

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

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

7:00 P.M.

TUESDAY, MAY 14, 2024

**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 held in person and may be observed remotely via Zoom or at:
<http://www.reedley.com/livestream.php>.**

Public comment may be made in person or submitted in writing. 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.

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- Rev. Mieko Majima, Reedley Buddhist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

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

NOTICE TO PUBLIC

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

CONSENT AGENDA (Item 1-4)

1. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF APRIL 23, 2024 - (City Clerk)
Staff Recommendation: Approve
2. RECOMMENDATION OF REJECTION OF CLAIM-DAVID HE – (Administrative Services)
Staff Recommendation: Approve Claim Rejection
3. APPROVE AND AUTHORIZE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR REIMBURSEMENT FOR UPSIZING AND EXPANSION OF PUBLIC IMPROVEMENTS INSTALLED IN CONNECTION WITH PARCEL MAP NO. 2022-1 (WILLOW GROVE)- (Community Development)
Staff Recommendation: Approve
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF REEDLEY BETWEEN THE CITY OF REEDLEY AND KINGS CANYON UNIFIED SCHOOL DISTRICT FOR THE REEDLEY PEACE BUILDING INITIATIVE (RPBI) FOR THE 2024-2025 FISCAL YEAR– (Police Department)
Staff Recommendation: Approve

ADMINISTRATIVE BUSINESS

5. ANNUAL MILITARY EQUIPMENT REPORT AS PER REEDLEY CITY ORDINANCE 5-14-5: REPORTS ON THE USE OF MILITARY EQUIPMENT– (Police Department)

WORKSHOP

6. REEDLEY CHAMBER OF COMMERCE UPDATE

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.

7. REEDLEY TRAFFIC SAFETY COMMISSION MINUTES OF REGULAR MEETING OF DECEMBER 14, 2023 – Engineering

COUNCIL REPORTS


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

STAFF REPORTS

9. 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 9th day of May 2024.


Ruthie Greenwood, City Clerk

Dates to Remember:

May 28, 2024- Special Meeting (Budget Workshop) @ 6pm & Regular Council Meeting @7pm

June 11, 2024 – Regular Meeting

#1

REEDLEY CITY COUNCIL MEETING –April 23, 2024

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, April 23, 2024 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

INVOCATION – Horacio Aleman Sr, Cruising for Jesus

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Fast.

ROLL CALL

Council Members

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

Absent: None.

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

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

Motion unanimously **carried**.

PUBLIC COMMENT

None.

CONSENT AGENDA (Item 1-6)

Council Member Fast asked that item 3, 5 and 6 be discussed prior to the vote. City Manager Nicole Zieba, City Engineer, Marilu Morales and Assistant City Manager Paul Melikian answered questions regarding the items.

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

1. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF APRIL 9, 2024 – *Approved*
2. RECOMMENDATION OF REJECTION OF CLAIM-ABRAM DOMINGUEZ –*Approved Claim Rejection*
3. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF FRESNO AND THE CITY OF REEDLEY REGARDING AUTHORIZATION FOR THE COUNTY TO ENFORCE THE FRESNO COUNTY INFECTIOUS MATERIALS ORDINANCE WITHIN THE CITY OF REEDLEY JURISDICTION– *Approved*
4. ADOPTION OF ORDINANCE NO. 2024-004, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING REZONE APPLICATION NO. 2022-03 AND AUTHORIZING THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY OF REEDLEY– *Approved*
5. CONSIDER THE FOLLOWING ITEMS (A) AND (B) FOR THE REEDLEY SPORTS PARK PHASE 2 PROJECT:
 - A. ADOPT BUDGET RESOLUTION NO. 2024-034 AMENDING FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE AVAILABLE FUNDS IN THE AMOUNT OF \$1,280,000 FOR THE REEDLEY SPORTS PARK PHASE 2 PROJECT

REEDLEY CITY COUNCIL MEETING –April 23, 2024

- B. ADOPT RESOLUTION NO. 2024-035 AWARDING A CONSTRUCTION CONTRACT TO DAVE CHRISTIAN CONSTRUCTION CO., INC. FOR THE REEDLEY SPORTS PARK PHASE 2 PROJECT

– *Approved*

6. ADOPT RESOLUTION NO. 2024-036 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING THE CITYWIDE MASTER FEE SCHEDULE AND AMENDING DEPARTMENTAL FEES AND CHARGES FOR SERVICES – *Approved*

WORKSHOP

7. ZONING CODE UPDATE

Community Development Director Rodney Horton discussed the history of the zoning code update and shared the proposed changes to the zoning code. Mr. Horton compared the existing language of the code against the proposed changes as required by state law for the changes to accessory dwelling units and junior accessory dwelling units.

Suzie Johnson inquired about tiny homes in the City of Reedley.

Melissa Berry asked questions about construction requirements for accessory dwelling units and junior dwelling units.

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 Friesen:

- Attended the media conference regarding legislation that was introduced to Congress

Council Member Fast

- Discussed the media event regarding legislation she attended
- Attended the 80th anniversary event held at Immanuel Schools

Council Member Byers

- Provided an update regarding the new library

Council Member Tuttle:

- Shared about the Kings River East Groundwater Authority meeting he attended
- Mentioned about the League of California Cities event he attended

STAFF REPORTS

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

City Manager Nicole Zieba:

- Discussed the timeline for the upcoming budget meetings

City Engineer Marilu Morales:

- Provided an update regarding the Olson bridge closure

Police Chief Garza:

- Invited everyone to participate in 2024 Denim Day
- Discussed upcoming citizens academy the police department is hosting

ADJOURNMENT

Mayor Betancourt adjourned the regular meeting at 8:10 p.m.

REEDLEY CITY COUNCIL MEETING –April 23, 2024

Mayor Anita Betancourt

ATTEST:

Ruthie Greenwood, City Clerk



REEDLEY CITY COUNCIL

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

ITEM NO: 2

DATE: May 14, 2024

TITLE: RECOMMENDATION OF REJECTION OF CLAIM – DAVID HE

SUBMITTED: Amar Bains, Accountant *AB*

REVIEWED: Paul A. Melikian, Assistant City Manager *PM*

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

RECOMMENDATION

That the City Council reject the claim received from David He on April 24, 2024. The claim was referred to Acclamation Insurance Management Services (AIMS) for investigation and recommendation to the City.

BACKGROUND

On April 24, 2024, a Claim Form was filed by the Law Office of Kevin G. Little on behalf of David He, hereinafter referred to as "Claimant". The Claimant's Attorney alleges that on October 19, 2023, a team of Reedley Police Officers and Fresno County Sheriff's Deputies used excessive and unreasonable force against the Claimant during the arrest inflicting serious physical, emotional, and mental injuries onto the Claimant.

AIMS contacted the Reedley Police Staff to investigate the claim and found that the arrest was made by a Federal agency, and no Reedley Police Department Officers were present on site at the time of arrest. The investigation further revealed that Reedley Police Department's sole involvement with the Claimant was to transport him from the hospital to the jail.

Based on Reedley Police Department's lack of involvement in the Claimant's arrest, AIMS found no evidence of negligence and/or liability on the part of the City of Reedley for the damages alleged by the Claimant.

AIMS has therefore recommended that the claim be rejected.

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

ATTACHMENTS

1. Claim

AMENDED
CLAIM AGAINST LOCAL GOVERNMENT ENTITY
(Government Code Section 910. et seq.)

APR 26 '24 9:56 AM
CITY OF REEDLEY
RECEIVED

Public Entity Name and Address: CITY OF REEDLEY
Reedley City Hall, 1717 9th Street, Reedley, CA 93654

Claimant Name: David He SSN# N/A Date of Birth [REDACTED]
Address Fresno County Jail
Phone Number _____

Name, address and phone number of person to receive notices concerning this claim. Kevin G. Litte, LAW OFFICE OF KEVIN G. LITTLE; Post Office Box 8656, Fresno, CA 93747; 559-342-5800

Date and time when damage or injury occurred. October 19, 2023, Mid-Morning

Location of occurrence. Vicinity of 850 I Street, Reedley, CA

Circumstances of occurrence. On October 19, 2023, a team of Reedley Police Officers and Fresno Sheriff Deputies arrested Claimant. During this arrest, these Officers and Deputies utilized excessive and unreasonable force against Claimant, including but not limited to slamming Claimant's head against the ground.

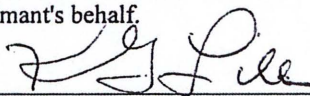
Description of loss, damage or injury. Claimant has sustained numerous, serious physical injuries, including blunt force trauma to his head, as a result of the excessive and unreasonable force used against him by the responding Reedley Police Officer and Fresno Sheriff Deputies. Claimant also suffered mental and emotinal injuries, including but not limited to fear, depression, and anxiety.

Name(s) of Public Employee(s) causing injury, damage or loss, if known. None of the specific identities of the responding Officers or Deputies who used excessive force on Claimant are currently known.

Amount* claimed at present including estimated amount of any prospective loss. NO AMOUNT NEED BE SPECIFIED, pursuant to CA Gov. Code § 911(f), due to SUPERIOR COURT UNLIMITED JURISDICTION.

Names and addresses of witnesses, doctors and/or hospitals. Claimant himself, and the involved law enforcement officers, whose specific identities are currently unknown to Claimant.

Claim must be signed and dated by claimant or person acting on claimant's behalf.

DATED: 04/23/2024 SIGNED: 
Claimant or Representative

~WARNING~

Section 72 of the Penal Code provides:

“Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, or account, voucher, or writing, is guilty of a felony”

This document is a public record and pursuant to the California Public Record Act must be made available for inspection and copying upon the request of any person, including, but not limited to a representative of the news media. (See Government Code §§ 6250 et seq.)

* The specific amount must be stated if the claim involves \$10,000 or less. If the claim involves an amount exceeding \$10,000, the Claimant must state whether the case would be a limited or unlimited civil case. (See Government Code § 911(f).)

COPY



REEDLEY CITY COUNCIL

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

ITEM NO: 3

DATE: May 14, 2024

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR REIMBURSEMENT FOR UPSIZING AND EXPANSION OF PUBLIC IMPROVEMENTS INSTALLED IN CONNECTION WITH PARCEL MAP NO. 2022-1 (WILLOW GROVE)

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

Marilu Morales *mm*
City Engineer

APPROVED: Nicole R. Zieba *NZ*
City Manager

RECOMMENDATION

Approve and authorize the City Manager to make non-substantive changes to the attached draft reimbursement agreement and sign final agreement with Reedley I CIC, LP (Reedley I), a California limited partnership. The purpose for reimbursement involves upsizing the required 18-inch storm drain service line on the eastern edge of the proposed project to a 36-inch line and acquiring street right-of-way on East Dinuba Avenue in front of APN 370-240-67 adjacent to the bounds of the project site to provide a continuous ADA path of travel and uniformity in the travel way. Reimbursement will include the installation of curb, gutter and sidewalk, and undergrounding of overhead utilities as well as widening Dinuba Avenue to improve operations of the public street. The additional improvements will be adjacent to the development area associated with Parcel Map No. 2022-1.

EXECUTIVE SUMMARY

Reedley I is requesting to enter into a Reimbursement Agreement with the City of Reedley regarding offsite improvements on Dinuba Avenue, adjacent to the development area associated with Parcel Map No. 2022-1, which was approved by the Reedley City Council on March 26, 2024. Such improvements were requested by the City to address current ADA and active transportation deficiencies adjacent to the development site, which could be addressed

concurrently with construction activities in the same intersection, thus lessening the overall construction impacts to the general public, and providing safety improvements in a timely fashion. Additionally, construction activities would also include undergrounding overhead utilities in order to widen the roadway. A Development Impact Fee (DIF) credit or reimbursement will be utilized to fund the activities.

BACKGROUND

The State Subdivision Map Act and Reedley City Council Resolution No. 2015-022 provide for partial reimbursement to developers for the cost of construction of public improvements which contain supplemental size, capacity, number or length for the benefit of properties belonging to others as well as the developer's property to the extent that other properties are benefited from such improvements. Development associated with Parcel Map No. 2022-1 includes improvements along East Dinuba Avenue in front of the project limits. Widening a portion of East Dinuba Avenue, curb, gutter, and sidewalk improvement work beyond the required bounds of the project site will also be included.

Development impact fees collected by the City offset the costs of providing public services as new development comes in. Adjacent projects under construction, such as this one, provide a great opportunity to complete public improvements not required when previous developments were originally placed, or to address the timely upgrading of aging infrastructure currently in place. Such improvements make a significant impact on the safety, accessibility and efficiency within the public realm.

FISCAL IMPACT

The reimbursement request totals \$788,218. The estimated construction amounts have been reviewed by the City Engineer, and have been deemed appropriate. The specific construction costs are listed in Section A1 of the attached Agreement. Costs eligible for reimbursement consist only of those found within the agreement, and will come from the Transportation and Storm Drain Facilities, DIF categories of payment, as appropriate. There is no negative fiscal impact to the City, as development impact fees collected are utilized to place public improvements such as those proposed for reimbursement here.

PRIOR COUNCIL ACTIONS

On May 10, 2022, City Council approved Conditional Use Permit Application No. 2022-1, Tentative Parcel Map Application No. 2022-1, and Environmental Assessment No. 2022-5 through Council Resolution No. 2022-042, authorizing the development of a mixed-use project consisting of 80 affordable residential units with a 1,500 square foot-community room attached to a 1,000 square foot-office/rental space for lease.

On March 26, 2024, City Council approved the Final Map and Subdivision Improvement Agreement for Tentative Parcel Map Application No. 2022-1 through Council Resolution No. 2024-028.

ATTACHMENTS

1. Draft Reimbursement Agreement and Exhibit

Recorded by and for the
benefit of, and When
Recorded Mail to:

City of Reedley
Community Development Department
1733 9th Street
Reedley, CA 93654

Exempt from recording fees - Gov. Code Section 27383; SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR PARTIAL REIMBURSEMENT FOR UPSIZING AND
EXPANSION OF PUBLIC IMPROVEMENTS INSTALLED,
PARCEL MAP NO. 2022-1 (WILLOW GROVE)**

This Agreement is made and entered into effective on _____, 2024 (“Effective Date”) by and between the City of Reedley, a municipal corporation, hereinafter referred to as “CITY” and Reedley I CIC, LP, a California limited partnership, hereinafter referred to as “Subdivider”.

RECITALS

I. Pursuant to City Council Resolution No. 2015-022 dated March 24, 2015, Development Impact Fee (DIF) credits or reimbursements may be available for construction of eligible facilities outside of the requirements of the proposed project.

II. The State Subdivision Map Act and City ordinances, resolutions and policy provide for reimbursement to Subdividers for the cost of construction of public improvements, which contain supplemental size, capacity, number or length for the benefit of properties belonging to others as well as the Subdivider’s property to the extent that other properties are benefited from such improvements.

III. Condition of Approval Item 47 and 50 from the Conditions of Approval for Parcel Map No. 2022-1 dated May 10, 2022, details that APN-370-240-67 to the west of the project limit shall be fully constructed to current City standards including curb, gutter, sidewalk, permanent asphalt concrete paving and existing overhead utility lines placed underground to allow for the widening of Dinuba Avenue.

IV. The Subdivider and City have agreed to have the proposed project’s storm water runoff to enter into the existing master planned storm drain basin south of the proposed project via storm drain piping. The City requested the pipe size be increased to include additional capacity for future properties to be able to tie into.

V. The area eligible for improvements and upsizing and expansion of proposed utilities are shown in Exhibit 1. Such improvements are consistent with the City’s 2014 Integrated Master Plan and improve the future capacity and operations of the public utility and street services, and consist of (1) upsizing the required 18-inch storm drain service line on the eastern

edge of the proposed project to a 36-inch line and (2) acquiring street right-of-way on Dinuba Avenue in front of APN 370-240-67 adjacent to the bounds of the project site and installing overhead utilities underground, installing curb, gutter and sidewalk as well as widening Dinuba Avenue to provide for a continuous ADA path of travel and uniformity in the travel way.

VI. The estimated costs of installation of said facilities have been provided to the City Engineer by the Subdivider and the amount of reimbursement has been calculated by the City Engineer, as set forth in paragraphs A.1 and A.2 below.

AGREEMENT

NOW, THEREFORE, City and Subdivider mutually agree as follows:

A. Subdivider is eligible for reimbursement for the following costs associated with roadway improvements west of the approved project site:

1. **Transportation Facilities**

| Item No. | Description | Qty. | Unit | Unit Price | Amount |
|-----------------|--------------------------------------|-------------|-------------|-------------------|---------------------|
| 1 | Demolition | 1 | LS | \$10,000.00 | \$10,000.00 |
| 2 | Sawcut Paving | 202 | LF | \$3.00 | \$606.00 |
| 3 | Roadway and Sidewalk Grading | 1 | LS | \$66,2200.00 | \$66,220.00 |
| 4 | Base rock (Roadway) | 2,764 | SF | \$16.00 | \$44,224.00 |
| 5 | Asphalt (Roadway) | 2,764 | SF | \$18.00 | \$49,752.00 |
| 6 | Curb and Gutter | 171 | LF | \$24.00 | \$4,104.00 |
| 7 | Sidewalk | 1,026 | SF | \$10.00 | \$10,260.00 |
| 8 | Driveway | 320 | SF | \$12.00 | \$3,840.00 |
| 9 | Dry Utility Conduit | 202 | LF | \$500.00 | \$101,000.00 |
| 10 | New Dry Utilities to Existing Home | 1 | LS | \$20,000.00 | \$20,000.00 |
| 11 | Civil Engineering/Surveying | 1 | LS | \$10,000.00 | \$10,000.00 |
| 12 | Dry Utility Engineering | 1 | LS | \$5,000.00 | \$5,000.00 |
| 13 | PG&E Installation Cost | 1 | LS | \$150,000.00 | \$150,000.00 |
| 14 | Geotechnical Engineering/Observation | 1 | LS | \$5,500.00 | \$5,500.00 |
| 15 | Permit / Inspection Fees | 1 | LS | \$7,500.00 | \$7,500.00 |
| | GRAND TOTAL | | | | \$487,506.00 |

1. **Storm Drain Facilities**

| Item No. | Description | Qty. | Unit | Unit Price | Amount |
|-----------------|----------------------------------|-------------|-------------|-------------------|---------------|
| 1 | 18" RCP | 38 | LF | \$72.00 | \$2,736.00 |
| 2 | 24" RCP In Dinuba Avenue | 840 | LF | \$96.00 | \$80,640.00 |
| 3 | 36" RCP Dinuba to Southern Basin | 1,463 | LF | \$160.00 | \$234,080.00 |

| | | | | | |
|----|---|-------|----|--------------|---------------------|
| 4 | 48" Storm Drain Manhole | 2 | EA | \$10,000.00 | \$20,000.00 |
| 5 | 60" Storm Drain Manhole | 4 | EA | \$12,000.00 | \$48,000.00 |
| 6 | 84" Storm Drain Manhole | 1 | EA | \$18,000.00 | \$18,000.00 |
| 7 | Tie Into Existing 24" RCP | 1 | LS | \$1,500.00 | \$1,500.00 |
| 8 | Storm Drain Inlet B | 2 | LS | \$3,000.00 | \$6,000.00 |
| 9 | 36" Storm Drain Outlet / Rip Rap | 1 | EA | \$14,500.00 | \$14,500.00 |
| 10 | Deduction for 18" RCP from POC to Basin | 1,177 | LF | -\$72.00 | -\$84,744.00 |
| 11 | Deduction for 18" Outlet / Rip Rap | 1 | EA | -\$10,000.00 | -\$10,000.00 |
| 12 | Deduction for 48" verses 60" Manhole | 4 | EA | -\$10,000.00 | -\$40,000.00 |
| 13 | Civil Engineering/Surveying | 1 | LS | \$5,000.00 | \$5,000.00 |
| 14 | Geotechnical Engineering/Observation | 1 | LS | \$2,500.00 | \$2,500.00 |
| 15 | Permit / Inspection Fees | 1 | LS | \$2,500.00 | \$2,500.00 |
| | GRAND TOTAL | | | | \$300,712.00 |

B. The facilities for which reimbursement may be given as set forth herein are shown on the approved plans for the subject project on file in the office of the City Engineer, which plans incorporated herein by this reference as though set forth in full. Permits for all activities must be obtained prior to any work beginning.

C. The City will reimburse Subdivider without interest those amounts as set forth in paragraph A.1. Reimbursement shall take place in one of the following forms:

1. Public improvement construction activities must be completed in full, and confirmed via City inspection. Following successful inspection, Subdivider must submit invoicing records showing actual costs for reimbursable activities, and the City shall review the submitted records for concurrence with the approved activities and estimates, and reimburse Subdivider eligible expenses within sixty (60) days of after receipt of the invoicing records from Subdivider; or
2. If Subdivider desires to utilize reimbursement as DIF credits, the following process shall apply:
 - a) Public improvement construction activities must be completed in full, and confirmed via City inspection. Following successful inspection, Subdivider must submit invoicing records showing actual costs for reimbursable activities.
 - b) City shall review the submitted invoicing for concurrence with approved activities and estimates. Following review, City will provide Subdivider with a revised DIF Fee Estimate that includes DIF credits for the reimbursable amount(s).
 - c) At the time of building permit, Subdivider may pay resulting

DIF's due in full, or may have the option to enter into a DIF Deferment Agreement and Notice of Lien with the City.

i) Should Subdivider wish to obtain encroachment permits and building permits concurrently and/or enter into a DIF Deferment Agreement, DIF credits will not be applied until public improvement construction activities have been completed and inspected; and invoicing for actual costs has been submitted. Resulting credits would only be applied to the deferred amount due prior to Certificate of Occupancy, with all deposit amounts not incorporating any DIF credit estimates.

D. This Agreement for reimbursement and all obligations of the parties hereunder shall terminate on the anniversary date of this Agreement three (3) years after the Effective Date noted in the opening paragraph of this Agreement. Reimbursement amounts referred to herein shall be separate and apart from, in addition to and not payable from normal hookup charges and other development fees and charges assessed by the City to developments connecting to or benefitting by the construction of public facilities.

E. All notices in connection with this Agreement shall be in writing and shall be given by personal delivery or first-class U.S. mail, postage prepaid, to a party at its respective address below:

To the City: City of Reedley
1733 Ninth Street
Reedley, CA 93654

To the Subdivider: Reedley I CIC, LP
16935 W. Bernardo Drive, Suite 238
San Diego, CA 92127

Notice given by personal delivery shall be effective upon delivery; notice given by mail shall also be given by FAX and be effective upon receipt or three calendar days after the postmark date, whichever is earlier. Reimbursement payments shall be made to the Subdivider at the above address, or at such other address provided by the Subdivider to the City Manager in accordance with this Section E.

F. The provisions of this Agreement shall be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties hereunder shall be determined, according to California law.

G. No member, officer or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement, where such interest or decision is prohibited by law.

I. Waiver of any provision of this Agreement must be in writing and signed by a duly authorized representative of each party.

J. This Agreement may be amended only in writing signed by duly authorized representatives of the City and the Subdivider, after approval by their respective board of directors.

K. This Agreement integrates all of the terms, conditions, agreements and understandings between the City and the Subdivider concerning the matters described in this Agreement. The Agreement supersedes all negotiations and previous agreements and understandings between the parties concerning such matters. This Agreement is personal to the Subdivider, and the Subdivider may not assign or transfer this Agreement or its rights hereunder without the prior written consent of the City. Unless and until such consent is given, the City reserves the right to pay all reimbursement amounts to the Subdivider, and such payments will satisfy all obligations of the City hereunder.

[Remainder of page blank – signatures appear on page 6]

IN WITNESS WHEREOF, the duly authorized individuals of the City and Subdivider have signed this Agreement to be effective on the Effective Date noted herein.

CITY OF REEDLEY, a municipal corporation

Pacific Southwest Community Development Corporation, California Nonprofit Public Benefit Corporation, Managing General Partner

BY: _____
Nicole R. Zieba, City Manager
(Notary Acknowledgement to be Attached)

BY: _____
Robert Laing, President/Executive Director
(Notary Acknowledgement to be Attached)

ATTEST:

CIC Reedley I, LLC, a California Limited Liability Company, Administrative General Partner

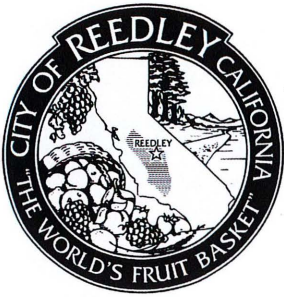
BY: _____
Ruthie Greenwood, City Clerk

Chelsea Investment Corporation, A California Corporation, its Manager

APPROVED AS TO FORM:

BY: _____
Cheri Hoffman, President
(Notary Acknowledgement to be Attached)

BY: _____
Laurie Avedisian-Favini, City Attorney



REEDLEY CITY COUNCIL

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

ITEM NO: 4

DATE: May 14, 2024

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF REEDLEY BETWEEN THE CITY OF REEDLEY AND KINGS CANYON UNIFIED SCHOOL DISTRICT FOR THE REEDLEY PEACE BUILDING INITIATIVE (RPBI) FOR THE 2024 - 2025 FISCAL YEAR.

SUBMITTED: Jose L. Garza, Chief of Police

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute an agreement on behalf of the City of Reedley, between the City of Reedley and Kings Canyon Unified School District for the Reedley Peace Building Initiative (RPBI) for the 2024-2025 fiscal year.

BACKGROUND

John Swenning and Jake Harder, formerly RPBI Directors under MCC, joined KCUSD as RJ Coordinators in 2021. In the 2024-2025 academic year, John Swenning will oversee Reedley High School, while Jake Harder will manage Orange Cove High School. Their focus remains on streamlining processes, driving progress, and upholding the integrity of the case management system. Additionally, they serve as internal trainers for Restorative Justice case mediation and conflict resolution. Community Youth Ministries (CYM) will provide a Case Manager for RPBI under John Swenning's coordination, covering all Reedley and surrounding KCUSD schools. This arrangement falls under a separate Services Agreement between CYM and KCUSD. Together, they have demonstrated effectiveness and efficiency in sustaining RPBI, with CYM showing unwavering commitment and partnership to Restorative Justice initiatives.

FISCAL IMPACT

The City has historically allocated \$20,000 annually for the Restorative Justice Coordinator position through a services agreement. Going forward, the City will continue to dedicate \$20,000 to fund this position.

Under this agreement, the CITY will disburse two payments of \$10,000 each to KCUSD, scheduled for July 2024 and January 2025.

ATTACHMENTS

Since 2013, the City Council has consistently approved MOUs to support RPBI's collaboration in overseeing Restorative Justice initiatives.

1. Services Agreement 2024-2025 (CITY and KCUSD)

Services Agreement

Between the City of Reedley (CITY) and Kings Canyon Unified School District (KCUSD) for a Restorative Justice Coordinator to provide services and oversight for the Reedley Peace Building Initiative Restorative Justice System (RPBI)

This Services Agreement (Agreement) is entered into on the 1st day of July 2024 by and between the CITY and KCUSD. The parties agree to the following:

ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

KCUSD agrees to provide (1) one Restorative Justice Coordinator (COORDINATOR) to manage and oversee the Reedley Peace Building Initiative (RPBI), a joint-partnership restorative justice program with a focus on juvenile crime and conflict within KCUSD schools in Reedley and the immediate surrounding unincorporated areas of Fresno County. The base of operations for COORDINATOR will be Reedley High School, which will interact with staff and the School Resource Officer to determine involvement in restorative justice options for addressing juvenile crime and conflict situations. COORDINATOR will also oversee RPBI Case Managers assigned to focus on the KCUSD junior high and middle schools within the sphere of influence of Reedley.

KCUSD agrees that COORDINATOR will provide mediation services for qualified criminal cases provided by CITY (Police Department). Mediation services include involvement from Case Managers and adequately trained and certified volunteer mediators. COORDINATOR will also manage and oversee community service options for criminal offenders with assistance and input from CITY. KCUSD agrees that COORDINATOR will accurately document case mediations, including victims, offenders, contract agreements, and outcomes. Documentation will be recorded in an existing database, which CITY agrees to provide and maintain.

CONFIDENTIALITY

During the course of providing services, COORDINATOR may be required to access information that is confidential to CITY or personal information about constituents, employees, and/or contractors. COORDINATOR will keep all such information confidential and will collect, use, and disclose such information only on a need-to-know basis consistent with the provision of the services. All writings, photographs, products, and materials accessed by or delivered to COORDINATOR, including all information related to criminal cases or offenses, will be the sole property of the CITY. COORDINATOR agrees to use/ share confidential information only during the official resolution of such cases designated by the City and KCUSD.

COMPENSATION

CITY agrees to pay DISTRICT \$20,000 for (1) one Restorative Justice COORDINATOR to provide these services. Payment will be made in two installments of \$10,000 to be paid upon being invoiced by KCUSD in July 2024 and January 2025. Payments will be made by 30 days from the invoice date.

EFFECTIVENESS, DURATION AND TERMINATION

This Agreement shall be effective as of July 1, 2024, and shall remain in effect until June 30, 2025. Either party may terminate this Agreement without cause at the party's convenience by giving at least 30 days prior written notice to the other party. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of early termination, parties agree to pay or reimburse a pro-rated share of the compensation based upon a 12-month timeframe.

INDEMNIFICATION

KCUSD shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with COORDINATOR's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of COORDINATOR.

The City shall indemnify, defend, and hold harmless KCUSD, its officers, officials, employees, and volunteers from and against any liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of COORDINATOR during the performance of work hereunder.

Suppose KCUSD rejects a tender of defense by the City and/or COORDINATOR under this Agreement, and it is later determined that the City and/or COORDINATOR breached no duty of care and/or was immune from liability. In that case, KCUSD shall reimburse the City and/or officer for any litigation expenses (including, without limitation, attorney fees, expert witness fees, and prevailing party fees and costs). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City settles a liability claim, with or without participation by KCUSD.

INTEGRATION OF PRIOR TERMS AND CONDITIONS

This Agreement, including all recitals, constitutes the Parties' entire agreement. This Agreement may be amended or modified only by the Parties' mutual written agreement. This Agreement is invalid unless approved by the legislative body of each Party, although an authorized agent of each Party may execute it. An authorized agent of the City shall be a person specifically authorized by the City's legislative body to execute this Agreement at the level of City Manager or City Attorney or equivalent.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

CITY OF REEDLEY,

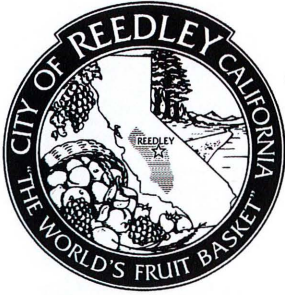
Nicole R. Zieba, Reedley City Manager

Date: _____

THE KINGS CANYON UNIFIED SCHOOL DISTRICT

John Campbell, KCUSD Superintendent

Date: _____



REEDLEY CITY COUNCIL

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

ITEM NO: 5

DATE: May 14, 2024

TITLE: ANNUAL MILITARY EQUIPMENT REPORT AS PER REEDLEY CITY ORDINANCE 5-14-5: REPORTS ON THE USE OF MILITARY EQUIPMENT

SUBMITTED: Jose L. Garza, Chief of Police

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council in accordance with section 5-14-5 of the City of Reedley Municipal Code, accepts the 2023 annual Military Equipment Report. This report outlines the utilization, costs, feedback, and future plans regarding military equipment approved by the City Council.

BACKGROUND

Assembly Bill 481 (AB481), codified in Government Code sections 7070 through 7075, mandates that a law enforcement agency (LEA) must secure approval from the governing body for the continued use and reporting of equipment employed during the prior calendar year. Additionally, AB481 requires governing bodies to approve a military use ordinance. In 2022, the Reedley City Council voted and approved the Reedley City Ordinance 5-14-5, known as the "Military Equipment Use Ordinance."

Under Reedley City Ordinance 5-14-1 through 5-14-7, items classified as "military equipment" serve as integral components of established best practices for LEAs nationwide. These tools undergo rigorous field testing and are deployed by LEAs to bolster community and officer safety. The absence of such equipment would pose risks to the well-being of the community and the peace officers within the Reedley Police Department.

Contrary to popular belief, the term "military equipment," as described in Reedley City Ordinance 5-14-1 through 5-14-7, does not exclusively denote equipment utilized by the military. As per AB481, items categorized as "military equipment" encompass, among other things, 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 remains steadfast in its commitment to leveraging the most advanced tools and equipment to safeguard the community. Many of the items identified as "military equipment" by Reedley City Ordinance 5-14-1 through 5-14-7 are actively utilized by the Reedley Police Department and other LEAs nationwide to reduce risk to community members. These resources furnish peace officers with the means to defuse volatile situations, thereby mitigating the likelihood of lethal force encounters.

- *SUMMARY OF MILITARY EQUIPMENT USE*

During the calendar year 2023, the military equipment approved by the City Council was utilized for various law enforcement operations and purposes. The equipment was primarily deployed in situations requiring specialized capabilities, such as tactical operations, emergency response, and ensuring officer safety.

1. *Unmanned Aircraft Systems*

- a. In the year 2023, UAS deployments totaled 56 instances primarily focused on conducting area and building searches for wanted suspects. These deployments yielded success in locating the targeted individuals in several deployments.

2. *40mm Less Lethal Launchers and Kinetic Energy Munitions*

- a. Throughout the calendar year of 2023, neither the 40mm launcher nor its accompanying munitions were utilized in any incidents.

3. *Unmanned Remotely Powered Ground Vehicle*

- a. In 2023, the unmanned ground vehicle, colloquially referred to as the "robot," remained inactive during actual incidents. Nevertheless, it was actively employed in training exercises to ensure operational readiness and enhance operator proficiency.

4. *Flash-bang Grenades*

- a. In the calendar year 2023, flash-bang grenades were not deployed during any actual incidents.

- *COMPLAINTS OR CONCERNS*

Throughout the reporting period, the Police Department received no complaints or concerns related to the use of military equipment.

- *INTERNAL AUDITS AND COMPLIANCE*

Internal audits were conducted to ensure compliance with the Military Equipment Use Policy. No violations of the policy were identified during the reporting period.

- *COST ANALYSIS*

The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, and upgrades, amounted to \$9,531. Funding for the military equipment in the following calendar year will be provided from the PSST fund 003-4307-5440.

| | | |
|-------------|------------|--|
| 1. 08-29-23 | \$746.32 | Purchase of Batteries for UASs. |
| 2. 08-31-23 | \$878.34 | Purchase of Rapid chargers for UAS batteries. |
| 3. 09-26-23 | \$7,835.15 | Purchase of DJI Arvada and miscellaneous attachments |
| 4. 10-31-23 | \$71.25 | Purchase of miscellaneous UAS equipment. |

• *QUANTITY AND ACQUISITION PLANS*

As of the end of 2023, the Police Department possesses the following type of “military equipment.” In the upcoming year, the law enforcement agency intends to acquire additional Unmanned Aircraft Systems to enhance operational capabilities.

1. *Unmanned Aircraft Systems*

- a. The police department currently owns 4 UASs.
 - i. One (1) DJI Magic Enterprise Advanced.
 - ii. One (1) DJI Magic Pro 2
 - iii. One (1) DJI Spark
 - iv. One (1) DJI Arvada

2. *40mm Less Lethal Launchers and Kinetic Energy Munitions*

- a. The police department currently owns one (1) 40mm Less Lethal Launcher and twenty-three (23) rounds of Exact Impact kinetic energy munitions.

3. *Unmanned Remotely Powered Ground Vehicle*

- a. The police department currently owns one (1) Unmanned Remotely Powered Ground Vehicle.

4. *Flashbang Grenades*

- a. The police department currently owns five (5) bodies and seven (7) reloads.

• *COMMUNITY ENGAGEMENT MEETING*

In compliance with section 5-14-5(D) of the Municipal Code, the Police Department will conduct a well-publicized and conveniently located community engagement meeting within thirty (30) days of submitting this report, tentatively scheduled for June 4, 2024. This meeting will provide an opportunity for the general public to discuss and inquire about the annual Military Equipment Report and related matters.

CONCLUSION

The Police Department remains committed to maintaining transparency and accountability in its use of military equipment. This annual report serves as a testament to our ongoing efforts to ensure the responsible and justified utilization of these resources in serving and protecting the community of Reedley.

ATTACHMENT(S)

- Copy of Reedley City Ordinance

CHAPTER 14

MILITARY EQUIPMENT

SECTION:

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 Military Equipment

5-14-6: Severability

5-14-1: NAME OF ORDINANCE:

This chapter shall be known as the Military Equipment Use Ordinance. (Ord. 2022-003, 4-26-2022)

5-14-2: DEFINITIONS:

The following terms shall apply to this chapter as written unless context indicates or requires a different meaning:

| | |
|------------------------|---|
| CITY: | Any department, agency, bureau, and/or subordinate division of the City of Reedley. |
| CITY COUNCIL: | The governing body that is the Reedley City Council. |
| EXIGENT CIRCUMSTANCES: | 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. |
| | <p>Includes all of the following (Per CA Gov. Code §7070):</p> <ol style="list-style-type: none"> 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.

MILITARY EQUIPMENT:

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

MILITARY EQUIPMENT USE POLICY:

| | |
|--------------------|--|
| | 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. |
| POLICE DEPARTMENT: | Any division, section, bureau, employee, volunteer and/or contractor of the Reedley Police Department. |
| STATE AGENCY: | 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. |
| TYPE: | Each item that shares the same manufacturer model number. (Ord. 2022-003, 4-26-2022) |

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 thirty (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). (Ord. 2022-003, 4-26-2022)

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 thirty (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 ninety (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. (Ord. 2022-003, 4-26-2022)

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 thirty (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. (Ord. 2022-003, 4-26-2022)

5-14-6: 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. (Ord. 2022-003, 4-26-2022)

#7

The meeting of the Reedley Traffic Safety Commission was held Thursday, December 14, 2023 in the City of Reedley Council Chambers, 845 "G" Street, Reedley. Commissioner, Sergeant Lowery called the meeting to order at 5:37 p.m.

ROLL CALL

Commissioners Present: Dale Kennedy 5:40 pm, Tim Jantzen, Todd Lowery, and Esther Ramos

Commissioners Excused: Andrea Serrano

City Staff Present: Marilu Morales, City Engineer and Angelina Barajas, Administrative Assistant.

PUBLIC DISCUSSION:

None.

APPROVAL OF MINUTES

Commissioner Jantzen motioned, and Commissioner Ramos seconded, to approve the minutes of the Meeting on December 14, 2023. Motion Carried by the following vote:

| | |
|----------|----------------------------|
| Ayes: | Jantzen, Ramos and Lowery. |
| Noes: | None. |
| Abstain: | None. |
| Absent: | Serrano |

OLD BUSINESS

None.

NEW BUSINESS

2a. REQUEST TO PLACE "KEEP CLEAR" PAVEMENT MARKINGS AND "DO NOT BLOCK INTERSECTION" ON REED AVENUE

Commissioner Jantzen motioned, and Commissioner Ramos seconded to approve but extending the limit line to the gutter pan to the gutter pan and with the amended limits recommended by the commission. Motion unanimously carried.

COMMISSION/ STAFF COMMENTS/ REPORTS

1. City Engineer, Marilu Morales mentioned upcoming projects- Manning Phase 3, E Street Reconstruction, 11th Street, North, Hollywood, and Acacia Avenues, Dinuba Avenue, Jefferson school side walk improvements, Manning Bridge, and Mr. Car wash.
2. Chairman, Dale Kennedy Mentioned concerns: Mountain View School Added New Portables and removed a handicapped parking spot. The residents have requested to have the handicapped parking brought back.

ADJOURNMENT

The meeting adjourned at 6:28 p.m.

ATTEST:



Marilu S. Morales, Secretary



Dale Kennedy, Chairman
Reedley Traffic Safety Commission