

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

September 6, 2022

ITEM NO: 1.a.

SUBJECT: Consideration of a Resolution Authorizing the City to Continue with Teleconferenced Public Meetings Pursuant to Assembly Bill 361

BACKGROUND: On September 16, 2021, the California legislature passed Assembly Bill ("AB") 361, which amends Government Code Section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a state of emergency, and meeting during a proclaimed state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

DISCUSSION: In order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days. In addition, AB 361 requires the City to make specified findings every 30 days thereafter. City Council initially approved Resolution No. 2021-57R on September 27, 2021 and subsequently Resolution No. 2021-60R on October 18, 2021, Resolution No. 2021-67R on November 15, 2021, Resolution No. 2021-70R on December 6, 2021, Resolution No. 2021-72R on December 21, 2021, Resolution No. 2022-1R on January 18, 2022, Resolution No. 2022-6R on February 7, 2022, Resolution No. 2022-15R on March 7, 2022, Resolution No. 2022-28R on April 4, 2022, Resolution No. 2022-38R on May 2, 2022; Resolution No. 2022-42R on June 7, 2022; Resolution No. 2022-46R on June 20, 2022; and Resolution No. 2022-54R on July 18, 2022; and Resolution NO. 2022-77R on August 15, 2022.

RECOMMENDATION: If the City Council wishes to Continue with Remote Teleconference Meetings, the Council should adopt the attached Resolution Authorizing Remote Teleconference Public Meetings by the City Council and Commissions of the City in Accordance with Assembly Bill 361.

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – R

**A RESOLUTION OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING
CONTINUED USE OF REMOTE TELECONFERENCING PROVISIONS (AB 361)**

WHEREAS, the City Council of the City of Selma (“City Council”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

WHEREAS, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

WHEREAS, the City Council recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

WHEREAS, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

WHEREAS, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, in order for the City Council to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the City Council to conduct teleconferenced meetings for a period of thirty (30) days; and

WHEREAS, the City Council initially approved Resolution No. 2021-57R on September 27, 2021; and

WHEREAS, on October 18, 2021, the City Council approved Resolution No. 2021-60R; and

WHEREAS, on November 15, 2021, the City Council approved Resolution No. 2021-67R; and

WHEREAS, on December 6, 2021, the City Council approved Resolution No. 2021-70R; and

WHEREAS, on December 21, 2021, the City Council approved Resolution No. 2021-72R; and

WHEREAS, on January 18, 2022, the City Council approved Resolution No. 2022-1R; and

WHEREAS, on February 7, 2022, the City Council approved Resolution No. 2022-6R; and

WHEREAS, on March 7, 2022, the City Council approved Resolution No. 2022-15R; and

WHEREAS, on April 4, 2022, the City Council approved Resolution No. 2022-28R; and

WHEREAS, on May 2, 2022, the City Council approved Resolution No. 2022-38R; and

WHEREAS, on June 7, 2022, the City Council approved Resolution No. 2022-42R; and
WHEREAS, on June 20, 2022, the City Council approved Resolution No. 2022-46R; and
WHEREAS, on July 18, 2022, the City Council approved Resolution No. 2022-54R; and
WHEREAS, on August 15, 2022, the City Council approved Resolution No. 2022-77R; and
WHEREAS, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and

WHEREAS, the California Occupational and Safety Health Administration (OSHA) continues to recommend certain social distancing requirements, as described in detail in California Code of Regulations Title 8, section 3205 Covid Prevention; and

WHEREAS, the Fresno County Department of Public Health supports the well-being of its communities and County residents and recommends ways to slow the spread of COVID-19 including through social distancing (i.e., “staying at least 6 feet (about 2 arm lengths) from others who don’t live with you” and by avoiding crowds. The Fresno County Department of Public Health states “[t]he more people you are in contact with, the more likely you are to be exposed to COVID-19.”

WHEREAS, the City Council hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

WHEREAS, the City Council is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the City Council is conducting meetings during a state of emergency and OSHA recommends measures to promote social distancing; and/or

BE IT FURTHER RESOLVED, that the City Council has determined that given the state of emergency, holding in-person only meetings would present imminent risks to the health or safety of attendees.

BE IT FURTHER RESOLVED, that the actions taken by the City Council through this resolution shall be applied to all City committees and commissions governed by the Brown Act unless otherwise desired by that committee/commission.

BE IT FURTHER RESOLVED, the City Council authorizes the City Manager or their designee(s) to take all actions necessary to conduct City Council meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution after which the City Council will again reconsider the circumstances of the state of emergency.

PASSED AND ADOPTED by the Selma City Council on this 6th day of September 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

(Signatures on the following page)

ATTEST:

Scott Robertson, Mayor

Reyna Rivera, City Clerk

CITY MANAGER'S/STAFF'S REPORT
REGULAR CITY COUNCIL MEETING DATE:

September 6, 2022

ITEM NO: 1.b.

SUBJECT: Consideration of an Agreement for Services between the Fresno County Rural Transit Agency and the City of Selma, permitting the Selma Police Department to perform periodic safety checks on FCRTA's transit vehicles

DISCUSSION:

FCRTA provides regular transit services through Rural Fresno County, including the City of Selma. In order to ensure the safety of the FCRTA's passengers, FCRTA has requested and received assistance from the Selma Police Department in the form of periodic safety checks while their vehicles are in the city limits of Selma. A minimum of once per day per week (Monday-Saturday), as staffing allows, a uniformed officer will board the stopped FCRTA vehicle at its designated bus stop. The officer will make a visual observation of the interior of the bus, greet the driver, assist passengers & the driver with any questions or concerns, and provide bus shelter safety & security presence. The City also has, and will continue, to provide all documents in its possession not protected by attorney-client privilege related to those services to the FCRTA. FCRTA will compensate the City for the services as described in Section III of the Agreement. The term of the agreement is for a period of one year (July 1, 2022 thru June 30, 2023) and will compensate the City in an amount not to exceed the sum of \$10,000.00.

FISCAL IMPACT:

The Selma Police Department would not incur any additional cost to provide the services of this agreement. \$10,000 will be received by the City and allocated to General Fund – 100.

RECOMMENDATION: Authorize the City Manager to execute the Agreement for Services between the Fresno County Rural Transit Agency and the City.

Rudy Alcaraz, Chief of Police

Fernando Santillan, City Manager

**AGREEMENT FOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE
CITY OF SELMA**

This AGREEMENT, made and entered into this 1st day of July, 2022 (hereinafter referred to as “Effective Date”) by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a California joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF SELMA, a California municipal corporation and general law city (hereafter referred to as "CITY"). FCRTA and CITY are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcement, safety, security, and other services as described in this Agreement to FCRTA vehicles and facilities operating within CITY’S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

I. CITY’S OBLIGATIONS

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY shall complete and submit the FCRTA Police Officer Observation Report attached hereto as Exhibit A and incorporated herein by reference.

C. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

II. FCRTA's OBLIGATIONS

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

III. COMPENSATION AND INVOICING

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$10,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$95.37 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either Party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;
3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

V. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CITY shall have absolutely no right to employment rights and benefits available to FCRTA employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save FCRTA harmless from all matters relating to payment of CITY's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to FCRTA or to this Agreement.

VI. ASSIGNMENT

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a Party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

VII. BINDING NATURE OF AGREEMENT; MODIFICATION

The Parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the Parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

VIII. INDEMNITY

The CITY and FCRTA (hereafter individually referred to as a “PARTY”) shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY’s obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

IX. NON DISCRIMINATION AND DBE

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

X. INSURANCE

Without limiting either Parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.
- E. Workers compensation insurance as required by law.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

No subcontractor of CITY shall not cancel or change any insurance policy required by this Agreement without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of all insurance policies required by this Agreement to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

XI. CONFLICT OF INTEREST

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

XII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the Effective Date above and shall remain in full force and effect through June 30, 2023, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

XIII. NOTICES

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, at such addresses set forth below:

FCRTA
Moses Stites, General Manager
Fresno County Rural Transit Agency
2035 Tulare, Suite 201
Fresno, CA 93721

CITY
Fernando Santillan, City Manager
City of Selma
1710 Tucker Street
Selma, CA 93662

For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies, any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, commencing with section 810).

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XIV. VENUE; GOVERNING LAW

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

XV. LEGAL AUTHORITY

Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Agreement, and that the individual signing this Agreement on behalf of such Party has been duly authorized to execute this Agreement on behalf of such Party, and will, by signing this Agreement on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Agreement. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Agreement in order for such Party to authorize, enter into, and perform its obligations under this Agreement, or that if such approval or consent to this Agreement is required, that such approval or consent has been obtained.

XVI. DRUG FREE WORK PLACE

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

XVII. FEDERAL FUNDS

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation."

XVIII. REPRESENTATION BY COUNSEL

Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement.

XIX. CONSTRUCTION OF AGREEMENT

The Parties hereby acknowledge that they and their respective counsel have cooperated in the drafting and preparation of this Agreement, for which reason this agreement shall not be construed against any Party as the drafter thereof.

XX. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

XXI. COMPLETE AGREEMENT

This Agreement represents the full and complete understanding of the parties with respect to the subject matter hereof, and all preliminary negotiations and oral or written agreements with respect thereto are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written instrument signed by both Parties. No waiver of any provision of this Agreement will be valid unless and until it is in writing and signed by the Party making the waiver. Waiver by either Party at any time of a breach or default of this Agreement shall not be deemed a waiver of or consent to a breach or default of the same or any other provision of this Agreement.

XXII. ASSIGNMENT/TRANSFER

No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of the FCRTA.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By _____
MOSES STITES, General Manager

CITY OF SELMA

By _____
FERNANDO SANTILLAN, City Manager

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By _____
BRYAN ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
SELMA CITY ATTORNEY

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

September 6, 2022

ITEM NO: 1.c.

SUBJECT: Consider Amendment No. 1 to Regional Government Services (RGS)
Agreement for Finance and Human Resources Consulting Services

DISCUSSION: In the previous Fiscal Year 21-22, the City Council approved an agreement with Regional Government Services (RGS) for Finance and Human Resource Consulting Services. At the time, the not-to-exceed amount was set at \$121,000, which was based on the estimated number of hours which would be spent by RGS consultants on a variety of different projects and functions for the City.

It has taken longer than expected to fill positions in the Finance Department, an issue that many local agencies in California currently face. Also, the Finance Department previously found itself significantly behind on several aspects of its operations (i.e. timely audits, bank reconciliations, budget adoption, outdated policies, etc.), dating back to early 2021, if not earlier. This has led to RGS consultants spending more hours than expected getting the City caught up on some of those activities which were previously backlogged, and City staff are more than satisfied with the quality of their work to-date.

Additionally, on the Human Resources side, RGS has continually assisted staff with recruitments across all departments. Some of these recruitments have taken longer than expected because of the current job market and difficulty in identifying qualified candidates with local government experience.

These factors have contributed to the not-to-exceed-limit of \$121,000 being likely exhausted by mid-September, 2022. Staff expect that we will continue to require RGS' services until the end of the contract term (June 30, 2023) due to ongoing recruitments, needs related to HR policy development and other projects. However, City staff do expect that both the Finance Department and Human Resources Division will be fully staffed by the end of the calendar year 2022.

At this time, Staff recommends that the not-to-exceed (NTE) amount in the existing agreement with Regional Government Services (RGS) be increased by \$121,000 to a new NTE of \$242,000. The City will only be billed for time used and may not reach the full amount of the contract.

FISCAL IMPACT: Staff requests that the adopted FY 22-23 General Fund (100) – City Manager (1300) – Professional Services (600.400.000) budget be increased by \$121,000 to accommodate this previously unbudgeted expenditure.

RECOMMENDATION: Staff recommends that the City Council adopt the attached resolution approving and authorizing the City Manager to execute Amendment No. 1 to the Management and Administrative Services Agreement between the City of Selma and Regional Government Services.

Fernando Santillan, City Manager

RESOLUTION NO. 2022–

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT WITH REGIONAL GOVERNMENT SERVICES FOR FINANCE AND HUMAN RESOURCES CONSULTING SERVICES

WHEREAS, the City of Selma is in need of human resources and municipal finance assistance due to staff shortages and a significant increase in workload; and

WHEREAS, Regional Government Services (RGS) is a JPA which works exclusively for the benefit of public agencies experiencing staff shortages and increasing demands for services; and

WHEREAS, the not-to-exceed (NTE) amount in the original agreement between RGS and the City of Selma has proven to be insufficient due to the heavy workload and extended recruitment efforts; and

WHEREAS, both parties agree that an increase of \$121,000 to the original NTE to a total NTE amount of \$242,000 will likely be sufficient through the end of the contract term;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma approves and authorizes the City Manager to execute Amendment No. 1 to the Management and Administrative Services agreement between the City of Selma and Regional Government Services for Finance and Human Resources Consulting services.

PASSED, APPROVED AND ADOPTED this 6th day of September, 2022, by the following vote:

AYES: 0 COUNCIL MEMBERS:
NOES: 0 COUNCIL MEMBERS:
ABSTAIN: 0 COUNCIL MEMBERS:
ABSENT: 0 COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

**AMENDMENT NO. 1 TO MANAGEMENT AND ADMINISTRATIVE
SERVICES AGREEMENT**

This first amendment to the Management and Administrative Services Agreement between the **CITY OF SELMA** ("Agency") and Regional Government Services Authority, hereinafter called "RGS" is made and entered into this 25th day of August 2022.

RECITALS

The Agency and RGS entered into an Agreement for services dated April 11, 2022. This Amendment is entered into with reference to the following facts and circumstances:

- A. Section 3, Compensation, is amended to increase the Not To Exceed (NTE) amount by \$121,000, to a revised total of \$242,000.
- B. Exhibit B, Scope of Services, is amended to expand the Scope of Service to include the service as noted on the attached **Exhibit B.1**.
- C. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.


Dated: _____

Dated: 8/20/2022

Agency

RGS

Fernando Santillan, City Manager

DocuSigned by:


Richard H. Averett, Executive Director

City of Selma
Amendment #1 – Agreement dated 4/11/22

EXHIBIT B.1

Scope of Services. Subject to the terms and conditions of the above noted Agreement, the following services are added to the Scope of Services.

1. HUMAN RESOURCES SCOPE OF SERVICES

Provide immediate ongoing human resources consulting services to the Agency. Consulting services include implementation of work on identified priority projects, and also include the following activities as needed:

- 1.1. Provide professional advice regarding best practice to facilitate the effective and compliant administration of Agency's human resources related policies and practices, legal compliance, and payroll practices.
- 1.2. Develop, conduct, and manage general and executive level recruitment projects.
- 1.3. Coordinate and assist with leave management, including but not limited to workers' compensation, medical leaves, and reasonable accommodation.
- 1.4. Draft required communications, including administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and transactions.
- 1.5. Conduct salary surveys of comparable agencies.
- 1.6. Development or review of classification descriptions and FLSA designation and recommend updates as needed.
- 1.7. Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
- 1.8. As needed, provide professional guidance and assistance to Agency staff in the areas of performance management, training development, compensation, and benefits.
- 1.9. As needed, review payroll processes and practices to ensure compliance with state and federal laws and best practices.
- 1.10. As needed, benefit review and analyze of administration; assist with benefit selection and administration.
- 1.11. As needed, draft specific documentation relevant to resolving a range of human resources issues; coach managers as needed on effective actions and communications to achieve resolution; coach supervisors on conducting sensitive personnel conversations.
- 1.12. As needed, update HR systems documentation for current best practices.
- 1.13. As needed, review of the occupational safety policies, resources and administrative systems to ensure legal compliance and best practices.

City of Selma
Amendment #1 – Agreement dated 4/11/22

EXHIBIT B.1 (continued)

2. FINANCE SCOPE OF SERVICES

RGS staff will not provide direct services to customers of the City of Selma; otherwise, services may be within any of the RGS service areas, including but not limited to:

- 2.1 Provide immediate ongoing consultative services to the Agency.
- 2.2. Analyze a variety of financial information and recommend appropriate management action.
- 2.3. Meet with management, key staff, and other relevant stakeholders to identify current practices and issues.
- 2.4. Provide professional consulting expertise to facilitate the ongoing development of the FY 2023 City Budget.
- 2.5. Provide expertise, coaching, and advice regarding best practices for processing payroll and benefits.
- 2.6. Provide professional expertise and coaching to Finance Staff in the provision of financial and other staff reports to Agency Leadership.
- 2.7. Provide professional and advice and services to facilitate the effective completion of the year-end accounting close, annual audit and preparation of financial statements.
3. Be reasonably available to perform the services during the normal work week. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS Lead Advisor or Advisors.
4. RGS will maintain open communication lines with Agency staff through written documentation, video conference calls, phone, and e-mail.
5. The work will be done remotely or onsite. RGS Advisors may only work onsite with the authority of the RGS Human Resources Services Director.
6. Projects and activities may be modified on request of the Agency. Agency will only be invoiced for the actual hours worked.
7. The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at Lead Advisor's discretion.

Certificate Of Completion

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Fernando Santillan, Selma City Manager

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fernandos@cityofselma.com

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City Manager

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Richard Averett

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raverett@rgs.ca.gov

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Executive Director

Signed: 8/20/2022 7:22:42 PM

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Chris Paxton



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cpaxton@rgs.ca.gov

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Signing Complete	Security Checked	8/20/2022 7:22:42 PM
Payment Events	Status	Timestamps



**REGIONAL
GOVERNMENT
SERVICES**

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RGS is committed to reducing paper waste by converting to electronic processes. Toward these waste reduction goals, RGS uses DocuSign to digitally sign and execute our Agreements. DocuSign provides a secure and legally binding digital signature process which eliminates the need for printing and distribution of documents for signature. Additionally, and especially under the current health and safety restrictions, RGS requests that agencies use electronic payment methods whenever possible to reduce mailing and paper expenses. RGS requests your assistance with meeting these waste reduction goals by joining us in the use of DocuSign and electronic payment methods during our collaboration.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 11th day of April 2022, by and between the **CITY OF SELMA**, a municipal Agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. Term of Agreement and Termination.

- 2.1** Services shall commence on or about April 11, 2022, and this Agreement is anticipated to remain in force to June 30, 2023, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91st) continuous day with no billable service hours. After the ninety-first (91st) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment for services under this Agreement shall not exceed \$121,000 and shall be as provided in the **Exhibits**.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:
- 5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.
- 5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**.

5.4 RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)

5.5 Agency shall not have any right to discharge any employee of RGS from RGS employment.

5.6 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. General Liability Coverage. RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

6.4.3 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and

with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.

- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and

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warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 8.3 RGS Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 RESERVED

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) ("Retirement Program"), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency's Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency's employees, Agency shall inform RGS within five days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency's Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: City of Selma
1710 Tucker Street
Selma, CA 93662

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

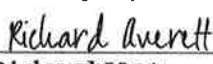
DATED: _____

Agency

By: 
Fernando Santillan, City Manager

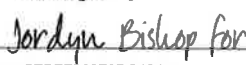
DATED: 4/5/2022

Regional Government Services Authority

By: 
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: 4/6/2022

By: 
Sky Woodruff, Authority Counsel

Edit approved by RGS counsel 4/1/22

- Section 17.2 struck & reserved to preserve sequencing.

Exhibit A

Compensation.

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the Parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically. Please contact RGS for electronic payment instructions —

Jefferson Kise, MBA, RGS Finance and Operations Manager
(831) 308-2718 | jkise@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority
PO Box 1350 | Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Christina Arias, HR Manager	christinaA@cityofselma.com

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Christina Arias, HR Manager	christinaA@cityofselma.com

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall perform the functions as described below.

HR RECRUITMENT SCOPE OF SERVICES

- Provide immediate ongoing human resources consulting services to the Agency. Consulting services include implementation of work on identified priority projects, and also include the following activities as needed:
 - Provide professional advice regarding best practice to facilitate the effective and compliant administration of Agency's human resources related policies and practices, legal compliance, and payroll practices.
 - Develop, conduct, and manage general and executive level recruitment projects.
 - Coordinate and assist with leave management, including but not limited to workers' compensation, medical leaves, and reasonable accommodation.
 - Draft required communications, including administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and transactions.
 - Conduct salary surveys of comparable agencies.
 - Development or review of classification descriptions and FLSA designation and recommend updates as needed.
 - Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
 - As needed, provide professional guidance and assistance to Agency staff in the areas of performance management, training development, compensation, and benefits.
 - As needed, review payroll processes and practices to ensure compliance with state and federal laws and best practices.
 - As needed, benefit review and analyze of administration; assist with benefit selection and administration.
 - As needed, draft specific documentation relevant to resolving a range of human resources issues; coach managers as needed on effective actions and communications to achieve resolution; coach supervisors on conducting sensitive personnel conversations.
 - As needed, update HR systems documentation for current best practices.
 - As needed, review of the occupational safety policies, resources and administrative systems to ensure legal compliance and best practices.
- Be reasonably available to perform the services during the normal work week. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS Lead Advisor or Advisors.
- RGS will maintain open communication lines with Agency staff through written documentation, video conference calls, phone, and e-mail.
- The work will be done remotely or onsite. During the COVID-19 pandemic restrictions, RGS Advisors may only work onsite with the authority of the RGS Human Resources Services Director.

- Projects and activities may be modified on request of the Agency. Agency will only be invoiced for the actual hours worked.
- The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at Lead Advisor's discretion.

FINANCE SCOPE OF SERVICES

- RGS staff will not provide direct services to customers of the City of Selma; otherwise, services may be within any of the RGS service areas, including but not limited to:
 - Provide immediate ongoing consultative services to the Agency.
 - Analyze a variety of financial information and recommend appropriate management action.
 - Meet with management, key staff, and other relevant stakeholders to identify current practices and issues.
 - Provide professional consulting expertise to facilitate the ongoing development of the FY 2023 City Budget.
 - Provide professional expertise and coaching to Finance Staff in the provision of financial and other staff reports to Agency Leadership.
 - Provide professional and advice and services to facilitate the effective completion of the year-end accounting close, annual audit and preparation of financial statements.
- Be reasonably available to perform the services during the normal work week. Work will generally be performed off-site.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager, and with the RGS project lead.
- Perform other duties as are consistent with the services described herein and approved by the RGS service advisor.

CITY MANAGER'S/STAFF'S REPORT
REGULAR CITY COUNCIL MEETING DATE:

September 06, 2022

ITEM NO: 1.d.

SUBJECT: Declaring Surplus and Sale, Donation or Disposal of City Property

RECOMMENDATION: Adopt a Resolution declaring the vehicles on the Surplus Vehicle List as surplus, and authorize the sale, donation or disposal of the vehicles.

DISCUSSION: Multiple City departments are requesting the Selma City Council's approval to declare as surplus the vehicles listed below and to authorize the sale, donation or disposal of said vehicles. Given the age, mileage and general condition of these vehicles, the use of these vehicles are no longer cost-effective for the City or are safe to deploy for the use of public safety.

Unit #	Dept.	Year	Use	Unit Description	License	Vin/Serial #	Notes
172	2200	2008	Police Patrol	Ford Crown Vic	1268974	2FAFP71V78X151820	High mileage & engine issues
176	2200	2008	Police Patrol	Ford Crown Vic	1330875	2FAHP71V28X169280	High mileage & engine issues
178	2200	2011	Police Patrol	Ford Crown Vic	1390715	2FABP7BV9BX179946	High mileage & engine issues
89	2200	2015	Police Patrol/Traffic	Zero Motorcycle	3006279	538SD7Z25FCB05306	Motor and electrical issues

RECOMMENDATION: Adopt a Resolution declaring the vehicles on the Surplus Vehicle List as surplus, and authorize the sale, donation or disposal of the vehicles.

Rudy Alcaraz, Chief of Police

Fernando Santillan, City Manager

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, DECLARING CERTAIN EQUIPMENT SURPLUS AND
AUTHORIZING THEIR SALE, DONATION, OR DISPOSAL**

WHEREAS, in accordance with the provisions of Government Code Section 37350, the City is permitted to dispose of personal property for the common benefit; and

WHEREAS, the City desires to declare certain equipment to be surplus. A description of said equipment is attached hereto as “Exhibit A”.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

Section 2. Given the age and condition of the various equipment set forth in Exhibit A, said equipment has become obsolete and replaced with new, reliable equipment, the City Council hereby declares the various equipment as surplus property.

Section 3. The City Manager is hereby directed to sell, donate or dispose of the surplus equipment, and take all actions necessary to effectuate the direction set forth in this Resolution.

Section 4. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 6th day of September 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

ATTEST:

Scott Robertson, Mayor

Reyna Rivera, City Clerk

Exhibit A
Surplus Vehicles – 09-06-2022

Unit #	Dept.	Year	Use	Unit Description	License	Vin/Serial #	Notes
172	2200	2008	Police Patrol	Ford Crown Vic	1268974	2FAFP71V78X151820	High mileage & engine issues
176	2200	2008	Police Patrol	Ford Crown Vic	1330875	2FAHP71V28X169280	High mileage & engine issues
178	2200	2011	Police Patrol	Ford Crown Vic	1390715	2FABP7BV9BX179946	High mileage & engine issues
89	2200	2015	Police Patrol/Traffic	Zero Motorcycle	3006279	538SD7Z25FCB05306	Motor and electrical issues

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING DATE:**

September 06, 2022

ITEM NO: 1.e.

SUBJECT: Consideration of a Resolution Approving and Adopting the 2023 Health Insurance Maximum Allowances (Caps) for Eligible City Employees

DISCUSSION: Since joining the CalPERS Health Insurance Plan in 2001, the City Council has established the maximum allowances (caps) for medical insurance by utilizing the two lowest premiums of the medical plans that are offered by CalPERS. For 2023 the two lowest premiums are PERS Gold PPO and Kaiser Permanente HMO.

It has also been a long standing practice to establish the maximum allowances (caps) for the dental and the vision insurance plans based on the premiums for these plans. The 2023 premiums for the dental and the vision plans remain the same as 2022.

Therefore, City Staff is proposing that the Council approve the Kaiser Permanente HMO premiums as the 2023 maximum allowances (caps) for the medical insurance. This would result in an increase of 7.11% from the 2023 maximum allowances (caps) for the medical insurance. Further, City Staff is recommending that the 2023 maximum allowances (caps) for the dental and the vision plans remain the same as the 2022 maximum allowances (caps). Please refer to attached document.

The following resolution will approve the proposed 2023 maximum allowances (caps) paid by the City for each employee's health insurances from January 1 through December 31, 2023.

RECOMMENDATION: Adopt the Resolution Approving and Adopting the 2023 Health Insurance Maximum Allowances (Caps) for Eligible City Employees.

Christina Arias, Human Resources Manager

Fernando Santillan, City Manager

RESOLUTION NO. 2022- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING AND ADOPTING THE 2023 HEALTH INSURANCE MAXIMUM ALLOWANCES (CAPS) FOR ELIGIBLE CITY EMPLOYEES

WHEREAS, since joining the CalPERS Health Insurance Plan in 2001, the City Council has established the maximum allowances (caps) for medical insurance by utilizing the two lowest premiums of the medical plans that are offered by CalPERS. For 2023, the two lowest premiums are PERS Gold PPO and Kaiser Permanente HMO; and

WHEREAS, it has also been a long standing practice to establish the maximum allowances (caps) for the dental and the vision insurance plans based on the premiums for these plans; and

WHEREAS, City Staff recommends that the City Council approve the proposed 2023 maximum allowances (caps) based on the Kaiser Permanente HMO premiums as shown in Exhibit A, attached hereto and incorporated herein by reference, which will result in a slight increase of 7.11% from the 2022 maximum allowances.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

Section 2. The proposed 2023 maximum allowances (caps) as set forth in Exhibit A are hereby approved.

Section 3. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 6th day of September 2022, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

Exhibit A

CalPERS OPEN ENROLLMENT PERIOD for Health Insurance – September 19th - October 14th, 2022 **Dates for Citywide Open Enrollment Not Yet Scheduled**

Medical Insurance: Since joining CalPERS Health Insurance Plan in 2001, the City Council has established the maximum allowance (or cap) by utilizing the two lowest premiums. For 2023 the two lowest premiums are PERS Gold PPO and Kaiser Permanente HMO. Therefore, for the 2023 maximum allowance (or cap) we are proposing the council approve the Kaiser Permanente HMO premiums as the maximum allowance, which would result in an **increase of 7.11%** from the 2022 maximum allowance.

Proposed Health Insurance Caps

Beginning 2023 the maximum allowances (or caps) would be:

	Proposed 2023 Caps	2022 Caps
Employee only	756.21	706.02
Employee + 1	1,512.42	1,412.04
Employee + 2 +	1,966.15	1,835.65

The employees will continue to pay -0- to 10% plus the difference between the cap and the premium if they choose a plan with a higher premium, based on the established arrangement.

Dental Insurance

The allotted premium amount will remain \$80.00/month.

Vision Insurance

The allotted premium amount will remain \$16.36/month.

Employees will continue to pay -0- to 10% out of pocket for these policies under the established arrangement.

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80065	08/04/22	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 6/23-7/22/22	PARTIAL R	80,426.47
80066	08/04/22	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASE -AUG 2022		2,257.57
80067	08/04/22	Printed	UMPQUA BANK	2015 REFI BOND		44,373.55
80068	08/04/22	Printed	UNDERGROUND SERVICE ALERT	CA STATE FEE FOR REGULATORY FEE 7/1/22-6/30/23		2,837.55
80069	08/04/22	Printed	UNITY IT	MDT MANAGED SERVICES -JUNE 22		3,961.87
80070	08/04/22	Printed	VERIZON WIRELESS	AIRCARDS 6/19/22-7/18/22		833.48
80071	08/04/22	Printed	VINCENT COMMUNICATIONS INC	MOTOROLA MONITORS -FD		1,545.77
80072	08/04/22	Printed	SAVANNAH WEST	CHOREOGRAPHY FOR MOANA JR		200.00
80073	08/04/22	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES 5/31/22-6/30/22		6,120.00
80074	08/04/22	Printed	WREN WILSON	CHOREOGRAPHY FOR MOANA JR		150.00
80075	08/11/22	Printed	KAYCEE BAUER	VOCAL DIRECTING FOR MOANA JR		400.00
80076	08/11/22	Printed	CORE BUSINESS INTERIORS	FURNITURE FOR POLICE STATION		4,977.01
80077	08/11/22	Printed	DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING APR-JUNE 22		3,720.50
80078	08/11/22	Printed	SHANNAH ESTEP	VOCAL DIRECTOR FOR SPONGEBOB		100.00
80079	08/11/22	Printed	FORTNER'S AUTO SERV & TOWING	EVIDENCE CASE# 22-2265		302.00
80080	08/11/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 7/20/22		396.00
80081	08/11/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 7/27/22		797.10
80082	08/11/22	Printed	RAUL R HERRERA JR / ECN POLYGRAPH & INVESTIGATIONS	POLYGRAPH SERVICES 7/27/22		600.00
80083	08/11/22	Printed	KIMBERLEY PAIGE HILL	CAST SHIRTS FOR MOANA JR		1,684.32
80084	08/11/22	Printed	MV PUBLIC TRANSPORTATION, INC.	SENIOR TRIP -TABLE MOUNTAIN CASINO	R	145.00
80085	08/11/22	Printed	LANCE PEARCE	BICYCLE PATROL/TACTICAL WEAPON TRAINING PER DIEM 8/21-8/26/22	R	275.00
80086	08/11/22	Printed	PG&E	UTILITIES -JULY 2022		4,730.72
80087	08/11/22	Printed	THOMAS R & AIMII REDEMER	MOANA JR POSTERS AND POSTCARDS		667.49
80088	08/11/22	Printed	GLORIA SALAS	SENIOR TRIP CANCELLATION		170.00
80089	08/11/22	Printed	LYNETTE SASAKI	SENIOR TRIP CANCELLATION		340.00
80090	08/11/22	Printed	GLENDA LEANNE DAWN STEWART	CAMP ROCK SET SUPPLIES		68.51
80091	08/11/22	Printed	SUN LIFE	EMPLOYEE INSURANCE -AUGUST 22		1,730.51
80092	08/11/22	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE -AUGUST 2022		2,126.80
80093	08/11/22	Printed	WILLDAN ENGINEERING	PROFESSIONAL SERVICES -6/30/22		3,378.00
80094	08/18/22	Printed	ACTION TOWING AND DIVE TEAM	EVIDENCE TOWING -JULY 2022		279.00
80095	08/18/22	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES		24.20
80096	08/18/22	Printed	AT&T	TELEPHONE 7/4/22-8/3/22		1,616.53
80097	08/18/22	Printed	AT&T	TELEPHONE 7/4/22-8/3/22		93.01
80098	08/18/22	Printed	AT&T	TELEPHONE 7/4/22-8/3/22		119.22
80099	08/18/22	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 7/1-7/31/22		389.07
80100	08/18/22	Printed	BANNER PEST CONTROL INC	PEST CONTROL -JULY 2022		441.00
80101	08/18/22	Printed	BAUER COMPRESSORS INC.	LEATHER BOOTS		808.86
80102	08/18/22	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 7/31/22		340.00
80103	08/18/22	Printed	COMCAST	INTERNET SERVICE -AUGUST 2022		821.45
80104	08/18/22	Printed	COMCAST	PD TO FCSO -AUGUST 2022		708.64
80105	08/18/22	Printed	COOK'S COMMUNICATION CORP	SERVICE ENGINE 111		255.00
80106	08/18/22	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -JULY 2022		481.25
80107	08/18/22	Printed	PAUL DEMMERS	PARAMEDIC RECERTIFICATION REIMBURSEMENT		298.00
80108	08/18/22	Printed	EMPLOYMENT DEVELOPMENT DEPT.	UNEMPLOYMENT 4/1/22-6/30/22		13,461.00
80109	08/18/22	Printed	ENTENMANN-ROVIN CO.	LAPEL PINS AND BADGES -PD		1,088.84
80110	08/18/22	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -JULY 2022		5,540.31
80111	08/18/22	Printed	FRESNO COUNTY SHERIFF	RMS/JMS/CAD ACCESS FEES-AUG 22		489.74
80112	08/18/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		735.70
80113	08/18/22	Printed	GATEWAY ENGINEERING, INC.	20-088 CDBG 21651 DOWNTOWN ADA IMP, 20-031 CDBG 2019-2020, 20-031 CDBG 2019-2020 CONSTADM	G	31,435.00
80114	08/18/22	Printed	JESUS GOMEZ	GYM MEMBERSHIP REIMBURSEMENT		200.00
80115	08/18/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,938.11
80116	08/18/22	Printed	SARAH HERNANDEZ	PIONEER VILLAGE RENTAL REFUND		37.00
80117	08/18/22	Printed	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER UTILITIES 5/25-6,	R	1,761.71
80118	08/18/22	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS -PD		1,979.51
80119	08/18/22	Printed	KOSMONT & ASSOCIATES INC	INFRASTRUCTURE & FINANCING ANALYSIS -JULY 2022		6,123.00
80120	08/18/22	Printed	JARVIS LAMBORN	SENIOR TRIP CANCELLATION		300.00
80121	08/18/22	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		858.06

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80122	08/18/22	Printed	MCCAIN INC.	2033 SOFTWARE, CONTROLLERS & TRAFFIC SIGNAL CABINET		21,194.50
80123	08/18/22	Printed	METRO UNIFORM	EMS/PD REVOLVING ACCT	R	636.47
80124	08/18/22	Printed	MUNICIPAL EMERGENCY SERVICES	REPLACEMENT OF BATTERIES, GLASS AND LCD		188.27
80125	08/18/22	Printed	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES		567.12
80126	08/18/22	Printed	OOSOSHARP, LLC / SHARP	AMBULANCE BILLING -JULY 2022		319.94
80127	08/18/22	Printed	QUAD KNOFF, INC.	PLANNING SERVICES 4/3-4/30/22		17,600.50
80128	08/18/22	Printed	HUMBERTO SALAS	BICYCLE PATROL/TACTICAL WEAPON TRAINING PER I	R	275.00
80129	08/18/22	Printed	SPARKLETTTS	WATER SERVICE -CVTC	R	39.99
80130	08/18/22	Printed	STEAM CLEANERS, INC.	NOZZLES & COUPLERS FOR PRESSURE WASHER		80.41
80131	08/18/22	Printed	TELEFLEX LLC	MEDICAL SUPPLIES		1,729.43
80132	08/18/22	Printed	THOMAS J O'LAUGHLIN MD INC.	MEDICAL DIRECTOR -SEPT 2022		500.00
80133	08/18/22	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -AUGUST 2022		3,500.00
80134	08/18/22	Printed	VINCENT COMMUNICATIONS INC	DC POWER CABLE		988.07
80135	08/18/22	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE -JULY 2022		137,082.34
80136	08/18/22	Printed	ZEN FIRE & SAFETY	FIRE HOSE COUPLINGS		5,011.55
80137	08/25/22	Void		Void Check		0.00
80138	08/25/22	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 8/11 & 8/18/22		668.58
80139	08/25/22	Printed	AT&T	TELEPHONE -AUGUST 2022		35.28
80140	08/25/22	Printed	AT&T	INTERNET SERVICE -WEED & SEED 8/11/22-9/10/22		74.90
80141	08/25/22	Printed	AT&T	TELEPHONE 7/12/22-8/11/22		102.16
80142	08/25/22	Printed	AT&T	TELEPHONE 7/12/22-8/11/22		58.24
80143	08/25/22	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 7/12-8/11/22		1,738.88
80144	08/25/22	Printed	BENNY BACA / COOL AIR SPECIALTY	NEW 3 TON SYSTEM -FD ADMIN, REPLACED MERV13 FILTERS -PD, SERVICED SERVER ROOM-CH		12,320.00
80145	08/25/22	Printed	BANNER PEST CONTROL INC	INTERIOR & EXTERIOR -NEW PD		65.00
80146	08/25/22	Printed	LIANA J. BRIGHAM / PICTURE THIS	SUMMER SHIRTS -PW		452.96
80147	08/25/22	Printed	APPAREL & EMBROIDERY JAY WESLEY BROCK / TOP DOG	K9 BOARDING 7/5/22-8/11/22		360.00
80148	08/25/22	Printed	TRAINING CENTER CAL FIRE	CHIEF OFFICER 3D TRAINING		840.00
80149	08/25/22	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -JULY 2022		26,381.37
80150	08/25/22	Printed	ROD CARSEY / ROD CARSEY	PLAN CHECKS -JULY 2022		3,939.16
80151	08/25/22	Printed	CONSULTING LACIE CATES	COMMUNICATIONS TRAINING PER DIEM 9/5-9/9/22		75.00
80152	08/25/22	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		938.16
80153	08/25/22	Printed	CITY OF FRESNO	PERISHABLE SKILLS TRAINING 10/11-10/14/22	R	1,818.00
80154	08/25/22	Printed	COLLEGE OF THE SEQUOIAS	DRUG & ALCOHOL RECOGNITION		825.00
80155	08/25/22	Printed	COMCAST	INTERNET SERVICE -AMBULANCE 8/11/22-9/10/22		195.90
80156	08/25/22	Printed	CPCA	MEMBERSHIP RENEWAL		440.00
80157	08/25/22	Printed	DATAPATH LLC	NETCARE/ON SITE SUPPORT AUGUST 2022		12,002.60
80158	08/25/22	Printed	DELTA HEALTH SYSTEM	AMBULANCE OVERPAYMENT REIMB		129.42
80159	08/25/22	Printed	ELAVON SETTLEMENT RECOVERY	CREDIT CARD FEES SENIOR CENTER		539.77
80160	08/25/22	Printed	FIVE CITIES EDA	1st QUARTER DUES JULY-SEPT 22		1,387.68
80161	08/25/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		137.52
80162	08/25/22	Printed	GAR BENNETT LLC	PVC COUPLINGS		32.51
80163	08/25/22	Printed	MICHAEL CALEB GARCIA	PERISHABLE SKILLS TRAINING PER DIEM 8/30-9/2/22	R	44.00
80164	08/25/22	Printed	GEIL ENTERPRISES INC	JANITORIAL SERVICE -AUG 2022 2055 3RD ST		3,804.00
80165	08/25/22	Printed	GRID ALTERNATIVES	REFUND PERMIT #22-0327		181.24
80166	08/25/22	Printed	ANDREW GUZMAN	PERISHABLE SKILLS TRAINING PER DIEM 8/30-9/2/22	R	44.00
80167	08/25/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		2,735.02
80168	08/25/22	Printed	JUSTIN HILL / FAIL SAFE TESTING	LADDER TESTING		2,341.74
80169	08/25/22	Printed	IMAGETREND INC.	EPCR SOFTWARE		492.20
80170	08/25/22	Printed	KOEFRAN INDUSTRIES, INC.	EMPTY ANIMAL CONTROL FREEZER		163.86
80171	08/25/22	Printed	LIFE-ASSIST INC.	GRAHAM MEGAMOVER PORTABLE TRANSPORT UNIT		623.82
80172	08/25/22	Printed	LOZANO SMITH LLP	LEGAL SERVICES -JULY 2022		17,267.52
80173	08/25/22	Printed	METRO UNIFORM	NAME PLATES -FD		129.95
80174	08/25/22	Printed	MODIVCARE-LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		418.57
80175	08/25/22	Printed	DANIEL MURRIETA	SELMA PD CONFERENCE ROOM WALL WRAP		1,440.70
80176	08/25/22	Printed	NORIDIAN MEDICARE JE PART B	AMBULANCE OVERPAYMENT REIMB		395.47
80177	08/25/22	Printed	NORIDIAN MEDICARE JE PART B	AMBULANCE OVERPAYMENT REIMB		338.36
80178	08/25/22	Printed	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES		459.02

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80179	08/25/22	Printed	PBM SUPPLY & MFG., INC.	SPRAY HOSE		1.91
80180	08/25/22	Printed	DANIEL C. PERKINS	CHIEF OFFICER 3D TRAINING		2,750.00
80181	08/25/22	Printed	MATTHEW PETERS	REIMBURSEMENT FOR BOOTS		200.00
80182	08/25/22	Printed	PG&E	UTILITIES -AUGUST 2022		12.40
80183	08/25/22	Printed	PG&E	UTILITIES -AUGUST 2022		63.36
80184	08/25/22	Printed	PG&E	UTILITIES -AUGUST 2022		115.95
80185	08/25/22	Printed	PG&E	UTILITIES -AUGUST 2022		697.42
80186	08/25/22	Printed	PG&E	UTILITIES -AUGUST 2022		14.02
80187	08/25/22	Printed	PITNEY BOWES BANK INC	POSTAGE REFILL -CH		1,010.00
80188	08/25/22	Printed	PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE LEASE -PD 9/16/22-12/15/22		276.53
80189	08/25/22	Printed	PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE LEASE -CH 9/16/22-12/15/22		492.12
80190	08/25/22	Printed	REGENTS OF THE UNIVERSITY OF CALIFORNIA	NECROSCOPY EXAMS ON 5 CARCASS		2,975.00
80191	08/25/22	Printed	REGIONAL GOVERNMENT SERVICES	CONTRACT SERVICES -JULY 2022		14,551.00
80192	08/25/22	Printed	ALBERT PEREZ RODRIGUEZ / 4 SEASONS LAWN SERVICE	CLEAN UP 2024 HILLCREST	R	350.00
80193	08/25/22	Printed	SAMPSON,SAMPSON, AND PATTERSON	ACCOUNTING SERVICES -JULY 2022		5,000.00
80194	08/25/22	Printed	SANTA MARIA CALIFORNIA NEWS	PH NOTICE -SIGN REMOVAL		137.81
80195	08/25/22	Printed	FERNANDO SANTILLAN	TRAVEL REIMB, RECRUITMENT LUNCH, ADMIN ASSIST DAY REIMB		1,445.10
80196	08/25/22	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -SEPTEMBER 22		8,163.57
80197	08/25/22	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	BACKFLOW REPLACEMENTS		2,197.25
80198	08/25/22	Printed	STATEWIDE TRAFFIC SAFETY AND	GREEN MARKING PAINT		103.54
80199	08/25/22	Printed	STRYKER SALES CORPORATION	AED		50,471.52
80200	08/25/22	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING -PD		190.00
80201	08/25/22	Printed	THE MOWER'S EDGE INC.	LAZER Z MOWER -PW		49,271.08
80202	08/25/22	Printed	JOSE ANTONIO UGAZ	CHAIN SAW PART REIMB. -FD		20.00
80203	08/25/22	Printed	UNITY IT	MDT MANAGED SERVICES -JULY 22		3,940.17
80204	08/25/22	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION -PD		72.00
80205	08/25/22	Printed	VINCENT COMMUNICATIONS INC	TRUCK 111 GPS SETUP		1,950.82
80206	08/25/22	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES 7/5/22-7/29/22		6,030.00
80207	08/25/22	Void		Void Check		0.00
80208	08/25/22	Printed	YAMABE & HORN ENGINEERING, INC	2022-23 LLMD		38,829.35
80209	08/25/22	Printed	ZUMAR INDUSTRIES, INC.	BLADES/POSTS FOR STREET SIGNS		4,943.38
					TOTAL	724,724.88

Grant: G PD State Appropriation: PDSA (457) Reimbursement: R

WIRE/EFT			
08/29/22	US BANK	RDA Bond 2010A	381,910.66

US BANK INVOICE FOR CALCARD CHARGES: 6/23/22-7/22/22

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
AMY SMART	7/14/2022	THE HOME DEPOT	CVTC SUPPLIES	274-1600-600.250.000	401.17
AMY SMART	7/19/2022	AMAZON	NATIONAL NIGHT OUT SUPPLIES	800-0000-121.000.000	94.37
CALEB GARCIA	6/23/2022	VILLA STORE MART, CLOVIS CA	FUEL-ACT	269-2100-600.257.000	107.54
CALEB GARCIA	6/27/2022	FAST N ESY, KINGSBURG CA	FUEL-ACT	269-2100-600.257.000	92.13
CALEB GARCIA	6/28/2022	AMAZON MARKETPLACE, WA	EQUIPMENT-ACT	269-2100-600.350.000	272.41
CALEB GARCIA	6/28/2022	AMAZON MARKETPLACE, WA	EQUIPMENT-ACT	269-2100-600.350.000	143.02
CALEB GARCIA	6/28/2022	AMAZON MARKETPLACE, WA	EQUIPMENT-ACT	269-2100-600.350.000	870.96
CALEB GARCIA	6/30/2022	CHEVRON, REEDLEY CA	FUEL-ACT	269-2100-600.257.000	80.00
CALEB GARCIA	7/6/2022	BAD BUDS, FRESNO CA	FUEL-ACT	269-2100-600.257.000	75.00
CALEB GARCIA	7/11/2022	CHEVRON, TULARE CA	FUEL-ACT	269-2100-600.257.000	105.95
CALEB GARCIA	7/13/2022	VILLA STORE MART, CLOVIS CA	FUEL-ACT	269-2100-600.257.000	87.26
CALEB GARCIA	7/15/2022	G MART, FRESNO CA	FUEL-ACT	269-2100-600.257.000	92.25
CHRISTINA ARIAS	6/22/2022	SAVEMART	SNACKS FOR PUBLIC WORKS INTERVIEWS	100-1400-600.920.000	52.14
CHRISTINA ARIAS	6/28/2022	NOEGOV	ASSOCIATE PLANNER JOB AD	100-1400-600.200.000	199.00
CITY OF SELMA FIRE QRT MST	6/29/2022	AMAZON	WIRELESS MICROPHONE	100-2525-600.250.000	44.45
CITY OF SELMA FIRE QRT MST	7/6/2022	ENGINE COMPANY LEATHER	FIREFIGHTER SHIELDS	295-2500-600.250.000	210.50
CITY OF SELMA FIRE QRT MST	7/7/2022	THE HOME DEPOT	SUPPLIES FOR STATION PROJECT	100-2525-600.250.000	130.53
CITY OF SELMA FIRE QRT MST	7/13/2022	AMAZON	STRUCTURAL GLOVES	100-2525-600.476.000	312.35
CITY OF SELMA FIRE QRT MST	7/13/2022	THE PUBLIC SAFETY STORE	HALLIGAN BAR & LOCKWOOD HOOKS	295-2500-600.250.000	503.49
CITY OF SELMA FIRE QRT MST	7/14/2022	AMAZON	FLASHLIGHTS	295-2500-600.250.000	446.09
CITY OF SELMA FIRE QRT MST	7/20/2022	AMAZON	RETURN CREDIT FOR STRUCTURAL GLOVES	100-2525-600.476.000	(312.35)
CITY OF SELMA SNG RES 1	7/12/2022	CHEVRON	FUEL	701-9200-600.257.000	116.54
CITY OF SELMA SNG RES 2	7/15/2022	EARLMART GAS & LIQUOR	FUEL	701-9200-600.257.000	50.39
CITY OF SELMA STATION 1	6/24/2022	WM SUPERCENTER	SANITIZER & GATORADE FOR STATION	100-2525-600.250.000	34.15
CITY OF SELMA STATION 1	6/24/2022	THE HOME DEPOT	STATION CHAIRS AND HANDRAIL	100-2525-600.250.000	95.86
CITY OF SELMA STATION 1	6/28/2022	WM SUPERCENTER	WATER	100-2525-600.250.000	58.88
CITY OF SELMA STATION 1	6/29/2022	THE HOME DEPOT	TIDE PODS & ARCHED PULLS	100-2525-600.250.000	71.52
CITY OF SELMA STATION 1	7/4/2022	AUTOZONE	ARMOR ALL AND METAL POLISH	100-2525-600.250.000	23.41
CITY OF SELMA STATION 1	7/4/2022	THE HOME DEPOT	FINE STEEL WOOL	100-2525-600.250.000	5.39
CITY OF SELMA STATION 1	7/11/2022	MIRROR FINISH POLISH	CAR WASH, WAX SOAP, GLASS CLEANER	100-2525-600.250.000	93.72
CITY OF SELMA STATION 1	7/11/2022	NELSON'S ACE HARDWARE	DUCT TAPE, TAPE MASK & MEND HOSE	100-2525-600.250.000	36.83
CITY OF SELMA STATION 1	7/13/2022	WAL-MART	84 CT WIPES & BANDAGES	100-2525-600.250.000	19.18
CITY OF SELMA STATION 1	7/16/2022	NAPA AUTO PARTS	AUX PUMP OIL	100-2525-600.250.000	29.82
CITY OF SELMA STATION 2	6/22/2022	THE HOME DEPOT	STATION LIGHTS	100-2525-600.250.000	129.51
CITY OF SELMA STATION 2	7/2/2022	WAL-MART	CLEANING SUPPLIES	100-2525-600.250.000	107.18
CITY OF SELMA STATION 2	7/7/2022	THE HOME DEPOT	PVC TAPE	100-2525-600.250.000	6.60
CITY OF SELMA STATION 2	7/12/2022	WAL-MART	WATER & GATORADE	100-2525-600.250.000	56.31
CITY OF SELMA STATION 2	7/13/2022	WAL-MART	BBQ SUPPLIES	100-2525-600.250.000	34.82
CITY OF SELMA STATION 2	7/15/2022	THE HOME DEPOT	SCREWS	100-2525-600.250.000	29.19
CITY OF SELMA STATION 2	7/19/2022	AMAZON	OIL RAG TRASH CAN	100-2525-600.250.000	177.60
CITY OF SELMA STATION 2	7/20/2022	THE HOME DEPOT	SWAMP COOLER	100-2525-600.375.000	45.00
CITY OF SELMA STATION 2	7/21/2022	WAL-MART	BIRTHDAY PARTY SUPPLIES	100-2525-600.250.000	20.43
CITY OF SELMA TRAINING DIV	7/7/2022	CENTRAL VALLEY GUNS	CERAKOTE " GROWLER" FOR ENGINE	701-9200-600.375.000	200.00
CITY OF SELMA TRAINING DIV	7/7/2022	THE HOME DEPOT	SUPPLIES FOR STATION & TRAINING	295-2525-610.915.000	449.26
CITY OF SELMA TRAINING DIV	7/9/2022	TRAINING ASSOCIATES	GROUP CRISIS INTERVENTION COURSE	295-2525-610.915.000	166.00
CITY OF SELMA TRAINING DIV	7/11/2022	THE HOME DEPOT	CRATES & ENGINEER HAMMER	295-2525-610.915.000	84.50
CITY OF SELMA TRAINING DIV	7/13/2022	PRECISION PLASTICS	SET OF TWO CAMPER WINDOWS	701-9200-600.457.000	534.48
CITY OF SELMA TRAINING DIV	7/15/2022	WALMART	BATTERY REPLACEMENT FOR CSB	100-2525-600.375.000	119.86

US BANK INVOICE FOR CALCARD CHARGES: 6/23/22-7/22/22

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CITY OF SELMA TRAINING DIV	7/15/2022	THE HOME DEPOT	125V CONNECTOR & PROGRAMMABLE THERMOSTAT	100-2525-600.250.000	45.57
CITY OF SELMA TRAINING DIV	7/18/2022	AMAZON	FLASHLIGHT	295-2500-600.250.000	57.50
CITY OF SELMA TRAINING DIV	7/19/2022	AMAZON	HAND LIGHTS FOR ENGINE	295-2500-600.250.000	2,127.90
CITY OF SELMA TRAINING DIV	7/22/2022	EBAY	WIRELESS AIRLINK WIFI MODULE	111-2500-600.250.000	1,011.45
DEBBIE GOMEZ	6/24/2022	PEAVEY CORP	EVIDENCE SUPPLIES	100-2100-600.250.000	31.19
DEBBIE GOMEZ	6/24/2022	PEAVEY CORP	EVIDENCE SUPPLIES	100-2100-600.250.000	30.75
DEBBIE GOMEZ	6/24/2022	PEAVEY CORP	EVIDENCE SUPPLIES	100-2100-600.250.000	156.09
EMS DIVISION 550	7/14/2022	7-ELEVEN	FUEL	701-9200-600.257.000	95.10
EMS DIVISION 550	7/19/2022	WM SUPERCENTER	WATER AND CLEANING SUPPLIES	600-2600-600.250.000	35.34
EMS DIVISION 551	6/27/2022	WM SUPERCENTER		600-2600-600.250.000	14.72
EMS DIVISION 551	7/12/2022	WAL-MART	WATER, SOAP AND PAPER TOWELS	600-2600-600.250.000	22.87
EMS DIVISION 551	7/20/2022	WAL-MART	CAR WASH CLEANER	600-2600-600.250.000	16.76
EMS DIVISION 552	7/10/2022	FOOD 4 LESS	WATER FOR STATION	600-2600-600.250.000	15.54
EMS DIVISION 553	6/21/2022	SHELL OIL	FUEL	701-9200-600.257.000	113.43
EMS DIVISION 553	6/26/2022	ARCO	FUEL	701-9200-600.257.000	122.69
EMS DIVISION 553	7/17/2022	WM SUPERCENTER		600-2600-600.250.000	84.49
FABIAN URESTI	6/28/2022	EMERGENCY MEDICAL SERVICE	CA EMSA RENEWAL	600-2600-610.917.000	250.00
FABIAN URESTI	7/7/2022	AMAZON	RED PULL TIGHT SECURITY SEAL	600-2600-600.280.000	130.10
FABIAN URESTI	7/10/2022	HAMPTON INN	HOTEL FOR STRIKE TEAM	100-2525-610.922.000	304.14
FABIAN URESTI	7/14/2022	AMAZON	COMPLETE INFECTION CONTROL BAG	600-2600-600.280.000	295.91
FABIAN URESTI	7/16/2022	TENAYA LODGING	HOTEL FOR STRIKE TEAM	100-2525-610.922.000	157.77
FABIAN URESTI	7/19/2022	AMAZON	MERET INFECTION CONTROL	600-2600-600.280.000	376.73
FABIAN URESTI	7/20/2022	TENAYA LODGING	HOTEL FOR STRIKE TEAM	100-2525-610.922.000	631.08
FERNANDO MORAN	6/27/2022	NELSON'S ACE HARDWARE	2 GAL COOLER/BATTERIES	100-5300-600.250.000	52.05
FERNANDO MORAN	6/29/2022	FRANKS TARPS	PURCHASE STRAW HATS-STREETS/PARKS	100-5300-600.250.000	26.04
FERNANDO MORAN	6/29/2022	FRANKS TARPS	PURCHASE STRAW HATS-STREETS/PARKS	210-5400-600.250.000	26.03
FERNANDO MORAN	7/5/2022	THE HOME DEPOT	KEYS-PARK PADLOCKS	100-5300-600.250.000	17.78
FERNANDO MORAN	7/8/2022	THE HOME DEPOT	BATTERIES FOR IRRIGATION CLOCKS-STREETS	210-5400-600.250.000	52.72
FERNANDO MORAN	7/18/2022	NELSON'S ACE HARDWARE	BACKPACK SPRAYER	100-5300-600.305.000	97.06
FERNANDO MORAN	7/18/2022	NELSON'S ACE HARDWARE	RAID	100-5300-600.250.000	12.25
FERNANDO MORAN	7/18/2022	THE HOME DEPOT	SCREWDRIVER SET/DIGITAL MULTIMETER	100-5300-600.305.000	31.41
FERNANDO MORAN	7/18/2022	THE HOME DEPOT	ROUNDUP/FOGGER	100-5300-600.250.000	152.88
FERNANDO SANTILLAN	6/22/2022	CALCITIES REGISTRATION	CONFERENCE - MENDOZA-NAVARRO	100-1100-610.920.000	600.00
FERNANDO SANTILLAN	6/23/2022	SAL'S MEXICAN RESTAURANT	RECRUITMENT LUNCH EXPENSE - PD CHIEF	100-1300-610.920.000	173.72
FERNANDO SANTILLAN	6/23/2022	PRESTIGIO FLOWERS	SYMPATHY GEORGE SIPIN SPOUSE FUNERAL	100-1300-600.250.000	219.86
FERNANDO SANTILLAN	6/23/2022	BLOOMIES	SYMPATHY JOEY DAGGETT FUNERAL	100-1300-600.250.000	214.83
FERNANDO SANTILLAN	7/5/2022	CALCITIES REGISTRATION	CONFERENCE - CHO	100-1100-610.920.000	600.00
FERNANDO SANTILLAN	7/5/2022	E & V FLOWERS	SYMPATHY COUNCIL MEMBER MENDOZA-NAVARRO	100-1300-600.250.000	57.75
FERNANDO SANTILLAN	7/21/2022	LINKEDIN	SUBSCRIPTION	100-1300-610.900.000	139.99
GEORGE SIPIN	6/22/2022	O'REILLY AUTO PARTS	AIR/OIL/FUEL FILTERS - STOCK	603-5500-600.256.000	1,086.25
GEORGE SIPIN	6/27/2022	WALMART	OFFICE SUPPLIES	603-5500-600.250.000	18.28
GEORGE SIPIN	6/28/2022	O'REILLY AUTO PARTS	DISC PAD SET-RETURN	603-5500-600.256.000	(96.81)
GEORGE SIPIN	6/28/2022	ROMITA AUTO SERVICE	SMOG - RT#164	603-5500-600.400.000	1,186.04
GEORGE SIPIN	6/28/2022	O'REILLY AUTO PARTS	ACCUMULATORS - STOCK	603-5500-600.256.000	119.54
GEORGE SIPIN	6/28/2022	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	777.30
GEORGE SIPIN	6/29/2022	O'REILLY AUTO PARTS	WATER PUMP	603-5500-600.256.000	154.21
GEORGE SIPIN	6/29/2022	O'REILLY AUTO PARTS	THERMOSTAT	603-5500-600.256.000	46.32

US BANK INVOICE FOR CALCARD CHARGES: 6/23/22-7/22/22

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	6/29/2022	O'REILLY AUTO PARTS	ANTIFREEZE, ACCUMULATORS-STOCK	603-5500-600.256.000	1,421.71
GEORGE SIPIN	6/29/2022	BLACKSTONE CHEVROLET	CONNECTORS/SWITCHES - STOCK	603-5500-600.256.000	265.83
GEORGE SIPIN	6/29/2022	BLACKSTONE CHEVROLET	BELT KITS - STOCK	603-5500-600.256.000	300.94
GEORGE SIPIN	6/30/2022	WALMART	SUPPLIES FOR BREAKROOM	603-5500-600.250.000	53.71
GEORGE SIPIN	6/30/2022	O'REILLY AUTO PARTS	STARTER-STOCK	603-5500-600.256.000	180.53
GEORGE SIPIN	6/30/2022	O'REILLY AUTO PARTS	OIL PRESSURE SWITCHES - STOCK	603-5500-600.256.000	89.06
GEORGE SIPIN	6/30/2022	O'REILLY AUTO PARTS	OIL PRESSURE SENSOR/Socket-STOCK	603-5500-600.256.000	59.39
GEORGE SIPIN	6/30/2022	LES SCHWAB TIRES	INSTALL NEW TIRES - RT#132	603-5500-600.400.000	1,236.48
GEORGE SIPIN	6/30/2022	BLACKSTONE CHEVROLET	CONNECTORS/SWITCHES - STOCK	603-5500-600.256.000	408.33
GEORGE SIPIN	7/1/2022	SECURE STORAGE OF SELMA	RENTAL CHARGES FOR STORAGE UNIT-SHOP EQUIPMENT/SUPPL	603-5500-600.400.000	1,076.40
GEORGE SIPIN	7/1/2022	SECURE STORAGE OF SELMA	RENTAL CHARGES FOR STORAGE UNIT-SHOP EQUIPMENT/SUPPL	603-5500-600.400.000	186.40
GEORGE SIPIN	7/5/2022	TNT TOWING LLC	TOW UNIT RT#155 ORANGE COVE TO SELMA	603-5500-600.400.000	750.00
GEORGE SIPIN	7/6/2022	A-1 AUTO ELECTRIC	REGULATOR-STOCK	603-5500-600.256.000	753.03
GEORGE SIPIN	7/6/2022	O'REILLY AUTO PARTS	OIL DRAIN PLUGS - STOCK	603-5500-600.256.000	21.87
GEORGE SIPIN	7/6/2022	NAPA AUTO PARTS	FLEET PADS - STOCK	603-5500-600.256.000	158.09
GEORGE SIPIN	7/7/2022	XEROX	PRINTER INK	603-5500-600.250.000	318.89
GEORGE SIPIN	7/7/2022	O'REILLY AUTO PARTS	FAN CLUTCH/THERMOSTAT - STOCK	603-5500-600.256.000	91.90
GEORGE SIPIN	7/7/2022	O'REILLY AUTO PARTS	AIR PLUG - STOCK	603-5500-600.256.000	2.66
GEORGE SIPIN	7/7/2022	O'REILLY AUTO PARTS	MANIFOLD SET/THERMOSTAT - RT#187	603-5500-600.256.000	46.16
GEORGE SIPIN	7/7/2022	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	598.69
GEORGE SIPIN	7/8/2022	O'REILLY AUTO PARTS	HOSE CONNECTORS - STOCK	603-5500-600.256.000	15.40
GEORGE SIPIN	7/12/2022	ROMITA AUTO SERVICE	DIAGNOSTIC CHARGES-RT#160	603-5500-600.400.000	320.00
GEORGE SIPIN	7/12/2022	SAFETY-KLEEN SYSTEMS INC	PURCHASE OIL	603-5500-600.256.000	2,114.97
GEORGE SIPIN	7/12/2022	CUMMINS SALES & SERVICE	IGNITION COILS/SPARK PLUG KITS-STOCK	603-5500-600.256.000	2,161.37
GEORGE SIPIN	7/13/2022	O'REILLY AUTO PARTS	CORE RETURNS	603-5500-600.256.000	(110.00)
GEORGE SIPIN	7/13/2022	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	65.35
GEORGE SIPIN	7/13/2022	O'REILLY AUTO PARTS	NITRILE GLOVES	603-5500-600.250.000	360.57
GEORGE SIPIN	7/13/2022	O'REILLY AUTO PARTS	BATTERIES - STOCK	603-5500-600.256.000	528.04
GEORGE SIPIN	7/13/2022	SAFETY-KLEEN SYSTEMS INC	SERVICE PARTS WASHER	603-5500-600.400.000	332.22
GEORGE SIPIN	7/14/2022	O'REILLY AUTO PARTS	CORE RETURN	603-5500-600.256.000	(44.00)
GEORGE SIPIN	7/14/2022	O'REILLY AUTO PARTS	PUSHON MENDERS - STOCK	603-5500-600.256.000	36.45
GEORGE SIPIN	7/15/2022	BLACKSTONE CHEVROLET	GEARS/COOLER/HOSE-STOCK	603-5500-600.256.000	743.15
GEORGE SIPIN	7/15/2022	JORGENSEN COMPANY	FIRE EXTINGUISHER MAINT	603-5500-600.400.000	276.18
GEORGE SIPIN	7/15/2022	FAHRNEY FORD	REPAIR A/C - RT #185	603-5500-600.400.000	1,035.20
GEORGE SIPIN	7/15/2022	FLEETPRIDE	AIR DRYER CARTRIDGES - STOCK	603-5500-600.256.000	276.72
GEORGE SIPIN	7/15/2022	CUMMINS SALES & SERVICE	INSTALLED OXYGEN SENSOR -RT#193	603-5500-600.256.000	2,076.75
GEORGE SIPIN	7/17/2022	AMAZON	AIR SUSP COMPRESSOR PUMPS-STOCK	603-5500-600.256.000	592.24
GEORGE SIPIN	7/18/2022	SAFETY-KLEEN SYSTEMS INC	COOLANT FOR EL DORADOS-STOCK	603-5500-600.256.000	477.08
GEORGE SIPIN	7/18/2022	FRONTIER FASTENERS	NUTS/BOLTS - STOCK	603-5500-600.256.000	50.26
GEORGE SIPIN	7/19/2022	O'REILLY AUTO PARTS	THERMOSTAT/COOLANT - STOCK	603-5500-600.256.000	67.66
GEORGE SIPIN	7/19/2022	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	271.87
GEORGE SIPIN	7/19/2022	AMAZON	AIR COMPRESSORS FOR ARBOCS-STOCK	603-5500-600.256.000	598.75
GEORGE SIPIN	7/20/2022	O'REILLY AUTO PARTS	BACK UP ALARMS - STOCK	603-5500-600.256.000	257.95
GEORGE SIPIN	7/20/2022	O'REILLY AUTO PARTS	ANTIFREEZE -STOCK	603-5500-600.256.000	110.58
GEORGE SIPIN	7/20/2022	O'REILLY AUTO PARTS	FUSE HOLDER - STOCK	603-5500-600.256.000	19.37
GEORGE SIPIN	7/20/2022	BLACKSTONE CHEVROLET	HOSE - STOCK	603-5500-600.256.000	61.39
GEORGE SIPIN	7/21/2022	O'REILLY AUTO PARTS	FAN CLUTCHES - RT #147	603-5500-600.256.000	137.48
GEORGE SIPIN	7/21/2022	O'REILLY AUTO PARTS	RELAYS/ANTIFREEZE/CLEANER	603-5500-600.256.000	312.82

US BANK INVOICE FOR CALCARD CHARGES: 6/23/22-7/22/22

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JESUS HERNANDEZ	6/23/2022	THE HOME DEPOT	SCREWDRIVER/CHALK REEL KIT-STREETS	210-5400-600.305.000	40.07
JESUS HERNANDEZ	6/29/2022	WORLD'S BEST GRAFFITI REMOVAL	GRAFFITI REMOVER WIPES	210-5400-600.250.000	322.89
JESUS HERNANDEZ	6/29/2022	NELSON'S ACE HARDWARE	CUT KEYS (8)- BLDGS	702-9300-600.250.000	25.95
JESUS HERNANDEZ	6/30/2022	NELSON'S ACE HARDWARE	MILL FILE/HARDWARE-BLDGS	702-9300-600.250.000	24.20
JESUS HERNANDEZ	6/30/2022	NELSON'S ACE HARDWARE	CABLE TIES -CODE ENFORCEMENT	100-3200-600.250.000	43.91
JESUS HERNANDEZ	6/30/2022	THE HOME DEPOT	5 GALLON JUG	210-5400-600.250.000	30.36
JESUS HERNANDEZ	6/30/2022	THE HOME DEPOT	CUTTING SNIPS	210-5400-600.305.000	18.40
JESUS HERNANDEZ	6/30/2022	THE HOME DEPOT	STENCIL LETTERS & NUMBERS	210-5400-600.250.000	6.73
JESUS HERNANDEZ	6/30/2022	THE HOME DEPOT	AC/DC CLAMP	210-5400-600.305.000	150.05
JESUS HERNANDEZ	7/1/2022	AMAZON	WIDE BRIM SUN HATS-PARKS	100-5300-600.250.000	60.72
JESUS HERNANDEZ	7/1/2022	AMAZON	WIDE BRIM SUN HATS-STREETS	210-5400-600.250.000	60.72
JESUS HERNANDEZ	7/1/2022	AMAZON	WIDE BRIM SUN HATS-BLGS	702-9300-600.250.000	60.72
JESUS HERNANDEZ	7/6/2022	NELSON'S ACE HARDWARE	SNAP BOLT FOR FLAGS - PARKS	100-5300-600.250.000	29.23
JESUS HERNANDEZ	7/7/2022	SURFACE PREP	BEADS FOR SAND BLASTER	210-5400-600.250.000	356.20
JESUS HERNANDEZ	7/7/2022	THE HOME DEPOT	NEW TOILET - TRAINING CENTER	702-9300-600.250.000	161.63
JESUS HERNANDEZ	7/13/2022	THE HOME DEPOT	3-32 GAL BLACK TRASH CANS-BLDGS	702-9300-600.250.000	80.97
JESUS HERNANDEZ	7/13/2022	THE HOME DEPOT	5-20 GAL TRASH CANS-PARKS	100-5300-600.250.000	136.98
JESUS HERNANDEZ	7/14/2022	NELSON'S ACE HARDWARE	WHITE STRIPING PAINT	210-5400-600.250.000	21.46
JESUS HERNANDEZ	7/14/2022	THE HOME DEPOT	DUCT TAPE/STENCIL LETTERS	210-5400-600.250.000	35.50
JESUS HERNANDEZ	7/14/2022	THE HOME DEPOT	ROUND UP	210-5400-600.250.000	129.09
JESUS HERNANDEZ	7/15/2022	AMAZON	MANITOWOC ICE MACHINE -CITY YARD	702-9300-600.250.000	4,969.24
JESUS HERNANDEZ	7/15/2022	1000 BULBS	400W BULBS - PARKING LOTS	210-5400-600.250.000	219.36
JESUS HERNANDEZ	7/18/2022	THE HOME DEPOT	SCREWDRIVER SET	210-5400-600.305.000	18.40
JOHNNIE CERDA	7/5/2022	AMAZON	5 CAMERA CASES FOR SERGEANTS CAMERAS	100-2200-600.250.000	63.45
JOHNNIE CERDA	7/20/2022	HOME DEPOT	MOUNTING TAPE FOR JAIL SIGN	100-2200-600.250.000	9.20
KELLI TELLEZ	7/8/2022	AMAZON	HYDRATION PACKS FOR STATIONS	100-2525-600.250.000	71.98
KELLI TELLEZ	7/8/2022	AMAZON	YELLOW HIGHLIGHTERS	100-1600-600.100.000	10.84
KELLI TELLEZ	7/9/2022	AMAZON	COPIER PAPER	100-1600-600.100.000	40.12
KELLI TELLEZ	7/13/2022	AMAZON	TOILET PAPER	100-2525-600.250.000	47.91
KELLI TELLEZ	7/13/2022	AMAZON	COPIER PAPER	100-1600-600.100.000	53.68
MIKAL KIRCHNER	6/27/2022	SIERRA MARKET	BREAD FOR SENIOR LUNCH	230-4500-600.250.800	12.96
MIKAL KIRCHNER	6/28/2022	NELSON'S ACE HARDWARE	PIONEER VILLAGE TOILET REPAIR/ZIP TIES	601-4100-600.250.000	206.56
MIKAL KIRCHNER	6/28/2022	ROSA'S PIZZA	SR CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	660.00
MIKAL KIRCHNER	6/28/2022	UNITED MARKET	SR CENTER LUNCH BBQ GRANT FUNDED BOTTLED WATERS	230-4500-600.250.800	6.99
MIKAL KIRCHNER	6/30/2022	NELSON'S ACE HARDWARE	FIREWORKS SHOW STAGE AND FIELD STAKES FOR EVENT	100-4100-600.250.000	41.83
MIKAL KIRCHNER	7/1/2022	SCHEELS	SOFTBALLS COED LEAGUE	100-4700-600.250.000	857.69
MIKAL KIRCHNER	7/1/2022	NELSON'S ACE HARDWARE	SENIOR CENTER KITCHEN -ROACH TRAPS	100-4500-600.250.000	15.60
MIKAL KIRCHNER	7/8/2022	ANN'S DONUTS	VOLUNTEERS SENIOR CENTER MEETING	100-4500-600.250.000	14.25
MIKAL KIRCHNER	7/8/2022	THE HOME DEPOT	SENIOR VOLUNTEER OFFICE CEILING FAN	100-4200-600.250.000	161.63
MIKAL KIRCHNER	7/8/2022	THE HOME DEPOT	COED SOFTBALL HOME PLATES STRIKE ZONE MATS	100-4700-600.250.000	16.24
MIKAL KIRCHNER	7/11/2022	CHALIO'S	SR LUNCHES GRANT FUNDED	230-4500-600.250.800	672.55
MIKAL KIRCHNER	7/13/2022	FOOD 4 LESS	SR CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	225.00
MIKAL KIRCHNER	7/14/2022	NELSON'S ACE HARDWARE	SR CENTER ROACH TRAPS	100-4500-600.250.000	17.33
MIKAL KIRCHNER	7/18/2022	FRESNO COUNTY CLERK	GRANT REQUIREMENT PARK DEEDS AND SERVICE CHARGE	100-4100-600.400.000	153.52
MIKAL KIRCHNER	7/18/2022	NELSON'S ACE HARDWARE	BRENTLINGER PARK CONCESSION RE-KEYED, PUBLIC WORKS		
MIKAL KIRCHNER	7/18/2022	AND REC STAFF		100-4700-600.250.000	29.19
MIKAL KIRCHNER	7/18/2022	ROSA'S PIZZA	SR CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	660.00
MIKAL KIRCHNER	7/20/2022	FRESNO ECONOMIC OPPOR	SR CENTER LUNCH SUPPLIES	100-4500-600.250.000	56.42

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EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
MIKAL KIRCHNER	7/20/2022	FRESNO ECONOMIC OPPOR	SR CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	1,801.36
MIKAL KIRCHNER	7/20/2022	FRESNO ECONOMIC OPPOR	SR CENTER LUNCHES GRANT FUNDED	230-4500-600.250.800	1,791.44
NESTOR GALVAN	6/22/2022	O'REILLY AUTO PARTS	OIL FILTER	701-9200-600.256.000	3.24
NESTOR GALVAN	6/23/2022	O'REILLY AUTO PARTS	CORE RETURN CREDIT	701-9200-600.256.000	(10.00)
NESTOR GALVAN	6/23/2022	KIMBALL MIDWEST	HEX KEYS	701-9200-600.305.000	151.83
NESTOR GALVAN	6/23/2022	O'REILLY AUTO PARTS	EVAP CORE, ORIFACE TUBE, ACCUMULATOR- UNIT 721	701-9200-600.256.000	185.52
NESTOR GALVAN	6/23/2022	O'REILLY AUTO PARTS	CREEPER- SMALL TOOLS	701-9200-600.305.000	173.54
NESTOR GALVAN	6/23/2022	ELBERT DISTRIBUTING	SMALL TOOLS & FLUIDS	701-9200-600.305.000	230.53
NESTOR GALVAN	6/24/2022	NAPA AUTO PARTS	OILS & FLUIDS	701-9200-600.254.000	116.53
NESTOR GALVAN	6/24/2022	O'REILLY AUTO PARTS	OILS & FLUIDS	701-9200-600.254.000	303.51
NESTOR GALVAN	6/24/2022	O'REILLY AUTO PARTS	HEATER CORE- UNIT 721	701-9200-600.256.000	51.14
NESTOR GALVAN	6/28/2022	TIFCO INDUSTRIES INC	WASHER, ELECTRICAL TERMINALS, CAP SCREW, AUTOMOTIVE RI	701-9200-600.256.000	190.50
NESTOR GALVAN	6/28/2022	O'REILLY AUTO PARTS	PARTS FOR UNIT 181	701-9200-600.256.000	68.89
NESTOR GALVAN	6/28/2022	NAPA AUTO PARTS	EX MARK WHEELS & PARTS	701-9200-600.375.000	299.26
NESTOR GALVAN	6/28/2022	NAPA AUTO PARTS	RIVET- UNIT 181	701-9200-600.256.000	7.96
NESTOR GALVAN	6/28/2022	SURFACE PREPARATION	PARTS	701-9200-600.250.000	73.25
NESTOR GALVAN	6/29/2022	SELMA LES SCHWAB	REPLACED TIRES, WHEEL BALANCE & SPIN- UNIT 181	701-9200-600.255.000	331.46
NESTOR GALVAN	6/29/2022	CAMACHO TIRES	TIRE REPAIR- UNITS 227 & 3205	701-9200-600.255.000	45.00
NESTOR GALVAN	6/30/2022	O'REILLY AUTO PARTS	SOCKET & OIL PRESSURE- UNIT 718	701-9200-600.256.000	62.26
NESTOR GALVAN	6/30/2022	CAMACHO TIRES	TIRE & WHEEL DISPOSAL	701-9200-600.255.000	35.00
NESTOR GALVAN	7/5/2022	O'REILLY AUTO PARTS	WIPER BLADES- UNIT 233	701-9200-600.256.000	57.63
NESTOR GALVAN	7/5/2022	O'REILLY AUTO PARTS	AIR FILTER & CABIN FILTER- UNIT 236	701-9200-600.256.000	38.43
NESTOR GALVAN	7/6/2022	O'REILLY AUTO PARTS	AIR, CABIN & FUEL FILTERS-UNIT 8511	701-9200-600.256.000	270.03
NESTOR GALVAN	7/6/2022	FAST UNDERCAR	FRONT DISC PAD SENSOR & FRONT SEVERE DUTY SEMI BRAKE P/	701-9200-600.256.000	127.89
NESTOR GALVAN	7/7/2022	O'REILLY AUTO PARTS	URETHANE- PARTS	701-9200-600.256.000	23.58
NESTOR GALVAN	7/7/2022	SELMA LES SCHWAB	ALIGNMENT, OIL SERVICE, SHOCK & CONTROL ARM SERVICE- UN	701-9200-600.457.000	1,656.51
NESTOR GALVAN	7/7/2022	FAST UNDERCAR	CONTROL ARM WITH BALL- UNIT 228	701-9200-600.256.000	296.97
NESTOR GALVAN	7/7/2022	MERCEDES BENZ OF FRESNO	BRAKE DISK, SENSOR & BRAKE PADS-UNIT 8561	701-9200-600.256.000	549.44
NESTOR GALVAN	7/8/2022	NAPA AUTO PARTS	SWAY BAR LINK-UNIT 231	701-9200-600.256.000	49.88
NESTOR GALVAN	7/8/2022	ISAAC'S AUTOMOTIVE	A/C REPAIR - UNIT 231	701-9200-600.457.000	2,617.57
NESTOR GALVAN	7/11/2022	TIFCO INDUSTRIES INC	MINIATURE BULB, WORK LIGHT, DISPOSABLE GLOVES	701-9200-600.250.000	382.14
NESTOR GALVAN	7/11/2022	CUMMINS INC	INSPECTION AND REPAIR OF OIL LEAK- UNIT 8506	701-9200-600.457.000	108.35
NESTOR GALVAN	7/11/2022	CAMACHO TIRES	ALIGNMENT, TIRE INSTALL & BALANCE AND TIRE DISPOSAL- UNI	701-9200-600.255.000	240.00
NESTOR GALVAN	7/12/2022	FAST UNDERCAR	ENGINE MOUNT, CONTROL ARM WITH BALL- UNIT 1002	701-9200-600.256.000	454.74
NESTOR GALVAN	7/12/2022	SAFETY KLEEN SYSTEMS	OIL & FLUID RECYCLING	701-9200-600.400.000	283.37
NESTOR GALVAN	7/12/2022	CAMACHO TIRES	TIRE INSTALL & BALANCE AND TIRE DISPOSAL- UNIT 1002	701-9200-600.255.000	40.00
NESTOR GALVAN	7/12/2022	NAPA AUTO PARTS	AIR FILTER- UNIT 1606	701-9200-600.256.000	62.07
NESTOR GALVAN	7/13/2022	O'REILLY AUTO PARTS	BATTERY CHARGER FOR ELECTRIC VEHICLE- UNIT 1403	701-9200-600.256.000	57.48
NESTOR GALVAN	7/13/2022	ISAAC'S AUTOMOTIVE	INSPECTION AND REPLACEMENT OF OIL FILTER, AIR FILTER, CABI	701-9200-600.457.000	227.50
NESTOR GALVAN	7/13/2022	NAPA AUTO PARTS	LINCH PIN- UNIT 2120	701-9200-600.256.000	4.56
NESTOR GALVAN	7/13/2022	LIBERTY CHEVROLET	SWITCH- UNIT 230	701-9200-600.256.000	32.29
NESTOR GALVAN	7/13/2022	THE HOME DEPOT	PVC TEE, BRASS FITTING, FLARE ADAPTER- FOR NEW ICE MACHIN	701-9200-600.250.000	5.42
NESTOR GALVAN	7/14/2022	SELMA LES SCHWAB	INSTALL OF ROTORS - UNIT 552	701-9200-600.457.000	449.97
NESTOR GALVAN	7/14/2022	FAST UNDERCAR	SEMI MET PADS, SENSOR, & ROTOR PARTS- UNIT 553	701-9200-600.256.000	749.68
NESTOR GALVAN	7/18/2022	NELSON'S ACE HARDWARE	FUEL OIL CAP, DRUM- UNIT 1007	701-9200-600.254.000	1,222.59
NESTOR GALVAN	7/19/2022	PMB SUPPLY & MFG INC	BRASS TEEJET CAP & TIP, SURE GRIP HANDLE, TEEJET VALVE & AI	701-9200-600.256.000	131.89
NESTOR GALVAN	7/20/2022	O'REILLY AUTO PARTS	AIR FILTERS- SHOP PARTS FOR EXMARKS	701-9200-600.375.000	247.91
NESTOR GALVAN	7/20/2022	O'REILLY AUTO PARTS	LED LITE BAR- FOR TAKARA	701-9200-600.256.000	97.62

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TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	7/21/2022	O'REILLY AUTO PARTS	BATTERY & BATTERY FEE- UNIT 722	701-9200-600.256.000	181.47
NESTOR GALVAN	7/21/2022	O'REILLY AUTO PARTS	AIR FILTER & OIL FILTER- UNIT 550	701-9200-600.256.000	23.24
NESTOR GALVAN	7/21/2022	FLEET PRIDE	FLANGE AND COMPRESSOR- UNIT 8508	701-9200-600.457.000	1,601.09
NESTOR GALVAN	7/21/2022	CAMACHO TIRES	TIRE REPAIR	701-9200-600.255.000	25.00
NICOLETTE ANDERSEN	6/21/2022	SUBPLOT STUDIO	MOANA JR. POSTER ART	100-4300-600.250.000	300.00
NICOLETTE ANDERSEN	6/22/2022	AMAZON	FOG JUICE	605-4300-600.250.000	9.73
NICOLETTE ANDERSEN	6/22/2022	SIGNUPGENIUS	AUDITION SIGN UP PLATFORM	605-4300-600.400.000	24.99
NICOLETTE ANDERSEN	6/23/2022	WALMART	SPONGEBOB SNACK BAR	605-4300-656.540.041	139.44
NICOLETTE ANDERSEN	6/24/2022	ACE HARDWARE	SPONGEBOB SET SUPPLIES	605-4300-656.540.041	20.60
NICOLETTE ANDERSEN	6/24/2022	FOX DRUGSTORE	MASKS	100-4300-600-250.000	7.84
NICOLETTE ANDERSEN	6/24/2022	WALMART	SPONGEBOB SNACK BAR	605-4300-656.540.041	62.18
NICOLETTE ANDERSEN	6/25/2022	WALGREENS	SPONGEBOB HAIR COLOR SPRAY	605-4300-656.540.041	43.35
NICOLETTE ANDERSEN	6/26/2022	SAVEMART	SPONGEBOB SNACK BAR	605-4300-656.540.041	19.34
NICOLETTE ANDERSEN	6/27/2022	AMAZON	SPONGEBOB MICS, BATTERIES, SNACK BAR	605-4300-656.540.041	222.88
NICOLETTE ANDERSEN	6/28/2022	AMAZON	SPONGEBOB SNACK BAR SUPPLIES	605-4300-656.540.041	16.22
NICOLETTE ANDERSEN	6/28/2022	AMAZON	CKP- MOANA JR. PROPS - FANS	100-4300-600.250.000	95.37
NICOLETTE ANDERSEN	6/30/2022	WALMART	SPONGEBOB SNACK BAR	605-4300-656.540.041	131.86
NICOLETTE ANDERSEN	7/1/2022	WALMART	SPONGEBOB SNACK BAR	605-4300-656.540.041	91.50
NICOLETTE ANDERSEN	7/1/2022	WALMART	SPONGEBOB CABARET NIGHT	605-4300-656.540.041	36.94
NICOLETTE ANDERSEN	7/2/2022	WALMART	SPONGEBOB SNACK BAR	605-4300-656.540.041	61.21
NICOLETTE ANDERSEN	7/2/2022	AMAZON	CKP- MOANA JR. PROP FANS	100-4300-600.250.000	43.35
NICOLETTE ANDERSEN	7/7/2022	AMAZON	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	207.67
NICOLETTE ANDERSEN	7/7/2022	AMAZON	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	65.20
NICOLETTE ANDERSEN	7/8/2022	AMAZON	CKP- MOANA JR. PROP SUPPLIES	100-4300-600.250.000	10.19
NICOLETTE ANDERSEN	7/8/2022	AMAZON	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	9.53
NICOLETTE ANDERSEN	7/8/2022	AMAZON	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	32.72
NICOLETTE ANDERSEN	7/9/2022	AMAZON	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	15.18
NICOLETTE ANDERSEN	7/9/2022	AMAZON	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	73.72
NICOLETTE ANDERSEN	7/9/2022	AMAZON	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	417.21
NICOLETTE ANDERSEN	7/10/2022	AMAZON	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	174.47
NICOLETTE ANDERSEN	7/10/2022	AMAZON	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	330.67
NICOLETTE ANDERSEN	7/10/2022	AMAZON PRIME	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	77.40
NICOLETTE ANDERSEN	7/10/2022	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	16.26
NICOLETTE ANDERSEN	7/11/2022	AMAZON	CKP- MOANA JR. COSTUMES	100-4300-600.250.000	55.93
NICOLETTE ANDERSEN	7/11/2022	WALMART	CKP- PROP SUPPLIES	100-4300-600.250.000	89.32
NICOLETTE ANDERSEN	7/11/2022	WALGREENS	CKP - SUPPLIES	100-4300-600.250.000	39.01
NICOLETTE ANDERSEN	7/11/2022	AMAZON	CKP- MOANA JR COSTUMES SUPPLIES	100-4300-600.250.000	54.00
NICOLETTE ANDERSEN	7/11/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	124.25
NICOLETTE ANDERSEN	7/11/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	39.02
NICOLETTE ANDERSEN	7/12/2022	WALMART	CKP- MOANA JR COSTUMES SUPPLIES	100-4300-600.250.000	19.50
NICOLETTE ANDERSEN	7/12/2022	AMAZON	CKP- MOANA JR COSTUMES	100-4300-600.250.000	358.29
NICOLETTE ANDERSEN	7/13/2022	AMAZON	CKP- MOANA JR COSTUMES	100-4300-600.250.000	261.92
NICOLETTE ANDERSEN	7/13/2022	AMAZON	CKP- MOANA JR COSTUMES & WIGS	100-4300-600.250.000	27.11
NICOLETTE ANDERSEN	7/13/2022	AMAZON	CKP- MOANA JR COSTUMES	100-4300-600.250.000	288.50
NICOLETTE ANDERSEN	7/14/2022	AMAZON	CKP- MOANA JR COSTUMES	100-4300-600.250.000	163.55
NICOLETTE ANDERSEN	7/14/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	8.67
NICOLETTE ANDERSEN	7/14/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	33.82
NICOLETTE ANDERSEN	7/15/2022	AMAZON	CKP- MOANA JR COSTUMES	100-4300-600.250.000	61.85

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EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	7/15/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	30.34
NICOLETTE ANDERSEN	7/15/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	30.36
NICOLETTE ANDERSEN	7/15/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	30.36
NICOLETTE ANDERSEN	7/15/2022	HOME DEPOT	CKP- MOANA JR. SET SUPPLIES	100-4300-600.250.000	288.62
NICOLETTE ANDERSEN	7/16/2022	BACKDROPS FANTASTIC	CKP-MOANA JR. BACKDROP	100-4300-600.250.000	355.00
NICOLETTE ANDERSEN	7/16/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	208.14
NICOLETTE ANDERSEN	7/17/2022	WALMART	CKP- MOANA JR COSTUME/ PROP SUPPLIES	100-4300-600.250.000	100.72
NICOLETTE ANDERSEN	7/17/2022	WALMART	CKP- MOANA JR. PROP SUPPLIES	100-4300-600.250.000	52.95
NICOLETTE ANDERSEN	7/18/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	23.84
NICOLETTE ANDERSEN	7/18/2022	BACKDROPS FANTASTIC	CKP- BACKDROP CREDIT	100-4300-600.250.000	(183.00)
NICOLETTE ANDERSEN	7/19/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	43.37
NICOLETTE ANDERSEN	7/19/2022	AMAZON	CKP- MOANA JR. BATTERIES	100-4300-600.250.000	145.26
NICOLETTE ANDERSEN	7/19/2022	AMAZON	CKP - MOANA JR COSTUMES	100-4300-600.250.000	64.66
NICOLETTE ANDERSEN	7/20/2022	AMAZON	CKP- MOANA JR COSTUME ACCESSORIES	100-4300-600.250.000	65.04
NICOLETTE ANDERSEN	7/20/2022	AMAZON	CKP - MOANA JR COSTUME ACCESSORIES	100-4300-600.250.000	32.52
POLICE DEPT NO 1	6/23/2022	CHEVRON	GAS FOR FTO TRAINING	701-9200-600.257.000	72.63
POLICE DEPT NO 1	6/25/2022	PET MEDICAL CENTER	POLICE K9 BOARDING	100-2200-600.400.700	195.00
POLICE DEPT NO 1	7/19/2022	ELM AVE FEED	POLICE K9 FOOD	100-2200-600.250.000	61.82
RECREATION DEPARTMENT	6/22/2022	CHINA GARDEN	SR. CENTER LUNCH	230-4500-600.250.800	611.56
RECREATION DEPARTMENT	6/23/2022	FOSTERS FREEZE	SR. CENTER LUNCH	230-4500-600.250.800	355.44
RECREATION DEPARTMENT	6/24/2022	ACE HARDWARE	KEYS	100-4200-600.250.000	8.75
RECREATION DEPARTMENT	6/29/2022	RODOLFO'S	SR. CENTER LUNCH	230-4500-600.250.800	481.27
RECREATION DEPARTMENT	6/30/2022	WALMART	SR. CENTER LUNCH	230-4500-600.250.800	131.08
RECREATION DEPARTMENT	6/30/2022	AMAZON	POPCORN BAGS FOR SR CENTER	805-0000-226.200.000	27.11
RECREATION DEPARTMENT	6/30/2022	SELMA SIX CINEMAS	ELVIS MOVIE WITH SENIORS	805-0000-226.000.000	110.00
RECREATION DEPARTMENT	7/1/2022	SELMA SIX CINEMAS	ELVIS MOVIE WITH SENIORS	805-0000-226.000.000	20.00
RECREATION DEPARTMENT	7/5/2022	SIERRA MARKET	TOMATOES & LETTUCE FOR SR. LUNCH	230-4500-600.250.800	3.42
RECREATION DEPARTMENT	7/5/2022	SELMA SIX CINEMAS	SNACKS FOR ELVIS MOVIE	805-0000-226.000.000	150.00
RECREATION DEPARTMENT	7/7/2022	ME N EDS	SR. CENTER LUNCH	230-4500-600.250.800	272.17
RECREATION DEPARTMENT	7/7/2022	EL MERCADO	PLATES FOR SR. LUNCH	805-0000-226.200.000	4.33
RECREATION DEPARTMENT	7/7/2022	FOOD 4 LESS	SNACK BAR ITEMS	805-0000-226.200.000	87.80
RECREATION DEPARTMENT	7/12/2022	WALMART	CONCESSION ITEMS	805-0000-226.200.000	167.67
RECREATION DEPARTMENT	7/13/2022	SIERRA MARKET	TOMATOES & LETTUCE FOR SR. LUNCH	230-4500-600.250.800	6.51
RECREATION DEPARTMENT	7/14/2022	WALMART	DRINKS & FOOD FOR SR. CENTER LUNCH	230-4500-600.250.800	128.66
RECREATION DEPARTMENT	7/14/2022	KRAZY FRUTA	ICE CREAM FOR SENIOR CENTER	230-4500-600.250.800	150.00
RECREATION DEPARTMENT	7/14/2022	AMAZON	ICE SCOOPER FOR ICE MACHINE	805-0000-226.200.000	17.91
RECREATION DEPARTMENT	7/14/2022	DOLLAR TREE	DANCE DECORATIONS	805-0000-226.200.000	23.05
RECREATION DEPARTMENT	7/15/2022	IRENE'S FAMILY DINER	RICE PILAF FOR SR. CENTER	230-4500-600.250.800	65.00
RECREATION DEPARTMENT	7/18/2022	WALMART	MISC. ITEMS FOR SR. CENTER KITCHEN	230-4500-600.250.800	61.19
RECREATION DEPARTMENT	7/19/2022	WALMART	SR. CENTER KITCHEN ITEMS	805-0000-226.200.000	66.58
RECREATION DEPARTMENT	7/20/2022	IRENE'S FAMILY DINER	SR. CENTER LUNCH	230-4500-600.250.800	711.75
RECREATION DEPARTMENT	7/21/2022	CA PARK & REC SOCIETY	LISBETH MARTINEZ MEMBERSHIP RENEWAL	100-4700-610.900.000	165.00
RENE GARZA	6/24/2022	AMAZON	FRAMES FOR CITY MAPS FOR NEW DISPATCH CENTER	100-2100-600.250.000	376.35
RENE GARZA	6/24/2022	AMAZON	DÉCOR FOR POLICE DEPARTMENT	100-2100-600.250.000	88.37
RENE GARZA	6/24/2022	AMAZON	NIKON DIGITAL CAMERA FOR PATROL SERGEANTS	100-2100-600.250.000	121.37
REYNA RIVERA	6/26/2022	ZOOM.US	WEBINAR SUBSCRIPTION	100-1700-600.215.000	40.00
REYNA RIVERA	6/30/2022	NELSON'S ACE HARDWARE	SUPPLIES	702-9300-600.250.000	6.49
ROBERT TERRY	7/1/2022	HOME DEPOT	CVTC BUILDING AND TRAINING SUPPLIES- SEE DOCUMENT #2	274-1600-600.250.000	201.37

US BANK INVOICE FOR CALCARD CHARGES: 6/23/22-7/22/22

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ROBERT TERRY	7/1/2022	HOME DEPOT	CVTC BUILDING AND TRAINING SUPPLIES -SEE DOCUMENT #1	274-1600-600.250.000	193.90
ROBERT TERRY	7/7/2022	5.11 TACTICAL	CVTC BUILDING AND TRAINING SUPPLIES -SEE DOCUMENT #3	100-3200-600.300.000	52.07
ROBERT TERRY	7/9/2022	HOME DEPOT	CVTC BUILDING AND TRAINING SUPPLIES -SEE DOCUMENT #4	274-1600-600.250.000	(201.37)
ROBERT TERRY	7/9/2022	5.11 TACTICAL	CVTC BUILDING AND TRAINING SUPPLIES -SEE DOCUMENT #5	100-3200-600.300.000	195.25
ROBERT TERRY	7/17/2022	ADOBE	ADOBE CREATIVE CLOUD SUBSCRIPTION -SEE DOCUMENT #6	100-3100-610.900.000	52.99
SHANE FERRELL	6/27/2022	NELSON'S ACE HARDWARE	SUPPLIES TO REPAIR SEWER CLEANOUT-PIONEER VILLAGE	702-9300-600.250.000	44.47
SHANE FERRELL	6/27/2022	NELSON'S ACE HARDWARE	BOLTS/NUTS - BRENTLINGER PARK	702-9300-600.250.000	14.21
SHANE FERRELL	7/2/2022	AMAZON	RETURN PULL DOOR HANDLES-FIRE ADMIN	702-9300-600.250.000	(204.93)
SHANE FERRELL	7/20/2022	NELSON'S ACE HARDWARE	PAINT FOR GRAFFITI REMOVAL - PARKS FACILITIES	702-9300-600.250.000	235.87
SHANE FERRELL	7/21/2022	NELSON'S ACE HARDWARE	ELECTRICAL SUPPLIES - SENIOR CENTER	702-9300-600.250.000	28.95
STEVEN MARES	6/22/2022	ACE HARDWARE	KEYS FOR DUI TRAILER	100-2100-600.250.000	32.43
STEVEN MARES	7/13/2022	SIERRA MARKET	WATER FOR MEETING	100-2100-600.250.000	5.29
STEVEN MARES	7/22/2022	BEARS DEN	DONUTS FOR CHIEF MEETING	100-2100-600.250.000	16.64
TIM CANNON	7/7/2022	PAY PAL/ALAMEDA COUNTY	LAW PUBLICATION	100-2200-600.250.000	80.00
TIM CANNON	7/14/2022	HOME DEPOT	BUG SPRAY	100-2200-600.250.000	21.66
					\$ 80,426.47

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

August 6, 2022

ITEM NO: 1.g.

SUBJECT: Consideration of renewal of Non-Exclusive Tow Franchise Agreements with Pit Stop Towing, Dave's Towing, Express Towing and Fortner's Towing

BACKGROUND: The Selma Police Department requires non-consensual vehicle towing services and desires to enter into the Agreement for those services with; Pit Stop Towing, Dave's Towing, Express Towing and Fortner's Towing. These towing companies operate each of their respective businesses in the City of Selma and have provided towing services for needs of the Selma Police Department.

These towing services include the storage and impound of vehicles that are authorized by Selma Police Department Police Officers and Community Service Officers. Each of the tow companies operate on a rotation list and are summoned by a Selma Police Department Dispatcher when tow services are needed.

Tow truck drivers must be employees of the Tow Operator. It is the responsibility of the Tow Operator to ensure that all tow truck drivers responding to calls initiated by the SPD are qualified and competent. The Tow Operator shall be responsible to ensure that all tow truck drivers are properly licensed, insured, trained, and proficient in the use of the tow truck, related equipment, for the safe recovery and towing of the various calls and vehicles under this Agreement. It is the responsibility of the Tow Operator to maintain, at a minimum, the following information for each employee tow truck driver:

- a. Full legal name.
- b. Date of birth.
- c. California driver's license number.
- d. Copy of valid medical certificate, if required.
- e. Job title/description.
- f. Current home address.
- g. Current home phone number.
- h. Type(s) of truck(s) and equipment, the driver has/have been trained to operate.
- i. Current Pull Notice as required by California Vehicle Code 1808.1.

Each Tow Operator is required to pay their annual business license to the City of Selma.

The Selma Finance Department invoices each Tow Operator at the end of the month for a towing fee of \$40.00 per tow.

DISCUSSION: This five-year agreement allows the Selma Police Department to continue the use of tow services of towing companies who have valid towing operating permits that are required by the State of CA.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
None.		None.
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: N/A Fund Balance (6/30/2023 Projections): Data Processing: \$471,330 General Fund: FYE 2022-23 \$12,044,745		None.

RECOMMENDATION: Approve and authorize the City Manager to execute Non-Exclusive Tow Agreements with Pit Stop Towing, Dave's Towing and Fortner's Towing.

Fernando Santillan, City Manager

Rudy Alcaraz, Chief of Police

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A NON-EXCLUSIVE FRANCHISE TOWING AGREEMENT WITH PIT STOP TOWING, DAVE’S TOWING AND FORTNER’S TOWING FOR THE PURPOSE OF PROVIDING TOWING SERVICES FOR THE SELMA POLICE DEPARTMENT TO UTILIZE AS NEEDED

WHEREAS, the City of Selma is authorizing the City Manager to execute a Non-Exclusive Franchise Tow Agreement with Pit Stop Towing, Dave’s Towing and Fortner’s Towing for the purpose of providing towing services for the Selma Police Department.

WHEREAS, there are no fees associated with this Tow Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma as follows:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby approves the Agreement attached as Exhibit A and incorporated herein by reference.

SECTION 3. The City Manager is hereby authorized to execute Non-Exclusive Tow Agreements and all necessary documents and make all necessary expenditures related to the same on behalf of the City.

SECTION 4. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words, or parts thereof of the Resolution or their applicability to other persons or circumstances.

PASSED, APPROVED AND ADOPTED this 6th day of September, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Signatures on following page

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

EXHIBIT "A"

**AGREEMENT FOR NON-EXCLUSIVE FRANCHISE
FOR TOW SERVICES**

This Non-Exclusive Tow Service Franchise Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____ 20____ ("Commencement Date"), at Selma, California, between the City of Selma, a municipal corporation ("City") and _____ ("Tow Operator").

WITNESSETH

WHEREAS, City requires non-consensual vehicle towing services and desires to enter into the Agreement for those services; and

WHEREAS, City has the authority under state and federal law to regulate a tow franchise within its boundaries and to charge a reasonable fee to reimburse the City for the costs of administering such franchise; and

WHEREAS, Tow Operator desires to enter into this Agreement to provide such non-consensual towing services to City; and

WHEREAS, Tow Operator agrees that the City has the authority to enforce the terms and conditions of this Agreement and to charge the fees as adopted and amended from time to time by resolution of the City Council.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants herein set forth, the parties agree as follows:

Section 1. **Definitions.**

a. "Agreement" means the Agreement for Non-Exclusive Franchise for Tow Services entered into between the City and Tow Operator.

b. "Franchise Referral Fee" means a fee charged to Tow Operation for each service call to compensate the City for costs borne by the City related to non-consensual vehicle towing under this agreement.

c. "Franchise Tow Policy" means the franchise tow policy of the Selma Police Department.

d. "Rotation List" means a call rotation list maintained by the Selma Police Department.

e. "Selma Police Department ("SPD")" is the designated City Department to administer the Agreement.

f. "Tow Operator" means the tow service provider and duly authorized employees, agents, assigns or designees.

Section 2. Agreements. Tow Operator agrees to observe, comply, and stay fully informed of and shall cause any and all persons employed by it or under its control to observe and comply with all terms and conditions of this Agreement, the SPD Franchise Tow Policy, all local, state and federal laws, orders and decrees in any manner and to pay all fees required by this Agreement.

Section 3. Franchise Referral Fee. Tow Operator agrees to pay the Tow Referral Fee of \$40.00 per tow as set and amended from time to time by the City Council of the City of Selma for each Service Call pursuant to this Agreement. The Selma Finance Department will invoice the Tow Operator at the end of each month for a towing fee of \$40.00 per tow.

Section 4. Term and Termination.

a. This Agreement shall be effective for a period of five (5) years from the Commencement Date.

b. This Agreement may be terminated immediately upon written notice by either party to the Agreement given to the other party at the address or facsimile number in Section 16 of this Agreement.

Section 5. Voluntary. Participation in the Agreement and inclusion on the Rotation List is voluntary, however, agreeing to and complying with the terms and conditions of the Agreement is mandatory for inclusion on the Rotation List for non-consensual towing within the boundaries of the City of Selma.

Section 6. Independent Contractor. Tow Operator is an independent contractor and not an officer, agent, servant, or employee of the City. Tow Operator is fully responsible for the acts and/or omissions of its officers, agents, employees, contractors or representatives. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the City and Tow Operator. Neither Tow Operator nor its officers, employees, agents, contractors, or representatives shall obtain any right to retirement for other benefits that have accrued to City employees.

Section 7. Rotation List. The SPD shall maintain and utilize a Rotation List for the equitable distribution of tow calls. The Rotation List will be created, maintained and utilized under the terms and conditions set forth in the Franchise Tow Policy. SPD has the right to skip the order of the rotation list when necessary.

Section 8. Drivers. Tow truck drivers must be employees of the Tow Operator. It is the responsibility of the Tow Operator to ensure that all tow truck drivers responding to calls initiated by the SPD are qualified and competent. The Tow Operator shall be responsible to ensure that all tow truck drivers are properly licensed, insured, trained, and proficient in the use of the tow truck, related equipment, for the safe

recovery and towing of the various calls and vehicles under this Agreement. It is the responsibility of the Tow Operator to maintain, at a minimum, the following information for each employee tow truck driver:

- a. Full legal name.
- b. Date of birth.
- c. California driver's license number.
- d. Copy of valid medical certificate, if required.
- e. Job title/description.
- f. Current home address.
- g. Current home phone number.
- h. Type(s) of truck(s) and equipment, the driver has/have been trained to operate.
- i. Current Pull Notice as required by California Vehicle Code 1808.1.

Additionally, it shall be the responsibility of the Tow Operator to provide current copies of the above information to the SPD Operations Commander for each employee tow truck driver for the term of this Agreement.

Section 9. Rates and Fees for Towing and Storage.

a. Rates and fees for towing and storage shall be defined in the Franchise Tow Policy and shall not exceed the amount set and amended from time to time by resolution of the City Council.

Section 10. Tow Truck Classification.

a. Class B Tow Trucks. Class B tow trucks with a gross vehicle weight requirement (GVWR) of less than 26,001 pounds shall be allowed on the Rotation List.

b. Other Tow Classifications. Other class two trucks, including Class C and Class D are not subject to this Agreement.

Section 11. Storage Facilities. Storage facilities shall comply with all local, state and federal laws, including but not limited to, the City of Selma Zoning Ordinance, the California Vehicle Code, and the terms and conditions of the Franchise Tow Policy.

Section 12. Inspections. Tow Operator shall arrange with the California Highway Patrol ("CHP") Annual Inspections of all tow trucks, including, but not limited to any new or replacement tow truck vehicles prior to placing them into service. The Tow Operator shall provide proof that all tow trucks have been inspected by the CHP by providing current inspections on all tow trucks to the SPD Operations Commander. The SPD may conduct additional inspections without notice during normal business hours and/or before or during any special operations. Any tow truck that fails inspection shall

not be placed into service under the terms of this Agreement until said tow truck has been reinspected and passed reinspection.

Section 13. Insurance. It shall be the sole responsibility of Tow Operator to procure and maintain for the duration of this Agreement, or longer if required, insurance against all claims for injuries to persons or damages to property which may arise out of or in the course of the performance of the activities set forth in this Agreement by Tow Operator, their agents, representatives, or employees. The City reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

- a. Minimum scope of insurance coverage shall be at least as broad as:
 - General Liability Insurance Coverage Broad Form Comprehensive General Liability Occurrence Form. Coverage is to be equal to insurance services office (ISO), Commercial General Liability Insurance which shall be on the most current version of ISO, Commercial Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operation, including the use of owned and non-owned equipment, products and completed operations, and contractual liability, including, without limitation, indemnity obligations under the contract, with limits of not less than the following:
 - 1. \$1,000,000 per occurrence for bodily injury and property damage;
 - 2. \$1,000,000 per occurrence for personally injury and advertising injury;
 - 3. \$1,000,000 per occurrence for products and completed operations;
 - 4. \$1,000,000 aggregate for products and completed operations;
 - 5. \$1,000,000 general aggregate applying separately to work performed under the Agreement;
 - 6. \$1,000,000 for garage keepers/storage facilities;
 - 7. \$1,000,000 on-hook/cargo.
- b. Commercial Automobile Liability insurance which shall be on the most current version of ISO Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired and non-owned vehicles or other licensed vehicles with limits of not less than \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability insurance with minimum limits of \$1,000,000.
- d. Worker's Compensation. Worker's Compensation insurance shall be maintained as required under the California Labor Code. Vendor shall submit to

City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

e. Verification of Coverage. Tow Operator shall provide current copies of certificates of insurance or policy declarations to the SPD Operations Commander.

f. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Section 14. Police Chief. The Police Chief of the City of Selma Police Department or his/her designee shall have the authority to promulgate administrative rules and procedures necessary for the successful and effective implementation of this Agreement. Those administrative rules and procedures shall be contained in the Franchise Tow Policy.

Section 15. Financial Interest. No tow operator, nor any of its employees or agents shall have any interest, nor shall they acquire any interest, direct or indirect involving the towing-related business of any other tow operator including ownership or operation of towed vehicle storage facilities within the City. The sale or transfer of the controlling interest in a tow operator shall immediately terminate this Agreement. A new owner may apply, under the terms of the Franchise Tow Policy, for a non-exclusive franchise from the City.

Section 16. Notices.

a. Any notice required or intended to be given to either party under the terms of this Agreement, including, but not limited to, notice of termination of the Agreement, shall be in writing and shall be deemed to be duly given if delivered personally, deposited in the United States mail, with postage prepaid or when sent by facsimile and deposited in the United States mail, postage prepaid. It is the Tow Operator's responsibility to inform the SPD Operations Commander of any changes of address or contact information. Notice to the Tow Operator shall be deemed properly delivered when it is delivered personally or deposited in the United States mail, with postage prepaid, to the Tow Operator's address on record with the SPD Operations Commander.

b. Notices to the City shall be sent to:

City of Selma Police Department
Attention: SPD Operations Commander
2055 Third Street
Selma, CA 93662

c. Notices to the Tow Operator shall be sent to:

Section 17. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provisions. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by other parties of any other provision to this Agreement.

Section 18. Entire Agreement. This Agreement is the entire agreement between the parties, and supersedes any prior agreement, representation, negotiation or correspondence between the parties except as expressed in this Agreement or otherwise provided in this Agreement. No subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties to this Agreement.

Section 19. Severability. If any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegalities, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement.

Section 20. Amendments. This Agreement may be amended or modified only upon written agreement and signed by the parties hereto.

Section 21. Fees and Gratuities. Tow Operator shall not nor shall permit any of its employees, agents, contractors, or representatives to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for services otherwise required to be performed by Tow Operator under this Agreement.

Section 22. Choice of Law, Venue and Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. In the event that litigation between the parties, venue in the state trial courts shall lie exclusively in the County of Fresno. In the event that either party hereto institutes an action or proceeding for the enforcement of any of their rights in and under this Agreement or if either party is involuntarily enjoined in an action or proceeding involving the other party, the prevailing party in such action shall be entitled to recover from the other party all reasonable costs incurred by the prevailing party in such action, including actual costs and attorney's fees.

Section 23. Indemnification. To the fullest extent permitted by law, Tow Operator hereby agrees to indemnify, hold harmless, protect, and defend, the City,

SPD, and their agents, employees, contractors and representatives from and against any claims, causes of action, liabilities, losses, and damages, whether foreseeable or unforeseeable, arising directly or indirectly out of or from the performance of this Agreement. The provisions of this section shall survive the termination, cancellation, or expiration of this Agreement.

Section 24. Non-Liability of City Officials. No member of the City Council, the City Manager, SPD, or any other official or authorized employees, or agents of the City shall be personally responsible for any damage or liability resulting from the performance or non-performance of or any act or omission by Tow Operator, employees, agents, officers, or other persons, pursuant to this Agreement, without regard to whether acts or omissions were negligent, intentional, or willful.

Section 25. Maintenance of Records. Tow Operator shall maintain and make available for inspection by the SPD records related to this Agreement as specified in the Franchise Tow Policy including, but not limited to, tow slips, invoices, and business records. The SPD may inspect all tow operator records without notice during normal business hours.

Section 26. Assignment. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

TOW OPERATOR:

Dated: _____, 20____

(Print name and title)

APPROVED AS TO FORM:

Attorney for Tow Operator

CITY:

CITY OF SELMA

Dated: _____, 2022 By: _____

Rudy Alcaraz, Police Chief

APPROVED AS TO FORM:

Mary Lerner, City Attorney#

CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:

September 6, 2022

ITEM NO: 2.

SUBJECT: Reconsideration of June 20, 2022 City Council decision which authorized City Staff to commence the abatement process for the removal of the illegal sign located at 1630 2nd Street (APN: 388-155-22)

RECOMMENDATION:

Reaffirm City Council's decision from the June 20, 2022 City Council meeting to authorize City staff to proceed with the abatement of the illegal on-premise advertising display located at 1630 2nd Street.

BACKGROUND: On September 20, 2021, the Selma City Council unanimously voted to declare an abandoned sign located at 1630 2nd Street a public nuisance. The owner was ordered to abate the nuisance by removing the illegal on-premise advertising display.

From September 20, 2021, numerous public hearings occurred, where the item was further extended until June 20, 2022, when Council directed staff to begin sign removal (abatement) activities. The process will include the property owner being given the option of removing the structure, or the City removing the display utilizing City forces (or a contractor retained by the City to do so), and the cost of such removal shall be assessed against the Property as a lien which will remain on the Property until paid in full pursuant Selma Municipal Code Section 8-5-8 and California Business and Professions Code §5499.1 et. seq.

During the August 1, 2022 City Council meeting, following public comment from the applicant regarding the Council's previous decision, Council directed Staff to revisit the 1630 2nd Street sign abatement item at a future City Council meeting.

ANALYSIS: The property owner and project proponent has assured staff throughout the numerous coordinating efforts and City Council meetings in regard to the abatement of his sign, that the existing structure will be used as a part of the proposed project.

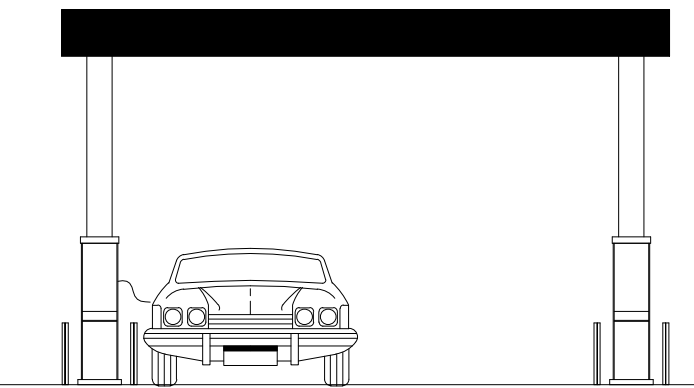
Staff has concerns of the actual use of the sign structure, as it seems that the proposed sign and sign structure is not similar to what is existing on site. Attachment 1 shows the relative location of the proposed sign and sign support structure. Attachment 2 shows the existing sign structure location. It has yet to be confirmed that the location of the existing sign structure and the proposed sign structure are in the same location, which would not require the movement of the existing sign. Attachment 3 depicts the existing sign structure from the view of the northbound State Route 99 off-ramp exit onto 2nd Street. As shown in the Attachments, the proposed sign structure is a modified version of the existing sign structure. Therefore, the applicant or developer will most likely need to reconstruct the sign or propose a new sign. At minimum, an engineering analysis of the existing sign structure, and proposed altered use of said structure, would need to be completed by the applicant, and reviewed/approved by the City Engineer.

Trevor Stearns, Contract City Planner

Rob Terry, Deputy City Manager

Attachments:

1. Site Renderings
2. Existing Sign Location
3. Street view of Existing Sign



WEST STAR
ENVIRONMENTAL, INC.

CONTRACTOR/HAZARDOUS WASTE LIC. #605142
UNDERGROUND TANK REMOVAL * TANK INSTALLATION
SERVICE STATION/CARWASH/CONVENIENCE STORE BUILDING
UG * ABOVEGROUND TANKS * CANOPIES
* EQUIPMENT * REMEDIATION
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Documents prepared by:
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WESTSTAR ENVIRONMENTAL, INC.
4770 W. JENNIFER
FRESNO, CA. 93722

[illegible]

Selma Valero Station

1630 Second St., Selma, CA.

Site Renderings

Project Number	WSE03132021
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Date	6/19/22
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Drawn By	GSF
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Checked By	Checker
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SP103

Scale	
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CITY MANAGER'S/STAFF'S REPORT
COUNCIL MEETING DATE:

September 6, 2022

ITEM NO: 3.

SUBJECT: Consideration of an Ordinance Amendment (Submittal No. 2022-0016) to Selma Municipal Code Section 11-28-8 Billboards (Off-Premise Advertising Sign Structure) – Second Reading and Adoption

DISCUSSION: At the August 15, 2022 City Council Meeting, the City Council voted 3-2 to introduce and waive the first reading of Ordinance 2022-0016. Included within the approved action was also direction to incorporate language that prohibited the use of the official City Seal on any billboard or structure, but to encourage billboard owners, operators and/or businesses to utilize text and graphics that highlight the City of Selma. This language has been added as within Section A, Item 4 and 5 of the Text Amendment Ordinance.

Should the Council choose to waive the second reading and adopt the Ordinance, the amended text will become effective thirty days from the date of Council action.

RECOMMENDATION: Waive the second reading and adopt the Ordinance for adoption of ZTA 2022-0016 amending Section 11-28-8 of Title XI of the Selma Municipal Code relating to Billboards (Off-Premise Advertising Sign Structure).

Trevor Stearns
Contract City Planner

Rob Terry
Deputy City Manager

Attachments

1. Ordinance for ZTA 2022-0016

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING
SECTION 11-28-8 OF TITLE XI OF THE SELMA MUNICIPAL CODE RELATING TO
BILLBOARDS (OFF-PREMISE ADVERTISING SIGN STRUCTURE)

THE CITY COUNCIL OF THE CITY OF SELMA DOES ORDAIN as follows:

SECTION 1. Section 8 of Chapter 28 of Title XI (11-28-8) of the Municipal Code of the City of Selma is hereby amended to read as follows:

“11-28-8: Billboards (Off Premises Advertising Sign Structure)

(A) General Provisions:

1. No billboard shall be constructed, relocated, or upgraded within the city without a Conditional Use Permit (CUP), unless otherwise noted in this Chapter. Each application shall be considered separately and individually. Multiple billboards on separate parcels shall not be combined into a single application. Multiple billboards on a single legal parcel may be submitted as one application. Multiple faces on a single billboard shall be submitted as a single application.
2. Expansion of billboard area or addition of faces to existing billboards: the vested rights held by existing billboards, whether conforming or nonconforming to this Chapter, do not allow expansion of billboard area or addition of billboard faces as a matter of right. No billboard shall have its area increased or have an additional face added unless all of the following conditions are met:
 - (a) A Conditional Use Permit is obtained by the applicant;
 - (b) The billboard meets the requirements of this Chapter;
 - (c) The applicant obtains all required building permits.
3. The City may permit a total of up to a total of 24 Billboards faces within City limits. Any existing legal nonconforming billboard in place at the time of the approval of this Ordinance, shall not count towards the total number of allowed Billboard sign faces.

4. Any newly constructed billboard shall not display or incorporate the City of Selma official seal on the billboard support structure or sign face area.

4.5. Any newly constructed billboard will be encouraged to display or incorporate the phrase “City of Selma” and/or inclusion of a representative graphic for the City of Selma.

(B) Placement:

1. Billboards shall only be permitted within two hundred feet (200') of Highway 99 and only in the M-1, and M-2 zone districts.

2. No billboards shall be permitted within five hundred feet (500') of property zoned or planned for residential uses. Uses across Highway 99 from a proposed billboard shall not be considered in this requirement.
3. No billboard shall be placed within five hundred feet (500') of another billboard or a freeway-oriented sign. No billboard with electronic message display shall be placed within one thousand feet (1,000') of another billboard with electronic message display. Billboards and freeway-oriented signs across Highway 99 from a proposed billboard shall not be considered in this requirement.

(C) Design:

1. The total height of a billboard shall not exceed fifty feet (50') to the top of the structure.
2. Notwithstanding any other policy per the Selma Municipal Code, the height of the billboard shall not exceed fifty feet (50') to the top of the structure as measured from either the finished grade under the billboard or from the freeway, highway, State Route grade, whichever is higher; unless a variance is proposed.
3. The total area of a single sign face shall not exceed six hundred seventy-two (672) square feet.
4. The area shall be measured by the smallest square, rectangle, triangle, circle, or combination thereof, which will encompass the entire advertisement and is made based on the height and the length but no the depth of the advertising surface.
5. A Variance may be proposed only to deviate from the prescribed maximums, specific to size and height. The Variance will be approved by Planning Commission and processed consistently with Title XI, Chapter 22 – Variances of the City of Selma Municipal Code.

(a) The applicant must prove that the existing development standards outlined within this Chapter will negatively impact billboard's viewability.

Any deviation specific to the overall sign size and height can be proposed.

5. Billboards are defined as a sign, static or electronic, which advertises goods, products, services or facilities.
6. Billboard faces are defined as the surface area used for the display of goods, products, services, or facilities.
7. No billboard shall have more than two (2) sign faces.
8. All billboards shall be supported by a single pole.
9. The minimum height to the bottom of a billboard shall be twenty feet (20').

10. All visible sign support columns for electronic billboards shall be concealed with approved architectural embellishments. The materials used in the sign support embellishments shall be primarily natural stone, brick, approved masonry panels, stucco, or architectural metal.
11. Billboards may be illuminated provided no lighting is directed onto adjacent properties or public rights-of-way and, where applicable, and be reviewed by the California Highway Patrol and/or California Department of Transportation (Caltrans).
12. Electronic billboards shall have the City of Selma branding on each side that contains advertising.

(D) Electronic message display and LED billboard signs:

1. Electronic message display and LED billboard signs are permitted but must have clearance or necessary approvals in writing from Caltrans Outdoor Advertising. Electronic message rotation shall comply with Caltrans safety standards.
2. The owner of an LED billboard sign shall coordinate with the local authorities to display, when appropriate, emergency information important to the traveling public including, but not limited to Amber Alerts, alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues the information.
3. The owner of an LED billboard sign shall provide to the City of Selma Community Development Department 24-hour contact information for a person who has the authority and ability to turn off the electronic sign promptly after a malfunction occurs. Any sign not properly functioning needs to be repaired to the city's satisfaction within 30 days of a written notice or be subject to CUP revocation process, with the possibility of an additional 30-day extension approved by the Community Development Director or City Manager.”
4. Electronic Billboards shall meet the same size and height requirements as standard Billboards, as noted above.

(E) Upgrades

The City Manager or his/her designee shall have the authority to administratively approve, an existing billboard that has been previously approved via a Conditional Use Permit, the issuance of a permit for the upgrade of an existing billboard, subject to design review, which meets all of the following requirements:

1. The applicant proposes to enhance, improve and modify an existing legal or legally non-conforming billboard for the purpose of modernizing and improving the aesthetic appearance of such billboard.
2. Upgrades shall be considered as follows:
 - a. If 50% or less of the area of a billboard face is being improved or increased, then it will be considered an upgrade and or;

- b. If 50% or less of the support structure is being improved or increased, then it will be considered an upgrade.
- 3. The proposed upgrade will comply with the provisions of this ordinance.
- 4. An upgrade may allow a billboard to become legally conforming if not already at the time of the proposed upgrade, exempting all billboards located outside of the geographic location permitted within this ordinance.
- 5. All upgrades that exceed the 50% threshold shall be subject to the approval of a Conditional Use Permit.
- 6. Any work consisting of less than 50% threshold will be considered as maintenance of the existing billboard.

(F) Replacement, Relocation of Existing Billboard, and Maintenance

- 1. Administrative Approval: If a legally conforming billboard no longer conforms to placement requirements due to property development, road widening, etc., the billboard shall be relocated on the same property. The City Manager or his/her designee shall have the authority to administratively approve the issuance of a permit for the relocation of an existing billboard, subject to design review, which meets all of the following requirements:
 - (a) The billboard was legally permitted by the City of Selma or otherwise had legal non-conforming status with the City.
 - (b) The City or another public agency has required the relocation of the existing billboard, or it is otherwise physically necessary to relocate the billboard;
 - (c) The sign will be relocated on the same parcel or property it was originally located;
 - (d) The size of the new or relocated billboard will not exceed the size, area, height, length, width, shape and number of sides or faces of the existing billboard. If a modification to these parameters is desired, a Conditional Use Permit will be required as described in Section F-2 below.
 - (e) The relocated billboard will constitute an improvement in the aesthetic appearance of the original billboard structure;
 - (f) All proposed lighting for the new or relocated billboard shall be the same or similar to the lighting of the original billboard and, in any case, the new sign will not utilize display technology which creates a moving or changing image, of the illusion thereof and the new or relocated sign may not be electronic or LED unless proposed with a Use Permit; and

- (g) All costs associated with the relocation and installation of the new or relocated billboard will be borne solely by the billboard owner or applicant. If a new structure is to be built, it must comply with all applicable Building Code and safety requirements.
 - (h) Replacement billboards shall comply with all applicable federal, State, and local regulations.
- 2. Conditional Use Permit Approval: Replacement billboards shall also be permitted subject to the provisions of this ordinance when the following apply:
 - (a) The applicant completely demolishes and relocates an existing billboard, including a legal nonconforming billboard, to a more suitable location so as not to conflict with the proposed development or redevelopment of the property, or other valid reasons and complies with the development standards of Title XI, Chapter 28 of the Municipal Code of the City of Selma; or
 - (b) The applicant completely demolishes and relocates an existing billboard, including a legal nonconforming billboard, to a more suitable location that lessens the overall negative aesthetic impacts on the city and its residents and complies with the development standards of Title XI, Chapter 28 of the Municipal Code of the City of Selma; or
 - (c) The applicant has previously removed and completely demolished one or more billboards and maintains credits for such removal by the California Department of Transportation pursuant to California Business and Professions Code Section 5443.5; or
 - (d) The applicant proposes to enhance, improve and modify an existing billboard already established within a permitted zone for the purpose of modernizing and improving the aesthetic appearance of such billboard.
- 3. New billboards which replace existing billboards may feature electronic copy, subject to the approval of a Conditional Use Permit.
- 4. Maintenance
 - a. All billboards shall be maintained in a safe, presentable, and good structural condition at all times, including the replacement of defective parts, painting, repainting, cleaning, ensuring the sign facing is not dilapidated or faded, and other acts required for the maintenance of such billboard. Billboards not in conformance with these standards will be addressed utilizing the Public Nuisance process as detailed within Title 1, Chapter 21 of the Selma Municipal Code.”

SECTION 2. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 3. This ordinance shall take effect thirty (30) days after its passage.

SECTION 4. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Selma held on the 15th day of August 2022, and passed and adopted at a regular meeting of the City Council held on the _____ day of _____ 2022, by the following vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Scott Robertson
Mayor, City of Selma

ATTEST:

Reyna Rivera
City Clerk, City of Selma

APPROVED AS TO FORM:

Mary F. Lerner
City Attorney

**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

September 6, 2022

ITEM NO: 4.

SUBJECT: Discussion and consideration of construction delivery methods to be used for the construction of the City's new fire station.

BACKGROUND: It is recognized that the Selma Fire Department is in need of a new fire station that will replace the current fire station at Floral and 'A' Street, which was built sometime in the 1950s. The location at Floral and 'A' Street has been determined by staff to be less than ideal for a new station. The City has purchased property at the corner of Thompson and Huntsman, which will be used to build the City's new fire station.

DISCUSSION: With the recent acquisition of State funding totaling \$4,500,000.00, and the anticipated revenue to be received over the next two fiscal years in the Ambulance Fund, staff recommends beginning the design process for the new Fire Station in order to complete the facility in a timely and most cost-effective manner. The City Manager and Fire Chief have researched options for construction delivery methods and have narrowed down the two best options. The two most suitable delivery methods are Design/Build and Design/Bid/Build. Council will receive a presentation on the pros and cons for each method. The presentation will be followed up by council discussion on the two methods, with staff recommending the Design/Build construction delivery method.

RECOMMENDATION: Staff recommends that Council discuss and give staff direction to move forward with the Design/Build construction delivery method to be used for the construction of the City's new fire station.

Robert Petersen, Fire Chief

Fernando Santillan, City Manager

ITEM NO: 5.

SUBJECT: Consideration of City's position on the League of California Cities
Proposed Bylaws Amendments

DISCUSSION: This year the League of California Cities is proposing amendments to the League bylaws to be considered and voted on during the business meeting held at the annual conference.

The proposed amendments are described below:

1. Formalize oversight of the **Resolutions Committee** by establishing the Second Vice President as the chair of the committee, while retaining the President's authority to appoint the vice chair of the committee.
2. To ensure a more inclusive **Nominating Committee**, add one committee member appointed from among the Caucus Directors and one additional committee member appointed from among the At-Large Directors for a total of 13 committee members.
3. Clarify that, unless the Board establishes otherwise, the **Cal Cities President appoints the chair of Board-established committees**.
4. To avoid confusion and clarify organizational responsibilities, remove "Treasurer" from the **title of the Second Vice President**.
5. To promote consistency, replace the term "Board member(s)" with "**Director(s)**."

RECOMMENDATION: Consider City Council's position on the proposed amendments and provide direction to voting delegate(s).

Fernando Santillan, City Manager