

**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, February 28, 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- Silvia Rios-Estrada-Police Department Support Team

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

PRESENTATION

1. MARJAREE MASON CENTER TEEN DOMESTIC VIOLENCE AWARENESS MONTH
2. INTRODUCTION OF NEW FIREFIGHTERS AND PROMOTIONS

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

NOTICE TO PUBLIC

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

CONSENT AGENDA (Item 3-5)

3. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF FEBRUARY 14, 2023 - (City Clerk)
Staff Recommendation: Approve
4. APPROVE MAYOR'S NOMINATION TO FILL TWO VACANCIES ON THE COMMUNITY SERVICES COMMISSION AND TWO VACANCIES ON THE TRAFFIC SAFETY COMMISSION– (City Clerk)
Staff Recommendation: Approve
5. SECOND READING AND ADOPTION OF ORDINANCE NO. 2023-003, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2022-15, A FINDING OF NO POSSIBLE EFFECT; APPROVING REZONE APPLICATION NO. 2022-02; AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY TO REZONE TWO (2) CONTIGUOUS PARCELS SITUATED AT 505 NORTH REED AVENUE-(Community Development Department)
Staff Recommendation: Approve

ADMINISTRATIVE BUSINESS

6. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AVILA & ASSOCIATES, INC. FOR ANIMAL PLANNING & DESIGN WORK ASSOCIATED WITH A FUTURE ANIMAL SHELTER FACILITY AND FIRE SERVICE FACILITY IN AN AMOUNT OF \$69,200 BUT NOT TO EXCEED \$75,000

Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Police Department)

Staff Recommendation: Approve

7. APPROVE ANNUAL MILITARY EQUIPMENT USE REPORT FOR 2022 AS REQUIRED BY CALIFORNIA ASSEMBLY BILL 481 AND REEDLEY CITY ORDINANCE 5-14-5

Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. – (Police Department)

Staff Recommendation: Approve

WORKSHOP

8. PRESENTATION AND INFORMATION PERTAINING TO STRATEGIC CAPITOL PLANNING – 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.

9. REEDLEY AIRPORT COMMISSION MINUTES OF REGULAR MEETING OF NOVEMBER 17, 2022- Community Services

COUNCIL REPORTS

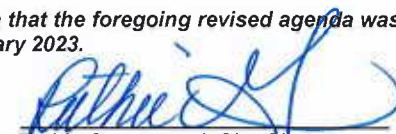
10. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

STAFF REPORTS

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

ADJOURNMENT

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 23rd day of February 2023.


Ruthie Greenwood, City Clerk

Zoom Participation:

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

marked for the general public comment portion of the meeting. A copy of any written comment will be provided to the City Council at the meeting. Please note that written comments received will not be read aloud during the meeting, but will be included with the meeting minutes.

Dates to Remember:

March 14, 2023 – Regular Council Meeting

March 28, 2023 – Regular Council Meeting

REEDLEY CITY COUNCIL MEETING – February 14, 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, February 14, 2023 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Paul Melikian, Assistant City Manager

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Friesen

ROLL CALL

Council Members

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

Absent: None.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

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

Motion unanimously **carried**.

PUBLIC COMMENT

None.

CONSENT AGENDA (Item 1-4)

Council Member Fast asked for item 3 to be removed for further discussion prior to the vote. City Engineer, Marilu Morales answered Council Member Fast’s questions.

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

1. APPROVAL OF MINUTES OF THE REGULAR AND SPECIAL COUNCIL MEETINGS OF JANUARY 24, 2023 - **Approved**
 2. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SIERRA KINGS HEALTH CARE DISTRICT MINI GRANT APPLICATION AND RELATED DOCUMENTS REQUESTING AND ACCEPTING FUNDING FOR LOW-INCOME SWIM LESSONS -**Approved**
 3. ADOPT RESOLUTION NO. 2023-010 APPROVING PARTICIPATION AND AUTHORIZING THE CITY MANAGER TO SIGN A THREE-YEAR JOINT POWERS AGREEMENT FOR FRESNO COUNTY’S URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR PROGRAM YEARS 2024-25, 2025-26, 2026-27 – **Approved**
 4. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE EAST AVENUE REHAB 11TH STREET TO G STREET PROJECT
 - A. ADOPT RESOLUTION NO. 2023-011 AWARDING A CONSTRUCTION CONTRACT TO AGEE CONSTRUCTION CORPORATION
 - B. ADOPT RESOLUTION NO. 2023-012 AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE AVAILABLE FUNDS IN THE AMOUNT OF \$209,809
- **Approved**

REEDLEY CITY COUNCIL MEETING – February 14, 2023
PUBLIC HEARING

***ORDINANCES** - With respect to the approval of ordinances, the reading of the title thereto shall be deemed a motion to waive a reading of the complete ordinance and unless there is a request by a Council Member that the ordinance be read in full, further reading of the ordinance shall be deemed waived by unanimous consent of the Council.*

5. CONSIDER THE FOLLOWING ITEMS ASSOCIATED WITH THE PROPOSED DEVELOPMENT OF 505 NORTH REED AVENUE:
 - A. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2023-003, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2022-15, A FINDING OF NO POSSIBLE EFFECT; AND APPROVING REZONE APPLICATION NO. 2022-02 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY
 - B. ADOPTION OF RESOLUTION NO. 2023-006, ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2022-16, A CATEGORICAL EXEMPTION DATED JANUARY 3, 2023 AND APPROVING CONDITIONAL USE PERMIT APPLICATION NO. 2022-06

Community Development Director, Rodney Horton discussed the subject properties which consists of two contiguous parcels located on the northwest corner of North Reed Avenue and North Avenue. The existing building, which previously was a truck and trailer business will be demolished to allow for the construction of the proposed car wash facility. The rezone application pertains to the reclassification of two contiguous parcels located at 505 N. Reed Avenue which total 1.7 acres in size.

Public Hearing Opened: 7:28 p.m.

Public Hearing Closed: 7:29 p.m.

Council Member Friesen moved, Council Member Tuttle seconded to accept and approve to INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2023-003, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2022-15, A FINDING OF NO POSSIBLE EFFECT; AND APPROVING REZONE APPLICATION NO. 2022-02 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY

Motion unanimously **carried**.

Public Hearing Opened: 7:30 p.m.

Public Hearing Closed: 7:31 p.m.

Council Member Fast moved, Council Member Byers seconded to accept and approve ADOPTION OF RESOLUTION NO. 2023-006, ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2022-16, A CATEGORICAL EXEMPTION DATED JANUARY 3, 2023 AND APPROVING CONDITIONAL USE PERMIT APPLICATION NO. 2022-06

Motion unanimously **carried**.

ADMINISTRATIVE BUSINESS

6. ADOPT CONSIDERATION OF ITEMS PERTAINING TO A FIVE PERCENT COST-OF-LIVING ADJUSTMENT FOR ALL FULL-TIME EMPLOYEES
 - A. ADOPT RESOLUTION NO. 2023-008 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING REVISED MASTER SALARY TABLES
 - B. ADOPT RESOLUTION NO. 2023-009 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES

REEDLEY CITY COUNCIL MEETING – February 14, 2023

- C. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A SIDE LETTER OF AGREEMENT WITH THE REEDLEY POLICE OFFICERS ASSOCIATION
- D. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A SIDE LETTER OF AGREEMENT WITH THE GENERAL SERVICES UNIT, INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL 39
- E. ADOPT RESOLUTION NO. 2023-013 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AUTHORIZING A ONE-TIME PAYMENT TO ELIGIBLE PART TIME CITY EMPLOYEES WHOSE POSITION IS PAID FOR BY THE EXPANDED LEARNING OPPORTUNITY PROGRAM FUNDING

City Manager Nicole Zieba discussed the item and answered questions asked by Council.

Council Member Fast moved, Council Member Byers seconded to accept and approve to:

- A. ADOPT RESOLUTION NO. 2023-008 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING REVISED MASTER SALARY TABLES
- B. ADOPT RESOLUTION NO. 2023-009 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES
- C. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A SIDE LETTER OF AGREEMENT WITH THE REEDLEY POLICE OFFICERS ASSOCIATION
- D. APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A SIDE LETTER OF AGREEMENT WITH THE GENERAL SERVICES UNIT, INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL 39
- E. ADOPT RESOLUTION NO. 2023-013 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AUTHORIZING A ONE-TIME PAYMENT TO ELIGIBLE PART TIME CITY EMPLOYEES WHOSE POSITION IS PAID FOR BY THE EXPANDED LEARNING OPPORTUNITY PROGRAM FUNDING

Motion unanimously **carried**.

WORKSHOP

7. CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE COMMUNITY RESILIENCE CENTERS PROGRAM

Assistant City Manager, Paul Melikian explained that staff had been made aware of a grant opportunity that could potentially construct a new gymnasium and community meeting facility that would also serve a dual purpose of having emergency preparedness capabilities such as a heating and cooling center or an Emergency Operation Center with full backup power. The request for applications was released in December with applications due the end of February. Due to the short turn around time to submit a comprehensive application, staff has been working on the application materials for the last several weeks. If the grant is awarded the site plan, floor plan and building elevations will be brought back to the Council for a full review and approval before proceeding.

Pete Perez spoke that he thought this would be a great space for community groups to have a space to meet in the community.

COUNCIL REPORTS

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

Council Member Fast:

- Discussed the Council of Governments meeting and provided a brief update
- Mentioned the Air Board meeting she attended and provided an update

REEDLEY CITY COUNCIL MEETING – February 14, 2023

- Discussed the Council of Governments meeting and provided a brief update
- Mentioned the Air Board meeting she attended and provided an update

Council Member Byers:

- Shared the Central Valley Transportation meeting she attended and provided an update
- Attended a Southeast Regional Solid Waste Commission meeting

Mayor Pro Tem Tuttle:

- Attended ribbon cutting ceremony for Ripped by Rivas
- Shared about the downtown business meeting he attended
- Discussed the Lions Club event
- Mentioned the ground breaking ceremony he attended for the new Circle K

Mayor Betancourt:

- Provided an update regarding Mennonite Central Committee

STAFF REPORTS

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

City Manager Nicole Zieba:

- Provided an update from Townsend Public Affairs

Police Chief, Jose Garza:

- Discussed upcoming flag lowering ceremony

ADJOURNMENT

Mayor Betancourt adjourned the regular meeting at 8:40 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: February 28, 2023

TITLE: APPROVE MAYOR'S NOMINATION TO FILL TWO VACANCIES ON THE COMMUNITY SERVICES COMMISSION AND TWO VACANCIES ON THE TRAFFIC SAFETY COMMISSION.

SUBMITTED: Ruthie Greenwood
City Clerk

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Staff is recommending that the Reedley City Council approve Mayor Betancourt's nominations to fill the vacancies on the Community Services Commission and Traffic Safety Commission. After review of the applications by Mayor Betancourt, she is recommending the appointments to the commission.

BACKGROUND

The positions available on the Community Services Commission and Traffic Safety Commission are due to term expirations. The open positions were advertised in the Mid Valley Times. Mayor Betancourt has reviewed the applications and is recommending that Esther Ramos, and Dale Kennedy be approved to sit on the Traffic Safety Commission. Mayor Betancourt is also recommending that David Carter and Stephen Penner be approved to sit on the Community Services Commission.

The Community Services Commission and Traffic Safety Commission terms are three (3) year terms. These appointments will have a term expiration of February 2026.

FISCAL IMPACT

No Fiscal Impact

ATTACHMENTS

Four (4) applications

**CITY OF REEDLEY
COMMISSION/COMMITTEE APPLICATION FORM**

JAN 17 2023 3:44 PM
CITY OF REEDLEY
RECEIVED

I hereby request that I be considered for appointment to the following Commission or Committee:

PLEASE TYPE OR PRINT IN BLACK INK
CHECK ONE ONLY— USE SEPARATE APPLICATION FOR EACH COMMISSION

- ☐ Airport Commission
- ☒ Community Services Commission
(Must reside within City limits, provided that up to 2 commissioners may reside outside city limits but within city's sphere of influence)
- ☐ Planning Commission
(Must reside within City limits)
- ☐ Traffic Safety Commission
(Must reside within City limits)
- ☐ Streetscape Maintenance Committee
(Must be a business owner within downtown streetscape maintenance district)

NAME: STEPHEN PENNETT

HOME ADDRESS: [REDACTED]

REEDLEY, CA 93654

MAILING ADDRESS (if different from above):

HOME PHONE: [REDACTED] DAY PHONE: [REDACTED]

EMAIL ADDRESS (if applicable): [REDACTED]

RESIDENT OF REEDLEY FOR 37 YEARS.

EMPLOYED BY: retired

DATE: JAN 16, 2023 SIGNATURE: [Signature]

**CITY OF REEDLEY
COMMISSION/COMMITTEE APPLICATION FORM**

I hereby request that I be considered for appointment to the following Commission or Committee:

PLEASE TYPE OR PRINT IN BLACK INK
CHECK ONE ONLY— USE SEPARATE APPLICATION FOR EACH COMMISSION

- ☐ Airport Commission
- ☒ Community Services Commission
(Must reside within City limits)
- ☐ Planning Commission
(Must reside within City limits)
- ☐ Traffic Safety Commission
(Must reside within City limits)
- ☐ Streetscape Maintenance Committee
(Must be a business owner within downtown streetscape maintenance district)

NAME: David A. Carter, O.D.

HOME ADDRESS: [REDACTED]
Reedley, CA 93654

MAILING ADDRESS (if different from above):
Same as above

HOME PHONE: [REDACTED] DAY PHONE: [REDACTED]

EMAIL ADDRESS (if applicable): [REDACTED]

RESIDENT OF REEDLEY FOR 50 plus YEARS.

EMPLOYED BY: self

DATE: 1-26-23 SIGNATURE: [Signature]

Please give a brief overview of any qualifications you might have that would be beneficial to the Commission you have chosen to serve on

I am passionate about the Reedley community and the community services that are provided. I have a full history regarding the aquatics programs and the Reedley High Aquatic Complex. I am the voice of Swim Reedley and coordinate announcements regarding the aquatics programs → (Lap Swim + Water Aerobics) to the public in coordination with the City of Reedley Community Services Dept.

Our community needs a rich and full list of activities for the citizens and our youth to be able to participate in. And it is important that participation is without a heavy financial burden. Not everyone can afford a club team.



Please note that the Mayor, or his designee, will be contacting you to set up a one-on-one interview.

1/31/2023
12:11pm

CITY OF REEDLEY
COMMISSION/COMMITTEE APPLICATION FORM

I hereby request that I be considered for appointment to the following Commission or Committee

PLEASE TYPE OR PRINT IN BLACK INK
CHECK ONE ONLY— USE SEPARATE APPLICATION FOR EACH COMMISSION

- ☐ Airport Commission
- ☐ Community Services Commission
(Must reside within City limits)
- ☐ Planning Commission
(Must reside within City limits)
- ☒ Traffic Safety Commission
(Must reside within City limits)
- ☐ Streetscape Maintenance Committee
(Must be a business owner within downtown streetscape maintenance district)

NAME Esther Ramos

HOME ADDRESS: [REDACTED]

MAILING ADDRESS (if different from above):

HOME PHONE: [REDACTED] DAY PHONE:

EMAIL ADDRESS (if applicable): [REDACTED]

RESIDENT OF REEDLEY FOR 23 YEARS

EMPLOYED BY self employed

DATE 01/31/23 SIGNATURE: Esther Ramos

**CITY OF REEDLEY
COMMISSION/COMMITTEE APPLICATION FORM**

I hereby request that I be considered for appointment to the following Commission or Committee:

PLEASE TYPE OR PRINT IN BLACK INK
CHECK ONE ONLY— USE SEPARATE APPLICATION FOR EACH COMMISSION

- ☐ Airport Commission
- ☐ Community Services Commission
(Must reside within City limits)
- ☐ Planning Commission
(Must reside within City limits)
- ☒ Traffic Safety Commission
(Must reside within City limits)
- ☐ Streetscape Maintenance Committee
(Must be a business owner within downtown streetscape maintenance district)

NAME: Dale Kennedy

HOME ADDRESS: [REDACTED]
Reedley, CA 93654


MAILING ADDRESS (if different from above):

HOME PHONE: [REDACTED] DAY PHONE: [REDACTED]

EMAIL ADDRESS (if applicable): [REDACTED]

RESIDENT OF REEDLEY FOR 28 YEARS.

EMPLOYED BY: Retired

DATE: 1/27/23 SIGNATURE: 

Please give a brief overview of any qualifications you might have that would be beneficial to the Commission you have chosen to serve on.

I have been a member of the Reedley Traffic Commission since 1996. While serving on the on the commission, I have served as the Chair for over 10 years. With the above experience, I am able to bring to the discussion the history of the various decisions made over the last 26 years. I will be able to continue that if reappointed.

I am a retired California Highway Patrol Officer and bring the traffic enforcement and experience to the commission deliberations.

Please note that the Mayor, or his designee, will be contacting you to set up a one-on-one interview.



REEDLEY CITY COUNCIL


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

ITEM NO: 5

DATE: February 28, 2023

TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 2023-003, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2022-15, A FINDING OF NO POSSIBLE EFFECT; APPROVING REZONE APPLICATION NO. 2022-02; AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY TO REZONE TWO (2) CONTIGUOUS PARCELS SITUATED AT 505 NORTH REED AVENUE

FROM: Rodney Horton, Director 
Community Development Department

APPROVED: Nicole R. Zieba
City Manager 

RECOMMENDATIONS

Staff and the Planning Commission recommends that the City Council of the City of Reedley take the following actions:

- A. Approve the second reading and adopt Ordinance No. 2023-003, an Ordinance of the City Council of the City of Reedley adopting Environmental Assessment No. 2022-15, a finding of no possible effect; approving Rezone Application No. 2022-02; and authorizing the amendment to the Official Zoning Map of the City of Reedley to rezone two (2) contiguous parcels situated at 505 North Reed Avenue

EXECUTIVE SUMMARY

Ordinance No. 2023-003 (Rezone Application No. 2022-02) pertains to the reclassification of two contiguous parcels situated at 505 North Reed Avenue (368-021-69S & 368-021-44S) totaling 1.7 ± gross acres in size from the ML (*Light Industrial*) zone district to the CC (*Central and Community Commercial*) zone district designation. The proposed rezone application is consistent with the

subject property's 2030 General Plan Community Commercial Planned Land Use Designation.

On February 28, 2023, the introduction of Ordinance No. 2023-003 was presented to the City Council and a public hearing was opened. There was no comment from the public heard on the item. After the public hearing was closed, the City Council unanimously voted in favor of introduction and first reading of the proposed ordinance.

PROJECT DESCRIPTION/BACKGROUND

The subject properties are located at 505 North Reed Avenue (368-021-69S & 368-021-44S) and consist of two contiguous parcels situated on the northwest corner of North Reed Avenue and North Avenue. The subject properties are surrounded by the railroad, the Reedley Parkway, and other commercial uses. The existing building, which previously housed a truck and trailer business, will be demolished to allow for the construction of the proposed car wash facility. The subject properties with frontage on or near the Reed Avenue roundabout have full street improvements with existing curb, gutter, a driveway approach, and sidewalk. The owner's authorized representative submitted the following entitlement applications to develop the subject properties:

The applicant is proposing to demolish the existing building to construct and operate a 4,574 sq. ft. car wash building and a 921 sq. ft. pay station building inclusive of an office area with a restroom facility. The car wash facility proposes to have sixteen (16) vacuum parking stalls for customer usage and seven (7) standard parking stalls for facility employees to use. The site plan shows the development of a 36 ft. wide-three (3) lane one-way approach to the pay station to prevent vehicular stacking onto the North Reed Avenue roundabout.

Moreover, there are specific Land Use Element goals and policies, which when applied, would further indicate the appropriateness of the rezone application. In this case, these goals and policies further support the zone district reclassification, as well as, the potential development of the site for future business opportunities for the Reedley community.

A business operating a car wash facility, whether it be automated or self-service, is permitted by conditional use in the proposed (CC) Central and Community Commercial zone district, thus the zone district designation would be more accurately classified under the (CC) Central and Community Commercial zone district designation than the ML (Light Industrial) zone district designation. Additionally, on February 14, 2023, the City Council considered and approved Conditional Use Permit Application No. 2022-06, authorizing the construction and operation of a car wash facility.

The appropriateness of the proposed project has been examined with respect to its consistency with guiding land use principles, goals and policies of the Reedley General Plan Update 2030 and regulatory standards set forth in the Reedley Municipal Code and its compatibility with surrounding existing or proposed uses. These factors have been evaluated as described above. Upon consideration of this evaluation, it can be concluded that Rezone Application No. 2022-02 is appropriate for the subject property.

COMMITTEE/COMMISSION REVIEW/ACTIONS

The City of Reedley Planning Commission, using their independent judgment, recommended approval of Rezone Application No. 2022-02 (Ordinance No. 2023-003).

FINANCIAL IMPACT

The project applicant has paid all applicable entitlement application fees.

ATTACHMENTS

1. Ordinance No. 2023-003, an Ordinance of the City Council of the City of Reedley adopting Environmental Assessment No. 2022-15, a finding of no possible effect; approving Rezone Application No. 2022-02; and authorizing the amendment to the Official Zoning Map of the City of Reedley to rezone two (2) contiguous parcels situated at 505 North Reed Avenue

ORDINANCE NO. 2023-003

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY
ADOPTING ENVIRONMENTAL ASSESSMENT NO. 2022-15, A
FINDING OF NO POSSIBLE EFFECT; AND APPROVING REZONE
APPLICATION NO. 2022-02 AND AUTHORIZING THE AMENDMENT
OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY**

WHEREAS, Rezone Application No. 2022-02 has been filed pertaining to two contiguous parcels situated at 505 North Reed Avenue (APNs: 368-021-69S & 368-021-44S) totaling 1.7 gross acres in size on the northwest corner of North Reed Avenue and North Avenue; and

WHEREAS, Rezone Application No. 2022-02 pertains to the reclassification of 505 North Reed Avenue (APNs: 368-021-69S & 368-021-44S) from the ML (*Light Industrial*) zone district to the CC (*Central and Community Commercial*) zone district designation; and

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

WHEREAS, Rezone Application No. 2022-02 is consistent with the General Plan Planned Land Use designation, the overall guiding land use principles described in the General Plan Update 2030, Land Use Element, and specific Land Use Element goals and policies, which when applied, further support the zone district reclassification; and

WHEREAS, the proposed zoning designation identified in Rezone Application No. 2022-02, CC (*Central and Community Commercial*), is consistent with the GPU Planned Land Use and Zoning District Consistency Matrix; and

WHEREAS, Rezone Application No. 2022-02 is consistent with the Reedley Municipal Code, Title 10, Zoning Regulations, Chapter 3 (Zoning District and Map) and Chapter 22 (Amendments); and

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

WHEREAS, The City as the lead agency, through Environmental Assessment No. 2022-15, has determined that Rezone Application No. 2022-02 would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Rezone Application No. 2022-02 pursuant to Section 15162 and Sections 15168(c)(2).

WHEREAS, the City of Reedley Planning Commission, at the regular meeting on January 19, 2023, held a public hearing, received a written staff report, invited public comment, independently deliberated, and recommended that the City Council of the City of Reedley approve Rezone Application No. 2022-02 by adopting Ordinance No. 2023-003; and

WHEREAS, the City Council of the City of Reedley, at the regular meeting on February 14, 2023, held a public hearing, received a written staff report, invited public comment, and independently deliberated.

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

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

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

Section 3. The City Council FINDS that Rezone Application No. 2022-02 is consistent with the Reedley General Plan Update 2030; and

Section 4. The City Council FINDS that Rezone Application No. 2022-02 is consistent with the Reedley Municipal Code, Title 10, Zoning Regulations, Chapter 3 (Zoning District and Map) and Chapter 22 (Amendments); and

Section 5. The City Council hereby APPROVES Rezone Application No. 2022-02 and incorporates the changes reflected therein into the zoning law and map of the City of Reedley, as reflected on Exhibit A; and

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

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

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

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

ATTEST:

I hereby certify that the foregoing Ordinance No. 2023-003 was introduced and given first reading by title only at a regular meeting of the City Council of the City of Reedley held on February 14, 2023, and was thereafter duly adopted at a regular meeting of said City Council held on February 28, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Anita Betancourt, Mayor
City of Reedley

ATTEST:

Ruthie Greenwood, City Clerk
City of Reedley

Attachment:

Exhibit A: Map of affected parcels related to Rezone Application No. 2022-02

City of Reedley
Ordinance No. 2023-003
Rezone Application No. 2022-2
Exhibit A

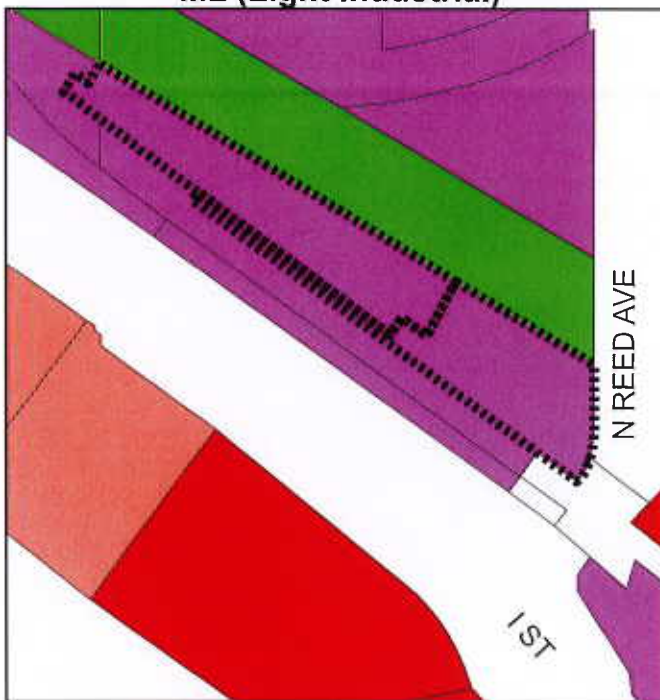
Project Information

APN(s): 368-021-69S; 368-021-44S

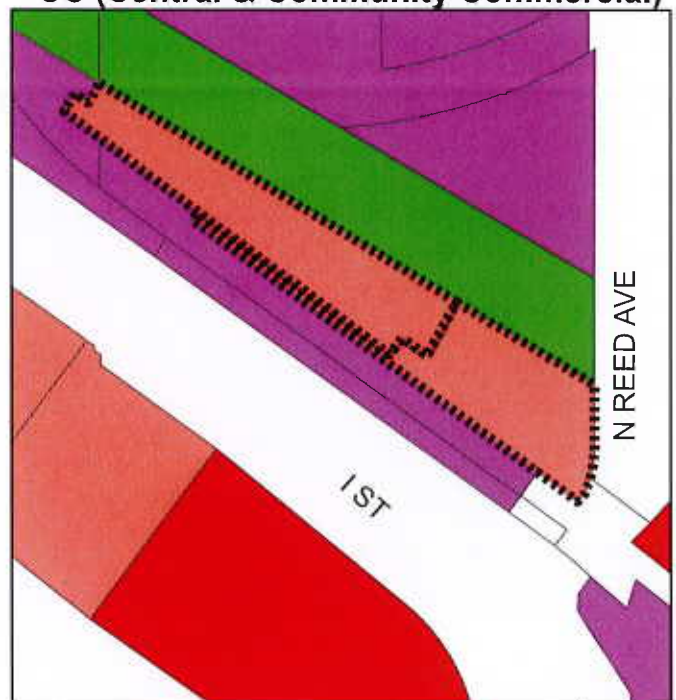
ADDRESS: 505 N. Reed Avenue, Reedley, CA

Existing General Plan Planned Land Use Designation: Community Commercial

**Existing Zoning Designation:
ML (Light Industrial)**



**Proposed Zoning Designation:
CC (Central & Community Commercial)**



Location Map



0 65 130 260 Feet




Legend

 Subject Property


Zoning Designations

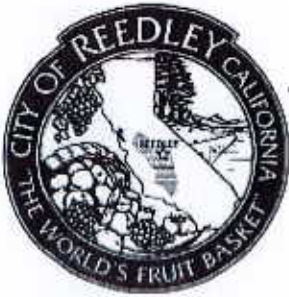
 CC (Central & Community Commercial)

 CN (Neighborhood Commercial)

 CS (Commercial Service)

 ML (Light Industrial)

 RCO (Resource Conservation & Open Space)



REEDLEY CITY COUNCIL


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


ITEM NO: 6

DATE: February 28, 2023

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AVILA & ASSOCIATES, INC. FOR INITIAL PLANNING & DESIGN WORK ASSOCIATED WITH A FUTURE ANIMAL SHELTER FACILITY AND A FIRE SERVICE FACILITY IN AN AMOUNT OF \$69,200 BUT NOT TO EXCEED \$75,000

PREPARED: Marc A. Ediger, Police Operations Commander 

SUBMITTED: Jose L. Garza, Chief of Police 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

It is recommended that the City Council approve and authorize the City Manager to execute a Professional Services Agreement with Avila & Associates, Inc. for Phase One initial design work associated with a future Animal Shelter facility, and a Fire Department Service Facility in an amount of \$69,200 but not to exceed \$75,000.

EXECUTIVE SUMMARY

The City Council authorized the use of up to \$650,000 in the 2022-2023 FY budget for initial planning, design work and construction costs associated with a new Animal Control Facility and adjacent Fire Service Facility. These (2) proposed buildings are planned to be installed on an existing City owned parcel adjacent to the Cricket Hollow parking lot. The parcel is currently unused, and had previously designated for City use as a Police/ Fire training area. At the time of the initial funding approval, it was communicated that City staff would meet with a design architect over the coming months to discuss the proposed site and obtain initial cost proposals for the Police/ Fire structures.

City staff reached out to numerous local design/ drafting firms, and received either no response or extremely extended project completion time frames. Avila & Associates in Clovis, CA was the only local firm that has been responsive to the needs of the project and completed a design proposal for submission.

City Police and Fire staff met with representatives of Avila & Associates and received an architectural and engineering fee proposal, attached to this item. The work is separated into two phases. Phase One, the item recommended for approval, authorizes Avila & Associates to proceed with work on the design of the site plan, floor plan, exterior and interior elevations, work to find contractors for installation. During Phase Two, the construction phase, Avila & Associates will act as an official representative and provide administration of the construction, adherence to a services agreement and review contractor proposals and submissions.

It is anticipated that it will take approximately three (3) months to complete the deliverables under the proposed agreement for Phase One. Should the site plan, floor plan and exterior and interior elevations be approved, and the project is authorized by the City Council to proceed to the next step, staff will bring a bid proposal forward to begin Phase Two, which would include prefabricated steel building proposals and installation costs for the two (2) buildings (Animal Shelter & Fire). City staff would prepare documents for an official bid process for installation and completion of the project by a certified contractor(s).

BACKGROUND

Reedley's Animal Shelter has been in its current location since 1960, with minor upgrades through the years. There has been damage to the existing facility from falling trees in the area, and that continues to be a concern with its current location between Cricket Hollow and the Waste Water Treatment facility. The current Animal Shelter is inadequate in many ways based on the standards expected today for the housing and care of animals under the responsibility of the Police Department.

The current facility is not completely insulated from the elements of heat and cold, which makes it difficult to control the internal temperature for a safe and comfortable setting for the animals. The current internal kennel space is confined to five large, fenced kennel areas to house larger animals, or to pair several animals together. There are a total of four smaller fenced kennel areas for smaller animals. The Animal Control Officer has to often times make safety decisions if certain animals are able to be housed together to save space, so as to accommodate additional animals that are brought into custody. The current Animal Shelter is often times at maximum capacity, with no room to adequately expand for additional kennel space inside the existing building. Often times, the full capacity status causes the Police Department to have to refuse owner relinquished animals or some stray animals and refer the community to other local shelters and rescues.

The Police Department recovers and houses approximately 200-300 animals per year in our current facility. It continues to be an issue within the community, with the calls for service regarding Animal Control remain steady and the number of loose, stray, dangerous and injured animals continue to remain fairly consistent. The Police Department has partnered with the Animal Compassion Team from Fresno during the past decade with rescuing those animals in our custody that are not able to be returned or relocated locally. The current "save rate" for the animals under Police Department care remains very consistent, with approximately 85-95% either returned to owner, adopted locally or adopted by the Animal Compassion Team.

The Fire Department has used the existing City owned parcel of land located adjacent to the Cricket Hollow parking lot for live training exercises for many years. There are currently no

storage facilities located on the parcel, with no way to secure training equipment. The Fire Department has long needed additional storage space in addition to the single centralized Fire Station located downtown. Although the current fire station is centrally located for response times, it has outgrown the current and future equipment and storage needs of the Fire Department.

The Fire Department also trains and maintains a Swift Water Rescue Team for emergency response on the Kings River during months when the river is at a useable level. The addition of a Fire Service Facility would allow for storage of current and future Swift Water Rescue Equipment, and provide a location for these and other types of live training exercises.

The proposed location of this Police Department / Fire Department Project on the existing City parcel is located in close proximity to the new sewer line that will be installed by Engineering and run through the Cricket Hollow area. Staff from the Police Department, Fire and Engineering Departments have discussed this project proposal in relation to the already approved sewer line project. Engineering staff will be exploring the option of completing any necessary rough grading of the parcel location during construction of the sewer line project, as there will already be heavy equipment on site during that project. There are also several large eucalyptus trees located on the parcel, adjacent to the Waste Water Testing Facility. These trees will be removed during the grading / dirt removal phase of the project. This will limit any future possibility of large trees in the area damaging or affecting either the Police, Fire or Waste Water facilities in the future.

Staff has looked at the available solutions for the current and future needs of the City in respect to the Animal Shelter and the City's animal control function and responsibility. Staff has also researched available solutions for an adequate Fire Department facility. The most cost-effective solution appears to be the construction of a new Animal Shelter and Fire Service Facility on the existing City parcel located in adjacent to Cricket Hollow parking lot.

FISCAL IMPACT

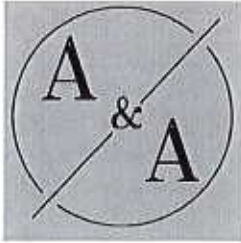
The City previously allocated \$300,000 in the Police Department 2022-2023 FY budget for design and construction costs for the Animal Shelter Project. The City also previously allocated \$350,000 in the Fire Department 2022-2023 FY budget for design and construction costs for the Fire Service Facility project.

At this time, staff is requesting to utilize a portion of the \$650,000 authorized for initial design and planning work for these new facilities. Throughout the ensuing process, staff will be looking for opportunities to minimize costs where possible and proceed as quickly as possible to lock in related price proposals.

ATTACHMENTS

- Professional Services Agreement with Avila & Associates, Inc.
- Architectural & Engineering Proposal dated January 10, 2023
- Map of proposed Animal Shelter / Fire Service Facility





January 10, 2023

Reedley Police Department
843 G Street
Reedley, CA 93654
Attn: Marc A. Ediger

DESIGN AGREEMENT

F.R. Avila Drafting is pleased to submit this contract to furnish Design Services as follows:

Design Firm:

Avila & Associates, Inc.
2268 Ezie Avenue
Clovis, California 93611
Telephone Number – (559) 287-7056

Project:

City of Reedley - Fire and Animal Shelter Structures
Reedley, CA 93654

The Owner and Design firm agree as follows.

DESIGN FIRM RESPONSIBILITIES:

The Design firm shall provide Design services for the project. Civil and/or Structural Engineering services may not be required and have not been included under this scope of service. If such Civil and/or Structural Engineering services are deemed necessary, a separate, mutually acceptable proposal will be forwarded to Owner's attention for execution. Plumbing, Mechanical and Electrical design services shall be performed by separate engineers or design build sub-contractors selected by Owner. All Interior design services such as color, material, equipment and furniture selection, etc. shall be provided by interior design consultant or negotiated with general contractor selected and retained by Owner. Services shall be performed in a manner consistent with professional skill and care.

1.1 During the Design Phase, the Design firm shall perform the following tasks:

- .1 Develop a design solution based on the project and program requirements provided and approved by the Owner.
- .2 Meet with governmental authorities as necessary to obtain preliminary design solution comments/approval.
- .3 Assist Owner in obtaining a preliminary construction cost estimate by General Contractor(s) identified by Owner. At this stage of the project, said cost estimate shall be used by Owner for planning purposes only.
- .4 Meet with Owner, General Contractor etc. as necessary to coordinate Owner's design requirements.
- .5 Provide selected "Design build subs" with approved design solution for their use toward the preparation of plumbing, mechanical and electrical Construction Documents.
- .6 Prepare Construction Documents for plan check submittal upon Owner's approval of design solution.
- .7 Coordinate design build subs and general contractor during Construction Document phase.
- .8 Assist the Owner with submission of documents required for the approval of governmental authorities.

1.2 During the Construction Phase, the Design Firm shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. Unless otherwise agreed, the Design Firm's services during construction include visiting the site, reviewing the Contractor's submittals, rejecting nonconforming Work, and interpreting the Contract Documents.

OWNER'S RESPONSIBILITIES:

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner shall furnish civil engineering, geotechnical engineering and environmental testing services upon request by the Design Firm. The Owner shall employ a contractor to perform the construction Work and to provide cost-estimating services. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services.

USE OF CONSTRUCTION DOCUMENTS:

Documents prepared by the Design firm are instruments of service for use solely with respect to this project. The Design firm shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the use of the Design firm's documents except by mutual agreement in writing.

TERMINATIONS, SUSPENSION OR ABANDONMENT:

In the event of termination, suspension or abandonment of the project, the Design firm shall be equitably compensated for services performed. Failure of the Owner to make payments to the Design firm in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Design firm to either suspend or terminate services. Either the Design firm or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

PAYMENTS AND COMPENSATION TO THE DESIGN FIRM

The Owner shall compensate the Design firm as follows.

6.1 The Design firm's Compensation shall be:

Compensation for Design services described in 1.1 above shall be based upon a stipulated sum of \$69,200.00. Civil Engineering services will be required for this project. If such services are determined necessary, a separate, mutually acceptable agreement will be forwarded to your attention. Additional services requested by owner not described in this contract will be dealt with on an hourly basis or under a separate, mutually acceptable proposal. Contract Administration services described in 1.2 above shall be performed on an hourly basis, not to exceed \$500.00 per month without prior authorization, as necessary to assist the General Contractor throughout the construction phase of the project. Please find below typical billable rates to be used in determining actual costs:

Design firm hourly rate:	\$ 100.00 per hour
--------------------------	--------------------

An initial payment retainer of ~~35%~~ (\$24,000.00) shall be paid upon execution of this Agreement and shall be credited to the final payment.

6.2 The Design Firm shall be reimbursed for expenses incurred in the interest of the project.

Reimbursable expenses are to be invoiced to Owner, in addition to compensation for the Scope of Service identified above. Reimbursable expenses include costs incurred by F.R. Avila Drafting and Consultants in the interest of the project and include mail and delivery, printing plans or other out-of-pocket expenses mutually agreed upon. Expense schedule for printing plans is as follows:

Each 30 x 42 Blueline sheet:	\$1.00
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6.3 Payments are due and payable upon receipt of the Design Firm's invoice. Amounts unpaid ~~thirty (30) days after~~ invoice date shall bear interest from the date payment is due at the rate of ~~ten (10 %) per month~~.

6.4 Design Services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Design Firm shall be paid additional fees for these services based on the Design Firm's hourly rates when the services are performed.

TERMINATION OF THE CONTRACT:

If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, the Design firm may terminate the Contract and recover from the Owner payment for Work executed to that point.

This Agreement entered into as of the day and year first written above.

OWNER

DESIGN FIRM



(Signature)

/ Owner

(Printed name and title)

(Signature)

Fred Avila – (President) – Avila & Associates,
Inc.

(Printed name and title)

Tenant Improvement Plans:

Plumbing Plan:	\$ 4,000.00
Mechanical Plan:	\$ 4,000.00
Electrical Plan:	\$ 7,200.00
Civil Engineering (Grading):	\$15,000.00
Structural Engineering:	\$15,000.00

Scope of work:

- Field Verification of All site Conditions
- Layout Buildings and any interior improvements
- Complete Equipment Schedule per Approved Layout
- Provided Approved to owner and Sub-Contractor
- Provide coordination of all documents for permit issuance
- Provide documents for Site Plan Review
-

Total Fees: (Based on 4,800 S.F. x \$5.00 / SF = \$24,000.00 + \$45,200.00)

Retainer:	\$ 24,000.00
Submittal:	\$ 35,000.00
Final:	\$ 10,200.00

Total Fee: \$ 69,200.00

Documentation Provided by Avila and Associates, Inc.:

Sheet No. Description

C-0	Cover Sheet
G-1.0	Grading Cover Sheet - By others
G-2.0	Grading Plan - By Others
G-3.0	Grading Details - By Others
CG-1.0	California Green Mandatory Measures
A-1.0	Site Plan
A-2.0	Floor Plan
A-2.1	Floor Plan
A-3.0	Reflected Ceiling Plan
A-3.1	Reflected Ceiling Plan
A-4.0	Finish, Door and Window Schedule
A-4.1	Architectural Details
SD-1.0	Structural Notes and Details
SD-1.1	Structural Details
SD-2.0	Structural Details
S-1.0	Foundation Plan
S-1.1	Ceiling Framing Plans
S-2.0	Structural Sections
P-1.0	Plumbing Plan - Waste
P-1.1	Plumbing Plan - Cold and Hot Water
P-1.2	Plumbing Plan - Gas Piping Plan
M-1.0	Mechanical Plan
M-1.1	Mechanical Notes and Details
E-1.0	Site Electrical Plan
E-1.1	Electrical Plan (Power)
E-1.2	Electrical Plan (Power)
E-2.0	Electrical Plan (Lighting)
E-2.1	Electrical Plan (Lighting)
L-1.0	Site Irrigation Plan - By Others
L-2.0	Site Landscape Plan - By Others
L-3.0	Landscape Details - By Others
FS-1.0	Fire Sprinkler Plan (by others) - By Others
SP-1	Solar Plan (by others) - By Others

PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this ____ day of February, 2023, by and between the City of Reedley, hereinafter referred to as the "CITY", and Avila & Associates, Inc. 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 Drafting and Design work for a new Animal Shelter & Fire Services Facility 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 and for the cost identified in Exhibit "A" – Drafting & Design Proposal for new Animal Shelter / Fire Services Facility, which shall include design of site plan, floor plans, exterior elevations, obtain general contractor cost estimates, prepare construction documents and coordinate with contractors during construction phase.
- 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 CONSULTANTS hourly rate. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. 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, a sum not to exceed amounts stated in Exhibit "A". 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. If the

CONSULTANT fails to complete the Scope of Services, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

III. 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 thirty (30) 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 if the CONSULTANT fails to perform the services called for by this Agreement.
- 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 V, Documents & 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 in Exhibit "A".

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.

IV. SUBCONTRACTING

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.

V. 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.

VI. 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 One Million Dollars (\$1,000,000) 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 One Million Dollars (\$1,000,000).
 4. Comprehensive automobile liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

D. CITY is authorized to reduce or modify the requirements set forth above in the event 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, 845 G 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.

VII. 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 | Avila & Associates, Inc. |
| 1733 Ninth Street | 2268 Ezie Avenue |
| Reedley, CA 93654 | Fresno, CA 93611 |
| Attn: City Manager | Attn: Fred Avila |
- 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.

AVILA & ASSOCIATES, INC.
a California corporation

CITY OF REEDLEY,
a California municipal corporation

BY: _____
Fred Avila, President

BY: _____
Nicole R. Zieba, City Manager

Dated: _____

Dated: _____

Attachments:

Exhibit "A":

Design Agreement Proposal for new Animal Shelter / Fire Services Facility

Dated: January 10, 2023



REEDLEY CITY COUNCIL

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

ITEM NO: 7

DATE: February 28, 2023

TITLE: APPROVE ANNUAL MILITARY EQUIPMENT USE REPORT FOR 2022 AS REQUIRED BY CALIFORNIA ASSEMBLY BILL 481 AND REEDLEY CITY ORDINANCE 5-14-5

SUBMITTED: Jose L. Garza, Chief of Police

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve the annual Military Equipment Use Report for 2022 as required by California Assembly Bill 481 and Reedley City Ordinance 5-14-5.

BACKGROUND

Assembly Bill 481 (AB481) codified Government Code sections 7070 through 7075 requiring a law enforcement agency (LEA) to obtain approval from the applicable governing body, via the adoption of a "military equipment" use policy by ordinance, before the LEA funding, acquiring, or using military equipment.

Items deemed "military equipment" by AB 481 are a component of general best practices for LEAs nationwide. These tools have been tested in the field and are used by LEAs to enhance community and officer safety. Loss of these items would jeopardize the community's and peace officers' welfare within the Reedley Police Department.

The term "military equipment," as used in AB481, does not necessarily indicate the equipment is used by the military. According to AB481, items deemed "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal 40 mm projectile launchers, and distraction devices.

The Reedley Police Department is committed to using the most up-to-date tools and equipment to safeguard the community of Reedley. Many items deemed "military equipment" by AB481 are employed by the Reedley Police Department and LEAs across the country to reduce risk to

community members specifically. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter.

AB 481 specifically required each agency utilizing equipment considered “military equipment” to report yearly to the City Council the following.

- A summary of how the Military Equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning the Military Equipment.
- The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
- The total annual cost of each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing expenses, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
- The quantity possessed for each type of Military Equipment.
- If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

FISCAL IMPACT

The approval of this report will not incur any additional funds as this report only identifies those items required to be reported on. The purchase of any future equipment considered “military equipment” will be brought to the Reedley City Council in a prepared staff report or as part of the annual budget proposal.

PRIOR COUNCIL ACTIONS

On April 22, 2022, the Reedley City Council approved City Ordinance 5-14-1 through 5-14-7, adopting the “Military Equipment” Use Ordinance.

ATTACHMENTS

City of Reedley Ordinance 5-14-1 through 5-14-7

List of equipment deemed “military equipment” and the required reporting information.

**EQUIPMENT OWNED BY THE REEDLEY POLICE DEPARTMENT LISTED IN AB 481 AND REEDLEY
CITY ORDINANCE 5-14-1 THROUGH 5-14-7**

EQUIPMENT TYPE:
<i>UNMANNED AIRCRAFT SYSTEMS (UAS/DRONES)</i>
SUMMARY OF EQUIPMENT USE AND PURPOSE OF ITS USE
<p>UAS/Drones enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Uses may include but are not limited to search and rescue, suspect apprehension, crime scene documentation, tactical operations, scene security, hazard monitoring, identification and mitigation response to emergency calls, crisis communication, and legally authorized surveillance.</p> <p>In 2022, UASs were used 27 times for other agency assistance in field searches, progress burglary, suspect apprehension, brandishing a firearm, rooftop searches, and stolen vehicle recovery. In addition, drones were used to document crime scenes and traffic collisions.</p>
COMPLAINTS OR CONCERNS RECEIVED
No complaints were received, or concerns brought to the attention of the police department.
RESULTS OF INTERNAL AUDITS OR VIOLATIONS OF USE POLICY
No internal audits were completed and there were no violations of policy reported or observed.
TOTAL ANNUAL COST
The annual cost to use the UASs has been minimal after the initial purchase. Costs incurred are for replacement batteries.
QUANTITY OWNED
<p>Currently, the police department owns three (3) UASs.</p> <ul style="list-style-type: none"> • DJI Mavic Enterprise Advanced • DJI Mavic Pro 2 • DJI Spark
INTENTION TO PURCHASE SIMILAR EQUIPMENT
The Reedley Police Department intends to request in their FY 23-24 budget proposal the approval to purchase an additional UAS, batteries, and a license to allow live footage streaming.

**EQUIPMENT OWNED BY THE REEDLEY POLICE DEPARTMENT LISTED IN AB 481 AND REEDLEY
CITY ORDINANCE 5-14-1 THROUGH 5-14-7**

EQUIPMENT TYPE:
<i>Unmanned Remotely Powered Ground Vehicle</i>
SUMMARY OF EQUIPMENT USE AND PURPOSE OF ITS USE
<p>The "PACBOT" was used primarily by members of the Special Response Team during the service of search warrants. The robot is deployed when a potentially dangerous situation exists that allows first responders to capture video and still images of hazardous areas before, or instead of, sending in personnel.</p> <p>In 2022 the robot was deployed once during a search of a residence for a subject who was barricaded homicide suspect.</p>
COMPLAINTS OR CONCERNS RECEIVED
No complaints were received, or concerns brought to the attention of the police department.
RESULTS OF INTERNAL AUDITS OR VIOLATIONS OF USE POLICY
No internal audits were completed and there were no violations of policy reported or observed.
TOTAL ANNUAL COST
The annual cost to use the PACBOT has been minimal after the initial purchase. Any costs incurred were in the form of officer's time to operate the robot.
QUANTITY OWNED
<p>Currently, the police department owns one (1) robot.</p> <ul style="list-style-type: none"> • PACBOT robot model #BB2590
INTENTION TO PURCHASE SIMILAR EQUIPMENT
The Reedley Police Department does NOT intend to purchase any other Unmanned Remotely Powered Ground Vehicles.

**EQUIPMENT OWNED BY THE REEDLEY POLICE DEPARTMENT LISTED IN AB 481 AND REEDLEY
CITY ORDINANCE 5-14-1 THROUGH 5-14-7**

EQUIPMENT TYPE:
<i>40mm Less Lethal Launchers and Kinetic Energy Munitions</i>
SUMMARY OF EQUIPMENT USE AND PURPOSE OF ITS USE
The 40mm less lethal launcher and kinetic energy munitions can be used in various situations where a less lethal use force option is warranted.
During 2022 the 40mm launcher and munitions were used 2 times. The munitions were used during an officer-involved shooting apprehension to breach a window and to breach a window during a barricaded suspect incident.
COMPLAINTS OR CONCERNS RECEIVED
No complaints were received, or concerns brought to the attention of the police department.
RESULTS OF INTERNAL AUDITS OR VIOLATIONS OF USE POLICY
No internal audits were completed and there were no violations of policy reported or observed.
TOTAL ANNUAL COST
The annual cost to use the 40mm less-lethal launcher is minimal only having to replace munitions used.
QUANTITY OWNED
Currently, the police department owns one (1) 40mm launcher. <ul style="list-style-type: none"> • Exact Impact 40mm launcher
INTENTION TO PURCHASE SIMILAR EQUIPMENT
The Reedley Police Department does NOT intend to purchase additional 40mm less lethal launchers.

**EQUIPMENT OWNED BY THE REEDLEY POLICE DEPARTMENT LISTED IN AB 481 AND REEDLEY
CITY ORDINANCE 5-14-1 THROUGH 5-14-7**

EQUIPMENT TYPE:
<i>Flashbang grenades, explosive breaching tools, tear gas and pepper balls</i>
SUMMARY OF EQUIPMENT USE AND PURPOSE OF ITS USE
Flashbangs are non-bursting, non-fragmenting multi-bang devices that produce a thunderous bang with an intensely bright light. A flashbang is ideal for distracting dangerous suspects during high-risk entry, hostage rescue, room entry, or a high-risk arrest.
During 2022, flashbangs were not used.
COMPLAINTS OR CONCERNS RECEIVED
No complaints were received, or concerns brought to the attention of the police department.
RESULTS OF INTERNAL AUDITS OR VIOLATIONS OF USE POLICY
No internal audits were completed and there were no violations of policy reported or observed.
TOTAL ANNUAL COST
The annual cost to use the flashbangs is minimal as the inserts are only \$20 each.
QUANTITY OWNED
Currently, the police department owns 5 bodies and 10 reloads.
INTENTION TO PURCHASE SIMILAR EQUIPMENT
The Reedley Police Department intends to request the purchase of additional reloads during the FY 23-24 budget process.

ORDINANCE NO. 2022-003

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY
ADDING A NEW CHAPTER 14 TO TITLE 5 OF THE REEDLEY MUNICIPAL CODE
REGARDING POLICE ACQUISITION AND USE OF "MILITARY EQUIPMENT"**

WHEREAS, on September 30, 2021, California Assembly Bill 481 (AB 481) was signed into law; and

WHEREAS, AB 481 and California Government Code Sections 7070, through 7072 require that the City Council of the City of Reedley approve a Military Equipment Use Policy by ordinance; and

WHEREAS, the amendment of Title 5 (Police and Public Safety) to add Chapter 14 Military Equipment Use Ordinance is necessary to comply with the requirements of AB 481 and California Government Code Sections 7070 through 7072.

BE IT ORDAINED by the Council of the City of Reedley as follows:

SECTION 1. Chapter 14 of Title 5 of the Reedley Municipal Code is added to read as follows:

**Title 5
POLICE AND PUBLIC SAFETY**

**Chapter 14
"MILITARY EQUIPMENT" USE ORDINANCE**

5-14-1: NAME OF ORDINANCE

5-14-2: DEFINITIONS

5-14-3: MILITARY EQUIPMENT USE POLICY REQUIREMENT

5-14-4: USE IN EXIGENT CIRCUMSTANCES

5-14-5: REPORTS ON THE USE OF CONTROLLED EQUIPMENT

5-14-6: ENFORCEMENT

5-14-7: SEVERABILITY

5-14-1: NAME OF ORDINANCE

A. This Ordinance shall be known as the Military Equipment Use Ordinance.

5-14-2: DEFINITIONS

A. "Military Equipment" includes all of the following (Per CA Gov. Code §7070):

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.

However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.
- B. "City" means any department, agency, bureau, and/or subordinate division of the City of Reedley.
 - C. "Police Department" means any division, section, bureau, employee, volunteer and/or contractor of the Reedley Police Department.
 - D. "City Council" means the governing body that is the Reedley City Council.
 - E. "Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all of the following:
 1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
 2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.
 3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
 4. The legal and procedural rules that govern each authorized use.
 5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment use policy.
 6. The mechanisms to ensure compliance with the Military Equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
 7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.
 - F. "Exigent Circumstances" means a law enforcement agency's good faith belief that an emergency involving the danger of, or imminent threat of death or serious physical injury to any person is occurring, has occurred, or is about to occur.

G. "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

H. "Type" means each item that shares the same manufacturer model number.

5-14-3: MILITARY EQUIPMENT USE POLICY REQUIREMENT

A. The Reedley Police Department shall obtain approval of the City Council, by an ordinance adopting a Military Equipment Use Policy (MEUP) at a regular meeting of the City Council held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), prior to engaging in any of the following:

1. Requesting Military Equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
2. Seeking funds for Military Equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
3. Acquiring Military Equipment either permanently or temporarily, including by borrowing or leasing.
4. Collaborating with another law enforcement agency in the deployment or other use of Military Equipment within the territorial jurisdiction of the City of Reedley.
5. Using any new or existing Military Equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, Military Equipment.
7. Acquiring Military Equipment through any means not provided by this section.

B. No later than May 1, 2022, if seeking to continue the use of any Military Equipment that was acquired prior to January 1, 2022, the Reedley Police Department shall commence a City Council approval process in accordance with this section. If the City Council does not approve the continuing use of Military Equipment, including by adoption pursuant to a Military Equipment Use Policy submitted pursuant to this code, within 180 days of submission of the proposed Military Equipment Use Policy to City Council, the Reedley

Police Department shall cease its use of the Military Equipment until it receives the approval of City Council in accordance with this code.

- C. In seeking the approval of City Council, the Reedley Police Department shall submit a proposed Military Equipment Use Policy to City Council and make those documents available on the Police Department's internet website at least 30 days prior to any public hearing concerning the Military Equipment at issue.
- D. The governing body shall consider a proposed Military Equipment Use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).
- E. The governing body shall only approve a Military Equipment Use Policy pursuant to this chapter if it determines all of the following:
 - 1. The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 - 2. The proposed Military Equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
 - 3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
 - 4. Prior Military Equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
- F. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Police Department for as long as the Military Equipment is available for use.
- G. The City Council shall review any ordinance that is has adopted pursuant to this Chapter approving the funding, acquisition, or use of Military Equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

5-14-4: USE IN EXIGENT CIRCUMSTANCES

- A. Notwithstanding the provisions of this Chapter, the Police Department may acquire, borrow and/or use Military Equipment in Exigent Circumstances without following the requirements of this code.
- B. If the Police Department acquires, borrows, and/or uses Military Equipment in Exigent Circumstances, in accordance with this section, it must take all of the following actions:
 - 1. Provide written notice of that acquisition or use to the City Council within 30 days following the commencement of such Exigent Circumstance, unless such information is confidential or privileged under local, state or federal law.
 - 2. If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the City Council within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the City Council.
 - 3. Include the Military Equipment in the Police Department's next annual Military Equipment Report.

5-14-5: REPORTS ON THE USE OF MILITARY EQUIPMENT

- A. The Police Department shall submit to City Council an annual Military Equipment Report for each type of Military Equipment approved by the City Council within one year of approval, and annually thereafter for as long as the Military Equipment is available for use.
- B. The Police Department shall also make each annual Military Equipment Report required by this section publicly available on its internet website for as long as the Military Equipment is available for use.
- C. The annual Military Equipment Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of Military Equipment:
 - 1. A summary of how the Military Equipment was used and the purpose of its use.
 - 2. A summary of any complaints or concerns received concerning the Military Equipment.
 - 3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.

4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
 5. The quantity possessed for each type of Military Equipment.
 6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.
- D. Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual Military Equipment report and the law enforcement agency's funding, acquisition, or use of Military Equipment.
- E. The City Council shall determine, based on the annual Military Equipment Report submitted pursuant to this section, whether each type of Military Equipment identified in that report has complied with the standards for approval set forth in this code and the Military Equipment Use Policy. If the City Council determines that a type of Military Equipment identified in the annual Military Equipment Report as not complied with the standards for approval, the City Council shall either disapprove a renewal of the authorization of or that type of Military Equipment or require modification to the Military Equipment Use Policy in a manner that will resolve the lack of compliance.

5-14-7: SEVERABILITY

- A. If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Chapter.
- B. The City Council hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

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

SECTION 3. The City Clerk is directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City

of Reedley, within fifteen (15) days after its adoption. If a summary of the ordinance is published, the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

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The foregoing ordinance was introduced at a regular meeting of the City Council held on April 12, 2022, and was adopted at a regular meeting of said Council held on April 26, 2022, by the following vote, to wit:

AYES: Soleno, Betancourt, Tuttle, Fast.

NOES: None.

ABSENT: Beck.

ABSTAIN: None.

Mary L. Fast
Mary Fast, Mayor

ATTEST:
Ruthie L.
Ruthie Greenwood, City Clerk



MINUTES

REEDLEY AIRPORT COMMISSION MEETING

Thursday, November 17, 2022 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 04:00 p.m.

2. ROLL CALL AND INTRODUCTION OF GUESTS

- A. Commissioners Present: Carl Smith, Chairperson; Butch Agrifoglio; Vice Chairperson; Anthony Jewell, Matt Cochran (arrived at 5:05pm),
- B. Absent: Joseph Oldham, Kayla Cheney; Administrative Assistant
- C. Staff Present: Sarah Reid, Airport Manager

3. APPROVAL OF MINUTES

- A. Motion by Commissioner Agrifoglio, seconded by Commissioner Jewell to approve the July 14, 2022 Airport Commission minutes. Motion carried.

4. PUBLIC DISCUSSION - None

5. NEW BUSINESS

- A. **Airport Capital Improvement Plan (ACIP) 2023-2027** – Reid reminded the Commission that the airport receives entitlement funding from the FAA every year, as well as infrastructure money through the bill that was passed at the federal level. Some adjustments have been made to the Airport Capital Improvement Plan (ACIP). The FAA signed off on the above ground fuel tank project, December 13, staff will take forward to the City Council a grant application asking to begin the design work next fiscal year. In 2020 the airport layout plan expired, which needs to be updated. Reid shared the airport layout plan is to cover what projects need to happen within the next 10 years. Motion by Commissioner Jewell, Seconded by Commissioner Cochran to move forward with the revised ACIP plan for the next 7 years.
- B. **Pavement Maintenance and Management Plan (PMMP)** – Reid shared the Pavement Maintenance and Management Plan (PMMP) is complete. The runway and taxiway are in good shape, however the apron area, transient area need pavement maintenance.
- C. **Gate Cards** – Reid shared since she has overseen the airport two situations have come up that Reid wants to bring attention to the Commissioners. One being, someone came to check out a gate card who would act as the transport for a packing house nearby, picking and dropping customers up. The second situation an individual wanted a gate card to fly his paramotor. Neither of these individuals have an agreement nor displayed their certificate of insurance. Reid shared she is wanting a specific process for the individuals that can check out airport gate cards. Commissioner Smith stated only airport tenants and employees should be the only ones receiving gate cards, Commissioner Agrifoglio agreed. Moving forward gate cards will only be checked out to tenants and employees. The previous gate keys receipts staff will go through to clean up gate keys that should be shut off.

6. AIRPORT MANAGER REPORT

- A. Capital Improvements – Underway, hopefully will be complete in December
- B. Weed Control – Pre-emergent was put down right before the rain, to keep the weeds down and under control

MINUTES

REEDLEY AIRPORT COMMISSION MEETING

Thursday, November 17, 2022 at 4:00 p.m.

- C. Landscaping/Parking – None
- D. Public Relations/Airport Promotion – The RC Event will be underway soon
- E. BMX Track – Paul Huebert may help clean up the windsock area
- F. Hangar Vacancies – None
- G. Electric Planes/Charging Station – None

7. ADJOURNMENT

As there was no further business to discuss, it was moved by Commissioner Jewell, seconded by Commissioner Cochran to adjourn at 5:15 p.m.



Carl Smith, Chairperson



Sarah Reid, Airport Manager



Kayla Cheney, Administrative Assistant

Reedley Police Department

Military Equipment: Funding,
acquisition, and use



AB 481 – Military Equipment: Funding, acquisition, and use

- Signed into law September 30, 2021
- Government Code Section 7070 through 7075 governs this law.
- Purpose of the law
 - Adopt a “military equipment use policy”
 - Initially thought to only cover equipment acquired through the 1033 program.
 - Includes equipment not acquired through the military.
 - Pass an ordinance identifying steps necessary to fund, procure, and the use of “military equipment”.
 - Allow the governing body to approve the funding, acquisition, or use of “military equipment” within its jurisdiction.
 - Annual review of the ordinance
 - Annual report prepared by LEA

What Does Reedley Police Department Deploy Classified as “Military Equipment”

- Govt Code Section 7070 (c)(1) - Unmanned, remotely piloted, powered aerial or ground vehicles.
- DJI MAVIC Enterprise Advanced
- Purchased commercially



What Does Reedley Police Department Deploy Classified as “Military Equipment”

- Govt Code Section 7070 (c)(1) - Unmanned, remotely piloted, powered aerial or ground vehicles.
- PacBot Model#BB2590
- Acquired through the 1033 program.



What Does Reedley Police Department Deploy Classified as “Military Equipment”

- Govt. Code Section 7070(c)(12) - “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.
- Def-Tec “Flashbang”
- Purchased commercially



What Does Reedley Police Department Deploy Classified as “Military Equipment”

- Govt Code Section 7070 (c)(14) - The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.
- Exact Impact 40mm launcher
- “Sponge rounds”
- Purchased commercially



Annual Report to City Council

• **Annual Military Equipment Report**

- Summary of how Military Equipment was used
- **Summary of complaints or concerns received concerning the Military Equipment**
- Results of any internal audits, any information about violations of the Military Use Policy, and any actions taken in response.
- **The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade and any on-going costs.**
- The quantity possessed for each type of Military Equipment
- **If the LEA intends to acquire additional Military Equipment**

Transparency with our Community

- **Make Annual Military Equipment Report available on police department's website**
- Within 30 days of submitting and publicly releasing report, hold at least one (1) well publicized and conveniently located community engagement meeting.
 - **Public may discuss and ask questions regarding the annual Military Equipment report**
 - LEA's funding, acquisition, or use of Military Equipment

STRATEGIC CAPITAL PLANNING WORKSHOP

February 28, 2023

MISSION STATEMENT

We, the members of the Reedley City Council and the employees of the City of Reedley foster a high quality of life for our entire community by creating an environment of open communication, progressive partnerships, economic opportunities, and the delivery of efficient, responsive, and excellent community services.

CITY STRATEGIC CORNERSTONES

- ❖ Enhance Public Safety
- ❖ Revitalize the Community
- ❖ Champion Solid Financial Management
- ❖ Demonstrate City Hall Efficacy

These Cornerstones are the foundation of all that the City organization works for.

ALIGNING RESOURCES WITH GOALS

Make everything as simple as possible, but not simpler. Any intelligent fool can make things bigger and more complex... It takes a touch of genius - and a lot of courage - to move in the opposite direction.

- Albert Einstein

Resources are time, money, and people.

Goals are aspirations, priorities, and the tactics needed to get there.

FISCAL SUCCESS AND SUSTAINABILITY

- ❖ Fiscal health should be guarded relentlessly
- ❖ Good times come and go
- ❖ Roots of fiscal adversity take hold in the good times by making commitments that are not sustainable
- ❖ Reedley's financial policies follow Industry Best Practices
- ❖ Honed over the years & supported by the City Council

FINANCIAL POLICIES

- ❖ Balanced Budget
- ❖ Capital Financing & Debt
- ❖ General Fund & Enterprise Fund Reserves
- ❖ Pension & Other Post Employment Benefits
- ❖ Investments
- ❖ Utility Billing & Collections
- ❖ Uniform Public Construction Cost Accounting Act
- ❖ Retiree Medical Benefits

STRATEGIC AREA PLANNING

- ❖ General Plan
- ❖ Reedley Municipal Code
- ❖ Utility Master Plans
- ❖ Pavement Condition Study
- ❖ Development Impact Fee Study
- ❖ Annual Budget
- ❖ Capital Improvement Plan
 - Funded Projects & Unfunded Needs

STRATEGIC PLANNING FOCUS

Many City facilities were designed and built decades ago and are reaching capacity limits

By 2035, the population of Reedley is projected to be 32,900, a growth of 6,813 residents over the 2021 level of 26,087

Consider capital and facility needs for the City to continue providing service levels out to the year 2035

MAJOR THEMES

- ❖ Maintain/Replace 50-100 year old infrastructure
- ❖ Plan for future needs
- ❖ Focus on community partnerships
- ❖ Pursue grants that align with strategic goals
- ❖ Communicate with the public on needs
- ❖ Keep thinking strategically
- ❖ Above all demonstrate passion for good public policy and excellent public services

REEDLEY CAPITAL IMPROVEMENT PLAN

2022-23 CAPITAL IMPROVEMENT PROGRAM BY CATEGORY

\$18,234,473

■ Water or Sewer System Rehabilitation or Upgrades , \$5,561,850 , 30.5%

■ ADA Improvements , \$383,500 , 2.1%

■ Downtown Improvements , \$317,000 , 1.7%

■ Equipment Acquisition , \$1,152,396 , 6.3%

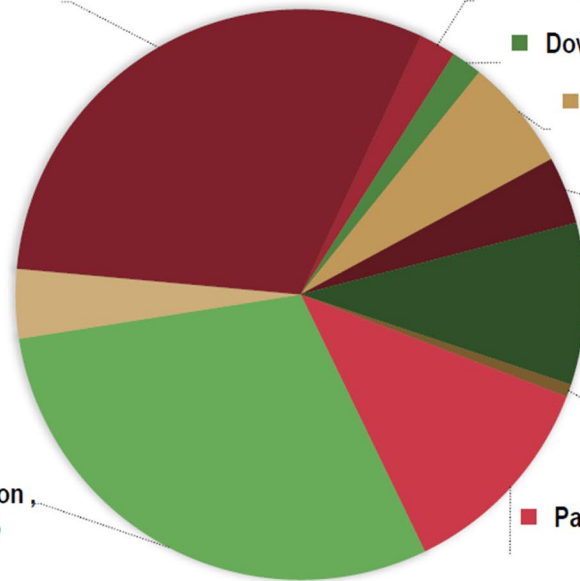
■ Facilities New , \$700,000 , 3.8%

■ Facilities Rehabilitation , \$1,671,426 , 9.2%

■ Other , \$130,000 , 0.7%

■ Road Rehabilitation , \$5,416,333 , 29.7%

■ Parks & Recreation Facilities , \$2,187,815 , 12.0%



PLANNING HORIZON

❖ **Tactics**

- 1-2 Years
- Steps to take now and incorporate into annual budget

❖ **Strategy**

- 2-4 Years
- Direction & Priorities to work towards

❖ **Vision**

- 4-10 Years
- Aspirational, where we want to go to serve community by 2035

TACTICS: 1-2 YEARS

- ❖ Build reserves for General Fund & Enterprise Funds
- ❖ Continue to set aside funding for land acquisition and future facilities
- ❖ Improve discussion of CIP project impact on operating budget
- ❖ Develop plan for improved parkway maintenance
- ❖ Stormwater Basins required for all new developments
- ❖ Pilot Solar Streetlight project

TACTICS: 1-2 YEARS

- ❖ Review design for CVTC corporation yard for revisions
- ❖ Community center improvements, including backup generator
- ❖ Incorporate EV charging facilities into CIP
- ❖ Sports Complex Future Phases
 - Lighted soccer field
 - Pickleball court development
 - Master Plan
 - Ongoing maintenance costs

TACTICS: 1-2 YEARS

- ❖ Explore role of Parks & Rec Foundation in project fundraising
- ❖ Opera House immediate repairs
- ❖ Expand Community Parkway lighting
- ❖ Continue Measure B funding of streets projects as a force multiplier
- ❖ Future City Hall Planning

STRATEGY: DIRECTION & PRIORITIES 2-4 YEARS

- ❖ Acquire 10-15 acres for future park and fire station
- ❖ Continue to monitor solar lighting technology for possible use in older areas of the city and parkway
- ❖ Decommissioning of water towers before any further heavy maintenance is required
- ❖ Add a second Electrician to support the increasing demand
- ❖ Evaluate future direction of Fire Department
 - FT staff for each shift to bolster/fortify volunteer force

VISION: ASPIRATIONAL 4-10 YEARS

- ❖ Develop a second community center with gym space
- ❖ Second Fire station
- ❖ EV charging capability for 100% of City vehicles
- ❖ Move some/all Public Works operations to new CVTC Corporation Yard
 - Existing facility will be at capacity in 5 years
- ❖ Expanded Police Headquarters Facility
- ❖ New City Hall

PUBLIC ENGAGEMENT & TRUST

“With trust, anything is possible. Without it, nothing is.”

- Ken Hampian, Retired City Manager

- ❖ Public Workshops
- ❖ Budget Workshops
- ❖ Social Media
- ❖ Quarterly Newsletters
- ❖ Community Annual Report
- ❖ Up to date website
- ❖ MyCityHall@reedley.ca.gov
- ❖ Credit Ratings
- ❖ Clean audits
- ❖ Best practices
- ❖ Greater Reedley Chamber of Commerce

PERFORMANCE MEASUREMENT

- ❖ Department Performance Measures were implemented in 2021
- ❖ Demonstrate achievement of departmental specific and citywide goals
- ❖ Continual improvement in support of Strategic Cornerstones:
 - Enhance Public Safety
 - Revitalize the Community
 - Champion Solid Financial Management
 - Demonstrate City Hall Efficacy

NEXT STEPS

- ❖ Staff are currently developing the 2023-2024 budget to align limited resources [time, money & people] with organizational goals
- ❖ Feedback or additional discussion on development of short & long term organizational goals
- ❖ Proposed Budget will communicate available resources to maintain service levels and address community facility needs

ANNUAL BUDGET PROCESS

