

**CITY OF SELMA**  
**REGULAR COUNCIL MEETING**  
**August 18, 2014**

The regular meeting of the Selma City Council was called to order at 6:02 p.m. Council members answering roll call were: Avalos, Derr, Robertson, and Mayor Pro Tem Rodriguez.

Also present were City Manager Grey, City Attorney Costanzo, Community Services Director Kirchner, Financial Consultant Yribarren, Fire Chief Kain, and interested citizens. Police Chief Garner arrived at 6:20 p.m.

The agenda for this meeting was duly posted in a location visible at all times by the general public seventy-two hours prior to this meeting.

**INVOCATION:** Pastor Marvin Clayton led the Invocation.

**POTENTIAL CONFLICTS OF INTEREST:** Council member Robertson discussed that he would be recusing himself from the agenda item regarding the amendment to the Second Chance Animal Shelter agreement.

City Attorney Costanzo further explained the basis of his advice to Council member Robertson regarding recusal.

**SPECIAL PRESENTATIONS:** Fire Chief Kain stepped forward and introduced Firefighter Reeser to update Council on the Firefighters in Safety Education Program (FISE), which is grant funded. Ms. Michelle Zaragoza, Alisa Ann Ruch Burn Foundation Regional Manager, stepped forward and presented a PowerPoint presentation regarding the FISE Program.

Police Chief Garner stepped forward to recognize Police Sergeant Alcaez on his recent POST Supervisory Leadership Institute graduation. He was congratulated by Council.

**ORAL COMMUNICATIONS:** Ms. Sylvia Garza, 2255 Dockery stepped forward to invite Council to the upcoming Mariachi Festival at Pioneer Village.

**CONSENT CALENDAR:** Council member Derr requested that agenda items 1.a. and 1.b. be pulled for separate discussion. Council member Avalos requested that agenda items 1.d. and 1.e. also be pulled for separate discussion. Motion to approve the remainder of the Consent Calendar was made by Council member Robertson and seconded by Council member Derr. Motion carried with the following vote:

AYES: Robertson, Derr, Avalos, Rodriguez  
NOES: None  
ABSTAIN: None  
ABSENT: None

- a. Pulled for separate discussion.
- b. Pulled for separate discussion.
- c. RESOLUTION NO. 2014-34R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA REQUESTING ACTION BY CONGRESS ON DROUGHT LEGISLATION. Resolution approved by standard motion.
- d. Pulled for separate discussion.
- e. Pulled for separate discussion.

**AGENDA ITEM 1.a. & 1.b. CONSIDERATION AND NECESSARY ACTION ON MINUTES OF THE AUGUST 4, 2014 WORKSHOP/PRE-COUNCIL MEETING & AUGUST 4, 2014 REGULAR MEETING:** After discussion, motion to approve as read the August 4, 2014 Workshop/pre-Council *and* Regular meeting minutes was made by Council member Robertson and seconded by Council member Avalos. Motion carried with the following vote:

AYES: Robertson, Avalos, Rodriguez  
NOES: None  
ABSTAIN: Derr  
ABSENT: None

**AGENDA ITEM 1.d. CONSIDERATION AND NECESSARY ACTION ON RESOLUTION DECLARING SURPLUS AND SALE, DONATION OR DISPOSAL OF CITY PROPERTY:** After discussion, motion to approve RESOLUTION NO. 2014-35R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA DECLARING CERTAIN EQUIPMENT SURPLUS AND AUTHORIZING THEIR SALE, DONATION OR DISPOSAL was made by Council member Avalos and seconded by Council member Robertson. Motion carried with the following vote:

AYES: Avalos, Robertson, Derr, Rodriguez  
NOES: None  
ABSTAIN: None  
ABSENT: None

**AGENDA ITEM 1.e. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED AUGUST 12, 2014:** After discussion, motion to approve Check Register dated August 12, 2014 was made by Council member Avalos and seconded by Council member Derr. Motion carried with the following vote:

AYES: Avalos, Derr, Robertson, Rodriguez  
NOES: None  
ABSTAIN: None  
ABSENT: None

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SELMA AND SECOND CHANCE ANIMAL SHELTER OF SELMA (SCAS):**

Prior to discussion, Council member Robertson recused himself of the agenda item and left the room. City Attorney Costanzo explained the need for the agreement amendment and outlined each of the modifications for Council.

Ms. Sandi Niswander, 2474 Country Club Lane, stepped forward in favor of the issue and requested that Council reaffirm their support to Second Chance Animal Shelter.

Mr. Tanner Grewe, SCAS Animal Control Officer, stepped forward to introduce himself to Council and at the request of Mayor Pro Tem Rodriguez provided Council with his qualifications, background, and interest in the City of Selma.

After much discussion, motion to approve RESOLUTION NO. 2014 – 36R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SELMA AND SECOND CHANCE ANIMAL SHELTER OF SELMA was made by Council member Avalos, and seconded by Council member Derr. Motion carried with the following vote:

AYES: Avalos, Derr, Rodriguez

NOES: None

ABSTAIN: Robertson *\*recused*

ABSENT: None

At this point in the meeting, Council member Robertson returned to his seat on the Council dais.

**CONSIDERATION AND NECESSARY ACTION ON AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA ADDING CHAPTER 4 OF TITLE VI OF THE SELMA MUNICIPAL CODE ENTITLED APPOINTMENT OF ANIMAL CONTROL OFFICER– *intro and first reading*:** City Attorney Costanzo reviewed the Ordinance for Council.

After discussion, motion to introduce and waive the first reading of an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA ADDING CHAPTER 4 OF TITLE VI OF THE SELMA MUNICIPAL CODE ENTITLED APPOINTMENT OF ANIMAL CONTROL OFFICER was made by Council member Derr and seconded by Council member Avalos. Motion carried by the following vote:

AYES: Derr, Avalos, Robertson, Rodriguez

NOES: None

ABSTAIN: None

ABSENT: None

**CONSIDERATION AND NECESSARY DISCUSSION ON PROPOSED VIDEO**

**POLICING:** Police Chief Garner provided information regarding the system and stated that the proposed program would be grant funded. After discussion, it was the consensus of Council to direct staff to provide a policy for review at the next meeting.

**DEPARTMENTAL REPORTS:** Fire Chief Kain reported on the Fire administration building transition.

Police Chief Garner reported on the recent National Night Out event.

City Manager Grey reported on the upcoming event at Pioneer Village and asked Mr. Louis Franco to step forward to provide Council with more information.

Mr. Louis Franco stepped forward to invite Council to the Rock n Brews event and stated that all proceeds will be going to the Second Chance Animal Shelter and to Firefighter Chris Nelson.

City Manager Grey also reported and distributed information regarding the recent California Water Service Rate Case.

Mr. Scott Bailey, California Water Service District Manager stepped forward to discuss the approved rate case, and new mandated requirements.

**COUNCIL REPORTS:** Council member Robertson reported on attending a recent SKF meeting, and an upcoming Lions Club Dance honoring the Second Chance Animal Shelter.

Mayor Pro Tem Rodriguez requested that consideration of a dedicated funding source for a new sports complex be placed on the next agenda.

**EXECUTIVE SESSION:** At 7:32 p.m., Mayor Pro Tem Rodriguez recessed the meeting into Closed session to discuss one pending litigation item – Selma Peace Officers Assn v. City of Selma, Fresno Superior Court Case No. 11CECG03439. The meeting reconvened at 7:52 p.m., with nothing to declare in the open session of the meeting.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 7:53 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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George Rodriguez  
Mayor Pro Tem of the City of Selma

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

September 2, 2014

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**ITEM NO:**

1. b.

**SUBJECT:**

Award contract to RJ Berry Jr., Inc. for Various Streets and Alley Improvement Project, Community Development Block Grant (C.D.B.G.) Project 13651.

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**DISCUSSION:**

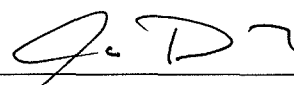
Bids for construction of improvements for C.D.B.G. Project 13651, Various Streets and Alley Improvement Project, were opened on July 29, 2014. The bid results were as follows:

| <b>Contractor</b>                | <b>Bid Amount</b> |
|----------------------------------|-------------------|
| RJ Berry Jr., Inc.               | \$349,368.65      |
| Central Valley Asphalt           | \$349,767.21      |
| Dawson-Mauldin Construction, Inc | \$375,613.50      |
| Seal Rite Paving                 | \$384,170.00      |
| Don Berry Construction, Inc.     | \$386,420.75      |
| American Paving Co               | \$453,311.50      |

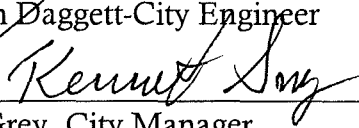
|  |  |  |
|--|--|--|
| <b><u>COST:</u></b> (Enter cost of item to be purchased)   |  | <b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE). |
| \$349,368.65   |  | None   |
| <b><u>FUNDING:</u></b> (Enter the funding source for this item – if fund exists, enter the balance in the fund). |  | <b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).      |
| Funding Source: CDBG (\$240,848)<br>Measure C<br>(\$108,520.65)<br><br>Fund Balance:                             |  | None   |

**RECOMMENDATION:**

Approve resolution awarding construction contract to RJ Berry Jr., Inc., for C.D.B.G. Project 13651, Various Streets and Alley Improvement Project in the amount of \$349,368.65.

  
\_\_\_\_\_  
Joseph Daggett-City Engineer

8/27/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ken Grey, City Manager

8/28/14  
\_\_\_\_\_  
Date

We \_\_\_\_\_ and \_\_\_\_\_  
Ken Grey, City Manager Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

**RESOLUTION NO. 2014- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AWARDING CONTRACT  
FOR VARIOUS STREET AND ALLEY IMPROVEMENT PROJECT (C.D.B.G. PROJECT NO. 13651)**

**WHEREAS**, the City of Selma has received funds through Community Development Block Grant (C.D.B.G.); and

**WHEREAS**, the plans and specifications for construction of improvements for Various Street and Alley Improvement Project (C.D.B.G. Project No. 13651) have been prepared by Gateway Engineering, Inc. and approved by the City of Selma Public Works/Engineering; and

**WHEREAS**, the project has been advertised and bids have been received on the project;  
and

**WHEREAS**, the bids were opened on July 29, 2014.

**NOW THEREFORE BE IT RESOLVED**, that the contract for construction of improvements for Various Street and Alley Improvement Project (C.D.B.G. Project No. 13651) is awarded to RJ Berry, Jr., Inc., at a cost of \$349,368.65.

The foregoing Resolution was duly adopted at a regular meeting of the Selma City Council on September 2, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

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George Rodriguez  
Mayor Pro-Tem of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk for the City of Selma

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

September 2, 2014

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**ITEM NO:**

1.C.

**SUBJECT:**

Review and approve the Community Development Block Grant (CDBG) agreement for fiscal year 2014-2015.

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**BACKGROUND:**

**DISCUSSION:** The County of Fresno's Department of Public Works and Planning - Community Development Division is requesting a Resolution from the City of Selma approving the 2014-2015 agreement for CDBG grant funding.

The Street, Alley and Sidewalk Improvement Project consists of the following improvements:

Sylvia from Second Street to Third Street


Alley between Sylvia and Young from First Street to Third Street

The cost of the project is estimated to be \$259,245. The amount of the CDBG funds available is \$259,245.



|   |  |   |
|---|--|---|
| <b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>   |  | <b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i> |
| \$259,245   |  | None  |
| <b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i> |  | <b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>      |
| Funding Source: CDBG      \$259,245<br><br>Fund Balance:  |  | None  |

**RECOMMENDATION:**      Approve the City of Selma's Community Development Block Grant (CDBG) agreement for fiscal year 2014-2015.

  
\_\_\_\_\_  
Joseph Daggett, City Engineer

8/27/2014  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kenneth Grey, City Manager

8/28/14  
\_\_\_\_\_  
Date

We \_\_\_\_\_ and \_\_\_\_\_  
Kenneth Grey, City Manager      Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

**RESOLUTION NO. 2014- R**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SELMA  
APPROVING THE AGREEMENT FOR THE  
CDBG PROJECT FOR FISCAL YEAR 2014-2015**

**WHEREAS**, the City of Selma is approving the agreement for the Community Development Block Grant (CDBG) project for the fiscal year 2014-2015 from the County of Fresno Community Development Department for the following proposed project; and

Street, Alley and Sidewalk Improvements Project, consisting of the following improvements:

Sylvia from Second Street to Third Street

Alley between Sylvia and Young, from First Street to Third Street

**WHEREAS**, this approved project is the fifth project of the current five-year CDBG funding cycle; beginning 2010-2011; and

**WHEREAS**, amount of this agreement is \$259,245.

**NOW, THEREFORE**, the City Council of the City of Selma does hereby resolve that the agreement for the CDBG project for the fiscal year 2014-2015 is approved and is to be sent to the County of Fresno Community Development Department for approval.

**I, Reyna Rivera**, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Selma on the 2<sup>nd</sup> day of September, 2014, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

George Rodriguez, Mayor Pro-Tem of the City of Selma

ATTEST:

Reyna Rivera  
City Clerk

1 A G R E E M E N T

2 THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by  
3 and between the COUNTY OF FRESNO, a political subdivision of the State of California,  
4 hereinafter referred to as the "County", and the CITY OF SELMA, hereinafter referred to  
5 as the "City".

6 WITNESSETH

7 WHEREAS, the County has been designated as the sponsoring agency to  
8 administer and implement the Community Development Block Grant (CDBG) Program  
9 activities for the County, and its participating cities, in accordance with the provisions of  
10 Title I of the Housing and Community Development Act of 1974, as amended, and the  
11 laws of the State of California; and

12 WHEREAS, CDBG funding has been made available to the County for housing  
13 and community development activities; and

14 WHEREAS, the City has submitted the Selma Street, Alley and Sidewalk  
15 Improvements Project No. 14651 for CDBG funding; and

16 WHEREAS, the total cost of the Project is estimated to be \$259,245 and the City  
17 has requested the sum of \$259,245 in CDBG funds be made available for the Project;  
18 and

19 WHEREAS, the County can make available \$259,245 in CDBG funds needed for  
20 the Project from the City's CDBG allocation; and

21 WHEREAS, the Project is consistent with the objectives of the Fresno County  
22 Consolidated Plan, including the annual Action Plan.

23 NOW THEREFORE, in consideration of their mutual promises as hereinafter set  
24 forth, the City and County agree as follows:

25 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

26 A. The Project will provide street and alley improvements consisting of  
27 subgrade preparation and placement of asphalt concrete. Where applicable,  
28 construction will allow for recycling of existing asphalt for use as aggregate base. The

1 project will also include striping and delineation of the roadway, reconstruction of existing  
2 sidewalks, construction of new sidewalks, and the installation of Americans with  
3 Disabilities Act (ADA) compliant curb ramps where they do not exist or are not currently  
4 in compliance with ADA standards. Modification or reconstruction of existing curbs,  
5 gutters, storm drainage facilities, sidewalks and drive approaches may be required to  
6 accommodate the proposed improvements. The Project is located on Silva Street from  
7 2<sup>nd</sup> Street to 3<sup>rd</sup> Street, and the alleyway between Silva and Young Streets from 1<sup>st</sup> Street  
8 to 3<sup>rd</sup> Street. The improvements will provide a smooth and safe surface for pedestrians,  
9 bicyclists, and motorists.

10 B. The Project site is within the City's existing easements or public  
11 rights-of-way.

12 C. The work to be funded with CDBG funds is as follows:

- 13 1. Obtain all necessary permits.
- 14 2. Perform all necessary design engineering including, but not  
15 limited to, surveying; testing; preparation of plans, specifications, and cost estimates; bid  
16 documents and a cost or price analysis; review of bids and recommendation for award.
- 17 3. Prepare and advertise Project bid notices and award  
18 construction contracts including, but not limited to, the printing of bid documents;  
19 publishing of notices; and preparation of bid summary.
- 20 4. Perform all construction engineering including, but not limited  
21 to, shop drawing review and approval; contract change order preparation; surveying;  
22 staking; inspection; soil testing; materials testing; preparation of "as-built" drawings; labor  
23 compliance; and contract administration.

24 5. Provide related eligible improvements.

25 D. The Project budget is estimated to be as follows:

|                                      |    |                |
|--------------------------------------|----|----------------|
| 26 Construction                      | \$ | 210,750        |
| 27 Design & Construction Engineering |    | 27,400         |
| Contingency, Permits & Misc.         |    | 21,095         |
| 28 Total                             | \$ | <u>259,245</u> |

1 E. Notwithstanding the estimates described in the above preliminary  
2 Project budget, payments for the Project from CDBG funds will be based on the actual  
3 costs and shall not exceed the total amount of \$259,245.

4 F. The proposed funding for the Project will be provided from the  
5 following sources:

|                              |    |         |
|------------------------------|----|---------|
| CDBG                         | \$ | 259,245 |
| Local Financial Contribution |    | 0       |
| Total                        | \$ | 259,245 |

8 G. Prior to any changes that may occur which would modify the scope  
9 of the Project, the City shall submit a written request to the County. The City shall send  
10 its written request to:

11 Program Manager, Community Development Grants  
12 County of Fresno  
13 Department of Public Works and Planning  
14 Community Development Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721  
Telephone: (559) 600-4292

15 If the Director of the County Department of Public Works and Planning determines the  
16 modified Project is still eligible under the Federal CDBG regulations, the Director is  
17 authorized to permit such modifications. The County shall specify in a letter to the City  
18 that any modifications to the scope of the Project are authorized and that the City may  
19 proceed.

20 II. OBLIGATIONS OF THE COUNTY

21 A. The County shall provide up to, but not more than, \$259,245 of  
22 CDBG funds to the City for the Project. All funds shall be paid to the City in accordance  
23 with Section V-A of this Agreement.

24 B. The County shall review, within thirty (30) calendar days of receipt  
25 from the City, the engineer selection process description and summary of the analysis as  
26 prepared by the City to verify that a competitive process was conducted in accordance  
27 with U.S. Department of Housing and Urban Development (HUD) procurement  
28 standards. The County shall specify in a letter to the City that these conditions have

1 been met and that the engineering contract can be awarded.

2 C. The County shall review, within thirty (30) calendar days of receipt  
3 from the City, the design plans and specifications for the Project as prepared by the City  
4 for compliance with Federal regulations, and the total Project cost estimate to ensure  
5 sufficient funds are available to complete the Project. The County shall specify in a letter  
6 to the City that these conditions have been met and that the Project can be advertised.

7 D. The County shall also review, within twenty one (21) calendar days  
8 of receipt from the City, the name of the low bidder and cost or price analysis of the low  
9 bid proposal prepared by the City to determine whether the contractor will be reasonably  
10 compensated in accordance with Federal requirements, and to verify the contractor is  
11 bonded and has not been disbarred or suspended from participating in Federal projects.  
12 The County shall specify in a letter to the City that the conditions of this Section have  
13 been met and that the contract can be awarded.

14 E. The County shall attend the pre-construction meeting between the  
15 City and the contractor to discuss labor compliance requirements for the Project, Project  
16 monitoring, and to inform the City and contractor that the County will conduct field  
17 reviews to ensure labor compliance and other conditions of the construction contract are  
18 being met.

19 F. The County shall conduct periodic inspections of the Project, as may  
20 be required, to ensure that the intended use and group of beneficiaries of the Project  
21 have not changed. Upon completion of the Project, but prior to the City's acceptance of  
22 the Project, the County shall conduct a final inspection of the Project. The County shall  
23 specify in a letter to the City that the conditions of this Section have been met.

24 III. OBLIGATIONS OF THE CITY

25 A. The City shall provide any and all sums of money in excess of  
26 \$259,245 that may be necessary to complete the Project. For the purposes of awarding  
27 the construction of the Project within the Agreement amount, the bid documents should  
28 include any proposed additive or deduct alternatives.

1           B.     The City shall perform, or cause to be performed, all engineering  
2 work required for the Project.

3           C.     In selecting an engineer to perform any engineering work required  
4 for the Project, the City shall go through a competitive process in accordance with  
5 County Policy and HUD procurement standards. Prior to selection of the engineer, the  
6 City shall prepare a written description of the process, perform a cost or price analysis,  
7 and submit the process description and summary of the analysis to the County  
8 Community Development Division for review. The City shall obtain a letter from the  
9 County specifying that the conditions of this Section have been met.

10          D.     The City shall specify in agreements with its consultants that all  
11 engineering work funded with CDBG funds shall become the property of the City upon  
12 payment by the City for the cost of such engineering work.

13          E.     The City shall furnish evidence that it has free and clear title to all  
14 parcels of land on which Project improvements will be located, with any liens or  
15 encumbrances noted, and/or that it has obtained or can obtain all necessary easements,  
16 rights-of-way, licenses, permits and State and local approvals required for the completion  
17 of the Project.

18          F.     Upon completion of the design engineering, the City shall submit the  
19 plans and specifications to the County Community Development Division. The County  
20 will ensure Federal CDBG requirements have been adhered to and review cost  
21 estimates to ensure sufficient funds are available. The City shall obtain a letter from the  
22 County specifying these conditions have been met and that the City is approved to  
23 advertise for bids to construct the Project.

24          G.     The City shall advertise for bids and shall award the construction  
25 contract to the lowest responsible bidder. At least ten (10) calendar days prior to the bid  
26 opening, the City shall notify the County of the date, time, and location of the bid  
27 opening.

28          H.     Within seven (7) calendar days following the bid opening, the City

1 shall furnish the County Community Development Division with the name of the low  
2 bidder and cost or price analysis of the low bid proposal prepared by the City so that the  
3 County can verify with the Labor Relations and Equal Opportunity Division of the HUD  
4 Area Office that the low bidder is bonded and has not been debarred or suspended from  
5 participating in Federal projects, and that the contractor will be reasonably compensated  
6 in accordance with Federal requirements. The City shall obtain a letter from the County  
7 specifying these conditions have been met and that the City is approved to award the  
8 Project for construction.

9 I. The City shall conduct a pre-construction meeting with the  
10 contractor and shall notify the County Community Development Division at least ten (10)  
11 calendar days prior to the meeting so a representative of the County can be in  
12 attendance to discuss CDBG labor compliance requirements for the Project.

13 J. Prior to the construction start date, the City shall give written notice  
14 thereof to the County Community Development Division.

15 K. All proposed construction contract change orders shall not proceed  
16 until prior written approval has been given by the County. Request for approval of a  
17 change order(s) shall include a narrative description of the work, a cost or price analysis  
18 in accordance with HUD requirements, a map depicting the location of the work  
19 addressed with the requested change order, and a written certification from the City that  
20 the approval of the change order is consistent with the final construction cost estimate  
21 approved by the County. In addition, the City shall certify that the change order is within  
22 the scope of the Project and is necessary to complete the Project.

23 L. The City shall send its written description of the engineer selection  
24 process, cost or price analyses, design plans, specifications, name of low bidder and low  
25 bid proposal, public notices, and all written correspondence to:

26 ///

27 ///

28 ///



1  
2 Program Manager, Community Development Grants  
3 County of Fresno  
4 Department of Public Works and Planning  
5 Community Development Division  
6 2220 Tulare Street, 6th Floor  
7 Fresno, CA 93721 (559) 600-4292  
8

9 M. The City shall comply with the mitigation measures, conditions and  
10 notes identified in Initial Study/Environmental Assessment No. 6244-R (the  
11 "Assessment"). A copy of the Assessment will be provided to the City.  
12

13 N. Upon completion of the Project, the City shall notify the County  
14 Community Development Division thereof so a representative of the Division can perform  
15 an inspection of the Project to determine that it was completed in accordance with the  
16 scope of work approved and authorized pursuant to this executed Agreement.  
17

18 O. Upon approval of Project completion by the County, the City shall  
19 provide the County Community Development Division with a resolution of acceptance, or  
20 similar documentation, demonstrating that the Project was completed in accordance with  
21 the scope of work approved and authorized pursuant to this executed Agreement and  
22 any approved subsequent amendments thereto and/or change orders, and that the City  
23 has accepted the Project. Prior to the final request for payment, the City shall also  
24 provide the County with a copy of the recorded Notice of Completion (NOC), a written  
25 summary of all Project work completed with CDBG and other funds, and documentation  
26 to demonstrate compliance with Section 3 of the Housing and Urban Development Act of  
27 1968, as amended.  
28

23 P. During the contract period, the City shall complete and submit  
24 annually each June 1, and upon completion of the Project, a Project Outcome  
25 Measurement Report (POM) form, a copy of which is attached hereto as Exhibit 1 and  
26 incorporated herein by reference. The POM shall contain the following information for  
27 the County's Federal reporting purposes to the U.S. Department of Housing and Urban  
28 Development (HUD):

1. Total number of households/persons assisted.
2. Number of total households/persons assisted that:
  - a. Now have new access to this type of public facility or infrastructure improvement.
  - b. Now have improved access to this type of public facility or infrastructure improvement.
  - c. Now are served by a public facility or infrastructure that is no longer substandard.

Q. The City shall be responsible for maintenance of the improvements after construction is completed and shall do so from non-CDBG resources.

R. The City must inform the County in writing of any program income generated by the expenditure of CDBG funds. Any program income generated as a result of the Project must be paid to the County. For purposes of this Agreement, program income is defined as proceeds from the disposition of CDBG-acquired real property, and principal and interest on CDBG loans. If the City contributed financially to the improvement Project, the City may retain a share of the program income in proportion to the City's contribution to the Project, after the City has provided a written accounting acceptable to the County.

S. The City must obtain prior written approval from the County whenever there is any modification or change in the use of any real property improved, in whole or in part, using CDBG funds. If any real property improved with CDBG funds is sold and/or is utilized by the City for a use which does not qualify under the CDBG Program, the City shall reimburse the County in an amount equal to the current fair market value for the property, less any proportional share thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the improvements. In the event the CDBG Program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the County of these

1 obligations.

2 T. The City acknowledges that the County may periodically inspect the  
3 Project to ensure the property is being used as described in this Agreement. The City  
4 agrees to provide any necessary information to the County to carry out such inspections.  
5 Furthermore, the City agrees to take corrective action if the County determines that  
6 modifications to the use and location of the Project have resulted in a violation of the  
7 Federal CDBG regulations.

8 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

9 A. The City, its consultants, contractors, and subcontractors shall  
10 comply with all applicable State and Federal laws and regulations governing projects that  
11 utilize Federal funds.

12 B. Whenever the City uses the services of a contractor, the City shall  
13 require that the contractor comply with all Federal, State and local laws, ordinances,  
14 regulations and Fresno County Charter provisions applicable in the performance of their  
15 work.

16 C. This Project is subject to the requirements of Section 3 of the  
17 Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u).  
18 Accordingly, the City shall require the prime contractor to complete and submit  
19 documentation prior to award of the construction contract and upon Project completion  
20 that compliance with the Section 3 clause has been met.

21 D. Whenever the City receives at least \$100,000 for a project from the  
22 County's CDBG Program under this Agreement, the City shall complete and submit to  
23 the County Community Development Division a "Certification of Payments to Influence  
24 Federal Transactions" form and a "Standard Form LLL - Disclosure of Lobbying  
25 Activities" form. Likewise, before the City awards a contract using at least \$100,000 of  
26 such CDBG funds, the City shall require the consultant and/or contractor and all their  
27 sub-consultants and/or subcontractors to complete and submit these two (2) forms  
28 described hereinabove to both the City and the County.

1           V.       PAYMENT FOR THE PROJECT

2           A.       At monthly intervals, the City shall submit a written request to the  
3 County for payment of specified costs incurred in the performance of this Agreement.  
4 The request for payment shall be accompanied by a written certification from the City  
5 that the request for payment is consistent with the amount of work that has been  
6 completed, and that said work is in accordance with the contract documents and this  
7 Agreement. The request for payment shall also be accompanied by documentation  
8 acceptable to the County, such as invoices or vouchers for services or materials  
9 purchased, contractor's costs, or other costs chargeable to the Project. After appropriate  
10 review and inspection, the County shall make payment from CDBG funds provided in this  
11 Agreement for all eligible costs specified herein.

12           B.       Any savings realized in the final cost of the Project, due to Project  
13 cost and/or scope of work reductions, liquidated damages, or any other reason, shall be  
14 used to reduce the amount of this Project paid for with CDBG funds and shall be credited  
15 to the City's CDBG allocation. If the City is required to provide any funds toward the  
16 Project, any cost savings shall be first used to reimburse the City for its contribution in  
17 excess of the total amount provided by this Agreement.

18           C.       Payment for advertising and award shall be based on the actual  
19 costs of printing and noticing.

20           D.       The County will not be bound by any agreement between the City  
21 and its agents.

22           E.       Upon the completion of the Project, the City shall submit to the  
23 County Community Development Division a written request for final payment of costs  
24 which shall provide a detailed description of the Project pay items and costs. The  
25 County shall not be obligated to make any payments under this Agreement if the request  
26 for payment is submitted by the City more than sixty (60) days after the Notice of  
27 Completion has been filed with the County Recorder's Office. An extension to the sixty  
28 (60) day period may be granted by the Director of the County Department of Public

1 Works and Planning prior to the deadline if the City can demonstrate just cause for the  
2 delay.

3 F. The County may withhold reimbursement to the City until a final  
4 POM, recorded NOC, and written summary of all Project work completed with CDBG and  
5 other funds, and evidence of compliance with the Section 3 clause as specified in  
6 Sections III-O and IV-C, have been submitted to the County.

7 G. All requests for payment and supporting documentation shall be  
8 sent to:

9 Financial Services Manager  
10 County of Fresno  
11 Department of Public Works and Planning  
12 Financial Services Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721  
Telephone: (559) 600-4298

13 H. The City shall establish accounting and bookkeeping procedures in  
14 accordance with standard accounting and bookkeeping practices, including, but not  
15 limited to, employee time cards, payrolls, and other records of all transactions to be paid  
16 with CDBG funds in accordance with the performance of this Agreement. All records  
17 and accounts shall be available for inspection by the County, the State of California, if  
18 applicable, the Comptroller General of the United States, and HUD or any of their duly  
19 authorized representatives, at all reasonable times, for a period of at least five (5) years  
20 following final payment under this Agreement or the closure of all other pending matters,  
21 whichever is later. The City shall certify accounts when required or requested by the  
22 County.

23 I. The City, as a sub-recipient of Federal financial assistance, is  
24 required to comply with the provisions of the Single Audit Act of 1984 (31 U.S.C.  
25 Sections 7501 et seq.), as amended. Whenever the City expends and/or receives  
26 CDBG funds from the County for the Project, a copy of any audit performed by the City in  
27 accordance with said Act shall be forwarded to the County Community Development  
28 Grants Program Manager within nine (9) months of the end of any City fiscal year in

1 which funds were expended and/or received for the Project. Failure to perform the  
2 requisite audit functions as required by this paragraph may result in the County  
3 performing any necessary audit tasks, or, at the County's option, the County contracting  
4 with a public accountant to perform the audit. All audit costs related to the City's failure  
5 to perform the requisite audit are the sole responsibility of the City and such audit work  
6 costs incurred by the County shall be billed to the City as determined by County's  
7 Auditor-Controller/Treasurer-Tax Collector. In the event the City is only required to  
8 perform an audit under the provisions of the Act because the City is receiving CDBG  
9 funds, the County may perform, or cause to be performed, the required audit to  
10 determine whether funds provided through this Agreement have been expended in  
11 accordance with applicable laws and regulations. Any audit-related costs incurred by the  
12 County under this provision shall be charged to the County CDBG Program. The City  
13 agrees to take prompt and appropriate corrective action on any instance of material non-  
14 compliance with applicable laws and regulations.

15 J. The City shall send a copy of the audit to:

16 Program Manager, Community Development Grants  
17 County of Fresno  
18 Department of Public Works and Planning  
19 Community Development Division  
20 2220 Tulare Street, 6th Floor  
21 Fresno, CA 93721  
22 Telephone: (559) 600-4292

23 VI. INDEMNIFICATION

24 Each party to this Agreement shall indemnify, defend and hold harmless  
25 the other party, its officers, agents, employees and representatives, from any and all  
26 loss, liability, costs, expenses and damage to persons or property, and from any and all  
27 claims, demands and actions in law or equity (including attorney's fees and legal  
28 expenses) arising or alleged to have arisen directly from any wrongful acts caused by its  
respective activities pursuant to this Agreement.

VII. TIME OF PERFORMANCE

A. The following schedule shall commence on the date this Agreement

1 is executed by the County.

2 1. Complete Consultant Engineer Selection Process – October  
3 31, 2014.

4 2. Complete Design Engineering and Submit to the County for  
5 Review – January 16, 2015.

6 3. Complete County Review and Approval of Plans – April 17,  
7 2015.

8 4. Begin Advertising for Bids – May 15, 2015.

9 5. Award Contract – July 20, 2015.

10 B. The Project's Notice of Completion shall be filed with the Fresno  
11 County Recorder's Office no later than December 31, 2015.

12 C. The final POM Report, written summary of all work completed,  
13 documentation demonstrating compliance with the Section 3 clause, and request for final  
14 payment shall be submitted to the County no later than February 16, 2016.

15 D. The City shall give immediate written notification to the County  
16 Community Development Division of any events that occur which may affect the above  
17 time schedule and completion date and the time schedule specified in the contract  
18 documents, or any event that may have significant impact upon the Project or affect the  
19 attainment of the Project's objectives. The Director of the County Department of Public  
20 Works and Planning is authorized to make adjustments in the above schedule if, in the  
21 Director's judgment, any delay is beyond the control of the parties involved.

22 VIII. BREACH OF AGREEMENT

23 In the event the City fails to comply with any of the terms of this  
24 Agreement, the County may, at its option, deem the City's failure a material breach of  
25 this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems  
26 appropriate. Should the County deem a breach of this Agreement material, the County  
27 shall immediately be relieved of its obligations to make further payment as provided  
28 herein. Termination of this Agreement due to breach shall not, in any way whatsoever,

1 limit the rights of the County in seeking any other legal relief in a court of law or equity,  
2 including the recovery of damages. In addition to the Agreement being terminated by the  
3 County in accord with a material breach of this Agreement by the City, this Agreement  
4 may also be terminated for convenience by the County in accord with 24 CFR 85.44.

5 IX. TERMINATION OF PROJECT

6 A. If the City decides to cancel the Project covered by this Agreement,  
7 the City shall submit a request in writing to the County Department of Public Works and  
8 Planning, Community Development Division explaining just cause for the request. The  
9 Director of the Department is authorized to approve such a request if, in the Director's  
10 judgment, there is just cause for the Project's cancellation.

11 B. If the Director approves the City's request to cancel the Project, any  
12 unexpended CDBG funds budgeted to the Project under this Agreement may be credited  
13 to the City's CDBG allocation, as appropriate.

14 X. VENUE; GOVERNING LAW

15 Venue for any action arising out of or relating to this Agreement shall be  
16 only in Fresno County, California. The rights and obligations of the parties and all  
17 interpretation and performance of this Agreement shall be governed in all respects by the  
18 laws of the State of California.

19 XI. ENTIRE AGREEMENT

20 This Agreement constitutes the entire agreement between the City and the  
21 County with respect to the subject matter hereof and supersedes all previous  
22 negotiations, proposals, commitments, writings, advertisements, publications, and  
23 understandings of any nature whatsoever unless expressly included in this Agreement.

24 ///

25 ///

26 ///

27 ///

28 ///



1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date  
2 set forth above.

3  
4 REVIEWED AND RECOMMENDED  
FOR APPROVAL

COUNTY OF FRESNO

5  
6 By: \_\_\_\_\_  
Alan Weaver, Director  
7 Department of Public Works  
and Planning

\_\_\_\_\_  
Andreas Borgeas, Chairman  
Board of Supervisors

8 APPROVED AS TO ACCOUNTING  
9 FORM:

ATTEST: Bernice E. Seidel, Clerk  
Board of Supervisors

10 By: \_\_\_\_\_  
11 Vicki Crow, C.P.A.  
Auditor-Controller/ Treasurer-Tax  
12 Collector

By: \_\_\_\_\_  
Deputy

13 APPROVED AS TO LEGAL FORM:  
14 DANIEL C. CEDERBORG,  
COUNTY COUNSEL

CITY OF SELMA

15  
16 By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Mayor

17 ATTEST:

18  
19 \_\_\_\_\_  
City Clerk, City of Selma

20 APPROVED AS TO LEGAL FORM

21 \_\_\_\_\_  
City Attorney

22 REMIT TO:

23 FUND NO: 0001  
24 SUBCLASS NO: 10000  
ORG NO: 7205  
25 ACCOUNT NO: 7885  
PROJECT NO: N14651  
26 ACTIVITY CODE: 7219

City of Selma  
Attn: Ken Grey, City Manager  
1710 Tucker Street  
Selma, CA 93662

Telephone: (559) 891-2200

**Exhibit 1**  
**County of Fresno**  
**Project Outcome Measurement Report**

Project #: \_\_\_\_\_ Project Name: \_\_\_\_\_

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, we request that you provide the following information:

1. Years Reported: \_\_\_\_\_ through \_\_\_\_\_
2. Enter the number of persons assisted that:
  - a. Now have **new access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)
  - b. Now have **improved access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)
  - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: \_\_\_\_\_ or N/A  
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)
3. Total number of persons assisted: \_\_\_\_\_
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

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Form Completed By: \_\_\_\_\_

## Check Register Report

1.d.

Date: 08/27/2014

Time: 8:17 am

Page: 1

City of Selma

BANK: UNION BANK

| Check Number             | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                    | Check Description              | Amount    |
|--------------------------|------------|---------|----------------|---------------|--------------------------------|--------------------------------|-----------|
| <b>UNION BANK Checks</b> |            |         |                |               |                                |                                |           |
| 64184                    | 08/05/2014 | Printed |                | 12100.050     | U.S. BANK CORPORATE PMT SYSTEM | CALCARD CHARGES FOR 6/24-7/22  | 32,161.82 |
| 64185                    | 08/05/2014 | Printed |                | 12180.520     | USA NORTH                      | ANNUAL USA MEMBERSHIP          | 373.44    |
| 64186                    | 08/05/2014 | Printed |                | 12270.190     | VERIZON WIRELESS               | AIRCARDS-JULY 2014             | 523.10    |
| 64187                    | 08/05/2014 | Printed |                | 12310.051     | WAL MART STORES, INC.          | REIMB. AGREEMENT-AUGUST 2014   | 2,010.34  |
| 64188                    | 08/05/2014 | Printed |                | 12252.630     | YRIBARREN GROUP                | CONSULTING SERVICES-JULY 2014  | 6,250.00  |
| 64189                    | 08/11/2014 | Printed |                | 10325.135     | GILBERT CANTU                  | PER DIEM 8/11-8/14/14 POST IV  | 44.00     |
| 64190                    | 08/11/2014 | Printed |                | 10340.610     | CITY OF FRESNO-POLICE DEPT.    | POST PERISHABLE SKILLS CLASS   | 1,464.00  |
| 64191                    | 08/11/2014 | Printed |                | 10850.210     | MATTHEW HUGHES                 | PER DIEM 8/12-8/14/14 POST I   | 33.00     |
| 64192                    | 08/11/2014 | Printed |                | 11040.385     | JOSHUA JOHNSON                 | PER DIEM 8/12-8/14/14 POST I   | 33.00     |
| 64193                    | 08/11/2014 | Printed |                | 11760.115     | NICHOLAS QUISENBERRY           | PER DIEM 8/12-8/14/14 POST I   | 33.00     |
| 64194                    | 08/19/2014 | Printed |                | 11610.156     | PG&E                           | P 1st St Between W Front St.   | 1,000.00  |
| 64195                    | 08/20/2014 | Printed |                | 10130.188     | ADVENTIST MEDICAL CENTER HANFO | EMPLOYEE DRUG TESTING          | 314.40    |
| 64196                    | 08/20/2014 | Printed |                | 10180.755     | ALL SPORTS OFFICIATING         | COED OFFICIATING FEES          | 1,440.00  |
| 64197                    | 08/20/2014 | Printed |                | 10100.515     | AT&T                           | T-1 CONNECTION-JULY 2014       | 2,600.82  |
| 64198                    | 08/20/2014 | Printed |                | 10340.385     | AT&T MOBILITY                  | TELEPHONE-MDT'S JULY 14        | 1,661.03  |
| 64199                    | 08/20/2014 | Printed |                | 10100.538     | AUSA C6105-40                  | CONCERT IN THE PARK 8/22/14    | 500.00    |
| 64200                    | 08/20/2014 | Printed |                | 10210.255     | BANNER PEST CONTROL INC        | PEST CONTROL-JULY 2014         | 401.00    |
| 64201                    | 08/20/2014 | Printed |                | 10210.257     | VINCENT BANTAYAN               | POST PLAN II PER DIEM          | 55.00     |
| 64202                    | 08/20/2014 | Printed |                | 10230.130     | BENNETT & BENNETT IRRIGATION   | MISC IRRIGATION SUPPLIES       | 144.82    |
| 64203                    | 08/20/2014 | Printed |                | 10230.256     | BEST TOURS & TRAVEL INC.       | SENIOR TRIP 8/19 BLACKOAK      | 3,160.00  |
| 64204                    | 08/20/2014 | Printed |                | 10210.231     | BUSINESS CARD                  | VISA CHARGES 7/8-8/7/14-FUEL   | 122.68    |
| 64205                    | 08/20/2014 | Printed |                | 10310.380     | CA EMERGENCY PHYSICIANS-SELMA  | EMPLOYEE DRUG TESTING          | 147.00    |
| 64206                    | 08/20/2014 | Printed |                | 10325.135     | GILBERT CANTU                  | PHYSICAL FITNESS REIMBURSEMENT | 150.00    |
| 64207                    | 08/20/2014 | Printed |                | 10330.283     | CENTRAL VALLEY TOXICOLOGY INC. | DRUG TESTING CS# 14-3237       | 323.00    |
| 64208                    | 08/20/2014 | Printed |                | 10370.375     | COMCAST                        | INTERNET SERVICE-AUG 2014      | 1,744.00  |
| 64209                    | 08/20/2014 | Printed |                | 10370.953     | COOL AIR SPECIALTY             | CONDENSER MOTOR REPLACEMENT    | 370.00    |
| 64210                    | 08/20/2014 | Printed |                | 10370.969     | CORELOGIC                      | REALQUEST SERVICE-JULY 2014    | 481.25    |
| 64211                    | 08/20/2014 | Printed |                | 10371.210     | COUNTY OF FRESNO               | TELECOMMUNICATION CHARGES      | 204.35    |
| 64212                    | 08/20/2014 | Printed |                | 10300.009     | CPS                            | CSO WRITTEN TEST               | 863.70    |
| 64213                    | 08/20/2014 | Printed |                | 10430.071     | DEPARTMENT OF JUSTICE          | BLOOD ALCOHOL ANALYSIS-AUG 14  | 554.00    |
| 64214                    | 08/20/2014 | Printed |                | 10620.210     | FEDOR PLUMBING                 | REPAIR PD RESTROOM             | 317.87    |
| 64215                    | 08/20/2014 | Printed |                | 10670.270     | FRESNO CO TREASURER-SHERIFF    | RMS/JMS/CAD ACCESS             | 479.54    |
| 64216                    | 08/20/2014 | Printed |                | 10700.080     | G&K SERVICES                   | LINEN/UNIFORM SERVICES         | 662.33    |
| 64217                    | 08/20/2014 | Printed |                | 10710.110     | GALLS-QUARTERMASTER            | SHIPPING BAL-PD UNIFORM        | 6.95      |
| 64218                    | 08/20/2014 | Printed |                | 10729.124     | SIMRANJIT GILL                 | PHLEBOTOMY SERVICE             | 100.00    |
| 64219                    | 08/20/2014 | Printed |                | 10740.329     | JESS GONZALES                  | 2014 ATHLETIC HALL OF FAME     | 250.00    |
| 64220                    | 08/20/2014 | Printed |                | 10820.020     | HEALTHEDGE ADMINISTRATORS INC. | DENTAL, VISION, CHIRO 8/06/14  | 2,529.38  |
| 64221                    | 08/20/2014 | Printed |                | 10820.020     | HEALTHEDGE ADMINISTRATORS INC. | ADMINISTRATIVE FEES-SEPT 2014  | 889.76    |
| 64222                    | 08/20/2014 | Printed |                | 10820.020     | HEALTHEDGE ADMINISTRATORS INC. | DENTAL, VISION, CHIRO 8/20/14  | 3,347.34  |
| 64223                    | 08/20/2014 | Printed |                | 10820.034     | HEALTHWISE SERVICES            | KIOSK MEDICAL WASTE SERVICES   | 525.00    |
| 64224                    | 08/20/2014 | Printed |                | 11140.517     | NADINE HENRY                   | CERAMIC SUPPLIES-SENIOR CENTER | 24.00     |
| 64225                    | 08/20/2014 | Printed |                | 10820.702     | HEWLETT-PACKARD FINANCIAL      | LEASE FOR SERVERS-SEPT 14 SERV | 11,550.22 |
| 64226                    | 08/20/2014 | Printed |                | 10900.362     | INDUSTRIAL HEALTH CARE         | PRE EMPLOYMENT PHYSICALS       | 348.00    |
| 64227                    | 08/20/2014 | Printed |                | 11000.150     | J'S COMMUNICATION INC.         | QTRLY SERVICE AUG-SEPT-OCT2014 | 1,338.00  |
| 64228                    | 08/20/2014 | Printed |                | 11610.295     | JAMES G. PALMER APPRAISALS INC | APPRAISAL RIGHT OF WAY FLORAL  | 3,200.00  |

# Check Register Report

Date: 08/27/2014

Time: 8:17 am

Page: 2

City of Selma

BANK: UNION BANK

| Check Number             | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                      | Check Description              | Amount     |
|--------------------------|------------|---------|----------------|---------------|----------------------------------|--------------------------------|------------|
| <b>UNION BANK Checks</b> |            |         |                |               |                                  |                                |            |
| 64229                    | 08/20/2014 | Printed |                | 11011.232     | JEAN'S CERAMICS                  | SENIOR CENTER CRAFT SUPPLIES   | 85.69      |
| 64230                    | 08/20/2014 | Printed |                | 11200.150     | L.N. CURTIS & SONS               | FIRE HOSE                      | 1,261.21   |
| 64231                    | 08/20/2014 | Printed |                | 11230.180     | LIEBERT, CASSIDY, WHITMORE INC   | LABOR NEGOTIATIONS             | 4,851.70   |
| 64232                    | 08/20/2014 | Printed |                | 11340.800     | METRO UNIFORM                    | FIRE UNIFORMS -REVOLVING ACCT  | 599.89     |
| 64233                    | 08/20/2014 | Printed |                | 11380.300     | MYERS STEVENS & TOOHEY & CO.     | PD EMP LIFE INS-SEPT 2014      | 1,327.00   |
| 64234                    | 08/20/2014 | Printed |                | 11530.100     | OFFICE DEPOT                     | OFFICE SUPPLIES                | 306.23     |
| 64235                    | 08/20/2014 | Printed |                | 11610.155     | PACIFIC GAS & ELECTRIC CO.       | UTILITIES-JULY 2014            | 26,792.08  |
| 64236                    | 08/20/2014 | Printed |                | 11620.715     | MATTHEW PETERS                   | REIMBURSEMENT FOR BOOTS        | 200.00     |
| 64237                    | 08/20/2014 | Printed |                | 11750.320     | QUILL CORPORATION                | OFFICE SUPPLIES                | 183.64     |
| 64238                    | 08/20/2014 | Printed |                | 11800.600     | THE RADAR SHOP                   | RADAR RE CERT / REPAIR         | 528.00     |
| 64239                    | 08/20/2014 | Printed |                | 11810.361     | RAY MORGAN COMPANY               | MAINT CONT 7/8-8/7/14          | 211.29     |
| 64240                    | 08/20/2014 | Printed |                | 11820.747     | TERRY REID                       | PHYSICAL FITNESS REIMBURSEMENT | 150.00     |
| 64241                    | 08/20/2014 | Printed |                | 11840.010     | ROBINA WRIGHT ARCHITECT & DINUBA | CASp INSPECTION-8135 E.        | 300.00     |
| 64242                    | 08/20/2014 | Printed |                | 11910.433     | SAMPSON, SAMPSON, AND PATTERSON  | AUDIT-YE 06/30/13 JUNE & JULY  | 7,800.00   |
| 64243                    | 08/20/2014 | Printed |                | 11926.843     | SECOND CHANCE ANIMAL SHELTER     | ANIMAL CONTROL OFFICER         | 5,000.00   |
| 64244                    | 08/20/2014 | Printed |                | 11945.275     | SELMA CHAMBER OF COMMERCE        | 1ST QTR DUES FY 2014/2015      | 3,500.00   |
| 64245                    | 08/20/2014 | Printed |                | 11945.298     | SELMA DISPOSAL                   | GARBAGE-JULY 2014              | 111,898.03 |
| 64246                    | 08/20/2014 | Printed |                | 11965.110     | SOUTH COUNTY VETERINARY          | MONTHLY FREEZER USE -JULY 2014 | 175.00     |
| 64247                    | 08/20/2014 | Printed |                | 11900.389     | SPARKLETTS                       | WATER SERVICE-PD               | 120.10     |
| 64248                    | 08/20/2014 | Printed |                | 102050.153    | TORRES FENCE CO, INC             | VINCENT HOUSE PORCH-PV         | 86.58      |
| 64249                    | 08/20/2014 | Printed |                | 12220.210     | VALLEY NETWORK SOLUTIONS INC.    | NET CARE FOR SEPTEMBER 2014    | 4,774.50   |
| 64250                    | 08/20/2014 | Printed |                | 12400.035     | YANEZ CONSTRUCTION               | BOARD UP 2325 ORANGE AVE       | 986.40     |

Total Checks: 67

Checks Total (excluding void checks):

255,868.48

Total Payments: 67

Bank Total (excluding void checks):

255,868.48

Total Payments: 67

Grand Total (excluding void checks):

255,868.48

| DEPARTMENT                               | EMPLOYEE NAME   | EMPLOYEE POSITION      | TRANSACTION<br>DATE | VENDOR NAME                | DESCRIPTION OF PURCHASE                  | AMOUNT   |
|--|-----------------|------------------------|---------------------|----------------------------|--|----------|
| ADMINISTRATION                           | DAVID LEWIS     | CLERICAL ASSISTANT II  | 6/23/14             | SELMA POST OFFICE          | BUDGET BOOKS MAILED BY TESLA             | 11.20    |
|  | DAVID LEWIS     | CLERICAL ASSISTANT II  | 7/15/14             | SELMA POST OFFICE          | STAMPS FOR CITY HALL                     | 9.80     |
|  | DAVID LEWIS     | CLERICAL ASSISTANT II  | 7/17/14             | ID WHOLESALER              | COLOR RIBBON FOR ID PRINTER              | 74.61    |
|  | TESLA NASON     | HUMAN RESOURCE ANALYST | 7/18/14             | LIEBERT CASSIDY WHITMORE   | WEBINAR-CALPERS AUDIT                    | 27.50    |
|  | TESLA NASON     | HUMAN RESOURCE ANALYST | 7/18/14             | LIEBERT CASSIDY WHITMORE   | WEBINAR-CALPERS AUDIT                    | 27.50    |
|  | REYNA RIVERA    | CITY CLERK             | 6/30/14             | SPIKE & RAIL               | COUNCIL MEETING ROOM RENTAL -SPC MEETING | 99.51    |
|  | REYNA RIVERA    | CITY CLERK             | 7/7/14              | SAVE MART                  | COUNCIL MEETING SUPPLIES                 | 14.37    |
|  | REYNA RIVERA    | CITY CLERK             | 7/21/14             | PORT OF SUBS               | COUNCIL MEETING SUPPLIES                 | 17.97    |
|  |                 |                        |                     |                            |  |          |
|  |                 |                        |                     |                            |  |          |
| ADMINISTRATION /<br>ECONOMIC DEVELOPMENT | ROSEANN GALVAN  | ADMINISTRATIVE ANALYST | 7/8/14              | WALMART                    | AMBASSADOR MEETING REFRESHMENTS          | 12.82    |
| CITY MANAGER                             | DB HEUSSER      | CITY MANAGER           | 6/22/14             | HYATT HOTELS SACRAMENTO    | LODGING-LEAGUE POLICY COMMITTEE          | 402.95   |
|  | DB HEUSSER      | CITY MANAGER           | 6/27/14             | ICMA INTERNET              | ACA-FIRE/EMS SERVICES SEMINAR            | 173.95   |
|  | DB HEUSSER      | CITY MANAGER           | 7/10/14             | SHELL OIL                  | FUEL/CAR WASH                            | 5.00     |
|  | DB HEUSSER      | CITY MANAGER           | 7/10/14             | SHELL OIL                  | FUEL/CAR WASH                            | 10.12    |
| FIRE                                     | ASHLEY RIEDEL   | FIREFIGHTER            | 6/23/14             | HOME DEPOT-SELMA, CA       | SCREWS AND ANCHOR BOLTS TO HANG SHELF    | 7.24     |
|  | ASHLEY RIEDEL   | FIREFIGHTER            | 6/30/14             | SAVEMART-SELMA             | COFFEE FOR STATION 2-CLASS               | 23.49    |
|  | ASHLEY RIEDEL   | FIREFIGHTER            | 6/30/14             | NELSONS HARDWARE-KINGSBURG | STAPES FOR STAPLE GUN                    | 5.94     |
|  | ASHLEY RIEDEL   | FIREFIGHTER            | 7/21/14             | THE BEARS DEN-SELMA        | DONUTS FOR CLASS                         | 18.70    |
|  |                 |                        |                     |                            |  |          |
|  | DONAVON FULLNER | FIREFIGHTER            | 7/18/14             | HOME DEPOT-SELMA, CA       | ST 2 MAINTENANCE-PAINT, TAPE, ETC        | 18.14    |
|  |                 |                        |                     |                            |  |          |
|  | ERIC BEASLEY    | FIRE FIGHTER           | 6/26/14             | WORLDPOINT                 | SUPPLIES FOR CPR CLASSES                 | 606.76   |
|  | ERIC BEASLEY    | FIRE FIGHTER           | 7/2/14              | CORNER STORE-SELMA, CA     | FUEL FOR PREVENTION CAR                  | 68.18    |
|  |                 |                        |                     |                            |  |          |
|  | FABIAN URESTI   | ENGINEER               | 7/10/2014           | EMSP                       | PARAMEDIC RECERTIFICATION                | 200.00   |
|  |                 |                        |                     |                            |  |          |
|  | KELLI TELLEZ    | DEPARTMENT SECRETARY   | 6/24/14             | WITMER PUBLIC SAFETY       | 2 WILDLAND MEDIC BAGS                    | 438.91   |
|  | KELLI TELLEZ    | DEPARTMENT SECRETARY   | 7/2/14              | USPS-SELMA, CA             | POSTAGE                                  | 49.21    |
|  |                 |                        |                     |                            |  |          |
|  | MATT BEGINES    | ENGINEER               | 6/29/14             | AMAZON.COM                 | HEADLAMPS FOR E-311 (WILDLAND)           | 156.44   |
|  | MATT BEGINES    | ENGINEER               | 7/2/14              | WALMART-CLOVIS             | HEADLAMPS FOR E-311 (WILDLAND)           | 37.85    |
|  |                 |                        |                     |                            |  |          |
|  | MIKE KAIN       | FIRE CHIEF             | 7/17/14             | HOME DEPOT-SELMA, CA       | TRUCK BOX FOR F-250                      | 314.20   |
|  |                 |                        |                     |                            |  |          |
|  | ROBERT PETERSON | FIRE CAPTAIN           | 7/1/14              | SAVEMART-SELMA             | WATER AND GATORADE FOR REHAB FOR ENGINES | 44.31    |
|  |                 |                        |                     |                            |  |          |
|  | SCOTT SANDERS   | FIRE ENGINEER          | 6/26/14             | HOME DEPOT-SELMA, CA       | PVC PIPE DAMAGE REPAIR FROM STUMP        | 0.41     |
|  | SCOTT SANDERS   | FIRE ENGINEER          | 7/7/14              | HOME DEPOT-SELMA, CA       | PVC PIPE DAMAGE REPAIR FROM STUMP        | 10.60    |
|  | SCOTT SANDERS   | FIRE ENGINEER          | 7/8/14              | HOME DEPOT-SELMA, CA       | PVC PIPE DAMAGE REPAIR FROM STUMP        | 5.08     |
|  | SCOTT SANDERS   | FIRE ENGINEER          | 7/14/14             | HOME DEPOT-SELMA, CA       | SPRINKLER REPAIR FROM STUMP DAMAGE       | 7.39     |
|  | SCOTT SANDERS   | FIRE ENGINEER          | 7/17/14             | HOME DEPOT.COM             | 1 HR MOTOR FOR COOLER X 2                | 378.77   |
|  | SCOTT SANDERS   | FIRE ENGINEER          | 7/17/14             | HOME DEPOT.COM             | 2 COOLERS                                | 1,718.05 |

| DEPARTMENT                        | EMPLOYEE NAME   | EMPLOYEE POSITION              | TRANSACTION<br>DATE | VENDOR NAME          | DESCRIPTION OF PURCHASE                 | AMOUNT |
|-----------------------------------|-----------------|--------------------------------|---------------------|----------------------|---|--------|
| PLANNING /<br>INFORMATION SYSTEMS | JERRY HOWELL    | INFORMATION SYSTEMS SUPERVISOR | 6/27/14             | OFFICE MAX           | INSPECTION CARDS                        | 56.82  |
| POLICE                            | CALEB GARCIA    | POLICE OFFICER                 | 6/27/14             | TACO BELL            | FOOD-PAROLE/PROBATION OPERATION         | 24.89  |
|                                   | CALEB GARCIA    | POLICE OFFICER                 | 7/2/14              | V MART, TULARE       | FUEL                                    | 71.70  |
|                                   | CALEB GARCIA    | POLICE OFFICER                 | 7/16/14             | CHEVRON, FRESNO      | FUEL                                    | 63.48  |
|                                   | CALEB GARCIA    | POLICE OFFICER                 | 7/17/14             | CHEVRON, FRESNO      | FUEL                                    | 61.41  |
|                                   | DAN BARCELLOS   | POLICE OFFICER                 | 7/1/14              | VALERO               | FUEL                                    | 44.72  |
|                                   | DAN BARCELLOS   | POLICE OFFICER                 | 7/3/14              | SAVE MART            | WATER/ICE FOR JULY 3RD EVENT            | 11.81  |
|                                   | DEBBIE GOMEZ    | COMMUNITY SERVICE OFFICER      | 6/30/2014           | OFFICE MAX           | BATTERIES AND THUMB DRIVE               | 22.8   |
|                                   | DEBBIE GOMEZ    | COMMUNITY SERVICE OFFICER      | 6/30/2014           | SELMA POST OFFICE    | MAIL EVIDENCE AND CASE RPT 12-3457      | 9.94   |
|                                   | DEBBIE GOMEZ    | COMMUNITY SERVICE OFFICER      | 7/1/2014            | SELMA POST OFFICE    | MAIL FOR VEHICLE ABATEMENT (MARES)      | 30.32  |
|                                   | DEBBIE GOMEZ    | COMMUNITY SERVICE OFFICER      | 7/1/2014            | ARROWHEAD SCIENTIFIC | EVIDENCE PACKAGING SUPPLIES             | 386.15 |
|                                   | DEBBIE GOMEZ    | COMMUNITY SERVICE OFFICER      | 7/2/2014            | SELMA POST OFFICE    | MAIL COUNTERFEIT CURRENCY               | 5.12   |
|                                   | DEBBIE GOMEZ    | COMMUNITY SERVICE OFFICER      | 7/2/2014            | SELMA POST OFFICE    | MAIL FOR VEHICLE ABATEMENT (MARES)      | 26.53  |
|                                   | DEBBIE GOMEZ    | COMMUNITY SERVICE OFFICER      | 7/2/2014            | UPS                  | MAIL FIREARM TO TORRANCE D 12-4210      | 45.25  |
|                                   | DEBBIE GOMEZ    | COMMUNITY SERVICE OFFICER      | 7/3/2014            | SELMA POST OFFICE    | OWNER NOTIFICATION                      | 3.79   |
|                                   | DEBBIE GOMEZ    | COMMUNITY SERVICE OFFICER      | 7/11/2014           | SELMA POST OFFICE    | MAIL FOR VEHICLE ABATEMENT (MARES)      | 36.76  |
|                                   | DEBBIE GOMEZ    | COMMUNITY SERVICE OFFICER      | 7/21/2014           | SELMA POST OFFICE    | MAIL FOR VEHICLE ABATEMENT (MARES)      | 41.69  |
|                                   | FRANK SANTILLAN | POLICE SERGEANT                | 6/30/2014           | CORNER STORE         | FUEL, SUSP PUMPS DOWN                   | 63.5   |
|                                   | FRANK SANTILLAN | POLICE SERGEANT                | 7/2/2014            | RADIO SHACK          | COMPUTER SPEAKERS -LT MOORADIAN         | 21.73  |
|                                   | FRANK SANTILLAN | POLICE SERGEANT                | 7/4/2014            | OFFICE MAX           | MONTH DESK CALENDAR                     | 17.39  |
|                                   | FRANK SANTILLAN | POLICE SERGEANT                | 7/9/2014            | RADIO SHACK          | COMPUTER SPEAKERS -DET GARCIA           | 22.47  |
|                                   | FRANK SANTILLAN | POLICE SERGEANT                | 7/4/2014            | RADIO SHACK          | COMPUTER SPEAKERS -DET RIOS             | 10.86  |
|                                   | FRANK SANTILLAN | POLICE SERGEANT                | 7/14/2014           | AUTOZONE             | PATROL UNIT CLEANING SUPPLIES           | 32.04  |
|                                   | FRANK SANTILLAN | POLICE SERGEANT                | 7/14/2014           | ZENNI OPTICAL        | RX EYE WEAR WITH SAFETY GLASS           | 113.9  |
|                                   | FRANK SANTILLAN | POLICE SERGEANT                | 7/18/2014           | ZENNI OPTICAL        | RX EYE WEAR WITH SAFETY GLASS           | 51.9   |
|                                   | GILBERT CANTU   | POLICE SERGEANT                | 6/30/14             | CORNER STORE VALERO  | FUEL #171                               | 59.14  |
|                                   | GILBERT CANTU   | POLICE SERGEANT                | 6/30/14             | CORNER STORE VALERO  | FUEL #177                               | 43.98  |
|                                   | GILBERT CANTU   | POLICE SERGEANT                | 6/30/14             | CORNER STORE VALERO  | FUEL #170                               | 43.69  |
|                                   | GILBERT CANTU   | POLICE SERGEANT                | 7/1/14              | CORNER STORE VALERO  | FUEL #166                               | 53.45  |
|                                   | GILBERT CANTU   | POLICE SERGEANT                | 7/1/14              | CORNER STORE VALERO  | FUEL #171                               | 43.04  |
|                                   | GILBERT CANTU   | POLICE SERGEANT                | 7/1/14              | CORNER STORE VALERO  | FUEL #170                               | 38.50  |
|                                   | GILBERT CANTU   | POLICE SERGEANT                | 7/1/14              | CORNER STORE VALERO  | FUEL #177                               | 48.43  |
|                                   | GILBERT CANTU   | POLICE SERGEANT                | 7/1/14              | CORNER STORE VALERO  | FUEL #176                               | 36.01  |
|                                   | GREG GARNER     | POLICE CHIEF                   | 7/2/14              | CORNER STORE VALERO  | FUEL                                    | 20.00  |
|                                   | GREG GARNER     | POLICE CHIEF                   | 7/3/14              | CORNER STORE VALERO  | FUEL                                    | 25.00  |
|                                   | JOHNNIE CERDA   | POLICE OFFICER                 | 7/2/14              | VALERO               | FUEL FOR 175                            | 62.20  |
|                                   | JOHNNIE CERDA   | POLICE OFFICER                 | 7/2/14              | VALERO               | FUEL FOR 166                            | 27.24  |
|                                   | JOHNNIE CERDA   | POLICE OFFICER                 | 7/3/14              | VALERO               | FUEL FOR 168                            | 51.59  |
|                                   | JOHNNIE CERDA   | POLICE OFFICER                 | 7/3/14              | VALERO               | FUEL FOR 174                            | 49.94  |
|                                   | MYRON DYCK      | LIEUTENANT                     | 6/23/14             | WALMART              | SUPPLIES FOR PAROLE/PROBATION OPERATION | 74.93  |
|                                   | MYRON DYCK      | LIEUTENANT                     | 6/24/14             | SAVE MART            | SUPPLIES FOR PAROLE/PROBATION OPERATION | 10.00  |
|                                   | MYRON DYCK      | LIEUTENANT                     | 6/25/14             | ANN'S DONUTS         | FOOD FOR PATROL/PROBATION OPERATION     | 25.97  |
|                                   | MYRON DYCK      | LIEUTENANT                     | 6/25/14             | ME N ED'S            | FOOD FOR PATROL/PROBATION OPERATION     | 98.94  |
|                                   | MYRON DYCK      | LIEUTENANT                     | 6/26/14             | CHO'S KITCHEN        | FOOD FOR PATROL/PROBATION OPERATION     | 150.00 |
|                                   | MYRON DYCK      | LIEUTENANT                     | 6/26/14             | ANN'S DONUTS         | FOOD FOR PATROL/PROBATION OPERATION     | 27.27  |
|                                   | MYRON DYCK      | LIEUTENANT                     | 7/1/14              | VALERO               | FUEL FOR UNIT 157-SUSD PUMPS DOWN       | 62.08  |
|                                   | MYRON DYCK      | LIEUTENANT                     | 7/1/14              | VALERO               | FUEL FOR UNIT 167-SUSD PUMPS DOWN       | 68.05  |
|                                   | MYRON DYCK      | LIEUTENANT                     | 7/10/14             | SECURE STORAGE       | EVIDENCE STORAGE VEHICLE                | 35.00  |
|                                   | MYRON DYCK      | LIEUTENANT                     | 7/10/14             | SECURE STORAGE       | EVIDENCE STORAGE VEHICLE                | 120.00 |
|                                   | MYRON DYCK      | LIEUTENANT                     | 7/18/14             | METRO UNIFORM        | SHOULDER PATCHES FOR UNIFORM PER MOU    | 429.46 |
|                                   | ROBYN LEWIS     | POLICE CLERK II                | 7/11/14             | PITNEY BOWES         | INK FOR STAMP MACHINE                   | 66.53  |

## US BANK INVOICE FOR CALCARD CHARGES: 6/23/2013 - 7/22/2014

| DEPARTMENT    | EMPLOYEE NAME | EMPLOYEE POSITION          | TRANSACTION<br>DATE | VENDOR NAME               | DESCRIPTION OF PURCHASE  | AMOUNT   |
|---------------|---------------|----------------------------|---------------------|---------------------------|--|----------|
| POLICE (CONT) | RUDY ALCARAZ  | SERGEANT                   | 6/26/14             | WALMART                   | PRESCRIPTION FOR PRISONER-GETTING HIM BOOKED INTO FRESNO CO JAIL   | 53.60    |
|               | RUDY ALCARAZ  | SERGEANT                   | 6/27/14             | BSI SECURITY              | GPS SERVICES   | 391.41   |
|               | RUDY ALCARAZ  | SERGEANT                   | 7/3/14              | O'REILY AUTO              | BLUB FOR UNIT  | 5.43     |
|               | RUDY ALCARAZ  | SERGEANT                   | 7/2/14              | VALERO                    | FUEL   | 66.73    |
|               | RUDY ALCARAZ  | SERGEANT                   | 7/13/14             | CHEVRON                   | FUEL/TRAINING  | 49.21    |
|               | RUDY ALCARAZ  | SERGEANT                   | 7/11/14             | SHELL OIL                 | FUEL/TRAINING  | 68.63    |
|               | RUDY ALCARAZ  | SERGEANT                   | 7/14/14             | SHERATON, GARDEN GROVE    | LODGING/TRAINING   | 294.84   |
|               | STEVE MARES   | COMMUNITY RESOURCE OFFICER | 6/26/14             | FOOD 4 LESS               | PRISONER MEALS   | 5.94     |
|               | STEVE MARES   | COMMUNITY RESOURCE OFFICER | 6/30/14             | USPS                      | VEHICLE ABATEMENT  | 11.37    |
|               | STEVE MARES   | COMMUNITY RESOURCE OFFICER | 6/30/14             | VALERO                    | FUEL   | 86.01    |
|               | STEVE MARES   | COMMUNITY RESOURCE OFFICER | 6/30/14             | VALERO                    | FUEL   | 74.93    |
|               | STEVE MARES   | COMMUNITY RESOURCE OFFICER | 7/1/14              | VALERO                    | FUEL   | 57.47    |
|               | STEVE MARES   | COMMUNITY RESOURCE OFFICER | 7/1/14              | VALERO                    | FUEL   | 34.97    |
|               | STEVE MARES   | COMMUNITY RESOURCE OFFICER | 7/2/14              | VALERO                    | FUEL   | 100.00   |
|               | STEVE MARES   | COMMUNITY RESOURCE OFFICER | 7/2/14              | VALERO                    | FUEL   | 55.38    |
|               | STEVE MARES   | COMMUNITY RESOURCE OFFICER | 7/3/14              | VALERO                    | FUEL   | 100.00   |
|               | TERRY REID    | SERGEANT                   | 7/18/14             | WALMART                   | CLEANING SUPPLIES FOR JAIL   | 31.95    |
|               | TIM CANNON    | SERGEANT                   | 6/23/14             | RAY ALLEN                 | HEAT SENSOR FOR K9 UNIT (FLEET MAINT)                              | 269.99   |
|               | TIM CANNON    | SERGEANT                   | 7/2/14              | VALERO                    | FUEL -SUSD PUMPS DOWN  | 59.55    |
|               | TIM CANNON    | SERGEANT                   | 7/3/14              | VALERO                    | FUEL -SUSD PUMPS DOWN  | 54.17    |
|               | TIM CANNON    | SERGEANT                   | 7/5/14              | SAVE MART                 | WATER, GATORADE, ICE FOR DUI CHECK POINT                           | 37.42    |
| PUBLIC WORKS  | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/23/2014           | NELSON'S ACE HARDWARE     | SPECIAL SUPPLIES - STREETS   | \$10.26  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/25/2014           | NELSON'S ACE HARDWARE     | EQUIPMENT REPAIR #2753   | \$151.50 |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/25/2014           | NELSON'S ACE HARDWARE     | SPECIAL SUPPLIES - PARKS   | \$380.54 |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/26/2014           | EWING IRRIGATION PRODUCTS | MISC SPRINKLER SUPPLIES  | \$374.24 |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/26/2014           | EWING IRRIGATION PRODUCTS | MISC SPRINKLER SUPPLIES  | \$569.08 |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | NELSON'S ACE HARDWARE     | SMALL TOOLS - LLMD4  | \$10.14  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | NELSON'S ACE HARDWARE     | SMALL TOOLS - LLMD5  | \$10.14  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | NELSON'S ACE HARDWARE     | SMALL TOOLS - LLMD6  | \$10.14  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | NELSON'S ACE HARDWARE     | SMALL TOOLS - LLMD7  | \$10.14  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | NELSON'S ACE HARDWARE     | SMALL TOOLS - LLMD8  | \$10.14  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | NELSON'S ACE HARDWARE     | SMALL TOOLS - LLMD11   | \$10.14  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | NELSON'S ACE HARDWARE     | SMALL TOOLS - LLMD2  | \$10.15  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | NELSON'S ACE HARDWARE     | SMALL TOOLS - LLMD1  | \$10.15  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | NELSON'S ACE HARDWARE     | SMALL TOOLS - LLMD3  | \$10.15  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | EWING IRRIGATION PRODUCTS | BACKFLOW & SPRINKLER CLOCK DAMAGED - ISLAND ON SECOND EAST OF SR99 | \$406.04 |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 6/30/2014           | CROWN SHORTLOAD CONCRETE  | CONCRETE FOR STREET LIGHT REPLACEMENT, KEITH & MILL                | \$279.42 |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/2/2014            | NELSON'S ACE HARDWARE     | BUILDING REPAIR  | \$23.47  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/2/2014            | NELSON'S ACE HARDWARE     | SMALL TOOLS & MINOR EQUIPMENT                                      | \$62.81  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/2/2014            | CORNER STORE              | FUEL - UNIT #720   | \$100.00 |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/8/2014            | GRAINGER                  | SPECIAL SUPPLIES - PARKS   | \$7.52   |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/8/2014            | GRAINGER                  | SPECIAL SUPPLIES - STREETS   | \$7.52   |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/10/2014           | NELSON'S ACE HARDWARE     | SPECIAL SUPPLIES - PARKS   | \$9.77   |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/14/2014           | GRAINGER                  | STREET LIGHT LAMPS   | \$137.97 |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/15/2014           | GRAINGER                  | STREET LIGHT LAMPS   | \$70.97  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/16/2014           | JAM SERVICES              | 8" YELLOW BALL LED   | \$78.28  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/17/2014           | NELSON'S ACE HARDWARE     | SPECIAL SUPPLIES - STREETS   | \$34.71  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/17/2014           | NELSON'S ACE HARDWARE     | SPECIAL SUPPLIES - STREETS   | \$34.77  |
|               | ROMEO SHIPLEE | PUBLIC WORKS SUPERVISOR    | 7/19/2014           | AMAZON.COM                | SMALL TOOLS - LASER LEVEL  | \$179.47 |

| DEPARTMENT          | EMPLOYEE NAME | EMPLOYEE POSITION      | TRANSACTION<br>DATE | VENDOR NAME                     | DESCRIPTION OF PURCHASE                    | AMOUNT     |
|---------------------|---------------|------------------------|---------------------|---------------------------------|--|------------|
| PUBLIC WORKS (CONT) | SHANE FERRELL | MAINTENANCE WORKER III | 6/30/2014           | CORNER STORE                    | FUEL - #803 (SUSD FUEL PUMP DOWN)          | \$67.43    |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 6/30/2014           | CORNER STORE                    | FUEL - #718 (SUSD FUEL PUMP DOWN)          | \$83.15    |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 6/30/2014           | CORNER STORE                    | FUEL - #721 (SUSD FUEL PUMP DOWN)          | \$100.00   |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 7/1/2014            | NELSON'S ACE HARDWARE           | CONCRETE FOR SW REPAIR                     | \$108.72   |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 7/2/2014            | NELSON'S ACE HARDWARE           | SPECIAL SUPPLIES - PARKS                   | \$16.30    |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 7/2/2014            | NELSON'S ACE HARDWARE           | SPECIAL SUPPLIES - STREETS                 | \$135.91   |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 7/3/2014            | CORNER STORE                    | FUEL - #803 (SUSD FUEL PUMP DOWN)          | \$73.37    |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 7/3/2014            | CORNER STORE                    | FUEL - #717 (SUSD FUEL PUMP DOWN)          | \$100.00   |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 7/10/2014           | NELSON'S ACE HARDWARE           | SPECIAL SUPPLIES - BUILDING SALAZAR CENTER | \$31.51    |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 7/15/2014           | NELSON'S ACE HARDWARE           | SPECIAL SUPPLIES - BUILDING SALAZAR CENTER | \$2.19     |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 7/17/2014           | NELSON'S ACE HARDWARE           | GRAFFITI REMOVAL                           | \$6.52     |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 7/17/2014           | NELSON'S ACE HARDWARE           | SPECIAL SUPPLIES - BRENTLINGER PARK        | \$45.64    |
|                     | SHANE FERRELL | MAINTENANCE WORKER III | 7/17/2014           | NELSON'S ACE HARDWARE           | SPECIAL SUPPLIES - STREETS                 | \$46.69    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/2/2014            | L.N. CURTIS & SONS              | AUTO PARTS                                 | \$66.16    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/8/2014            | A-1 AUTO ELECTRIC               | AUTO SERVICE - REPAIR #1208                | \$376.00   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/8/2014            | QUINN COMPANY                   | AUTO SERVICE - REPAIR #3408                | \$1,457.87 |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/8/2014            | NAPA AUTO PARTS                 | AUTO PARTS                                 | \$71.26    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/8/2014            | NAPA AUTO PARTS                 | AUTO PARTS - #8507                         | \$74.85    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/9/2014            | NAPA AUTO PARTS                 | AUTO PARTS - #803                          | \$275.06   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/9/2014            | SWANSON FAHRNEY FORD            | AUTO SERVICE - REPAIR #168                 | \$201.77   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/9/2014            | SWANSON FAHRNEY FORD            | AUTO PARTS - #164                          | \$534.94   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/9/2014            | FAHRNEY BUICK GMC               | AUTO PARTS - #225                          | \$316.50   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/9/2014            | ARMANDO'S SMOG                  | AUTO SERVICE - REPAIR #211                 | \$796.50   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/9/2014            | GOODYEAR TIRE & RUBBER COMPANY  | AUTO PARTS - STOCK                         | \$500.02   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/10/2014           | NELSON'S ACE HARDWARE           | AUTO PARTS - STOCK                         | \$27.40    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/10/2014           | NAPA AUTO PARTS                 | CREDIT MEMO - AUTO PARTS #803              | (\$54.36)  |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/10/2014           | NAPA AUTO PARTS                 | AUTO PARTS - #803                          | \$9.99     |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/10/2014           | NAPA AUTO PARTS                 | AUTO PARTS - #803                          | \$16.07    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/10/2014           | NAPA AUTO PARTS                 | SPECIAL SUPPLIES - SHOP                    | \$19.12    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/10/2014           | HI-TECH EVS INC.                | AUTO PARTS                                 | \$1,020.70 |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/10/2014           | SELMA AUTO SUPPLY               | AUTO PARTS - SHOP                          | \$6.84     |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/10/2014           | SWANSON FAHRNEY FORD            | AUTO PARTS                                 | \$128.86   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/10/2014           | SWANSON FAHRNEY FORD            | AUTO SERVICE - REPAIR #153                 | \$969.30   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/10/2014           | KJAR EQUIPMENT & RENTAL COMPANY | AUTO PARTS - #1517                         | \$101.53   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/11/2014           | JOHNSON TIRE SERVICE            | AUTO SERVICE - REPAIR                      | \$306.17   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/11/2014           | A-OKAY AUTO BODY SHOP           | AUTO SERVICE - REPAIR #180                 | \$2,447.94 |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/11/2014           | KIMBALL MIDWEST                 | SMALL TOOLS & MINOR EQUIPMENT              | \$96.77    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/14/2014           | NAPA AUTO PARTS                 | AUTO PARTS                                 | \$5.97     |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/14/2014           | SWANSON FAHRNEY FORD            | AUTO SERVICE - REPAIR #161                 | \$1,650.92 |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/14/2014           | LESLIE ELECTRIC                 | AUTO SERVICE - REPAIR #8507                | \$654.88   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/14/2014           | TIFCO                           | SMALL TOOLS & MINOR EQUIPMENT - SHOP       | \$108.17   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/15/2014           | NELSON'S ACE HARDWARE           | AUTO PARTS                                 | \$46.03    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/15/2014           | NELSON'S ACE HARDWARE           | AUTO PARTS                                 | \$322.63   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/15/2014           | BARNES WELDING SUPPLY           | AUTO PARTS - SHOP                          | \$57.06    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/16/2014           | NELSON'S ACE HARDWARE           | AUTO PARTS - #3202                         | \$58.78    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/16/2014           | NAPA AUTO PARTS                 | AUTO PARTS - #265                          | \$72.36    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/16/2014           | SWANSON FAHRNEY FORD            | AUTO SERVICE - REPAIR #153                 | \$483.09   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/17/2014           | QUINN COMPANY                   | AUTO PARTS - STOCK                         | \$15.39    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/17/2014           | NAPA AUTO PARTS                 | AUTO PARTS - STOCK                         | \$21.64    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/17/2014           | NAPA AUTO PARTS                 | SMALL TOOLS & MINOR EQUIPMENT - SHOP       | \$68.43    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/17/2014           | SWANSON FAHRNEY FORD            | AUTO PARTS - #726                          | \$99.02    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/17/2014           | SOAPMAN INDUSTRIAL SUPPLY INC   | SPECIAL SUPPLIES - SHOP                    | \$26.09    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/17/2014           | O'REILLY AUTO SUPPLY            | AUTO PARTS                                 | \$74.34    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/18/2014           | NAPA AUTO PARTS                 | AUTO PARTS - #171                          | \$85.86    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/21/2014           | NAPA AUTO PARTS                 | AUTO PARTS - #163                          | \$117.34   |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/21/2014           | SELMA AUTO SUPPLY               | AUTO PARTS - SHOP                          | \$48.14    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/21/2014           | O'REILLY AUTO SUPPLY            | AUTO PARTS - #161                          | \$84.73    |
|                     | STEVE GIBBS   | EQUIPMENT MECHANIC III | 7/21/2014           | HAAKER EQUIPMENT COMPANY        | AUTO PARTS - #1313                         | \$287.81   |



| DEPARTMENT | EMPLOYEE NAME    | EMPLOYEE POSITION          | TRANSACTION<br>DATE | VENDOR NAME               | DESCRIPTION OF PURCHASE                                | AMOUNT |
|------------|------------------|----------------------------|---------------------|---------------------------|--|--------|
| RECREATION | MICHELE GARCIA   | REC YOUTH SERVICES         | 6/25/2014           | WALMART                   | KAISER DAY CAMP SUPPLIES                               | 65.05  |
|            | MICHELE GARCIA   | REC YOUTH SERVICES         | 6/25/2014           | WENDY'S                   | KAISER DAY CAMP FIELD TRIP                             | 66.80  |
|            | MICHELE GARCIA   | REC YOUTH SERVICES         | 6/26/2014           | SAVE MART                 | KAISER DAY CAMP SUPPLIES                               | 17.96  |
|            | MICHELE GARCIA   | REC YOUTH SERVICES         | 6/30/2014           | FOOD 4 LESS               | KAISER DAY CAMP SUPPLIES                               | 63.29  |
|            | MICHELE GARCIA   | REC YOUTH SERVICES         | 7/2/2014            | WALMART                   | KAISER DAY CAMP SUPPLIES                               | 91.99  |
|            | MICHELE GARCIA   | REC YOUTH SERVICES         | 7/3/2014            | LITTLE CAESARS            | KAISER DAY CAMP SUPPLIES                               | 39.08  |
|            | MICHELE GARCIA   | REC YOUTH SERVICES         | 7/6/2014            | WALMART                   | KAISER DAY CAMP SUPPLIES                               | 72.75  |
|            | MICHELE GARCIA   | REC YOUTH SERVICES         | 7/10/2014           | WALMART                   | KAISER DAY CAMP SUPPLIES                               | 15.19  |
|            | MICHELE GARCIA   | REC YOUTH SERVICES         | 7/14/2014           | ME-N-EDS                  | KAISER DAY CAMP SUPPLIES                               | 106.28 |
|            | MICHELE GARCIA   | REC YOUTH SERVICES         | 7/15/2014           | WALMART                   | KAISER DAY CAMP SUPPLIES                               | 69.37  |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 6/24/14             | FIRST STRING SPORTS       | HOME PLATES SHAFER/BRENTLINGER PARK                    | 214.24 |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 6/25/14             | CLEAR IMAGE POOL          | SALAZAR SPRAY PARK CHLORINE                            | 60.00  |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/1/14              | CLEAR IMAGE POOL          | SALAZAR SPRAY PARK CHLORINE                            | 60.00  |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/2/14              | NELSON'S                  | ZIP TIES-FIREWORK SHOW STAGE, ETC                      | 9.77   |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/3/14              | HOME DEPOT                | CAUTION TAPE/WATER FOR BAND FIREWORKS                  | 18.09  |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/7/14              | BIG 5 SPORTING GOODS      | GAME BALLS COED SOFTBALL LEAGUE                        | 45.60  |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/9/14              | CLEAR IMAGE POOL          | SALAZAR SPRAY PARK CHLORINE                            | 60.00  |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/10/14             | NELSON'S                  | HARDWARE BALL FIELD-FIELD DRAG                         | 6.51   |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/15/14             | STEAM CLEANERS            | GRAFFITI REMOVAL-SKATE PARK PUBLIC WORKS               | 329.59 |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/14/14             | HOME DEPOT                | SALAZAR SPRAY PARK CHLORINE                            | 14.92  |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/14/14             | NELSON'S                  | KAISER CAMP-WATER GAMES/TARP                           | 51.85  |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/15/14             | FIRST STRING SPORTS       | COED SOFTBALLS FOR LEAGUE                              | 292.21 |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/16/14             | CLEAR IMAGE POOL          | SALAZAR SPRAY PARK CHLORINE                            | 60.00  |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/17/14             | OFFICE MAX                | EASEL BOARD PAPER -JIM S ART CLASS                     | 28.79  |
|            | MIKAL KIRCHNER   | RECREATION SUPERVISOR      | 7/17/14             | NELSON'S                  | BRENTLINGER GATE CHAIN                                 | 2.17   |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/22/14             | PAYPAL INLETRADING        | PETER PAN COSTUMES                                     | 33.31  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/22/14             | THE HOME DEPOT            | PETER PAN SET SUPPLIES                                 | 75.10  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/24/14             | MICHAELS                  | COOL KID PLAYERS PETER PAN                             | -31.48 |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/24/14             | MICHAELS                  | PETER PAN SUPPLIES                                     | 31.48  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/24/14             | MICHAELS                  | PETER PAN SUPPLIES                                     | 32.45  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/24/14             | PREMIER LIGHTING AND PROD | PETER PAN SUPPLIES                                     | 51.66  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/24/14             | PARTY CITY                | PETER PAN SUPPLIES                                     | 25.87  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/27/14             | AMAZON                    | PETER PAN SUPPLIES                                     | 29.99  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/30/14             | WM SUPERCENTER            | PETER PAN SUPPLIES                                     | 52.06  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/30/14             | ADVENTIST MEDICAL CENTER  | UNKNOWN CHARGE-BANK WILL CREDIT BACK ON NEXT STATEMENT | 8.70   |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 6/30/14             | DOLLAR TREE               | PETER PAN PROPS  | 8.70   |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 7/5/14              | PARTY CITY                | PETER PAN SUPPLIES                                     | 23.79  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 7/6/14              | THE HOME DEPOT            | PETER PAN SET SUPPLIES                                 | 150.06 |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 7/9/14              | WALMART                   | PETER PAN SUPPLIES                                     | 38.35  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 7/13/14             | LITTLE CAESARS            | PETER PAN CAST PARTY                                   | 48.87  |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 7/10/14             | OFFICE MAX                | PETER PAN PROGRAMS                                     | 254.42 |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 7/11/14             | OFFICE MAX                | PETER PAN PROGRAMS                                     | 288.95 |
|            | NICOLETTE CHAVEZ | PERFORMING ARTS INSTRUCTOR | 7/19/14             | OFFICE MAX                | SELMA ARTS CENTER FLIERS                               | 25.66  |

## US BANK INVOICE FOR CALCARD CHARGES: 6/23/2013 - 7/22/2014

| DEPARTMENT    | EMPLOYEE NAME    | EMPLOYEE POSITION  | TRANSACTION<br>DATE | VENDOR NAME               | DESCRIPTION OF PURCHASE               | AMOUNT    |
|---------------|------------------|--------------------|---------------------|---------------------------|---------------------------------------|-----------|
| SENIOR CENTER | LAURIJANE LINDER | SENIOR CENTER AIDE | 6/23/14             | SMART N FINAL             | KITCHEN SUPPLIES                      | 90.50     |
|               | LAURIJANE LINDER | SENIOR CENTER AIDE | 6/24/14             | ULINE                     | WHITE ENVELOPES                       | 31.72     |
|               | LAURIJANE LINDER | SENIOR CENTER AIDE | 6/23/14             | J&E RESTAURANT SUPPLY INC | TABLE FOR KITCHEN                     | 189.34    |
|               | LAURIJANE LINDER | SENIOR CENTER AIDE | 7/2/14              | WALMART                   | KITCHEN SUPPLIES                      | 154.52    |
|               | LAURIJANE LINDER | SENIOR CENTER AIDE | 7/9/14              | SAVE MART                 | SPECIAL LUNCH                         | 32.62     |
|               | LAURIJANE LINDER | SENIOR CENTER AIDE | 7/14/14             | WALMART                   | BINGO SUPPLIES                        | 142.30    |
|               | LAURIJANE LINDER | SENIOR CENTER AIDE | 7/18/14             | EXPO PARTY                | RENTAL OF EQUIPMENT FOR RESOURCE FAIR | 450.00    |
|               | LAURIJANE LINDER | SENIOR CENTER AIDE | 7/21/14             | KEITH SELLERS             | CERAMIC SUPPLIES                      | 125.00    |
|               |                  |                    |                     |                           |                                       | 32,161.82 |

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

September 2, 2014

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**ITEM NO:**

2.

**SUBJECT:**

Consideration and Necessary Action on Ordinance of the City Council of the City of Selma Amending Sections 2, 3 and 4 of Chapter 4 of Title VII of the Selma Municipal Code Entitled Groundwater Overdraft Mitigation Fees - *Public Hearing and adoption.*

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**DISCUSSION:** On September 17, 2012 by a 3-0 vote, this Council approved a Resolution Authorizing the Mayor to Execute and the Mayor did in Fact Execute a Cooperative Agreement Between Consolidated Irrigation District (CID) and the City of Selma (the "Cooperative Agreement").

On March 17, 2014, this Council approved a First Amendment to the Cooperative Agreement. Generally, the Cooperative Agreement, among other things, provides for the City's payment to CID and into a groundwater recharge fund a "baseline fee" of \$0.069 per one hundred cubic feet of net groundwater extraction (equal to actual groundwater extraction as measured by meters, less 20%) and a \$0.23 per one hundred cubic feet net groundwater extraction occurring during each calendar year.

The contract contemplates the City will by ordinance require the water purveyor, Cal Water, to pay those amounts to the City and that Cal Water will recover the funds necessary to make that payment by imposing a surcharge on its customers which requires approval of the California Public Utilities Commission (CPUC). The City adopted that ordinance on November 5, 2012, (Ordinance 2012-4).

The City and Cal Water have filed a Joint Application, Application No. 14-01-008, before the California Public Utilities Commission for approval of a surcharge to ratepayers of the utility, Cal Water. In the course of those proceedings a determination was made by a Field Inspection conducted by CPUC that two wells operated by Cal Water which do in fact provide water service for municipal, residential, commercial and industrial uses both within the City of Selma and within the immediate environs of the City of Selma, within the City of Selma's Sphere of Influence as determined by Fresno County LAFCO and within the "Selma District" of California Water Service Company, as defined by the CPUC, are located outside City boundaries in an area in which no other municipal corporation provides or regulates the provision of water service.

## **DISCUSSION: cont...**

The City is authorized by Article XI, Sections 7 and 9 of the California Constitution and PUC Code Sections 6203 and 6294 to adopt ordinances which regulate or impose other requirements on any person or utility providing water service either within the City limits or outside of the City limits, so long as no other municipal corporation regulates or provides for such service within such territory.

The intent of Ordinance 2012-4 was to require that the groundwater fees payable by Cal Water be applicable to groundwater extraction by the utility occurring anywhere either within or outside of the City limits, so long as all or any part of that water is provided by the utility for municipal, residential, commercial or industrial uses either within the City limits or outside the City limits within the City's Sphere of Influence or within the "Selma District" of California Water Service Company as that term is defined by CPUC.

The proposed amendment to the Groundwater Overdraft Mitigation Fee Ordinance to Sections 2, 3 and 4 of that Ordinance simply alters the provisions of those sections so that instead of applying within the City of Selma City boundaries only, the requirements of the Ordinance are applicable to all wells and water extraction by the utility, wherever that groundwater extraction occurs, inside or outside of the City limits, so long as it occurs within the City of Selma's Sphere of Influence or within the Selma District of Cal Water.

The amendment will make the Ordinance applicable to Wells 16 and 17 operated by Cal Water or any other well that is operated now or in the future by Cal Water that is not located within the City of Selma City boundaries, but is located within either the Sphere of Influence of the City, or the Selma District of Cal Water.

|  |  |  |
|--|--|--|
| <b><u>COST:</u></b> (Enter cost of item to be purchased)   |  | <b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE). |
| none   |  | none   |
| <b><u>FUNDING:</u></b> (Enter the funding source for this item – if fund exists, enter the balance in the fund). |  | <b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).      |
| Funding Source: none<br><br>Fund Balance:  |  | nne  |

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**RECOMMENDATION:**

Conduct Public hearing on an Ordinance Amending Sections 2, 3 and 4 of Chapter 4 of Title XII of the Selma Municipal Code entitled Groundwater Overdraft Mitigation Fees.

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/s/ Neal E. Costanzo

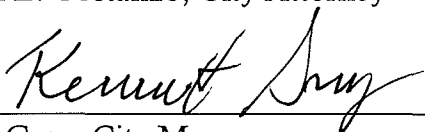
08/28/2014

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Neal E. Costanzo, City Attorney

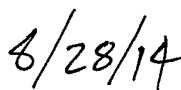
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Date


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Ken Grey, City Manager


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Date

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We \_\_\_\_\_ and \_\_\_\_\_  
Ken Grey, City Manager Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

**ORDINANCE 2014-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING  
SECTIONS 2, 3 AND 4 OF CHAPTER 4 OF TITLE XII OF THE SELMA MUNICIPAL  
CODE ENTITLED GROUNDWATER OVERDRAFT MITIGATION FEES**

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**WHEREAS**, on September 17, 2013, the City Council of the City of Selma ("City") approved a resolution authorizing the Mayor to execute and the Mayor did, in fact, execute a "Cooperative Agreement between Consolidated Irrigation District and the City of Selma" (the "Cooperative Agreement"); and

**WHEREAS**, the Cooperative Agreement provides for the adoption of an ordinance by the City imposing on California Water Service Company, the public utility which provides municipal water service within the City of Selma an annual fee based upon the volume of groundwater extracted by it in every calendar year, subject to approval of the California Public Utilities Commission of increased rates or a surcharge to be imposed by California Water Service Company on its customers, as necessary, to fund the full amount of the fee payable by the Ordinance which was adopted as Chapter 4 to Title XII of the Selma Municipal Code; and

**WHEREAS**, the Groundwater Overdraft Mitigation Fee Ordinance is applicable by its terms to California Water Service Company (Cal Water) as the "public utility providing water for urban and municipal residential, commercial or industrial uses within the City of Selma to fund programs to mitigate the impact of water extraction upon conditions of groundwater overdraft" (at Section 12-4-2). It provides that the obligation of the utility which supplies municipal water within the City of Selma to residential, commercial or industrial users to pay groundwater fees is limited to payment for water extracted from the ground by wells "operated by it and located within the City of Selma boundaries" (Section 12-4-4(A)(1)) and the said ordinance further provides that it applies "within the incorporated area of the City" (Section 12-4-3(B)); and

**WHEREAS**, at the time of the adoption of Ordinance 2012-4, the Groundwater Overdraft Mitigation Fee Ordinance, the City believed that all wells used by the utility to extract groundwater for urban, municipal, residential, commercial or industrial uses within the City were located within the City boundaries, however, inspections of Cal Water's facilities conducted by the Public Utilities Commission (PUC) in connection with the proceedings initiated by the City and by Cal Water jointly for approval of a surcharge to customers of the utility to recover the fees imposed on the utility determined it operates two wells, Well No. 16 and 17, that are located outside the City limits, but within the City's Sphere of Influence, as determined by the Local Agency Formation

Commission, or within the “Selma District” of the utility as determined by the PUC (the “Selma District”); and

**WHEREAS**, the original intent of Ordinance 2012-4 was that it be applicable to all wells and water extraction, wherever located, if used to provide water within the Selma District or within the Sphere of Influence of the City of Selma as determined by LAFCO and water extracted by Wells 16 and 17 of Cal Water do in fact provide water for water service for municipal residential, commercial and industrial users both within the City of Selma and within its Sphere of Influence or the Selma District and no other city or municipal corporation or utility provides water service to the territory that is within the City Sphere of Influence and the Selma District of Cal Water; and

**WHEREAS**, the City of Selma has the Constitutional and statutory authority to regulate, make and enforce all local, police, sanitary and other ordinances and regulations not in conflict with the general laws with respect to persons or utilities that provide water service either within or outside of its boundaries, except to the extent that a different municipal corporation furnishes the same service to that territory and the City finds and determines that Wells 16 and 17 operated by Cal Water are located outside the City’s boundaries but provide water service either within or outside of the City boundaries, and within the City Sphere of Influence and/or within the Selma District and that no other municipal corporation furnishes the same service to such territory inside or outside of the City’s boundaries. (California Constitution Article XI, Sections 7 and 9); and

**WHEREAS**, the City Council of the City of Selma, based upon the foregoing finds and determines that it is necessary and appropriate to adopt an amendment to the aforementioned sections of the Groundwater Overdraft Mitigation Fee Ordinance so that the fees imposed on Cal Water by Ordinance 2012-4 are applicable to all wells operated by Cal Water either within or outside of the City’s boundaries, but within the City’s Sphere of Influence and the Selma District of Cal Water, as defined by the PUC. Further, the ordinance is being amended so as to provide Cal Water the opportunity to voice to objections, if any, to use or expenditure of the fees imposed by this Ordinance.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY ORDAIN AS FOLLOWS:**

Section 1. Section 2 of Chapter 4 of Title XII of the Selma Municipal Code is hereby amended to read as follows:

“12-4-2                      PURPOSE

The purpose of this Chapter is to assess a volumetric fee upon urban water extractions by the public utility providing water for urban and municipal residential,

commercial, or industrial uses anywhere within the boundaries of the City, the Sphere of Influence of the City of Selma as determined by the Fresno County Local Agency Formation Commission, or within the "Selma District" of the utility as established by the California Public Utilities Commission (CPUC) to the extent such extractions of groundwater by the public utility is used, in whole or in part, to provide water for municipal, residential, commercial or industrial uses within the Sphere of Influence of the City of Selma and/or the Selma District of California Water Service Company as defined by the CPUC to fund programs to mitigate the impact of such groundwater extraction upon the conditions of groundwater overdraft. Such activities will include, but shall not be limited to the following:

- A. Acquisition of surface water rights and surface water supplies.
- B. Development of groundwater recharge facilities.
- C. Reconfiguration of stormwater facilities designed to retain as much stormwater as possible within and near the City of Selma.
- D. Enhancement of cooperative programs with local water management agencies and companies.
- E. Development of more efficient water delivery systems."

Section 2. Section 3 of Chapter 4 of Title XII of the Selma Municipal Code is hereby amended to read as follows:

"12-4-3                      SHORT TITLE AND APPLICATION

A. This chapter shall be known and may be cited as the City of Selma Water Resource Management and Groundwater Overdraft Mitigation Fee Ordinance.

B. This chapter shall apply within the incorporated area of the City of Selma, and within the City of Selma Sphere of Influence and the Selma District of California Water Service Company, the utility providing water service for municipal, residential, commercial and industrial uses within and outside of the City boundaries to the full extent permitted by Article XI, Sections 7 and 9 of the Constitution of the State of California."

Section 3. Section 4 of Chapter 4 of Title XII of the Selma Municipal Code is hereby amended to read as follows:

"12-4-4                      Imposition of Groundwater Impact Fee on Public Utility Provider of Municipal Water Supplies Which Include all Residential, Commercial and Industrial Water Supplied by the Public Utility.



- A. Commencing on the date on which a determination of the California Public Utilities Commission relating to the application of this ordinance becomes effective or final (the "Effective Date"), the public utility, California Water Service Company, or its successor (the "Utility"), which supplies municipal water within the City of Selma to residential, commercial or industrial water users shall pay to the City a groundwater impact or replenishment fee computed as follows:
- (1) The Utility shall equip all groundwater wells, operated by it and located within the City of Selma boundaries, or the City of Selma Sphere of Influence, or within the "Selma District" of the utility used to provide water anywhere within such territory for municipal, residential, commercial or industrial use with meters that accurately measure the instantaneous flow and accumulated volume of water extracted from the groundwater by those wells ("Groundwater Extraction") and report to the City within 30 days after each calendar quarter, of each year following the Effective Date of this ordinance, the volume of Groundwater Extraction for the previous calendar quarter.
  - (2) The volume of Net Groundwater Extraction shall be determined by reducing the reported volume of Groundwater Extraction by twenty percent (20%).
  - (3) The Utility shall pay to the City of Selma within 30 days after the end of the calendar year following the Effective Date of this ordinance, and annually thereafter, the following amounts:
    - (i) Sixty-nine One-thousandths Dollars (\$0.069) per 100 cubic feet of Net Groundwater Extraction occurring during the calendar year; and
    - (ii) Twenty-three One-hundredths Dollars (\$0.23) per 100 cubic feet of Net Groundwater Extraction occurring during the calendar year (the "Replenishment Fee").
- B. The Utility shall maintain records of all pumping for the purpose of supplying water within the City. Such records shall identify the volume of water pumped from each well utilized to provide water service within the City. Such records shall be subject to inspection by the City during normal business hours after providing five (5) working days' notice of intent to inspect such records.
- C. In lieu of the payment of the fee specified above, the City may, in its sole discretion, reduce the portion of the Replenishment Fee that is Twenty-three One-hundredths Dollars (\$0.23) per 100 cubic feet of

Net Groundwater Extraction occurring during the calendar year to an amount that is equal to the following percentages of said portion of the Replenishment Fee:

- (1) For the first year during which this ordinance and the obligation for payment of the Replenishment Fee is in effect twelve and one-half percent (12.5%) of such fee.
- (2) During the second year this ordinance is in effect, twenty-five percent (25%) of said portion of such fee.
- (3) During the third year this ordinance is in effect thirty-seven and one-half percent (37.5%) of the said portion of such fee.
- (4) During the fourth year this ordinance is in effect fifty percent (50%) of the said portion of such fee.
- (5) During the fifth year this ordinance is in effect sixty-two and one half percent (62.5%) of said portion of such fee.
- (6) During the sixth year this ordinance is in effect seventy-five percent (75%) of said portion of such fee.
- (7) During the seventh year this ordinance is in effect, eighty-seven and one-half percent (87.5%) of said portion of such fee.
- (8) During and after the eighth year this ordinance is in effect 100% of said portion of such fee shall be payable.

- D. The groundwater impact or Replenishment Fee required by this section shall be payable, if, but only if, by application to the California Public Utilities Commission, the Utility, is permitted and authorized to impose a surcharge payable by the customers of the Utility in an amount necessary to cover the full amount of the fees payable and the time for payment of the fees, and the implementation of all actions required or allowed by this ordinance shall be determined by reference to the date on which such approval of the California Public Utilities Commission is effective or final.
- E. Within 30 days after the Effective Date of this ordinance, the Utility shall file with the California Public Utilities Commission and, thereafter diligently pursue appropriate applications for approval of the California Public Utilities Commission (PUC) of the Utility undertaking the obligations imposed by this ordinance and after receiving approval of the PUC shall observe and perform all requirements of this ordinance. In the event the PUC does not approve of the imposition of the fees required by this ordinance on the Utility, or does not approve the surcharge necessary to fund the payments required by this ordinance, the Utility shall timely petition the PUC to reconsider and revise its opinion or order or shall appeal the same in the manner permitted by law.
- F. Following the fifth anniversary on which this ordinance becomes effective, the fees payable by the Utility to the City as required in Section 12-4-4, above, shall be subject to an annual increase equal to the amount of the

increase of the Consumer Price Index (CPI) using the “All Urban Consumers San Francisco-Oakland-San Jose Area, All Items (1982-84=100) Index”, as published by the United States Department of Labor, Bureau of Labor Statistics. The Utility shall include in its application or petition to the PUC to approve the payment of fees required by this ordinance and/or the imposition of a surcharge to customers necessary to fund payments required by this ordinance a request or application that the fee shall increase by the amount of the said index, in the manner specified above.

- G. That portion of the Replenishment Fee that is twenty-three one hundredths dollars (\$0.23) shall be placed into a Replenishment Fund and may only be used for the purpose of developing recharge projects or for the transfer, delivery or purchase of surface water for recharge, as determined by a vote of a committee established for that purpose. In connection with making any decision concerning use of any money in the Replenishment Fund, the City of Selma will meet and confer with the utility, California Water Service Company, or its successor, concerning how it should vote relating to the making of expenditures from the Replenishment Fund for recharge activities or projects, and in the event of any disagreement over the proposed expenditure between the City and California Water Service Company, the City shall defer to California Water Service Company and the City representative on the said committee shall vote in the manner requested by the utility.

Section 4: California Environmental Quality Act: The City Council having considered the Staff Report and all public comments, has determined that this ordinance is not a project under the California Environmental Quality Act because the ordinance has no potential for resulting in a physical change in the environment. Since the ordinance is not a project, no environmental documentation is required.

Section 5: Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

Section 6:    Effective Date and Posting of Ordinance: This Ordinance shall take effect and be in force thirty (30) days from and after the date of final passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in The Selma Enterprise with the names of those City Council Members voting for or against the Ordinance.

\* \* \* \* \*

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced on August 4, 2014 and adopted at the \_\_\_\_\_, 2014, regular City Council meeting of the City of Selma by the following vote, to wit:

AYES:            COUNCIL MEMBERS

NOES:           COUNCIL MEMBERS

ABSTAIN:       COUNCIL MEMBERS

ABSENT:        COUNCIL MEMBERS

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George Rodriguez  
Mayor Pro Tem of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk of the City of Selma

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

September 2, 2014

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**ITEM NO:**

3.

**SUBJECT:**

Consideration and Necessary Action on Ordinance of the City Council of the City of Selma Adding New Section 5 to Chapter 4 of Title XII of the Selma Municipal Code Entitled Groundwater Overdraft Mitigation Fees and Renumbering Existing Sections 5 and 6 Thereof.  
*Public hearing and adoption.*

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**DISCUSSION:**

On September 17, 2012 by a 3-0 vote, this Council approved a Resolution Authorizing the Mayor to Execute and the Mayor did in Fact Execute a Cooperative Agreement Between Consolidated Irrigation District (CID) and the City of Selma (the "Cooperative Agreement"). On March 17, 2014, this Council approved a First Amendment to the Cooperative Agreement. Generally, the Cooperative Agreement, among other things, provides for the City's payment to CID and into a groundwater recharge fund a "baseline fee" of \$0.069 per one hundred cubic feet of net groundwater extraction (equal to actual groundwater extraction as measured by meters, less 20%) and a \$0.23 per one hundred cubic feet net groundwater extraction occurring during each calendar year. The contract contemplates the City will by ordinance require the water purveyor, Cal Water, to pay those amounts to the City and that Cal Water will recover the funds necessary to make that payment by imposing a surcharge on its customers which requires approval of the California Public Utilities Commission (CPUC). The City enacted an ordinance (No. 2012-4) imposing those fees on Cal Water, subject to CPUC approval.

In the proceedings initiated jointly by Cal Water and the City before the CPUC for approval of the surcharge to ratepayers of Cal Water to recover the cost for groundwater fees imposed by Ordinance 2012-4 the Office of Ratepayer Advocates (ORA) has recommended disapproval of the application for imposition of that surcharge unless the City adopts an ordinance amending the Groundwater Mitigation Fee Ordinance to include a sunset or termination date of the ordinance to coincide with the termination date of the Cooperative Agreement which it implements. The proposed new Section 5, to be added to Chapter 4 of XII of the Selma Municipal Code simply provides that the ordinance and the requirement that the utility pay fees, and, therefore, that ratepayers pay any surcharge to enable Cal Water to pay those groundwater fees, shall be and is terminated upon the termination of the Cooperative Agreement. Existing Sections 5 and 6 of Ordinance 2012-4 are renumbered to follow the new Section 5.

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|--|--|--|
| <b>COST:</b> <i>(Enter cost of item to be purchased)</i>   |  | <b>BUDGET IMPACT:</b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i> |
| none   |  | none   |
| <b>FUNDING:</b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i> |  | <b>ON-GOING COST:</b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>      |
| Funding Source: none<br><br>Fund Balance:  |  | nne  |

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**RECOMMENDATION:**

Conduct public hearing on an Ordinance Adding New Section 5 to Chapter 4 of Title XII of the Selma Municipal Code entitled Groundwater Overdraft Mitigation .

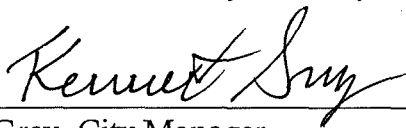
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/s/ Neal E. Costanzo

08/28/2014

Neal E. Costanzo, City Attorney

Date



8/28/2014

Ken Grey, City Manager

Date

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We \_\_\_\_\_ and \_\_\_\_\_  
                     Ken Grey, City Manager                      Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

**ORDINANCE 2014-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA ADDING  
A NEW SECTION 5 TO CHAPTER 4 OF TITLE XII OF THE CITY OF SELMA  
MUNICIPAL CODE ENTITLED GROUNDWATER OVERDRAFT MITIGATION  
FEES AND RENUMBERING EXISTING SECTIONS 5 AND 6 THEREOF**

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**WHEREAS**, on September 17, 2012, the City Council of the City of Selma ("City") approved a resolution authorizing the Mayor to execute and the Mayor did, in fact, execute a "Cooperative Agreement between Consolidated Irrigation District and the City of Selma" (the "Cooperative Agreement"); and

**WHEREAS**, the Cooperative Agreement provides for the adoption of an ordinance by the City imposing on California Water Service Company, the public utility which provides municipal water service within the City of Selma an annual fee based upon the volume of groundwater extracted by it in every calendar year, subject to approval of the California Public Utilities Commission of increased rates or a surcharge to be imposed by California Water Service Company on its customers, as necessary, to fund the full amount of the fee payable by the Ordinance which was adopted as Chapter 4 to Title XII of the Selma Municipal Code; and

**WHEREAS**, the Groundwater Overdraft Mitigation Fees Ordinance (No. 2012-4) implements the aforementioned Cooperative Agreement, contingent upon the approval of the California Public Utilities Commission (CPUC) and the said Cooperative Agreement is for a period of 20 years following the effective date and the agreement automatically renews from year to year thereafter unless and until a party to the agreement serves the other party to the agreement with a prescribed notice of termination of the agreement so that any increased rate or surcharge approved by CPUC must terminate when the Cooperative Agreement terminates.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA HEREBY ORDAINS AS FOLLOWS:**

SECTION 1. A new Section 5 of Chapter 4 of Title XII of the Selma Municipal Code is added to Chapter 4 of Title XII of the Selma Municipal Code to read as follows:

**12-4-5 EXPIRATION OF ORDINANCE**

This Ordinance, Chapter 4 of Title XII of the Selma Municipal Code entitled Groundwater Overdraft Mitigation Fee Ordinance shall be in full force and effect for the entire term of that certain Cooperative Agreement between the City of Selma and

Consolidated Irrigation District Dated October 1, 2012, either as originally set by the agreement or as extended pursuant to the provisions thereof and this ordinance will expire and cease to be of any force or effect on the date on which the Cooperative Agreement is terminated.

SECTION 2: Sections 5 and 6 of the Groundwater Overdraft Mitigation Fee Ordinance entitled "Penalty" and "Severability" are renumbered as Sections 6 and 7 respectively, to read as follows:

12-4-6                    PENALTY

Any violation of this chapter shall be prosecuted in the same manner as misdemeanors and upon conviction the violator shall be punished according to law; however, in addition to or in lieu of any criminal prosecution the City shall have the power and standing to sue in civil court to enforce the provisions of this chapter against the Utility.

12-4-7                    SEVERABILITY

If any section, phrase, sentence or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portions shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions thereof.

SECTION 3: California Environmental Quality Act: The City Council having considered the Staff Report and all public comments, has determined that this Ordinance is not a project under the California Environmental Quality Act because the Ordinance has no potential for resulting in a physical change in the environment. Since the Ordinance is not a project, no environmental documentation is required.

SECTION 4: Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

SECTION 5: Effective Date and Posting of Ordinance: This Ordinance shall take effect and be in force thirty (30) days from and after the date of final passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in The Selma Enterprise with the names of those City Council Members voting for or against the Ordinance.

\* \* \* \* \*



I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced on August 4, 2014 and adopted at the \_\_\_\_\_, 2014, regular City Council meeting of the City of Selma by the following vote, to wit:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

\_\_\_\_\_  
George Rodriguez  
Mayor Pro Tem of the City of Selma

ATTEST:

\_\_\_\_\_  
Reyna Rivera  
City Clerk of the City of Selma

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

September 2, 2014

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|                 |   |
|-----------------|---|
| <b>ITEM NO:</b> | 4.  |
| <b>SUBJECT:</b> | Consideration and necessary action on Ordinance of the City Council of the City of Selma Adding Chapter 4 of Title VI of the Selma Municipal Code Entitled Appointment of Animal Control Officer. <i>Public hearing and adoption.</i> |

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**DISCUSSION:** The City is a party to that certain agreement between the City and Second Chance Animal Shelter of Selma (SCAS) a California non-profit corporation that is organized as a humane society or society for prevention of cruelty to animals and/or public pound to provide, among other things, for the impoundment, care and disposition of dogs or other animals found within the City of Selma. By amendment to that agreement the City Council has authorized the funding necessary for SCAS to employ and train an Animal Control Officer. Under the provisions of California Corporation Code §14503, the City Council may, by ordinance, authorize employees of any public pound, society for the prevention of cruelty to animals or humane society with which it has a contract to provide for animal care or protection services to act as an Animal Control Officer, as that term is defined in Penal Code §830.9 and to issue administrative citations, notices to appear in court and to take other enforcement action for violations of state or local animal control laws.

The proposed ordinance adds an additional Chapter to Title VI of the Selma Municipal Code which includes at Chapter 2, provisions relating to animals and animal control within the City. The new chapter of Title VI to be added by this ordinance effectively appoints and authorizes an Animal Control Officer to be employed by Second Chance Animal Shelter of Selma (SCAS), a California non-profit corporation that is a humane society, society for prevention of cruelty to animals and/or a public pound within the City to enforce those provisions of the Selma Municipal Code (in addition to provisions of state law) relating to animal control and generally found at Chapter 2 of Title VI of the Selma Municipal Code.

Staff has verified SCAS has the appropriate liability insurance for bodily injury or property damage in an amount of at least \$1,000,000 and has otherwise complied with the provisions of law relating to the retention and employment of an Animal Control Officer.

|   |  |   |
|---|--|---|
| <b><u>COST:</u></b> (Enter cost of item to be purchased in box below)   |  | <b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE). |
| Not applicable  |  | Not applicable  |
| <b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund). |  | <b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).      |
| Funding Source:<br><br>Fund Balance:     None   |  | None  |

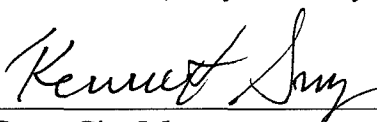
**RECOMMENDATION:**     Conduct public hearing on an Ordinance Adding Chapter 4 to Title VI of the Selma Municipal Code Entitled Appointment of Animal Control Officers.

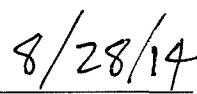
/s/ Neal E. Costanzo

08/28/2014

Neal E. Costanzo, City Attorney

Date

  
Ken Grey, City Manager

  
Date

We \_\_\_\_\_ and \_\_\_\_\_  
Ken Grey, City Manager                      Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

**ORDINANCE NO. 2014 - \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA  
ADDING CHAPTER 4 TO TITLE VI OF THE SELMA MUNICIPAL CODE  
ENTITLED "APPOINTMENT OF ANIMAL CONTROL OFFICERS"**

**WHEREAS**, on December 20, 2013, the City of Selma ("City") entered into an agreement with the Second Chance Animal Shelter of Selma ("SCAS"), a nonprofit corporation organized and existing as an organization for the prevention of cruelty to animals, a humane society and/or a public pound to, among other things, provide for the impoundment, care and disposition of dogs and animals found within the City of Selma and the corporation maintains, for that purpose, a facility within the City of Selma for the impoundment or housing of dogs or other animals; and

**WHEREAS**, SCAS has acted by separate resolution of its Board of Directors or Trustees to appoint an animal control officer or humane officer, as the term is defined in Corporations Code §14502 and has provided the City with satisfactory proof of the adoption of that resolution, the existence of liability insurance for bodily injury or property damage in an amount of at least \$1,000,000 and has otherwise complied with all of the provisions of Corporation Code 14502 relating to the appointment of a humane officer; and

**WHEREAS**, pursuant to the provisions of Corporations Code §14503, the governing body of a local agency may, by ordinance, authorize employees of public pounds, societies for the prevention of cruelty to animals and humane societies who have qualified as humane officers pursuant to §14502 if such societies or pounds have contracted with the local agency to provide animal care or protection services to act as an animal control officer, as that term is used in Penal Code §830.9 to issue notices to appear in court pursuant to Chapter 5C (commencing with §853.5) of Title III of Part 2 of the Penal Code of the State of California for violations of state or local animal control laws; and

**WHEREAS**, the City has agreed to provide funding, for this fiscal year, and to review the level of funding available for SCAS in subsequent fiscal years during the term of the Agreement between the City of Selma and SCAS (the "Agreement") which funding is required to be used by SCAS to fund the hiring, training, and employment of a person who qualifies as an animal control officer under the provisions of law referred to above and to delegate to a animal control officer, appointed by SCAS as provided for by Corporations Code §14502, to enforce all state and local laws and ordinances within the boundaries of the City of Selma relating to animal control and, with respect to the local laws of the City of Selma, which are set forth in Title VI of the Selma Municipal Code; and

**WHEREAS**, the City Council of the City of Selma, based upon the foregoing, finds and determines that it is necessary, appropriate and desirable to authorize the

animal control officer appointed by SCAS as its animal control officer, to enforce the City of Selma ordinances relating to animal control, all as set forth in Title VI of the Selma Municipal Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY ORDAIN** as follows:

**SECTION 1:** Section 1 of Chapter 2 of Title VI of the Selma Municipal Code is hereby added to read as follows:

**"6-3-1            PURPOSE**

The purpose of this Chapter is to authorize a duly appointed animal control officer that has been appointed by the Humane Society, Society for Prevention of Cruelty to Animals or public pound with which the City of Selma has a contract for the impoundment, care and protection and prevention of cruelty to animals within the limits of the City of Selma to exercise all of the powers and responsibilities and duties of an animal control officer as defined in Title VI, Chapter 2, Section 1 of this Code and, in connection therewith, to issue appropriate citations in accordance with the City Code, including administrative citations and the power to serve warrants as specific in §§1523 and 1530 of the Penal Code during the course and within the scope of the employment of the animal control officer who has been certified as meeting the requirements of Corporations Code §14502 by the Humane Society, Society for Prevention of Cruelty to Animals and/or public pound which the City of Selma has contracted to provide the same or similar services.

**6-3-2            AUTHORITY OF ANIMAL CONTROL OFFICER**

The City of Selma hereby specially appoints and authorizes the animal control officer employed by Second Chance Animal Shelter of Selma (SCAS), a California nonprofit corporation organized and operating as the Humane Society, Society for the Prevention of Cruelty to Animals and/or a public pound within the City of Selma to enforce, in any manner permitted by the Selma Municipal Code, those provisions that currently exist in Chapter 2 of this Title VI of the Selma Municipal Code, or as they may be hereafter amended. The animal control officer is hereby designated by the City of Selma as an animal control officer authorized to perform such duties. The Chief of Police may designate the animal control officer employed by SCAS to perform all of the duties prescribed by Chapter 2 of this Title of the Selma Municipal Code for a Pound Master and animal control officer to include the power to serve warrants as specified in Penal Code §§1523 and 1530 and to issue administrative citations

for violation of any or all of the animal control provisions in Chapter 2 of this Title VI of the Selma Municipal Code. In performing these duties, the animal control officer employed by SCAS shall contact and defer any such enforcement or other animal control activity as deemed necessary by any peace officer of the Selma Police Department with respect to each and all of the following:

1. Where an animal presents a threat to the public safety;
2. When an animal bites any persons;
3. When an animal is creating a traffic hazard;
4. When the owner/handler of the animal has been arrested by the Selma Police Department; or
5. When the animal has been gravely injured.

Further, all complaints of animal cruelty shall initially be investigated by the Selma Police Department or an officer thereof and shall be dealt with by the animal control officer in the manner prescribed by the Police Department. Nothing in this Chapter or Section is intended to or shall affect the authority of the Chief of Police of the City of Selma, or of any peace officer employed by the City of Selma to enforce state and local animal control laws and ordinances as deemed necessary by the Chief of Police or the peace officer."

**SECTION 2:** California Environmental Quality Act: The City Council having considered the Staff Report and all public comments, has determined that this ordinance is not a project under the California Environmental Quality Act because the ordinance has no potential for resulting in a physical change in the environment. Since the ordinance is not a project, no environmental documentation is required.

**SECTION 3:** Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

**SECTION 4:** Effective Date and Posting of Ordinance: This Ordinance shall take effect and be in force thirty (30) days from and after the date of final passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in The Selma Enterprise with the names of those City Council Members voting for or against the Ordinance.

\* \* \* \* \*

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at the \_\_\_\_\_, 2014, regular City Council meeting and adopted at a regular meeting of the City Council of the City of Selma on the \_\_\_\_ day of \_\_\_\_\_ 2014, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

\_\_\_\_\_  
George Rodriguez,  
Mayor Pro Tem of the City of Selma

ATTEST:

\_\_\_\_\_  
Reyna Rivera, City Clerk of the  
City of Selma

APPROVED AS TO FORM:

\_\_\_\_\_  
Neal E. Costanzo,  
City Attorney

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ITEM NO:

5.

SUBJECT: Consideration and necessary action on adoption of the Selma Police Dept. Video Policing Project Policy and Guidelines Manual.

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**BACKGROUND:** The Selma Police Department is constantly looking for ways to improve its service levels to the community. Resources are limited, and although the crime rate has fallen, calls for service levels have risen. A property used Video Surveillance system acts as a "force multiplier," allowing the same number of personnel to "monitor" a larger area of the city than otherwise capable of doing.

Video policing increases the effectiveness of police departments by identifying crimes in progress, and improving response to emergency calls at camera locations. Recent experiments by the Philadelphia Police Department support this position. At eight intersections, police placed a bright flashing blue strobe light on top of surveillance cameras to ensure that the presence of the cameras were known to anyone near the intersection, and monitored those cameras only occasionally. Crime dropped by 37 percent at these locations. Philadelphia did not differentiate between property and violent crime in their report, but believe that crime was displaced to other areas that were not monitored.

**EXECUTIVE  
SUMMARY:**

Closer to home, we have a responsibility to meet the expectations of our community. When we find ourselves in a store, at an ATM, or on a campus; and observe a video camera, we draw several conclusions. First, we understand that there is a high likelihood that the camera is working, and is pointed in our direction. Secondly, we believe the images are being recorded; and while we are not sure how long the video is being kept, or what it could be used for, we have a reasonable belief that our image is being stored on tape or disc. Finally, we believe that someone is watching us live. In law enforcement, the expectation that video surveillance systems are monitored is even greater than in the private sector.

When police personnel observe video that may be helpful to responding units, they will broadcast the information on the appropriate police frequency. When officers arrive, the personnel monitoring the cameras will continue to watch for threats to the officers' safety, and to document the incident. After the call, officers may review the video, have it exported to detectives for follow-up, or booked into evidence.



*Continued...*

Often, dispatchers will be able to use the video cameras to eliminate the need for a patrol response. A quick check by video can show that a “gang fight with dozens involved” was actually four kids engaged in harmless horseplay, who have subsequently left the area. Canceling calls for service by video, frees up patrol resources to fight crime elsewhere.

When not using the cameras in response to calls, officers and dispatchers will systematically monitor all operating video cameras for suspicious activity. When unusual activity is detected, personnel can take advantage of the pan, tilt, and zoom features of these high-resolution cameras to get a better look. A ready police radio permits an instant broadcast of the location, activity, descriptions and any additional information that can be passed on to assist patrol officers for a quick response.

As discussed during the last Council meeting, a comprehensive policy and guidelines policy has been prepared to establish acceptable uses of the information obtained by the system in order to achieve program goals with compromising the public’s right to privacy.


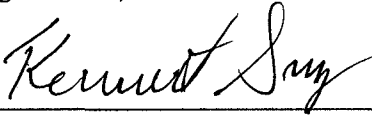
|   |  |   |
|---|--|---|
| <b><u>COST:</u></b> (Enter cost of item to be purchased in box below)   |  | <b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE). |
| Unknown   |  | None  |
| <b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund). |  | <b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).      |
| Funding Source: COPS Grant<br><br>Fund Balance:   |  | n/a   |

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**RECOMMENDATION:**

During the last meeting, Council advised staff the need to implement a policy. Staff recommends adoption of the attached policy to facilitate the project.

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|   |                        |
|---|------------------------|
| <br>_____<br>Greg Garner, Police Chief | <u>8/27/14</u><br>Date |
| <br>_____<br>Ken Grey, City Manager    | <u>8/28/14</u><br>Date |

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We \_\_\_\_\_ and \_\_\_\_\_  
                     Ken Grey, City Manager                      Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

# SELMA POLICE DEPARTMENT VIDEO POLICING PROJECT POLICY & GUIDELINES MANUAL



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## Introduction

The Selma Police Department's Video Policing Project is intended to contribute to public safety by employing a system that incorporates modern technology into the investigative process. This is available through active or passive video monitoring, storage and retrieval capabilities. Our system will be designed to improve the Department's ability to prevent and detect public safety emergencies, deter criminal conduct, identify crime participants and serve as an aid to the successful prosecution of those responsible.

This system, along with other simultaneous public safety enhancements, such as the use of predictive crime analysis software and greater involvement by citizens in bearing witness to crimes in their neighborhoods, will significantly improve public safety in the city of Selma.

I believe this "smart policing" technology, combined with the confidence and trust of our citizens, can provide a safer community, a more efficiently run police agency, and greatly enhance our investigative abilities.

Portions of this policy were adapted from other agencies policies, as well as information derived from the United States Department of Justice Community Oriented Policing Service (COPS) program.

Sincerely,

Greg Garner  
Chief of Police

## **Statement of Purpose**

The purpose of our camera system is to supplement our agency's efforts to provide a safe public environment to conduct business, transit our public spaces, and enjoy our parks. The intent of the system is to lead to the rapid identification of those responsible for crimes in view of a camera; the deterrence of those who, but for the presence of a camera, might seize an opportunity to prey upon one another, and the successful prosecution of criminals whose activity is captured. This system is not a panacea for crime; it *will not* prevent the actions of those who are determined to violate the rights or freedoms of others.

The system ***will not*** be used for

- Arbitrary viewing of citizens.
- Viewing activities where a reasonable expectation of privacy may exist, even though conducted in a public place.
- Traffic enforcement.

There may exist other examples that are too numerous to expound upon in this document that will limit the use of video information obtained by this system.

This policy and guidelines will specify rules of acceptable Selma Police Department use of the Video Policing system and designate specifications in order to achieve program goals without compromising the public's right to privacy. This document must also be flexible to adjust for unanticipated incidents, occurrences or applications for future improvements.

## **Video Policing Design Specifications**

The system used by the Selma Police Department will utilize multiple fixed and adjustable cameras focused on predetermined public areas in public places. Cameras shall be situated in a manner and located in public places that will maximize the field of view of public areas for public safety purposes only. This system will be used primarily to address serious threats to public safety and applications delineated in this document.

- It is not intended to serve as a mechanism for the casual observation of citizens in public places conducting lawful activities in a public setting or situation.
- Camera placement will minimize the potential inadvertent capture of images from areas where there would be a reasonable expectation of privacy, while either in a public place or in any structure.

In any location where the view of any camera may compromise a citizen's privacy expectation, the Chief of Police or his/her designee shall review the camera's location and either make a recommendation to relocate the unit or to employ window-blanking technology to minimize, if not eliminate, the potential for video intrusion.

The cameras may be equipped with Pan, Tilt, and Zoom (PTZ) capabilities that allow operators to manipulate the framing or focal length of a video image only for the specific purpose of monitoring potential suspicious persons, activities or as the result of a CFS.

Images that are captured of persons who are either irrelevant or incidental to an investigation shall be digitally masked prior to any public release of such footage.

### **Racial Profiling/Nondiscrimination**

No operator shall select any person in view of this camera system based solely on their race, ethnicity, or sex for observation or tracking. The system shall only be used for purposes directly related to public safety or authorized internal or criminal investigations. The system shall not be used to track individuals arbitrarily or based on race, gender, ethnicity, sexual orientation, disability or other classifications protected by law.

Operators shall make specific observations of individuals based only on articulable reasonable suspicion that the person may be or may have been involved in criminal activity of a serious nature, or as the result of a call for service to law enforcement of criminal activity in the area of the camera's viewing parameters.

### **Tracking and Identification of Persons**

"Tracking" refers to the use of public video surveillance systems to follow an individual or his/her vehicle, regardless of whether that individual's identity is known, so as to create a seamless record of his/her activity during a specific period. "Identification" refers to the use of the system to ascertain or confirm the identity of an individual captured on video footage. The use of identification and tracking technologies raises specialized concerns regarding constitutional rights and values. Even in public, most people expect to remain anonymous unless they are seen, recognized, and remembered by another individual present at that location. Even tracking alone can create a far more thorough record of activity than observation and recording. Identification, moreover, creates a record that is personally identifiable and traceable back to a specific person, which raises data privacy concerns far less present with other types of surveillance.

The Selma Police Department will adopt the practice of tracking an unknown person only when an operator makes specific observations of the individual(s) based on articulable reasonable suspicion that the person may be or may have been involved in criminal activity of a serious nature, or as the result of a call for service to law enforcement of criminal activity in the area of the camera's viewing parameters.

### **Storage/Retrieval of Images**

Video images captured from the system will be automatically downloaded on secure digital storage system where they will be stored for minimum of (7) days before being overwritten by new data. The secure digital storage system will be connected to the City's network and is protected by multiple layers of security including password protected user accounts.

The system employed shall use digital watermarks to ensure the authenticity of transferred images from the system.

Requests for a review of stored images shall be made through to the Chief of Police or his/her designee. The review and retrieval of images may be for the purpose of criminal or administrative investigations only.

### **New Technology**

Any changes to the scope, capabilities and the uses of the system should not pose significantly greater threats to constitutional rights and values than existing ones.

However, the incorporation of any device that uses technology commonly referred to as "biometrics" shall not be implemented without first having the proposed system brought before the Selma City Council. The approval process will include a complete disclosure of the capabilities of such a system and legal necessity of its addition to any existing camera system.

Other technological advances that could be incorporated into the existing video camera system (i.e., thermal imagery) shall also be first publicly proposed by the information being presented to the Selma City Council for their approval.

### **Legitimate Law Enforcement Purposes**

The Selma Police Department may collect data that would be relevant to other legitimate law enforcement uses. Subject to certain restrictions (discussed below), law enforcement may use the system for these new purposes.

For clarification purposes, it should be distinguished between the two types of extra-purpose use of this video system: "secondary" and "incidental."

- **Secondary** use is an intentional, planned use of a system, a component of it, or the collected data, for a purpose other than the original one. For instance, if an officer has reason to believe that stored footage collected for traffic control purposes would show evidence of drug shipments and seeks to review the footage for this purpose, the use would be secondary. The written permission of the system administrator is required for any "secondary use" of the Selma Police Department Video Surveillance System.



- ***Incidental*** use describes a situation in which law enforcement is using the system for its intended purpose and incidentally notices something useful for a different purpose. For instance, if an officer monitoring a surveillance system deployed to prevent a terrorist attack incidentally witnesses a non-terrorism serious criminal offense, the information would be useful for the purpose of investigating that crime. No additional approval is required for "incidental use" of the system.

A public video surveillance system may be used incidentally for other legitimate law enforcement purposes. Similar to the "plain view" exception in Fourth Amendment law, a police officer properly observing public scenes through a visual surveillance system may act upon evidence of criminal behavior as if he/she had witnessed it in person. This is true whether the officer is viewing the footage in real time or via a recorded image.

### **Identifying Monitored Zones**

Whenever practical, signage notifying the public that the Video Policing system is being used and recorded will be posted in conspicuous locations proximate to each camera indicating that the camera may be monitored and/or recorded. In the event the placement of signage may hamper the Police Department's ability to make an apprehension, signage will not be posted.

When signs are placed, they will be clearly and conspicuously placed and shall clearly display at least a camera icon indicating the presence of a video camera.

### **Monitoring of Employee Access**

The Video Policing system shall be equipped with capabilities that provide an audit trail of system use and user access. This information shall include the user ID, password and the ability to review all activities concerning the use of the PTZ features of that particular operator.

### **Authorized Users**

User accounts will be limited to those City of Selma employees with a specific, ongoing need to access the system for the purpose of prevention, detection, identification, or apprehension considerations related to public safety, emergency response, or authorized internal or criminal investigations. All user accounts require approval by the Chief of Police or designee before establishment.

## **User Access**

All persons designated by the Chief of Police as system users shall receive training and a unique user identification in order to access the system. Images stored on servers shall only be accessed and retrieved by the Chief of Police or other authorized technician, and only in response to public safety emergencies or authorized internal or criminal investigations.

## **Unused/Purging Video Data**

Video data that has not been retained for evidentiary purposes shall not be reproduced, nor shall it be distributed, provided, or shown to other persons, without the approval of the Chief of Police, or pursuant to a court order. In the event that persons are captured whose images are incidental to any legitimate law enforcement purpose, the following guidelines shall be followed:

- Recorded images lacking evidentiary or other documented value shall be overwritten as a matter of course after 30 days.
- Prior to any public release of images, the Department shall employ the use of "digital masking" or other technologies to remove identifying features of individuals who are incidentally captured on camera or whose identities are otherwise irrelevant to the purposes for which the data is stored.

## **Video Data as Evidence**

Video data retained for evidentiary purposes shall only be reproduced for the purpose of prosecution efforts. All copies shall be accounted for by the investigator responsible for maintaining case records related to the video data.

## **Audits**

*Use of the system will be regularly audited annually by a mutually agreed upon person between the SPD and a majority of the Selma City Council. The report will address compliance issues with this policy manual and any audits of operators and the subsequent findings. The report will be sent to the Selma City Council, the Chief of Police and the City Manager's Office.*

## **Privacy and Anonymity**

It is the intent of these policies and guidelines to ensure that all citizens, who may be conducting their activities in a place generally described as "public," be assured that their Constitutional right to privacy is respected and acknowledged. Freedom of Expression and Association the Selma Police Department also shares its deep commitment to preserving the right of individuals to freely express themselves and to associate freely in all public settings.

It is with the above perspective the Selma Police Department adopts the following Policies on the use of its Video Policing System: There will be no active monitoring of locations such as, but not limited to:

- Political rallies or demonstrations
- A non-emergency medical facility.
- Any social services facility (welfare office, Social Security office).
- A place of worship (i.e., a church or religious-based organization).
- A place (i.e., HIV or abortion clinic) or circumstances, although publicly located, where there exists a reasonable expectation of privacy (i.e., a conversation on a cell phone, writings or readings in a person's possession.)

**EXCEPTION:** These types of locations may be monitored only if criminal activity is suspected of occurring. Rallies may be actively monitored only for potential criminal activities or crowd management. Any video of such activities shall be purged after 24 hours.

#### **Pan. Tilt & Zoom (PTZ) Camera Usage**

1. Any active, continual observation of an individual, employing PTZ cameras, shall be done as the result of reasonable suspicion of their involvement in criminal activity.
2. PTZ camera operators are responsible for protecting the public's right to privacy as delineated by the Department values.
3. PTZ camera operators are forbidden from looking at non-public areas and areas in which there is a reasonable expectation of privacy.
4. PTZ camera operations will be randomly audited for misuse violations.
5. PTZ camera images and operators are subject to the same restrictions detailed under "User Access."

#### **Authorized Camera Applications**

The primary use of the cameras will be in conjunction with calls for service of a potentially life-threatening or serious nature. These types of calls are, but may not be limited to:

- Robbery
- Assaults
- Violent crimes
- Narcotics enforcement
- Property crimes
- Surveillance activities for crime series
- Internal investigations

### **Sharing of Images**

Requests for images in the possession of the Selma Police Department shall be made with the authorization of the Chief of Police only. The request shall be in writing on the requesting agency's letterhead and signed by that agency's Chief of Police or appropriate counterpart.

### **Complaints Regarding Cameras**

See Selma Police Department Manual, Policy 1020.

### **Provision of Images to Members of the Public**

Images obtained by the Selma Police Department cameras shall not be generally releasable to members of the general public, including information sought between civil litigants. Images will be withheld consistent with the Public Records Act. These include data involving ongoing law enforcement investigations or data which constitutes an unwarranted invasion of personal privacy. This is based on the Freedom of Information Act's privacy exception. The most notable exception is where images are released to assist in the identification or apprehension of a person or persons wanted in an investigation.

### **Policy Violations**

Unauthorized access to the system, misuse of the system, unauthorized reproduction of images, or unauthorized distribution of images may result in disciplinary action up to and including termination.

## Agenda Item 6.

### Selma City Council

### Conference for Capital Expenditure Plan

1. Development / Public Works Projects
  - a. Emergency Restoration of City Owner McCall Sewer Main
  - b. Installation of New Sewer Main to Service North Selma
  
2. Parks and Recreation Services
  - a. New Sports Fields
  - b. Restrooms at Shafer Park
  - c. Women's Club & Restroom Demolition at Lincoln Park
  - d. Field Lights & Tot Equipment at Ringo Park
  - e. Arts Programing
  - f. Senior Programing
  
3. Police
  - a. Transition of Measure "S" Toward Capital Funding
  - b. Police Vehicles
  - c. Police Station
  
4. Fire
  - a. Fire Move to Administration Annex
  - b. Fire Training Center
  - c. Rolling Stock Replacement