all activities performed by the contractor;
- Determine if work complies with contract documents, City standards, and project permits and approve/reject work accordingly;
- Document work performed, manpower, and extra work through daily diaries;
- Verify the contractor is implementing safety plan and safe practices in accordance with OSHA regulations.
- Manage Quality Assurance material testing with the laboratories and coordinate corrective measures as required for failing materials;
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor;
- Perform quantity calculations based on completed work for Progress Payments;
- Take progress photos of the work and field conditions;
- Prepare punch list and update as-built records as the work progresses;
- Monitor traffic detours/lane closures and verify that they are opened in a timely manner.

Material Testing

NV5's subconsultant, RMA Geoscience, will perform material sampling and testing services in accordance with the project specifications and the City's Quality Assurance Plan. Material sampling and testing will include:

- Periodic field moisture & density testing of the sewer trench backfill;
- Periodic field moisture & density testing of the roadway subgrade;
- Periodic field moisture & density testing of the roadway aggregate base;
- Periodic materials sampling and testing for the HMA pavement;
- Periodic materials sampling and testing for Portland cement concrete (PCC).

NV5's CM Team will receive, log, and file all test reports in accordance with Caltrans procedures.

Surveying and Construction Staking

NV5 will manage and provide all survey staking services with our sub consultant California Construction Surveying (CCS) as necessary for the construction of the project. Our Resident Engineer will review the Contractor's survey staking request for completeness and schedule survey staking in a timely manner. The survey staking services will be conducted in conformance with Caltrans' Survey Manual, Section 12, Construction Surveys.

Task 3: Post-Construction and Project Closeout Services

Assist with Final Inspection & Issue Notice of Completion

The Resident Engineer and Inspector will walk the full length of the project to document any unfinished, damaged, or non-compliant work. The findings of this inspection, along with input from the City, the designer, and other affected agencies, will be documented in a project punch list which will be formally transmitted to the contractor. Upon satisfactory completion of all elements of construction and deliverables, the City will submit a Notice of Final Completion to the contractor, thus relieving them from further maintenance. Upon issuance of final acceptance, the City will receive the contractor's warranty letter; NV5 will review it for compliance with the contract documents, and provide feedback to the City.

Prepare and Recommend Final Payment Request

After acceptance, the NV5 Team will prepare a proposed final estimate (PFE) to allow the contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, we will meet with the contractor to attempt to agree on final payment for all contract items and change orders. If the contractor still objects to the PFE, we will assist the City in negotiating final settlement with the contractor and process the final estimate.

Review and Submit As-Builts

At the Project's completion, the NV5 Team will receive the contractor's prepared as-built drawings and perform a final review for completion against our record drawings. Final as-built drawings will be submitted to the City and the Designer for final processing.

Prepare Final Reports

Following the completion of work, the NV5 Team will assist the City with completing the necessary final reports as indicated in Chapter 17 "Project Completion" of the Caltrans Local Assistance Procedures Manual.

Deliver Project Files

Project files will be maintained in hard copy and electronic formats. The hard copy files will be packaged in accordance with the Caltrans Construction Manual procedures and delivered to the City.

COMPLETION SCHEDULE

NV5 shall be bound by the requirements of the Agreement from the start of project management and inspection services commencing in October of 2023 until conclusion of post-construction services. It is understood that this agreement is based on the assumption that construction will commence in October or November 2023 and will have no more than 180 calendar days. Time extensions (including weather delays) may result in the need for additional CM services. Overtime, weekend, and holiday work are not anticipated and therefore not included.

In the event that the City Project Manager requires additional Construction Management services above the value established in the attached fee estimate; or the Construction Contract duration exceeds the working days listed above, NV5 will remain onsite and provide continuous Construction Management services. However, these services shall be considered as additional services, are above and beyond the scope and fee estimate of this contract, and shall be paid on a cost plus fixed fee basis as set forth by the appropriate hourly wages, mark-up, and profit shown in the attached fee estimate. In addition, should the City request additional services not included in the contract, NV5 can provide those services. They shall also be considered as additional services, to be paid on a cost plus fixed fee basis.

FEE SCHEDULE

Compensation to provide Construction Management services required for the construction inspection and administration for the subject construction project as detailed in this Agreement, for the time periods discussed in the previous section throughout the duration of the contract, shall be on a time and materials basis for the necessary personnel and reimbursables at the rates included herein.

Staffing Plan & Fee Proposal for Project Management and Inspection Services - Olson Avenue Sewer Project
Prepared for the City of Reedley

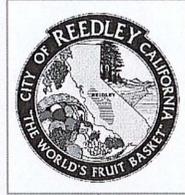
Name	Kevin Relex, PE	Kramer Walker, PE	Kolton Walker, EIT	Nick Lough	TBD	RMA Geoscience Materials Testing	California Construction Surveying (DBE)	TOTAL COST
Classification	Project Manager	Resident Engineer	Assist. R.E. / Office Engineer	Inspector (7)	Alternate Inspector (7)			
Actual Hourly Rate	\$121.49	\$106.01	\$48.75	\$75.44	\$80.00			
Overhead Rate (ICR)	136.58%	136.58%	136.58%	136.58%	136.58%			
Net Fixed Fee	10.00%	10.00%	10.00%	10.00%	10.00%			
Hourly Billing Rate (1)	\$316.16	\$275.88	\$126.87	\$196.32	\$208.19			
Contract Escalation Fee (8)	5.00%	5.00%	5.00%	5.00%	5.00%			
TASK 1: PRECONSTRUCTION SERVICES								
Conduct Coordination Meeting		2						
Review Project Documents		24		8	6			
Prepare Construction Management Plan		2						
Establish Project Procedures		2	8	2				
Review and Investigate Utility Locations		8						
Review Regulatory Permits		4						
Review Initial Project Construction Schedule		8		2				
Review SWPPP		8		2				
Review Traffic Control Plan		8		2				
Pre-construction Photos & Videos		2			8			
Hold Pre-Construction Meeting		6		4	2			
Man Hour Total	2	60	20	16				
Total Fees	\$632.33	\$22,070.26	\$2,537.32	\$3,141.18	\$0.00	\$0.00	\$0.00	\$28,381.09
TASK 2: CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION								
Task 2.1 Project Coordination and Correspondence								
Interaction with City Staff, Designer, and Utilities	16	64	40					
Public Outreach		24	16					
Progress Meetings		40	24					
Task 2.2 Project Administration and Documentation								
Document Control		32	20					
Schedule Update Review		16	8					
Material Submittal Review		60	40					
Request for Information Management		24	16					
Change Order Management & Cost Control		20	8					
Monthly Payment Review & Cost Control		20	8					
Permit Compliance		16	8					
Labor Compliance		8	24					
Claims Management		20	4					
Task 2.3 Construction Observation Services / Inspection Services								
Field Inspection and Daily Reporting		40	20	1000	10			
Environmental & Storm Water Pollution Prevention Plan (SWPPP) Monitoring		10	8	20				
Materials Testing		10	8	10		\$30,000.00		
Surveying and Construction Staking		10	8	10			\$20,000.00	
Man Hour Total	16	416	260	1040	10			
Total Fees	\$5,058.61	\$114,765.37	\$32,985.17	\$204,176.49	\$2,081.90	\$30,000.00	\$20,000.00	\$409,067.54
TASK 3: POST CONSTRUCTION & PROJECT CLOSEOUT SERVICES								
Final Inspection & Punch-List Inspections		8	4	8				
Prepare & Recommend Final Payment Request		16	8					
Review & Submit As-Builts		6	6	6				
Prepare Final Reports	2	8	2					
Deliver Project Files	2							
Man Hour Total	2	40	20	16	0			
Total Fees	\$632.33	\$11,035.13	\$2,537.32	\$3,141.18	\$0.00	\$0.00	\$0.00	\$17,345.96
Man Hour Total Tasks 1 - 3	20	536	300	1072	10	0	0	
Total Fees Tasks 1 - 3	\$6,323.26	\$147,870.77	\$38,059.81	\$210,458.84	\$2,081.90	\$30,000.00	\$20,000.00	\$454,794.59
Escalation Estimate (8):								
Percent (%) of hours completed after 3/31/2023	25%	25%	25%	25%	25%	N/A	N/A	
Total Estimated Escalation	\$79.04	\$1,848.38	\$475.75	\$2,630.74	\$26.02			\$5,059.93

Notes and Assumptions:

- NV5 employee hourly rates include project-related overhead, profit, safety equipment, vehicles, laptops, and cell phones.
- Cost proposal is based on 8-hour work shifts according to the Caltrans 5-Day Working Calendar.
- Overtime, weekend, and holiday work is not included. Overtime hours will be paid in accordance with applicable labor law and prevailing wage rates, and are above and beyond the scope and fee of this estimate.
- Adjustments to this estimate may be required if the actual schedule requires more or less construction management services than proposed.
- This cost estimate is based on the construction phase of the project being completed within 180 calendar days. Time extensions (including weather delays) may result in additional CM services & fees.
- This estimate is based on the specific scope of work described for the REEDLEY WASTEWATER TRUNK LINE UPSIZE ALONG OLSON AVE TO WWTP & HEADWORKS IMPROVEMENT project.
- Classifications requiring prevailing wage are subject to the provisions set forth in the latest DIR determination.
- An escalation fee of 5.0% will be applicable for work completed after 03/31/2023.

Other Direct Costs	
Per Diem (\$120 per day) - # of Days TBD	\$5,000.00
Field Supplies	\$1,000.00
Proposal Total	\$465,854.52

ORGANIZATION CHART



LEGEND

- NV5
- RMA Geoscience
- California Construction Surveying (DBE)
- * Key Personnel

PRINCIPAL-IN-CHARGE

- Kevin Reisz, PE*

RESIDENT ENGINEER

- Kramer Walker, PE*

**ASST. RESIDENT ENGINEER/
OFFICE ENGINEER**

- Kolton Walker, EIT

PROJECT TEAM

<p>INSPECTORS</p> <ul style="list-style-type: none"> ● Nick Lough ● Abraham Davis (Alternate) 	<p>MATERIALS TESTING</p> <ul style="list-style-type: none"> ● Gary Blomgren ● John Mendrin ● Zachary Johnston ● Josue Montes, PE, GE ● Jennifer Karr ● Brian McNutt ● Eric Sparrow ● Kevin Wilson
<p>SURVEYING</p> <ul style="list-style-type: none"> ■ Michael Anderson, PLS 	

STAFF AVAILABILITY

		PRECONST	CONSTRUCTION						POST-CONST
MONTH		October	November	December	January	February	March	April	May
STAFF AVAILABILITY									
Kevin Reisz, PE	Principal-in-Charge	10%	50%	50%	50%	50%	50%	50%	50%
Kramer Walker, PE	Resident Engineer	50%	50%	50%	50%	50%	50%	50%	50%
Kolton Walker, EIT	Assistant Resident Engineer/Office Eng	60%	60%	60%	60%	60%	60%	60%	60%
Nick Lough	Lead Inspector	100%	100%	100%	100%	100%	100%	100%	100%
PROPOSED STAFF COMMITMENT TO PERFORM SCOPE OF SERVICES									
Kevin Reisz, PE	Principal-in-Charge	5%	5%	5%	5%	5%	5%	5%	5%
Kramer Walker, PE	Resident Engineer	20%	40%	40%	40%	40%	40%	40%	20%
Kolton Walker, EIT	Assistant Resident Engineer/Office Eng	20%	25%	25%	25%	25%	25%	25%	20%
Nick Lough	Lead Inspector	10%	100%	100%	100%	100%	100%	100%	10%

NOTES AND ASSUMPTIONS:

- Staffing availability and commitment is based on a 180 Calendar Day construction schedule with pre-construction services starting in October 2023.
- Materials Testing Services and Surveying and Construction Staking Services are 100% available under the notification requirements set forth in the contract documents.

KEVIN REISZ, PE | Principal-in-Charge

Kevin Reisz has 33 years of construction management experience, 15 of which he worked for Caltrans District 6. He has served as a contract manager, construction senior engineer, project manager, resident engineer, transportation and construction engineer, office engineer, and construction inspector for multiple complex bridge and highway projects, including design-build and design-bid-build new freeways, widening and retrofit, and all types of rehabilitation. He brings in-depth knowledge of Caltrans' standards and procedures and the FHWA's construction guidelines and requirements; contract law; and labor compliance law.

Widely recognized as an expert in contract administration, he has trained Caltrans District 6 resident engineers in claims avoidance, collaborating, and contract administration. He also taught classes in Caltrans District 6 on the new Standard Specifications for hot-mix asphalt paving, writing contract change orders, quality control/quality assurance, and best practices.

Mr. Reisz brings extensive experience managing multidisciplinary project teams, oversight of construction planning, quality oversight, utility coordination, force account work coordination, reporting, and agency liaison. He is experienced in monitoring and providing daily direction to construction management teams and inspectors; managing sub consultants; maintaining quality control of deliverables; identifying critical review and milestones; developing, organizing, and facilitating scheduled coordination meetings and preparing and distributing meeting minutes; managing conflicts; reviewing CPM schedules and providing expert comments; meeting with functional managers for project CPM activities; overseeing that all safety measures are in place; and managing overall contract budgets and providing reports to the contract manager.

EDUCATION

BS Civil Engineering - California State University, Fresno

EXPERIENCE

33 years

REGISTRATIONS

Registered Professional Engineer,
CA #C59627

PROJECT EXPERIENCE**CARTMILL AVENUE IMPROVEMENTS**

CITY OF TULARE

Resident Engineer for this \$6.5 million project that includes demolition and reconstruction of concrete curb ramps, construction of concrete curb and gutter, demolition and installation of sewer, water and storm drain improvements, grind and removal of existing asphalt concrete pavement, earthwork and grading, prepare subgrade, furnish and place hot mix asphalt concrete pavement, installing pavement markings and signs, and new traffic signal installation. Responsibilities include oversight and management of project staff; management of the project budget and schedule; primary charge of all work on the site; coordination with the contractor; management of RFI's, submittals, and contract change orders; monitoring noncompliance reports; managing field testing and inspection programs; claims analysis, estimating, and management; and reporting at all project stages.

REED AVENUE PHASE II

CITY OF REEDLEY

Resident Engineer for the \$5 million project that includes ADA ramp improvements, underground utility, pavement improvements and street lighting between Manning and South Avenues. Responsibilities include oversight and management of project staff; management of the project budget and schedule; primary charge of all work on the site; coordination with the contractor; management of RFI's, submittals, and contract change orders; monitoring noncompliance reports; managing field testing and inspection programs; claims analysis, estimating, and management; and reporting at all project stages.

SR 63 AND LINCOLN OVAL STREET IMPROVEMENTS

CITY OF VISALIA

Contract manager/resident engineer for the \$2 million construction of curb, gutter and sidewalk improvements to meet new American with Disability Act requirements along State Route 63. Project responsibilities included providing verbal and written direction to contractors, inspectors, surveyors, and materials testers; coordinating with Caltrans and other governmental agencies, municipalities, and utility companies; administration of contract compliance in accordance with applicable state laws, the contract's special provisions, and Caltrans' Standard Specifications and Standard Plans; negotiating the resolution of contract claims and disputes; and performing engineering calculations, developing estimates for changes to the project, preparing contract change orders, and preparing and processing progress pay estimates. Oversaw compliance with all labor laws and reviewed certified payrolls and extra work bills.

KRAMER WALKER, PE | Resident Engineer

Kramer Walker brings 11 years of experience on transportation improvements in the Central Valley working as a Resident Engineer, Assistant Resident Engineer and Office Engineer. He has worked on the construction of major expressway, interchange, bridge, and highway projects. Kramer has a good working knowledge of Caltrans Standard Plans and Specifications. He has been responsible for constructability reviews; cost analysis and estimate preparation; review and approval of submittals; reviews and responses to RFIs; preparation and negotiation of contract change orders; negotiating claims resolutions; processing of monthly progress pay estimates; CPM schedule review and approval; conducting weekly project meetings; coordination with utility companies and other third parties; SWPPP compliance monitoring; and management oversight of quality assurance inspection and contract administration.

EDUCATION

BS Civil Engineering - California State University, Fresno

EXPERIENCE

11 years

REGISTRATIONS

Registered Professional Engineer, CA #C84284

Qualified SWPPP Developer/
Practitioner (QSD/P)

PROJECT EXPERIENCE**REEDLEY ALLEY PAVING PROJECT 2020**

CITY OF REEDLEY

Resident Engineer for the \$850,000 project for the City of Reedley. The project includes the reconstruction and HMA surfacing of nine separate alleyways throughout the City. Improvements also include ADA compliant driveways and concrete valley gutters. Responsible for coordinating with project stakeholders, responding to RFI's, review and approval of submittals, third party coordination, processing monthly progress pay estimates, and drafting and negotiation of contract change orders. Also responsible for management oversight of construction inspection, quality assurance, materials/soil testing, and contract administration.

CAMPUS PARKWAY, SEGMENT 3

MERCED COUNTY

Resident Engineer for the \$45 million third phase of the Campus Parkway corridor. This segment included approximately 2.5 miles of new four-lane expressway including a total of 5 bridges, a signalized intersection, and two roundabouts. The project also included full removal and reconstruction of 2.5-miles of a two-lane County road. Pre-construction, responsibilities included leading utility relocations prior to Contractor bid packages, assisting in environmental permitting issues and workarounds, bid assistance, constructability reviews and value engineering. During construction, responsible for full Resident Engineer duties, including responding to RFI's, preparing cost analyses, review and approval of submittals, third party coordination, processing monthly progress pay estimates, and drafting and negotiation of contract change orders. Also responsible for management oversight of construction inspection, quality assurance, materials/soil testing, and contract administration.

CAMPUS PARKWAY, SEGMENT 2

MERCED COUNTY

Resident Engineer for the \$25 million second phase of the Campus Parkway corridor. This segment included approximately ¾ of a mile of new four-lane expressway including two bridges over State Route 140 and BNSF railroad tracks. The project also included cold-planning, overlaying, and widening a 0.60-mile stretch of State Route 140, adding a center turn lane and a traffic signal at the intersection with the expressway connector. Responsible for full Resident Engineer duties during the project, including responding to RFI's, preparing cost analyses, review and approval of submittals, third party coordination, processing monthly progress pay estimates, and drafting and negotiation of contract change orders. Also responsible for management oversight of construction inspection, quality assurance, materials/soil testing, and contract administration.

KOLTON WALKER, EIT | Assistant Resident Engineer/Construction Inspector

Kolton is an assistant engineer in NV5's construction management group. He is a certified engineer-in-training (EIT). Kolton is experienced in the construction inspection services for roadway projects constructed to Caltrans Standards. He has a good working knowledge of Caltrans Specifications, Plans, and Construction Manual. Kolton is capable of assisting licensed resident engineers with both field and office construction engineering work.

EDUCATION

BS, Civil Engineering – California State University, Fresno

EXPERIENCE

3 years

REGISTRATIONS

Engineer-in-Training, CA

PROJECT EXPERIENCE**REEDLEY ALLEY PAVING PROJECT 2020**

CITY OF REEDLEY

Assistant Resident Engineer and Inspector for the \$850,000 project for the City of Reedley. The project includes the reconstruction and HMA surfacing of nine separate alleyways throughout the City. Improvements also include ADA compliant driveways and concrete valley gutters. Responsible for review and approval of submittals, review and responding to RFIs, drafting contract change orders, tracking and completing quantity sheets, and daily field inspections.

CAMPUS PARKWAY, SEGMENT 3

MERCED COUNTY

Assistant Resident Engineer and field inspector for the \$45 million third phase of the Campus Parkway corridor. This segment included approximately 2.5 miles of new four-lane expressway including a total of 5 bridges, a signalized intersection, and two roundabouts. The project also included full removal and reconstruction of 2.5-miles of a two-lane County road. Responsibilities include submittal reviews, RFI reviews, CCO drafting, quantity sheet development, and roadway construction inspection.

OAKHURST MIDTOWN CONNECTOR

MADERA COUNTY

Assistant Resident Engineer and field inspector for the \$11.7 million improvement project along SR 41. Project involves construction of the Midtown Connector, new bridge over the Fresno River, new intersection between SR 41 and the Midtown Connector, installation of reinforced concrete pipe and realignment of tributaries, and improvements to existing intersections. Responsibilities include part-time inspection of roadway and drainage work, submittal review, writing CCOs, and pay estimates.

NICK LOUGH | Roadway Inspector

Nick Lough has 15 years of experience as a construction inspector and materials tester on roadway and pavement rehabilitation projects designed and constructed to Caltrans standards. He is well versed in the construction practices of Caltrans and has a good working knowledge of the agency's Standard Plans and Specifications, Construction Manual, Best Practices Manual, Materials Sampling and Testing Manual, Traffic Manual, and Survey Manual, and local agency standards and requirements pertaining to highway safety standards. Mr. Lough is thoroughly familiar with the testing protocols and requirements of Caltrans and ASTM. He has provided testing for aggregate base and subgrade compaction, including quality assurance testing for asphalt concrete, asphalt concrete plant inspection, and sampling; and verified that work and materials were in compliance with project specifications.

EDUCATION

A.S., Industrial Tech Drafting
Architecture

EXPERIENCE

NV5: 11 years
Total: 15 years

CERTIFICATIONS

Caltrans Test Methods/105,
125AGG, 125AC, 125PCC, 216,
231, and 375

ACI/Field Technician

Grade 1CPN Nuclear Density
Gauge

PROJECT EXPERIENCE**CROSSWALK IMPROVEMENTS AT VARIOUS UNSIGNALIZED INTERSECTIONS****KERN COUNTY**

Construction inspector for the \$3.3M project consisting of improvements to 79 separate uncontrolled intersections within Kern County. It includes the reconstruction of over 200 ADA curb ramps and associated concrete sidewalks, cross drains, curb and gutter, drive approaches, HMA tie-ins, HMA grind and overlays, thermoplastic pavement markings, and solar streetlights. Responsible for field inspection of Minor Concrete placement (Curb & Gutter, Cross Drain, Curb Ramp, Sidewalk). Track labor & equipment daily for labor compliance. Inspect work performed onsite and verify that it is built per plan and specifications. Verify that new curb ramps are within ADA compliance. Field measure and calculate quantity's for pay estimate.

ON-CALL CONSTRUCTION MANAGEMENT (06A2596)**CALTRANS DISTRICT 6**

Construction inspector for various projects in District 6. Responsible for inspecting roadway construction items to make sure the project is constructed in compliance with the plans and specifications, preparation of monthly quantity sheets, preparation of daily diaries, and scheduling of materials testing services.

ON-CALL A&E CONSTRUCTION INSPECTION AND CONSTRUCTION ENGINEERING SERVICES (06A2270 & 06A1764),**CALTRANS DISTRICT 6**

Construction inspector and materials tester for Highway 99 Realignment (Fresno, CA): The \$111 million project realigns Route 99 from Ashlan to Clinton Avenue to accommodate the High Speed Train (HST) project between the Union Pacific Railroad (UPRR) and SR 99. The scope includes reconstruction of the Clinton Ave interchange, Fresno Yard Overhead structure, Ashlan Ave Overhead structure, closure of three partial interchanges, and realignment of local/frontage Roads. The project also includes building the infrastructure for the HST project within these limits.

SR 99 WIDENING**CALTRANS DISTRICT 6**

Construction inspector and materials tester for the widening of 4 miles of SR 99 from four to six lanes from 0.9 mile west of the Visalia OH Bridge to 0.2 mile north of the Goshen overhead. The project includes the widening of nine bridges; widening of the northbound and southbound off-ramps to SR 198; construction of acceleration lanes; construction of three beam barriers and concrete median barriers; construction of a retention basin; and construction of two, 142-foot-long, 72-inch culverts to collect storm water runoff. Responsible for field inspection/quality assurance, pay quantity preparation for monthly progress pay estimates, monitoring traffic control, and coordination of testing services.

WESTSIDE PARKWAY, PHASE 2**CITY OF BAKERSFIELD**

Field inspector for project that extends from Allen Road to Mohawk Street. The project includes construction of three interchanges, 11 bridges, three pumping plants, approximately 26 retaining walls, and approximately 1 million cubic yards of earthwork. Services included preconstruction constructability review, construction management, construction inspection, quality assurance inspection, materials and soils testing, and contract administration.

ABRAHAM DAVIS | Roadway Inspector

Mr. Davis has 10 years of experience as a construction inspector in the public works sector. He has worked on multiple bridge replacement projects as part of the Federal Government funded program to replace structurally deficient bridges throughout Merced County. Responsible for conducting construction inspection, site management and coordination with the County and Contractor personnel. Assisted engineering staff during all construction phases and operations ensuring work was in compliance with approved plans and specifications per county and state requirements. Prepared daily diaries and project punch lists in addition to assisting in jobsite personnel adhering to all safety guidelines.

PROJECT EXPERIENCE

PLAINSBURG ROAD COMPLETE STREET UPGRADE PROJECT

MERCED COUNTY

Construct concrete curb, gutter, sidewalk, ADA compliant curb ramps, crosswalks, installation of additional pavement striping and markings and modify existing driveway approaches at several locations as shown on the plans and other related improvements along Plainsburg Road.

LOS CERRITOS OVER DRY CREEK BRIDGE REPLACEMENT

MERCED COUNTY

Structure Inspector for the Los Cerritos over Dry Creek Bridge Replacement Project. The \$3.3 million project replaces the existing bridge with a cast-in-place pre-stressed concrete slab bridge. A temporary creek diversion system will be installed to facilitate the construction of the CIDH concrete pile foundations and pier columns within the creek banks. In addition, approximately 800-feet of Los Cerritos Road will be realigned and reconstructed to tie into the new bridge structure. Responsible for documenting contractor's progress, creating quantity sheets, tracking extra work, completing daily diaries, and quality insurance inspection.

SANTA FE & CHILDS AVENUE INTERSECTION IMPROVEMENTS

MERCED COUNTY

Lead Inspector for this \$1.8 million intersection improvements project. Project improvements include the realignment and widening of Childs Avenue and Santa Fe Avenue, as well as the realignment of Market Street. Construction of the new signalized intersection consists of new sidewalk, curb & gutter, concrete medians, ADA compliant curb ramps, storm drain inlets and culverts, signing and striping, and traffic signal electrical work. NV5 will also be responsible for coordinating with BNSF to replace the existing at-grade railroad crossing and associated equipment as part of the intersection improvements project.

CAMPUS PARKWAY, SEGMENT 3

MERCED COUNTY

Construction Inspector for the \$45 million third phase of the Campus Parkway corridor. This segment included approximately 2.5 miles of new four-lane expressway including a total of 5 bridges, a signalized intersection, and two roundabouts. The project also included full removal and reconstruction of 2.5 miles of a two-lane County road. Project responsibilities include inspection of various concrete pour activities associated with construction of ADA compliant bike-path and associated sidewalk; verification of ADA compliance; and preparing daily diaries and quantity calculations. Oversight inspection of the following construction operations: removal of existing AC pavement bike-path, grading activities, machine-pour and hand-pour of concrete bike-path sections.

LA GRANGE ROAD AT DRY CREEK BRIDGE REPLACEMENT

MERCED COUNTY

Lead Construction Inspector for the La Grange Road at Dry Creek Replacement Project in Merced County represents the ongoing efforts by the County and funded by the Federal Government to replace structurally deficient bridges. Provided onsite assistance, coordination and construction inspection for both bridge and roadway construction while assuring conformance with Federal Requirements. Responsible for site management, preparing daily diaries, scheduling work flow, conducting labor compliance reviews and verifying contractor submittals. Also ensured daily safety guidelines were adhered to by all jobsite personnel during ongoing construction activities.

EDUCATION

BS, Civil Engineering, California State University Stanislaus, Degree In Progress

EXPERIENCE

NV5: 2 years
Total: 10 years

ADDITIONAL TRAINING

Completed the Resident Cal Berkeley Tech Transfer – Fundamentals of Inspection Practice

OSHA Construction Industry Training

Caltrans Resident Engineer Academy



CALIFORNIA CONSTRUCTION SURVEYING, INC

Michael J. Anderson, P.L.S. | Vice-President

Years of Experience Performing Similar Work ■

38+ years

Education ■

B.S. / Surveying Engineering/CSU, Fresno/1988

Relevant Licensing/ Registration Information ■

Professional Land Surveyor/California/#7027

SUAS Remote Pilot License Certification #4483185

Profile

Mr. Anderson has been working full time for the past 38+ years in land surveying. Experienced in performing and supervising construction surveying, topographic, mapping and boundary. Has been actively involved in land surveying for the design and construction of pipelines, correctional institutions, schools, shopping centers, airports, hospitals, bridges, dams, wastewater treatment plants, landfills, roads, highways, freeways and interchanges. Experienced in the use of computers, software applications, networking, GPS technology, robotic total station, data collectors, CAD design, DTM earthwork models, grading systems and volume calculations. Have worked with cities, counties, engineers, architects, geologists, contractors and individuals on various projects throughout California.

Project Examples

Professional Land Surveyor ■ CENTENNIAL CORRIDOR MAINLINE (SR 58) ■ Bakersfield, CA

CM Contact Information:

Security Paving Company Inc.
Joseph Ferdino (818) 362-9200

Dates of Work Performed:

June 2019 – March 2023

Percentage of Time on Project:
100%

Relevant Licensing/ Registration:
Professional Land Surveyor #7027

Description of Work or Services Provided and Role on the Project

Professional Land Surveyor – A large Freeway project on Hwy 58 extension at Hwy 99. Perform pre-construction topography surveys & inspect plans for conflicts and/or potential issues. Perform control surveys and set project control monuments. Provide construction staking for all stages of construction. Build surface models and generate quantities for site balancing as needed. Perform quality control surveys of staking

Professional Land Surveyor ■ STOCKDALE HWY & ENOS LANE (SR 43) ROUNDABOUT ■ Bakersfield, CA

Contact Information:

Granite Company Inc.
Barrett Wallace (661) 399-3361

Dates of Work Performed:

February 2019 – October 2020

Percentage of Time on Project:
100%

Relevant Licensing/ Registration:
Professional Land Surveyor #7027

Description of Work or Services Provided and Role on the Project

Professional Land Surveyor – A roundabout construction project at Stockdale Hwy & Enos Lane (Sr 43). Perform pre-construction topography surveys & inspect plans for conflicts and/or potential issues. Perform control surveys and set project control monuments. Provide construction staking for all stages of construction. Build surface models and generate quantities for site balancing as needed. Perform quality control surveys of staking.

Professional Land Surveyor ■ BELLE TERRACE IMPROVEMENT PROJECT ■ Bakersfield, CA

CM Contact Information:

Granite Company Inc.
Barrett Wallace (661) 399-3361

Dates of Work Performed:

November 2018 – April 2021

Percentage of Time on Project:
100%

Relevant Licensing/ Registration:
Professional Land Surveyor #7027

Description of Work or Services Provided and Role on the Project

Professional Land Surveyor – A Freeway ramps and bridges as well as surface streets project at Hwy 58 and Hwy 99 intersection. Perform preconstruction topography surveys & inspect plans for conflicts and/or potential issues. Perform control surveys and set project control monuments. Provide construction staking for all stages of construction. Build surface models and generate quantities for site balancing as needed. Perform quality control surveys of staking.

GARY BLOMGREN

PRINCIPAL-IN-CHARGE

EDUCATION

Post Certification (PC832) California State
Fresno City, College, Pre-Law

PROFESSIONAL ASSOCIATIONS

ASFE - Geoprofessional Business Association
CSHE - California Society for Healthcare
Engineering

PROFILE

Mr. Gary Blomgren manages the engineering and materials testing at the RMA GeoScience office in Fresno, California. Gary has more than 20 years of construction inspection and materials testing experience including more than eight years as a group manager. Gary has provided operational oversight and quality control for materials testing and inspection of earthwork, asphalt concrete, reinforced concrete, masonry, post-installed anchors, structural steel and fireproofing. His experience with construction inspection and testing includes a wide variety of projects such as schools, hospitals, office buildings, wastewater treatment plants, roadway improvements, bridges, and prisons. As the Branch Manager, Gary will be responsible for project oversight and ensuring adequate personnel or laboratory resources are available to the City's project.

RELEVANT EXPERIENCE

SKYWEST APRON AT FRESNO YOSEMITE INTERNATIONAL AIRPORT, FRESNO

Project Manager | Mr. Blomgren provided project management oversight, budget control, and coordination with Airport representatives. He provided and materials testing, laboratory, and inspection staff for this project. Reconstruction of Apron for Skywest involved storm drain realignment, new concrete reinforced apron, special inspections related to concrete, and compaction testing.

EAST RAMP RECONSTRUCTION PROJECT, FRESNO YOSEMITE INTERNATIONAL AIRPORT, FRESNO

Project Manager | Mr. Blomgren provided project management oversight, budget control, and coordination with Airport representatives and materials testing, laboratory and inspection staff for this project. Services provided during construction included sampling testing of subgrade, aggregate base, bituminous concrete pavement, bituminous base course, bituminous surface course, and Portland cement concrete paving.

HANFORD MUNICIPAL AIRPORT - TAXILANE PAVEMENT REHABILITATION, HANFORD

Project Manager | This project consisted of grind and replace of taxiway. His services included P-152-Excavation, P-153 - CLSM, P-209 - Aggregate, P-403 HMA, P-605- Structural Concrete and D-701 Storm Drains. Inspection and Testing was performed during construction and QC test during production of materials used.

BSK ASSOCIATES, INC. / TESTING & INSPECTION DIVISION, GROUP MANAGER, FRESNO

Field Technician / Special Inspector | Mr. Blomgren managed a group of 20 inspectors and technicians that were responsible for special inspection and materials testing for a variety of projects, including hospitals, courthouses, airport runways, taxiways, roadway improvements, solar projects, retail and commercial buildings, and schools.

COUNTY OF TULARE FOR VARIOUS COUNTY BRIDGE PROJECTS, TULARE

Project Manager | Mr. Blomgren provided project management oversight, budget control, and coordination with County representatives and materials testing, laboratory and inspection staff for this project. RMA GeoScience was responsible for the compaction testing, concrete sampling, welding inspections, pile integrity testing, HMA pavement inspection and testing, batch plant inspections, and inspections of driven and CIDH piles for multiple bridge projects.

JOHN MENDRIN

SR. PROJECT MANAGER

EDUCATION

AA, Business Administration, Fresno City College

PROFESSIONAL ASSOCIATIONS

APWA - Central Valley Chapter
ICSC, Associated Professional CalGeo Engineering Association
ISNetwork

PROFILE

Mr. John Mendrin is a Sr. Project Manager at the RMA GeoScience office located in Fresno, California. John has more than 40 years of construction experience. He has provided operational oversight and quality control for materials testing and inspection of earthwork, asphalt concrete, reinforced concrete, masonry, post - installed anchors, structural steel, and fireproofing. His experience with construction inspection and testing includes a wide variety of projects such as multi -story buildings, schools, hospitals, office buildings, hotels, commercial and retail buildings, wastewater treatment plants, roadway improvements, bridges, and prison facilities.

RELEVANT EXPERIENCE

SALEM ENGINEERING GROUP, INC. / GEOTECHNICAL AND TESTING & INSPECTION DIVISION, DIRECTOR OF BUSINESS DEVELOPMENT AND PROJECT MANAGER, FRESNO

Project Manager | Mr. Mendrin was responsible for providing bids, procurement, and related project management for Phase I and II ESA reports, environmental studies, geotechnical investigations, and special inspection and materials testing for a variety of projects. These projects included hospitals, courthouses, airport runway and taxiway, roadway improvements, solar projects, retail and commercial buildings, underground utility improvements, colleges, and schools.

CONSTRUCTION DEVELOPERS, INC. / PROJECT MANAGEMENT, ESTIMATING, DIRECTOR OF BUSINESS DEVELOPMENT, FRESNO

Project Manager | Mr. Mendrin served as Project Manager, Estimator for various projects, and the Director of Business Development for local and national clients. During his tenure, he completed a variety of projects. These projects included police and fire stations, courthouses, retail and commercial buildings, industrial buildings, automotive car dealerships, and various public and private schools.

UNITED HEALTHCARE NETWORK - THREE-STORY ADMINISTRATION AND OFFICE BUILDING, HANFORD

Project Manager | Mr. Mendrin provided project management oversight, scheduling, and budget control. He coordinated with all the UHCN and general contractor representatives as well as RMA materials testing, laboratory, and inspection staff for this project. The project consists of new 38,000-sf three story building holds the administrative offices, doctors offices, exam and treatment rooms, training classrooms, and technical support facilities.

NANASKAR SATSANG SABHA TEMPLE - TWO-STORY BUILDING, FRESNO

Project Manager | Mr. Mendrin provided project management oversight, scheduling, and budget control. He coordinated with the owner and general contractor representatives as well as RMA materials testing, laboratory, and inspection staff for this project. The project consists of new 20,000-sf two story Temple building that is utilized for services, a meeting and wedding hall, and food preparation facilities.

TOWNE PLACE SUITES BY MARRIOTT, MERCED

Project Manager | Mr. Mendrin provided project management oversight, scheduling, and budget control. He coordinated with the general contractor on-site representatives as well as RMA materials testing, laboratory, and inspection staff for this project. The project consists of new 54,000-sf three story building holds the administrative offices, hotel rooms, and conference room facilities.

HYATT PLACE HOTEL AND CONFERENCE CENTER PROJECT, FRESNO

EAST PORTERVILLE EMERGENCY WATER LINE PROJECT, PORTERVILLE

CVS PHARMACY, MERCED

EL PASEO MARKETPLACE - EXPANSION PROJECT, FRESNO

PERFECTION PET FOOD - WAREHOUSE EXPANSION PROJECT, VISALIA

KAWEAH DELTA HEALTH CARE DISTRICT - URGENT CARE CENTER PROJECT, VISALIA

PARK CROSSINGS RETAIL CENTER - VARIOUS SITE AND BUILDING PROJECTS, FRESNO

ZACHARY JOHNSTON

PROJECT MANAGER

EDUCATION

BA, Criminal Justice, Psychology w/
International Business Minor
New England College

PROFILE

Mr. Zachary Johnston has over 29 years of professional experience. Delivering innovative and memorable solutions that exceed the expectations of both employers and clients, Zachary excels at managing multiple projects simultaneously. He has acquired an innate understanding of his field, the problems that companies experience, and how to overcome them. With a track record of verifiable business development and project management accomplishments, he successfully collaborates with clients to identify and meet needs and customize solutions that win contracts by delivering value. His efforts facilitate a creative and integrative process that unites diverse needs and ideas for clients.

RELEVANT EXPERIENCE

CITY OF REDDLEY 2020 ALLEY PAVING PROJECT, REEDLEY

Project Manager | Mr. Johnston is working directly with NV5, Inc. Fresno, CA Principal Engineer, and Staff Engineers on this project. Attended the pre-con meeting with the City of Engineers facilitating a smooth project between reporting directly NV5, Inc. We have inspected the compaction and curves and asphalt mix. I also review the Daily Reports and setup em distributions lists at the start of projects and approve invoices.

CITY OF BIOLA - (18-325) GROUNDWATER RECHARG PROJECT, BIOLA

Ast. Project Manager | Mr. Johnston worked side by side with the Senior Project Manager ensuring the call for services on th project was met promptly. Covered the routine phone calls from our client or emails. Assisted Sr. Project Manager in estimati costs and preparing marketing packet submittal to accompany our materials testing and inspection proposal.

CITY OF SANGER - (20-209) O STREET RECONSTRUCTION PROJECT, SANGER

Ast. Project Manager | Mr. Johnston worked side by side with the Senior Project Manager ensuring the call for services on th project was met promptly. Covered the routine phone calls from our client or emails. Assisted Sr. Project Manager in estimati costs and preparing marketing packet submittal to accompany our materials testing and inspection proposal.

CITY OF SANGER - (20-208) NORTH AVE. RECONSTRUCTION PROJECT, SANGER

Ast. Project Manager | Mr. Johnston worked side by side with the Senior Project Manager ensuring the call for services on th project was met promptly. Covered the routine phone calls from our client or emails. Assisted Sr. Project Manager in estimati costs and preparing marketing packet submittal to accompany our materials testing and inspection proposal.

CITY OF KINGSBURG – BETHEL AVE AND SIERRA ST. ROUNDABOUT PROJECT, KINGSBURG

Ast. Project Manager | Mr. Johnston worked side by side with the Senior Project Manager ensuring the call for services on th project was met promptly. Covered the routine phone calls from our client or emails. Assisted Sr. Project Manager in estimati costs and preparing marketing packet submittal to accompany our materials testing and inspection proposal.

JOSUE MONTES, PE, GE

PRINCIPAL GEOTECHNICAL ENGINEER

EDUCATION

BS, Civil Engineering, University of Santo Tomas, Philippines

LICENSES / REGISTRATIONS

CA, Civil Engineer, No. C52610
CA, Geotechnical Engineer, No. G2904

PROFILE

Mr. Josue "JoJo" Montes, PE has more than 29 years of extensive geotechnical assessment, engineering, construction inspections, and materials testing experience in California with successful leadership roles. His duties include proposal preparation, project management, engineering, and completion of various projects from pre-design to detailed design, materials testing, and construction monitoring. He is experienced in business development, staff mentoring and training, preparation of geotechnical reports, plan details, and geotechnical related specifications. Josue is also experienced in managing and performing challenging geotechnical ground investigations, earthwork design and structure foundations, site-specific evaluation of seismic ground motions, and liquefaction and landslide hazard assessments.

RELEVANT EXPERIENCE

FRESNO-YOSEMITE INTERNATIONAL AIRPORT - RUNWAY 11L-29R / TAXIWAY B, FRESNO

Geotechnical Engineer of Record | Mr. Montes provided Geotechnical Engineering services for the FYIA Runway 11L-29R, Taxiway B Project. This project consisted of preparing a scope of work for a geotechnical investigation for pavement reconstruction of existing runway and taxiway pavement sections. Work included coordinating with airport personnel, coring of pavement and sampling of asphalt concrete and subgrade soils. Preparation of a laboratory testing program and preparation of a report with results of the testing, and recommendations for subgrade preparation and thickness of pavement design. He reviewed the geotechnical report prior to finalizing and delivery.

COMMUNICATION TOWER AT FRESNO-YOSEMITE INTERNATIONAL AIRPORT, FRESNO

Geotechnical Engineer of Record | Mr. Montes served as a Geotechnical Engineer of Record for the Communication Tower at Fresno-Yosemite International Airport Project. This project consisted of preparing a scope of work for a geotechnical investigation for a communication dish tower. Work included coordinating with airport personnel, clearing of underground utilities in the investigation area, preparation of a laboratory testing program and preparation of a report with recommendations for foundation design. Foundation design required resistance to uplift and use of a heavy mat with backfill overburden was included in design. Josue provided oversight of the proposal preparation, laboratory testing, engineering of foundation, and preparation of the geotechnical report.

VISALIA AIRPORT, VISALIA

QC Engineer | Mr. Montes is serving as Geotechnical Engineer of Record for the Visalia Airport Project. This project consisted of removal of existing runway pavement section material, recycling of removed materials, and use as base material for the pavement design, preparation and compaction. We also provided testing of the subgrade soils, sampling of asphalt concrete mix and testing, with laboratory and field testing performed in accordance to FAA (Federal Aviation Administration). Laboratory testing was performed same day of asphalt mix placement and reported as soon as tests were completed. Most of the laboratory tests were on a quick turnaround, same day when test methods allow. RMA Group provided oversight of field testing, materials laboratory testing of pavement materials, monitoring during paving, sampling, as well as review / preparation of field daily reports and laboratory testing of materials sampled during paving.

JENNIFER KARR

LABORATORY MANAGER

EDUCATION

BS, Geology, California State University,
Fresno (*In Progress*)

LICENSES / REGISTRATIONS

ACI Concrete Strength Testing Technician
ACI Aggregate Testing Technician - Level I
ACI Concrete Laboratory Testing Technician
- Level I
APNGA Portable Nuclear Gauge
APNGA Radiation Safety Officer

PROFILE

Ms. Jennifer Karr brings two years of industry experience in geotechnical investigation, construction materials and geotechnical laboratory testing. She is currently pursuing a path to obtain a license as a Professional Engineering Geologist. Jennifer's daily duties include managing daily laboratory operations, maintaining laboratory accreditations, staff mentoring and training, reporting and reviewing all laboratory testing.

RELEVANT EXPERIENCE

NEW F-35V SIMULATOR EXPANSION, LEMOORE

Laboratory Manager | Ms. Karr served as the Laboratory Manager for the new F-35V Simulator Expansion Project at Lemoore Naval Air Station. This project consisted of inspecting the installation of approximately 540 soilcrete columns which were used to stabilize expansive soils below the new simulator. RMA GeoScience provided a collaboration of field and laboratory services to document and observe on-site earthwork in addition to testing of soils, reinforced concrete, and masonry. Ms. Karr's duties included observation of placement of cement slurry for soil stabilization as well as overseeing and reporting laboratory testing of soils, concrete, and masonry materials

FRESNO-YOSEMITE AIR NATIONAL GUARD | REPLACE JET FUEL COMPLEX, FRESNO

Laboratory Manager | Ms. Karr currently serves as the Laboratory Manager for the Replace Jet Fuel Complex Project at Fresno-Yosemite Air National Guard (ANG). The project consists of the demolition of an existing fuel system that consists of six underground storage tanks, tank piping, and over 64,000 square feet of paving. The project constructs a new JP-8 jet fuel storage facility that includes two 2,500-barrel storage tanks, two tank off-loading stations, two truck fillstands, a pumphouse, utility and pavement extensions, and incidental related work. Ms. Karr's duties included reviewing laboratory testing of aggregate soils, reinforced concrete, and masonry materials used during construction.

FRANCINE AND MURRAY FARBER EDUCATIONAL COMPLEX, FRESNO

Laboratory Manager | Ms. Karr served as the Laboratory Manager on the Francine and Murray Farber Educational Complex Project. Building 1000, the Academic/Administration Building, consisted of construction of new 2-Story metal stud framed Academic Building consisting of Administration and Classroom Spaces. Building 2000, the Student Union Building, consisted of construction of new single story metal stud framed Student Center Building consisting of kitchen, kitchen support spaces, dining, and CTE classroom space, and outdoor service yard. Associated site work to serve new buildings including new visitor/staff parking, new student/staff parking, hardscape, turf, and soccer field. RMA GeoScience provided the materials testing and special inspections for this new facility. Testing services provided include concrete, earthwork, masonry, high strength bolting, post installed anchors, and structural steel. Ms. Karr's duties included maintaining laboratory resources, equipment calibration, and test sample recording and documentation during laboratory testing of all materials being tested.

BRIAN MCNUTT

FIELD TECHNICIAN

LICENSES / REGISTRATIONS

ACI Field Testing Technician - Grade I
APNGA Portable Nuclear Gauge Certification
Caltrans: 504, 518,539, 540, 543, 556, 557

PROFILE

Mr. Brian McNutt has more than 17 years of engineering experience primarily involving geotechnical construction and materials testing in both the private and public sectors. His experience includes providing earthwork testing and observations for a wide variety of projects such as bridges, roadway / freeway improvements, schools , hospitals, office buildings, residential subdivisions, prisons, and pipelines.

RELEVANT EXPERIENCE

NAVAL AIR STATION | F-35V SIMULATOR EXPANSION, FRESNO

Field Technician | Mr. McNutt served as Field Technician for the new F-35V Simulator Expansion Project at the Naval Air Station. The project consists of inspecting the installation of approximately 540 soilcrete columns which were used to stabilize expansive soils below the new simulator. RMA GeoScience is currently providing special inspection and testing services.

UNIVERSITY HOUSE LANAI PROJECT, CALIFORNIA STATE UNIVERSITY, FRESNO, FRESNO

Field Technician | Mr. McNutt performed special inspection services for the University House Lanai Project. Brian performed concrete sampling and compaction testing during construction.

CIP 15-05 FOWLER AVE RECONSTRUCTION, CLOVIS

Field Technician | Mr. McNutt performed special inspection services for the CIP 15-05 Fowler Avenue Reconstruction Project. His responsibilities included concrete sampling and compaction testing of subgrade and AC during construction.

ANNADALE AVE IMPROVEMENTS, SANGER

Field Technician | Mr. McNutt served as a Field Technician for the Annadale Avenue Improvements Project. His duties included concrete sampling and compaction testing of subgrade and AC during construction.

CALIFORNIA AVE RECONSTRUCTION, KERMAN

Field Technician | Mr. McNutt served as a Field Technician for the California Avenue Improvements Project. Brian performed concrete sampling and compaction testing of subgrade and AC during construction.

DRY CREEK BRIDGE, TULARE COUNTY

Field Technician | Mr. McNutt served as a Field Technician for the Dry Creek Bridge project. Brian performed concrete sampling and compaction testing during construction.

KAWEAH DELTA URGENT CARE CENTER, VISALIA

Field Technician | Mr. McNutt served as a Field Technician for the Kaweah Delta urgent Care Center Project. Brian's duties included torque testing of post-installed anchors.

ERIC SPARROW

FIELD TECHNICIAN

EDUCATION

CERTIFICATIONS

ACI Concrete Field Testing
Technician - Grade 1

APNGA Nuclear Gauge
Certification Caltrans Proficiencies:
231, 375, 504, 518, 533, 539, 540,
556, 557

PROFILE

Mr. Eric Sparrow has more than eight years of field experience and provides project support and geotechnical soils testing for construction projects throughout the San Joaquin Valley. Eric has worked on several types of projects including hospitals, manufacturing plants, schools, and infrastructure projects. He has been working on Fresno-area projects the entirety of his career and has applicable knowledge of local conditions, City and County requirements, and state and federal transportation standards.

RELEVANT EXPERIENCE

ROAD 224 OVER DEER CREEK, BRIDGE REPLACEMENT PROJECT, TULARE COUNTY

Senior Technician | Mr. Sparrow will be responsible for the testing and inspection of this project that will construct a new bridge structure spanning a creek with existing flood issues. The new structure will be a ten-span, reinforced concrete flat slab bridge supported on concrete pile foundations. RMA is responsible for the compaction testing, concrete sampling, welding inspection, pile integrity testing, HMA pavement inspection and testing, batch plant inspections, and inspections of driven and CIDH piles on this project.

HIGHWAY 198 OVERCROSSING AT SANTA FE STREET, VISALIA

Field Technician | Mr. Sparrow was responsible for the observation, sampling, and testing of construction materials for this project. This project created a north-south cross-town traffic arterial through the City's downtown core by converting an abandoned railroad bridge into an aesthetically pleasing vehicular bridge. The need for the new bridge structure and use arose out of accelerated growth in the oldest part of the City, to create additional access to the City's downtown area and to provide greater traffic flow and circulation, thereby aiding and adjacent bridge and neighborhood alleviate traffic congestion that passes an elementary school.

TEMPERANCE AVENUE FRONTAGE ROAD, CLOVIS

Field Technician | Mr. Sparrow was responsible for the observation, sampling, and testing of construction materials for this project. The project, part of the larger planned Temperance Avenue Expressway to be completed by 2030, constructed a new frontage road to complement the improvements being made to this project.

KEVIN WILSON

FIELD TECHNICIAN

LICENSES / REGISTRATIONS

APNGA Portable Nuclear Gauge Certification
ACI Concrete Field Testing Technician - Grade I
CALTRANS: 125 AGG, 125 BIT, 125 GEN, 125
HMA, 231, 375, 504, 518, 523.1, 539, 540,
543, 556, 557

PROFILE

Mr. Wilson has more than 18 years of engineering experience primarily involving geotechnical construction inspection and materials testing in both the private and public sectors. His experience includes providing foundation and earthwork testing and observations for a wide variety of projects such as: bridges; roadway/freeway improvements; schools; hospitals; office buildings; residential subdivisions; prisons; and pipelines.

RELEVANT EXPERIENCE

FRESNO-YOSEMITE AIR NATIONAL GUARD | REPLACE JET FUEL COMPLEX, FRESNO

Field Technician | Mr. Wilson currently serves as a Field Technician for the Replace Jet Fuel Complex Project at Fresno-Yosemite Air National Guard (ANG). The project consists of the demolition of an existing fuel system that consists of six underground storage tanks, tank piping, and over 64,000 square feet of paving. The project constructs a new JP-8 jet fuel storage facility that includes two 2,500-barrel storage tanks, two tank off-loading stations, two truck fillstands, a pumphouse, utility and pavement extensions, and incidental related work.

NAVAL AIR STATION | F-35V SIMULATOR EXPANSION, FRESNO

Field Technician | Mr. Wilson serves as a Field Technician for the new F-35V Simulator Expansion Project at the Naval Air Station. The project consists of inspecting the installation of approximately 540 soilcrete columns which were used to stabilize expansive soils below the new simulator. RMA GeoScience is currently providing special inspection and testing services.

CIP 15-05 FOWLER AVE RECONSTRUCTION, CLOVIS

Field Technician | Mr. Wilson served as a Field Technician for the Kaweah Delta urgent Care Center project. Kevin performed concrete sampling and compaction testing of subgrade and AC during construction.

KAWEAH DELTA DISTRICT HOSPITAL URGENT CARE, VISALIA

Field Technician | Mr. Wilson served as a Field Technician for the Kaweah Delta urgent Care Center project. Kevin performed torque testing of post-installed anchors.

K-STREET RECONSTRUCTION AND 2016 CAPE SEAL PROJECTS, SANGER

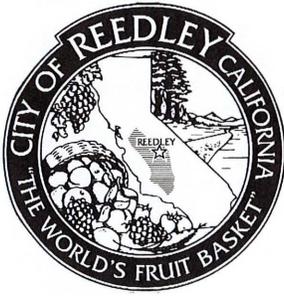
Field Technician | Mr. Wilson served as a Field Technician for the K Street Reconstruction and 2017 Cape Seal project. Kevin performed observations related to cape seal application and sample/testing of materials used.

ANNADALE AVE IMPROVEMENTS, SANGER

Field Technician | Mr. Wilson served as a Field Technician for the Annadale Avenue Improvements project. Kevin performed concrete sampling and compaction testing of subgrade and AC during construction.

UNIVERSITY HOUSE LANAI PROJECT, CALIFORNIA STATE UNIVERSITY, FRESNO, FRESNO

Field Technician | Mr. Wilson served as a Field Technician for the University House Lanai project. Kevin performed concrete sampling and compaction testing during construction.



REEDLEY CITY COUNCIL

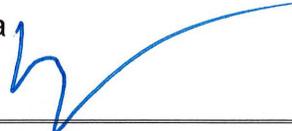
- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 10

DATE: October 10, 2023

TITLE: ADOPT ORDINANCE NO. 2023-009, GRANTING AN EXTENSION AND RENEWAL OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY TEMPORARILY PLACING A MORATORIUM ON THE ESTABLISHMENT OF ANY NEW WAREHOUSING AND OR LABORATORIES WITH BIOSAFETY LEVELS (BSL) 2 THROUGH 4.

SUBMITTED: Rodney L. Horton 
Community Development Director

APPROVED: Nicole R. Zieba 
City Manager

RECOMMENDATION

That the City Council adopt Urgency Ordinance No. 2023-009, granting an extension and renewal of an urgency ordinance temporarily placing a temporary moratorium on the establishment of any new uses concerning warehousing and/or laboratories with Biosafety Levels 2 through 4, exempting CLIA (Clinical Laboratory Improvement Amendments) regulated businesses.

BACKGROUND

In response to a recent incident in which laboratory mice, biological agents, chemicals, and medical equipment were discovered by the City's Code Enforcement Officer, the City Council approved an urgency ordinance which placed a temporary moratorium on the establishment of any new uses concerning warehousing and or laboratories with Biosafety Levels 2 through 4. Businesses regulated under the Clinical Laboratory Improvement Amendments of 1988 were exempted from the regulations prescribed in the urgency ordinance. While this business was clearly illicit and operating outside the bounds of current municipal, State, and federal laws, it has highlighted a need for the City to look into zoning regulations for legally operating businesses that may house infectious substances. Staff is preparing to research land use restrictions and licensure requirements as it pertains to the storage, production, warehousing, and manufacture of products and materials that include Biosafety Levels (as defined in Section 2-C of the Urgency Ordinance).

The adopted City of Reedley 2030 General Plan, Section 2.9 Community Health, requires that

the City protect the public health, safety, and welfare of its citizens through the implementation of land use plans, policies, and programs to meet the needs of its community. Local land use decisions play an important role in promoting good health for its citizens and shaping the pattern of community development. The City is also responsible for discouraging land use decisions that lead to poor community health outcomes. Currently, the City of Reedley does not have regulations specific to biological storage and or research activities that include Biosafety Levels. Additionally, the City does not have any restrictions in the Zoning Code governing the location of such uses in relation to sensitive uses, such as residential neighborhoods, schools, parks, essential government offices, structures, and facilities, businesses, and health care facilities.

The zoning code update kicked off on January 25, 2022, when the City Council held a public workshop to begin the process of a comprehensive update to the code. Since that time, staff has undertaken efforts with the consultant to draft the proposed code regulations that address numerous items such as compliance with various newly enacted state housing laws, updated regulations pertaining to daycare centers, adherence with the federal Religious Land Use And Institutionalized Persons Act, and providing for the regulation of smoke shops.

In Urgency Ordinance No. 2023-008, City Council directed staff not to issue any new business licenses, accept any new site plan review applications, conditional use permit applications, and or administrative review applications for uses that involve the warehousing and/or research activities of laboratories with Biosafety Levels (BSL) 2 through 4. Additionally, the urgency ordinance prohibits the relocation of such an existing fully permitted and licensed use to a site that is within 1-mile of a sensitive use as described above. It is important to note that BSL 1 substances are substances known to not be hazardous to human health, and therefore, will not be impacted by this urgency ordinance.

Government Code section 65858 allows a city that is in the process of updating its zoning code to pass an urgency measure to protect the public safety, health, and welfare while the zoning code update is being contemplated. As an Urgency Ordinance under the provisions of California Government Code section 65858, these temporary regulations would take effect immediately. Urgency Ordinances are valid for forty-five (45) days from their adoption. The City may renew the Urgency Ordinance twice, both times by a four-fifths supermajority of the City Council, for a total of two years. The first renewal may be for up to ten (10) months and fifteen (15) days, the remainder of one year after the first forty-five (45)-day period has passed. The second renewal may be for up to one year. This timeline will give the Council ample time to ensure that any potential land use regulations regarding warehousing and or laboratories with Biosafety Levels 2 through 4 are considered in the new zoning code.

Prior to City Council considering adoption of the first renewal of the Urgency Ordinance, a public hearing is required. The public hearing has been duly noticed within the September 28th publication of the Mid Valley Times newspaper.

ENVIRONMENTAL FINDINGS

Staff has conducted a review and has determined that this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) under the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because the proposed action is for Council to approve an urgency ordinance moratorium on the establishment of any new warehousing and or laboratories with Biosafety Levels, it can be seen with certainty that

there is no possibility that the urgency ordinance may have a significant effect on the environment. Therefore, this action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

FISCAL IMPACT

There are no direct or indirect negative impact to the City's General Fund associated with the City Council adopting Urgency Ordinance No. 2023-009.

ATTACHMENTS

1. Urgency Ordinance No. 2023-009

ORDINANCE NO. 2023-009

GRANTING AN EXTENSION AND RENEWAL OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY, CALIFORNIA, TEMPORARILY PLACING A MORATORIUM ON THE ESTABLISHMENT OF ANY NEW USES CONCERNING WAREHOUSING AND/OR LABORATORIES WITH BIOSAFETY LEVELS (BSL) 2 THROUGH 4 WITHIN THE CITY OF REEDLEY

THE CITY COUNCIL OF THE CITY OF REEDLEY DOES ORDAIN AS FOLLOWS:

SECTION 1. Consistent with its control over municipal affairs and authority to take urgency measures prohibiting a use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal, and through the powers vested in the City of Reedley pursuant to California Constitution Article XI, Section 7 and Government Code section 65858, the City of Reedley is authorized to secure and promote the public health, safety, and welfare of its citizenry. The City Council of the City of Reedley hereby makes the following findings:

- A. The Adopted City of Reedley 2030 General Plan, Section 2.9 Community Health, requires that the City protect the public health, safety, and welfare of its citizens, and specifically sets goals and policies relating to utilizing its land use decisions to promote community health and discourage land uses that lead to poor community health outcomes.
- B. The City of Reedley Zoning Ordinance considers certain land uses, as defined in Section 2 C, to be Sensitive Uses, and restricts some types of activities within specified distance of Sensitive Uses.
- C. Due to a recent unprecedented incident that occurred within the City of Reedley, the City Council desires to refine the zoning ordinance's regulations on laboratories, warehousing, and storage of medical chemicals, biological agents, medical devices, medical waste, and/or laboratory animal testing facilities to provide further protection and safeguards to the residents of Reedley, especially its most vulnerable community members.
- D. Laboratories providing for medical testing and diagnostics are currently allowed under the City of Reedley Zoning Ordinance within the PO (Professional Office) zone district, C-AO (Administrative and Office) zone district, CC (Central and Community Commercial) zone district, and ML (Light Industrial) zone district. There is currently no restriction governing the location of such uses in relation to Sensitive Uses as defined in Section 2-C. of this Ordinance.
- E. The City of Reedley City Council, on January 25th, 2022, at a regularly scheduled Council meeting, held a "kick off" workshop to begin the process of a comprehensive Zoning Ordinance update. The City Council now finds and declares that allowing additional laboratories, warehousing, and storage of medical chemicals, biological agents, medical devices, medical waste, and/or laboratory animal testing facilities to open within the City of Reedley, whether near a Sensitive Use or not, may potentially be in conflict with regulations and land use updates that may be adopted in a new Zoning Ordinance.

- F. Further the City Council finds and declares that approving City business licenses to allow additional laboratories, warehousing, and storage of medical chemicals, biological agents, medical devices, medical waste, and/or laboratory animal testing facilities would be in conflict with the stated goals of the City of Reedley General Plan and Zoning Ordinance to preserve and promote the public's welfare of the city by creating conditions that reduce or eliminate the potential threats to the public's health and safety, particularly the most vulnerable members of the community such as children and youth.
- G. This Urgency Ordinance is necessary to promote the immediate preservation of the health, safety, and welfare of the public against the potential detrimental health impacts of additional laboratories, warehousing, and storage of medical chemicals, biological agents, medical devices, medical waste, and/or laboratory animal testing facilities, in order to allow the City an opportunity to study this issue and develop and adopt additional appropriate regulations for the location of such uses.
- H. The City Council finds and declares that the zoning regulations on laboratories, warehousing, and storage of medical chemicals, biological agents, medical devices, medical waste, and/or laboratory animal testing facilities shall be adopted on an interim and immediate basis to protect the public health, safety, and welfare of the community while permanent regulations are analyzed and reviewed in additional detail.
- I. In accordance with Government Code section 65858, Urgency Ordinances are valid for forty-five (45) days from their adoption. The City Council may renew the Urgency Ordinance twice, by a four-fifths supermajority vote of the City Council. The first renewal expires after ten (10) months and fifteen (15) days, the remainder of one year after the first 45-day period. The second renewal may be in place for up to one year.

SECTION 2. For purposes of this Ordinance, the following definitions shall apply:

- A. "Biological Agent" shall be defined as "a microorganism or infectious substance, or any naturally occurring, bioengineered or synthesized component of any such microorganism or infectious substance up to and including Risk Groups 1 – 4 classifications as defined by the National Institute of Health (NIH) or the United States Center for Disease Control (CDC)."
- B. "Biosafety Level" (BSL) shall be defined as "the four ascending levels of containment precautions, referred to as Biosafety Levels 1 through 4, required to isolate dangerous biological agents in an enclosed laboratory facility as set forth in the most current edition of Biosafety in Microbiological and Biomedical Laboratories (BMBL) published by the U.S. Department of Health and Human Services Centers for Disease Control and Prevention (CDC) and National Institutes of Health (NIH), based on the primary risk criteria of infectivity, severity of disease, transmissibility, and the nature of the work being conducted. Each level of containment describes the microbiological practices, safety equipment, and facility safeguards for the corresponding level of risk associated with handling an agent."
- C. "Sensitive Uses" shall be defined as "religious institution, post-secondary educational institution, public education facility, school, regularly established boys' club or girls' club or any public building regularly frequented by children, essential government operation,

facility, and/or structure, public park, community center, senior center, public trail or public building; or a residential zone district.”

SECTION 3. While this interim ordinance is in effect, the following regulatory standards shall apply as additional limitations under the Reedley Zoning Ordinance on the permissible location of “existing laboratories, warehousing, and storage of medical chemicals, biological agents, medical devices, medical waste, and/or laboratory animal testing facilities.” Businesses that are already operating with a valid City of Reedley Business License and/or approved entitlement application that has been issued or approved prior to the date of this interim ordinance may continue to operate outside these regulatory limitations as they would constitute legal non-conforming use.

- A. There shall be no City of Reedley Business License, Site Plan Review Approval, Conditional Use Permit, and/or Administrative Review Approval issued for any new laboratories, warehousing, and/or storage of medical chemicals, biological agents, medical devices, medical waste, and/or laboratory animal testing facilities with any agents on Biosafety Levels 2 through 4 in the City of Reedley.
- B. Licensed labs, hospitals, and/or medical clinics regulated under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) shall be exempt from this ordinance.
- C. Existing laboratories, warehousing, and/or storage of medical chemicals, biological agents, medical devices, medical waste, and/or laboratory animal testing facilities with Biosafety Levels 2 through 4 shall not be permitted to relocate to a site that would be located within one-square mile of a Sensitive Use as defined in Section 2-C of this Ordinance.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Reedley hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

SECTION 5. This Ordinance shall take effect immediately as an interim ordinance under the provisions of California Government Code section 65858. It shall be of no further force and effect forty-five (45) days from its adoption unless it is extended pursuant to Government Code section 65858(a).

SECTION 6. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted as required by law.

//

I hereby certify that the foregoing Urgency Ordinance No. 2023-009 was introduced and adopted at a regular meeting of the City Council of the City of Reedley held on October 10, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Anita Betancourt, Mayor

ATTEST:

Ruthie Greenwood, City Clerk

MINUTES

REEDLEY AIRPORT COMMISSION MEETING

Thursday, June 15, 2023 at 4:00 p.m.

1. CALL TO ORDER

A meeting of the Reedley Airport Commission was held at the Reedley Community Center, 100 N. East Avenue, Reedley, California and called to order by Carl Smith at 4:00 p.m.

2. ROLL CALL AND INTRODUCTION OF GUESTS

- A. Commissioners Present: Carl Smith, Chairperson; Joseph Oldham; Anthony Jewell
- B. Commissioners Absent: Butch Agrifoglio; Vice Chairperson; Matt Cochran
- C. Staff Present: Sarah Reid, Airport Manager; Kayla Cheney, Administrative Assistant
- D. Others Present: Jaime Luque, Joseph Woosley, Michael Tomazin, Wayne Walter

3. APPROVAL OF MINUTES

- A. Motion by Commissioner Jewell, seconded by Commissioner Oldham to approve the April 20, 2023 Airport Commission minutes. Motion carried.

4. PUBLIC DISCUSSION - None

5. NEW BUSINESS

- A. **Reedley College License Agreement**—Reid stated the tiedown spaces Reedley College will use will be closest to their hangar and the building Reedley College will be operating. The lease agreement entails all the areas the college will use, which will include; pilot briefing room, student parking area, prefabricated restroom, hangar and tiedown (7) including the jet. Within the agreement Reedley College and the City of Reedley will be jointly paying for the restroom since it benefits both parties. Commissioner Jewell asked if power will be accessible for the pilot briefing room, Reid confirmed, yes there will be power. Commissioner Smith asked if the pilot briefing room can be lined up with the first row of hangars. Reid shared she will confirm with David Carter and make this adjustment. Commissioner Oldham asked where students will park. Reid shared the college will coordinate with maintenance to discuss the best material to put down which will pack the ground, and create a nice surface. Reid shared her excitement for the traffic out at the airport now that Reedley College will be transitioning out to the airport. Reid stated at the last Caltrans inspection, the inspector pointed out towards the east side of Great Western there are tall eucalyptus trees that the City will need to have trimmed. Reid will work with code enforcement and the property owner. After further discussion there was motion by Commissioners Jewell, seconded by Commissioner Smith to move forward with the Reedley College License Agreement.

6. UNFINISHED BUSINESS

- A. **2023 Annual Airport BBQ**- Reid shared there are letters for Commissioners to hand out. Reedley College has been contacted; they plan to have the simulator and jet on display. Reid states static displays on the apron would be good. Reid stated she will reach out to Fire, PD and ambulance. Joseph Woosley stated he has a contact with CHP. Reid stated in the past plane ride have started at 9:00am, but individuals begin to show up sooner. Commissioners were in agreeance to begin the BBQ at 8:30am and end at 1:00pm. Oldham stated there are four airplanes that can be brought over for rides. Commissioner Oldham mentioned he has a connection with the Army national guard, Oldham will reach out to see if this individual can provide something to display. Reid stated a guest speaker is still needed. Staff will follow up with Commissioner Agrifoglio and Cochran since they were working on this.

MINUTES

REEDLEY AIRPORT COMMISSION MEETING

Thursday, June 15, 2023 at 4:00 p.m.

Commissioner Jewell shared NJROTC will not be available to volunteer on this date. However, there will be a color guard available on this date. Joseph Oldham stated he will attend and have individuals out to help marshal the aircrafts. Joseph Oldham stated he too will have some students to volunteer. Jaime Luque stated the commander for Civil Air Patrol lives in Reedley who would be a great person to reach out to. Reid stated she will reach out to Erik LaCour from RC to see if the club can have somethings on display.

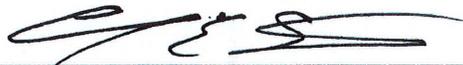
7. AIRPORT MANAGER REPORT

The FAA sent out a notice that the ACIP needs to be sent over for the next round of projects, C&S will be working on this. FAA stated they will not be holding meeting this year, they will reach out to the general aviation airports they want to meet with. The ACA conference accommodations have come out, Reid is scheduled to attend. BMX went through council, once signatures are complete 100 more feet will be allowed for BMX to use.

- A. Capital Improvements – Reedley College License Agreement
- B. Weed Control – None
- C. Landscaping/Parking – None
- D. Public Relations/Airport Promotion – None
- E. BMX Track – Agreement was approved
- F. Hangar Vacancies – None
- G. Electric Planes/Charging Station – None

8. ADJOURNMENT

As there was no further business to discuss, it was moved by Commissioner Jewell, seconded by Commissioner Oldham to adjourn at 5:00 p.m.



Carl Smith, Chairperson



Sarah Reid, Airport Manager



Kayla Cheney, Administrative Assistant

MINUTES

REEDLEY AIRPORT COMMISSION MEETING

Thursday, August 17, 2023 at 4:00 p.m.

1. CALL TO ORDER
A meeting of the Reedley Airport Commission was held at the Reedley Community Center, 100 N. East Avenue, Reedley, California and called to order by Carl Smith at 4:00 p.m.
2. ROLL CALL AND INTRODUCTION OF GUESTS
 - A. Commissioners Present: Carl Smith, Chairperson; Matt Cochran (arrived at 4:03pm)
 - B. Commissioners Absent: Butch Agrifoglio; Vice Chairperson; Joseph Oldham; Anthony Jewell
 - C. Staff Present: Sarah Reid, Airport Manager; Kayla Cheney, Administrative Assistant
 - D. Others Present: Joseph Woosley, David Clark, Michael Tomazin
3. APPROVAL OF MINUTES
 - A. There was not a quorum to approve the minutes from June 15, 2023
4. PUBLIC DISCUSSION - None
5. NEW BUSINESS
 - A. **Airport Capital Improvement Plan (ACIP)**- Reid shared annually the project list for the next five years needs to be submitted to the FAA, Reid plans to have the fuel farm design grant and the ACIP presented together at an upcoming City Council meeting. There is no project for 2023, there is no entitlement project for this year. The Bipartisan Infrastructure Law Funding will be used for the fuel funding design. Commissioner Smith and Commissioner Cochran move to recommend the ACIP.
6. UNFINISHED BUSINESS
 - A. **2023 Annual Airport BBQ**- Joseph Woosley stated Reedley College Aviation hopes to have the Jet and a plane on display, Woosley will see if the simulator will be available. Reid shared the Civil Air Patrol (CAP) was contacted, they will help with serving food helping individuals in and out of the plane rides, as well as presenting the colors and the flag salute. The CAP also plans to bring a plane to display. Reid shared a guest speaker has not been locked in. Commissioner Cochran shared he will reach out to Sean Bautista, who may have a contact. Reid shared Harold from CAP is a part of the Sheriffs Foundation which is a part of search and rescue. They do an annual fundraiser where they are looking for an airport to do touch and goes, as well as hitting the balloon. Commissioner Cochran and Commissioner Smith are in favor.
Reid asked the Commission how the food for the BBQ will be paid for, Commissioner Smith stated out of the airport beautification account for 500 people. Hot dogs, chips, bottle water and Dennison chilly (if the price is right) Commissioner Jewell gets the troughs for the bottle waters, Kayla will follow up with Commissioner Jewell as well as Robert Harris to see if he can MC the BBQ. Reid plans to talk to the expanded learning program to see if there can be 4 or 5 stations related to STEM activities for kids to participate in.
7. AIRPORT MANAGER REPORT
 - A. Capital Improvements – Reid discussed the ACIP
 - B. Weed Control – The apron and the pavement look good.
 - C. Landscaping/Parking – none

MINUTES

REEDLEY AIRPORT COMMISSION MEETING

Thursday, August 17, 2023 at 4:00 p.m.

- D. Public Relations/Airport Promotion – Staff will be working on a new newsletter
- E. BMX Track – Working on their expansion since it was approved
- F. Hangar Vacancies – none
- G. Electric Planes/Charging Station – FAA is getting close to approving the planes for flight lessons
- H. Reedley College – Reid shared the college has been talking about fuel considering the new planes they have purchased work better with unleaded fuel. Reedley College and Reid have been investigating a portable system on site to service Reedley Colleges planes. David Clark the Dean of Instruction for Reedley College shared with the Commission he received a quote from a company in the bay area called Swift, which would deliver fuel to the tank that Reedley College hopes to purchase. This would be a three-year lease or contract, for a 12-gallon tank. At the end of the three years the 12-gallon tank would be owned by Reedley College. Reid stated something more temporary is ideal. Reid asked Clark who they plan to use for the inspections on the tank. Clark stated he is open to ideas; Clark stated their tank could be operated through the City. Clark also stated the City could receive a percentage of each gallon sold. Commissioner Smith and Commissioner Cochran are in favor of staff investigating the tank from Swift that Reedley College would like to bring in with unleaded fuel for Reedley Colleges aviation program. Reid stated she will need to investigate this option further as this is the first time she is hearing of this.

8. ADJOURNMENT

As there was no further business to discuss, it was moved by Commissioner Cochran, seconded by Commissioner Smith to adjourn at 5:23 p.m.



Carl Smith, Chairperson



Sarah Reid, Airport Manager



Kayla Cheney, Administrative Assistant

REEDLEY PLANNING COMMISSION REGULAR MEETING – August 3, 2023

The regular meeting of the Reedley Planning Commission was held Thursday, August 3, 2023, in the City of Reedley Council Chambers, 845 “G” Street, Reedley. Acting Chair Perez called the meeting to order at 5:04 p.m.

Pledge of Allegiance - led by Commissioner Luzania.

ROLL CALL

- Commissioners Present: Rosemary Luzania, Patrick Turner, Pete Perez.
- Commissioners Excused: Jayne Clark, Alberto Custodio.
- City Staff Present: Rodney L. Horton, Community Development Director, Ellen Moore, City Planner, Laura Friesen, Assistant Planner, Joe Garza, Chief of Police.

PUBLIC COMMENT

Acting Chair Perez opened the public comment period at 5:05 p.m. and closed the public comment period at 5:05 p.m. after noting there was no public comment.

CONSENT AGENDA

- 1. Minutes of Regular Meeting, June 15, 2023– *Recommend Commission Approve*

Commissioner Turner moved, Commissioner Luzania seconded, to approve the minutes of Regular Meeting, June 15, 2023, as amended. Motion carried by the following vote:

- AYES: Turner, Luzania, Perez.
- NOES: None.
- ABSTAIN: None.
- ABSENT: Clark, Custodio.

PUBLIC HEARING

- 2. Consideration of Environmental Assessment No. 2023-12 and Conditional Use Permit Application No. 2022-07, associated with the construction of an 80-unit two-story apartment complex as a Planned Unit Development (PUD) located on a 5.81-acre parcel on the east side of South Frankwood Avenue, north of East Aspen Drive and south of East Locke Avenue (APN 363-090-89)
Through Resolution No. 2023-15, staff recommends that the Planning Commission take the following actions:
 - a) APPROVE Environmental Assessment No. 2023-12, a Categorical Exemption under Section 15332 (Class 32/Infill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.
 - b) APPROVE Conditional Use Permit Application No. 2022-07 authorizing the construction of an 80-unit two-story apartment complex as a Planned Unit Development (PUD) located on a 5.81-acre parcel on the east side of South Frankwood Avenue, north of East Aspen Drive and south of East Locke Avenue (APN 363-090-89).

Director R. Horton presented to the Planning Commission. City Planner E. Moore presented the staff report to the Planning Commission. Efrain Yanez, the Applicant, spoke about the project. The Planning Commission asked question about the project. Staff and Efrain Yanez responded to questions. Efrain Yanez committed to provide a playground in the empty space in front of Building 10. Acting Chair Perez opened the public hearing at 5:57 p.m. Tom McFarlane, 1883 N Del Altair, spoke in opposition of the project. Acting Chair Perez closed the public hearing at 6:06 p.m. Joe Garza, City of Reedley Chief of Police, spoke regarding the project.

REEDLEY PLANNING COMMISSION REGULAR MEETING – August 3, 2023

Commissioner Turner moved, Commissioner Luzania seconded, whereas the Planning Commission, using their independent judgement, approved Environmental Assessment No. 2023-12 and Conditional Use permit Application No. 2022-07 through Resolution No. 2023-15, Motion carried by the following vote:

AYES:	Turner, Luzania, Perez.
NOES:	None.
ABSTAIN:	Custodio.
ABSENT:	Clark.

DIRECTOR'S REPORT

Director R. Horton provided an update on community development activity.

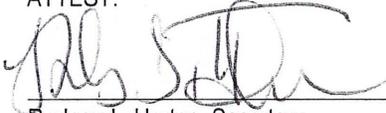
FUTURE AGENDA ITEMS

- Augst 17, 2023 – None at this time
- September 7, 2023 – VTSM Extension and Tentative Parcel Map
- September 21, 2023 – CUP
- October 5, 2023 – None at this time

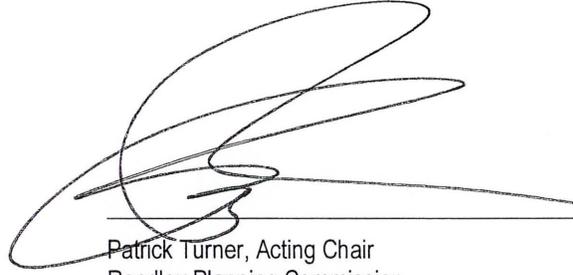
ADJOURNMENT

Acting Chair Perez adjourned the meeting at 6:15 p.m.

ATTEST:



Rodney L. Horton, Secretary



Patrick Turner, Acting Chair
Reedley Planning Commission

REEDLEY PLANNING COMMISSION REGULAR MEETING – September 7, 2023

The regular meeting of the Reedley Planning Commission was held Thursday, September 7, 2023, in the City of Reedley Council Chambers, 845 "G" Street, Reedley. Chair Custodio called the meeting to order at 5:07 p.m.

Pledge of Allegiance - led by Commissioner Clark.

ROLL CALL

Commissioners Present: Jayne Clark, Pete Perez, Alberto Custodio.

Commissioners Excused: Rosemary Luzania, Patrick Turner.

City Staff Present: Rodney L. Horton, Community Development Director, Ellen Moore, City Planner, Laura Friesen, Assistant Planner.

PUBLIC COMMENT

Chair Custodio opened the public comment period at 5:08 p.m. and closed the public comment period at 5:08 p.m. after noting there was no public comment.

CONSENT AGENDA

1. Minutes of Regular Meeting, August 3, 2023– *Recommend Commission Approve*

Chair Custodio moved, Commissioner Perez seconded, to continue the minutes of Regular Meeting, August 3, 2023, to the next meeting on September 21. Motion carried by the following vote:

AYES: Custodio, Perez, Clark.
NOES: None.
ABSTAIN: None.
ABSENT: Luzania, Turner.

ADMINISTRATIVE BUSINESS

2. Consideration of a One-Year Extension of Time for Vesting Tentative Subdivision Map No. 6267
Through Resolution No. 2023-21, staff recommends that the Planning Commission take the following actions:
 - a) APPROVE a One-Year Extension of Time for Vesting Tentative Subdivision Map No. 6267, for a 44-Lot Subdivision Located South of East Locke Avenue and East of North Frankwood Avenue

Chair Custodio moved, Commissioner Perez seconded, to continue administrative business, to the next meeting on September 21. Motion carried by the following vote:

AYES: Custodio, Perez, Clark.
NOES: None.
ABSTAIN: None.
ABSENT: Luzania, Turner.

PUBLIC HEARING

3. Conduct a Public Hearing and Consider the Following Items Associated with the Proposed Subdivision of Land located on the east side of North Kings Drive, at the terminus of North Kings Drive, and between North Kings Drive and I Street (APNs 368-350-35 & 368-350-19)
Through Resolution No. 2022-12, staff recommends that the Planning Commission take the following actions:
 - a) APPROVE Environmental Assessment No. 2023-13, a Categorical Exemption under Section 15315 (Class 15/Minor Land Divisions) of the California Environmental Quality Act (CEQA) Guidelines.

REEDLEY PLANNING COMMISSION REGULAR MEETING – September 7, 2023

ADJOURNMENT

Chair Custodio adjourned the meeting at 5:58 p.m.

ATTEST:



Rodney L. Horton, Secretary



Alberto Custodio, Chair
Reedley Planning Commission